MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

August 24, 2021

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

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

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

Supervisor Forsythe announced the arrival of Indie Jean, his 11th grandchild.

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

No public comments.

Supervisors Forsythe and Menetrey spoke in support of CA12. Supervisor Menetrey also noted an omission.

AMENDMENT:

CA12: Add 10th Street onto the encroachment permit.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services RES-2021-488**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2021-489**

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

CA3. **Sheriff's Office RES-2021-490**

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

CA4. **Administration RES-2021-491**

Approve a Memorandum of Understanding (MOU) Between Mariposa County Administration and Mariposa County Child Support Services for Office Space at 5101 Jones Street; and Authorize the Respective Department Directors to Sign the MOU

CA5. **Agricultural Commissioner RES-2021-492**

Approve Nursery Inspection Program Cooperative Agreement No. 21-0346-000-SA for Fiscal Year 2021/2022 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Agricultural Commissioner RES-2021-493**

Approve the High-Risk Pest Exclusion Cooperative Agreement No. 21-0394-000-SG for Fiscal Year 2021/2022 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Board of Supervisors**

Approve the Minutes of Tuesday, August 3, 2021

CA8. **Board of Supervisors**

Approve the Minutes of Tuesday, August 10, 2021

CA9. **HHS/Behavioral Health & Recovery Services RES-2021-494**

Approve an Agreement with Heritage Oaks Hospital, Inc. to Provide Inpatient Mental Health Rehabilitation Services for Mariposa County Health and Human Services Agency (HHSA) in an Amount Not to Exceed $200,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **Planning 2021-77**

Appoint Gary Wuchner to the Wawona Town Planning Advisory Committee with a Term to Expire February 28, 2022 (Supervisor Menetrey)

CA11. **Public Works** **RES-2021-495**

Waive Encroachment Fee for the 34Th Annual Hornitos Flea Market to be Held on Sunday, October 3, 2021 from 7:00 AM to 3:00 PM at the Hornitos Park

CA12. **Public Works** **RES-2021-496**

Declare the Veterans Memorial Dedication and Appreciation Picnic a County Sponsored Event; and Waive Associated Fees for the Encroachment Permit and Facility Use; the Event Will be Held on the Courthouse Lawn on November 13, 2021

E. Departmental Presentation

Eric Sergienko/County Health Officer extended thanks to the Sheriff for advising his department of the fish kill in the pond on Highway 49 south, off of Mariposa Creek. Dr. Sergienko noted that toxic algae are unlikely given the plant overgrowth in the pond, but advised that they are working to confirm that. Board discussion ensued regarding collaborations with other agencies.

Jeremy Briese/Sheriff - Coroner - Public Administrator first extended kudos to the team investigating the death of the family, then noted that they were treated the site as if it had hazardous materials because there was no obvious cause of death. He also noted that the investigators continue to vet all possibilities. Sheriff Briese also reported on a shooting that occurred yesterday in the 5th Street parking lot, noting that they quickly identified witnesses and the suspect, who is now in custody.

Tara Schiff/Economic Development Specialist reported that she reached out to Hanna Wackerman regarding the Call to Action that was discussed at last week's meeting, and that messages were sent out last Wednesday. Ms. Schiff noted that, so far, they have received requests for custom signs from ten businesses, and have distributed 1800 masks, hand sanitizers, and other supplies to businesses. In response to Supervisor Menetrey's inquiry, Ms. Schiff noted that she will follow up with Public Works about hand washing stations. She also advised that the Clean Sweep event has been postponed.

Jacob Hawley/Visitor Center Operations Manager provided 2019 visitor statistics.

F. Public Comment on Non-Agenda Items

Hanna Wackerman/1850 Restaurant extended kudos to Tara Schiff for helping with the Call to Action that was discussed last week, noting that Ms. Schiff already had the posters made and ready to distribute. Ms. Wackerman also noted that this is a Call to Action to keep businesses open and reported that, since posting posters last week, they have observed 98% of their customers wearing masks. Supervisor Smallcombe extended kudos to Ms.

Wackerman for her efforts.

Announcement

9:23 AM Chair Long noted that agenda item I.1, the Closed Session, has been withdrawn, along with agenda item K.3.

G. Regular Agenda Items

1. **Administration (ID # 12099)**

Discussion and Direction Regarding Internal Response to COVID-19

Dallin Kimble/County Administrative Officer noted that this is a repeat item from a couple of weeks ago, and introduced Dr. Sergienko who gave a PowerPoint presentation in addition to discussing the challenges associated with contact tracers, delayed reporting, slowing vaccination rates, and the efforts of the Joint Information Center. Dr. Sergienko introduced Gonzalo Tafoya/John C. Fremont Hospital Chief Nursing Officer who advised that his facility is for stabilization and that neighboring hospitals are relied upon for specialized care; and discussed the difficulties they are experiencing in obtaining that care. Dallin Kimble followed with a PowerPoint presentation that provided an overview of the risk and risk mitigation; noted the health officer orders that the County is obligated to follow; discussed ways to mitigate risks; and discussed actions taken in the past.

Public comment opened. Kari Kisella/Chamber of Commerce inquired if there have been any cases with people having COVID19 multiple times. Jeremy Briese discussed concerns of employees; noted that good communication is needed to mitigate confusion; noted that fourteen days ago a decision was made by the Board to require testing but that none has been done so far; and recounted receiving two boxes of tests which had been marked as expired. Matthew Matthiessen/John C. Fremont Healthcare District CEO clarified the mandate for healthcare employees noting that they must be fully vaccinated by the end of September. Shannon Gadd/Health and Human Services Agency Director extended kudos to her team; discussed her concerns for them; and spoke in support of instituting protective measures. Kathleen Armstrong spoke in support of instituting some kind of mitigations. Public comment closed.

Discussion ensued regarding availability of saliva tests, the possibility of multiple infections, the inability to enforce mask mandates, and the legality of employee mandates. Steven W. Dahlem/County Counsel advised that any new policy should return to the Board for approval. He also noted that it takes two weeks for Board items to get through reviews and get to the Board, and two weeks to implement with bargaining groups. Board discussion ensued.

DIRECTION:

Continue with the measures that were directed on August 10, 2021, but

with the addition of saliva tests as an option; and return to the Board in two weeks with a policy that encapsulates the direction.

RESULT: DIRECTION GIVEN

Recessed

11:03 AM Chair Long recessed the meeting for a brief break and reconvened at 11:09 AM.

2. **Agricultural Commissioner RES-2021-497**

Adopt a Resolution Establishing a Records Retention and Management Schedule for the Agricultural Commissioner's Office 4/5ths Vote Required

Monica Nielsen/Agriculture Commission - Sealer of Weights and Measures gave the staff report. No public input.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

3. **Public Works RES-2021-498**

Approve Three Year Agreements with Hoffman Electronic Systems for Alarm Monitoring in the County Buildings of Juvenile Hall, Courthouse, Museum, Airport and Government Center; and Authorize the Board of Supervisors Chair to Sign the Agreements

Shannon Hansen/Interim Public Works Director gave the staff report. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

4. **Planning RES-2021-499**

Adopt a Resolution of Intention Initiating a County Code Amendment to Add Section 17.108.220 to Mariposa County Code to Establish Special Use Provisions for Historic Structures Countywide

Alvaro Arias/Deputy Planning Director gave the staff report. During public comment, Ben Goger/Housing Development Specialist spoke in support of the item.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

11:24 AM Danielle Bondshu/Deputy Clerk of the Board II substituted in as clerk.

5. **Planning (ID # 12089)**

Receive a Presentation on the Development Services Land Management Permitting Software Request for Proposals (RFP)

Steve Engfer/Senior Planner gave the staff report with a PowerPoint Presentation. No public comment. Board discussion ensued.

RESULT: INFORMATION RECEIVED

H. Items removed from Consent Agenda

None.

I. Closed Session

1. **County Counsel (ID # 12086)**

CLOSED SESSION: Conference with Legal Counsel: Existing Litigation: in Re: National Prescription Opiate Litigation; United States District Court Case No. 1:18-AT-336

RESULT: WITHDRAWN

Recessed

12:07 PM Chair Long recessed the meeting.

J. 2:00 PM Reconvened

Chair Long reconvened the meeting noting Supervisor Forsythe is absent and is excused.

1. **Planning RES-2021-500**

PUBLIC HEARING: Adopt Resolution Approving GPZA No. 2020-054, Parcel Merger No. 2020-055, and Design Review No. 2020-056 with Findings and Conditions, Including the Finding that the Project is Exempt from Environmental Review, with the Land Use Change and Design Review Approval Effective on the Effective Date of the Zone Change. MACT Health Board Inc., Applicant. 5204 and 5192 Hospital Road, Mariposa, Assessor Parcel Numbers 013-020-030, 013-020-034, and 13-020-036

Steve Engfer gave the staff report accompanied by a PowerPoint Presentation. No public comment. Board discussion ensued regarding the

effects of accepting this stretch of road into the County Road System. Russ Marks/County Surveyor noted that it will need to come back to the Board for final approval before it is submitted to the State. In response to an inquiry from Supervisor Long, Steve Engfer noted that the home is currently unoccupied but no inspection was done to see if it was still livable. Supervisor Long noted that he would like to see more projects that add housing in the future, not remove them.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Miles Menetrey

ABSENT: Wayne Forsythe

2. **Planning 2021-ORD-1165**

Waive the Second Reading and Adopt an Ordinance Amending the Mariposa County Zoning Map for a 0.52 Acre Parcel, Assessor Parcel Numbers APN 013-020-034 and APN 013-020-036, from the Multi-Family Residential Zone to the Professional Office Zone Pursuant to General Plan/Area Plan/Zoning Amendment No. 2020-054; M.A.C.T. Health Board, Inc., Applicant. Project Site is Located at 5204 Hospital Rd., Mariposa, CA

Steve Engfer associated his previous presentation with this item. No public comment.

RESULT: INTRODUCED [UNANIMOUS] Next: 9/15/2021 9:00 AM

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Miles Menetrey

ABSENT: Wayne Forsythe

3. **Administration/Technical Services (ID # 12037)**

Receive a Presentation Regarding "A Single Productivity Suite; a Technical Services & Microsoft 365 Update - Summer 2021"

RESULT: WITHDRAWN AND RESCHEDULED Next: 10/5/2021 9:00 AM

4. **Clerk of the Board of Supervisors (ID # 12079)**

Discussion and Direction Regarding Development of a New Policy Specifying Guidelines and Standing Rules for All County Committees, Commissions, and Boards

René LaRoche/Clerk of the Board gave the staff report. No public comment. Ms. LaRoche noted speaking to Supervisor Forsythe and that he was in support of a policy and that he liked the San Diego policy. Board discussion ensued. Supervisor Smallcombe requested that any communication regarding changes in legislature or any notices to Department Heads be extended to the

Chair of the appropriate committee or commission, as well.

Direction:

The Clerk of the Board is to draft and return with a policy for Committees and Commissions that includes:

- ***Sunset date of four years with a review to take place at year two.***
- ***Submittal of annual committee reports to the Board of Supervisors.***
- ***Regular submission of the meeting minutes to the Clerk of the Board to provide to the Board of Supervisors.***
- ***A provision that the committee and commission members be provided with the policies of the County and that the Zero Tolerance be enforced. Human Resources is to work with the Clerk of the Board to develop and create the policy of enforcement.***
- ***Policy on nepotism to include no persons of the same household and/or husband/wife, which is to take effect immediately.***
- ***All Committees and Commissions will be required to have bylaws. If they currently do not have bylaws, they will have 90 days from the adoption of the final policy to create and have their bylaws adopted by the Board of Supervisors.***

RESULT: DIRECTION GIVEN

K. Board Information

Information received.

L. Adjournment

3:27 PM Chair Long adjourned the meeting in memory of Norman Hinson, and advised that the next meeting will be held on September 15th.

Respectfully submitted,
René LaRoche
Clerk of the Board
Danielle Bondshu
Deputy Clerk of the Board II
Marshall Long
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-488

MEETING: August 24, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

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

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

- A county may allow persons unable to obtain housing to occupy designated public facilities during the duration of the emergency (public facilities include parks, schools, and vacant or underutilized facilities which are owned, operated, leased, or maintained by the county);
- A county is immune from liability for ordinary negligence in the provision of emergency housing for all conditions, acts, or omissions directly related to, and which would not occur but for, the provision of emergency housing; and

- The provisions of any state or local law or regulation prescribing standards of housing, health, and safety are suspended to the extent that strict compliance would prevent, hinder, or delay the mitigation of the effects of the crisis.

If the County desires to construct and operate an emergency homeless shelter, it is recommended that the County Board of Supervisors first declare a "shelter crisis" in order to avail itself of the associated powers and liability protections.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-489

MEETING: August 24, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue the COVID-19 Public Health Local Emergency

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not continue the local emergency and the County will not be eligible for possible State or Federal disaster assistance.

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

REF ID# 12095

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-490

MEETING: August 24, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to COVID-19

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

March 24, 2020: The Board ratified the March 17, 2020 Local Emergency Proclamation Due to the COVID-19 Global Pandemic. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

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

REF ID# 12093

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-491

MEETING: August 24, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: MOU with Child Support Services for Office Space at 5101 Jones Street

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RECOMMENDATION AND JUSTIFICATION:
Approve a Sixty-Month Memorandum of Understanding (MOU) Between Mariposa County Administration and Mariposa County Child Support Services for Office Space at 5101 Jones Street ($17,280); and Authorize the Respective Department Directors to Sign the MOU.

This MOU provides office space for the Mariposa County Department of Child Support Services (DCSS). DCSS works closely with Mariposa parents and guardians to establish a financial partnership that supports our children. These services enhance the quality of life for local children and families.

State regulations limit the maximum monthly lease to one twelfth (1/12) of two percent (2%) of the original purchase price. Staff recommends the maximum monthly lease, which is $120 per month or $1,440 annually.

The term of the lease is sixty (60) months from July 1, 2021 - June 30, 2026. The lease term is intended to provide a reasonable opportunity for review while minimizing unnecessary administrative activity. Request for approval was delayed while clarifying a transfer of some items to the cost plan as will be explained below, but the building has continued to be occupied and staff is requesting retroactive approval.

A prior version of this lease also included janitorial service, electricity, water and sewer. These expenses will now be paid through the cost plan and so do not need to be included in the lease agreement also.

Finding the terms appropriate for a lease in this location at this time, staff recommends approval of this MOU.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On April 21, 2020, the Board approved Resolution 2020-202, an MOU with DCSS for office space at 5101 Jones Street in Mariposa. This MOU was for a term of fourteen (14) months at two thousand dollars ($2,000.00) per month.

On June 4, 2019, the Board approved the purchase of property at 5300 Highway 49 in

Mariposa for use as a health clinic. After some renovations were completed, public health and behavior health functions began using this space.

On November 26, 2019, the Board approved renovations to County property at 5085 Bullion Street, which had been the prior home of the health clinic. The District Attorney's Office moved into this space upon completion of the renovations, leaving 5101 Jones Street vacant.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. The County General Fund will bear the cost of housing DCSS or staff will need direction to move DCSS to an alternate location.

FINANCIAL IMPACT:
The general fund will receive $1,440.00 annually from this lease.

ATTACHMENTS:
DCSS MOU with County for Rock House (PDF)

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

MEMORANDUM OF UNDERSTANDING
BETWEEN MARIPOSA COUNTY ADMINISTRATION
AND
MARIPOSA COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into as of _____, by and between Mariposa County Administration ("Administration") and Mariposa County Department of Child Support Services ("DCSS").

W I T N E S S E T H:

WHEREAS, the County of Mariposa owns real property located in the County of Mariposa commonly known as 5101 Jones Street, Mariposa, California ("Premises"); and

WHEREAS, the parties wish to provide for the leasing of the Premises to DCSS.

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

1. **Term**. The term of this lease shall be for sixty (60) months, commencing July 1, 2021 and terminating June 30, 2026.

2. **Consideration**. DCSS shall pay one hundred twenty dollars ($120.00) per month for the use of space. This amount does not include utilities, maintenance, janitorial service, furniture, communications, propane costs or building security. Additional services may be obtained through the County or through direct vendor at the cost of providing those services. Lease payments shall be due by the tenth (10^{th}) day of each month.

3. **Use**. The Premises shall be used by DCSS staff to provide child support related services to customers.

4. **Assignment**. DCSS shall not assign this MOU nor any right hereunder, nor sublet the Premises, nor any part thereof, or suffer any other person to occupy the Premises or any portion thereof without prior written consent of the County Administrative Officer, which consent shall not be unreasonably withheld. Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of the County Administrative Officer terminate this MOU.

Attachment: DCSS MOU with County for Rock House (RES-2021-491 : MOU with Child Support Services for Office Space at 5101 Jones Street)

5. **Tenant Improvements and Alterations**. DCSS shall not make improvements or alternations to the Premises without the prior written consent of the County Administrative Officer, which consent shall not be unreasonably withheld.

6. **Maintenance and Repair.** DCSS shall keep and maintain the Premises in good condition and repair during the term hereof and as set forth herein. DCSS will be responsible for all maintenance and repairs, including but not limited to heat, air conditioning, water, and sewer up to a maximum cumulative amount of Ten Thousand Dollars ($10,000) per fiscal year (July 1 through June 30). Routine cleaning, including but not limited to windows and carpeting, shall not be included in this amount.

7. **Abatement of Rent**. In the event of Partial Damage to or Total Destruction of the Premises, the rent payable by DCSS for the period of the repair, remediation or restoration of such damage shall be abated. The abatement shall be from the date of damage or destruction in proportion to the degree to which DCSS' use of the Premises is impaired.

   Partial Damage shall mean damage or destruction to the Premises, other than DCSS' own alterations, which can reasonably be repaired in sixty (60) days or less from the date of the damage or destruction. Total Destruction shall mean damage or destruction to the Premises which cannot reasonably be repaired in sixty (60) days or less from the date of the damage or destruction. The Damage or Destruction may result from conditions of weather, flood, fire, earthquake, any other identifiable event of a sudden, unexpected or unusual nature, condemnation of the Premises to be uninhabitable, or due to a hazardous substance condition for which DCSS is not responsible under this Lease.

8. **Compliance with Law**. DCSS shall observe and comply with all applicable County, State, and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

9. **Surrender of Possession:** At the expiration of this MOU, DCSS promises and agrees to deliver unto County the Premises in as good condition as at the date of execution of this MOU, reasonable wear and tear excepted.

10. **Modifications of MOU**. This MOU may be modified in writing only, signed by the parties in interest at the time of the modification.

11. **Nondiscrimination**. Neither DCSS, nor any officer, agent, employee, servant, or subcontractor of DCSS shall discriminate in the treatment or employment of any

Attachment: DCSS MOU with County for Rock House (RES-2021-491 : MOU with Child Support Services for Office Space at 5101 Jones Street)

individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by law, either directly, indirectly, or through contractual or other arrangements.

12. **Notices**. All notices required or provided for in this MOU shall be provided to the parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified herein below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Notice to Administration shall be addressed as follows:

County Administrative Officer
P.O. Box 789
Mariposa, California 95338

Notice to DCSS shall be addressed as follows:

Director of Department of Child Support Services
P.O. Box 748
Mariposa, California 95338

IN WITNESS WHEREOF, each party to this MOU has signed this MOU upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this MOU.

MARIPOSA COUNTY ADMINISTRATION:	MARIPOSA COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES:
_____	_____
Dallin Kimble County Administrative Officer	Sharon Wardale-Trejo Director
Date _____	Date _____

Attachment: DCSS MOU with County for Rock House (RES-2021-491 : MOU with Child Support Services for Office Space at 5101 Jones Street)

MARIPOSA COUNTY

Agricultural Commissioner · (209) 966-2075

RESOLUTION - ACTION REQUESTED 2021-492

MEETING: August 24, 2021

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: FY 2021/2022 Nursery Inspection Program Agreement 21-0346-000-SA

RECOMMENDATION AND JUSTIFICATION:
Approve Nursery Inspection Cooperative Agreement No. 21-0346-000-SA for Fiscal Year 2021/2022 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement.

This cooperative agreement provides State subvention funds for work performed in Mariposa County in nursery inspection and licensing. There is no change in the cooperative agreement or subvention amount from previous cooperative agreements.

The total available Fiscal Year 2021/2022 subvention amount for this nursery inspection cooperative agreement is $500.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Last year's cooperative agreement was approved by Resolution No. 20-531

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving this agreement, subvention funds will not be received for the Nursery Inspection program to defray the funds expended for work performed in this program

FINANCIAL IMPACT:
The subvention amount $500 for this cooperative agreement for nursery inspection with CDFA was included in the Fiscal Year 2021/2022 budget.

ATTACHMENTS:
21 22 Nursery (PDF)

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

REF ID# 12067

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.6/2021)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBE
21-0346-000-SA

1. This Agreement is entered into between the State Agency and the Recipient named below:
   STATE AGENCY'S NAME
   CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
   RECIPIENT'S NAME
   COUNTY OF MARIPOSA
2. The Agreement Term is: July 1, 2021 through June 30, 2022
3. The maximum amount of this Agreement is: $500.00
4. The parties agree to comply with the terms and conditions of the following exhibits and attachme which are by this reference made a part of the Agreement:

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

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

RECIPIENT

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

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
Post Office Box 905, Mariposa, CA 95338-0905

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

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

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

Attachment: 21 22 Nursery (RES-2021-492 : FY 2021/2022 Nursery Inspection Program Agreement 21-0346-000-SA)

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein: Recipient shall inspect all nursery stock at all producers/wholesale nursery locations within the Count and enforce all laws and regulations pertaining to nursery stock. Prevent the introduction and sprea of agricultural pests and protect agriculture and the consumer against economic losses resulting fror the sales of defective or pest-infested nursery stock.

   Project Title: Nursery Inspection Program

2. The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Kristina Weber	Name:	Monica Nielsen
Division/Branch:	PHPPS / Pest Exclusion	Organization:	COUNTY OF MARIPOSA
Address:	1220 N Street	Address:	Post Office Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338-0905
Phone:	916-654-0435	Phone:	209-966-2075
Email Address:	kristina.weber@cdfa.ca.gov	Email Address:	mnielsen@mariposacounty.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Michael Paule	Name:	Monica Nielsen
Division/Branch:	PHPPS / Pest Exclusion	Organization:	County of Mariposa
Address:	1220 N Street	Address:	PO Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338-0905
Phone:	916-403-6634	Phone:	209-966-2075
Email Address:	michael.paule@cdfa.ca.gov	Email Address:	mnielsen@mariposacounty.org

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

Attachment: 21 22 Nursery (RES-2021-492 : FY 2021/2022 Nursery Inspection Program Agreement 21-0346-000-SA)

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

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

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

Attachment: 21 22 Nursery (RES-2021-492 : FY 2021/2022 Nursery Inspection Program Agreement 21-0346-000-SA)

EXHIBIT B

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

Attachment: 21 22 Nursery (RES-2021-492 : FY 2021/2022 Nursery Inspection Program Agreement 21-0346-000-SA)

10. Contractors/Consultants

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

11. Non-Discrimination Clause

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

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

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

12. Excise Tax

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

13. Disputes

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

14. Termination for Convenience

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

Attachment: 21 22 Nursery (RES-2021-492 : FY 2021/2022 Nursery Inspection Program Agreement 21-0346-000-SA)

15. Termination for Cause

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

16. Acceptable Failure to Perform

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

17. Breach

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

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

18. Non-Material Breach

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

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

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

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

Attachment: 21 22 Nursery (RES-2021-492 : FY 2021/2022 Nursery Inspection Program Agreement 21-0346-000-SA)

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

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manne provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs relate to the action.

19. Publicity and Acknowledgement

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

20. News Releases/Public Conferences

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

21. Scope of Work and Budget Changes

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

22. Reporting Requirements

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

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipie must comply with applicable state requirements regarding the use, maintenance, disposition, ar reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324 and 324.2.

24. Closeout

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

25. Confidential and Public Records

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

Attachment: 21 22 Nursery (RES-2021-492 : FY 2021/2022 Nursery Inspection Program Agreement 21-0346-000-SA)

26. Amendments

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

Attachment: 21 22 Nursery (RES-2021-492 : FY 2021/2022 Nursery Inspection Program Agreement 21-0346-000-SA)

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

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

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

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

2. Allowable Expenses and Fiscal Documentation

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

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

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

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

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

Attachment: 21 22 Nursery (RES-2021-492 : FY 2021/2022 Nursery Inspection Program Agreement 21-0346-000-SA)

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

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

Attachment: 21 22 Nursery (RES-2021-492 : FY 2021/2022 Nursery Inspection Program Agreement 21-0346-000-SA)

Scope of Work

Recipient agrees to provide to the California Department of Food and Agriculture (CDFA) all equipment and labor necessary to perform inspection and enforcement activities. The activities under this Agreement shall be completed within the timeframe outlined. Recipient shall inspect all nursery stock at all producer/wholesale nursery locations within the County (specifically not included is nursery stock in the first year of a two-year production cycle, plant materials in parent stock or propagative stock beds or blocks that are not to be inspected and nursery stock that is entered in one of the State's registration or certification programs and is inspected by State staff). Recipient to enforce all laws and regulations pertaining to nursery stock, including licensing requirements, in accordance with the Memorandum of Understanding between CDFA and the California Agricultural Commissioners and Sealers Association entitled "State-County Nursery Inspection Program." Recipient shall respond to complaints against nursery establishments.

Payment shall be made quarterly in arrears upon submission and approval of an itemized invoice and Report Number 7 Supplement Forms (see attached sample invoice and Report Number 7). Recipient shall submit an itemized invoice on your County letterhead referencing the Cooperative Agreement Number by email to nurseryservices@cdfa.ca.gov

Attachment: 21 22 Nursery (RES-2021-492 : FY 2021/2022 Nursery Inspection Program Agreement 21-0346-000-SA)

County Letterhead

Date:_____

To: Michael Paule
California Department of Food and Agriculture
Pest Exclusion Branch
1220 N Street, Nursery Services
Sacramento, CA 95814

County of _____

Cooperative Agreement Number 21-XXXX-XXX-SA

Fiscal Year 21/22

Invoice for _____ Quarter

Invoice Number _____

Sample Invoice

Invoice(s) must be accompanied by Report 7 Supplement Page and Submitted Quarterly

Invoice Detail	Amount	Reimbursement Rate	Totals
Type 1 Acres =	100 X	18.63 =	$1,863.00
Type 2 and 4 Acres =	100 (/4 = 25) X	18.63 =	$465.75
Nursery License/Renewal	3 X	$75.00 each license =	$225.00
Invoice Total			**$2,553.75**

Please remit payment to County of _____
Address line 1
Address Line 2
Address line 3

Signature Block

_____
(Original Signature)
(Title)

Attachment: 21 22 Nursery (RES-2021-492 : FY 2021/2022 Nursery Inspection Program Agreement 21-0346-000-SA)

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
64-057 (Rev. 09/02)

REPORT NUMBER 7

CDFA™

NURSERY INSPECTION REPORT

SUBMIT MONTHLY

COUNTY:	MONTH/YEAR:

A. NURSERY INSPECTIONS

TYPE	NUMBER OF LOCATIONS INSPECTED	TOTAL ACRES INSPECTED	NUMBER OF NON-COMPLIANCES	HOURS
PRODUCTION / WHOLESALE *				
REINSPECTION FOR NONCOMPLIANCE				
- RETAIL				
- WHOLESALE				
NEMATODE CERTIFICATION				
OTHER - Special Survey				
TOTAL HOURS SECTION A				

B. LICENSING ACTIVITIES

TYPE	NEW LICENSES	RENEWALS		HOURS
NUMBER OF NURSERIES LICENSED *				
FEE EXEMPT LICENSES				
OTHER Issued temporary license to retailer				
TOTAL HOURS SECTION B				

C. ENFORCEMENT ACTIONS (Office, Administrative, Court Hearings)

ACTIVITY	TYPE	NUMBER	HOURS
TOTAL HOURS SECTION C			

D. PROGRAM SUPPORT ACTIVITIES (Planning, Training, Administration, etc.)

ACTIVITY	HOURS
TOTAL HOURS SECTION D	

E. COMMENTS

* SEE SUPPLEMENTAL SHEET(S) FOR DETAILED LISTING OF ACTIVITIES.

Attachment: 21 22 Nursery (RES-2021-492 : FY 2021/2022 Nursery Inspection Program Agreement 21-0346-000-SA)

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTUI
PLANT HEALTH AND PEST PREVENTION SERVICES
64-057, Supplemental Sheet 1 (Rev. 03/16)

REPORT NUMBER 7
(Supplemental Sheet 1)

SAMPLE BILLING

IIS SUPPLEMENTAL SHEET TO REPORT 7 SHALL BE USED F(
NURSERY INSPECTION REIMBURSEMENT BILLINC
BY THE COUNTIES

CDFA USE ONLY	
APPROVED BY:	
NURSERY REIMBURSEMENT:	
LICENSE REIMBURSEMENT:	
TOTAL REIMBURSEMENT:	

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:
Sacramento	20-XXXX-XXX-SA	July - June 2020-2021

PRODUCTION / WHOLESALE INSPECTIONS

NAME OF NURSERY	LICENSE NUMBER	DATE(S) INSPECTED	NO. OF ACRES			CDFA USE ONLY
			TYPE 1*	TYPE 2*	TYPE 4*	
ABC Nursery	A1110.01	1/1/2020	10	3	20	
XYZ Nursery	D2345.G01	3/28/2020	100			

UMBER OF LOCATIONS INSPECTE		TOTAL ACRES:	110.00	3.00	20.00	

NURSERY LICENSE ACTIVITY

NAME OF NURSERY LICENSED (Use firm name)	NEW (LICENSE NUMBER)	RENEWAL (LICENSE NUMBER)	CDFA USE ONLY
Exclude retail only nurseries			

SIGNATURE:	TITLE:	DATE:

*** Type 1 =** Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement rate is the number of acres inspected multiplied by the hourly rate as stated in the contract.

*** Type 2 & 4 =** Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.

Attachment: 21 22 Nursery (RES-2021-492 : FY 2021/2022 Nursery Inspection Program Agreement 21-0346-000-SA)

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
64-057, Supplemental Sheet 1 (Rev. 03/16)

REPORT NUMBER 7
(Supplemental Sheet 1)

CDFA USE ONLY	
APPROVED BY:	
NURSERY REIMBURSEMENT:	
LICENSE REIMBURSEMENT:	
TOTAL REIMBURSEMENT:	

THIS SUPPLEMENTAL SHEET TO REPORT 7 SHALL BE USED FOR
NURSERY INSPECTION REIMBURSEMENT BILLING
BY THE COUNTIES

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:

PRODUCTION / WHOLESALE INSPECTIONS

NAME OF NURSERY	LICENSE NUMBER	DATE(S) INSPECTED	NO. OF ACRES			CDFA USE ONLY
			TYPE 1*	TYPE 2*	TYPE 4*	
NUMBER OF LOCATIONS INSPECTED:		TOTAL ACRES:	0.00	0.00	0.00	

NURSERY LICENSE ACTIVITY

NAME OF NURSERY LICENSED (Use firm name)	NEW (LICENSE NUMBER)	RENEWAL (LICENSE NUMBER)	CDFA USE ONLY

SIGNATURE:	TITLE:	DATE:

*** Type 1** = Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement rate is the number of acres inspected multiplied by the hourly rate as stated in the contract.

*** Type 2 & 4** = Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.

Attachment: 21 22 Nursery (RES-2021-492 : FY 2021/2022 Nursery Inspection Program Agreement 21-0346-000-SA)

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
64-057, Supplemental Sheet 2 (Rev. 06/16)

REPORT NUMBER 7
(Supplemental Sheet 2)

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:

PRODUCTION / WHOLESALE INSPECTIONS (continued)

NAME OF NURSERY	LICENSE NUMBER	DATE(S) INSPECTED	NO. OF ACRES			CDFA USE ONLY
			TYPE 1*	TYPE 2*	TYPE 4*	
NUMBER OF LOCATIONS INSPECTED:		TOTAL ACRES:	0.00	0.00	0.00	

*** Type 1 =** Nursery production acreage consisting of nursery stock for farm and landscape planting, ornamentals in containers, and potted plants. Reimbursement rate is the number of acres inspected multiplied by the hourly rate as stated in the contract.

*** Type 2 & 4=** Turf, cut flowers, and cut greens. Reimbursement rate is the number of acres inspected divided by four and multiplied by the hourly rate as stated in the contract.

Attachment: 21 22 Nursery (RES-2021-492 : FY 2021/2022 Nursery Inspection Program Agreement 21-0346-000-SA)

INSTRUCTIONS FOR REPORT NUMBER 7 (Form 64-057)

Nursery Inspection Report - Submit Quarterly

Include time spent on activities related to enforcement of State Nursery Laws and Regulations. *Do not report time spent on inspections of nursery stock shipments in transit or at destination, or inspections conducted to certify for export. These are quarantine activities.*

Section A. Nursery Inspections

Report in this section the number of regulatory inspections and the total time spent for such inspections. Regulatory inspections include inspecting nurseries for pest cleanliness, labeling, and grades and standards. Several partial inspections may be required to complete a required inspection at a given location. Such inspections should be counted as one inspection at a given location. Time spent by county personnel in nurseries for collecting, preparing and submitting pest specimens and/or plant samples for identification by the CDFA Diagnostics Lab (Activity code 70 in Form 65-020, Pest and Damage Record), and for providing information on pest control operations for pest cleanliness may be included for determining the hours for a given location. Details of the nursery, such as name of nursery, license number, acreage used for production, storage and sale of nursery stock, type of nursery stock, etc., must be entered on the supplemental sheet for report number 7.

The time spent on follow-up inspections of nurseries to determine compliance with pest cleanliness requirements, complaints, spot checks, reconditioning nursery stock, and release or disposition of lots placed on hold for noncompliance, etc., must be indicated under 'reinspection for noncompliance.'

Nursery inspection for nematode certification at a given location, such as for supervision of soil fumigation, sampling for nematodes, etc., must be reported on a different form (Form 64-054, NURSERY STOCK NEMATODE CERTIFICATION). However, the total time spent on nursery inspections for nematode certification during the month must be included in the last column of Report 7 and in the total hours for section A.

Section B. Licensing Activities

Report in this section the time spent by county personnel in nurseries for initial inspection of new applicants for a License to Sell Nursery Stock, or for verifying a License to Sell Nursery Stock. Indicate the number of nurseries licensed under the column 'new' or 'renewals' as appropriate, and the time spent on such activity in the last column (hours). Name(s) of nursery must be entered on the supplemental sheet for report number 7

Section C. Enforcement Actions

Report in this section the time spent by county personnel on enforcement actions, such as administrative hearings, court hearings, and disciplinary actions related to nursery laws.

Section D. Program Support Activities

Report in this section the time spent by county personnel on program support activities such as planning, training, administration, etc., that are essential for enforcement of nursery laws and regulations.

Section E. Comments

Use this section to report any additional information regarding regulatory nursery inspections and/or related activities, which is pertinent but not reported in the sections above.

Attachment: 21 22 Nursery (RES-2021-492 : FY 2021/2022 Nursery Inspection Program Agreement 21-0346-000-SA)

County of Mariposa
FY21/22

Budget

The amount payable under this agreement shall not exceed $500 (rounded to the nearest dollar) based on 2.55 reimbursable acres as reported by the Recipient. Recipient shall be paid on a per acre basis for inspection and enforcement activities at a rate of $0 per reimbursable acre.

Acres:	2.55
Reimbursement Rate:	**$0**
	$500

Recipient shall be paid a current hourly staff rate, not to exceed $35.00 per hour, for nursery investigative work, provided such investigative work is approved in advance by the CDFA Grant Manager.

Attachment: 21 22 Nursery (RES-2021-492 : FY 2021/2022 Nursery Inspection Program Agreement 21-0346-000-SA)

MARIPOSA COUNTY

Agricultural Commissioner · (209) 966-2075

RESOLUTION - ACTION REQUESTED 2021-493

MEETING: August 24, 2021

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: FY 2021/2022 High-Risk Pest Exclusion Cooperative Agreement No. 21-0394-000-SG

RECOMMENDATION AND JUSTIFICATION:
Approve the High-Risk Pest Exclusion Cooperative Agreement No. 21-0394-000-SG for Fiscal Year 2021/2022 with the California Department of Food and Agriculture (CDFA); and authorize the Board of Supervisors Chair to sign the Agreement.

The High-Risk Pest Exclusion Agreement will provide funds for the first line of defense for California agriculture. Inspections provide protection from the introduction or spread of harmful insects, plant diseases, weeds, and other pests into the county through the movement of plants and plant products as well as other items through normal channels of trade. Inspections for high-risk invasive pests such as Gypsy Moth, Japanese Beetle, Imported Red Fire Ant, Light Brown Apple Moth and many more. Inspections include nursery stock, parcel inspections, moving companies and more from any state with High-Risk pests.

The total available FY 2021/2022 contract amount for this agreement is $2324.84.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The previous cooperative agreement for FY 2020/2021 was approved by Resolution No. 2020-530.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving this agreement, subvention funds will not be received for the High-Risk Pest Exclusion Inspection program to defray the funds expended for work performed in this program.

FINANCIAL IMPACT:
The subvention amount of $2324.84 for this agreement was included in the FY 2021/2022 budget revenues.

REF ID# 12092

ATTACHMENTS:
21 22 High Risk Exclusion Agreement 21-0394-000-SG (PDF)

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

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.6/2021)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
21-0394-000-SG

1. This Agreement is entered into between the State Agency and the Recipient named below:
   STATE AGENCY'S NAME
   CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
   RECIPIENT'S NAME
   COUNTY OF MARIPOSA
2. The Agreement Term is: July 1, 2021 through June 30, 2022
3. The maximum amount of this Agreement is: $2,324.84
4. The parties agree to comply with the terms and conditions of the following exhibits and attachment which are by this reference made a part of the Agreement:

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

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

RECIPIENT

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

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
Post Office Box 905, Mariposa, CA 95338-0905

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

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

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

Attachment: 21 22 High Risk Exclusion Agreement 21-0394-000-SG (RES-2021-493 : FY 2021/2022 High-Risk Pest Exclusion Cooperative

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein: County Agricultural Commissioners will perform high risk Pest Exclusion inspections and enforcement activities per the Food and Agricultural Code 2282.5.

   Project Title: High Risk Program

2. The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Robert Soltero	Name:	Monica Nielsen
Division/Branch:	PHPPS / PEST EXCLUSION	Organization:	COUNTY OF MARIPOSA
Address:	1220 N Street	Address:	Post Office Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338-0905
Phone:	916-654-0312	Phone:	209-966-2075
Email Address:	robert.soltero@cdfa.ca.gov	Email Address:	mnielsen@mariposacounty.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Jessica Snow	Name:	Monica Nielsen
Division/Branch:	PHPPS / PEST EXCLUSION	Organization:	County of Mariposa
Address:	1220 N Street	Address:	PO Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338
Phone:	916-403-6609	Phone:	209-966-2075
Email Address:	jessica.snow@cdfa.ca.gov	Email Address:	agcomm@mariposacounty.org

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

Attachment: 21 22 High Risk Exclusion Agreement 21-0394-000-SG (RES-2021-493 : FY 2021/2022 High-Risk Pest Exclusion Cooperative

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

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

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

Attachment: 21 22 High Risk Exclusion Agreement 21-0394-000-SG (RES-2021-493 : FY 2021/2022 High-Risk Pest Exclusion Cooperative

EXHIBIT B

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

Attachment: 21 22 High Risk Exclusion Agreement 21-0394-000-SG (RES-2021-493 : FY 2021/2022 High-Risk Pest Exclusion Cooperative

10. Contractors/Consultants

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

11. Non-Discrimination Clause

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

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

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

12. Excise Tax

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

13. Disputes

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

14. Termination for Convenience

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

Attachment: 21 22 High Risk Exclusion Agreement 21-0394-000-SG (RES-2021-493 : FY 2021/2022 High-Risk Pest Exclusion Cooperative

15. Termination for Cause

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

16. Acceptable Failure to Perform

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

17. Breach

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

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

18. Non-Material Breach

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

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

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

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

Attachment: 21 22 High Risk Exclusion Agreement 21-0394-000-SG (RES-2021-493 : FY 2021/2022 High-Risk Pest Exclusion Cooperative

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

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

19. Publicity and Acknowledgement

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

20. News Releases/Public Conferences

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

21. Scope of Work and Budget Changes

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

22. Reporting Requirements

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

23. Equipment

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

24. Closeout

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

25. Confidential and Public Records

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

Attachment: 21 22 High Risk Exclusion Agreement 21-0394-000-SG (RES-2021-493 : FY 2021/2022 High-Risk Pest Exclusion Cooperative

26. Amendments

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

Attachment: 21 22 High Risk Exclusion Agreement 21-0394-000-SG (RES-2021-493 : FY 2021/2022 High-Risk Pest Exclusion Cooperative

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

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

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

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

2. Allowable Expenses and Fiscal Documentation

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

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

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

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

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

Attachment: 21 22 High Risk Exclusion Agreement 21-0394-000-SG (RES-2021-493 : FY 2021/2022 High-Risk Pest Exclusion Cooperative

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

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

Attachment: 21 22 High Risk Exclusion Agreement 21-0394-000-SG (RES-2021-493 : FY 2021/2022 High-Risk Pest Exclusion Cooperative

SCOPE OF WORK

County High Risk Pest Exclusion Program
July 1, 2021 - June 30, 2022

The county agrees to perform County High Risk Pest Exclusion Program enforcement and inspection activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by:

1. Food and Agricultural Code (FAC) Division 2, Chapter 2, Article 8, Section 2282.5 (**Appendix A**) and
2. FAC Division 4, Part 2, Chapter 1, Article 1, Section 6303 (**Appendix A**) and
3. FAC Division 4, Part 2, Chapter 2, Article 1, Section 6401 and 6403 (**Appendix A**).

This agreement is inclusive of the county's agreement to perform activities approved by the CDFA as described in the attached projected work plan (budget and personnel cost worksheet), monthly invoice, and by this reference made a part hereof.

Key actions to be conducted under this agreement include:

SECTION 1: PERSONNEL ACTIVITIES

- **a. Pest Exclusion Inspections**
  - **i. Air Freight/Air Freight Forwarded**
  - **ii. Nursery Stock**
  - **iii. Parcel Terminals**
  - **iv. Additional Pathways**
- **b. Data Entry/Sample Submission**
  - **i. Pest and Damage Record (PDR)**
  - **ii. Pest Exclusion Information Management (PEIM)**
- **c. Circumstantial Notification**

SECTION 2: NON-PERSONNEL

- **a. Supplies/Equipment**
- **b. Vehicle/Mileage**

SECTION 3: REPORTING/INVOICING/REIMBURSEMENT

- **a. Monthly Activity Report (Report 4a)**
- **b. Invoicing/Reimbursement**
  - **i. Allowable Costs**
  - **ii. Monthly Activity Report Required for Reimbursement**
  - **iii. Hourly Rate(s) on Invoices**
  - **iv. Personnel on Invoice Must Match Work Plan**
  - **v. Documentation**
  - **vi. Submission of Monthly Invoice**

Attachment: 21 22 High Risk Exclusion Agreement 21-0394-000-SG (RES-2021-493 : FY 2021/2022 High-Risk Pest Exclusion Cooperative

SECTION 1: PERSONNEL ACTIVITIES

a. Pest Exclusion Inspections

The county agrees to perform pest exclusion inspection activities for the pathways listed below (i-iv) targeting all federal, foreign, and state quarantine pests. The county also agrees to perform inspection activities targeting all state and federal actionable pests including insect species, diseases, or other organisms that may adversely affect agriculture and the economy of the State.

This agreement is inclusive of pest exclusion inspections of the following pathways:

i. **Air Freight/Air Freight Forwarded** (detailed in **Appendix B**)
ii. **Nursery Stock** (detailed in **Appendix C**)
iii. **Parcel Terminals** (detailed in **Appendix D**)
iv. **Additional Pathways** (detailed in **Appendix E**)

b. Data Entry/Sample Submission

The county is responsible for ensuring the following data sets are accurately completed in a timely manner:

i. **Pest and Damage Record (PDR)**
County must send all samples to the CDFA Plant Pest Diagnostics Center (PPDC) at 3294 Meadowview Road, Sacramento CA 95832 for identification. The county must complete an electronic copy of CDFA's PDR on the CDFA Extranet (http://phpps.cdfa.ca.gov/user/frmLogon2.asp). A hard copy of the PDR must accompany the samples to the PPDC.
"HR-High Risk Pest Exclusion" must be selected as the <Program> for each PDR submitted to the PPDC for this program.

ii. **Pest Exclusion Information Management (PEIM)**
The county must complete a Notice of Rejection (NOR) using the PEIM system available on the CDFA Extranet (http://phpps.cdfa.ca.gov/user/frmLogon2.asp). The "High Risk" program must be selected on all NORs.

c. Circumstantial Notification

The county is responsible for ensuring the following data sets are accurately completed in a timely manner:

i. County must report detection of live suspect Tephritid fruit fly larvae to an interior Pest Exclusion Environmental Scientist of a Senior Environmental scientist by phone at (916) 654-0312 or email at peinfor@cdfa.ca.gov within 24 hours.

ii. County must use the USDA/SITC Referral Form (SO-155) report interceptions that involve significant federal quarantine violations associated with citrus and/or federally actionable pest situations involving foreign origin material available at http://phpps.cdfa.ca.gov/PE/InteriorExclusion/CPTM/pdf/S0-155USDASITCFORM.pdf.

iii. County must notify an Interior Pest Exclusion Environmental Scientist or a Senior Environmental Scientist by phone at (916) 654-0312 regarding the interception of pests subject to a State Exterior Quarantine or Federal Domestic Quarantine.

Attachment: 21 22 High Risk Exclusion Agreement 21-0394-000-SG (RES-2021-493 : FY 2021/2022 High-Risk Pest Exclusion Cooperative

SECTION 2: NON-PERSONNEL

a. **Supplies/Equipment**
Supplies and equipment are not reimbursable under this agreement.

b. **Vehicle/Mileage**
Vehicle costs and mileage are not reimbursable under this agreement.

SECTION 3: REPORTING/INVOICING REIMBURSEMENT:

a. **Monthly Activity Report (Report 4a)**
The county must utilize the online County Monthly Reporting system (https://secure.cdfa.ca.gov/egov/crs/login.aspx) to submit a Monthly Activity Report for the County High Risk Pest Exclusion Program. Monthly Activity Reports need to be submitted no later than the fifth day of the month following when the activities took place. Questions about reporting can be directed to Robert Soltero at Robert.Soltero@cdfa.ca.gov or by calling (916) 654-0312.

b. **Invoicing/Reimbursement**
The county must submit monthly an itemized invoice using the provided template (**Appendix F**), on county letterhead, and submit to the CDFA no later than 30 calendar days after the end of the coinciding reporting period. Incomplete or incorrectly filled out invoices will no longer be accepted and returned to county for corrections prior to processing.

i. **Allowable Costs**
All invoiced expenses must fall within the parameters of this "Scope of Work" and must be directly related to administering and conducting County High Risk Pest Exclusion Program related activities.

ii. **Monthly Activity Report Required for Reimbursement**
Invoices will not be submitted for reimbursement until submission of the online Monthly Activity Report for the invoicing period has been entered by the county and verified by CDFA (see Section 3a. Monthly Activity Report above). Monthly Activity Report hours must match invoice hours and must be in funded pathways before invoices will be submitted for reimbursement.

iii. **Hourly Rate(s) on Invoices**
Invoices must reflect the actual hourly rates (salary and benefits) per individual or classification that worked on the program.

iv. **Personnel on Invoice Must Match Work Plan**
Invoices must reflect work performed by individuals or classifications listed on the work plan. County may select to subcontract with Cooperative Agricultural Staff Services (CASS) to conduct work outlined in this "Scope of Work".

v. **Documentation**
Documentation applicable to reimbursement for expenses does not need to be submitted to CDFA but must be retained by the county and must be made available for audit purposes.

vi. **Submission of Monthly Invoice**
Send County High Risk Pest Exclusion Program monthly invoice via email to Jessica Snow (Jessica.Snow@cdfa.ca.gov). Questions about invoicing/reimbursement can

Attachment: 21 22 High Risk Exclusion Agreement 21-0394-000-SG (RES-2021-493 : FY 2021/2022 High-Risk Pest Exclusion Cooperative

be directed to Robert Soltero (Robert.Soltero@cdfa.ca.gov) via email or by calling (916) 654-0312.

Attachment: 21 22 High Risk Exclusion Agreement 21-0394-000-SG (RES-2021-493 : FY 2021/2022 High-Risk Pest Exclusion Cooperative

County High Risk Pest Exclusion Program
Appendix Index

Appendix A ..... FAC 2282.5, 6303, 6401, 6403

Appendix B ..... Air Freight/Air Freight Forwarded Inspection Guidelines

Appendix C ..... Nursery Stock Inspection Guidelines

Appendix D ..... Parcel Terminals Inspection Guidelines

Appendix E ..... Additional Pathways Guidelines

Appendix F ..... Monthly Invoice Template

Attachment: 21 22 High Risk Exclusion Agreement 21-0394-000-SG (RES-2021-493 : FY 2021/2022 High-Risk Pest Exclusion Cooperative

Appendix A

FOOD AND AGRICULTURAL CODE
SECTION 2282.5

(a) The development of work plans for allocation of the funding appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention shall be the responsibility of the department. The department shall establish criteria for the development of the work plans and for allocating the appropriated funds.

(b) Of the amount appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention, five million five hundred thousand dollars ($5,500,000) shall be utilized solely for high-risk pest exclusion activities. The work plans for the exclusion of high-risk pests shall be developed by the department with the county agricultural commissioners and in consultation with affected industry representatives. In order to determine the effectiveness of high-risk pest exclusion programs in each county, the criteria established by the department for the work plan shall include, but need not be limited to, the following:

(1) The number of high-risk plant shipments entering each county.
(2) The number of high-risk entry points in each county.
(3) The number of state action quarantine pests intercepted or detected annually in each county.
(4) The work hours expended by each county in conducting exclusion of high-risk pests.
(5) The rate of interceptions and rejections per inspection activity.

(c) To remain eligible for funding under this section, a county shall maintain its support of ongoing operational costs of the county agricultural commissioner programs listed in subdivision (b) of Section 2282, at 1997-98 fiscal year levels.

(d) Funds allocated for high-risk pest exclusion activities pursuant to subdivision (b) may not be expended for any purpose other than the exclusion or detection of high-risk pests consistent with the work plans prescribed in subdivision (a) or scientific evaluation. Funds allocated by each county on or after September 28, 1998, shall not be allocated to other programs listed in subdivision (b) of Section 2282 until the county work plan is approved by the department consistent with the funding appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention for this purpose.

FOOD AND AGRICULTURAL CODE
SECTION 6303.

(a) It is unlawful for any person, except under written permission from a plant quarantine officer or under his specific direction, to move any lot or shipment of plants or other things to which a warning tag or notice has been affixed pursuant to this division, or to remove, alter, destroy, deface, or mutilate any such warning tag or notice.

(b) If any shipment of plants or things is allowed to transit the state or transit to a given destination county under a quarantine warning-hold notice, the shipment of plants or things shall not be diverted to another destination without the written permission of the director or the commissioner of the destination county.

(c) Diversion of a shipment as described in subdivision (b) is unlawful.

Attachment: 21 22 High Risk Exclusion Agreement 21-0394-000-SG (RES-2021-493 : FY 2021/2022 High-Risk Pest Exclusion Cooperative

(d) If a shipment of plants or things requires a state or county plant quarantine officer to be present at the destination to supervise the unloading, inspection, or treatment of a quarantine shipment, the director or commissioner, as the case may be, may charge the shipper or receiver a service fee for the cost of the services. Service fees shall be determined based on the director or commissioner's costs for the services rendered.

FOOD AND AGRICULTURAL CODE
SECTION 6401.

It is unlawful for any person to transport, receive, or import into the state any plant or anything against which a quarantine has been established, or any plant, unless he does both of the following:

(a) Notifies the director or the commissioner of the county in which the plant or thing is received, of the arrival of the plant or thing immediately after its arrival.

(b) Holds the plant, or thing for immediate inspection by the director or commissioner, without unnecessarily moving it, or placing it where it may be harmful.

FOOD AND AGRICULTURAL CODE
SECTION 6403.

The officer who makes the inspection may enter at any time into any conveyance or place within the state where the plant or thing is located to ascertain whether it is, or is liable to be, infested or infected with any pest.

Attachment: 21 22 High Risk Exclusion Agreement 21-0394-000-SG (RES-2021-493 : FY 2021/2022 High-Risk Pest Exclusion Cooperative

Appendix B

INSPECTION GUIDELINES FOR AIR FREIGHT/AIR FREIGHT FORWARDED

The county will perform pest exclusion activities approved by the CDFA as described below for Air Freight/Air Freight Forwarded.

Definitions:

- **Air Freight:** Air cargo shipments of plant material inspected at an airport facility.
- **Air Freight Forwarded:** Any shipment that entered the state via air freight and was forwarded to the destination county under a warning hold notice (blue tag), by compliance agreement authorization, or other shipments that were not previously inspected and released.

Pest exclusion activities of Air Freight/Air Freight Forwarded may include, but are not limited to the following:

1. Reviewing invoices for content origin/destination.
2. Checking shipments for quarantine compliance.
3. Rejecting shipments that are in violation of Food and Agricultural Codes and quarantines.
4. Inspecting for pests (i.e., imported fire ant, Asian citrus psyllid, arthropods, gastropods, and weeds).
5. Sampling for nematodes (less than 100 percent of all shipments may be sampled for nematodes; the decision to conduct nematode sampling on individual shipments should be based upon nematode detection history of the shipper and pest risk associated with the type(s) of plant material in the shipment).
6. Data entry, sample submissions, and reporting as outlined in Scope of Work, Sections 1 and 3.
7. Notifying the Interior Pest Exclusion Program of the presence of any significant pest finds and/or repeat certification violations.
8. Sealing shipments (up to one percent of all shipments may be sent under seal to the receiver with the concurrence of the receiving county; receiving county inspectors shall be present to break the seal and monitor the unloading of all sealed shipments).
9. Reviewing Pest Exclusion Advisories and relevant reports maintained on the CDFA Interior Pest Exclusion Extranet site.

Inspecting shipments of propagative plant material, fruits and vegetables is the highest priority. Inspecting shipments of cut flowers and greenery is a lower priority. As quarantine areas and commercial channels change, county biologist(s) shall prioritize high risk inspection activities as appropriate to meet the changing needs.

The county shall determine the time of day and week the inspections are to occur. If a county finds it necessary to deviate from its approved work plan, the county will notify the Interior Pest Exclusion Program of any changes.

Attachment: 21 22 High Risk Exclusion Agreement 21-0394-000-SG (RES-2021-493 : FY 2021/2022 High-Risk Pest Exclusion Cooperative

Appendix C

INSPECTION GUIDELINES FOR NURSERY STOCK

The county will perform pest exclusion activities approved by the CDFA as described below for nursery stock.

Definitions:

- **Nursery Stock:** Nursery stock shipments that arrive under warning hold notice (008) from Florida, Hawaii, and southern states*. All shipments will have entered California via truck through a border station or via ship and then trucked from the port to the destination. This does not include blue-tagged intrastate shipments of nursery stock inspected for glassy-winged sharpshooter.

Pest exclusion activities of nursery stock may include, but are not limited to the following:

1. Reviewing invoices and warning hold notices for content origin/destination.
2. Checking shipping documents for quarantine compliance.
3. Rejecting shipments that do not adhere to quarantine compliance.
4. Inspecting for pests (i.e., imported fire ant, Asian citrus psyllid, arthropods, gastropods, and weeds).
5. Sampling for nematodes (less than 100 percent of all shipments may be sampled for nematodes, the decision to conduct nematode sampling on individual shipments should be based upon nematode detection history of the shipper and pest risk associated with the type(s) of plant material in the shipment).
6. Data entry, sample submissions, and reporting as outlined in Scope of Work, Sections 1 and 3.
7. Notifying the Interior Pest Exclusion Program of the presence of any significant pest finds including and/or repeat certification violations.
8. Sealing shipments (up to one percent of all shipments may be sent under seal to the receiver with the concurrence of the receiving county; receiving county inspectors shall be present to break the seal and monitor the unloading of all sealed shipments).
9. Reviewing Pest Exclusion Advisories and relevant reports maintained on the CDFA Interior Pest Exclusion Extranet website.

The county shall determine the time of day and week the inspections are to occur. If a county finds it necessary to deviate from its approved work plan, the county will notify the Interior Pest Exclusion Program of any changes.

*Southern states are considered those states that are regulated by State Exterior Quarantine CCR 3271-Burrowing and Reniform Nematode and Federal Domestic Quarantine 7 CFR 301.81-Imported Fire Ant.

Attachment: 21 22 High Risk Exclusion Agreement 21-0394-000-SG (RES-2021-493 : FY 2021/2022 High-Risk Pest Exclusion Cooperative

Appendix D

INSPECTION GUIDELINES FOR PARCEL TERMINALS

The county will perform pest exclusion activities approved by the CDFA as described below for parcel terminals.

Definitions:

- **Parcel Terminals**: FedEx (Express and Home Delivery only), United Parcel Service (UPS), and United States Postal Service (USPS) facilities in your county.

Pest exclusion activities for parcel facility inspections may include, but are not limited to the following:

1. Reviewing invoices for content origin/destination.
2. Checking parcels for quarantine compliance.
3. Rejecting parcels that do not adhere to quarantine compliance.
4. Inspecting for pests (i.e., imported fire ant, Asian citrus psyllid, arthropods, gastropods, and weeds).
5. Sampling for nematodes (less than 100 percent of all shipments may be sampled for nematodes. The decision to conduct nematode sampling on individual shipments should be based upon nematode detection history of the shipper and pest risk associated with the type(s) of plant material in the shipment).
6. Data entry, sample submissions, and reporting as outlined in Scope of Work, Sections 1 and 3.
7. Notifying the Interior Pest Exclusion Program of the presence of any significant pest finds including but not limited to repeat certification violations.
8. Notifying affected parties of a rejection.
9. Reviewing Pest Exclusion Advisories and relevant reports maintained on the CDFA Interior Pest Exclusion Extranet website.
10. Parcel Call Center activities, including counties interacting with the parcel call center for inspection consent on USPS packages.

Inspecting shipments of propagative plant material, fruits and vegetables is the highest priority. Inspecting shipments of cut flowers and greenery is a lower priority. As quarantine areas and commercial channels change, county biologist(s) shall prioritize high risk inspection activities as appropriate to meet the changing needs.

The county shall determine the time of day and week the inspections are to occur. If a county finds it necessary to deviate from its approved work plan, the county will notify the Interior Pest Exclusion Program of any changes.

Attachment: 21 22 High Risk Exclusion Agreement 21-0394-000-SG (RES-2021-493 : FY 2021/2022 High-Risk Pest Exclusion Cooperative

Appendix E

INSPECTION GUIDELINES FOR ADDITIONAL PATHWAYS

The county will perform pest exclusion activities approved by the CDFA as described below for additional pathways.

Definitions:

Additional Pathways:

- Beehives – inspections of beehives that do not include Bee Safe Program activities
- Facilities and Properties – inspections of recreation vehicle (RV) parks and other recreational properties/facilities
- Grain – inspections of grain and storage facilities as described in CCR 3556, and inspections of mills/storage facilities inspections of grain that may host high risk pests
- Gypsy Moth – inspections conducted at residential, storage, or other locations (such as military facilities) on articles regulated by the Federal Domestic Gypsy Moth Quarantine
- Hay 008 – inspections of hay shipments that arrive under warning hold notice (008)
- Other Parcel – inspections conducted at Amazon, CA Overnight, DHL, FedEx Ground, GLS/GSO, or OnTrac
- Post Entry – inspection of facilities and growing grounds receiving post entry quarantine material to ensure compliance with importing requirements
- Roadside Vendors – inspections of independent vendors selling agricultural products by or near public roads
- Seed 008 – inspections of seed shipments that arrive under warning hold notice (008)
- Special Survey - Pest Exclusion inspection activities involving survey of quarantine pests detected in interstate and international transit, as approved by CDFA
- Specialty Warehouse/Markets – inspections conducted at warehouses/markets that cater towards a given community
- Spotted Lanternfly – inspections conducted at residential, storage, or other locations (such as military facilities) on articles regulated by the State Exterior Spotted Lanternfly Quarantine
- Swapmeets/Flea Markets – inspections conducted at multiple independent vendors at one location
- Truck – inspections of plant shipments not from Florida, Hawaii, or southern states*

Pest exclusion activities for Additional Pathways inspections may include, but are not limited to, the following:

1. Reviewing invoices for content origin/destination.
2. Checking agricultural products, shipments, material, or means of conveyance for quarantine compliance.
3. Rejecting agricultural products, shipments, or material that are in violation of Food and Agricultural Codes and quarantines.
4. Inspecting for pests (i.e., imported fire ant, Asian citrus psyllid, arthropods, gastropods, and weeds).

Attachment: 21 22 High Risk Exclusion Agreement 21-0394-000-SG (RES-2021-493 : FY 2021/2022 High-Risk Pest Exclusion Cooperative

5. Sampling for nematodes (less than 100 percent of all shipments may be sampled for nematodes. The decision to conduct nematode sampling on individual shipments should be based upon nematode detection and pest risk associated with the type(s) of plant material).
6. Data entry, sample submissions, and reporting as outlined in Scope of Work, sections 1 & 3.
7. Notifying the Interior Pest Exclusion Program of the presence of any significant pest finds and/or repeat certification violations.
8. Notifying affected parties of a rejection.
9. Reviewing Pest Exclusion Advisories and relevant reports maintained on the CDFA Interior Pest Exclusion Extranet site.

The county shall determine the time of day and week the inspections are to occur. If a county finds it necessary to deviate from its approved work plan, said county will notify the Interior Pest Exclusion Program of any changes.

* Southern states are considered those states that are regulated by State Exterior Quarantine CCR 3271-Burrowing and Reniform Nematode and Federal Domestic Quarantine 7 CFR 301.81-Imported fire ant.

Attachment: 21 22 High Risk Exclusion Agreement 21-0394-000-SG (RES-2021-493 : FY 2021/2022 High-Risk Pest Exclusion Cooperative

(County Letterhead)

Appendix F

California Department of Food and Agriculture
Plant Health and Pest Prevention Services
Email Jessica Snow
Jessica.Snow@cdfa.ca.gov

County High Risk Pest Exclusion Program
Contract #
Budget Display FY 2021/2022
Invoice for Period from 07/01/2021 to 06/30/2022

Personnel Services

Employee and Classification	Total Hours	Hourly Rate	Total Salaries
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
Total Hours	0.00	Total Salaries	0.00

Total Personnel Services	0.00
Indirect (up to 25% of Personnel Services)	0.00
Grand Total:	0.00

Contract Amount	0.00
Billed to Date	0.00
Balance	0.00

Attachment: 21 22 High Risk Exclusion Agreement 21-0394-000-SG (RES-2021-493 : FY 2021/2022 High-Risk Pest Exclusion Cooperative

High Risk Pest Exclusion Program
County Work Plan
FY 2021/2022
July 1, 2021 through June 30, 2022

County: Mariposa
Agreement Manager: Monica Nielsen

cdfa
CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

	# of Facilities Requiring Activities	Estimated Visits/Year/Facility	Estimated Hours/Visit	Total Estimated Hours/Year	Cost per Pathway	
Parcel	1	2	0.5	1.00	$ 62.38	
Air Freight				0.00	$ -	
Nursery Stock				0.00	$ -	
Additional Pathways	13	1.55	1.8	36.27	$ 2,262.46	
			Total Hours:	37.27	$ 2,324.84	:Estimated Cost
			Estimated Annual Cost:	$2,324.84	62.37832036	:Total Cost per Hour

The Personnel Cost Worksheet must be submitted with work plan.

Attachment: 21 22 High Risk Exclusion Agreement 21-0394-000-SG (RES-2021-493 : FY 2021/2022 High-Risk Pest Exclusion Cooperative

Attachment: 21 22 High Risk Exclusion Agreement 21-0394-000-SG (RES-2021-493 : FY 2021/2022 High-Risk Pest Exclusion Cooperative

High Risk Pest Exclusion Program
County Personnel Cost Worksheet
FY 2021/2022
July 1, 2021 through June 30, 2022

County: Mariposa

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Sr. Agricultural & Stadards Inspector	$42.67	$11.55	$54.22	21	$1,138.62
Agricultural & Standards Inpsector I	$29.95	$14.38	$44.33	16.27	$721.25
	$0.00	$0.00	$0.00		$0.00
	$0.00	$0.00	$0.00	0	$0.00
	$0.00	$0.00	$0.00	0	$0.00
			Total Hours/Cost:	37.27	$1,859.87
				Insert Overhead Cost Percentage:	25%
				Estimated Annual Cost:	$2,324.84

The work plan must be submitted with the personnel cost worksheet.

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

August 3, 2021

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

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

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

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

No public input. Regarding CA4, Supervisor Forsythe spoke in support of Shannon Hansen for the position.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2021-449**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2021-450**

Minutes Acceptance: Minutes of Aug 3, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

CA3. **Sheriff's Office RES-2021-451**

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

CA4. **Administration/Human Resources RES-2021-452**

Appoint Shannon Hansen as Interim Director of Public Works and Transportation at a Salary of $12,345.07 Per Month, Effective Immediately

CA5. **Board of Supervisors**

Approve the Minutes of Saturday, July 17, 2021

CA6. **Board of Supervisors**

Approve the Minutes of Tuesday, July 27, 2021

CA7. **County Counsel RES-2021-453**

Approve a One Year Lease Agreement with Homen Properties LLC for Office Space for the Grand Jury; and Authorize the Board of Supervisors Chair to Sign the Lease Agreement

CA8. **HHS/Social Services RES-2021-454**

Approve the Area 12 Agency on Aging (A12AA) Standard Agreement for Senior Meals and Transportation Programs for FY 2021-2022 in an Amount Not to Exceed $161,248; Authorize the Board of Supervisors Chair to Sign the Agreement; and Designate the Health and Human Services Agency Director as the Designee to Complete and Sign Documents Per Exhibit E of the Agreement

CA9. **HHS/Social Services RES-2021-455**

Approve Agreement with California Department of Housing and Community Development to Accept a Second Allocation for the Transitional Housing Program; and Authorize the Health and Human Services Agency Director to Sign Any Documents Necessary to Accept the Award (Subject to Review by County Counsel as to Legal Form)

CA10. **Sheriff's Office RES-2021-456**

Approve Budget Action Transferring Funds Within the Sheriff's Department Fiscal Year 2021-2022 Budget to Allow the Purchase of a Fixed Asset - Mobile Repeater ($14,951)

CA11. **Treasurer-Tax Collector-County Clerk RES-2021-457**

Approve Three Year Agreement with Granicus for Marriage License Software in the Total Amount of $15,824; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Treasurer-Tax Collector-County Clerk RES-2021-458**

Minutes Acceptance: Minutes of Aug 3, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Approve Three Year Agreement with Granicus for Fictitious Business Name (FBN) Software in the Total Amount of $4,902; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Departmental Presentation

Kristina Allen/Deputy Director of Public Heath reported on twenty-one new cases, noting that they stopped reporting over the weekends to give their communications team a break. She also discussed an increase of cases in Yosemite National Park; reported that the county's vaccine status is in the 55-56% range; advised of upcoming clinics at the Community Health Center, Coulterville Park, Tenaya Lodge, and Yosemite Medical Clinic. Dr. Allen advised there are twenty-three active cases, three of which have been hospitalized. She also encouraged people to be honest if contacted by contact tracers, because they are seeing growing non-compliance with their team.

Kari Kisela/Chamber of Commerce announced a new banner partnership with Arbor Works. In response to Supervisor Long's inquiry, Ms. Kisela noted that they are waiting to hear back from Gary Brown, County Engineer regarding the poles and wires at Happy Burger. Ms. Kisela also noted that there will be a special presentation by CalTrans this Friday at 8:30 AM in the Chambers.

Marlon Regisford/Caltrans District 10 Planning and Local Assistance representative extended thanks for the acknowledgement of the upcoming presentation; advised that they have just received and completed their Climate Action Plan for Transportation Infrastructure (CAPTI) which is to help Caltrans adapt to climate change while supporting public health, safety, and equity; and advised that the plan is available on the Calfta website at calfta.ca.gov. Mr. Regisford advised that Caltrans just completed the Caltrans Active Transportation Plan which will help with their efforts for bicycle, pedestrian, safety and accessibility. He also discussed the Clean California effort, noting that there will be money available for clean-up of encampments and litter debris around California. Mr. Regisford also advised that Sam Sherman has just been hired as the Clean California Coordinator for District 10 and can be reached at sam.sherman@dot.ca.gov. He also noted that the upcoming asphalt overlay project at the Highway 140/49 junction will be finished later on this year and suspended for the winter. Mr. Regisford also extended congratulations to the County for receiving the Active Transportation Program Grant and the Sustainable Communities Grant for the Mariposa Creek Parkway.

F. Public Comment on Non-Agenda Items

Debra Barcellos/Heritage House began speaking in support of the item to purchase the Jones Street property. Chair Long advised that the item of her interest is on the Regular Agenda.

An unidentified gentleman noted coming to Mariposa County in 1991, discussed the 1997 flood which shut the town down; noted that every time there is some recovery, something else happens. He also advised that Mariposa leads the nation in parades per capita; noted the streets that are closed off for parade staging; noted that the no parking signs go up on Thursday; and suggested that it would be better for them to go up on Friday instead because no one parks there all night.

Mary Ann Huff/Coulterville Visitor Center and Northern Mariposa County History Center advised that the Hotel Jeffrey has been sold and that the new owners hope to

Minutes Acceptance: Minutes of Aug 3, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

open up by next June, and advised that they had a town clean up along Main Street. She also extended thanks to the Tourism Bureau for the articles and blogs they have published, and advised that they also produced place maps for Coulterville, similar to the one for Mariposa. Ms. Huff gave statistics on the visitors that the Visitor Center has tracked. She also noted changes to the CoyoteFest, and advised of the upcoming opening of the Barrett Room in the History Center.

Recess

9:34 AM Chair Long recessed the meeting for a brief break and reconvened at 9:37 AM.

G. Regular Agenda Items

1. **County Counsel RES-2021-459**

Approve a Lease Agreement for Mariposa-Yosemite Airport Ground Space; and Authorize the Board of Supervisors Chair to Sign the Agreement

Steven W. Dahlem/County Counsel and Shannon Hansen/Interim Director of Public Works and Transportation gave the staff report. Mr. Dahlem then introduced Gary Friesen who gave a PowerPoint presentation that addressed size of the lots and email communications. Public comment opened and a voice was heard on the telephone line. However, it was faint and unintelligible. Public comment closed.

Supervisors Long, Smallcombe, Forsythe and Sweeney extended the Board's apologies to Mr. Friesen for his experience.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. **Administration RES-2021-460**

PUBLIC HEARING IS CONTINUED FROM JULY 27, 2021. PUBLIC HEARING: Approve the Purchase and Sale Agreement for Real Property Identified as 5123 Jones Street or as Assessor's Parcel Number 013-112-0030 for Transitional Housing; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Other Documents Necessary to Execute the Sale (Subject to Approval as to Form by County Counsel)

10:02 AM Chair Long opened the public hearing.

Dallin Kimble/County Administrative Officer introduced Shannon Gadd/Health and Human Services Agency (HHSA) Director who gave a PowerPoint presentation regarding the need for this project. During public comment, the item was urged by Debra Barcellos/Mariposa Heritage House, Suzanne Carr, Kathy Hefner, Crystal Blackburn, Gabby Maxwell, and Allison Tudor/Alliance for Community Transformation.

Board discussion ensued regarding what will be needed to rehabilitate the property, potential funding from Project Homekey or the PLHA, and the need for further Board action to decide whether to tear the building down or fix it. In response

Minutes Acceptance: Minutes of Aug 3, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

to an inquiry from Supervisor Sweeney, Juli Simms discussed the PLHA grant application, which is due in August, and noted that it is a competitive grant.

11:06 AM Chair Long closed the public hearing.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

Recess

11:00 AM Chair Long recessed the meeting for a brief break and reconvened at 11:06 AM.

3. **Administration** **RES-2021-461**

Approve the Response of the Board of Supervisors to the 2020-2021 Mariposa County Grand Jury Final Report; Authorize the Board of Supervisors Chair to Sign the Response; and Direct the County Administrative Officer to Transmit the Response to the Presiding Judge of the Mariposa County Superior Court

Dallin Kimble gave the staff report. No public comment. Chair Long noted for the record that recent Board actions were based on internal investigations and not on the Grand Jury report.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Tom Sweeney, District II Supervisors
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

H. Items removed from Consent Agenda

None.

I. Board Information

Information received.

J. Closed Session

1. **Administration** **(ID # 12029)**

CLOSED SESSION: Conference with Real Property Negotiator; Description of Real Property: 5080-5082 Bullion Street, Mariposa (APN 013-152-0060); Agency Negotiator: Dallin Kimble, County Administrative Officer; Closed Session Will Concern Price and Terms of Lease/Purchase

No public input.

Minutes Acceptance: Minutes of Aug 3, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

RESULT: CLOSED SESSION HELD

Recess

11:33 AM Chair Long moved the meeting into Closed Session.

Reconvene

11:48 AM Chair Long reported that Information was Received and Direction was Given during the Closed Session.

K. Adjournment

11:48 AM Chair Long adjourned the meeting in memory of Bradford Aborn.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Aug 3, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

August 10, 2021

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

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

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

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

No public comment. Chair Long removed CA8 for a separate vote, and moved CA12 to the third position in the Regular Agenda.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Tom Sweeney, District II Supervisors

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2021-462**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

Minutes Acceptance: Minutes of Aug 10, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

CA2. **Health and Human Services RES-2021-463**

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

CA3. **Sheriff's Office RES-2021-464**

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

CA4. **Administration RES-2021-465**

Approve a Memorandum of Understanding (MOU) Between the County of Mariposa, a Subdivision of the State of California, and Mariposa County Victim Witness Services, a Division of the Mariposa County District Attorney's Office, for Office Space at 5085 Bullion Street; and Authorize the Board of Supervisors Chair to Sign the MOU

CA5. **Administration RES-2021-466**

Ratify Letters Requesting Support for an Arts and Tourism Project in Mariposa County

CA6. **Administration RES-2021-467**

Approve Letters of Thanks for the Congressionally Directed Spending Request for the Wawona Ambulance Bay; and Authorize the Board of Supervisors Chair to Sign the Letters

CA7. **Agricultural Commissioner RES-2021-468**

Approve the Bee Safe Program Cooperative Agreement No. 21-0294-000-SG for Fiscal Year 2021/2022 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. Item Considered Separately

CA9. **Health and Human Services 2021-72**

Re-Appoint Margarita King; and Re-Appoint Liz Wilcox into the New Category of Discretionary Representative from the Previous Category of Public Agency Representative, to the Local Child Care Planning Council (LCCPC) for Three Year Terms Expiring August 10, 2024

CA10. **Health and Human Services RES-2021-469**

Approve Certificates of Compliance for the Veterans Affairs Subvention Program and Medi-Cal Cost Avoidance Program for Fiscal Year 2021-2022; and Authorize the Board of Supervisors Chair to Sign the Certificates

CA11. **HHS/Behavioral Health & Recovery Services RES-2021-470**

Approve an Agreement with BHC Fremont Hospital to Provide Inpatient Hospital Services for Mariposa County Behavioral Health in an Amount Not to Exceed $150,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. Moved to Regular Agenda for Further Discussion

CA13. **HHS/Social Services RES-2021-471**

Minutes Acceptance: Minutes of Aug 10, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Approve an Operational Agreement Between Ethos Youth Center, a Program of Alliance for Community Transformations, Inc., and Mariposa County Health and Human Services Agency (HHSA) to Provide Services for Children who Are Victims of Crime; and Authorize the Health and Human Services Agency Director to Sign the Agreement

CA14. **Public Works** **RES-2021-472**

Declare Wreaths Across America to be a County Sponsored Event and Waive the Facility Use Fee for the County Courthouse

CA15. **Public Works** **RES-2021-473**

Approve Change Order One (1) with Chaney Construction Industries for Three Fire Station Roof Repair Projects to Increase Compensation by $23,475 for a New Total Amount Not to Exceed $161,338.50; and Authorize the Board of Supervisors Chair to Sign the Change Order

Items Considered Separately

CA8. **Board of Supervisors**

Approve the Minutes of Tuesday, July 13, 2021

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

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

ABSTAIN: Miles Menetrey, District V Supervisor

E. Board Recognitions

1. **Child Support Services** **2021-73**

Proclaim August 2021, as "Child Support Awareness Month"

Sharon Wardale-Trejo gave the staff report accompanied by a PowerPoint presentation. No public comment. Chair Long extended thanks for the presentation and congratulated Ms. Wardale-Trejo on her recent receipt of the Truly B. Knox Award from the Child Support Directors Association.

Chair Long presented the proclamation to Ms. Wardale-Trejo.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

F. Departmental Presentation

Minutes Acceptance: Minutes of Aug 10, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Eric Sergienko/County Health Officer noted that they will be doing a more formal presentation later today.

Keith Williams/Treasurer - Tax Collector - County Clerk noted that the September 14, 2021 recall election will operate like the 2020 presidential election; advised that they will be mailing ballots to everyone on Monday; noted that they will be utilizing the same voting centers; and advised that they will have drop boxes in the same locations with the exception of Wawona. In response to Supervisor Long's inquiry about cost, Mr. Williams noted that the State is paying the full expense of the election. Supervisor Sweeney and Mr. Williams discussed ways for people to register to vote.

Jeremy Briese/Sheriff - Coroner - Public Administrator advised of a two-day marijuana eradication operation, noting that the marijuana enforcement team has been working around the clock over the last few weeks to prepare and coordinate the event with multiple agencies. He reported on the number of plants eradicated yesterday, as well as the number of arrests made, and the number of firearms and cash that were confiscated from fifteen large grows that existed across the county in every district. He also advised that they focus on another ten locations today. Sheriff Briese also extended thanks to the leaders in the community, the departments, and my staff for their efforts; and noted taking the Board liaisons in the field to witness the operation. He also reported that in addition to the seizures, they found a large amount of methamphetamine, cocaine, and fighting roosters. In response to Supervisor Long's inquiry, Sheriff Briese noted that while some extended into Bureau of Land Management (BLM) and Forest Service lands, almost all of the operations were on private property, which takes time to establish probable cause and get search warrants. Supervisor Menetrey reported on his observations including the briefing that began at 6:00 AM yesterday, what occurs during the take-down of the grows, and the fact that many of the agency participants volunteered for the operation and came in on their days off. Supervisor Menetrey also discussed the animal cruelty which, he noted, was the hardest thing for him to see. Supervisor Menetrey also reported that these were not local residents. Supervisor Forsythe extended thanks for the opportunity to observe; noted that the chickens were bad but that he really has a problem with taking marijuana into a child's room and trimming it, or exposing children to weapons; and advised of a child's toy AK47 lying next to Dad's AK47 and noted the potential danger should the toy get pointed at a law enforcement officer. Supervisor Forsythe extended kudos to everyone involved and noted that some growers were hurt but that the 13 or 14 people who went to jail were probably out by the afternoon because it is a misdemeanor in the State of California. Supervisor Smallcombe extended thanks to all and noted that hearing concerns from older women who live next to marijuana grows. She also noted that she hopes that everyone pays attention to this. Sheriff Briese noted that the marijuana team is made up of deputies who fill other roles; advised that people expect them to immediately run out after receiving a call but noted that the numbers, severity, and investigation go into how long it takes to establish probable cause; and noted that they have to investigate and categorize the severity of the grow first so as not to jeopardize the safety of the deputies since the drug trafficking organizations are higher risk because they don't know who or how many are on site. Sheriff Briese also reported that they are looking at developing a tier system to help prioritize sites; and advised that there are also potential issues with human trafficking.

Kari Kisela/Chamber of Commerce extended thanks for the turnout at the Caltrans meeting last Friday. She also advised of an upcoming ribbon cutting

Minutes Acceptance: Minutes of Aug 10, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

ceremony for the Mariposa Fry Bread Company starting at 1:00 PM on August 13th at the Visitor Center.

G. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

9:56 AM Chair Long recessed the meeting, followed by the Clerk's reading of the Government Code announcement.

H. LOCAL TRANSPORTATION COMMISSION

9:56 AM Chair Long convened the Local Transportation Commission (LTC) with all members present.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works LTC-2021-24**

Approve First Amendment to the Agreement with Walker Associates for the Short Range Transit Plan for an Additional $4,500 for a New Total Amount Not to Exceed $59,500; and Authorize the LTC Chair to Sign the Amendment

Shannon Hansen/Interim LTC Executive Director gave the staff report. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. **Public Works LTC-2021-25**

Approve First Amendment to the Agreement with NCE for an Update to the Pavement Management Program for an Additional $4,700 for a New Total Amount Not to Exceed $59,700; and Authorize the LTC Chair to Sign the Amendment

Shannon Hansen gave the staff report. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Minutes Acceptance: Minutes of Aug 10, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Adjourn LTC

10:01 AM Chair Long adjourned the LTC meeting.

Reconvene as Board of Supervisors

10:01 AM Chair Long reconvened the Board meeting.

I. Regular Agenda Items

1. **Sheriff's Office RES-2021-474**

Approve a Three Year Inmate Telephone Service Agreement with NCIC to Install and Maintain an Inmate Communication Operating System; and Authorize the Board of Supervisors Chair to Sign the Agreement

Jeremy Briese gave the staff report. Board discussion ensued regarding the services that will be offered. No public comment.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. **HHS/Behavioral Health & Recovery Services RES-2021-475**

Approve Submission of the "Mariposa County 2021/22 Mental Health Services Act (MHSA) Annual Plan Update" to the Department of Health Care Services (DHCS) and "Prevention Early Intervention (PEI) Report for Fiscal Year 2019/20"; Authorize the Health and Human Services Agency Director to Sign the Certifications and Any Subsequent Amendments with DHCS with Regard to the MHSA Plan and PEI Report (Subject to Approval as to Legal Form by County Counsel); and Authorize the Health and Human Services Agency Director to Implement the Activities Within the "Mariposa County 2021/22 Mental Health Services Act (MHSA) Annual Plan Update" and "Prevention Early Intervention (PEI) Report for Fiscal Year 2019/20" Upon DHCS Approval

Baljit Hundal/Health and Human Services Agency (HHSA) Deputy Director of Social Services gave the staff report and introduced Laura Glenn who provided a handout and gave an overview of the plan. No public comment.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Tom Sweeney, District II Supervisors
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

Minutes Acceptance: Minutes of Aug 10, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Recess

10:22 AM Chair Long recessed the meeting for a brief break and reconvened at 10:29 AM.

3. **HHS/Social Services RES-2021-476**

Approve an Agreement with Xavus to Provide Software Services for the Senior Center in the Amount of $13,292.10 Which Will be Reimbursed by Calaveras-Mariposa Community Action Agency; Included in This Approval Request is an Ongoing Subscription for Licensing, Training, Ongoing Maintenance and Support at a Cost of $2,300.00 Annually Beginning in Year-Two; and Authorize Mariposa County Health and Human Services Agency Director to Sign the Agreement

Julianne Sims/HHSA Deputy Director of Health gave the staff report. No public comment. Supervisor Smallcombe extended thanks to Ms. Simms and the Calaveras-Mariposa Community Action Agency.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Tom Sweeney, District II Supervisors
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

4. **Administration (ID # 12072)**

Discussion and Direction Regarding Response to COVID-19

Eric Sergienko noted that the two facets to today's discussion regard potential actions as an employer, as well as those that may be needed for the health and safety of residents and visitors given the significant increase in additional COVID19 cases due to the Delta variant. Dr. Sergienko gave a PowerPoint presentation and discussed vaccination rates, hospital bed capacity, the spread among younger individuals who are in the hospital longer and consume more resources, workplace clusters of infection, the prevalence for transmission among unvaccinated people; levels of activity in neighboring counties; and a history of past health officer orders from the State and subsequent local actions. Joe Lynch/Assistant County Administrative Officer (ACAO) - HR and Technology noted that internally, 20% all cases of COVID19 happened in the last three weeks; discussed the spread from customers to employees, then within the department which is the basis for discussing closing lobbies and splitting teams. In response to Supervisor Sweeney's inquiry, Steven W. Dahlem/County Counsel noted that, according to Liebert Cassidy and Whitmore, the County has the right to require vaccination of all employees.

Public comment opened.

Vince Kehoe/Assessor - Recorder advised that a workplace cluster in the Recorder's Office would shut down the local real estate market as there would be no recordings or transfers of property until employees could return to the office; and advocated for closing lobbies as business continued the last time buildings were closed and would do so again now. In response to Supervisor Smallcombe's inquiry, Mr. Kehoe noted that they were able to make the last closure work but that it did slow

Minutes Acceptance: Minutes of Aug 10, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

them down. However, he noted that they were also in the middle of the Megabyte implementation which might have contributed to the slow down, as well. In response to Supervisor Menetrey's inquiry regarding the sufficiency of shields and masks, Mr. Kehoe noted that he would tend to err on the side of caution because he will have to shut down if they have a workplace cluster.

Keith Williams/Treasurer - Tax Collector - County Clerk noted a similar concern, but advised that they will be starting on voting on Monday and he is not wanting to close his lobby until the election. Mr. Williams also noted that there was no election the last time lobbies were closed; and advised against closing his lobby and, instead, requiring employees and public to wear masks, but cautioned that they cannot require voters to wear masks.

Jeremy Briese recognized Doctors Sergienko and Allen, and their staff, for being aggressive; and advised that it may not be possible to adopt general rules and noted that the deputies in the Courthouse must follow the rules of the judge, while those is the jail must follow State mandates. He also discussed potential ways to minimize some public access in his lobby but noted that paperwork is constantly coming in; and he noted concerns that his staff has expressed regarding the interoffice mail. Sheriff Briese also advised of confusion that he has heard from residents and staff, and discussed the need for consistent communications. He also noted that he has been receiving a lot of questions and concerns from residents and staff regarding masking; noted that he tries to defer them to Public Health; and advised that the concern is employee safety versus questions from the residents. Sheriff Briese also noted that this new virus seems to be hitting our youth hard, and recounted that he has had a lot of young people express how that is affecting them mentally, especially the fear of what their friends will think and he suggested crafting something to help the juveniles understand better. He advised that the fear is real; cautioned that everyone needs to remember that there are people behind the numbers; ensured that his office has implemented all kinds of protocols to keep everyone safe; and expressed a desire to not only support Public Health and County Administration, but also to help relay the appropriate response.

Dr. Sergienko highlighted the relationship between HHSA and the Sheriff's Office and encouraged those with questions to contact Lizz Darcy at HHSA. He also discussed masking, noting that the biggest source of infection is viral air droplets rather that from solid surfaces so masks redirect the airflow so that people are not breaking directly into someone's face.

Kathleen Armstrong asked the Board to consider what the Federal government is doing; encouraged businesses to cooperate with health and safety measures because we have a serious problem which we need to address, and expressed appreciation and gratitude for Dr. Sergienko and his staff.

Pete Judy/Chief Probation Officer advised that he is currently traveling across country; noted that you can argue about the effects of masks but that they are also visual cue that remind everyone to maintain their distance and regularly wash their hands. He also noted that he is seeing everywhere that people are not being required to wear a mask if they are vaccinated. Chief Judy also noted that he has seen a dramatic shift with his employees as the anti-vaccinators have become bolder; and recounted an instance where an employee's child got COVID19 but that the employee would not call it in, yet the employee then got COVID19 which put more pressure on the other employees.

Dallin Kimble/County Administrative Officer (CAO) expressed gratitude to Dr. Sergienko and Mr. Lynch for their presentation. He also discussed CAL OSHA

Minutes Acceptance: Minutes of Aug 10, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

standards, which automatically assume that employees who get COVID19 are catching it at work; and spoke in support of being careful. Mr. Kimble also noted that Public Works is again cleaning the frequently touched surfaces; emphasized that anything done today will be temporary, based on our situation; and noted that it might be useful to anchor any action to some metric. He noted that the CDC has a tiered system, and the Board could say that it will take a particular action until the County is in the moderate tier. Mr. Kimble also noted his agreement that whatever is done needs to be clear to the public, so that we communicate any offices or services that are closed.

Public comment closed.

Board discussion ensued regarding whether a best management practice has developed from a legal standpoint regarding the CAL OSHA standard, whether the Board wishes to be more restrictive than the State requires; how determination was made that vaccinated individuals transmitted the COVID19 virus in a Massachusetts episode; the effectiveness of self-attestation; the need for consistency, as highlighted by some of the problems that have ensued due to inconsistent communications from the State; protection of employees and maintenance of differing County operations; limiting today's discussion to County employees so that the community can participate in the broader discussion; the efficacy of the office barriers that have already been put in place; functioning by appointment only for contact tracing purposes should it be needed; moving things outdoors where appropriate; communicating the changes to the public; teleworking and travel for County business; physical verification of vaccine status and recurring testing for employees who are not vaccinated; whether employees should be masked or socially distanced; rolling protocols back to those that were implemented in March of 2020; the availability of rapid antigen tests; and whether employees should be required to be vaccinated as other jurisdictions are doing.

Direction was given, and the CAO advised that he will bring a policy to that effect within one week.

DIRECTION:
The discussion was bifurcated and the CAO was directed to return next week with a separate item regarding the County at-large and to conduct extensive public outreach for that item, with the assistance of the HHSA and Sheriff's Public Information teams.

As to County operations, the Board concurred that, effective immediately or as soon as feasible, County facilities are to roll back to what was implemented in March of 2020 until such time as the County meets the Moderate category threshold. Actions will include:

- **Closing County spaces on a department-by-department basis as needed, with the Board meetings open for meetings but with social distancing and mask requirements back in place;**
- **Revisit teleworking, if necessary; and**
- **Limit business travel.**

The Clerk of the Board was given direction to update the County website to reflect the closures, and was directed to be the nexus of that information. Additionally, verification of employee vaccinations will now be required, with unvaccinated employees required to test weekly.

Minutes Acceptance: Minutes of Aug 10, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

RESULT: DIRECTION GIVEN

J. Items removed from Consent Agenda

CA12 was considered at I.3.

Recess

12:15 PM Chair Long recessed the meeting.

K. 2:00 PM Reconvened

Supervisor Menetrey clarified for the listening public that prior to the lunch break he had asked why the reporter was not there to report on the discussion and, in response, received a communication from Christina Manuel during the break that she is home ill.

1. **Health and Human Services (ID # 12056)**

Receive a Presentation from Stephanie Sonnenshine, CEO of the Central California Alliance for Health (CCAH) Regarding Central California Alliance for Health Managed Care - Possible Transition to a County Organized Health System (COHS) Model of Medi-Cal Managed Care

Eric Sergienko gave the staff report, noting that they have been looking at the County Organized Health System which has now branched out; and he advised that we have been given the opportunity to opt-out of our regional model and move into a County Organized Health System. He then introduced Stephanie Sonnenshine/CEO of the Central California Alliance for Health (the Alliance) who gave a report about their services. Shannon Gadd/HHSA Director advised that their intention is to bring another Board item at the end of this month to provide more information, and then to come back in September with an ordinance approving the transition. Board clarification was sought regarding how recipients would interact with the Alliance, and how the Alliance would interact with local providers. Ms. Sonnenshine responded to all inquiries. No public comment.

Board discussion ensued regarding potential fallout from programs being implemented on the State and Federal levels; what happens to Anthem and Blue Cross if the County opts out of the regional model and works with Alliance; legal issues surrounding data sharing; and potential effects to client services among different insurers.

RESULT: INFORMATION RECEIVED

2. **Public Works (ID # 11937)**

Receive a Presentation from the Water Agency Advisory Board Regarding Next Steps in Implementation of the M.I.D. Settlement

Shannon Hansen/Interim Public Works Director extended thanks to the Water Agency Advisory Board (WAAB) and the time they put into this and introduced John McCammon/WAAB Chair who spoke in support of conducting a study to determine the feasibility for potential water projects; and noted that the Water Agency Advisory Board has fulfilled its old role and inquired as to a new role going forward given that

Minutes Acceptance: Minutes of Aug 10, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

the County does not have a dedicated advocate for mining and natural resource issues to conduct a feasibility study, issue a Request For Proposals (RFP), and manage contracts, etc. Mr. McCammon concluded with a request that the Board reserve the funds from the settlement, authorize the appropriate County staff to move forward, and provide direction on what it wants to do with the WAAB. No public input.

Board discussion ensued regarding potential water project sources, the water rights that were received in the settlement, the $250,000 that was originally set aside to conduct a feasibility study, the terms of the MID settlement, the potential increase in cost given the time that has lapsed since the settlement, how to acquire the expertise and guidance needed to move forward with a feasibility study; the potential for County staff to develop the RFP and the WAAB members providing guidance on the feasibility study; and the need to expand the purpose of the WAAB to allow them to provide expertise that staff can use to write the RFP; the need for need to include stakeholder engagement in any contracts; whether additional staff or a consultant is required; and partnering with the Mariposa County Resource Conservation District on an RFP.

DIRECTION:

The CAO is to facilitate the preparation of an RFP for a Water Project Feasibility Study that will use the $250,000 previously allocated for such a study, and which will come back to the Board for approval prior to being issued; any use of M.I.D. settlement funds is to be limited until the Board receives the completed feasibility study and decides if it will pursue a water project; and the WAAB authorities and purpose are to be updated to allow its members to work on the issue.

RESULT: DIRECTION GIVEN

L. Board Information

The Board concurred with skipping this section today. Supervisor Smallcombe, however, wished to extend kudos to Ahmad Alkhayyat/Roads Manager and County Counsel for posting a sign on Moss Creek Bridge suggesting that bicyclists walk their bikes across the bridge.

M. Adjournment

3:15 PM Chair Long adjourned the meeting in memory of Della Mae Dahlem.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Aug 10, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2021-494

MEETING: August 24, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Agreement with Heritage Oaks Hospital to Provide Inpatient Services

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Heritage Oaks Hospital, Inc. to Provide Inpatient Mental Health Rehabilitation Services for Mariposa County Health and Human Services Agency (HHSA) in an amount not to exceed $200,000; and Authorize the Board of Supervisors Chair to sign the Agreement.

The County does not operate inpatient mental health rehabilitation facilities and therefore contracts out for such placements. Multiple contracts are necessary to meet the potential need for mental health emergency services because beds are in short supply throughout California. If the County limits the number of agreements, there would likely come a time that someone were in danger to themselves or others, and no bed space would be available.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The previous agreement with this contractor was approved by the Board on November 10, 2020 by Resolution Number 2020-657.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this agreement is not approved, HHSA crisis response workers may have greater difficulty in placing clients who require emergency psychiatric hospitalization.

FINANCIAL IMPACT:
This agreement will continue to be paid within the Behavioral Health budget unit. The cost will not exceed the daily inpatient and physician's fees of $979 as stated in Exhibit B of the agreement. There is no impact to the County General Fund.

ATTACHMENTS:
Heritage Oaks Agreement 2022 - Wcsignature (PDF)

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

REF ID# 12069

Attachment: Heritage Oaks Agreement 2022 - Wcsignature (RES-2021-494 : Agreement with Heritage Oaks Hospital to Provide Inpatient

AGREEMENT FOR ADULT PSYCHIATRIC INPATIENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and BHC Heritage Oaks Hospital, Inc.; dba Heritage Oaks Hospital ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2021 and terminate on June 30, 2022 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $200,000. Contractor's rates are listed in Exhibit B, "Cost Proposal." County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits 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 $2,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance 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.

Attachment: Heritage Oaks Agreement 2022 - Wcsignature (RES-2021-494 : Agreement with Heritage Oaks Hospital to Provide Inpatient

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Attachment: Heritage Oaks Agreement 2022 - Wcsignature (RES-2021-494 : Agreement with Heritage Oaks Hospital to Provide Inpatient

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:
Heritage Oaks Hospital
4250 Auburn Blvd
Sacramento, CA 95841

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 742-0996

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

Attachment: Heritage Oaks Agreement 2022 - Wcsignature (RES-2021-494 : Agreement with Heritage Oaks Hospital to Provide Inpatient

related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

Attachment: Heritage Oaks Agreement 2022 - Wcsignature (RES-2021-494 : Agreement with Heritage Oaks Hospital to Provide Inpatient

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or

Attachment: Heritage Oaks Agreement 2022 - Wcsignature (RES-2021-494 : Agreement with Heritage Oaks Hospital to Provide Inpatient

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.

Attachment: Heritage Oaks Agreement 2022 - Wcsignature (RES-2021-494 : Agreement with Heritage Oaks Hospital to Provide Inpatient

29. WARRANTY

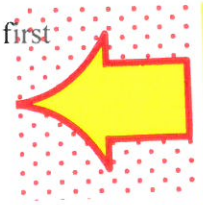
County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable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

30. FUNDING AVAILABILITY

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

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

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



COUNTY OF MARIPOSA

Marshall Long, Chair
Board of Supervisors

CONTRACTOR

Mike Zauner, Chief Executive Officer
Heritage Oaks Hospital

COUNTERSIGNED:
(Government Code §25103)

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: Heritage Oaks Agreement 2022 - Wcsignature (RES-2021-494 : Agreement with Heritage Oaks Hospital to Provide Inpatient

Exhibit A
SCOPE OF WORK

CONTRACTOR shall provide inpatient mental health rehabilitation services to COUNTY beneficiaries who are authorized for services by COUNTY.

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

CONTRACTOR shall participate in discussions to determine if the COUNTY will medi-cal certify the site.

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

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

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

In a timely manner and as mutually agreed upon, the CONTRACTOR shall provide to the COUNTY "Case Progress Summarization Notes" and a copy of the Discharge Summary for each client. Prior to discharge, the CONTRACTOR shall contact the COUNTY's assigned Hospital Liaison for coordination and consultation purposes. Client records shall include enough information for an evaluation of services provided.

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

CONTRACTOR agrees to prescribe 30 day supply of required medication to Mariposa County Health and Human Services Agency (**HHSA**) clients upon discharge from Contractor's facility.

Attachment: Heritage Oaks Agreement 2022 - Wcsignature (RES-2021-494 : Agreement with Heritage Oaks Hospital to Provide Inpatient

Exhibit B
COST PROPOSAL

Daily rate information is contained in *2021 – 2022 Host County Rate Letter* on the next page.

CONTRACTOR's claim shall be limited to the fixed rate per day noted in the *Rate Agreement* sheet. In the event the State Department of Health Care Services sets a maximum allowable rate for inpatient care at a lower rate, CONTRACTOR agrees HHSA shall pay the lower rate. HHSA shall immediately notify Contractor in the event the State Department of Health Care Services sets a maximum allowable rate for inpatient care at a lower rate.

The rate structure utilized to negotiate the contract is inclusive of all services defined as psychiatric inpatient services in CCR, Title 9, Chapter 11, Section 1810.430 (d)(5), and the rate structure does not include non-hospital based physician or psychological services.

The rates may fluctuate up to 10% based on the state approved rate in effect on the date of service.

Attachment: Heritage Oaks Agreement 2022 - Wcsignature (RES-2021-494 : Agreement with Heritage Oaks Hospital to Provide Inpatient

Attachment: Heritage Oaks Agreement 2022 - Wcsignature (RES-2021-494 : Agreement with Heritage Oaks Hospital to Provide Inpatient

RATE AGREEMENT
FISCAL YEAR 2021/2022

The following rate agreement for Fiscal Year 2021/2022 applies to the following contracts between Sacramento County and BHC Heritage Oaks Hospital, Inc.

- Contract #7202200-22-013 (Childen, Ages 0-21)
- Contract #7202200-22-003 (Adults, Ages 22-64)

CHILDREN'S SERVICES CONTRACT (AGES 0-21) #7202200-22-013

Pursuant to Exhibit C, Section II, Paragraph D of the above referenced expenditure agreements, the rates for services performed are as follows:

Medi-Cal Rates

- Hospital Inpatient (Mode 05, Service Functions 10-18) $889/day
- Hospital Administrative Day* (Mode 05, Service Function 19) $660.66/day
- Inpatient Psychiatric Support Services (Mode 15, Service Functions 01-79) (when services are provided) $90/day

Short-Doyle Rates

- Hospital Inpatient *without* Psychiatric Support Services: $889/day
- Hospital Inpatient *with* Psychiatric Support Services $979/day

ADULT SERVICES CONTRACT (AGES 22-64) #7202200-22-003

Sacramento County negotiated rate for Medi-Cal eligible adults, ages 22-64, served at a private, contracted, free standing hospital:

Hospital Inpatient (all inclusive)
(Mode 05, Service Functions 10-18) $979/day
Hospital Administrative Day* (Mode 05, Service Function 19) $660.66/day

In agreement,

Mike Zauner, Group Director/CEO
BHC Heritage Oaks Hospital, Inc.

6/25/21
Date

DocuSigned by:
Ryan Quist, PhD
3C6D786AF8E3453...
Ryan Quist, Ph.D.
Director, Behavioral Health Services

7/6/2021
Date

DocuSigned by:
Chevon Kothari
7A2E92ED3926452...
Chevon Kothari
Director, Department of Health Services

7/6/2021
Date

**Administrative Day Rates reflect the state established rate per the most current DHCS Notice as of the date rate agreement is issued.*

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: August 24, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: PAC Appointment (Wawona)

RECOMMENDATION AND JUSTIFICATION:
Appoint Gary Wuchner to the Wawona Town Planning Advisory Committee with a Term to Expire February 28, 2022.

Mr. Wuchner has expressed interest in serving on this Committee.

With this action there will be 5 vacancies on this Committee.

Appointments, term expirations/vacancies have been advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
It is customary that recommendations for citizens advisory committee appointments and re-appointments are made by the District Supervisor.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not appointing members may cause the committee to have a lack of quorum.

ATTACHMENTS:
210805 WUCHNER redacted application (PDF)
210217 WPAC 6 MOST CURRENT NOTICING (PDF)

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

RECEIVED
AUG 05 2021
BOARD OF SUPERVISORS

RECEIVED
AUG 05 2021
BOARD OF SUPERVISORS

County of Mariposa
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338
(209) 966-3222

Application for Appointment to Mariposa County
BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying: WAWONA TOWN PLANNING ADVISORY COMMITTEE

Supervisorial District in which you Reside: DISTRICT 5

Length of Residency in the County: 14 YEARS

INSTRUCTIONS
Completely fill out this form, sign and return to:
Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name: GARY WUCHNER

Last Name:

Mailing Address:

Email Address:

Are you Over 18 Years of Age: YES

Employment Status: RETIRED

Employer's Name: PREVIOUS EMPLOYERS: YOSEMITE NATL PARK - 11 YR; ORANGE CO FIRE AUTHORITY 33 YR

Employer's Address:

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
I WANT TO PARTICIPATE IN THE OFFICIAL CONVERSATION TO MAKE THE WAWONA COMMUNITY BETTER. MY PREVIOUS WORK EXPERIENCE IN PUBLIC SERVICE, PARTICULARY IN EMERGENCY PLANNING, WOULD BE A GOOD FIT FOR WTPAC & WAWONA.

Please list prior/current appointments to other Boards/Commissions/Committees:
NO EXPERIENCE WITH MARIPOSA COUNTY BOARDS & COMMITTEES.
I HAVE EXPERIENCE WORKING WITHIN COMMUNITIES TO ASSIST & ADVISE.

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 210805 WUCHNER redacted application (2021-77 : PAC Appointment (Wawona))

List any information regarding experience, training and/or education that you feel qualifies you for this position:

SEE ATTACHED RESUME. (resume on file)
I HAVE EXTENSIVE COMMUNITY WORK WITHIN WAWONA AS A NPS PROTECTION RANGER (FIRE). I POSSESS EXTENSIVE ORGANIZATIONAL SKILLS AND ORGANIZATIONAL COMMUNICATION ABILITIES.

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain:

N/O

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
YES	ANY DAY AND TIME	YES

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 7.29.2021 Signature: Gary Wuchner

Attachment: 210805 WUCHNER redacted application (2021-77 : PAC Appointment (Wawona))

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

MARIPOSA PLANNING

COUNTY OF MARIPOSA
5100 BULLION STREET • POST OFFICE BOX 2039
MARIPOSA, CALIFORNIA 95338–2039
209 . 966 . 5151 • FAX 209 . 742 . 5024
Sarah Williams, Director
swilliams@mariposacounty.org

NOTICE OF VACANCIES ON THE

WAWONA TOWN PLANNING ADVISORY COMMITTEE

Six vacancies currently exist on the Wawona Town Planning Advisory Committee.

The purpose of the committee to address issues that are important to the area and recommend policies for the Community.

The Committee is an advisory group to the Mariposa County Planning Commission and the Board of Supervisors.

Appointment terms are for two years and expire on the last day of February.

Members must be employed, reside, or own property within the geographic boundaries of the Wawona Town Planning Area.

Persons interested in serving on the Committee should complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office or can be found online at:

http://www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId= .

Completed applications need to be sent to the Rene LaRoche, Clerk of the Board, by mail at P. O. Box 784, Mariposa, CA 95338, or email: rlaroche@mariposacounty.org

Posting Locations for this notice:

Wawona Post Office
Mariposa County Planning
Mariposa County Clerk
Mariposa County Courthouse
Mariposa County Library
www.mariposacounty.org/planning

Re-notice Date: 2/17/21 Deadline for Submission: Until Filled

Attachment: 210217 WPAC 6 MOST CURRENT NOTICING [Revision 1] (2021-77 : PAC Appointment (Wawona))

Our Mission is to provide our clients with professional service and accurate information in a respectful, courteous, and enthusiastic manner resulting in a well-planned rural environment.

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2021-495

MEETING: August 24, 2021

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Waive Encroachment Fee - Hornitos Flea Market

RECOMMENDATION AND JUSTIFICATION:
Waive Encroachment Fee for the 34Th Annual Hornitos Flea Market to be Held on Sunday, October 3, 2021 from 7:00 AM to 3:00 PM at the Hornitos Park.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This is the 33rd Annual Hornitos Flea Market which is organized and Sponsored by the Hornitos Patrons Club which is a non-profit group serving the community of Hornitos and Mariposa County. In past events the Board has waived the Encroachment Fee and a similar request is made for this year's event.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the Hornitos Patrons Club would be responsible for the Encroachment Permit Fee.

ATTACHMENTS:
Hornitos Patrons Club Ins Cert (PDF)
Hornitos Flea Market Permit (PDF)
Hornitos Flea Market Flyer (PDF)

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

REF ID# 12091

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 7/16/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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: CL Central
Barlocker Insurance Agency, Inc. License #0580438 1164 Olivewood Dr. Merced CA 95348	PHONE (A/C, No, Ext): (888)221-8393 FAX (A/C, No): (866)688-5709 E-MAIL ADDRESS: clcbarlocker@leavitt.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Hornitos Patrons Club Maryanne Visher PO Box 341 Hornitos CA 95325	INSURER A: Travelers Indemnity Company of Connecti 25682 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 21 22 GL Cert **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		660462R5278	7/1/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,0 $ 300,0 $ 5,0 $ 500,0 $ 1,000,0 $ 1,000,0
	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)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

RE: Stag Hall, Hornitos Park, Hornitos Plaza and High Street
County of Mariposa is named as Additional Insured with repects to General Liability per endorsements CGD411(04-08). Insurance is Primary Non-Contributory

CERTIFICATE HOLDER	CANCELLATION
astewart@mariposa.org; kiyasm County of Mariposa 5100 Bullion St Mariposa, CA 95338	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Attachment: Hornitos Patrons Club Ins Cert (RES-2021-495 : Waive Encroachment Fee - Hornitos Flea Market)

POLICY NUMBER: I-660-462R5278-TCT-21

COMMERCIAL GENERAL LIABILITY
GENERAL PURPOSE ENDORSEMENT

THE FOLLOWING ADDITIONAL INSURED CG D4 11 IS AMENDED TO READ AS FOLLOWS:

COUNTY OF MARIPOSA
5100 BULLION ST.
MARIPOSA, CA 95338

REGARDING USE OF:
STAG HALL #2884
BEAR VALLEY RD.
HORNITOS PARK, HORNITOS PLAZA AND HIGH STREET
HORNITOS, CA 95325

Attachment: Hornitos Patrons Club Ins Cert (RES-2021-495 : Waive Encroachment Fee - Hornitos Flea Market)

POLICY NUMBER: I-660-462R5278-TCT-21

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 05-14-21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

COUNTY OF MARIPOSA
5100 BULLION ST.
MARIPOSA, CA 95338

REGARDING USE OF:
STAG HALL #2884
BEAR VALLEY RD.
AND AS PER CG T8 00

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

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

Attachment: Hornitos Patrons Club Ins Cert (RES-2021-495 : Waive Encroachment Fee - Hornitos Flea Market)

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MARIPOSA COUNTY PUBLIC WORKS
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: July 1, 2021

BUILDING PERMIT: _____
(If applicable)

APPLICANT: Hornitos Patrons Club - 34th Annual Flea Market Oct. 3, 2021

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT, AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON Hornitos/Bear Valley Road ROAD AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK: (PLEASE FILL IN ALL BLANKS THAT APPLY)

1. ____DRIVEWAY
____ROAD CROSSING
____WATER PIPE, CULVERT, ETC.
____LDA ROAD

2. ____NEW BUILDING/HOME
3. ____REMODEL EXISTING
4. ____NEW MAILBOX
5. X OTHER (EXPLAIN BELOW) High Street/Plaza

3. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ECT.
Hwy 49 to Bear Valley Road to Hornitos

4. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE, SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.
Hornitos Plaza / High Street Closed Saturday Oct. 2 - at 12:00 p.m to Sunday Oct 3, to 4:00 PM.

5. ASSESSOR'S PARCEL NUMBER: ____-____-____
6. ADDRESS OF PARCEL: _____

APPLICANT IS REQUIRED TO STAKE THE ENCROACHMENT. YOU MAY IDENTIFY THE LOCATION WITH SURVEY STAKES OR OTHER METHODS. PLEASE CALL OR EMAIL IF YOU HAVE ANY QUESTIONS.

NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND THE $150 FEE * HAS BEEN COLLECTED. WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NUMBER: 5395
(Issued Once Fee * is Paid)
DATE ISSUED: 8/6/21
* The fee may be paid by check
Made payable to: County of Mariposa
Or you may call (209) 966-5356 with
Credit Card Information

** If Applicant is not the Owner, then include an authorization letter from Owner

Hornitos Patrons Club
OWNER'S NAME (Please Print)
Mary Ann Visher
SIGNATURE OF OWNER/APPLICANT **
P.O. Box 341
OWNER'S MAILING ADDRESS
Hornitos CA 95325
CITY ZIP
209 382-7062 | maryann visher @ gmail.c
PHONE NUMBER EMAIL ADDRESS

Attachment: Hornitos Flea Market Permit (RES-2021-495 : Waive Encroachment Fee - Hornitos Flea Market)

34th Annual

Hornitos Flea Market



SUNDAY
OCTOBER 3
2021

HORNITOS PARK
7AM-3PM

Spaces Available Call: 209-382-7062

Hornitospatronsclub@gmail.com

www.facebook.com/hornitospc/

Dogs must be on leash MPC CO ORD 6.08.145

Made with PosterMyWall.com

Attachment: Hornitos Flea Market Permit (RES-2021-495 : Waive Encroachment Fee - Hornitos Flea Market)

34th Annual

Hornitos Flea Market



SUNDAY
OCTOBER 3
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Dogs must be on leash MPC CO ORD 6.08.145

Made with PosterMyWall.com

Attachment: Hornitos Flea Market Flyer (RES-2021-495 : Waive Encroachment Fee - Hornitos Flea Market)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2021-496

MEETING: August 24, 2021

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Declare Veterans Memorial Dedication a County Sponsored Event and Waive Associated Fees

---

RECOMMENDATION AND JUSTIFICATION:
Declare the Veterans Memorial Dedication and Appreciation Picnic a County Sponsored Event; and Waive Associated Fees for the Encroachment Permit and Facility Use; The Event Will be Held on the Courthouse Lawn on November 13, 2021.

The Memorial was dedicated on July 4, 2020 however the appreciation picnic has to be postponed due to the Covid -19 pandemic.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On November 12, 2019 Resolution 2019-648 the Board approved a proposal to erect a Veterans Memorial on the Courthouse Lawn.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the fees would cause a burden on the sponsors of the event and the picnic would be cancelled again.

ATTACHMENTS:
Encroachment Ap (PDF)
Letter to the Board (PDF)

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

REF ID# 12090

MARIPOSA COUNTY
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: August 2 2021 BUILDING PERMIT: _____

GENTLEMEN:

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT, AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON 10th St. ROAD AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK: (PLEASE FILL IN ALL BLANKS THAT APPLY).

1. ____ DRIVEWAY
____ ROAD CROSSING
____ WATER PIPE, CULVERT, ETC.
____ LDA ROAD

2. ____ NEW BUILDING/HOME
____ REMODEL EXISTING
____ NEW MAILBOX
✓ OTHER (EXPLAIN BELOW)
Community Picnic on Courthouse Lawn,

3. DRIVING INSTRUCTION FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

Courthouse Lawn & use of 10th St. for exclusively ~~transportation~~ parking. on Nov 13, 2021. Text to be Installed From Nov. 12.

RESERVED

4. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE, SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

5. ASSESSOR'S PARCEL NUMBER: _____

6. ADDRESS OF PARCEL: _____

APPLICANT IS **REQUIRED** TO STAKE THE ENCROACHMENT WITH THE **PINK CARD** PROVIDED AND/OR NEW MAILBOX LOCATION WITH THE **GREEN 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. 5394

DATE ISSUED 8/6/21

John McCammon
OWNERS NAME (Please print)

SIGNATURE OF OWNER/APPLICANT

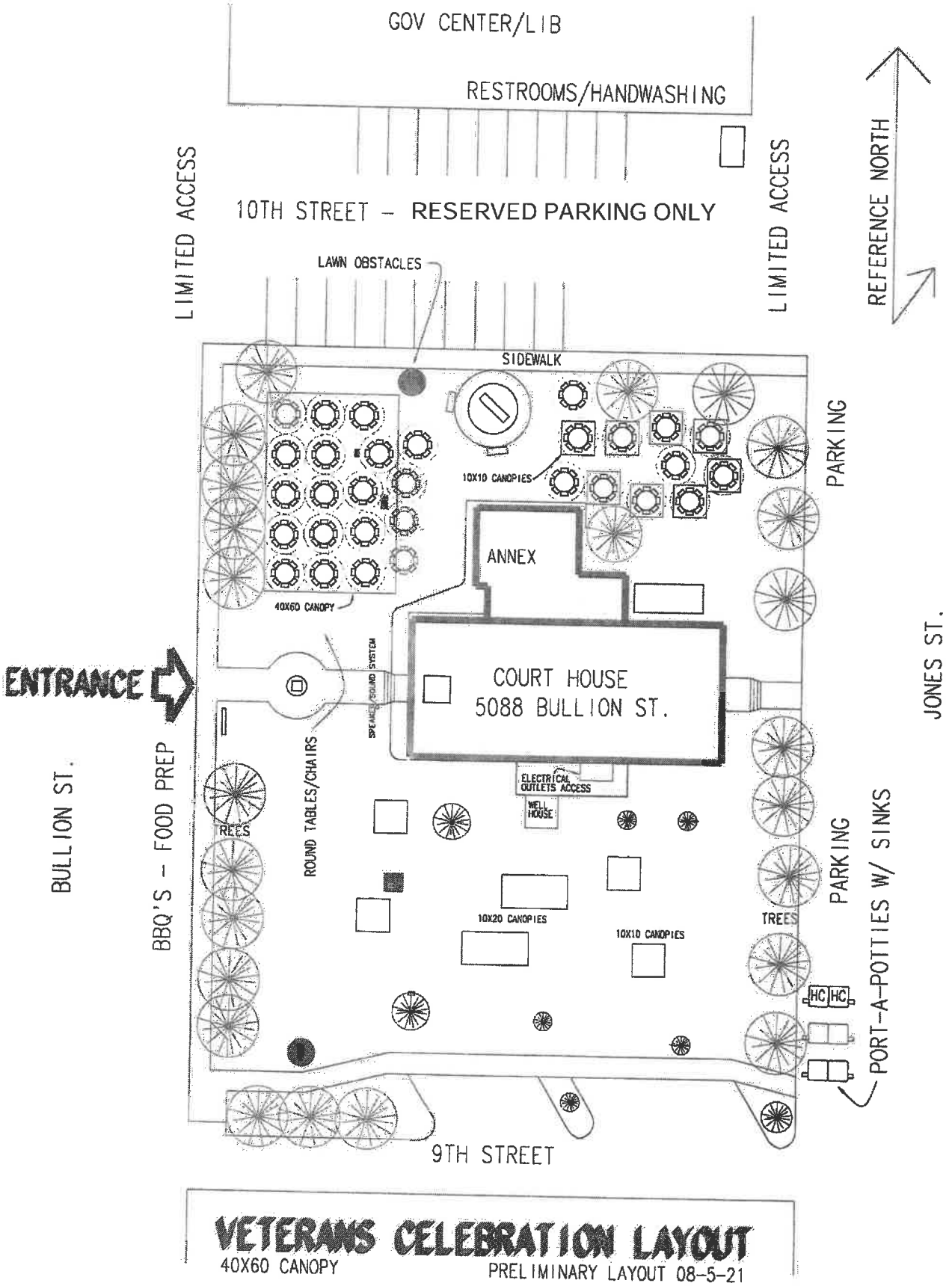
5535 Ramparch Lane
OWNERS MAILING ADDRESS

Mariposa CA 95338
CITY STATE ZIP

209 742 7720 / 916 591 5600
PHONE NUMBER (Cell)

Jmccammon@gmail.com

Attachment: Encroachment Ap (RES-2021-496 : Declare Veterans Memorial Dedication a County Sponsored Event and Waive Associated Fees)



Attachment: Encroachment Ap (RES-2021-496 : Declare Veterans Memorial Dedication a County Sponsored Event and Waive Associated Fees)

August 2, 2021

TO: BOARD OF SUPERVISORS, MARIPOSA COUNTY

FROM: VETERAN'S MEMORIAL COMMITTEE
BILL YALEY, CHAIR
JOHN McCAMMAN, PERMIT COORDINATOR

SUBJECT: DESIGNATING THE VETERAN'S APPRECIATION PICNIC AND MEMORIAL DEDICATION AS A COUNTY EVENT (November 13, 2021)

During 2020, a long-planned Veteran's Memorial was installed on the Courthouse lawn. Installation was authorized by the Court and the County Board of Supervisors (Resolution 2019-648). However, a planned Memorial Dedication event was deferred due to the covid pandemic. The purpose of this agenda item is to re-schedule the public Memorial Dedication event for November 13, 2021, and to designate the event as a "County sponsored event."

The Veteran's Memorial Committee is an informal group of local interested citizens that planned, designed, raised funds for and installed the Veteran's Memorial on the Courthouse lawn. The memorial was dedicated on July 4, 2020 during the time of covid gathering restrictions, and therefore a planned community picnic to dedicate the memorial was deferred. The Memorial Committee has worked with the Rotary Club of Mariposa Yosemite and with the Mariposa Lions Club to re-schedule that community picnic on November 13, 2021.

The Committee has planned a community picnic as an appropriate way to publicly dedicate the memorial, as many veterans and their families would attend such a dedication. Rotary and Lions have agreed to cook and serve a simple community picnic to anyone who attends the event. We anticipate as many as 500 people going thru the picnic line, and have planned it accordingly.

Our permit request includes the county waiving fees for the use of the Courthouse lawn and and to cover county insurance requirements, as well as provide an encroachment permit for the use of 10th Street as exclusively handicapped parking. We will have a covered tent area in case of inclement weather, will provide tables and chairs and a sound system, and portable toilets.

Attached is a copy of the event layout and a copy of the encroachment permit request.

Attachment: Letter to the Board (RES-2021-496 : Declare Veterans Memorial Dedication a County Sponsored Event and Waive Associated Fees)

MARIPOSA COUNTY

Administration · 966-3222

MEETING: August 24, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: COVID-19 Delta Wave Community Response

RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction Regarding Internal Response to COVID-19.

In recent weeks, the number of COVID-19 cases in Mariposa County and across our state and nation have increased rapidly. As of this writing, the Centers for Disease Control (CDC) now designates fifty-four (54) of fifty-eight (58) California counties, including Mariposa, as communities with high levels of transmission. In the retired tier system, which may be more familiar, approximately the same number of counties, also including Mariposa, would be in the purple tier.

The County is responding to the surge in cases on various levels. This item is to address the County's internal response as an employer of more than 400 staff.

As a reminder, the following State Health Officer Orders are still in effect:

- Unvaccinated persons must wear a mask indoors
- Vaccinated persons are recommended to wear a mask indoors
- Everyone continues to be required to wear a mask in the following settings:
    - Public transit
    - Hospitals
    - Long-term care facilities
    - Adult and senior care facilities
    - Correctional facilities
    - Homeless shelters, emergency shelters and cooling centers

Agenda Item - No Resolution Requested

  - Indoors in K-12 schools, childcare, and other youth settings

- Masks continue to be recommended for everyone in public settings such as retail, restaurants, theaters, meetings, and state and local government offices.
- Staff in congregate settings, such as the jail, are required to be vaccinated or to wear a mask and be tested weekly for COVID-19
- State employees are required to be vaccinated or to wear a mask and be tested at least weekly for COVID-19
- Teachers and school employees are required to be vaccinated or to wear a mask and be tested weekly for COVID-19
- All residents are asked to get vaccinated before traveling or to test before and after travel.

The California Division of Occupational Safety and Health (CalOSHA) regulates employers in the state to ensure safe working conditions for employees. CalOSHA requires compliance with all State Health Officer Orders. It has also published a decision stating that all employees who become ill with COVID-19 will be assumed to have contracted the disease at their place of employment. These positions create some liability for the County as an employer.

Two weeks ago, the Board gave staff direction to help mitigate the risk to the County as an employer. This direction includes:

- Closing lobbies to the public. Staff were directed to continue to conduct business but were encouraged to do so by appointment or via digital platforms or other alternate service delivery methods.
- Requiring masks indoors for everyone regardless of vaccination status.
- Requiring employees to be vaccinated or get tested weekly for COVID-19.

The first two actions are consistent with prior actions taken when the County was in the purple tier of the Blueprint for a Safer Economy. The final action mirrors state actions, which is appropriate for a subdivision of the state. All actions are focused on creating the fewest number of restrictions that have the highest probability of successfully mitigating virus transmission. Other actions, such as additional distancing or requiring vaccinated employees to test weekly, may add additional layers of safety but, with the exception of requiring vaccination, will not have the same impact as the actions that have already been taken.

Ultimately, the actions the Board decides to take are a matter of risk tolerance or aversion. Taking fewer actions would allow for more regular operations but could lead to clusters of critical staff (dispatchers, elections officials, IT staff, etc.) being exposed to the virus and unable to work for an extended period.

Fewer actions could also contribute to grievances or other claims, including CalOSHA claims, that the County is not providing a safe workspace. In that event, the County could be responsible for any employees who contract COVID-19-regardless of where it was contracted-and subsequent impacts.

Taking additional actions would further reduce risk but with minimal additional health benefit beyond what has already been done.

This item was requested by the Board to revisit actions that were taken two weeks ago. Staff is ready to answer any questions and receive direction from the Board.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Throughout the novel coronavirus pandemic, various requirements and mandates have been imposed primarily at the state level. The County has complied with these mandates, including requiring indoor masking and social distancing for all staff for the majority of the past seventeen months.

In addition, the County closed all lobbies when in the purple tier and closed non-essential lobbies in the red tier. Services were provided through alternative delivery methods such as appointments to pick up library books curbside, virtual meetings, and so on.

On August 10, 2021, the Board directed staff to close non-essential lobbies and require masks in all County buildings. It further directed staff to verify vaccination status or submit to weekly COVID-19 testing. The Board requested an opportunity to discuss possible mitigation measures for the community as part of this discussion.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action could worsen the spread of COVID-19 and/or extend the time period with more severe community impacts from the pandemic.

ATTACHMENTS:
HHSA Covid Update PowerPoint presentation (PPTX)

RESULT: DIRECTION GIVEN

Attachment: HHSA Covid Update PowerPoint presentation (12099 : COVID-19 Delta Wave Community

COVID Update

Mariposa Board of Supervisors

Health & Human Services Agency

Mariposa County

Healthy. Safe. Thriving.

August 17, 2021

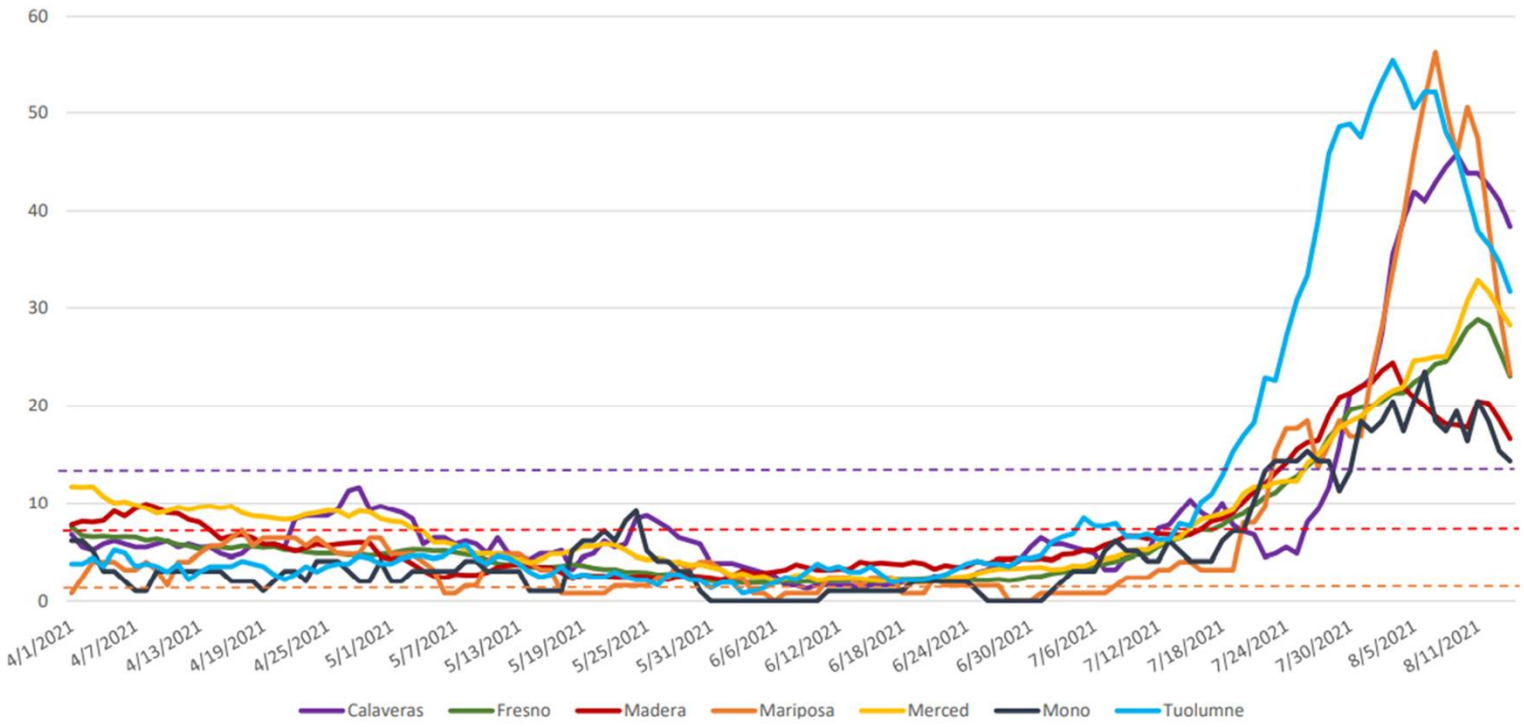
COVID as of August 24, 2021:

- Mariposa County
  - 749(+81) cases/10(+3) deaths
  - 273 new cases since July 22, the start of the Delta wave
  - 11 residents hospitalized currently, 16 since July 22
- Workplace clusters
  - Active – 3 (YH, restaurant, other)
  - Resolved – 1

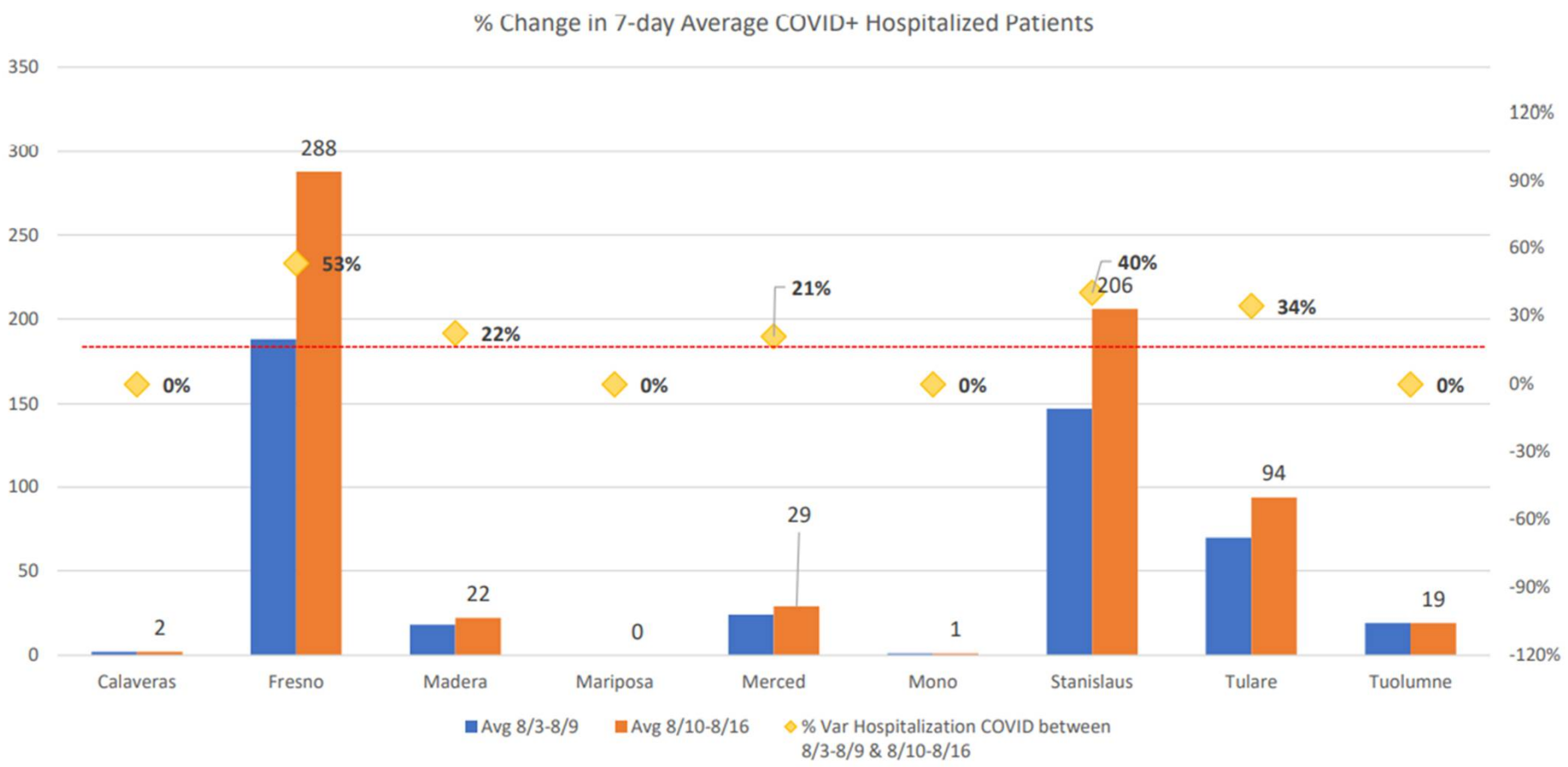
Attachment: HHSA Covid Update PowerPoint presentation (12099 : COVID-19 Delta Wave Community

Area Coordination Team
Epidemiologic Surveillance Unit
Aug 18, 2021

COVID-19 New Cases per 100k Population by County
7-Day Average Excluding Prison



Attachment: HHSA Covid Update PowerPoint presentation (12099 : COVID-19 Delta Wave Community



Attachment: HHSA Covid Update PowerPoint presentation (12099 : COVID-19 Delta Wave Community

MARIPOSA COUNTY

Agricultural Commissioner · (209) 966-2075

RESOLUTION - ACTION REQUESTED 2021-497

MEETING: August 24, 2021

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Ag Commissioner Records Retention Schedule

RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution establishing a Records Retention and Management Schedule for the Agricultural Commissioner's office.

The Agricultural Commissioner/Sealer provides regulatory services through numerous programs that are coordinated with the United States Department of Agriculture (USDA), California Department of Food and Agriculture (CDFA), and the California Department of Pesticide Regulation (CDPR), a division of the California Environmental Protection Agency (Cal-EPA). Each County Agricultural Commissioner and County Sealer of Weights and Measures is licensed by CDFA. While the CDFA record retention period may be longer than California Government Code (GC) sections 26201 and 26202, the authority for record destruction still falls under GC § 26202 which requires a 4/5th vote.

Adoption of a record retention schedule, subject to document hold orders being placed by County Counsel, will allow for the orderly and timely destruction of unnecessary, non-historic records, and is critical due to the limited storage space available for the Agricultural Commissioner's office.

Every attempt has been made to identify documents currently held, as well as documents not currently held but which may need to be held in the future should they be created because State or Federal law places them under the purview of the Agricultural Commissioner. However, it is recognized that the process of establishing this policy may be ongoing for an indeterminate amount of time as further documents may be identified; in which case, the schedule will be brought back before the Board for amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has authorized destruction of specified items for various departments in the past. Additionally, it approved comprehensive records retention schedules for the Clerk of the Board's Office on January 5, 2016, for the Human Resources/Risk Management Department on March 1, 2016, for the Community Services Department on April 5, 2016, and for the Building Department on October 3, 2017.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board decides not to adopt the resolution, the Agricultural Commissioner will either need to retain all records indefinitely, or will need to regularly bring agenda items in order to destroy identified records.

FINANCIAL IMPACT:
No Financial Impact is anticipated.

ATTACHMENTS:
Government Code 26201(PDF)
Government Code 26202(PDF)
CDFA Records Retention Guidance (PDF)
DPR Records Retention Guidance (PDF)
Ag Records Retention Resolution (PDF)
Exhibit A- Ag Dept Record Retention Schedule (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

California LEGISLATIVE INFORMATION

Code: Select Code Section: Search

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GOVERNMENT CODE - GOV

TITLE 3. GOVERNMENT OF COUNTIES [23000 - 33205] *(Title 3 added by Stats. 1947, Ch. 424.)*

DIVISION 2. OFFICERS [24000 - 28085] *(Division 2 added by Stats. 1947, Ch. 424.)*

PART 2. BOARD OF SUPERVISORS [25000 - 26490] *(Part 2 added by Stats. 1947, Ch. 424.)*

CHAPTER 13. Miscellaneous Powers [26200 - 26230] *(Chapter 13 added by Stats. 1947, Ch. 424.)*

26201. The board may authorize at any time the destruction or disposition of any duplicate record, paper, or document, the original or a permanent photographic reproduction of which is in the files of any officer or department of the county.

The board may authorize at any time the destruction or disposition of any duplicate or copy of a notice to appear in court, or promise to appear in court, that is filed with any officer or department of the county, 12 months after the original of such notice or promise has been filed with the magistrate or a person authorized by the magistrate to receive a deposit of bail specified therein.

(Amended by Stats. 1963, Ch. 1189.)

Attachment: Government Code 26201 (RES-2021-497 : Ag Commissioner Records Retention Schedule)

California LEGISLATIVE INFORMATION

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Highlight

GOVERNMENT CODE - GOV

TITLE 3. GOVERNMENT OF COUNTIES [23000 - 33205] *(Title 3 added by Stats. 1947, Ch. 424.)*

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PART 2. BOARD OF SUPERVISORS [25000 - 26490] *(Part 2 added by Stats. 1947, Ch. 424.)*

CHAPTER 13. Miscellaneous Powers [26200 - 26230] *(Chapter 13 added by Stats. 1947, Ch. 424.)*

26202. The board may authorize the destruction or disposition of any record, paper, or document which is more than two years old and which was prepared or received in any manner other than pursuant to a state statute or county charter. The board may authorize the destruction or disposition of any record, paper or document which is more than two years old, which was prepared or received pursuant to state statute or county charter, and which is not expressly required by law to be filed and preserved if the board determines by four-fifths (4/5) vote that the retention of any such record, paper or document is no longer necessary or required for county purposes. Such records, papers or documents need not be photographed, reproduced or microfilmed prior to destruction and no copy thereof need be retained.

(Amended by Stats. 1963, Ch. 1123.)

Attachment: Government Code 26202 (RES-2021-497 : Ag Commissioner Records Retention Schedule)

Monica Nielsen

From: Eastman, Hyrum@CDFA <hyrum.eastman@cdfa.ca.gov>
Sent: Thursday, July 22, 2021 11:19 AM
To: Monica Nielsen
Subject: RE: Records Retention

Monica,

I was nice to see you yesterday. Hopefully, I didn't freak you out with all the family talk...I may have exaggerated a bit for comedic effect. Although most is true😁.

Our audit department recommends not keeping more than 5 years of records for their auditing purposes. They usually only audit 3 years of records, but would generally not look past 5 years. For other records that are not subject to audit, the records retention schedule may be helpful. From what I have heard in different area groups, the records retention does vary a little.

Hopefully, this helps!

Hyrum Eastman
CDFA County/State Liaison
1220 N Street
Sacramento, CA 95814
Office: 916-403-6700
Cell: 916-926-3604

From: Monica Nielsen <mnielsen@mariposacounty.org>
Sent: Thursday, July 22, 2021 10:25 AM
To: Eastman, Hyrum@CDFA <hyrum.eastman@cdfa.ca.gov>
Subject: Records Retention

CAUTION : [External Email] - This email originated from outside of our CDFA organization. Do not click links or open attachments unless you recognize the sender and know the content is expected and is safe.

Good Morning Hyrum,

I am trying to finish up Mariposa County Department of Agriculture & Weights and Measures records retention schedule, I know that you and Don Cripe discussed this while he was our Interim Commissioner. Please confirm the time frame that CDFA recommends for County's to retain records. This recommendation will be submitted with our Records Retention Schedule to the Board of Supervisors. Thank you in advance for your assistance in this matter.

Respectfully,
Monica Nielsen

Attachment: CDFA Records Retention Guidance (RES-2021-497 : Ag Commissioner Records Retention Schedule)

Monica Nielsen

From: Marade, Joe@CDPR <Joe.Marade@cdpr.ca.gov>
Sent: Tuesday, July 27, 2021 11:22 AM
To: Monica Nielsen
Subject: Re: Record Retention Recommendation

Hi Monica,

The Enforcement Branch shared with me that Record retention is 5 years unless your county has their own record policy.

All the best,
Joey

Get Outlook for iOS

From: Monica Nielsen <mnielsen@mariposacounty.org>
Sent: Tuesday, July 27, 2021 10:21:42 AM
To: Marade, Joe@CDPR <Joe.Marade@cdpr.ca.gov>
Subject: Record Retention Recommendation

EXTERNAL:

Good Morning Joey

I am trying to finish up Mariposa County Department of Agriculture & Weights and Measures records retention schedule, I know that you and Don Cripe discussed this while he was our Interim Commissioner. Please confirm the time frame that DPR recommends for County's to retain records. This recommendation will be submitted with our Records Retention Schedule to the Board of Supervisors. Thank you in advance for your assistance in this matter.

Respectfully,
Monica Nielsen

Monica Nielsen
Agricultural Commissioner/Sealer
Mariposa County Department of Agriculture & Weights and Measures
PO Box 905, 5009 Fairgrounds Rd.
Mariposa, California 95338-0905
Phone- 209-966-2075/Fax-209-966-2056

Attachment: DPR Records Retention Guidance (RES-2021-497 : Ag Commissioner Records Retention Schedule)

Monica Nielsen

From: Eastman, Hyrum@CDFA <hyrum.eastman@cdfa.ca.gov>
Sent: Thursday, July 22, 2021 11:19 AM
To: Monica Nielsen
Subject: RE: Records Retention

Monica,

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Hopefully, this helps!

Hyrum Eastman
CDFA County/State Liaison
1220 N Street
Sacramento, CA 95814
Office: 916-403-6700
Cell: 916-926-3604

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Sent: Thursday, July 22, 2021 10:25 AM
To: Eastman, Hyrum@CDFA <hyrum.eastman@cdfa.ca.gov>
Subject: Records Retention

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Respectfully,
Monica Nielsen

Attachment: DPR Records Retention Guidance (RES-2021-497 : Ag Commissioner Records Retention Schedule)

MARIPOSA COUNTY RESOLUTION NUMBER 21-

RESOLUTION ESTABLISHING THE RECORDS RETENTION SCHEDULE FOR THE MARIPOSA AGRICULTURE COMMISSIONER'S DEPARTMENT

WHEREAS the California Department of Food and Agriculture and California Department of Pest Regulation guidance suggests that program records should be held for a minimum of five (5) years; and

WHEREAS California Government Code (GC) § 26201 provides that the Board may destroy duplicate records; and

WHEREAS GC § 26202 provides that the Board of Supervisors may authorize the destruction or disposition of any records, paper, or document that is more than two years old, which was prepared or received in any manner other than pursuant to a state statute or County charter; and

WHEREAS GC § 26202 also provides that the Board of Supervisors may, by a 4/5th vote, authorize the destruction of any record, paper, or document that is more than two years old which was prepared or received pursuant to a state statute, and which is not expressly required by law to be filed and preserved, if the Board determines that the record, paper, or document is no longer necessary or required by County purposes; and

WHEREAS GC § 26202 provides that those records, papers, or documents subject to that section need not be photographed, reproduced, or microfilmed prior to destruction, and that no copy thereof need be retained; and

WHEREAS the Agricultural Commissioner has determined that certain records in her possession have no apparent historical significance, and have no further administrative or litigation value and, therefore, is seeking continuing authorization to destroy, pursuant to California Government Code § 26202, those records listed in the schedule attached hereto as Exhibit "A" after the retention periods specified therein.

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby finds there is a need for an orderly and controlled plan for the management, retention, and systematic destruction of those records and documents that are not required to be maintained by either state or local regulations, and which are no longer needed or required for County purposes. The Agricultural Commissioner is hereby granted continuing authorization to destroy those records and documents in the possession of the Agricultural Commissioner's Department, subject to hold requests from the County Counsel, pursuant to the schedule attached hereto as Attachment "A."

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, this __th day of August, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
MARSHALL LONG, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
RENÉ LaROCHE
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

Attachment: Ag Records Retention Resolution (RES-2021-497 : Ag Commissioner Records Retention Schedule)

Department of Agriculture & Weights and Measures

Records Retention and Management Schedule

***In the absence of a statutory retention period, the default period under Government Code section 26202 is two years (for purposes of definition, two years is 24 months.)*

if the Department wishes to retain records for a period longer than the statutory default or a more specific provision, the rationale for the determination will be listed in the schedule.

Records Series Name	Description	Retention Period	Authority	Disposal	Location of Original
Pest Detection Records	All records pertaining to the Pest Detection program including but not limited to the following: trapping cards, treatment, and blue tag notices.	End of Fiscal Year from date received + 5 years	CDFA	Shred	Department of Agriculture Weights and Measures.
Pest Eradication Records	All records pertaining to the Pest Exclusion program including but not limited to the following: logs, and agreements for eradication.	End of Fiscal Year from date received + 5 years	CDFA	Shred	Department of Agriculture Weights and Measures.
Pest Management Records	All records pertaining to the Pest Management program including but not limited to the following: records for weeds, APHIS Wildlife, and vertebrate control. Yellow Star Thistle program and vertebrate bait program.	End of Fiscal Year from date received + 5 years	CDFA	Shred	Department of Agriculture Weights and Measures.
Pest Exclusion Records	All records pertaining to the Pest Exclusion program including but not limited to the following: 008 Hold Notice, intrastate certificates, pest damage reports, stop order sales, Phytosanitary Certificates, and registration notices.	End of Fiscal Year from date received + 5 years	CDFA	Shred	Department of Agriculture Weights and Measures.
Seed Program Records	All records pertaining to the Seed program including but not limited to the following: hold notices, inspection reports, and permits.	End of Fiscal Year from date received + 5 years	CDFA	Shred	Department of Agriculture Weights and Measures.
Nursery Program Records	All records pertaining to the Nursery program including but not limited to the following: inspections reports, non-compliance reports, fee-exempt applications, inspection records, and interstate certifications.	End of Fiscal Year from date received + 5 years or Violations/ Non-Compliance Closed/Completed + 5 years	CDFA	Shred	Department of Agriculture Weights and Measures.
Industrial Hemp Records	All records pertaining to the Industrial Hemp program including but not limited to the following: registrations, inspections, and hold notice.	End of Fiscal Year from date received + 5 years or Violations/ Non-Compliance Closed/Completed + 5 years	CDFA	Shred	Department of Agriculture Weights and Measures.
Fruits and Vegetable Records	All records pertaining to the Fruits and Vegetable program including but not limited to the following: clearance certification, inspection reports, disposal order permits, and non-compliance.	End of Fiscal Year from date received + 5 years or Violations/ Non-Compliance Closed/Completed + 5 years	CDFA	Shred	Department of Agriculture Weights and Measures.

Attachment: Exhibit A- Ag Dept Record Retention Schedule (RES-2021-497 : Ag Commissioner Records

Records Series Name	Description	Retention Period	Authority	Disposal	Location of Original
Certified Farmers Market Records	All records pertaining to the Certified Farmers Market program including but not limited to the following: inspections, certificates, non-compliance notice, and hold notices.	End of Fiscal Year from date received + 5 years or Violations/ Non-Compliance Closed/Completed + 5 years	CDFA	Shred	Department of Agriculture Weights and Measures.
Organic Program Records	All records pertaining to the Organic program including but not limited to the following: Organic producers lists, inspections, investigations, random samples, chain of custodies, and sample summary report.	10 Years	US 7CFR C1 205.103	Shred	Department of Agriculture Weights and Measures.
Egg Quality Control Records	All records pertaining to the Egg Quality Control program including but not limited to the following: egg handlers lists, notice of non-compliance, hold notices, and investigation reports.	End of Fiscal Year from date received + 5 years or Violations/ Non-Compliance Closed/Completed + 5 years	CDFA	Shred	Department of Agriculture Weights and Measures.
Apiary Inspection Records	All records pertaining to the Apiary program including but not limited to the following: 008, annual registrations, swarm removal lists, and non-compliance notices.	End of Fiscal Year from date received + 5 years or Violations/ Non-Compliance Closed/Completed + 5 years	CDFA	Shred	Department of Agriculture Weights and Measures.
Pesticide Use Enforcement Records	All records pertaining to the Pesticide Use Enforcement program including but not limited to the following: Operator Ids, Restricted Materials Permits, Notice of Intents, annual registrations for Pest Control Business, Structural Pest Control, Pest Control Advisors, Farm Labor Contractors, monthly use reports, inspections, and investigations.	End of Fiscal Year from date received + 5 years or Violations/ Non-Compliance Closed/Completed + 5 years	CDPR	Shred	Department of Agriculture Weights and Measures.
Weights and Measures Records	All records pertaining to the Weights and Measures programs including but not limited to the following: weighmaster inspections, petroleum labeling inspections, annual testing of retail meters, annual testing of weighing and measuring devices, inspections of service agents and in service reports, and investigation reports.	End of Fiscal Year from date received + 5 years or Violations/ Non-Compliance Closed/Completed + 5 years	CDFA	Shred	Department of Agriculture Weights and Measures.
Investigations, Inspections, Non-compliance, Violations Notices, Notice of Proposed Action	Any investigation, inspection, non-compliance, violation notices, Noticed of Proposed Action for Pesticide Use Enforcement, Weights and Measures, Seed Program, Nursery Program, Industrial Hemp, Fruits and Vegetables Program, Certified Farmers Market Program, Egg Quality Program, and Apiary Program.	Closed/Completed +5 years	CDFA CDPR	Shred	Department of Agriculture Weights and Measures.

Attachment: Exhibit A- Ag Dept Record Retention Schedule (RES-2021-497 : Ag Commissioner Records

Records Series Name	Description	Retention Period	Authority	Disposal	Location of Original
Standards Certificates Records	Certification of Mariposa County weights and measures standards certified by CDFA, Division of Measurements Standards, Metrology Laboratory.	Permanent	N/A	N/A	Department of Agriculture Weights and Measures.
Crop Reports	Annual Crop Reports published.	Permanent	N/A	N/A	Department of Agriculture Weights and Measures.
Crop Report Surveys	All records utilized for the completion of the Crop Reports.	Once Annual Crop Report has been Published	Gov Code §6254(e)	Shred	Department of Agriculture Weights and Measures.
Emergency Declaration	Emergency Declarations issued by the Agricultural Commissioner/Sealer.	10 years		Shred	Department of Agriculture Weights and Measures.
Annual Finical Statement	All documents pertaining to the Annual Finical Statement including but not limited to the labor worksheets, CDFA form DFA FS64A, MOE, Explanations.	End of Fiscal Year from date received + 5 years	CDFA	Shred	Department of Agriculture Weights and Measures.
State Contract Invoices	All documents pertaining to state agreements with CDFA including invoices and reports.	End of Fiscal Year from date received + 5 years	CDFA	Shred	Department of Agriculture Weights and Measures.
State Agreements/ Resolutions	All agreements with CDFA and the corresponding resolutions.	Permanent	N/A	N/A	Clerk of the Board
Daily Activity Sheets	Employee daily weekly reporting sheets used to compile monthly, quarterly and annual reports.	End of Fiscal Year from date received + 5 years	CDFA	Shred	Department of Agriculture Weights and Measures.
Monthly/Quarterly Reports	Printed copies monthly and quarterly reports for CDFA programs.	End of Fiscal Year from date received + 5 years	CDFA	Shred	Department of Agriculture Weights and Measures.
Documents/Records-Departmental Accounting	Departmental copies of purchase orders, invoices, cash statements, and receipt books.	Final Payment + 3years	Gov Code §26202, 26205.1	Shred	Department of Agriculture Weights and Measures.
Documents/Records-Miscellaneous	Miscellaneous correspondence, documents, not required to be kept statutorily.	Closed/ Completed +2 Years	Gov Code §26202, 26205.1	Shred	Department of Agriculture Weights and Measures.
Personnel Records-Departmental Copies	Departmental copies of memos, payroll action forms, etc.	Separation +2 Years	Gov Code §26202, 26205.1	Shred	Department of Agriculture Weights and Measures.
Duplicate, Non-Confidential, Outdated Material	Duplicates of any non confidential documents, correspondence, reproduction of articles and regulations.	Once verified as a duplicate or verified outdated	N/A	Any Method	Department of Agriculture Weights and Measures.

CDFA- California Department of Food & Agriculture

CDPR- California Department of Pesticide Regulation

Attachment: Exhibit A- Ag Dept Record Retention Schedule (RES-2021-497 : Ag Commissioner Records

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2021-498

MEETING: August 24, 2021

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings

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RECOMMENDATION AND JUSTIFICATION:
Approve Three Year Agreements with Hoffman Electronic Systems for Alarm Monitoring in the County Buildings of Juvenile Hall, Courthouse, Museum, Airport and Government Center; and Authorize the Board of Supervisors Chair to Sign the Agreements.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Sierra Telephone who has monitored the County alarm systems for several years has moved away from the alarm monitoring business and Hoffman Electronic Systems is taking over the monitoring of these buildings.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the County building alarm systems will no longer be monitored.

FINANCIAL IMPACT:
No Financial Impact

ATTACHMENTS:
Airport (PDF)
Goverment Center (PDF)
Juvenile Hall (PDF)
Library (PDF)
Museum (PDF)
Courthouse (PDF)
Insurance (PDF)
Exhibit A & B (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 12088

Fresno Area:
90 E. Escalon Ave. #120
Fresno, CA 93710
(559) 292-7871
ACO # 4638
Con. Lic. 484100

HOFFMAN
ELECTRONIC SYSTEMS
Security for Home & Business
Burglary, Fire, Access, Cameras
Who's Watching Your Home or Business?

Merced Area:
2301 Aviation Dr.
Atwater, CA 95301
(209) 384-3305
(800) 972-0003
(209) 722-1107-Fax
HoffmanElectronics.com

SALE AND/OR INSTALLATION AND SERVICES AGREEMENT - Retail Installment Contract

THIS AGREEMENT is made this 13th day of May 2021 by and between Hoffman Electronic Systems, a California corporation ("Hoffman"), and Subscriber named below.

SUBSCRIBER	DESCRIPTION OF JOB
Mariposa County P.O. Box 162, Mariposa , CA 95338	Airport – Security 5020 McCready way, Mariposa , CA 95338

1. SALE AND/OR INSTALLATION AND SERVICES. We will (check one box as applicable):

☑ Sell and install, and provide warranty and after-warranty repair service, and provide the other services for, the security systems described below(individually or collectively the "System"); OR

☐ Install, provide repair service, and provide the other services for the System, in which case **THE SYSTEM SHALL REMAIN OUR SOLE PROPERTY AND IS PROVIDED AS PART OF THE SERVICE.** Price and payment terms for monitoring service is included herein, and monitoring service is provided pursuant to the terms and conditions of our Agreement executed by Subscriber.

Signs and decals to remain the property of Hoffman under any circumstances.

System and Services Description

Bring Online existing system for monitoring.

Approximate Installation Starting Date: _____ Approximate Installation Completion Date: _____

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. Subscriber will, at Subscriber's sole expense, obtain and keep in effect during the entire term of this Agreement, all permits, licenses, plan checks and similar governmental requirements that may be required for the installation and use of the System.

2. PRICE; PAYMENT; TERM; FINANCIAL DISCLOSURES

SALES/INSTALLATION PRICE (Sales Tax Included in Installation Price)	$0.00	MONITORING SERVICE	$25.00/MONTH

Includes:

☐ Cell	☐ Total Control App	☐ ZWave Control	☐ Entre
☐ Open/Close Reports	☐ UL Certification	☐ Camera Control	☐ Instant Eye Witness
☐ Camera Maintenance	☐ Videofied Clips	☐ Extended warranty	☐ Fire inspections

DEPOSIT DUE NOW	$	INITIAL TERM OF MONITORING SERVICE PAID: Monthly	3 - YEARS (36 Mo/12 qtr/3 yrs)
BALANCE WHEN THE SYSTEM IS COMPLETED	$ 0.00	TOTAL MONITORING SUM FOR INITIAL TERM	$25.00 PER PERIOD $900.00

There is no financing charge or cost of credit associated with this Agreement (0% APR). The total sum set forth above as total monitoring sum for initial term is the total cash price and total cost of credit for monitoring service. WE MAY ELECT NOT TO START TO MONITOR THE SYSTEM OR PROVIDE OTHER SERVICES UNTIL THE SALES/INSTALLATION PRICE IS PAID IN FULL. You agree and understand that if you authorize any payments pursuant to any electronic means provided in the "Easy Payment Enrollment" form, and if such authorization is discontinued or terminated by you or any payment is dishonored by the financial institution or is not paid otherwise paid for any reason, your payment obligations under this Agreement remain in full force and effect and you agree to pay the same to Hoffman. If you fail to make any such payments, we may terminate providing any further services and all collection rights and remedies of Hoffman are expressly reserved.

Hoffman_____ Subscriber_____

Attachment: Airport (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings)

For services, the initial term of this agreement is three (3) years commencing on the day service begins, and will automatically continue for successive one (1) Month terms unless canceled by either of us in writing at least thirty (30) days before the end of the original term or renewal term.

3. MONITORING SERVICE FEES ARE BILLED IN ADVANCE AND IS DUE UPON YOUR RECEIPT OF OUR INVOICE. YOU WILL PAY THE PRORATED SERVICES FEE FOR THE MONTH IN WHICH SERVICES BEGIN. THE FIRST PAYMENT FOR SERVICES IS DUE WHEN WE SUBSTANTIALLY COMPLETE THE INSTALLATION OF THE SYSTEM. Monitoring service will not begin until you have executed and delivered our Agreement. We may elect not to start to monitor the alarm system, activate other systems, or provide other services until the installation price is paid in full. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled, including the value of the work performed and loss of profits. In addition we may impose a late charge on all payments for the installation of the System that more than ten (10) days past due in the maximum amount permitted by California law. You understand that the monitoring service fee does not include and text messaging or other cell phone usage charges by your wireless carrier that you may incur as a result of our notification and monitoring services. You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the services fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, we may periodically increase the services fee as set forth in Section 19.

4. **RECEIPT OF COPY.** YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT.**ALL OF THE TERMS ON THE AGREEMENT AND ON ALL ATTACHMENTS ARE PART OF THIS AGREEMENT. READ THEM BEFORE YOU SIGN BELOW.**

5. **DISCLAIMER OF LIABILITY.** WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY BURGLARY, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BY-PASSED OR THAT IT WILL ALWAYS OPERATE. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, NOR HAVE YOU RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. SECTIONS 16 AND 17 ON THE AGREEMENT LIMIT OUR LIABILITY TO $1,000.00 OR SIX (6) TIMES THE MONTHLY SERVICES FEE IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SECURITY CONSULTANT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL SERVICES FEE TO US.

6. **INSTALLATION OF THE SYSTEM.** You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations of where the control panel, audible devices, cameras, monitors, and all devices will be installed. If the alarm system includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than five (5) minutes. You will provide 24 hour - 110-volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors, broken windows, sprinkler shut-off valves, etc.) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV system, and otherwise provide the proper environment for the Systems as we may reasonably request. If telephone utility services or cables are necessary for the installation and operation of the System, you will provide them at your expense. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you. If the System is being installed as part of new construction or a remodeling of an existing structure and we pre-wire any portion of the System, and such wiring and/or related System components (e.g. door switches) are damaged by you or others working on the premises, you agree to pay our standard labor and material charges to repair such damage. ***IF ADDITIONAL TRIPS ARE REQUIRED TO COMPLETE THE JOB DUE TO CUSTOMER OR CONTRACTOR NOT PROVIDING REQUIRED EQUIPMENT OR CONNECTIONS BY SCHEDULED INSTALLATION DATE, (I.E. DOORS, WINDOWS, TELEPHONE, POWER... ETC.), THOSE TRIPS WILL BE BILLED AT STANDARD LABOR RATES. MOTION DETECTORS AND GLASS BREAK DETECTORS ARE FOR SPOT PROTECTION ONLY. SUBSCRIBER DESIRES NO ADDITIONAL PROTECTION AT THIS TIME. SUBSCRIBER UNDERSTANDS THAT SUCH ADDITIONAL PROTECTION MAY BE AVAILABLE AND CAN BE PROVIDED BY HOFFMAN FOR A FEE. HOFFMAN DOES NOT WARRANTY ANY EQUIPMENT INSTALLED BY ANY OTHER COMPANY. HOFFMAN TO PROVIDE ONE HOUR FREE LABOR TO BRING SYSTEM ONLINE. ANY OTHER WORK REQUIRED TO MAKE SYSTEM OPERATIONAL WILL BE CHARGED ON A TIME PLUS MATERIALS BASIS. IF ANY WIRES HAVE BEEN CUT SINCE THE PRE-WIRE AND IT IS NECESSARY TO ADD ADDITIONAL EQUIPMENT TO COMPLETE SYSTEM, IT IS THE SUBSCRIBER'S RESPONSIBILITY TO PAY FOR THIS EQUIPMENT ON A TIME PLUS MATERIALS BASIS. USE OF WIRELESS EQUIPMENT IS AFFECTED BY UNSEEN VARIABLES. ADDITIONAL EQUIPMENT AND LABOR MAY BE REQUIRED IF CONDITIONS DICTATE. THESE COSTS ARE BILLED TO THE CUSTOMER. IF HOFFMAN IS INSTALLING A SYSTEM IN A PRE-WIRED HOUSE, HOFFMAN MAKES NO WARRANTY ON CONDITION OF EXISTING WIRE AND ADDITIONAL COSTS MAY ARISE IF WIRE IS UNUSABLE OR LOST. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS ARE FOR AREA PROTECTION ONLY. ALL COSTS ATTRIBUTABLE TO MAKING THE FIRE ALARM SYSTEM OPERABLE FOR THE RESIDENCE IDENTIFIED BY THIS DOCUMENT, INCLUDING SALE AND INSTALLATION COSTS, DO NOT EXCEED FIVE HUNDRED DOLLARS ($500).***

FIRE PERMIT FEES ARE NOT INCLUDED AS THEY VARY BY JURISDICTION AND ARE THE SUBSCRIBER'S RESPONSIBILITY. ANY ADDITIONAL EQUIPMENT THAT MAY BE REQUIRED BY THE AUTHORITY HAVING JURISDICTION IS THE RESPONSIBILITY OF THE CUSTOMER AND MAY RESULT IN ADDITIONAL CHARGES. FIRE SYSTEMS REQUIRE DEDICATED POWER PROVIDED BY THE SUBSCRIBER.

IF SUBSCRIBER WISHES TO PROGRAM VIDEO RECORDER TO RECORD ON DETECTION OF MOTION ONLY, SUBSCRIBER UNDERSTANDS THAT UNDER SOME CIRCUMSTANCES MOVEMENT IN THE CAMERA IMAGE MAY NOT TRIGGER RECORDING CAUSING ALL OR PART OF AN EVENT TO NOT BE RECORDED. SUBSCRIBER SHALL PROVIDE INTERNET CONNECTION FOR ANY SERVICES AS REQUIRED FOR FUNCTION OF REMOTE MONITORING. HOFFMAN IS NOT RESPONSIBLE FOR FAILURES OF THAT INTERNET SERVICE OR LOST VIDEO DUE TO INTERNET RELATED ISSUES. NOTIFICATION ON VIDEO LOSS SIGNALS MAY BE INTERRUPTED DUE TO BROADBAND ISSUES BEYOND OUR CONTROL. SUBSCRIBER GIVES HOFFMAN THE RIGHT TO LOG INTO CAMERA SYSTEM FOR MONITORING AND TROUBLESHOOTING AS NECESSARY.

7. **LIMITED/EXTENDED WARRANTY.** For purchased Systems only, the following limited repair/replacement warranty applies:

a. WHAT IS COVERED: LIMITED WARRANTY - FOR ONE YEAR AFTER WE COMPLETE THE INSTALLATION, WE WILL PROVIDE THE FOLLOWING WARRANTY SERVICE: (1) FOR THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU; (2) AFTER THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL PROVIDE A REPLACEMENT FOR ANY DEFECTIVE PART WITHOUT CHARGE, BUT YOU WILL PAY FOR ALL LABOR AT OUR PREVAILING RATES WHICH WILL INCLUDE A MINIMUM VISIT CHARGE. WE MAY USE NEW OR USED PARTS OF EQUAL QUALITY. IF EXTENDED WARRANTY IS INCLUDED, THE POLICIES IN SECTION 6 (ABOVE & BELOW) WILL BE EXTENDED AS LONG AS YOUR ACCOUNT IS IN GOOD STANDING AND EXTENDED WARRANTY PAYMENTS ARE BEING MADE.

b. HOW TO GET SERVICE: CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 8:00 A.M. TO 4:00

Hoffman_____ Subscriber_____

Attachment: Airport (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings)

P.M., MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES FOR AN ADDITIONAL CHARGE WHICH INCLUDES A MINIMUM ONE-HOUR VISIT CHARGE.
c. WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES. ANY REQUIRED OR REQUESTED FIRE ALARM TESTS AND/OR INSPECTIONS ARE NOT PART OF WARRANTY SERVICE AND SHALL BE SEPARATELY BILLED TO YOU AT OUR PREVAILING RATES FOR SUCH SERVICES AND YOU AGREE TO PAY FOR THE SAME. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, INTRUSION, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED, BYPASSED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESSED LIMITED WARRANTY. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.
d. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

8. **CAMERA MAINTENANCE.** Camera Maintenance includes daily health alerts to be sent to Company if one of the cameras loses their picture or if the hard drive on the recorder fails. Subscriber is responsible for maintaining high speed internet connection. Once per month, if remote access is made available by client and conditions permit, Hoffman will remotely attempt to determine camera system is functioning as intended by using any combination of methods such as checking: system is accessible, recorded video, live video, camera views, views obscured, or other processes to attain general system health. Camera maintenance also includes an annual camera cleaning to be scheduled by the client. Finally, it covers all normal wear and tear on the equipment so if any camera or the recorder fails, we will replace it at no cost to subscriber. Any repair work necessary will be done during normal business hours

9. **ALARM SYSTEM MONITORING SERVICE.** If you have subscribed to monitoring service, we shall connect the alarm system(s) to our monitoring facility (the "Center") and monitoring will be provided in accordance with our Agreement. We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. When a burglary, fire, duress, medical or other alarm signal from the System is received in the Center, we will call your premises first, followed by the first person designated on Subscriber's Emergency Notification List, and then try to telephone the proper police or fire department and the other persons designated on Subscriber's Emergency Notification List. HOFFMAN AND THE CENTER DO NOT PROVIDE MEDICAL SERVICES OR MEDICAL ADVICE. When a non-emergency signal is received (e.g. temperature or pump water flow sensors), we will attempt to contact the premises and then the first available person on your Subscriber information form but will not notify emergency authorities. We reserve the right to verify all alarm signals by using the two-way voice or visual devices, if one has been installed, calling the premises or otherwise before notifying the government agencies. We may choose not to notify the government agencies if we have reason to believe that an emergency condition does not exist. We and you are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your system. We may discontinue or change any particular response service due to governmental or insurance requirements by giving you written notice. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. *If Hoffman dispatches a Guard Company, subscriber is responsible to pay a response fee will each time Guard Company is dispatched.* We may charge an additional fee for such service that will be added to the then current monthly fee. *Subscriber is responsible for any city or county alarm permit fees.* You acknowledge and agree that all monitoring firmware and software, computer codes and monitoring information remain our sole and exclusive property. You consent to the tape recording of all telephonic communications with our office or the Center. *If Hoffman is providing Video Verification, standard dispatching procedures shall apply on all accounts with Video.* We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. False alarm charges shall be your responsibility.

10. **TRANSMISSION LINES.** The alarm system may include a communicator that sends signals to the Center over your regular telephone service, or Internet, cellular service or long-range radio. If telephone service is used, you will pay for all telephone charges including any installation fee for a special jack to connect the alarm system to your telephone service. We recommend the use of an RJ31X or equivalent telephone jack to give the alarm system priority over other telephones in your premises, however, when the alarm system is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the System connected to a second telephone line. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and we will not know of the telephone service problem. If an Internet, cellular or radio system is used for transmitting alarm signals from your premises to the Center, you acknowledge that the use of such system may be controlled by the California Public Utilities Commission and Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuing or changing such transmission facilities at our option. Communications systems may be impaired or interrupted by atmospheric conditions, including interruptions caused by an Internet provider, electrical storms, power failures or other outages, conditions and events beyond our control. You may be required to execute an additional agreement for Internet, cellular or radio transmission service. You agree to reimburse us for any costs we may incur to reprogram the communications device of the alarm system because of area code changes or other dialing pattern changes. The use of DSL, VoIP, BPL or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility and/or interfere with the telephone line-seizure feature of the alarm system, after it is installed or anytime in the future. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP, BPL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL, VoIP, BPL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.

12. **AFTER WARRANTY REPAIR SERVICE.** At the end of our one (1) year limited warranty we will continue to repair the System and provide equipment on a time and material basis. You will pay our standard parts and labor charges for all repair calls and supplies. There will be a one (1) hour minimum visit charge for each repair call. See Section 7(b) of our Limited Warranty on how to get repair service.
(B) For Systems provided to you by Hoffman, except as limited below, we shall provide repair service for the System including all parts and labor. All repairs shall be performed during normal business hours, which are 8:00 am to 4:00 pm, Monday through Friday, except holidays we observe, and will be performed as soon as reasonably possible after receipt of notice from you. Emergency service is available at other times at our prevailing service rates. You agree to pay for all parts and labor necessary to repair the System as a result of damage to the System caused by accident, your misuse or modification of the System, acts of God, or attempted repair service performed by anyone other than Company or our designee and charges for such repairs will be based on our then existing labor and material rates and will include a minimum one (1) hour visit charge and will be due and payable upon completion of the work. **YOU AGREE TO PAY FOR ANY DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES.** If you fail to pay for such charges upon completion of the work, we may terminate this Agreement. For fire alarm or sprinkler supervisory systems we will provide inspection and testing service as set forth on the equipment description. Inspections and tests will be performed only during our normal business hours described above. We have no obligation to repair equipment to which the System is attached (e.g., a sprinkler system or access control system).

13. **SUBSCRIBER'S DUTIES.** You will instruct all other persons who may use the System on its proper testing and use. You will test the alarm system's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the security alarm system includes space protection (e.g., infrared, photo beams or other such detectors) you will turn off, control, relocate or remove all things such as air conditioning systems, inventory, furniture, heaters, and other such devices that might interfere with such devices when they are turned on. If a problem in the System occurs you will notify us. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. In the case of a

Hoffman_____ Subscriber_____

Attachment: Airport (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings)

fire alarm or sprinkler system, you will notify us in writing of any change in your fire rating bureau or agency. You will notify Hoffman in writing of any changes in the information set forth on the Emergency Notification List. You agree that we may disclose the information regarding your system and on the Emergency Notification List to any governmental agency having jurisdiction over the use and operation of the System, without notice to you. You are solely responsible for (i) issuing and controlling access control cards and (ii) providing and maintaining video for CCTV systems and we do not provide film developing or video editing services.

14. SUSPENSION OR CANCELLATION OF THIS AGREEMENT. You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of Hoffman or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the alarm system and our monitoring facilities; (iii) you do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the alarm system communicator from our facility and/or enter your premises to disconnect the alarm system from our monitoring equipment and remove our signs, decals and communications software from your System and premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.

15. TERMINATION, DEFAULT; TITLE TO SYSTEM In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. In addition we may impose a late charge on all payments for services that are more than ten (10) days past due, in the amount equal to ten dollars ($10.00) or the maximum amount permitted by California law whichever is less. In no event shall Hoffman's failure to enforce this provision at any time be deemed to be a waiver by Hoffman to assert its rights created hereunder or to assess the late charge in the future. Unless you purchased the System from us (and the first box under Section 1 is checked), you acknowledge and agree to the following: (A) This Agreement is a service agreement only and THE ENTIRE SYSTEM SHALL AT ALL TIMES REMAIN THE SOLE PROPERTY OF HOFFMAN. (B) You will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by any but our service personnel. (C) In the event of loss or damage to the System or any part thereof, you agree to pay us the System's reasonable replacement value or the cost of repair as the case may be. At the expiration of this Agreement or in the event of your default, you authorize us to enter your premises and to remove all or any portion of the System. (D) We may elect to abandon all or any portion of the System. (E) Removal of the System shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof, including, but not limited to, recovery of our loss of profit for any unexpired term of this Agreement. (F) You will return the System to us in good condition, reasonable wear and tear excepted. (G) You agree that installation of the System does not create a fixture to your premises. In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System.

16. ASSIGNEES AND SUBCONTRACTORS. We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, Hoffman will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring and other services. This Agreement, and particularly sections 16 and 17, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.

17. CHANGES TO THE SYSTEM. If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.

18. HOFFMAN IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY. You understand that (a) we are not an insurer of your property or the personal safety of persons in your premises; (b) you should provide any insurance on your premises and its contents; (c) the amount you pay to us is based only on the value of the System and services we provide and not on the value of your premises or its contents; (d) alarm systems and our monitoring and repair service may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of the your property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (f) a CCTV or access control system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (g) it is difficult to determine in advance how fast the police or fire department or others would respond to an alarm signal; and (h) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System. Therefore you agree that, even if a court decides that Hoffman's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System, installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the lesser of $250.00 or six (6) times the quarterly services fee, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss. YOU MAY OBTAIN A LIMITATION OF LIABILITY. If you wish, you may obtain from us a limitation of liability for an additional periodic charge. If you elect this option, we will attach a rider to this Agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.

19. THIRD PARTY INDEMNIFICATION AND SUBROGATION. If anyone other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Hoffman's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or careless activity of ours in providing the System or services or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and that employee or subcontractor solely causes such harm or damages. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

20. LIMITATION ON LAWSUITS; REFERENCE. Both Hoffman and Subscriber agree that no law suit or any other legal proceeding connected with this Agreement shall be brought or filed more than two (2) years after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Hoffman in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Merced, California, in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. The arbitrator shall allocate all the costs of the arbitration, including fees of the arbitrator and reasonable attorney's fees of the prevailing party against the party who did not prevail. Judgment on the award may be entered in any court having jurisdiction.

21. INCREASE IN SERVICES FEE. Notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installation, we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the monthly services fee by a percentage not to exceed ten percent (10%) of the monthly services fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increase and you agree to pay the same.

Hoffman_____ Subscriber_____

Attachment: Airport (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings)

22. INFORMATION AND PRIVACY. You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor, record, store and, if necessary, disclose to third parties video and audio related to monitored activity at your location, as well as conversations with you, emergency services providers, and law enforcement personnel. You consent to such recording, storage, and disclosure on behalf of yourself and any minor children for whom you are the parent or legal guardian. You further agree and represent that you have or will have obtained consent to such recording, storage, and disclosure from any other individuals who live or work at, or otherwise frequent, your premises, including consent on behalf of any minor children for whom such individuals are the parents or legal guardians. Further, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to us (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services, enforce the terms of this agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information, including information contained on your emergency information to law enforcement or fire service personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate customer information and statistics that do not include information that identifies you personally. Except as required to provide the services that you have selected, we will not monitor your location. You further acknowledge and assume risks related to data security breaches and cybercrime, as a result of which information about you and your premises may be compromised, intercepted and/or used by third parties in a way that would compromise the security of your information, your safety and/or privacy, and the privacy and safety of persons and property on your premises.

23. ENTIRE AGREEMENT. The entire and only agreement between you and Hoffman is written in this Agreement. They replace any earlier oral or written understandings or agreements. They may only be changed by a written agreement signed by you and us. THEY MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT. If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. You agree that this Agreement is performed in the state of California and shall be governed by the laws of California.

24. OUR LICENSES. ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.CANCELLATION. [RESIDENTIAL SYSTEMS ONLY] YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

HOFFMAN ELECTRONIC SYSTEMS

_____
[Print Subscriber's Name]

By _____
(Sales Agent & Agent Reg #)

By _____

_____
Management Approval

Date: _____

Date: _____, 20___

Type of Entity:

[ ] Sole Proprietorship [ ] Partnership
[ ] Corporation/LLC [ ] Other _____

THIS AGREEMENT WILL NOT BE BINDING UPON HOFFMAN UNTIL EITHER (i) APPROVED BY ONE OF OUR MANAGERS OR (ii) WE START THE INSTALLATION. IN THE EVENT OF NON-APPROVAL, OUR ONLY LIABILITY SHALL BE TO REFUND TO YOU THE AMOUNT THAT YOU PAID TO US UPON THE SIGNING OF THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT SUBSCRIBER MAY NOT RECEIVE A COPY OF THIS AGREEMENT APPROVED BY HOFFMAN'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT. THE CITY OR COUNTY IN WHICH YOUR BUSINESS IS LOCATED MAY REQUIRE THAT YOU OBTAIN A PERMIT FOR THE USE AND MONITORING OF THE SYSTEM. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS OR LICENSES FOR USE OF THE SYSTEM HAVE BEEN OBTAINED, AND THEREFORE COMPANY MAY NOT BEGIN MONITORING UNTIL SUBSCRIBER HAS OBTAINED AT SUBSCRIBER'S EXPENSES ALL NECESSARY PERMITS OR LICENSES, AND PROVIDED COMPANY WITH THE LICENSE OR PERMIT NUMBER.SUBSCRIBER AGREES DIGITAL SIGNATURES AND ELECTRONIC TRANSMISSION OF DOCUMENTATION IS LEGALLY BINDING AND JUST THE SAME AS ORIGINAL WET PEN-AND-PAPER SIGNATURES.

Hoffman_____ Subscriber_____

Attachment: Airport (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings)

Fresno Area:
90 E. Escalon Ave. #120
Fresno, CA 93710
(559) 292-7871
ACO # 4638
Con. Lic. 484100

HOFFMAN
ELECTRONIC SYSTEMS
Security for Home & Business
Burglary, Fire, Access, Cameras
Who's Watching Your Home or Business?

Merced Area:
2301 Aviation Dr.
Atwater, CA 95301
(209) 384-3305
(800) 972-0003
(209) 722-1107-Fax
HoffmanElectronics.com

SALE AND/OR INSTALLATION AND SERVICES AGREEMENT - Retail Installment Contract

THIS AGREEMENT is made this 5th day of May 2021 by and between Hoffman Electronic Systems, a California corporation ("Hoffman"), and Subscriber named below.

SUBSCRIBER	DESCRIPTION OF JOB
Mariposa County of Public Works 4639 Ben Hur Rd., Mariposa, Ca. 95338	Government Center 5100 Bullion St., Mariposa, Ca. 95338

1. SALE AND/OR INSTALLATION AND SERVICES. We will (check one box as applicable):

☑ Sell and install, and provide warranty and after-warranty repair service, and provide the other services for, the security systems described below(individually or collectively the "System"); OR

☐ Install, provide repair service, and provide the other services for the System, in which case **THE SYSTEM SHALL REMAIN OUR SOLE PROPERTY AND IS PROVIDED AS PART OF THE SERVICE.** Price and payment terms for monitoring service is included herein, and monitoring service is provided pursuant to the terms and conditions of our Agreement executed by Subscriber.

Signs and decals to remain the property of Hoffman under any circumstances.

System and Services Description

1 EA Bring On Line existing MS-5UD Fire Alarm System

Approximate Installation Starting Date: _____ Approximate Installation Completion Date: _____

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. Subscriber will, at Subscriber's sole expense, obtain and keep in effect during the entire term of this Agreement, all permits, licenses, plan checks and similar governmental requirements that may be required for the installation and use of the System.

2. PRICE; PAYMENT; TERM; FINANCIAL DISCLOSURES

SALES/INSTALLATION PRICE
(Sales Tax Included in Installation Price)

MONITORING SERVICE $40.00/MONTH

Includes:

☐ Cell	☐ Total Control App	☐ ZWave Control	☐ Entre
☐ Open/Close Reports	☐ UL Certification	☐ Camera Control	☐ Instant Eye Witness
☐ Camera Maintenance	☐ Videofied Clips	☐ Extended warranty	☐ Fire inspections

DEPOSIT DUE NOW	$	INITIAL TERM OF MONITORING SERVICE	
BALANCE WHEN THE SYSTEM IS COMPLETED	$-0-	PAID: Monthly	3 - YEARS (36 Mo/12 qtr/3 yrs)
		TOTAL MONITORING SUM FOR INITIAL TERM	$40.00 PER PERIOD $1,440.00

There is no financing charge or cost of credit associated with this Agreement (0% APR). The total sum set forth above as total monitoring sum for initial term is the total cash price and total cost of credit for monitoring service. WE MAY ELECT NOT TO START TO MONITOR THE SYSTEM OR PROVIDE OTHER SERVICES UNTIL THE SALES/INSTALLATION PRICE IS PAID IN FULL. You agree and understand that if you authorize any payments pursuant to any electronic means provided in the "Easy Payment Enrollment" form, and if such authorization is discontinued or terminated by you or any payment is dishonored by the financial institution or is not paid otherwise paid for any reason, your payment obligations under this Agreement remain in full force and effect and you agree to pay the same to Hoffman. If you fail to make any such payments, we may terminate providing any further services and all collection rights and remedies of Hoffman are expressly reserved.

Hoffman_____ Subscriber_____

Attachment: Goverment Center (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County

For services, the initial term of this agreement is three (3) years commencing on the day service begins, and will automatically continue for successive one (1) Month terms unless canceled by either of us in writing at least thirty (30) days before the end of the original term or renewal term.

3. MONITORING SERVICE FEES ARE BILLED IN ADVANCE AND IS DUE UPON YOUR RECEIPT OF OUR INVOICE. YOU WILL PAY THE PRORATED SERVICES FEE FOR THE MONTH IN WHICH SERVICES BEGIN. THE FIRST PAYMENT FOR SERVICES IS DUE WHEN WE SUBSTANTIALLY COMPLETE THE INSTALLATION OF THE SYSTEM. Monitoring service will not begin until you have executed and delivered our Agreement. We may elect not to start to monitor the alarm system, activate other systems, or provide other services until the installation price is paid in full. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled, including the value of the work performed and loss of profits. In addition we may impose a late charge on all payments for the installation of the System that more than ten (10) days past due in the maximum amount permitted by California law. You understand that the monitoring service fee does not include and text messaging or other cell phone usage charges by your wireless carrier that you may incur as a result of our notification and monitoring services. You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the services fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, we may periodically increase the services fee as set forth in Section 19.

4. **RECEIPT OF COPY.** YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT.**ALL OF THE TERMS ON THE AGREEMENT AND ON ALL ATTACHMENTS ARE PART OF THIS AGREEMENT. READ THEM BEFORE YOU SIGN BELOW.**

5. **DISCLAIMER OF LIABILITY.** WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY BURGLARY, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BY-PASSED OR THAT IT WILL ALWAYS OPERATE. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, NOR HAVE YOU RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. SECTIONS 16 AND 17 ON THE AGREEMENT LIMIT OUR LIABILITY TO $1,000.00 OR SIX (6) TIMES THE MONTHLY SERVICES FEE IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SECURITY CONSULTANT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL SERVICES FEE TO US.

6. **INSTALLATION OF THE SYSTEM.** You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations of where the control panel, audible devices, cameras, monitors, and all devices will be installed. If the alarm system includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than five (5) minutes. You will provide 24 hour - 110-volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors, broken windows, sprinkler shut-off valves, etc.) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV system, and otherwise provide the proper environment for the Systems as we may reasonably request. If telephone utility services or cables are necessary for the installation and operation of the System, you will provide them at your expense. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you. If the System is being installed as part of new construction or a remodeling of an existing structure and we pre-wire any portion of the System, and such wiring and/or related System components (e.g. door switches) are damaged by you or others working on the premises, you agree to pay our standard labor and material charges to repair such damage. ***IF ADDITIONAL TRIPS ARE REQUIRED TO COMPLETE THE JOB DUE TO CUSTOMER OR CONTRACTOR NOT PROVIDING REQUIRED EQUIPMENT OR CONNECTIONS BY SCHEDULED INSTALLATION DATE, (I.E. DOORS, WINDOWS, TELEPHONE, POWER... ETC.), THOSE TRIPS WILL BE BILLED AT STANDARD LABOR RATES. MOTION DETECTORS AND GLASS BREAK DETECTORS ARE FOR SPOT PROTECTION ONLY. SUBSCRIBER DESIRES NO ADDITIONAL PROTECTION AT THIS TIME. SUBSCRIBER UNDERSTANDS THAT SUCH ADDITIONAL PROTECTION MAY BE AVAILABLE AND CAN BE PROVIDED BY HOFFMAN FOR A FEE. HOFFMAN DOES NOT WARRANTY ANY EQUIPMENT INSTALLED BY ANY OTHER COMPANY. HOFFMAN TO PROVIDE ONE HOUR FREE LABOR TO BRING SYSTEM ONLINE. ANY OTHER WORK REQUIRED TO MAKE SYSTEM OPERATIONAL WILL BE CHARGED ON A TIME PLUS MATERIALS BASIS. IF ANY WIRES HAVE BEEN CUT SINCE THE PRE-WIRE AND IT IS NECESSARY TO ADD ADDITIONAL EQUIPMENT TO COMPLETE SYSTEM, IT IS THE SUBSCRIBER'S RESPONSIBILITY TO PAY FOR THIS EQUIPMENT ON A TIME PLUS MATERIALS BASIS. USE OF WIRELESS EQUIPMENT IS AFFECTED BY UNSEEN VARIABLES. ADDITIONAL EQUIPMENT AND LABOR MAY BE REQUIRED IF CONDITIONS DICTATE. THESE COSTS ARE BILLED TO THE CUSTOMER. IF HOFFMAN IS INSTALLING A SYSTEM IN A PRE-WIRED HOUSE, HOFFMAN MAKES NO WARRANTY ON CONDITION OF EXISTING WIRE AND ADDITIONAL COSTS MAY ARISE IF WIRE IS UNUSABLE OR LOST. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS ARE FOR AREA PROTECTION ONLY. ALL COSTS ATTRIBUTABLE TO MAKING THE FIRE ALARM SYSTEM OPERABLE FOR THE RESIDENCE IDENTIFIED BY THIS DOCUMENT, INCLUDING SALE AND INSTALLATION COSTS, DO NOT EXCEED FIVE HUNDRED DOLLARS ($500).***

FIRE PERMIT FEES ARE NOT INCLUDED AS THEY VARY BY JURISDICTION AND ARE THE SUBSCRIBER'S RESPONSIBILITY. ANY ADDITIONAL EQUIPMENT THAT MAY BE REQUIRED BY THE AUTHORITY HAVING JURISDICTION IS THE RESPONSIBILITY OF THE CUSTOMER AND MAY RESULT IN ADDITIONAL CHARGES. FIRE SYSTEMS REQUIRE DEDICATED POWER PROVIDED BY THE SUBSCRIBER.

IF SUBSCRIBER WISHES TO PROGRAM VIDEO RECORDER TO RECORD ON DETECTION OF MOTION ONLY, SUBSCRIBER UNDERSTANDS THAT UNDER SOME CIRCUMSTANCES MOVEMENT IN THE CAMERA IMAGE MAY NOT TRIGGER RECORDING CAUSING ALL OR PART OF AN EVENT TO NOT BE RECORDED. SUBSCRIBER SHALL PROVIDE INTERNET CONNECTION FOR ANY SERVICES AS REQUIRED FOR FUNCTION OF REMOTE MONITORING. HOFFMAN IS NOT RESPONSIBLE FOR FAILURES OF THAT INTERNET SERVICE OR LOST VIDEO DUE TO INTERNET RELATED ISSUES. NOTIFICATION ON VIDEO LOSS SIGNALS MAY BE INTERRUPTED DUE TO BROADBAND ISSUES BEYOND OUR CONTROL. SUBSCRIBER GIVES HOFFMAN THE RIGHT TO LOG INTO CAMERA SYSTEM FOR MONITORING AND TROUBLESHOOTING AS NECESSARY.

7. LIMITED/EXTENDED WARRANTY. For purchased Systems only, the following limited repair/replacement warranty applies:

a. WHAT IS COVERED: LIMITED WARRANTY - FOR ONE YEAR AFTER WE COMPLETE THE INSTALLATION, WE WILL PROVIDE THE FOLLOWING WARRANTY SERVICE: (1) FOR THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU; (2) AFTER THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL PROVIDE A REPLACEMENT FOR ANY DEFECTIVE PART WITHOUT CHARGE, BUT YOU WILL PAY FOR ALL LABOR AT OUR PREVAILING RATES WHICH WILL INCLUDE A MINIMUM VISIT CHARGE. WE MAY USE NEW OR USED PARTS OF EQUAL QUALITY. IF EXTENDED WARRANTY IS INCLUDED, THE POLICIES IN SECTION 6 (ABOVE & BELOW) WILL BE EXTENDED AS LONG AS YOUR ACCOUNT IS IN GOOD STANDING AND EXTENDED WARRANTY PAYMENTS ARE BEING MADE.

b. HOW TO GET SERVICE: CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 8:00 A.M. TO 4:00

Hoffman_____ Subscriber_____

Attachment: Goverment Center (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County

P.M., MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES FOR AN ADDITIONAL CHARGE WHICH INCLUDES A MINIMUM ONE-HOUR VISIT CHARGE.
c. WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES. ANY REQUIRED OR REQUESTED FIRE ALARM TESTS AND/OR INSPECTIONS ARE NOT PART OF WARRANTY SERVICE AND SHALL BE SEPARATELY BILLED. TO YOU AT OUR PREVAILING RATES FOR SUCH SERVICES AND YOU AGREE TO PAY FOR THE SAME. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, INTRUSION, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED, BYPASSED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESSED LIMITED WARRANTY. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.
d. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.
8. **CAMERA MAINTENANCE.** Camera Maintenance includes daily health alerts to be sent to Company if one of the cameras loses their picture or if the hard drive on the recorder fails. Subscriber is responsible for maintaining high speed internet connection. Once per month, if remote access is made available by client and conditions permit, Hoffman will remotely attempt to determine camera system is functioning as intended by using any combination of methods such as checking: system is accessible, recorded video, live video, camera views, views obscured, or other processes to attain general system health. Camera maintenance also includes an annual camera cleaning to be scheduled by the client. Finally, it covers all normal wear and tear on the equipment so if any camera or the recorder fails, we will replace it at no cost to subscriber. Any repair work necessary will be done during normal business hours
9. **ALARM SYSTEM MONITORING SERVICE.** If you have subscribed to monitoring service, we shall connect the alarm system(s) to our monitoring facility (the "Center") and monitoring will be provided in accordance with our Agreement. We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. When a burglary, fire, duress, medical or other alarm signal from the System is received in the Center, we will call your premises first, followed by the first person designated on Subscriber's Emergency Notification List, and then try to telephone the proper police or fire department and the other persons designated on Subscriber's Emergency Notification List. HOFFMAN AND THE CENTER DO NOT PROVIDE MEDICAL SERVICES OR MEDICAL ADVICE. When a non-emergency signal is received (e.g. temperature or pump water flow sensors), we will attempt to contact the premises and then the first available person on your Subscriber information form but will not notify emergency authorities. We reserve the right to verify all alarm signals by using the two-way voice or visual devices, if one has been installed, calling the premises or otherwise before notifying the government agencies. We may choose not to notify the government agencies if we have reason to believe that an emergency condition does not exist. We and you are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your system. We may discontinue or change any particular response service due to governmental or insurance requirements by giving you written notice. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. *If Hoffman dispatches a Guard Company, subscriber is responsible to pay a response fee will each time Guard Company is dispatched.* We may charge an additional fee for such service that will be added to the then current monthly fee. *Subscriber is responsible for any city or county alarm permit fees.* You acknowledge and agree that all monitoring firmware and software, computer codes and monitoring information remain our sole and exclusive property. You consent to the tape recording of all telephonic communications with our office or the Center. *If Hoffman is providing Video Verification, standard dispatching procedures shall apply on all accounts with Video.* We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. False alarm charges shall be your responsibility.
10. **TRANSMISSION LINES.** The alarm system may include a communicator that sends signals to the Center over your regular telephone service, or Internet, cellular service or long-range radio. If telephone service is used, you will pay for all telephone charges including any installation fee for a special jack to connect the alarm system to your telephone service. We recommend the use of an RJ31X or equivalent telephone jack to give the alarm system priority over other telephones in your premises, however, when the alarm system is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the System connected to a second telephone line. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and we will not know of the telephone service problem. If an Internet, cellular or radio system is used for transmitting alarm signals from your premises to the Center, you acknowledge that the use of such system may be controlled by the California Public Utilities Commission and Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuing or changing such transmission facilities at our option. Communications systems may be impaired or interrupted by atmospheric conditions, including interruptions caused by an Internet provider, electrical storms, power failures or other outages, conditions and events beyond our control. You may be required to execute an additional agreement for Internet, cellular or radio transmission service. You agree to reimburse us for any costs we may incur to reprogram the communications device of the alarm system because of area code changes or other dialing pattern changes. The use of DSL, VoIP, BPL or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility and/or interfere with the telephone line-seizure feature of the alarm system, after it is installed or anytime in the future. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP, BPL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL, VoIP, BPL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.

12. AFTER WARRANTY REPAIR SERVICE. At the end of our one (1) year limited warranty we will continue to repair the System and provide equipment on a time and material basis. You will pay our standard parts and labor charges for all repair calls and supplies. There will be a one (1) hour minimum visit charge for each repair call. See Section 7(b) of our Limited Warranty on how to get repair service.
(B) For Systems provided to you by Hoffman, except as limited below, we shall provide repair service for the System including all parts and labor. All repairs shall be performed during normal business hours, which are 8:00 am to 4:00 pm, Monday through Friday, except holidays we observe, and will be performed as soon as reasonably possible after receipt of notice from you. Emergency service is available at other times at our prevailing service rates. You agree to pay for all parts and labor necessary to repair the System as a result of damage to the System caused by accident, your misuse or modification of the System, acts of God, or attempted repair service performed by anyone other than Company or our designee and charges for such repairs will be based on our then existing labor and material rates and will include a minimum one (1) hour visit charge and will be due and payable upon completion of the work. **YOU AGREE TO PAY FOR ANY DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES.** If you fail to pay for such charges upon completion of the work, we may terminate this Agreement. For fire alarm or sprinkler supervisory systems we will provide inspection and testing service as set forth on the equipment description. Inspections and tests will be performed only during our normal business hours described above. We have no obligation to repair equipment to which the System is attached (e.g., a sprinkler system or access control system).
13. SUBSCRIBER'S DUTIES. You will instruct all other persons who may use the System on its proper testing and use. You will test the alarm system's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the security alarm system includes space protection (e.g., infrared, photo beams or other such detectors) you will turn off, control, relocate or remove all things such as air conditioning systems, inventory, furniture, heaters, and other such devices that might interfere with such devices when they are turned on. If a problem in the System occurs you will notify us. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. In the case of a

Hoffman_____ Subscriber_____

Attachment: Goverment Center (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County

fire alarm or sprinkler system, you will notify us in writing of any change in your fire rating bureau or agency. You will notify Hoffman in writing of any changes in the information set forth on the Emergency Notification List. You agree that we may disclose the information regarding your system and on the Emergency Notification List to any governmental agency having jurisdiction over the use and operation of the System, without notice to you. You are solely responsible for (i) issuing and controlling access control cards and (ii) providing and maintaining video for CCTV systems and we do not provide film developing or video editing services.

14. SUSPENSION OR CANCELLATION OF THIS AGREEMENT. You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of Hoffman or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the alarm system and our monitoring facilities; (iii) you do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the alarm system communicator from our facility and/or enter your premises to disconnect the alarm system from our monitoring equipment and remove our signs, decals and communications software from your System and premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.

15. TERMINATION, DEFAULT; TITLE TO SYSTEM In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. In addition we may impose a late charge on all payments for services that are more than ten (10) days past due, in the amount equal to ten dollars ($10.00) or the maximum amount permitted by California law whichever is less. In no event shall Hoffman's failure to enforce this provision at any time be deemed to be a waiver by Hoffman to assert its rights created hereunder or to assess the late charge in the future. Unless you purchased the System from us (and the first box under Section 1 is checked), you acknowledge and agree to the following: (A) This Agreement is a service agreement only and THE ENTIRE SYSTEM SHALL AT ALL TIMES REMAIN THE SOLE PROPERTY OF HOFFMAN. (B) You will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by any but our service personnel. (C) In the event of loss or damage to the System or any part thereof, you agree to pay us the System's reasonable replacement value or the cost of repair as the case may be. At the expiration of this Agreement or in the event of your default, you authorize us to enter your premises and to remove all or any portion of the System. (D) We may elect to abandon all or any portion of the System. (E) Removal of the System shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof, including, but not limited to, recovery of our loss of profit for any unexpired term of this Agreement. (F) You will return the System to us in good condition, reasonable wear and tear excepted. (G) You agree that installation of the System does not create a fixture to your premises. In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System.

16. ASSIGNEES AND SUBCONTRACTORS. We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, Hoffman will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring and other services. This Agreement, and particularly sections 16 and 17, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.

17. CHANGES TO THE SYSTEM. If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.

18. HOFFMAN IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY. You understand that (a) we are not an insurer of your property or the personal safety of persons in your premises; (b) you should provide any insurance on your premises and its contents; (c) the amount you pay to us is based only on the value of the System and services we provide and not on the value of your premises or its contents; (d) alarm systems and our monitoring and repair service may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of the your property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (f) a CCTV or access control system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (g) it is difficult to determine in advance how fast the police or fire department or others would respond to an alarm signal; and (h) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System. Therefore you agree that, even if a court decides that Hoffman's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System, installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the lesser of $250.00 or six (6) times the quarterly services fee, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss. YOU MAY OBTAIN A LIMITATION OF LIABILITY. If you wish, you may obtain from us a limitation of liability for an additional periodic charge. If you elect this option, we will attach a rider to this Agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.

19. THIRD PARTY INDEMNIFICATION AND SUBROGATION. If anyone other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Hoffman's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or careless activity of ours in providing the System or services or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and that employee or subcontractor solely causes such harm or damages. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

20. LIMITATION ON LAWSUITS; REFERENCE. Both Hoffman and Subscriber agree that no law suit or any other legal proceeding connected with this Agreement shall be brought or filed more than two (2) years after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Hoffman in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Merced, California, in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. The arbitrator shall allocate all the costs of the arbitration, including fees of the arbitrator and reasonable attorney's fees of the prevailing party against the party who did not prevail. Judgment on the award may be entered in any court having jurisdiction.

21. INCREASE IN SERVICES FEE. Notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installation, we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the monthly services fee by a percentage not to exceed ten percent (10%) of the monthly services fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increase and you agree to pay the same.

Hoffman_____ Subscriber_____

Attachment: Goverment Center (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County

22. INFORMATION AND PRIVACY. You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor, record, store and, if necessary, disclose to third parties video and audio related to monitored activity at your location, as well as conversations with you, emergency services providers, and law enforcement personnel. You consent to such recording, storage, and disclosure on behalf of yourself and any minor children for whom you are the parent or legal guardian. You further agree and represent that you have or will have obtained consent to such recording, storage, and disclosure from any other individuals who live or work at, or otherwise frequent, your premises, including consent on behalf of any minor children for whom such individuals are the parents or legal guardians. Further, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to us (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services, enforce the terms of this agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information, including information contained on your emergency information to law enforcement or fire service personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate customer information and statistics that do not include information that identifies you personally. Except as required to provide the services that you have selected, we will not monitor your location. You further acknowledge and assume risks related to data security breaches and cybercrime, as a result of which information about you and your premises may be compromised, intercepted and/or used by third parties in a way that would compromise the security of your information, your safety and/or privacy, and the privacy and safety of persons and property on your premises.

23. ENTIRE AGREEMENT. The entire and only agreement between you and Hoffman is written in this Agreement. They replace any earlier oral or written understandings or agreements. They may only be changed by a written agreement signed by you and us. THEY MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT. If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. You agree that this Agreement is performed in the state of California and shall be governed by the laws of California.

24. OUR LICENSES. ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.CANCELLATION. [RESIDENTIAL SYSTEMS ONLY] YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

HOFFMAN ELECTRONIC SYSTEMS

By _____
(Sales Agent & Agent Reg #)

_____
Management Approval

Date: _____, 20___

_____
[Print Subscriber's Name]

By _____

Date: _____

Type of Entity:

[ ] Sole Proprietorship [ ] Partnership
[ ] Corporation/LLC [ ] Other _____

THIS AGREEMENT WILL NOT BE BINDING UPON HOFFMAN UNTIL EITHER (i) APPROVED BY ONE OF OUR MANAGERS OR (ii) WE START THE INSTALLATION. IN THE EVENT OF NON-APPROVAL, OUR ONLY LIABILITY SHALL BE TO REFUND TO YOU THE AMOUNT THAT YOU PAID TO US UPON THE SIGNING OF THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT SUBSCRIBER MAY NOT RECEIVE A COPY OF THIS AGREEMENT APPROVED BY HOFFMAN'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT. THE CITY OR COUNTY IN WHICH YOUR BUSINESS IS LOCATED MAY REQUIRE THAT YOU OBTAIN A PERMIT FOR THE USE AND MONITORING OF THE SYSTEM. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS OR LICENSES FOR USE OF THE SYSTEM HAVE BEEN OBTAINED, AND THEREFORE COMPANY MAY NOT BEGIN MONITORING UNTIL SUBSCRIBER HAS OBTAINED AT SUBSCRIBER'S EXPENSES ALL NECESSARY PERMITS OR LICENSES, AND PROVIDED COMPANY WITH THE LICENSE OR PERMIT NUMBER.SUBSCRIBER AGREES DIGITAL SIGNATURES AND ELECTRONIC TRANSMISSION OF DOCUMENTATION IS LEGALLY BINDING AND JUST THE SAME AS ORIGINAL WET PEN-AND-PAPER SIGNATURES.

Attachment: Goverment Center (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County

Fresno Area:
90 E. Escalon Ave. #120
Fresno, CA 93710
(559) 292-7871
ACO # 4638
Con. Lic. 484100

HOFFMAN
ELECTRONIC SYSTEMS
Security for Home & Business
Burglary, Fire, Access, Cameras
Who's Watching Your Home or Business?

Merced Area:
2301 Aviation Dr.
Atwater, CA 95301
(209) 384-3305
(800) 972-0003
(209) 722-1107-Fax
HoffmanElectronics.com

SALE AND/OR INSTALLATION AND SERVICES AGREEMENT - Retail Installment Contract

THIS AGREEMENT is made this 13th day of May 2021 by and between Hoffman Electronic Systems, a California corporation ("Hoffman"), and Subscriber named below.

SUBSCRIBER	DESCRIPTION OF JOB
Mariposa Co. Probation Office P.O. Box 76, Mariposa, Ca. 95338	Juvenile Hall 5091 Bullion St., Mariposa, Ca. 95338

1. SALE AND/OR INSTALLATION AND SERVICES. We will (check one box as applicable):

☑ Sell and install, and provide warranty and after-warranty repair service, and provide the other services for, the security systems described below(individually or collectively the "System"); OR

☐ Install, provide repair service, and provide the other services for the System, in which case **THE SYSTEM SHALL REMAIN OUR SOLE PROPERTY AND IS PROVIDED AS PART OF THE SERVICE.** Price and payment terms for monitoring service is included herein, and monitoring service is provided pursuant to the terms and conditions of our Agreement executed by Subscriber.

Signs and decals to remain the property of Hoffman under any circumstances.

System and Services Description

Bring on line existing system for monitoring

Approximate Installation Starting Date: _____ Approximate Installation Completion Date: _____

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. Subscriber will, at Subscriber's sole expense, obtain and keep in effect during the entire term of this Agreement, all permits, licenses, plan checks and similar governmental requirements that may be required for the installation and use of the System.

2. PRICE; PAYMENT; TERM; FINANCIAL DISCLOSURES

SALES/INSTALLATION PRICE
(Sales Tax Included in Installation Price)

MONITORING SERVICE $25.00/MONTH

Includes:

☐ Cell	☐ Total Control App	☐ ZWave Control	☐ Entre
☐ Open/Close Reports	☐ UL Certification	☐ Camera Control	☐ Instant Eye Witness
☐ Camera Maintenance	☐ Videofied Clips	☐ Extended warranty	☐ Fire inspections

DEPOSIT DUE NOW	$	INITIAL TERM OF MONITORING SERVICE PAID: Monthly	3 - YEARS (36 Mo/12 qtr/3 yrs)
BALANCE WHEN THE SYSTEM IS COMPLETED	$-0-	TOTAL MONITORING SUM FOR INITIAL TERM	$25.00 PER PERIOD $900.00

There is no financing charge or cost of credit associated with this Agreement (0% APR). The total sum set forth above as total monitoring sum for initial term is the total cash price and total cost of credit for monitoring service. WE MAY ELECT NOT TO START TO MONITOR THE SYSTEM OR PROVIDE OTHER SERVICES UNTIL THE SALES/INSTALLATION PRICE IS PAID IN FULL. You agree and understand that if you authorize any payments pursuant to any electronic means provided in the "Easy Payment Enrollment" form, and if such authorization is discontinued or terminated by you or any payment is dishonored by the financial institution or is not paid otherwise paid for any reason, your payment obligations under this Agreement remain in full force and effect and you agree to pay the same to Hoffman. If you fail to make any such payments, we may terminate providing any further services and all collection rights and remedies of Hoffman are expressly reserved.

Hoffman_____ Subscriber_____

Attachment: Juvenile Hall (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings)

For services, the initial term of this agreement is three (3) years commencing on the day service begins, and will automatically continue for successive one (1) Month terms unless canceled by either of us in writing at least thirty (30) days before the end of the original term or renewal term.

3. MONITORING SERVICE FEES ARE BILLED IN ADVANCE AND IS DUE UPON YOUR RECEIPT OF OUR INVOICE. YOU WILL PAY THE PRORATED SERVICES FEE FOR THE MONTH IN WHICH SERVICES BEGIN. THE FIRST PAYMENT FOR SERVICES IS DUE WHEN WE SUBSTANTIALLY COMPLETE THE INSTALLATION OF THE SYSTEM. Monitoring service will not begin until you have executed and delivered our Agreement. We may elect not to start to monitor the alarm system, activate other systems, or provide other services until the installation price is paid in full. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled, including the value of the work performed and loss of profits. In addition we may impose a late charge on all payments for the installation of the System that more than ten (10) days past due in the maximum amount permitted by California law. You understand that the monitoring service fee does not include and text messaging or other cell phone usage charges by your wireless carrier that you may incur as a result of our notification and monitoring services. You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the services fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, we may periodically increase the services fee as set forth in Section 19.

4. **RECEIPT OF COPY.** YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT.**ALL OF THE TERMS ON THE AGREEMENT AND ON ALL ATTACHMENTS ARE PART OF THIS AGREEMENT. READ THEM BEFORE YOU SIGN BELOW.**

5. **DISCLAIMER OF LIABILITY.** WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY BURGLARY, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BY-PASSED OR THAT IT WILL ALWAYS OPERATE. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, NOR HAVE YOU RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. SECTIONS 16 AND 17 ON THE AGREEMENT LIMIT OUR LIABILITY TO $1,000.00 OR SIX (6) TIMES THE MONTHLY SERVICES FEE IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SECURITY CONSULTANT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL SERVICES FEE TO US.

6. **INSTALLATION OF THE SYSTEM.** You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations of where the control panel, audible devices, cameras, monitors, and all devices will be installed. If the alarm system includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than five (5) minutes. You will provide 24 hour - 110-volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors, broken windows, sprinkler shut-off valves, etc.) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV system, and otherwise provide the proper environment for the Systems as we may reasonably request. If telephone utility services or cables are necessary for the installation and operation of the System, you will provide them at your expense. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you. If the System is being installed as part of new construction or a remodeling of an existing structure and we pre-wire any portion of the System, and such wiring and/or related System components (e.g. door switches) are damaged by you or others working on the premises, you agree to pay our standard labor and material charges to repair such damage. ***IF ADDITIONAL TRIPS ARE REQUIRED TO COMPLETE THE JOB DUE TO CUSTOMER OR CONTRACTOR NOT PROVIDING REQUIRED EQUIPMENT OR CONNECTIONS BY SCHEDULED INSTALLATION DATE, (I.E. DOORS, WINDOWS, TELEPHONE, POWER... ETC.), THOSE TRIPS WILL BE BILLED AT STANDARD LABOR RATES. MOTION DETECTORS AND GLASS BREAK DETECTORS ARE FOR SPOT PROTECTION ONLY. SUBSCRIBER DESIRES NO ADDITIONAL PROTECTION AT THIS TIME. SUBSCRIBER UNDERSTANDS THAT SUCH ADDITIONAL PROTECTION MAY BE AVAILABLE AND CAN BE PROVIDED BY HOFFMAN FOR A FEE. HOFFMAN DOES NOT WARRANTY ANY EQUIPMENT INSTALLED BY ANY OTHER COMPANY. HOFFMAN TO PROVIDE ONE HOUR FREE LABOR TO BRING SYSTEM ONLINE. ANY OTHER WORK REQUIRED TO MAKE SYSTEM OPERATIONAL WILL BE CHARGED ON A TIME PLUS MATERIALS BASIS. IF ANY WIRES HAVE BEEN CUT SINCE THE PRE-WIRE AND IT IS NECESSARY TO ADD ADDITIONAL EQUIPMENT TO COMPLETE SYSTEM, IT IS THE SUBSCRIBER'S RESPONSIBILITY TO PAY FOR THIS EQUIPMENT ON A TIME PLUS MATERIALS BASIS. USE OF WIRELESS EQUIPMENT IS AFFECTED BY UNSEEN VARIABLES. ADDITIONAL EQUIPMENT AND LABOR MAY BE REQUIRED IF CONDITIONS DICTATE. THESE COSTS ARE BILLED TO THE CUSTOMER. IF HOFFMAN IS INSTALLING A SYSTEM IN A PRE-WIRED HOUSE, HOFFMAN MAKES NO WARRANTY ON CONDITION OF EXISTING WIRE AND ADDITIONAL COSTS MAY ARISE IF WIRE IS UNUSABLE OR LOST. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS ARE FOR AREA PROTECTION ONLY. ALL COSTS ATTRIBUTABLE TO MAKING THE FIRE ALARM SYSTEM OPERABLE FOR THE RESIDENCE IDENTIFIED BY THIS DOCUMENT, INCLUDING SALE AND INSTALLATION COSTS, DO NOT EXCEED FIVE HUNDRED DOLLARS ($500).***

FIRE PERMIT FEES ARE NOT INCLUDED AS THEY VARY BY JURISDICTION AND ARE THE SUBSCRIBER'S RESPONSIBILITY. ANY ADDITIONAL EQUIPMENT THAT MAY BE REQUIRED BY THE AUTHORITY HAVING JURISDICTION IS THE RESPONSIBILITY OF THE CUSTOMER AND MAY RESULT IN ADDITIONAL CHARGES. FIRE SYSTEMS REQUIRE DEDICATED POWER PROVIDED BY THE SUBSCRIBER.

IF SUBSCRIBER WISHES TO PROGRAM VIDEO RECORDER TO RECORD ON DETECTION OF MOTION ONLY, SUBSCRIBER UNDERSTANDS THAT UNDER SOME CIRCUMSTANCES MOVEMENT IN THE CAMERA IMAGE MAY NOT TRIGGER RECORDING CAUSING ALL OR PART OF AN EVENT TO NOT BE RECORDED. SUBSCRIBER SHALL PROVIDE INTERNET CONNECTION FOR ANY SERVICES AS REQUIRED FOR FUNCTION OF REMOTE MONITORING. HOFFMAN IS NOT RESPONSIBLE FOR FAILURES OF THAT INTERNET SERVICE OR LOST VIDEO DUE TO INTERNET RELATED ISSUES. NOTIFICATION ON VIDEO LOSS SIGNALS MAY BE INTERRUPTED DUE TO BROADBAND ISSUES BEYOND OUR CONTROL. SUBSCRIBER GIVES HOFFMAN THE RIGHT TO LOG INTO CAMERA SYSTEM FOR MONITORING AND TROUBLESHOOTING AS NECESSARY.

7. LIMITED/EXTENDED WARRANTY. For purchased Systems only, the following limited repair/replacement warranty applies:

a. WHAT IS COVERED: LIMITED WARRANTY - FOR ONE YEAR AFTER WE COMPLETE THE INSTALLATION, WE WILL PROVIDE THE FOLLOWING WARRANTY SERVICE: (1) FOR THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU; (2) AFTER THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL PROVIDE A REPLACEMENT FOR ANY DEFECTIVE PART WITHOUT CHARGE, BUT YOU WILL PAY FOR ALL LABOR AT OUR PREVAILING RATES WHICH WILL INCLUDE A MINIMUM VISIT CHARGE. WE MAY USE NEW OR USED PARTS OF EQUAL QUALITY. IF EXTENDED WARRANTY IS INCLUDED, THE POLICIES IN SECTION 6 (ABOVE & BELOW) WILL BE EXTENDED AS LONG AS YOUR ACCOUNT IS IN GOOD STANDING AND EXTENDED WARRANTY PAYMENTS ARE BEING MADE.

b. HOW TO GET SERVICE: CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 8:00 A.M. TO 4:00

Hoffman_____ Subscriber_____

Attachment: Juvenile Hall (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings)

P.M., MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES FOR AN ADDITIONAL CHARGE WHICH INCLUDES A MINIMUM ONE-HOUR VISIT CHARGE.
c. WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES. ANY REQUIRED OR REQUESTED FIRE ALARM TESTS AND/OR INSPECTIONS ARE NOT PART OF WARRANTY SERVICE AND SHALL BE SEPARATELY BILLED TO YOU AT OUR PREVAILING RATES FOR SUCH SERVICES AND YOU AGREE TO PAY FOR THE SAME. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, INTRUSION, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED, BYPASSED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESSED LIMITED WARRANTY. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.
d. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.
8. **CAMERA MAINTENANCE.** Camera Maintenance includes daily health alerts to be sent to Company if one of the cameras loses their picture or if the hard drive on the recorder fails. Subscriber is responsible for maintaining high speed internet connection. Once per month, if remote access is made available by client and conditions permit, Hoffman will remotely attempt to determine camera system is functioning as intended by using any combination of methods such as checking: system is accessible, recorded video, live video, camera views, views obscured, or other processes to attain general system health. Camera maintenance also includes an annual camera cleaning to be scheduled by the client. Finally, it covers all normal wear and tear on the equipment so if any camera or the recorder fails, we will replace it at no cost to subscriber. Any repair work necessary will be done during normal business hours
9. **ALARM SYSTEM MONITORING SERVICE.** If you have subscribed to monitoring service, we shall connect the alarm system(s) to our monitoring facility (the "Center") and monitoring will be provided in accordance with our Agreement. We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. When a burglary, fire, duress, medical or other alarm signal from the System is received in the Center, we will call your premises first, followed by the first person designated on Subscriber's Emergency Notification List, and then try to telephone the proper police or fire department and the other persons designated on Subscriber's Emergency Notification List. HOFFMAN AND THE CENTER DO NOT PROVIDE MEDICAL SERVICES OR MEDICAL ADVICE. When a non-emergency signal is received (e.g. temperature or pump water flow sensors), we will attempt to contact the premises and then the first available person on your Subscriber information form but will not notify emergency authorities. We reserve the right to verify all alarm signals by using the two-way voice or visual devices, if one has been installed, calling the premises or otherwise before notifying the government agencies. We may choose not to notify the government agencies if we have reason to believe that an emergency condition does not exist. We and you are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your system. We may discontinue or change any particular response service due to governmental or insurance requirements by giving you written notice. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. *If Hoffman dispatches a Guard Company, subscriber is responsible to pay a response fee will each time Guard Company is dispatched.* We may charge an additional fee for such service that will be added to the then current monthly fee. *Subscriber is responsible for any city or county alarm permit fees.* You acknowledge and agree that all monitoring firmware and software, computer codes and monitoring information remain our sole and exclusive property. You consent to the tape recording of all telephonic communications with our office or the Center. *If Hoffman is providing Video Verification, standard dispatching procedures shall apply on all accounts with Video.* We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. False alarm charges shall be your responsibility.
10. **TRANSMISSION LINES.** The alarm system may include a communicator that sends signals to the Center over your regular telephone service, or Internet, cellular service or long-range radio. If telephone service is used, you will pay for all telephone charges including any installation fee for a special jack to connect the alarm system to your telephone service. We recommend the use of an RJ31X or equivalent telephone jack to give the alarm system priority over other telephones in your premises, however, when the alarm system is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the System connected to a second telephone line. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and we will not know of the telephone service problem. If an Internet, cellular or radio system is used for transmitting alarm signals from your premises to the Center, you acknowledge that the use of such system may be controlled by the California Public Utilities Commission and Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuing or changing such transmission facilities at our option. Communications systems may be impaired or interrupted by atmospheric conditions, including interruptions caused by an Internet provider, electrical storms, power failures or other outages, conditions and events beyond our control. You may be required to execute an additional agreement for Internet, cellular or radio transmission service. You agree to reimburse us for any costs we may incur to reprogram the communications device of the alarm system because of area code changes or other dialing pattern changes. The use of DSL, VoIP, BPL or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility and/or interfere with the telephone line-seizure feature of the alarm system, after it is installed or anytime in the future. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP, BPL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL, VoIP, BPL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.

12. AFTER WARRANTY REPAIR SERVICE. At the end of our one (1) year limited warranty we will continue to repair the System and provide equipment on a time and material basis. You will pay our standard parts and labor charges for all repair calls and supplies. There will be a one (1) hour minimum visit charge for each repair call. See Section 7(b) of our Limited Warranty on how to get repair service.
(B) For Systems provided to you by Hoffman, except as limited below, we shall provide repair service for the System including all parts and labor. All repairs shall be performed during normal business hours, which are 8:00 am to 4:00 pm, Monday through Friday, except holidays we observe, and will be performed as soon as reasonably possible after receipt of notice from you. Emergency service is available at other times at our prevailing service rates. You agree to pay for all parts and labor necessary to repair the System as a result of damage to the System caused by accident, your misuse or modification of the System, acts of God, or attempted repair service performed by anyone other than Company or our designee and charges for such repairs will be based on our then existing labor and material rates and will include a minimum one (1) hour visit charge and will be due and payable upon completion of the work. **YOU AGREE TO PAY FOR ANY DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES.** If you fail to pay for such charges upon completion of the work, we may terminate this Agreement. For fire alarm or sprinkler supervisory systems we will provide inspection and testing service as set forth on the equipment description. Inspections and tests will be performed only during our normal business hours described above. We have no obligation to repair equipment to which the System is attached (e.g., a sprinkler system or access control system).
13. SUBSCRIBER'S DUTIES. You will instruct all other persons who may use the System on its proper testing and use. You will test the alarm system's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the security alarm system includes space protection (e.g., infrared, photo beams or other such detectors) you will turn off, control, relocate or remove all things such as air conditioning systems, inventory, furniture, heaters, and other such devices that might interfere with such devices when they are turned on. If a problem in the System occurs you will notify us. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. In the case of a

Hoffman_____ Subscriber_____

Attachment: Juvenile Hall (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings)

fire alarm or sprinkler system, you will notify us in writing of any change in your fire rating bureau or agency. You will notify Hoffman in writing of any changes in the information set forth on the Emergency Notification List. You agree that we may disclose the information regarding your system and on the Emergency Notification List to any governmental agency having jurisdiction over the use and operation of the System, without notice to you. You are solely responsible for (i) issuing and controlling access control cards and (ii) providing and maintaining video for CCTV systems and we do not provide film developing or video editing services.

14. SUSPENSION OR CANCELLATION OF THIS AGREEMENT. You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of Hoffman or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the alarm system and our monitoring facilities; (iii) you do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the alarm system communicator from our facility and/or enter your premises to disconnect the alarm system from our monitoring equipment and remove our signs, decals and communications software from your System and premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.

15. TERMINATION, DEFAULT; TITLE TO SYSTEM In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. In addition we may impose a late charge on all payments for services that are more than ten (10) days past due, in the amount equal to ten dollars ($10.00) or the maximum amount permitted by California law whichever is less. In no event shall Hoffman's failure to enforce this provision at any time be deemed to be a waiver by Hoffman to assert its rights created hereunder or to assess the late charge in the future. Unless you purchased the System from us (and the first box under Section 1 is checked), you acknowledge and agree to the following: (A) This Agreement is a service agreement only and THE ENTIRE SYSTEM SHALL AT ALL TIMES REMAIN THE SOLE PROPERTY OF HOFFMAN. (B) You will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by any but our service personnel. (C) In the event of loss or damage to the System or any part thereof, you agree to pay us the System's reasonable replacement value or the cost of repair as the case may be. At the expiration of this Agreement or in the event of your default, you authorize us to enter your premises and to remove all or any portion of the System. (D) We may elect to abandon all or any portion of the System. (E) Removal of the System shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof, including, but not limited to, recovery of our loss of profit for any unexpired term of this Agreement. (F) You will return the System to us in good condition, reasonable wear and tear excepted. (G) You agree that installation of the System does not create a fixture to your premises. In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System.

16. ASSIGNEES AND SUBCONTRACTORS. We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, Hoffman will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring and other services. This Agreement, and particularly sections 16 and 17, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.

17. CHANGES TO THE SYSTEM. If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.

18. HOFFMAN IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY. You understand that (a) we are not an insurer of your property or the personal safety of persons in your premises; (b) you should provide any insurance on your premises and its contents; (c) the amount you pay to us is based only on the value of the System and services we provide and not on the value of your premises or its contents; (d) alarm systems and our monitoring and repair service may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of the your property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (f) a CCTV or access control system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (g) it is difficult to determine in advance how fast the police or fire department or others would respond to an alarm signal; and (h) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System. Therefore you agree that, even if a court decides that Hoffman's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System, installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the lesser of $250.00 or six (6) times the quarterly services fee, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss. YOU MAY OBTAIN A LIMITATION OF LIABILITY. If you wish, you may obtain from us a limitation of liability for an additional periodic charge. If you elect this option, we will attach a rider to this Agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.

19. THIRD PARTY INDEMNIFICATION AND SUBROGATION. If anyone other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Hoffman's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or careless activity of ours in providing the System or services or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and that employee or subcontractor solely causes such harm or damages. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

20. LIMITATION ON LAWSUITS; REFERENCE. Both Hoffman and Subscriber agree that no law suit or any other legal proceeding connected with this Agreement shall be brought or filed more than two (2) years after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Hoffman in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Merced, California, in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. The arbitrator shall allocate all the costs of the arbitration, including fees of the arbitrator and reasonable attorney's fees of the prevailing party against the party who did not prevail. Judgment on the award may be entered in any court having jurisdiction.

21. INCREASE IN SERVICES FEE. Notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installation, we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the monthly services fee by a percentage not to exceed ten percent (10%) of the monthly services fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increase and you agree to pay the same.

Hoffman_____ Subscriber_____

Attachment: Juvenile Hall (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings)

22. INFORMATION AND PRIVACY. You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor, record, store and, if necessary, disclose to third parties video and audio related to monitored activity at your location, as well as conversations with you, emergency services providers, and law enforcement personnel. You consent to such recording, storage, and disclosure on behalf of yourself and any minor children for whom you are the parent or legal guardian. You further agree and represent that you have or will have obtained consent to such recording, storage, and disclosure from any other individuals who live or work at, or otherwise frequent, your premises, including consent on behalf of any minor children for whom such individuals are the parents or legal guardians. Further, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to us (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services, enforce the terms of this agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information, including information contained on your emergency information to law enforcement or fire service personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate customer information and statistics that do not include information that identifies you personally. Except as required to provide the services that you have selected, we will not monitor your location. You further acknowledge and assume risks related to data security breaches and cybercrime, as a result of which information about you and your premises may be compromised, intercepted and/or used by third parties in a way that would compromise the security of your information, your safety and/or privacy, and the privacy and safety of persons and property on your premises.

23. ENTIRE AGREEMENT. The entire and only agreement between you and Hoffman is written in this Agreement. They replace any earlier oral or written understandings or agreements. They may only be changed by a written agreement signed by you and us. THEY MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT. If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. You agree that this Agreement is performed in the state of California and shall be governed by the laws of California.

24. OUR LICENSES. ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.CANCELLATION. [RESIDENTIAL SYSTEMS ONLY] YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

HOFFMAN ELECTRONIC SYSTEMS

By _____
(Sales Agent & Agent Reg #)

_____
Management Approval

Date: _____, 20___

_____
[Print Subscriber's Name]

By _____

Date: _____

Type of Entity:

[ ] Sole Proprietorship [ ] Partnership
[ ] Corporation/LLC [ ] Other _____

THIS AGREEMENT WILL NOT BE BINDING UPON HOFFMAN UNTIL EITHER (i) APPROVED BY ONE OF OUR MANAGERS OR (ii) WE START THE INSTALLATION. IN THE EVENT OF NON-APPROVAL, OUR ONLY LIABILITY SHALL BE TO REFUND TO YOU THE AMOUNT THAT YOU PAID TO US UPON THE SIGNING OF THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT SUBSCRIBER MAY NOT RECEIVE A COPY OF THIS AGREEMENT APPROVED BY HOFFMAN'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT. THE CITY OR COUNTY IN WHICH YOUR BUSINESS IS LOCATED MAY REQUIRE THAT YOU OBTAIN A PERMIT FOR THE USE AND MONITORING OF THE SYSTEM. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS OR LICENSES FOR USE OF THE SYSTEM HAVE BEEN OBTAINED, AND THEREFORE COMPANY MAY NOT BEGIN MONITORING UNTIL SUBSCRIBER HAS OBTAINED AT SUBSCRIBER'S EXPENSES ALL NECESSARY PERMITS OR LICENSES, AND PROVIDED COMPANY WITH THE LICENSE OR PERMIT NUMBER.SUBSCRIBER AGREES DIGITAL SIGNATURES AND ELECTRONIC TRANSMISSION OF DOCUMENTATION IS LEGALLY BINDING AND JUST THE SAME AS ORIGINAL WET PEN-AND-PAPER SIGNATURES.

Hoffman_____ Subscriber_____

Attachment: Juvenile Hall (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings)

Fresno Area:
90 E. Escalon Ave. #120
Fresno, CA 93710
(559) 292-7871
ACO # 4638
Con. Lic. 484100

HOFFMAN ELECTRONIC SYSTEMS

Security for Home & Business
Burglary, Fire, Access, Cameras
Who's Watching Your Home or Business?

Merced Area:
2301 Aviation Dr.
Atwater, CA 95301
(209) 384-3305
(800) 972-0003
(209) 722-1107-Fax
HoffmanElectronics.com

SALE AND/OR INSTALLATION AND SERVICES AGREEMENT - Retail Installment Contract

THIS AGREEMENT is made this 13th day of May 2021 by and between Hoffman Electronic Systems, a California corporation ("Hoffman"), and Subscriber named below.

SUBSCRIBER	DESCRIPTION OF JOB
Mariposa County Library P.O. Box 106, Mariposa, Ca. 95338	Library 4978 10th St., Mariposa, Ca. 95338

1. SALE AND/OR INSTALLATION AND SERVICES. We will (check one box as applicable):

☑ Sell and install, and provide warranty and after-warranty repair service, and provide the other services for, the security systems described below(individually or collectively the "System"); OR

☐ Install, provide repair service, and provide the other services for the System, in which case **THE SYSTEM SHALL REMAIN OUR SOLE PROPERTY AND IS PROVIDED AS PART OF THE SERVICE.** Price and payment terms for monitoring service is included herein, and monitoring service is provided pursuant to the terms and conditions of our Agreement executed by Subscriber.

Signs and decals to remain the property of Hoffman under any circumstances.

System and Services Description

Bring on line existing system for monitoring

Approximate Installation Starting Date: _____ Approximate Installation Completion Date: _____

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. Subscriber will, at Subscriber's sole expense, obtain and keep in effect during the entire term of this Agreement, all permits, licenses, plan checks and similar governmental requirements that may be required for the installation and use of the System.

2. PRICE; PAYMENT; TERM; FINANCIAL DISCLOSURES

SALES/INSTALLATION PRICE
(Sales Tax Included in Installation Price)

MONITORING SERVICE $25.00/MONTH

Includes:

☐ Cell	☐ Total Control App	☐ ZWave Control	☐ Entre
☐ Open/Close Reports	☐ UL Certification	☐ Camera Control	☐ Instant Eye Witness
☐ Camera Maintenance	☐ Videofied Clips	☐ Extended warranty	☐ Fire inspections

DEPOSIT DUE NOW	$	INITIAL TERM OF MONITORING SERVICE PAID: Monthly	3 - YEARS (36 Mo/12 qtr/3 yrs)
BALANCE WHEN THE SYSTEM IS COMPLETED	$-0-	TOTAL MONITORING SUM FOR INITIAL TERM	$25.00 PER PERIOD $900.00

There is no financing charge or cost of credit associated with this Agreement (0% APR). The total sum set forth above as total monitoring sum for initial term is the total cash price and total cost of credit for monitoring service. WE MAY ELECT NOT TO START TO MONITOR THE SYSTEM OR PROVIDE OTHER SERVICES UNTIL THE SALES/INSTALLATION PRICE IS PAID IN FULL. You agree and understand that if you authorize any payments pursuant to any electronic means provided in the "Easy Payment Enrollment" form, and if such authorization is discontinued or terminated by you or any payment is dishonored by the financial institution or is not paid otherwise paid for any reason, your payment obligations under this Agreement remain in full force and effect and you agree to pay the same to Hoffman. If you fail to make any such payments, we may terminate providing any further services and all collection rights and remedies of Hoffman are expressly reserved.

Hoffman_____ Subscriber_____

Attachment: Library (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings)

For services, the initial term of this agreement is three (3) years commencing on the day service begins, and will automatically continue for successive one (1) Month terms unless canceled by either of us in writing at least thirty (30) days before the end of the original term or renewal term.

3. MONITORING SERVICE FEES ARE BILLED IN ADVANCE AND IS DUE UPON YOUR RECEIPT OF OUR INVOICE. YOU WILL PAY THE PRORATED SERVICES FEE FOR THE MONTH IN WHICH SERVICES BEGIN. THE FIRST PAYMENT FOR SERVICES IS DUE WHEN WE SUBSTANTIALLY COMPLETE THE INSTALLATION OF THE SYSTEM. Monitoring service will not begin until you have executed and delivered our Agreement. We may elect not to start to monitor the alarm system, activate other systems, or provide other services until the installation price is paid in full. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled, including the value of the work performed and loss of profits. In addition we may impose a late charge on all payments for the installation of the System that more than ten (10) days past due in the maximum amount permitted by California law. You understand that the monitoring service fee does not include and text messaging or other cell phone usage charges by your wireless carrier that you may incur as a result of our notification and monitoring services. You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the services fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, we may periodically increase the services fee as set forth in Section 19.

4. **RECEIPT OF COPY.** YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT.**ALL OF THE TERMS ON THE AGREEMENT AND ON ALL ATTACHMENTS ARE PART OF THIS AGREEMENT. READ THEM BEFORE YOU SIGN BELOW.**

5. **DISCLAIMER OF LIABILITY.** WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY BURGLARY, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BY-PASSED OR THAT IT WILL ALWAYS OPERATE. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, NOR HAVE YOU RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. SECTIONS 16 AND 17 ON THE AGREEMENT LIMIT OUR LIABILITY TO $1,000.00 OR SIX (6) TIMES THE MONTHLY SERVICES FEE IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SECURITY CONSULTANT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL SERVICES FEE TO US.

6. **INSTALLATION OF THE SYSTEM.** You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations of where the control panel, audible devices, cameras, monitors, and all devices will be installed. If the alarm system includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than five (5) minutes. You will provide 24 hour - 110-volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors, broken windows, sprinkler shut-off valves, etc.) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV system, and otherwise provide the proper environment for the Systems as we may reasonably request. If telephone utility services or cables are necessary for the installation and operation of the System, you will provide them at your expense. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you. If the System is being installed as part of new construction or a remodeling of an existing structure and we pre-wire any portion of the System, and such wiring and/or related System components (e.g. door switches) are damaged by you or others working on the premises, you agree to pay our standard labor and material charges to repair such damage. ***IF ADDITIONAL TRIPS ARE REQUIRED TO COMPLETE THE JOB DUE TO CUSTOMER OR CONTRACTOR NOT PROVIDING REQUIRED EQUIPMENT OR CONNECTIONS BY SCHEDULED INSTALLATION DATE, (I.E. DOORS, WINDOWS, TELEPHONE, POWER... ETC.), THOSE TRIPS WILL BE BILLED AT STANDARD LABOR RATES. MOTION DETECTORS AND GLASS BREAK DETECTORS ARE FOR SPOT PROTECTION ONLY. SUBSCRIBER DESIRES NO ADDITIONAL PROTECTION AT THIS TIME. SUBSCRIBER UNDERSTANDS THAT SUCH ADDITIONAL PROTECTION MAY BE AVAILABLE AND CAN BE PROVIDED BY HOFFMAN FOR A FEE. HOFFMAN DOES NOT WARRANTY ANY EQUIPMENT INSTALLED BY ANY OTHER COMPANY. HOFFMAN TO PROVIDE ONE HOUR FREE LABOR TO BRING SYSTEM ONLINE. ANY OTHER WORK REQUIRED TO MAKE SYSTEM OPERATIONAL WILL BE CHARGED ON A TIME PLUS MATERIALS BASIS. IF ANY WIRES HAVE BEEN CUT SINCE THE PRE-WIRE AND IT IS NECESSARY TO ADD ADDITIONAL EQUIPMENT TO COMPLETE SYSTEM, IT IS THE SUBSCRIBER'S RESPONSIBILITY TO PAY FOR THIS EQUIPMENT ON A TIME PLUS MATERIALS BASIS. USE OF WIRELESS EQUIPMENT IS AFFECTED BY UNSEEN VARIABLES. ADDITIONAL EQUIPMENT AND LABOR MAY BE REQUIRED IF CONDITIONS DICTATE. THESE COSTS ARE BILLED TO THE CUSTOMER. IF HOFFMAN IS INSTALLING A SYSTEM IN A PRE-WIRED HOUSE, HOFFMAN MAKES NO WARRANTY ON CONDITION OF EXISTING WIRE AND ADDITIONAL COSTS MAY ARISE IF WIRE IS UNUSABLE OR LOST. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS ARE FOR AREA PROTECTION ONLY. ALL COSTS ATTRIBUTABLE TO MAKING THE FIRE ALARM SYSTEM OPERABLE FOR THE RESIDENCE IDENTIFIED BY THIS DOCUMENT, INCLUDING SALE AND INSTALLATION COSTS, DO NOT EXCEED FIVE HUNDRED DOLLARS ($500).***

FIRE PERMIT FEES ARE NOT INCLUDED AS THEY VARY BY JURISDICTION AND ARE THE SUBSCRIBER'S RESPONSIBILITY. ANY ADDITIONAL EQUIPMENT THAT MAY BE REQUIRED BY THE AUTHORITY HAVING JURISDICTION IS THE RESPONSIBILITY OF THE CUSTOMER AND MAY RESULT IN ADDITIONAL CHARGES. FIRE SYSTEMS REQUIRE DEDICATED POWER PROVIDED BY THE SUBSCRIBER.

IF SUBSCRIBER WISHES TO PROGRAM VIDEO RECORDER TO RECORD ON DETECTION OF MOTION ONLY, SUBSCRIBER UNDERSTANDS THAT UNDER SOME CIRCUMSTANCES MOVEMENT IN THE CAMERA IMAGE MAY NOT TRIGGER RECORDING CAUSING ALL OR PART OF AN EVENT TO NOT BE RECORDED. SUBSCRIBER SHALL PROVIDE INTERNET CONNECTION FOR ANY SERVICES AS REQUIRED FOR FUNCTION OF REMOTE MONITORING. HOFFMAN IS NOT RESPONSIBLE FOR FAILURES OF THAT INTERNET SERVICE OR LOST VIDEO DUE TO INTERNET RELATED ISSUES. NOTIFICATION ON VIDEO LOSS SIGNALS MAY BE INTERRUPTED DUE TO BROADBAND ISSUES BEYOND OUR CONTROL. SUBSCRIBER GIVES HOFFMAN THE RIGHT TO LOG INTO CAMERA SYSTEM FOR MONITORING AND TROUBLESHOOTING AS NECESSARY.

7. LIMITED/EXTENDED WARRANTY. For purchased Systems only, the following limited repair/replacement warranty applies:

a. WHAT IS COVERED: LIMITED WARRANTY - FOR ONE YEAR AFTER WE COMPLETE THE INSTALLATION, WE WILL PROVIDE THE FOLLOWING WARRANTY SERVICE: (1) FOR THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU; (2) AFTER THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL PROVIDE A REPLACEMENT FOR ANY DEFECTIVE PART WITHOUT CHARGE, BUT YOU WILL PAY FOR ALL LABOR AT OUR PREVAILING RATES WHICH WILL INCLUDE A MINIMUM VISIT CHARGE. WE MAY USE NEW OR USED PARTS OF EQUAL QUALITY. IF EXTENDED WARRANTY IS INCLUDED, THE POLICIES IN SECTION 6 (ABOVE & BELOW) WILL BE EXTENDED AS LONG AS YOUR ACCOUNT IS IN GOOD STANDING AND EXTENDED WARRANTY PAYMENTS ARE BEING MADE.

b. HOW TO GET SERVICE: CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 8:00 A.M. TO 4:00

Hoffman_____ Subscriber_____

Attachment: Library (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings)

P.M., MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES FOR AN ADDITIONAL CHARGE WHICH INCLUDES A MINIMUM ONE-HOUR VISIT CHARGE.
c. WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES. ANY REQUIRED OR REQUESTED FIRE ALARM TESTS AND/OR INSPECTIONS ARE NOT PART OF WARRANTY SERVICE AND SHALL BE SEPARATELY BILLED TO YOU AT OUR PREVAILING RATES FOR SUCH SERVICES AND YOU AGREE TO PAY FOR THE SAME. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, INTRUSION, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED, BYPASSED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESSED LIMITED WARRANTY. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.
d. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.
8. **CAMERA MAINTENANCE.** Camera Maintenance includes daily health alerts to be sent to Company if one of the cameras loses their picture or if the hard drive on the recorder fails. Subscriber is responsible for maintaining high speed internet connection. Once per month, if remote access is made available by client and conditions permit, Hoffman will remotely attempt to determine camera system is functioning as intended by using any combination of methods such as checking: system is accessible, recorded video, live video, camera views, views obscured, or other processes to attain general system health. Camera maintenance also includes an annual camera cleaning to be scheduled by the client. Finally, it covers all normal wear and tear on the equipment so if any camera or the recorder fails, we will replace it at no cost to subscriber. Any repair work necessary will be done during normal business hours
9. **ALARM SYSTEM MONITORING SERVICE.** If you have subscribed to monitoring service, we shall connect the alarm system(s) to our monitoring facility (the "Center") and monitoring will be provided in accordance with our Agreement. We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. When a burglary, fire, duress, medical or other alarm signal from the System is received in the Center, we will call your premises first, followed by the first person designated on Subscriber's Emergency Notification List, and then try to telephone the proper police or fire department and the other persons designated on Subscriber's Emergency Notification List. HOFFMAN AND THE CENTER DO NOT PROVIDE MEDICAL SERVICES OR MEDICAL ADVICE. When a non-emergency signal is received (e.g. temperature or pump water flow sensors), we will attempt to contact the premises and then the first available person on your Subscriber information form but will not notify emergency authorities. We reserve the right to verify all alarm signals by using the two-way voice or visual devices, if one has been installed, calling the premises or otherwise before notifying the government agencies. We may choose not to notify the government agencies if we have reason to believe that an emergency condition does not exist. We and you are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your system. We may discontinue or change any particular response service due to governmental or insurance requirements by giving you written notice. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. *If Hoffman dispatches a Guard Company, subscriber is responsible to pay a response fee will each time Guard Company is dispatched.* We may charge an additional fee for such service that will be added to the then current monthly fee. *Subscriber is responsible for any city or county alarm permit fees.* You acknowledge and agree that all monitoring firmware and software, computer codes and monitoring information remain our sole and exclusive property. You consent to the tape recording of all telephonic communications with our office or the Center. *If Hoffman is providing Video Verification, standard dispatching procedures shall apply on all accounts with Video.* We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. False alarm charges shall be your responsibility.
10. **TRANSMISSION LINES.** The alarm system may include a communicator that sends signals to the Center over your regular telephone service, or Internet, cellular service or long-range radio. If telephone service is used, you will pay for all telephone charges including any installation fee for a special jack to connect the alarm system to your telephone service. We recommend the use of an RJ31X or equivalent telephone jack to give the alarm system priority over other telephones in your premises, however, when the alarm system is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the System connected to a second telephone line. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and we will not know of the telephone service problem. If an Internet, cellular or radio system is used for transmitting alarm signals from your premises to the Center, you acknowledge that the use of such system may be controlled by the California Public Utilities Commission and Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuing or changing such transmission facilities at our option. Communications systems may be impaired or interrupted by atmospheric conditions, including interruptions caused by an Internet provider, electrical storms, power failures or other outages, conditions and events beyond our control. You may be required to execute an additional agreement for Internet, cellular or radio transmission service. You agree to reimburse us for any costs we may incur to reprogram the communications device of the alarm system because of area code changes or other dialing pattern changes. The use of DSL, VoIP, BPL or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility and/or interfere with the telephone line-seizure feature of the alarm system, after it is installed or anytime in the future. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP, BPL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL, VoIP, BPL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.

12. AFTER WARRANTY REPAIR SERVICE. At the end of our one (1) year limited warranty we will continue to repair the System and provide equipment on a time and material basis. You will pay our standard parts and labor charges for all repair calls and supplies. There will be a one (1) hour minimum visit charge for each repair call. See Section 7(b) of our Limited Warranty on how to get repair service.
(B) For Systems provided to you by Hoffman, except as limited below, we shall provide repair service for the System including all parts and labor. All repairs shall be performed during normal business hours, which are 8:00 am to 4:00 pm, Monday through Friday, except holidays we observe, and will be performed as soon as reasonably possible after receipt of notice from you. Emergency service is available at other times at our prevailing service rates. You agree to pay for all parts and labor necessary to repair the System as a result of damage to the System caused by accident, your misuse or modification of the System, acts of God, or attempted repair service performed by anyone other than Company or our designee and charges for such repairs will be based on our then existing labor and material rates and will include a minimum one (1) hour visit charge and will be due and payable upon completion of the work. **YOU AGREE TO PAY FOR ANY DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES.** If you fail to pay for such charges upon completion of the work, we may terminate this Agreement. For fire alarm or sprinkler supervisory systems we will provide inspection and testing service as set forth on the equipment description. Inspections and tests will be performed only during our normal business hours described above. We have no obligation to repair equipment to which the System is attached (e.g., a sprinkler system or access control system).
13. SUBSCRIBER'S DUTIES. You will instruct all other persons who may use the System on its proper testing and use. You will test the alarm system's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the security alarm system includes space protection (e.g., infrared, photo beams or other such detectors) you will turn off, control, relocate or remove all things such as air conditioning systems, inventory, furniture, heaters, and other such devices that might interfere with such devices when they are turned on. If a problem in the System occurs you will notify us. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. In the case of a

Hoffman_____ Subscriber_____

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fire alarm or sprinkler system, you will notify us in writing of any change in your fire rating bureau or agency. You will notify Hoffman in writing of any changes in the information set forth on the Emergency Notification List. You agree that we may disclose the information regarding your system and on the Emergency Notification List to any governmental agency having jurisdiction over the use and operation of the System, without notice to you. You are solely responsible for (i) issuing and controlling access control cards and (ii) providing and maintaining video for CCTV systems and we do not provide film developing or video editing services.

14. SUSPENSION OR CANCELLATION OF THIS AGREEMENT. You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of Hoffman or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the alarm system and our monitoring facilities; (iii) you do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the alarm system communicator from our facility and/or enter your premises to disconnect the alarm system from our monitoring equipment and remove our signs, decals and communications software from your System and premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.

15. TERMINATION, DEFAULT; TITLE TO SYSTEM In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. In addition we may impose a late charge on all payments for services that are more than ten (10) days past due, in the amount equal to ten dollars ($10.00) or the maximum amount permitted by California law whichever is less. In no event shall Hoffman's failure to enforce this provision at any time be deemed to be a waiver by Hoffman to assert its rights created hereunder or to assess the late charge in the future. Unless you purchased the System from us (and the first box under Section 1 is checked), you acknowledge and agree to the following: (A) This Agreement is a service agreement only and THE ENTIRE SYSTEM SHALL AT ALL TIMES REMAIN THE SOLE PROPERTY OF HOFFMAN. (B) You will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by any but our service personnel. (C) In the event of loss or damage to the System or any part thereof, you agree to pay us the System's reasonable replacement value or the cost of repair as the case may be. At the expiration of this Agreement or in the event of your default, you authorize us to enter your premises and to remove all or any portion of the System. (D) We may elect to abandon all or any portion of the System. (E) Removal of the System shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof, including, but not limited to, recovery of our loss of profit for any unexpired term of this Agreement. (F) You will return the System to us in good condition, reasonable wear and tear excepted. (G) You agree that installation of the System does not create a fixture to your premises. In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System.

16. ASSIGNEES AND SUBCONTRACTORS. We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, Hoffman will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring and other services. This Agreement, and particularly sections 16 and 17, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.

17. CHANGES TO THE SYSTEM. If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.

18. HOFFMAN IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY. You understand that (a) we are not an insurer of your property or the personal safety of persons in your premises; (b) you should provide any insurance on your premises and its contents; (c) the amount you pay to us is based only on the value of the System and services we provide and not on the value of your premises or its contents; (d) alarm systems and our monitoring and repair service may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of the your property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (f) a CCTV or access control system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (g) it is difficult to determine in advance how fast the police or fire department or others would respond to an alarm signal; and (h) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System. Therefore you agree that, even if a court decides that Hoffman's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System, installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the lesser of $250.00 or six (6) times the quarterly services fee, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss. YOU MAY OBTAIN A LIMITATION OF LIABILITY. If you wish, you may obtain from us a limitation of liability for an additional periodic charge. If you elect this option, we will attach a rider to this Agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.

19. THIRD PARTY INDEMNIFICATION AND SUBROGATION. If anyone other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Hoffman's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or careless activity of ours in providing the System or services or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and that employee or subcontractor solely causes such harm or damages. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

20. LIMITATION ON LAWSUITS; REFERENCE. Both Hoffman and Subscriber agree that no law suit or any other legal proceeding connected with this Agreement shall be brought or filed more than two (2) years after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Hoffman in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Merced, California, in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. The arbitrator shall allocate all the costs of the arbitration, including fees of the arbitrator and reasonable attorney's fees of the prevailing party against the party who did not prevail. Judgment on the award may be entered in any court having jurisdiction.

21. INCREASE IN SERVICES FEE. Notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installation, we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the monthly services fee by a percentage not to exceed ten percent (10%) of the monthly services fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increase and you agree to pay the same.

Hoffman_____ Subscriber_____

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22. INFORMATION AND PRIVACY. You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor, record, store and, if necessary, disclose to third parties video and audio related to monitored activity at your location, as well as conversations with you, emergency services providers, and law enforcement personnel. You consent to such recording, storage, and disclosure on behalf of yourself and any minor children for whom you are the parent or legal guardian. You further agree and represent that you have or will have obtained consent to such recording, storage, and disclosure from any other individuals who live or work at, or otherwise frequent, your premises, including consent on behalf of any minor children for whom such individuals are the parents or legal guardians. Further, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to us (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services, enforce the terms of this agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information, including information contained on your emergency information to law enforcement or fire service personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate customer information and statistics that do not include information that identifies you personally. Except as required to provide the services that you have selected, we will not monitor your location. You further acknowledge and assume risks related to data security breaches and cybercrime, as a result of which information about you and your premises may be compromised, intercepted and/or used by third parties in a way that would compromise the security of your information, your safety and/or privacy, and the privacy and safety of persons and property on your premises.

23. ENTIRE AGREEMENT. The entire and only agreement between you and Hoffman is written in this Agreement. They replace any earlier oral or written understandings or agreements. They may only be changed by a written agreement signed by you and us. THEY MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT. If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. You agree that this Agreement is performed in the state of California and shall be governed by the laws of California.

24. OUR LICENSES. ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.CANCELLATION. [RESIDENTIAL SYSTEMS ONLY] YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

HOFFMAN ELECTRONIC SYSTEMS

By _____
(Sales Agent & Agent Reg #)

_____
Management Approval

Date: _____, 20___

_____
[Print Subscriber's Name]

By _____

Date: _____

Type of Entity:

[ ] Sole Proprietorship [ ] Partnership

[ ] Corporation/LLC [ ] Other _____

THIS AGREEMENT WILL NOT BE BINDING UPON HOFFMAN UNTIL EITHER (i) APPROVED BY ONE OF OUR MANAGERS OR (ii) WE START THE INSTALLATION. IN THE EVENT OF NON-APPROVAL, OUR ONLY LIABILITY SHALL BE TO REFUND TO YOU THE AMOUNT THAT YOU PAID TO US UPON THE SIGNING OF THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT SUBSCRIBER MAY NOT RECEIVE A COPY OF THIS AGREEMENT APPROVED BY HOFFMAN'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT. THE CITY OR COUNTY IN WHICH YOUR BUSINESS IS LOCATED MAY REQUIRE THAT YOU OBTAIN A PERMIT FOR THE USE AND MONITORING OF THE SYSTEM. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS OR LICENSES FOR USE OF THE SYSTEM HAVE BEEN OBTAINED, AND THEREFORE COMPANY MAY NOT BEGIN MONITORING UNTIL SUBSCRIBER HAS OBTAINED AT SUBSCRIBER'S EXPENSES ALL NECESSARY PERMITS OR LICENSES, AND PROVIDED COMPANY WITH THE LICENSE OR PERMIT NUMBER.SUBSCRIBER AGREES DIGITAL SIGNATURES AND ELECTRONIC TRANSMISSION OF DOCUMENTATION IS LEGALLY BINDING AND JUST THE SAME AS ORIGINAL WET PEN-AND-PAPER SIGNATURES.

Attachment: Library (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings)

Fresno Area:
90 E. Escalon Ave. #120
Fresno, CA 93710
(559) 292-7871
ACO # 4638
Con. Lic. 484100

HOFFMAN
ELECTRONIC SYSTEMS
Security for Home & Business
Burglary, Fire, Access, Cameras
Who's Watching Your Home or Business?

Merced Area:
2301 Aviation Dr.
Atwater, CA 95301
(209) 384-3305
(800) 972-0003
(209) 722-1107-Fax
HoffmanElectronics.com

SALE AND/OR INSTALLATION AND SERVICES AGREEMENT - Retail Installment Contract

THIS AGREEMENT is made this 13th day of May 2021 by and between Hoffman Electronic Systems, a California corporation ("Hoffman"), and Subscriber named below.

SUBSCRIBER	DESCRIPTION OF JOB
Mariposa Co. Fire Dept. P.O. Box 162, Mariposa, Ca. 95338	Museum 5119 Jessie St., Mariposa, Ca. 95338

1. SALE AND/OR INSTALLATION AND SERVICES. We will (check one box as applicable):

☑ Sell and install, and provide warranty and after-warranty repair service, and provide the other services for, the security systems described below(individually or collectively the "System"); OR

☐ Install, provide repair service, and provide the other services for the System, in which case **THE SYSTEM SHALL REMAIN OUR SOLE PROPERTY AND IS PROVIDED AS PART OF THE SERVICE.** Price and payment terms for monitoring service is included herein, and monitoring service is provided pursuant to the terms and conditions of our Agreement executed by Subscriber.

Signs and decals to remain the property of Hoffman under any circumstances.

System and Services Description

Bring on line existing system for monitoring

Approximate Installation Starting Date: _____ Approximate Installation Completion Date: _____

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. Subscriber will, at Subscriber's sole expense, obtain and keep in effect during the entire term of this Agreement, all permits, licenses, plan checks and similar governmental requirements that may be required for the installation and use of the System.

2. PRICE; PAYMENT; TERM; FINANCIAL DISCLOSURES

SALES/INSTALLATION PRICE
(Sales Tax Included in Installation Price)

MONITORING SERVICE $25.00/MONTH

Includes:

☐ Cell	☐ Total Control App	☐ ZWave Control	☐ Entre
☐ Open/Close Reports	☐ UL Certification	☐ Camera Control	☐ Instant Eye Witness
☐ Camera Maintenance	☐ Videofied Clips	☐ Extended warranty	☐ Fire inspections

DEPOSIT DUE NOW	$	INITIAL TERM OF MONITORING SERVICE	
BALANCE WHEN THE SYSTEM IS COMPLETED	$-0-	PAID: Monthly	3 - YEARS (36 Mo/12 qtr/3 yrs)
		TOTAL MONITORING SUM FOR INITIAL TERM	$25.00 PER PERIOD $900.00

There is no financing charge or cost of credit associated with this Agreement (0% APR). The total sum set forth above as total monitoring sum for initial term is the total cash price and total cost of credit for monitoring service. WE MAY ELECT NOT TO START TO MONITOR THE SYSTEM OR PROVIDE OTHER SERVICES UNTIL THE SALES/INSTALLATION PRICE IS PAID IN FULL. You agree and understand that if you authorize any payments pursuant to any electronic means provided in the "Easy Payment Enrollment" form, and if such authorization is discontinued or terminated by you or any payment is dishonored by the financial institution or is not paid otherwise paid for any reason, your payment obligations under this Agreement remain in full force and effect and you agree to pay the same to Hoffman. If you fail to make any such payments, we may terminate providing any further services and all collection rights and remedies of Hoffman are expressly reserved.

Hoffman_____ Subscriber_____

Attachment: Museum (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings)

For services, the initial term of this agreement is three (3) years commencing on the day service begins, and will automatically continue for successive one (1) Month terms unless canceled by either of us in writing at least thirty (30) days before the end of the original term or renewal term.

3. MONITORING SERVICE FEES ARE BILLED IN ADVANCE AND IS DUE UPON YOUR RECEIPT OF OUR INVOICE. YOU WILL PAY THE PRORATED SERVICES FEE FOR THE MONTH IN WHICH SERVICES BEGIN. THE FIRST PAYMENT FOR SERVICES IS DUE WHEN WE SUBSTANTIALLY COMPLETE THE INSTALLATION OF THE SYSTEM. Monitoring service will not begin until you have executed and delivered our Agreement. We may elect not to start to monitor the alarm system, activate other systems, or provide other services until the installation price is paid in full. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled, including the value of the work performed and loss of profits. In addition we may impose a late charge on all payments for the installation of the System that more than ten (10) days past due in the maximum amount permitted by California law. You understand that the monitoring service fee does not include and text messaging or other cell phone usage charges by your wireless carrier that you may incur as a result of our notification and monitoring services. You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the services fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, we may periodically increase the services fee as set forth in Section 19.

4. **RECEIPT OF COPY.** YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT.**ALL OF THE TERMS ON THE AGREEMENT AND ON ALL ATTACHMENTS ARE PART OF THIS AGREEMENT. READ THEM BEFORE YOU SIGN BELOW.**

5. **DISCLAIMER OF LIABILITY.** WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY BURGLARY, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BY-PASSED OR THAT IT WILL ALWAYS OPERATE. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, NOR HAVE YOU RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. SECTIONS 16 AND 17 ON THE AGREEMENT LIMIT OUR LIABILITY TO $1,000.00 OR SIX (6) TIMES THE MONTHLY SERVICES FEE IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SECURITY CONSULTANT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL SERVICES FEE TO US.

6. **INSTALLATION OF THE SYSTEM.** You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations of where the control panel, audible devices, cameras, monitors, and all devices will be installed. If the alarm system includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than five (5) minutes. You will provide 24 hour - 110-volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors, broken windows, sprinkler shut-off valves, etc.) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV system, and otherwise provide the proper environment for the Systems as we may reasonably request. If telephone utility services or cables are necessary for the installation and operation of the System, you will provide them at your expense. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you. If the System is being installed as part of new construction or a remodeling of an existing structure and we pre-wire any portion of the System, and such wiring and/or related System components (e.g. door switches) are damaged by you or others working on the premises, you agree to pay our standard labor and material charges to repair such damage. ***IF ADDITIONAL TRIPS ARE REQUIRED TO COMPLETE THE JOB DUE TO CUSTOMER OR CONTRACTOR NOT PROVIDING REQUIRED EQUIPMENT OR CONNECTIONS BY SCHEDULED INSTALLATION DATE, (I.E. DOORS, WINDOWS, TELEPHONE, POWER... ETC.), THOSE TRIPS WILL BE BILLED AT STANDARD LABOR RATES. MOTION DETECTORS AND GLASS BREAK DETECTORS ARE FOR SPOT PROTECTION ONLY. SUBSCRIBER DESIRES NO ADDITIONAL PROTECTION AT THIS TIME. SUBSCRIBER UNDERSTANDS THAT SUCH ADDITIONAL PROTECTION MAY BE AVAILABLE AND CAN BE PROVIDED BY HOFFMAN FOR A FEE. HOFFMAN DOES NOT WARRANTY ANY EQUIPMENT INSTALLED BY ANY OTHER COMPANY. HOFFMAN TO PROVIDE ONE HOUR FREE LABOR TO BRING SYSTEM ONLINE. ANY OTHER WORK REQUIRED TO MAKE SYSTEM OPERATIONAL WILL BE CHARGED ON A TIME PLUS MATERIALS BASIS. IF ANY WIRES HAVE BEEN CUT SINCE THE PRE-WIRE AND IT IS NECESSARY TO ADD ADDITIONAL EQUIPMENT TO COMPLETE SYSTEM, IT IS THE SUBSCRIBER'S RESPONSIBILITY TO PAY FOR THIS EQUIPMENT ON A TIME PLUS MATERIALS BASIS. USE OF WIRELESS EQUIPMENT IS AFFECTED BY UNSEEN VARIABLES. ADDITIONAL EQUIPMENT AND LABOR MAY BE REQUIRED IF CONDITIONS DICTATE. THESE COSTS ARE BILLED TO THE CUSTOMER. IF HOFFMAN IS INSTALLING A SYSTEM IN A PRE-WIRED HOUSE, HOFFMAN MAKES NO WARRANTY ON CONDITION OF EXISTING WIRE AND ADDITIONAL COSTS MAY ARISE IF WIRE IS UNUSABLE OR LOST. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS ARE FOR AREA PROTECTION ONLY. ALL COSTS ATTRIBUTABLE TO MAKING THE FIRE ALARM SYSTEM OPERABLE FOR THE RESIDENCE IDENTIFIED BY THIS DOCUMENT, INCLUDING SALE AND INSTALLATION COSTS, DO NOT EXCEED FIVE HUNDRED DOLLARS ($500).***

FIRE PERMIT FEES ARE NOT INCLUDED AS THEY VARY BY JURISDICTION AND ARE THE SUBSCRIBER'S RESPONSIBILITY. ANY ADDITIONAL EQUIPMENT THAT MAY BE REQUIRED BY THE AUTHORITY HAVING JURISDICTION IS THE RESPONSIBILITY OF THE CUSTOMER AND MAY RESULT IN ADDITIONAL CHARGES. FIRE SYSTEMS REQUIRE DEDICATED POWER PROVIDED BY THE SUBSCRIBER.

IF SUBSCRIBER WISHES TO PROGRAM VIDEO RECORDER TO RECORD ON DETECTION OF MOTION ONLY, SUBSCRIBER UNDERSTANDS THAT UNDER SOME CIRCUMSTANCES MOVEMENT IN THE CAMERA IMAGE MAY NOT TRIGGER RECORDING CAUSING ALL OR PART OF AN EVENT TO NOT BE RECORDED. SUBSCRIBER SHALL PROVIDE INTERNET CONNECTION FOR ANY SERVICES AS REQUIRED FOR FUNCTION OF REMOTE MONITORING. HOFFMAN IS NOT RESPONSIBLE FOR FAILURES OF THAT INTERNET SERVICE OR LOST VIDEO DUE TO INTERNET RELATED ISSUES. NOTIFICATION ON VIDEO LOSS SIGNALS MAY BE INTERRUPTED DUE TO BROADBAND ISSUES BEYOND OUR CONTROL. SUBSCRIBER GIVES HOFFMAN THE RIGHT TO LOG INTO CAMERA SYSTEM FOR MONITORING AND TROUBLESHOOTING AS NECESSARY.

7. LIMITED/EXTENDED WARRANTY. For purchased Systems only, the following limited repair/replacement warranty applies:

a. WHAT IS COVERED: LIMITED WARRANTY - FOR ONE YEAR AFTER WE COMPLETE THE INSTALLATION, WE WILL PROVIDE THE FOLLOWING WARRANTY SERVICE: (1) FOR THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU; (2) AFTER THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL PROVIDE A REPLACEMENT FOR ANY DEFECTIVE PART WITHOUT CHARGE, BUT YOU WILL PAY FOR ALL LABOR AT OUR PREVAILING RATES WHICH WILL INCLUDE A MINIMUM VISIT CHARGE. WE MAY USE NEW OR USED PARTS OF EQUAL QUALITY. IF EXTENDED WARRANTY IS INCLUDED, THE POLICIES IN SECTION 6 (ABOVE & BELOW) WILL BE EXTENDED AS LONG AS YOUR ACCOUNT IS IN GOOD STANDING AND EXTENDED WARRANTY PAYMENTS ARE BEING MADE.

b. HOW TO GET SERVICE: CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 8:00 A.M. TO 4:00

Hoffman_____ Subscriber_____

Attachment: Museum (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings)

P.M., MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES FOR AN ADDITIONAL CHARGE WHICH INCLUDES A MINIMUM ONE-HOUR VISIT CHARGE.
c. WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES. ANY REQUIRED OR REQUESTED FIRE ALARM TESTS AND/OR INSPECTIONS ARE NOT PART OF WARRANTY SERVICE AND SHALL BE SEPARATELY BILLED TO YOU AT OUR PREVAILING RATES FOR SUCH SERVICES AND YOU AGREE TO PAY FOR THE SAME. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, INTRUSION, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED, BYPASSED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESSED LIMITED WARRANTY. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.
d. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.
8. **CAMERA MAINTENANCE.** Camera Maintenance includes daily health alerts to be sent to Company if one of the cameras loses their picture or if the hard drive on the recorder fails. Subscriber is responsible for maintaining high speed internet connection. Once per month, if remote access is made available by client and conditions permit, Hoffman will remotely attempt to determine camera system is functioning as intended by using any combination of methods such as checking: system is accessible, recorded video, live video, camera views, views obscured, or other processes to attain general system health. Camera maintenance also includes an annual camera cleaning to be scheduled by the client. Finally, it covers all normal wear and tear on the equipment so if any camera or the recorder fails, we will replace it at no cost to subscriber. Any repair work necessary will be done during normal business hours
9. **ALARM SYSTEM MONITORING SERVICE.** If you have subscribed to monitoring service, we shall connect the alarm system(s) to our monitoring facility (the "Center") and monitoring will be provided in accordance with our Agreement. We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. When a burglary, fire, duress, medical or other alarm signal from the System is received in the Center, we will call your premises first, followed by the first person designated on Subscriber's Emergency Notification List, and then try to telephone the proper police or fire department and the other persons designated on Subscriber's Emergency Notification List. HOFFMAN AND THE CENTER DO NOT PROVIDE MEDICAL SERVICES OR MEDICAL ADVICE. When a non-emergency signal is received (e.g. temperature or pump water flow sensors), we will attempt to contact the premises and then the first available person on your Subscriber information form but will not notify emergency authorities. We reserve the right to verify all alarm signals by using the two-way voice or visual devices, if one has been installed, calling the premises or otherwise before notifying the government agencies. We may choose not to notify the government agencies if we have reason to believe that an emergency condition does not exist. We and you are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your system. We may discontinue or change any particular response service due to governmental or insurance requirements by giving you written notice. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. *If Hoffman dispatches a Guard Company, subscriber is responsible to pay a response fee will each time Guard Company is dispatched.* We may charge an additional fee for such service that will be added to the then current monthly fee. *Subscriber is responsible for any city or county alarm permit fees.* You acknowledge and agree that all monitoring firmware and software, computer codes and monitoring information remain our sole and exclusive property. You consent to the tape recording of all telephonic communications with our office or the Center. *If Hoffman is providing Video Verification, standard dispatching procedures shall apply on all accounts with Video.* We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. False alarm charges shall be your responsibility.
10. **TRANSMISSION LINES.** The alarm system may include a communicator that sends signals to the Center over your regular telephone service, or Internet, cellular service or long-range radio. If telephone service is used, you will pay for all telephone charges including any installation fee for a special jack to connect the alarm system to your telephone service. We recommend the use of an RJ31X or equivalent telephone jack to give the alarm system priority over other telephones in your premises, however, when the alarm system is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the System connected to a second telephone line. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and we will not know of the telephone service problem. If an Internet, cellular or radio system is used for transmitting alarm signals from your premises to the Center, you acknowledge that the use of such system may be controlled by the California Public Utilities Commission and Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuing or changing such transmission facilities at our option. Communications systems may be impaired or interrupted by atmospheric conditions, including interruptions caused by an Internet provider, electrical storms, power failures or other outages, conditions and events beyond our control. You may be required to execute an additional agreement for Internet, cellular or radio transmission service. You agree to reimburse us for any costs we may incur to reprogram the communications device of the alarm system because of area code changes or other dialing pattern changes. The use of DSL, VoIP, BPL or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility and/or interfere with the telephone line-seizure feature of the alarm system, after it is installed or anytime in the future. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP, BPL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL, VoIP, BPL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.

12. AFTER WARRANTY REPAIR SERVICE. At the end of our one (1) year limited warranty we will continue to repair the System and provide equipment on a time and material basis. You will pay our standard parts and labor charges for all repair calls and supplies. There will be a one (1) hour minimum visit charge for each repair call. See Section 7(b) of our Limited Warranty on how to get repair service.
(B) For Systems provided to you by Hoffman, except as limited below, we shall provide repair service for the System including all parts and labor. All repairs shall be performed during normal business hours, which are 8:00 am to 4:00 pm, Monday through Friday, except holidays we observe, and will be performed as soon as reasonably possible after receipt of notice from you. Emergency service is available at other times at our prevailing service rates. You agree to pay for all parts and labor necessary to repair the System as a result of damage to the System caused by accident, your misuse or modification of the System, acts of God, or attempted repair service performed by anyone other than Company or our designee and charges for such repairs will be based on our then existing labor and material rates and will include a minimum one (1) hour visit charge and will be due and payable upon completion of the work. **YOU AGREE TO PAY FOR ANY DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES.** If you fail to pay for such charges upon completion of the work, we may terminate this Agreement. For fire alarm or sprinkler supervisory systems we will provide inspection and testing service as set forth on the equipment description. Inspections and tests will be performed only during our normal business hours described above. We have no obligation to repair equipment to which the System is attached (e.g., a sprinkler system or access control system).
13. SUBSCRIBER'S DUTIES. You will instruct all other persons who may use the System on its proper testing and use. You will test the alarm system's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the security alarm system includes space protection (e.g., infrared, photo beams or other such detectors) you will turn off, control, relocate or remove all things such as air conditioning systems, inventory, furniture, heaters, and other such devices that might interfere with such devices when they are turned on. If a problem in the System occurs you will notify us. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. In the case of a

Hoffman_____ Subscriber_____

Attachment: Museum (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings)

fire alarm or sprinkler system, you will notify us in writing of any change in your fire rating bureau or agency. You will notify Hoffman in writing of any changes in the information set forth on the Emergency Notification List. You agree that we may disclose the information regarding your system and on the Emergency Notification List to any governmental agency having jurisdiction over the use and operation of the System, without notice to you. You are solely responsible for (i) issuing and controlling access control cards and (ii) providing and maintaining video for CCTV systems and we do not provide film developing or video editing services.

14. SUSPENSION OR CANCELLATION OF THIS AGREEMENT. You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of Hoffman or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the alarm system and our monitoring facilities; (iii) you do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the alarm system communicator from our facility and/or enter your premises to disconnect the alarm system from our monitoring equipment and remove our signs, decals and communications software from your System and premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.

15. TERMINATION, DEFAULT; TITLE TO SYSTEM In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. In addition we may impose a late charge on all payments for services that are more than ten (10) days past due, in the amount equal to ten dollars ($10.00) or the maximum amount permitted by California law whichever is less. In no event shall Hoffman's failure to enforce this provision at any time be deemed to be a waiver by Hoffman to assert its rights created hereunder or to assess the late charge in the future. Unless you purchased the System from us (and the first box under Section 1 is checked), you acknowledge and agree to the following: (A) This Agreement is a service agreement only and THE ENTIRE SYSTEM SHALL AT ALL TIMES REMAIN THE SOLE PROPERTY OF HOFFMAN. (B) You will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by any but our service personnel. (C) In the event of loss or damage to the System or any part thereof, you agree to pay us the System's reasonable replacement value or the cost of repair as the case may be. At the expiration of this Agreement or in the event of your default, you authorize us to enter your premises and to remove all or any portion of the System. (D) We may elect to abandon all or any portion of the System. (E) Removal of the System shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof, including, but not limited to, recovery of our loss of profit for any unexpired term of this Agreement. (F) You will return the System to us in good condition, reasonable wear and tear excepted. (G) You agree that installation of the System does not create a fixture to your premises. In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System.

16. ASSIGNEES AND SUBCONTRACTORS. We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, Hoffman will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring and other services. This Agreement, and particularly sections 16 and 17, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.

17. CHANGES TO THE SYSTEM. If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.

18. HOFFMAN IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY. You understand that (a) we are not an insurer of your property or the personal safety of persons in your premises; (b) you should provide any insurance on your premises and its contents; (c) the amount you pay to us is based only on the value of the System and services we provide and not on the value of your premises or its contents; (d) alarm systems and our monitoring and repair service may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of the your property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (f) a CCTV or access control system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (g) it is difficult to determine in advance how fast the police or fire department or others would respond to an alarm signal; and (h) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System. Therefore you agree that, even if a court decides that Hoffman's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System, installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the lesser of $250.00 or six (6) times the quarterly services fee, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss. YOU MAY OBTAIN A LIMITATION OF LIABILITY. If you wish, you may obtain from us a limitation of liability for an additional periodic charge. If you elect this option, we will attach a rider to this Agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.

19. THIRD PARTY INDEMNIFICATION AND SUBROGATION. If anyone other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Hoffman's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or careless activity of ours in providing the System or services or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and that employee or subcontractor solely causes such harm or damages. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

20. LIMITATION ON LAWSUITS; REFERENCE. Both Hoffman and Subscriber agree that no law suit or any other legal proceeding connected with this Agreement shall be brought or filed more than two (2) years after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Hoffman in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Merced, California, in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. The arbitrator shall allocate all the costs of the arbitration, including fees of the arbitrator and reasonable attorney's fees of the prevailing party against the party who did not prevail. Judgment on the award may be entered in any court having jurisdiction.

21. INCREASE IN SERVICES FEE. Notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installation, we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the monthly services fee by a percentage not to exceed ten percent (10%) of the monthly services fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increase and you agree to pay the same.

Hoffman_____ Subscriber_____

Attachment: Museum (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings)

22. INFORMATION AND PRIVACY. You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor, record, store and, if necessary, disclose to third parties video and audio related to monitored activity at your location, as well as conversations with you, emergency services providers, and law enforcement personnel. You consent to such recording, storage, and disclosure on behalf of yourself and any minor children for whom you are the parent or legal guardian. You further agree and represent that you have or will have obtained consent to such recording, storage, and disclosure from any other individuals who live or work at, or otherwise frequent, your premises, including consent on behalf of any minor children for whom such individuals are the parents or legal guardians. Further, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to us (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services, enforce the terms of this agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information, including information contained on your emergency information to law enforcement or fire service personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate customer information and statistics that do not include information that identifies you personally. Except as required to provide the services that you have selected, we will not monitor your location. You further acknowledge and assume risks related to data security breaches and cybercrime, as a result of which information about you and your premises may be compromised, intercepted and/or used by third parties in a way that would compromise the security of your information, your safety and/or privacy, and the privacy and safety of persons and property on your premises.

23. ENTIRE AGREEMENT. The entire and only agreement between you and Hoffman is written in this Agreement. They replace any earlier oral or written understandings or agreements. They may only be changed by a written agreement signed by you and us. THEY MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT. If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. You agree that this Agreement is performed in the state of California and shall be governed by the laws of California.

24. OUR LICENSES. ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.CANCELLATION. [RESIDENTIAL SYSTEMS ONLY] YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

HOFFMAN ELECTRONIC SYSTEMS

By _____
(Sales Agent & Agent Reg #)

_____
Management Approval

Date: _____, 20___

_____
[Print Subscriber's Name]

By _____

Date: _____

Type of Entity:
[ ] Sole Proprietorship [ ] Partnership
[ ] Corporation/LLC [ ] Other _____

THIS AGREEMENT WILL NOT BE BINDING UPON HOFFMAN UNTIL EITHER (i) APPROVED BY ONE OF OUR MANAGERS OR (ii) WE START THE INSTALLATION. IN THE EVENT OF NON-APPROVAL, OUR ONLY LIABILITY SHALL BE TO REFUND TO YOU THE AMOUNT THAT YOU PAID TO US UPON THE SIGNING OF THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT SUBSCRIBER MAY NOT RECEIVE A COPY OF THIS AGREEMENT APPROVED BY HOFFMAN'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT. THE CITY OR COUNTY IN WHICH YOUR BUSINESS IS LOCATED MAY REQUIRE THAT YOU OBTAIN A PERMIT FOR THE USE AND MONITORING OF THE SYSTEM. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS OR LICENSES FOR USE OF THE SYSTEM HAVE BEEN OBTAINED, AND THEREFORE COMPANY MAY NOT BEGIN MONITORING UNTIL SUBSCRIBER HAS OBTAINED AT SUBSCRIBER'S EXPENSES ALL NECESSARY PERMITS OR LICENSES, AND PROVIDED COMPANY WITH THE LICENSE OR PERMIT NUMBER.SUBSCRIBER AGREES DIGITAL SIGNATURES AND ELECTRONIC TRANSMISSION OF DOCUMENTATION IS LEGALLY BINDING AND JUST THE SAME AS ORIGINAL WET PEN-AND-PAPER SIGNATURES.

Hoffman_____ Subscriber_____

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Fresno Area:
90 E. Escalon Ave. #120
Fresno, CA 93710
(559) 292-7871
ACO # 4638
Con. Lic. 484100

HOFFMAN
ELECTRONIC SYSTEMS
Security for Home & Business
Burglary, Fire, Access, Cameras
Who's Watching Your Home or Business?

Merced Area:
2301 Aviation Dr.
Atwater, CA 95301
(209) 384-3305
(800) 972-0003
(209) 722-1107-Fax
HoffmanElectronics.com

SALE AND/OR INSTALLATION AND SERVICES AGREEMENT - Retail Installment Contract

THIS AGREEMENT is made this 13th day of May 2021 by and between Hoffman Electronic Systems, a California corporation ("Hoffman"), and Subscriber named below.

SUBSCRIBER	DESCRIPTION OF JOB
Mariposa Co. Fire Dept. P.O. Box 162, Mariposa, Ca. 95338	Courthouse 5088 Bullion St., Mariposa, Ca. 95338

1. SALE AND/OR INSTALLATION AND SERVICES. We will (check one box as applicable):

☑ Sell and install, and provide warranty and after-warranty repair service, and provide the other services for, the security systems described below(individually or collectively the "System"); OR

☐ Install, provide repair service, and provide the other services for the System, in which case **THE SYSTEM SHALL REMAIN OUR SOLE PROPERTY AND IS PROVIDED AS PART OF THE SERVICE.** Price and payment terms for monitoring service is included herein, and monitoring service is provided pursuant to the terms and conditions of our Agreement executed by Subscriber.

Signs and decals to remain the property of Hoffman under any circumstances.

System and Services Description

Bring on line existing system for monitoring

Approximate Installation Starting Date: _____ Approximate Installation Completion Date: _____

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. Subscriber will, at Subscriber's sole expense, obtain and keep in effect during the entire term of this Agreement, all permits, licenses, plan checks and similar governmental requirements that may be required for the installation and use of the System.

2. PRICE; PAYMENT; TERM; FINANCIAL DISCLOSURES

SALES/INSTALLATION PRICE
(Sales Tax Included in Installation Price)

MONITORING SERVICE $25.00/MONTH

Includes:

☐ Cell	☐ Total Control App	☐ ZWave Control	☐ Entre
☐ Open/Close Reports	☐ UL Certification	☐ Camera Control	☐ Instant Eye Witness
☐ Camera Maintenance	☐ Videofied Clips	☐ Extended warranty	☐ Fire inspections

DEPOSIT DUE NOW	$	INITIAL TERM OF MONITORING SERVICE PAID: Monthly	3 - YEARS (36 Mo/12 qtr/3 yrs)
BALANCE WHEN THE SYSTEM IS COMPLETED	$-0-	TOTAL MONITORING SUM FOR INITIAL TERM	$25.00 PER PERIOD $900.00

There is no financing charge or cost of credit associated with this Agreement (0% APR). The total sum set forth above as total monitoring sum for initial term is the total cash price and total cost of credit for monitoring service. WE MAY ELECT NOT TO START TO MONITOR THE SYSTEM OR PROVIDE OTHER SERVICES UNTIL THE SALES/INSTALLATION PRICE IS PAID IN FULL. You agree and understand that if you authorize any payments pursuant to any electronic means provided in the "Easy Payment Enrollment" form, and if such authorization is discontinued or terminated by you or any payment is dishonored by the financial institution or is not paid otherwise paid for any reason, your payment obligations under this Agreement remain in full force and effect and you agree to pay the same to Hoffman. If you fail to make any such payments, we may terminate providing any further services and all collection rights and remedies of Hoffman are expressly reserved.

Hoffman_____ Subscriber_____

Attachment: Courthouse (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings)

For services, the initial term of this agreement is three (3) years commencing on the day service begins, and will automatically continue for successive one (1) Month terms unless canceled by either of us in writing at least thirty (30) days before the end of the original term or renewal term.

3. MONITORING SERVICE FEES ARE BILLED IN ADVANCE AND IS DUE UPON YOUR RECEIPT OF OUR INVOICE. YOU WILL PAY THE PRORATED SERVICES FEE FOR THE MONTH IN WHICH SERVICES BEGIN. THE FIRST PAYMENT FOR SERVICES IS DUE WHEN WE SUBSTANTIALLY COMPLETE THE INSTALLATION OF THE SYSTEM. Monitoring service will not begin until you have executed and delivered our Agreement. We may elect not to start to monitor the alarm system, activate other systems, or provide other services until the installation price is paid in full. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled, including the value of the work performed and loss of profits. In addition we may impose a late charge on all payments for the installation of the System that more than ten (10) days past due in the maximum amount permitted by California law. You understand that the monitoring service fee does not include and text messaging or other cell phone usage charges by your wireless carrier that you may incur as a result of our notification and monitoring services. You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the services fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, we may periodically increase the services fee as set forth in Section 19.

4. **RECEIPT OF COPY.** YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT.**ALL OF THE TERMS ON THE AGREEMENT AND ON ALL ATTACHMENTS ARE PART OF THIS AGREEMENT. READ THEM BEFORE YOU SIGN BELOW.**

5. **DISCLAIMER OF LIABILITY.** WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY BURGLARY, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BY-PASSED OR THAT IT WILL ALWAYS OPERATE. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, NOR HAVE YOU RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. SECTIONS 16 AND 17 ON THE AGREEMENT LIMIT OUR LIABILITY TO $1,000.00 OR SIX (6) TIMES THE MONTHLY SERVICES FEE IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SECURITY CONSULTANT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL SERVICES FEE TO US.

6. **INSTALLATION OF THE SYSTEM.** You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations of where the control panel, audible devices, cameras, monitors, and all devices will be installed. If the alarm system includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than five (5) minutes. You will provide 24 hour - 110-volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors, broken windows, sprinkler shut-off valves, etc.) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV system, and otherwise provide the proper environment for the Systems as we may reasonably request. If telephone utility services or cables are necessary for the installation and operation of the System, you will provide them at your expense. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you. If the System is being installed as part of new construction or a remodeling of an existing structure and we pre-wire any portion of the System, and such wiring and/or related System components (e.g. door switches) are damaged by you or others working on the premises, you agree to pay our standard labor and material charges to repair such damage. ***IF ADDITIONAL TRIPS ARE REQUIRED TO COMPLETE THE JOB DUE TO CUSTOMER OR CONTRACTOR NOT PROVIDING REQUIRED EQUIPMENT OR CONNECTIONS BY SCHEDULED INSTALLATION DATE, (I.E. DOORS, WINDOWS, TELEPHONE, POWER... ETC.), THOSE TRIPS WILL BE BILLED AT STANDARD LABOR RATES. MOTION DETECTORS AND GLASS BREAK DETECTORS ARE FOR SPOT PROTECTION ONLY. SUBSCRIBER DESIRES NO ADDITIONAL PROTECTION AT THIS TIME. SUBSCRIBER UNDERSTANDS THAT SUCH ADDITIONAL PROTECTION MAY BE AVAILABLE AND CAN BE PROVIDED BY HOFFMAN FOR A FEE. HOFFMAN DOES NOT WARRANTY ANY EQUIPMENT INSTALLED BY ANY OTHER COMPANY. HOFFMAN TO PROVIDE ONE HOUR FREE LABOR TO BRING SYSTEM ONLINE. ANY OTHER WORK REQUIRED TO MAKE SYSTEM OPERATIONAL WILL BE CHARGED ON A TIME PLUS MATERIALS BASIS. IF ANY WIRES HAVE BEEN CUT SINCE THE PRE-WIRE AND IT IS NECESSARY TO ADD ADDITIONAL EQUIPMENT TO COMPLETE SYSTEM, IT IS THE SUBSCRIBER'S RESPONSIBILITY TO PAY FOR THIS EQUIPMENT ON A TIME PLUS MATERIALS BASIS. USE OF WIRELESS EQUIPMENT IS AFFECTED BY UNSEEN VARIABLES. ADDITIONAL EQUIPMENT AND LABOR MAY BE REQUIRED IF CONDITIONS DICTATE. THESE COSTS ARE BILLED TO THE CUSTOMER. IF HOFFMAN IS INSTALLING A SYSTEM IN A PRE-WIRED HOUSE, HOFFMAN MAKES NO WARRANTY ON CONDITION OF EXISTING WIRE AND ADDITIONAL COSTS MAY ARISE IF WIRE IS UNUSABLE OR LOST. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS ARE FOR AREA PROTECTION ONLY. ALL COSTS ATTRIBUTABLE TO MAKING THE FIRE ALARM SYSTEM OPERABLE FOR THE RESIDENCE IDENTIFIED BY THIS DOCUMENT, INCLUDING SALE AND INSTALLATION COSTS, DO NOT EXCEED FIVE HUNDRED DOLLARS ($500).***

FIRE PERMIT FEES ARE NOT INCLUDED AS THEY VARY BY JURISDICTION AND ARE THE SUBSCRIBER'S RESPONSIBILITY. ANY ADDITIONAL EQUIPMENT THAT MAY BE REQUIRED BY THE AUTHORITY HAVING JURISDICTION IS THE RESPONSIBILITY OF THE CUSTOMER AND MAY RESULT IN ADDITIONAL CHARGES. FIRE SYSTEMS REQUIRE DEDICATED POWER PROVIDED BY THE SUBSCRIBER.

IF SUBSCRIBER WISHES TO PROGRAM VIDEO RECORDER TO RECORD ON DETECTION OF MOTION ONLY, SUBSCRIBER UNDERSTANDS THAT UNDER SOME CIRCUMSTANCES MOVEMENT IN THE CAMERA IMAGE MAY NOT TRIGGER RECORDING CAUSING ALL OR PART OF AN EVENT TO NOT BE RECORDED. SUBSCRIBER SHALL PROVIDE INTERNET CONNECTION FOR ANY SERVICES AS REQUIRED FOR FUNCTION OF REMOTE MONITORING. HOFFMAN IS NOT RESPONSIBLE FOR FAILURES OF THAT INTERNET SERVICE OR LOST VIDEO DUE TO INTERNET RELATED ISSUES. NOTIFICATION ON VIDEO LOSS SIGNALS MAY BE INTERRUPTED DUE TO BROADBAND ISSUES BEYOND OUR CONTROL. SUBSCRIBER GIVES HOFFMAN THE RIGHT TO LOG INTO CAMERA SYSTEM FOR MONITORING AND TROUBLESHOOTING AS NECESSARY.

7. LIMITED/EXTENDED WARRANTY. For purchased Systems only, the following limited repair/replacement warranty applies:

a. WHAT IS COVERED: LIMITED WARRANTY - FOR ONE YEAR AFTER WE COMPLETE THE INSTALLATION, WE WILL PROVIDE THE FOLLOWING WARRANTY SERVICE: (1) FOR THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU; (2) AFTER THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL PROVIDE A REPLACEMENT FOR ANY DEFECTIVE PART WITHOUT CHARGE, BUT YOU WILL PAY FOR ALL LABOR AT OUR PREVAILING RATES WHICH WILL INCLUDE A MINIMUM VISIT CHARGE. WE MAY USE NEW OR USED PARTS OF EQUAL QUALITY. IF EXTENDED WARRANTY IS INCLUDED, THE POLICIES IN SECTION 6 (ABOVE & BELOW) WILL BE EXTENDED AS LONG AS YOUR ACCOUNT IS IN GOOD STANDING AND EXTENDED WARRANTY PAYMENTS ARE BEING MADE.

b. HOW TO GET SERVICE: CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 8:00 A.M. TO 4:00

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P.M., MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES FOR AN ADDITIONAL CHARGE WHICH INCLUDES A MINIMUM ONE-HOUR VISIT CHARGE.
c. WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES. ANY REQUIRED OR REQUESTED FIRE ALARM TESTS AND/OR INSPECTIONS ARE NOT PART OF WARRANTY SERVICE AND SHALL BE SEPARATELY BILLED TO YOU AT OUR PREVAILING RATES FOR SUCH SERVICES AND YOU AGREE TO PAY FOR THE SAME. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, INTRUSION, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED, BYPASSED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESSED LIMITED WARRANTY. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.
d. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.
8. **CAMERA MAINTENANCE.** Camera Maintenance includes daily health alerts to be sent to Company if one of the cameras loses their picture or if the hard drive on the recorder fails. Subscriber is responsible for maintaining high speed internet connection. Once per month, if remote access is made available by client and conditions permit, Hoffman will remotely attempt to determine camera system is functioning as intended by using any combination of methods such as checking: system is accessible, recorded video, live video, camera views, views obscured, or other processes to attain general system health. Camera maintenance also includes an annual camera cleaning to be scheduled by the client. Finally, it covers all normal wear and tear on the equipment so if any camera or the recorder fails, we will replace it at no cost to subscriber. Any repair work necessary will be done during normal business hours
9. **ALARM SYSTEM MONITORING SERVICE.** If you have subscribed to monitoring service, we shall connect the alarm system(s) to our monitoring facility (the "Center") and monitoring will be provided in accordance with our Agreement. We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. When a burglary, fire, duress, medical or other alarm signal from the System is received in the Center, we will call your premises first, followed by the first person designated on Subscriber's Emergency Notification List, and then try to telephone the proper police or fire department and the other persons designated on Subscriber's Emergency Notification List. HOFFMAN AND THE CENTER DO NOT PROVIDE MEDICAL SERVICES OR MEDICAL ADVICE. When a non-emergency signal is received (e.g. temperature or pump water flow sensors), we will attempt to contact the premises and then the first available person on your Subscriber information form but will not notify emergency authorities. We reserve the right to verify all alarm signals by using the two-way voice or visual devices, if one has been installed, calling the premises or otherwise before notifying the government agencies. We may choose not to notify the government agencies if we have reason to believe that an emergency condition does not exist. We and you are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your system. We may discontinue or change any particular response service due to governmental or insurance requirements by giving you written notice. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. *If Hoffman dispatches a Guard Company, subscriber is responsible to pay a response fee will each time Guard Company is dispatched.* We may charge an additional fee for such service that will be added to the then current monthly fee. *Subscriber is responsible for any city or county alarm permit fees.* You acknowledge and agree that all monitoring firmware and software, computer codes and monitoring information remain our sole and exclusive property. You consent to the tape recording of all telephonic communications with our office or the Center. *If Hoffman is providing Video Verification, standard dispatching procedures shall apply on all accounts with Video.* We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. False alarm charges shall be your responsibility.
10. **TRANSMISSION LINES.** The alarm system may include a communicator that sends signals to the Center over your regular telephone service, or Internet, cellular service or long-range radio. If telephone service is used, you will pay for all telephone charges including any installation fee for a special jack to connect the alarm system to your telephone service. We recommend the use of an RJ31X or equivalent telephone jack to give the alarm system priority over other telephones in your premises, however, when the alarm system is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the System connected to a second telephone line. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and we will not know of the telephone service problem. If an Internet, cellular or radio system is used for transmitting alarm signals from your premises to the Center, you acknowledge that the use of such system may be controlled by the California Public Utilities Commission and Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuing or changing such transmission facilities at our option. Communications systems may be impaired or interrupted by atmospheric conditions, including interruptions caused by an Internet provider, electrical storms, power failures or other outages, conditions and events beyond our control. You may be required to execute an additional agreement for Internet, cellular or radio transmission service. You agree to reimburse us for any costs we may incur to reprogram the communications device of the alarm system because of area code changes or other dialing pattern changes. The use of DSL, VoIP, BPL or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility and/or interfere with the telephone line-seizure feature of the alarm system, after it is installed or anytime in the future. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP, BPL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL, VoIP, BPL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.

12. AFTER WARRANTY REPAIR SERVICE. At the end of our one (1) year limited warranty we will continue to repair the System and provide equipment on a time and material basis. You will pay our standard parts and labor charges for all repair calls and supplies. There will be a one (1) hour minimum visit charge for each repair call. See Section 7(b) of our Limited Warranty on how to get repair service.
(B) For Systems provided to you by Hoffman, except as limited below, we shall provide repair service for the System including all parts and labor. All repairs shall be performed during normal business hours, which are 8:00 am to 4:00 pm, Monday through Friday, except holidays we observe, and will be performed as soon as reasonably possible after receipt of notice from you. Emergency service is available at other times at our prevailing service rates. You agree to pay for all parts and labor necessary to repair the System as a result of damage to the System caused by accident, your misuse or modification of the System, acts of God, or attempted repair service performed by anyone other than Company or our designee and charges for such repairs will be based on our then existing labor and material rates and will include a minimum one (1) hour visit charge and will be due and payable upon completion of the work. **YOU AGREE TO PAY FOR ANY DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES.** If you fail to pay for such charges upon completion of the work, we may terminate this Agreement. For fire alarm or sprinkler supervisory systems we will provide inspection and testing service as set forth on the equipment description. Inspections and tests will be performed only during our normal business hours described above. We have no obligation to repair equipment to which the System is attached (e.g., a sprinkler system or access control system).
13. SUBSCRIBER'S DUTIES. You will instruct all other persons who may use the System on its proper testing and use. You will test the alarm system's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the security alarm system includes space protection (e.g., infrared, photo beams or other such detectors) you will turn off, control, relocate or remove all things such as air conditioning systems, inventory, furniture, heaters, and other such devices that might interfere with such devices when they are turned on. If a problem in the System occurs you will notify us. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. In the case of a

Hoffman_____ Subscriber_____

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fire alarm or sprinkler system, you will notify us in writing of any change in your fire rating bureau or agency. You will notify Hoffman in writing of any changes in the information set forth on the Emergency Notification List. You agree that we may disclose the information regarding your system and on the Emergency Notification List to any governmental agency having jurisdiction over the use and operation of the System, without notice to you. You are solely responsible for (i) issuing and controlling access control cards and (ii) providing and maintaining video for CCTV systems and we do not provide film developing or video editing services.

14. SUSPENSION OR CANCELLATION OF THIS AGREEMENT. You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of Hoffman or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the alarm system and our monitoring facilities; (iii) you do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the alarm system communicator from our facility and/or enter your premises to disconnect the alarm system from our monitoring equipment and remove our signs, decals and communications software from your System and premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.

15. TERMINATION, DEFAULT; TITLE TO SYSTEM In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. In addition we may impose a late charge on all payments for services that are more than ten (10) days past due, in the amount equal to ten dollars ($10.00) or the maximum amount permitted by California law whichever is less. In no event shall Hoffman's failure to enforce this provision at any time be deemed to be a waiver by Hoffman to assert its rights created hereunder or to assess the late charge in the future. Unless you purchased the System from us (and the first box under Section 1 is checked), you acknowledge and agree to the following: (A) This Agreement is a service agreement only and THE ENTIRE SYSTEM SHALL AT ALL TIMES REMAIN THE SOLE PROPERTY OF HOFFMAN. (B) You will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by any but our service personnel. (C) In the event of loss or damage to the System or any part thereof, you agree to pay us the System's reasonable replacement value or the cost of repair as the case may be. At the expiration of this Agreement or in the event of your default, you authorize us to enter your premises and to remove all or any portion of the System. (D) We may elect to abandon all or any portion of the System. (E) Removal of the System shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof, including, but not limited to, recovery of our loss of profit for any unexpired term of this Agreement. (F) You will return the System to us in good condition, reasonable wear and tear excepted. (G) You agree that installation of the System does not create a fixture to your premises. In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System.

16. ASSIGNEES AND SUBCONTRACTORS. We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, Hoffman will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring and other services. This Agreement, and particularly sections 16 and 17, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.

17. CHANGES TO THE SYSTEM. If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.

18. HOFFMAN IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY. You understand that (a) we are not an insurer of your property or the personal safety of persons in your premises; (b) you should provide any insurance on your premises and its contents; (c) the amount you pay to us is based only on the value of the System and services we provide and not on the value of your premises or its contents; (d) alarm systems and our monitoring and repair service may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of the your property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (f) a CCTV or access control system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (g) it is difficult to determine in advance how fast the police or fire department or others would respond to an alarm signal; and (h) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System. Therefore you agree that, even if a court decides that Hoffman's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System, installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the lesser of $250.00 or six (6) times the quarterly services fee, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss. YOU MAY OBTAIN A LIMITATION OF LIABILITY. If you wish, you may obtain from us a limitation of liability for an additional periodic charge. If you elect this option, we will attach a rider to this Agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.

19. THIRD PARTY INDEMNIFICATION AND SUBROGATION. If anyone other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Hoffman's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or careless activity of ours in providing the System or services or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and that employee or subcontractor solely causes such harm or damages. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

20. LIMITATION ON LAWSUITS; REFERENCE. Both Hoffman and Subscriber agree that no law suit or any other legal proceeding connected with this Agreement shall be brought or filed more than two (2) years after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Hoffman in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Merced, California, in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. The arbitrator shall allocate all the costs of the arbitration, including fees of the arbitrator and reasonable attorney's fees of the prevailing party against the party who did not prevail. Judgment on the award may be entered in any court having jurisdiction.

21. INCREASE IN SERVICES FEE. Notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installation, we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the monthly services fee by a percentage not to exceed ten percent (10%) of the monthly services fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increase and you agree to pay the same.

Hoffman_____ Subscriber_____

Attachment: Courthouse (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings)

22. INFORMATION AND PRIVACY. You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor, record, store and, if necessary, disclose to third parties video and audio related to monitored activity at your location, as well as conversations with you, emergency services providers, and law enforcement personnel. You consent to such recording, storage, and disclosure on behalf of yourself and any minor children for whom you are the parent or legal guardian. You further agree and represent that you have or will have obtained consent to such recording, storage, and disclosure from any other individuals who live or work at, or otherwise frequent, your premises, including consent on behalf of any minor children for whom such individuals are the parents or legal guardians. Further, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to us (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services, enforce the terms of this agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information, including information contained on your emergency information to law enforcement or fire service personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate customer information and statistics that do not include information that identifies you personally. Except as required to provide the services that you have selected, we will not monitor your location. You further acknowledge and assume risks related to data security breaches and cybercrime, as a result of which information about you and your premises may be compromised, intercepted and/or used by third parties in a way that would compromise the security of your information, your safety and/or privacy, and the privacy and safety of persons and property on your premises.

23. ENTIRE AGREEMENT. The entire and only agreement between you and Hoffman is written in this Agreement. They replace any earlier oral or written understandings or agreements. They may only be changed by a written agreement signed by you and us. THEY MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT. If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. You agree that this Agreement is performed in the state of California and shall be governed by the laws of California.

24. OUR LICENSES. ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.CANCELLATION. [RESIDENTIAL SYSTEMS ONLY] YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

HOFFMAN ELECTRONIC SYSTEMS

By _____
(Sales Agent & Agent Reg #)

_____
Management Approval

Date: _____, 20___

_____
[Print Subscriber's Name]

By _____

Date: _____

Type of Entity:
[ ] Sole Proprietorship [ ] Partnership
[ ] Corporation/LLC [ ] Other _____

THIS AGREEMENT WILL NOT BE BINDING UPON HOFFMAN UNTIL EITHER (i) APPROVED BY ONE OF OUR MANAGERS OR (ii) WE START THE INSTALLATION. IN THE EVENT OF NON-APPROVAL, OUR ONLY LIABILITY SHALL BE TO REFUND TO YOU THE AMOUNT THAT YOU PAID TO US UPON THE SIGNING OF THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT SUBSCRIBER MAY NOT RECEIVE A COPY OF THIS AGREEMENT APPROVED BY HOFFMAN'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT. THE CITY OR COUNTY IN WHICH YOUR BUSINESS IS LOCATED MAY REQUIRE THAT YOU OBTAIN A PERMIT FOR THE USE AND MONITORING OF THE SYSTEM. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS OR LICENSES FOR USE OF THE SYSTEM HAVE BEEN OBTAINED, AND THEREFORE COMPANY MAY NOT BEGIN MONITORING UNTIL SUBSCRIBER HAS OBTAINED AT SUBSCRIBER'S EXPENSES ALL NECESSARY PERMITS OR LICENSES, AND PROVIDED COMPANY WITH THE LICENSE OR PERMIT NUMBER.SUBSCRIBER AGREES DIGITAL SIGNATURES AND ELECTRONIC TRANSMISSION OF DOCUMENTATION IS LEGALLY BINDING AND JUST THE SAME AS ORIGINAL WET PEN-AND-PAPER SIGNATURES.

Hoffman_____ Subscriber_____

Attachment: Courthouse (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/13/2021

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

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

PRODUCER
Bolton & Company
3475 E. Foothill Blvd., Suite 100
Pasadena, CA 91107

www.boltonco.com 0008309

CONTACT NAME:
PHONE (A/C, No, Ext): (626) 799-7000 FAX (A/C, No): (626) 583-2117
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Tokio Marine Specialty Insurance Company	23850
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hoffman Electronic Systems
dba Hoffman Electronic Security; Alarm Watch
2301 Aviation Drive
Atwater CA 95301

COVERAGES **CERTIFICATE NUMBER:** 61704416 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY			PPK2208934	11/25/2020	11/25/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	✓ Errors & Omissions						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$5,000,000
	✓ POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$5,000,000
	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	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Re: All operations of the named insured

CERTIFICATE HOLDER

Mariposa Co Public Works
4639 Ben Hur Rd
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
Vanessa Ramos

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Attachment: Insurance (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/13/2021

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

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

PRODUCER Fluetsch and Busby Insurance PO Box 780 Merced, CA 95341 License #: 0358327	CONTACT NAME: Karla Wainwright PHONE (A/C, No, Ext): (209)722-1541 FAX (A/C, No): (209)723-8189 E-MAIL ADDRESS: karla@fandb1912.com
INSURED Hoffman Electronic Systems, Inc DBA Hoffman Electronic Security Alarm Watch 2301 Aviation Dr Atwater, CA 95301	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Infinity Insurance Company — 20260 INSURER B : ICW Group Insurance INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 00008799-2663864 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER							$
A	AUTOMOBILE LIABILITY			504610136732001	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WSA 5060314 00	04/13/2021	04/13/2022	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Regarding insured's normal business operations

CERTIFICATE HOLDER

Mariposa Co Public Works
4639 Ben Hur Rd
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

(KDW)

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Printed by KDW on May 13, 2021 at 03:58PM

Attachment: Insurance (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings)

HOFFMAN SECURITY
Protection for Home & Business
Burglary, Fire, Access, Cameras

July 23, 2021

To Whom It may concern;

The systems are already in place from Sierra Tel, there will be no installation of new systems unless otherwise requested by the customer.

Sherri Anderson

Sales Assistant

fdzf

Attachment: Exhibit A & B (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings)

HOFFMAN SECURITY
Protection for Home & Business
Burglary, Fire, Access, Cameras

To whom it may concern,

1. Paragraph 9. Alarm System Monitoring Service - in the event of an alarm, Hoffman will call the premises, followed by first person designated on Subscriber's Emergency notification List, and then proper police or fire. We need to designate someone to receive that call.

This is pertaining to our call list, we will need a list of phone numbers for each site that tells us whom to call in the event of an alarm. We make two calls and then we dispatch PD and or Fire.

2. Paragraph 11. False Alarms - "If we receive too many alarms, that will constitute a breach by you and we may cancel monitoring and service and recover damages. You will pay false alarms fines." We need to know beforehand how many false alarms is too many

We can remove this item, this is added to cover in general counties that impose false alarm fees , I am advised that Mariposa does not charge these fees therefore this does not pertain to your origination.

3. Paragraph 13. Subscriber's rules - "you will give us emergency information forms." Like Paragraph 9, above, we need to designate those who will receive the calls

This is the purpose of paragraph 9, the emergency call list is what we need to have on file to know who to call in the event of an alarm, I will also send that form with this letter.

I do hope that this answers all of your questions and concerns, should you have any further questions , please feel free to call me anytime. 209-384-3305

Sherri Anderson
Administrative Sales Assistant
Hoffman Security

Attachment: Exhibit A & B (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings)

EXHIBIT "B"

Fresno Area:
90 E. Escalon Ave. #120
Fresno, CA 93710
(559) 292-7871
ACO # 4638
Con. Lic. 484100

HOFFMAN
ELECTRONIC SYSTEMS
Security for Home & Business
Burglary, Fire, Access, Cameras
Who's Watching Your Home or Business?

Merced Area:
2301 Aviation Dr.
Atwater, CA 95301
(209) 384-3305
(800) 972-0003
(209) 722-1107-Fax
HoffmanElectronics.com

Hoffman security provides installation and monitoring of securely system, fire systems and access systems. Our service rates are as follows; regular business hours are billed at $ 110.00/ per hr. After hours are billed @ $ 150.00 per hour.

Thank you,

Sherri Anderson
Administrative Sales Assistant

Attachment: Exhibit A & B (RES-2021-498 : Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings)

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2021-499

MEETING: August 24, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Initiate Special Use Provisions for Historic Structures Countywide

---

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution of Intention Initiating a County Code Amendment to add Section 17.108.220 to Mariposa County Code to Establish Special Use Provisions for Historic Structures Countywide.

This requested action is based on Planning's Annual Work Plan (direction from Board given in April 2021).

The resolution directs and authorizes staff to spend time processing amendments to county code, which includes scheduling and conducting noticed public meetings and hearings. Future review will be by the Historic Sites and Records Preservation Commission, the Planning Commission and the Board of Supervisors. This action by the Board of Supervisors does not approve the amendments or commit the Board to approving the amendments in the future.

The proposed amendment:

1. Establishes flexibility to allow for any use to be considered for structures or buildings included on the Mariposa County List of Buildings and Structures with Special Historical or Architectural Significance (or eligible to on such list, as determined by the Historic Sites and Records Preservation Commission, which may require documentation) through the conditional use permit process.
2. A conditional use permit application is a project specific/parcel specific discretionary review. The Planning Commission is the approval authority, and review is at a noticed public hearing. An application may be approved, approved with conditions or denied. California Environmental Quality Act (CEQA) review is required for a conditional use permit.
3. The project would have to be of benefit to the county by requiring the restoration and preservation of the historic structure to reflect its original state.
4. Exterior modifications, alterations, or reconstruction to take place on the structure would be described as part of the conditional use permit application, and if approved by the Planning Commission, would be made part of the conditions granting the permit.
5. Uses which could be a nuisance or have detrimental effects on adjacent properties may not be approved.

The amendment mirrors current code provisions for historic structures or buildings in the town of Mariposa, so that the flexibility is provided in rural areas of the county as well.

The amendment will create incentive for restoring and preserving historic structures, which is a significant benefit to Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Section 17.334.050 establishing special use provisions for historic structures in the town of Mariposa was established by Ordinance 922 in 1992, as part of the Mariposa Town Plan Update.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternatives: Change text in draft ordinance amendments

Negative action: Not adopting resolution of intention will mean that no amendments are processed.

FINANCIAL IMPACT:
None other than staff time to process amendments

ATTACHMENTS:
210915 Draft BOS Reso Initiating Amendments for Special Use Provisions for Historic Structures (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

.

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution
No 2021-___

A Resolution Initiating a County Code Amendment to Add Section 17.108.220 to Mariposa County Code to Establish Special Use Provisions for Historic Structures Countywide

---

WHEREAS, the Mariposa County Board of Supervisors adopted Ordinance No. 822 on the 21st day of January 1992 adding Sub-Title 17.300 to Title 17 for the Mariposa Town Planning Area Specific Plan Zoning Regulations; and

WHEREAS, Ordinance No. 822 included Section 17.334.050 establishing Special Use Provisions for Historic Structures; and

WHEREAS, these provisions establish flexibility for uses in identified historic structures if the project includes restoring and preserving the historic structure to reflect its original state; and

WHEREAS, these provisions, which are implemented through the conditional use permit process, are only applicable in the town of Mariposa; and

WHEREAS, these provisions have been successfully used to restore and preserve historic structures; and

WHEREAS, there is an interest in establishing similar provisions for historic structures countywide, in the rural areas of Mariposa County.

NOW BE IT THEREFORE RESOLVED THAT, the Board of Supervisors does hereby adopt this resolution to initiate amendments to County Code, Title 17 Zoning, to add a new Section 17.108.220 as shown in Exhibit 1.

BE IT FURTHER RESOLVED THAT, the amendments are not limited to those shown in Exhibit 1 (including code numbering) if other changes or amendments are found to be needed through the processing of the amendment or the public hearing process.

BE IT FINALLY RESOLVED THAT, the Board of Supervisors does hereby direct and authorize staff to spend time processing these amendments to county code, which includes scheduling, noticing and conducting public hearings.

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this __th day of August 2021 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

_____
Marshall Long, Chair
Mariposa County Board of Supervisors

Attest:

_____
René LaRoche, Clerk of the Board of Supervisors

Approved as to Form:

_____
Steven W. Dahlem, County Counsel

Attachment: 210915 Draft BOS Reso Initiating Amendments for Special Use Provisions for Historic Structures (RES-2021-499 : Initiate Special

Exhibit 1

(Section 17.108.220 is an entirely new subsection to add to County Code, Section 17.108 Supplementary Standards)

17.108.220 Special Use Provisions For Historic Structures

All uses may be considered for structures or buildings included on the List of Historical Resources in Mariposa (or eligible to be on the List of Historical Resources in Mariposa as determined by the Historic Sites and Records Preservation Commission, which may require documentation), with the exception of permitted uses, regardless of the primary land use or zone within which the structure is located subject to the following provisions:

A. The planning commission may approve a conditional use permit on designated historic structures where it is demonstrated that the special use will be of benefit to the community by requiring the restoration and preservation of a historic structure to reflect its original state;

B. All exterior modifications, alterations or reconstruction to take place on the structure are to be described as part of the conditional use permit application, and if approved by the planning commission, are to be made part of the conditions granting the permit;

C. The planning commission shall follow standard conditional use permit procedures in reviewing special historic structure uses and shall not approve uses which have the potential for creating a public nuisance or have substantial detrimental effect on adjacent property. In reviewing such matters, the commission must consider the advantages of preserving a historic structure to the benefit of the county versus the possible negative effects of permitting a normally incompatible use in an area. Such review and deliberation may encompass alternative uses which may be of a lesser negative impact yet achieve the primary purpose of feasible historic preservation and restoration of historic structures;

D. The special use provisions of this section shall only apply to existing historic structures. A building or structure which has been demolished, destroyed or otherwise rendered unusable shall not be subject to these provisions nor shall these provisions apply to proposals which will result in such alterations or remodeling of the historic structure as to cause the structure to lose its original historic character and/or significance.

Attachment: 210915 Draft BOS Reso Initiating Amendments for Special Use Provisions for Historic Structures (RES-2021-499 : Initiate Special

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: August 24, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Development Services Land Management Permitting Software RFP Update

---

TITLE OF PRESENTATION:

Receive a Presentation on the Development Services Land Management Permitting Software Request for Proposals (RFP).

Update to the Board on results of the County Request for Proposals (RFP) Evaluation Team process and current status of vendor selection and contracting.

BACKGROUND AND HISTORY:

On January 26, 2021 the Board adopted Resolution 2021-38 authorizing County to submit a Local Early Action Planning (LEAP) grant application for $65,000 for Development Services Land Management Software.

On March 9, 2021 the Board adopted Resolution No. 2021-125 approving the RFP for the Development Services Land Management Permitting Software.

ATTACHMENTS:
Development Services Permitting Software RFP BOS Presentation (PDF)

RESULT: INFORMATION RECEIVED

Mariposa County Development Services Land Management & Permitting Software

- RFP Update
  - Board of Supervisors Meeting August 24, 2021

Attachment: Development Services Permitting Software RFP BOS Presentation [Revision

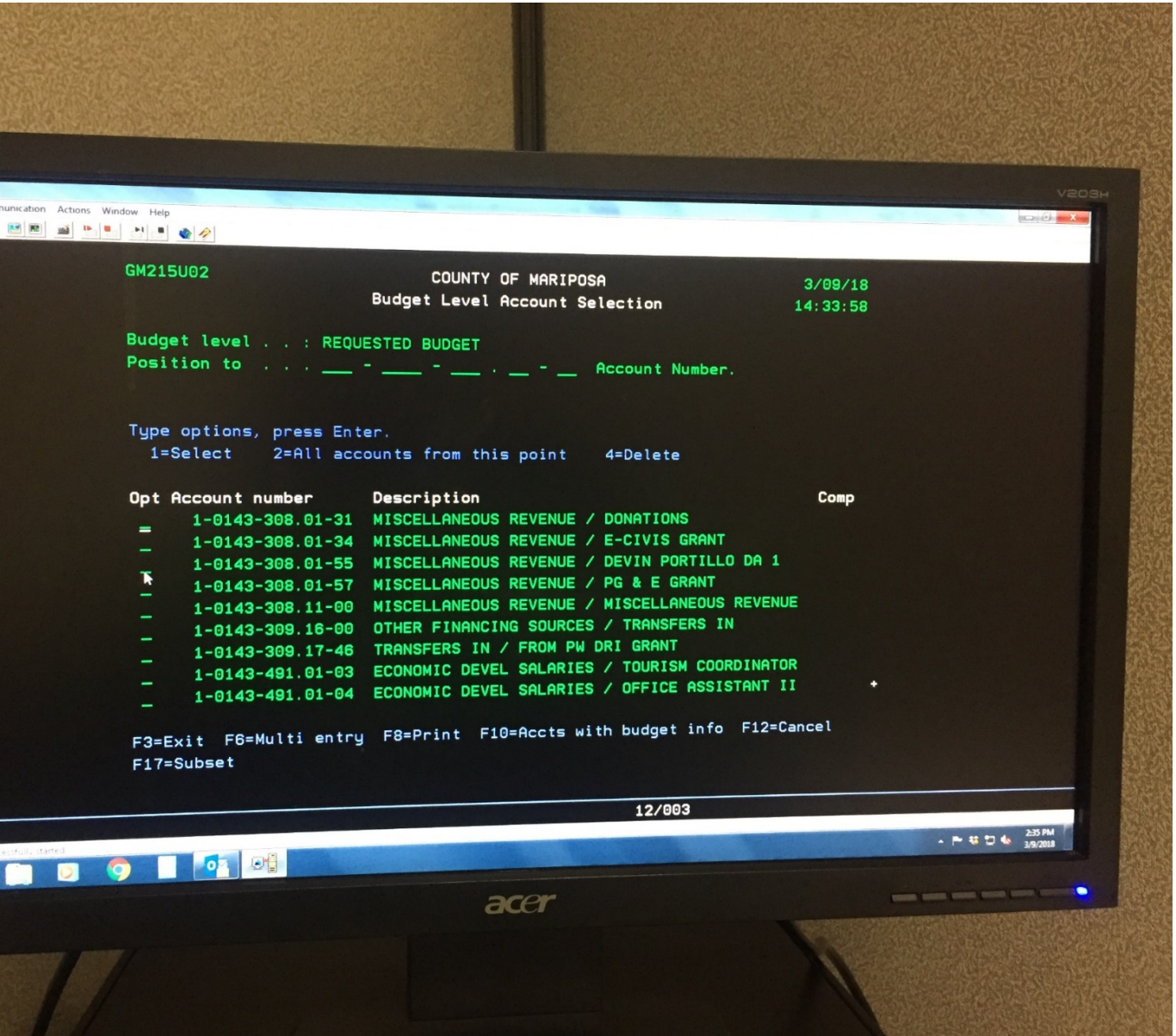
The RFP Team

Member	Department/Division
Anthony Rios	Technical Services
Debbie Willis	Building
Alvaro Arias	Planning
Steve Engfer	Planning
Russ Marks	Public Works
Dave Conway	Health and Human Services EHU
Rachelle Ziegenfuss	Health and Human Services EHU
Jonathan White	GIS
Ben Ogren	GIS
Ben Goger	Housing
(previously John Morgan)	Fire
Leigh Westerlund	County Admin

We are moving forward



Why are we replacing it?



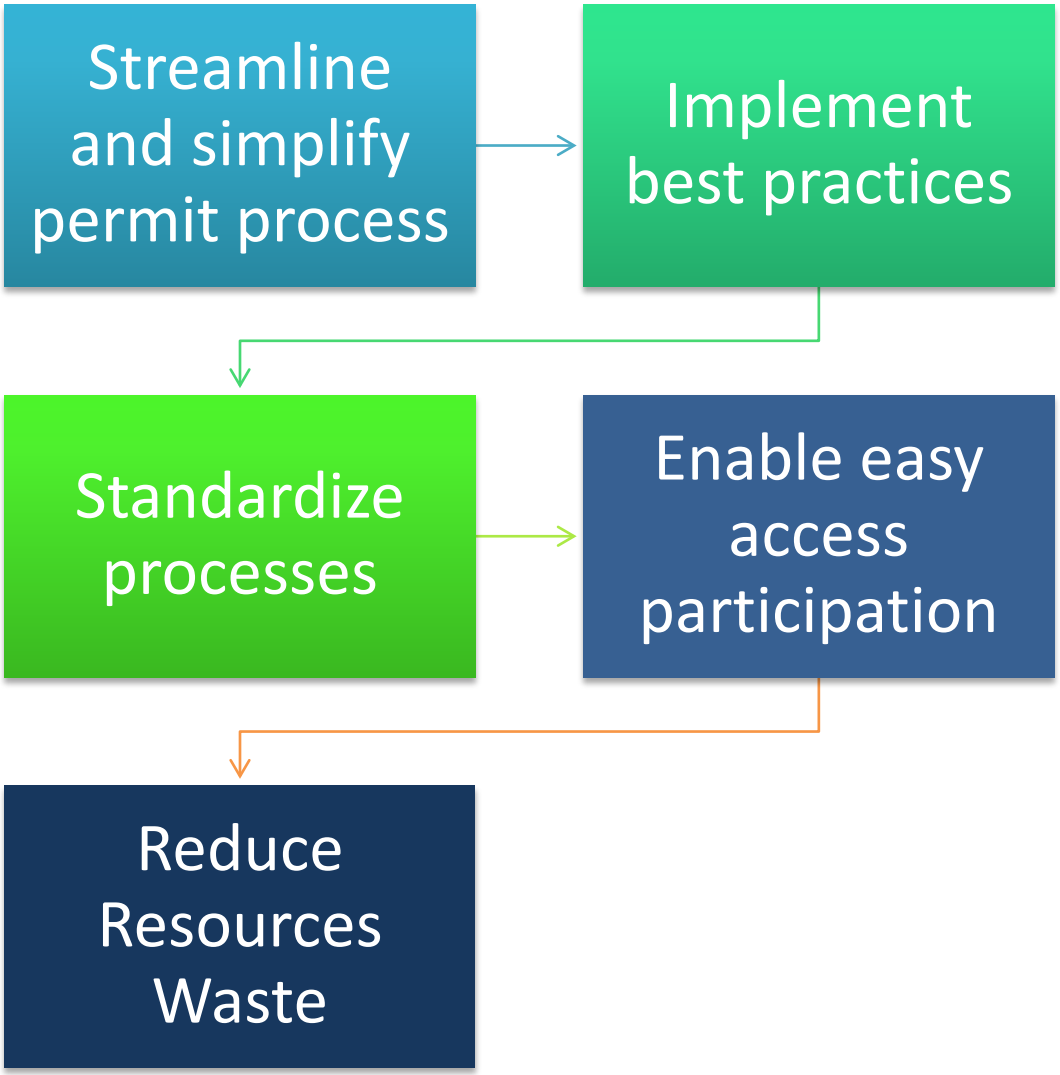
- Developed in 1980
- No longer supported by developer
- Unfamiliar to modern users
- It is being replaced by ERP and Megabyte
- Inefficient for

Attachment: Development Services Permitting Software RFP BOS Presentation [Revision

Project Vision / Goals

- Process Efficiency
- Integration
- Integrity
- Accessibility

Process Efficiency



Integration

Reduce redundant systems

Improve working relationships between departments

Integration with systems outside of Permit Software (GIS,MegaByte, ERP etc)

Integrity

One version of the truth

Permit reviews available to County Departments, Applicants and outside agency reviewers

Information available to facilitate improved decision making

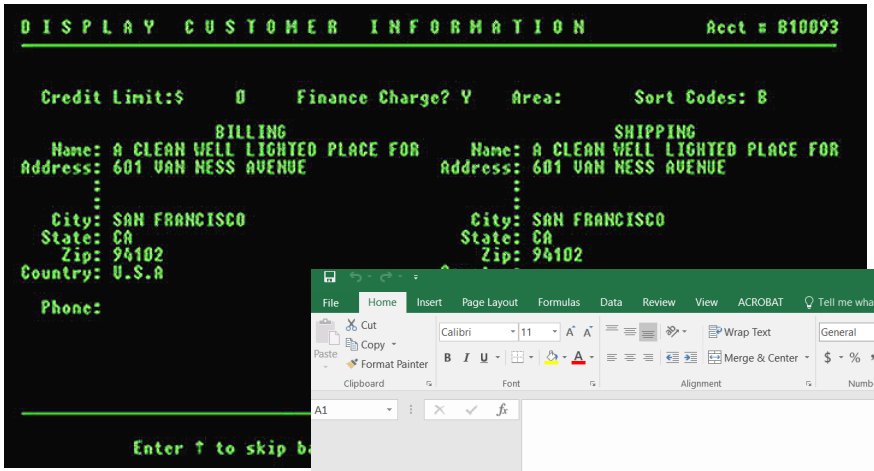
Accessibility

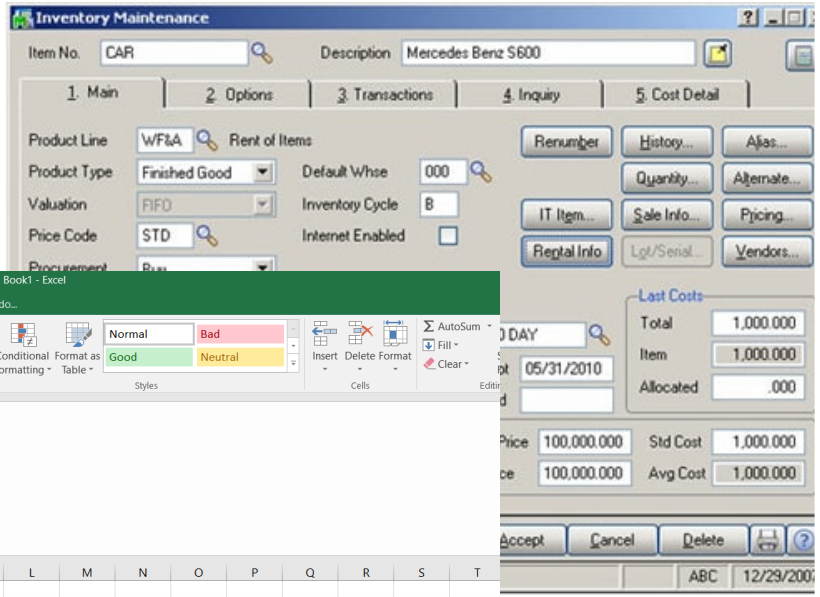
Managers access information relevant to his/her job

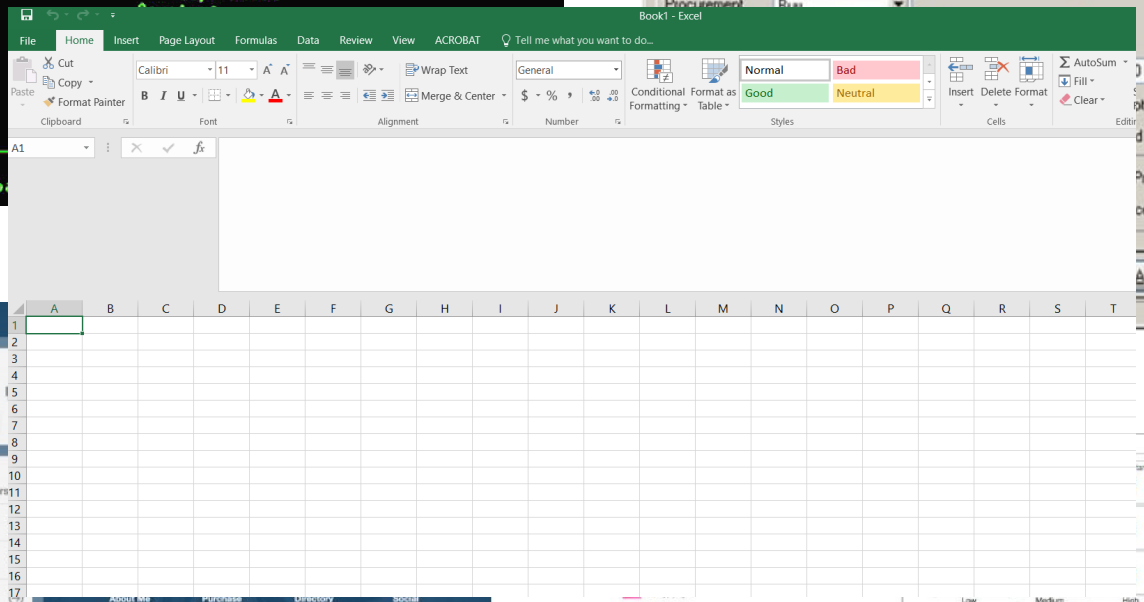
One access view of permitting data. (No hidden silos)

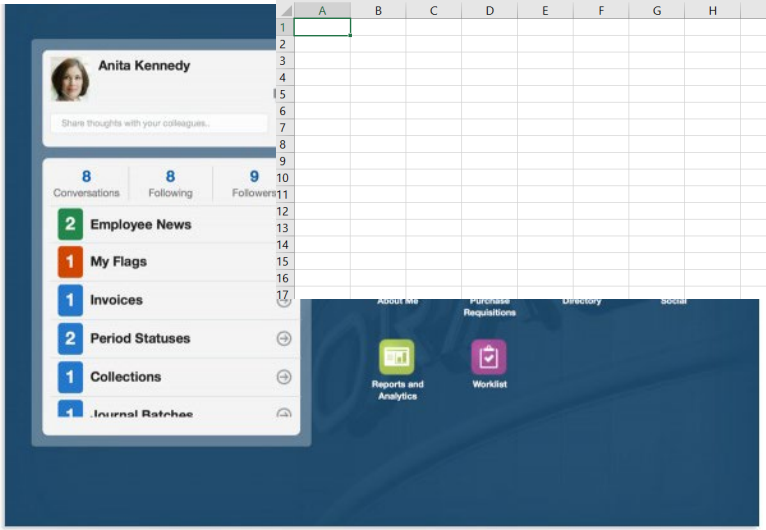
Leverage mobile devices to maintain connections

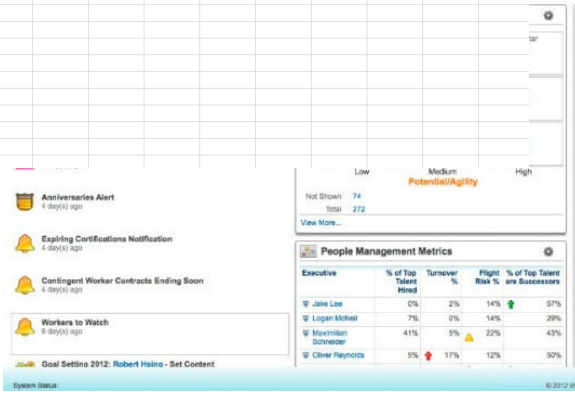
RFP Process- Which vendor is best?













Attachment: Development Services Permitting Software RFP BOS Presentation [Revision

RFP process - Finding the Best Fit

- Considered project goals and technical specifications
  - Who is best positioned to achieve them?
  - Who understands your project?
- People matter
  - Interview consultants
  - Beware of the “A” team vs. “B” team
- The project is more than software
  - Implementation matters
  - Quality
  - Long-term success

If it's too good to be true, it probably is

- No software will work out of the box
- The permit software is not the answer for everything
- Faster is not always better
- You get what you pay for

  Lowest price is not always cheaper



RFP Process Vendor Selection

Three proposals received

- **Avocette (Accella)**
- **Citizenserve**
- **Tyler Technologies**

Rigorous process

Detailed technical specifications checklist in RFP

- RFP - Ranking by team

Presentation and Discovery Sessions Demonstration and interview rounds

- Ranking by team

Robust and Representative Evaluation Team

Attachment: Development Services Permitting Software RFP BOS Presentation [Revision

RFP Process Vendor Selection

Tyler Technologies

- Great references
- Project Fees and Professional Services - $236,556
- Software - Total 5 Year Costs $820,474
- Total 5 Year Proposed Price - $1,057,030
- Negotiating contract

Attachment: Development Services Permitting Software RFP BOS Presentation [Revision

Tyler Techonlogies Graphic



Attachment: Development Services Permitting Software RFP BOS Presentation [Revision

Procurement and Implementation

Goal - to complete contracting this Summer

Set final Procurement/ Schedule

Implementation start in September/October

Attachment: Development Services Permitting Software RFP BOS Presentation [Revision

Goal of Contract Negotiations

Risk Transfer

- Financial
- Effort
- Time
- Scope
- Quality
- Blame



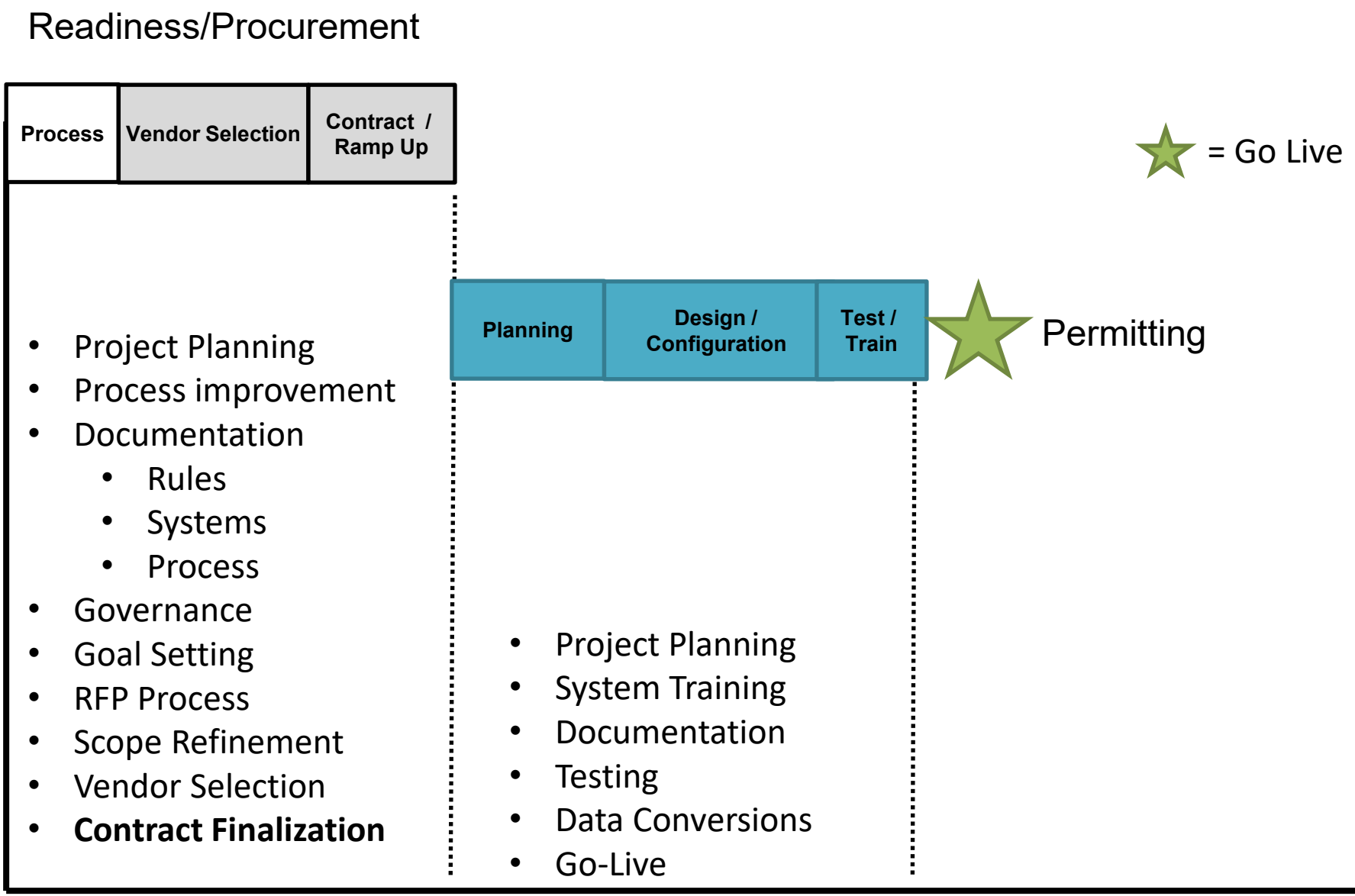
Attachment: Development Services Permitting Software RFP BOS Presentation [Revision

Characteristics of Successful Implementations

- Strong leadership
- Commitment of resources
- Focus on business process
  - Standardization
  - Simplification
- Manageable scope
- Accountability to goals
- Documentation and testing
- Ability to make decisions QUICKLY
- Think long term

Attachment: Development Services Permitting Software RFP BOS Presentation [Revision

Implementation Project Phases



Attachment: Development Services Permitting Software RFP BOS Presentation [Revision

Questions?

Mariposa County Development Services Land Management Permitting Software

MARIPOSA COUNTY

County Counsel · (209) 966-3222

MEETING: August 24, 2021

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Closed Session Conference with Legal Counsel: Existing Litigation

---

[X] **CONFERENCE WITH LEGAL COUNSEL**:

[X] **Existing Litigation: In Re: National Prescription Opiate Litigation; United States District Court Case No. 1:18-AT-336**

[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**

[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))

[ ] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review: (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property:
Agency negotiator:
Negotiating parties: (Specify name of party or parties (not agent)):
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:
Title of officer of law enforcement agency:

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

Agenda Item - No Resolution Requested

RESULT: **WITHDRAWN**

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2021-500

MEETING: August 24, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic

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RECOMMENDATION AND JUSTIFICATION:

PUBLIC HEARING: Adopt Resolution Approving GPZA No. 2020-054, Parcel Merger No. 2020-055, and Design Review No. 2020-056 with Findings and Conditions, Including the Finding that the Project is Exempt from Environmental Review, with the Land Use Change and Design Review Approval Effective on the Effective Date of the Zone Change. MACT Health Board Inc., Applicant. 5204 and 5192 Hospital Road, Mariposa, Assessor Parcel Numbers 013-020-003, 013-020-034, and 13-020-036.

This is the Planning Commission's recommendation.

Project Description Summary:
General Plan/Area Plan/Zoning Amendment No. 2020-054:
Change in the land use and zoning designation for two parcels, APN 013-020-034 and APN 013-030-036 from Multi-Family Residential to Professional Office in order to construct a dental office building on the site.

Parcel Merger No. 2020-055
The project proposes to merge three (3) Assessor Parcel Numbers [two (2) legal parcels pursuant to the Subdivision Map Act], Parcel A of the merger is 0.52 acre (22,651 square feet and involves two separate APNs, assigned for tax assessment purposes) and Parcel B is 1.03 acre (44,866 square feet). The merger is necessary for the Dental Clinic design to meet required development standards. The combination of the merged parcels will result in a single parcel that exceeds the minimum parcel size of 9,000 square feet for the Professional Office Zone. If approved, the existing MACT Health Clinic and the proposed new Dental Clinic would be located on one parcel as a result of the merger.

Design Review No. 2020-056
Proposal for a new Dental Clinic of 4,885 square feet (adjacent to the existing MACT Health Clinic), parking (17 new spaces), landscaping, signage, frontage improvements and access from Hospital Road.

Recommended Action:

The Planning Commission recommends that the Board of Supervisors adopt a resolution approving General Plan/Area Plan/Zoning Amendment (GPZA) No. 2020-054, Parcel Merger (PM) No. 2020-055, and Design Review (DR) No. 2020-056 with findings and conditions, including a finding that the project is exempt from environmental review, with the land use change and Design Review approval effective on the effective date of the zone change.

The Planning Commission also recommends that the Board of Supervisors accept the improved segment of Hospital Road fronting the project site into the county maintained road system. This action will be brought to the Board at a future date, by the Public Works Department.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
No Board actions have occurred on this item to date.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Amend the conditions of approval.
Negative action would result in denial and no project.

ATTACHMENTS:
Staff Report (PDF)
Attachment A- Project Plans (PDF)
Attachment B- Draft BOS Resolution (PDF)
Attachment C- MACT Draft NOE (PDF)
Attachment D- PC Resolution (PDF)
BOS PPT PRESENTATION (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Miles Menetrey
ABSENT: Wayne Forsythe

MARIPOSA PLANNING STAFF REPORT

From: Sarah Williams, Planning Director

Prepared By: Steve Engfer, Senior Planner

Board of Supervisors Meeting Date: August 24, 2021

PROJECT: **General Plan/Area Plan/Zoning Amendment (GPZA) No. 2020-054, Parcel Merger No. 2020-055, and Design Review (DR) No. 2020-056.**

APPLICANT: M.A.C.T. Health Board, Inc.

LOCATION: The project is located at 5204 Hospital Road and 5192 Hospital Road in the community of Mariposa.

DISTRICT: District 4: Supervisor, Wayne Forsythe; Planning Commissioner, John McCamman

NOTICING:
Gazette Ad: August 12, 2021
Mailed Notice: August 4, 2021
Posted Notice: August 4, 2021

COMMISSION ACTION: **The Planning Commission recommends that the Board of Supervisors:**

1) **Adopt a resolution approving General Plan/Area Plan/Zoning Amendment (GPZA) No. 2020-054, Parcel Merger (PM) No. 2020-055, and Design Review (DR) No. 2020-056 with findings and conditions, including the finding that the project is exempt from environmental review, with the land use change and Design Review approval effective on the effective date of the zone change, and**

2) Adopt an ordinance amending the Zoning from Multi-Family Residential to Professional Office on APNs 013-020-034 and 013-030-036 pursuant to GPZA No. 2020-054.

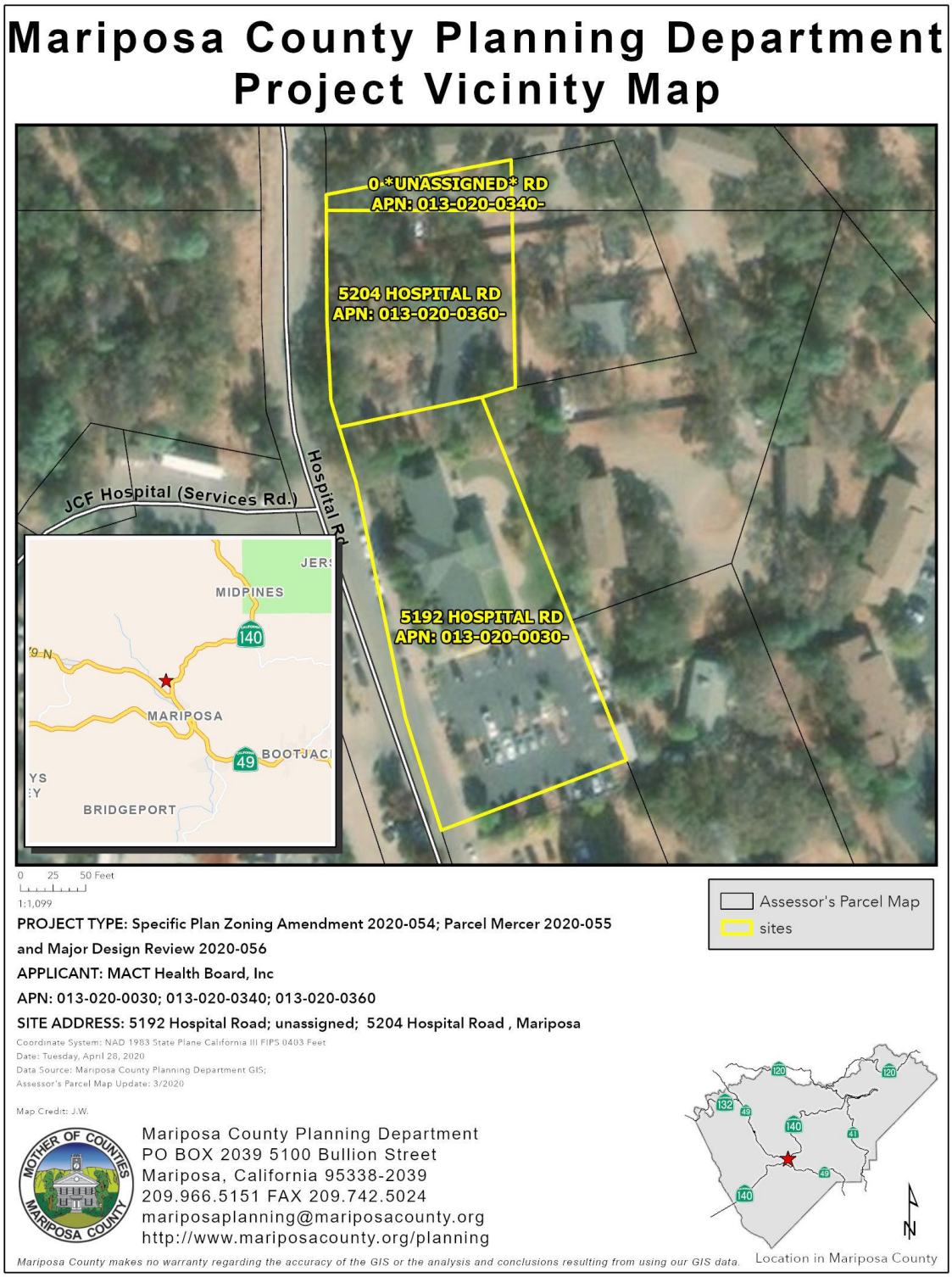
3) Accept the improved segment of Hospital Road fronting the project site into the county-maintained road system. This item will be brought to the Board of Supervisors at a later date, by the Public Works Department.

STAFF SUMMARY ANALYSIS:

The project site is located just to the north of John C. Fremont Hospital and adjacent to the MACT Health Clinic. The project involves three parcels: Assessor's Parcel Numbers (APNs) 013-020-0030, 0340, and 0360. (The latter two APNs are one legal parcel but are separated for tax assessment purposes.) The current zoning on APNs 0340/0360 is Multi-Family Residential within the Mariposa Town Planning Area Town Plan. The applicant proposes to change the zoning and land use designation on this 0.52-acre area to Professional Office to allow the dental office use and construction of a 4,885 sq. ft. dental office building. This parcel currently contains a 2,917 sq. ft. residence that will be removed to construct the dental office building. APN 013-020-0030 (5192 Hospital Rd.) is currently 1.03 acres in size and contains the existing 4,775 square foot Indian health clinic. The parcel merger will merge the parcels into one parcel of 1.55± acres in size. The proposed dental office building would then be located on the same parcel as the existing MACT Health Clinic after the parcel merger. Construction of the new 4,885 square foot dental office building is subject to all applicable design review standards contained in the zoning standards for the Mariposa Town Planning Area.

Attachment: Staff Report (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

Figure 1- Vicinity Map



Attachment: Staff Report (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

Figure 2 - Parcel Merger Map

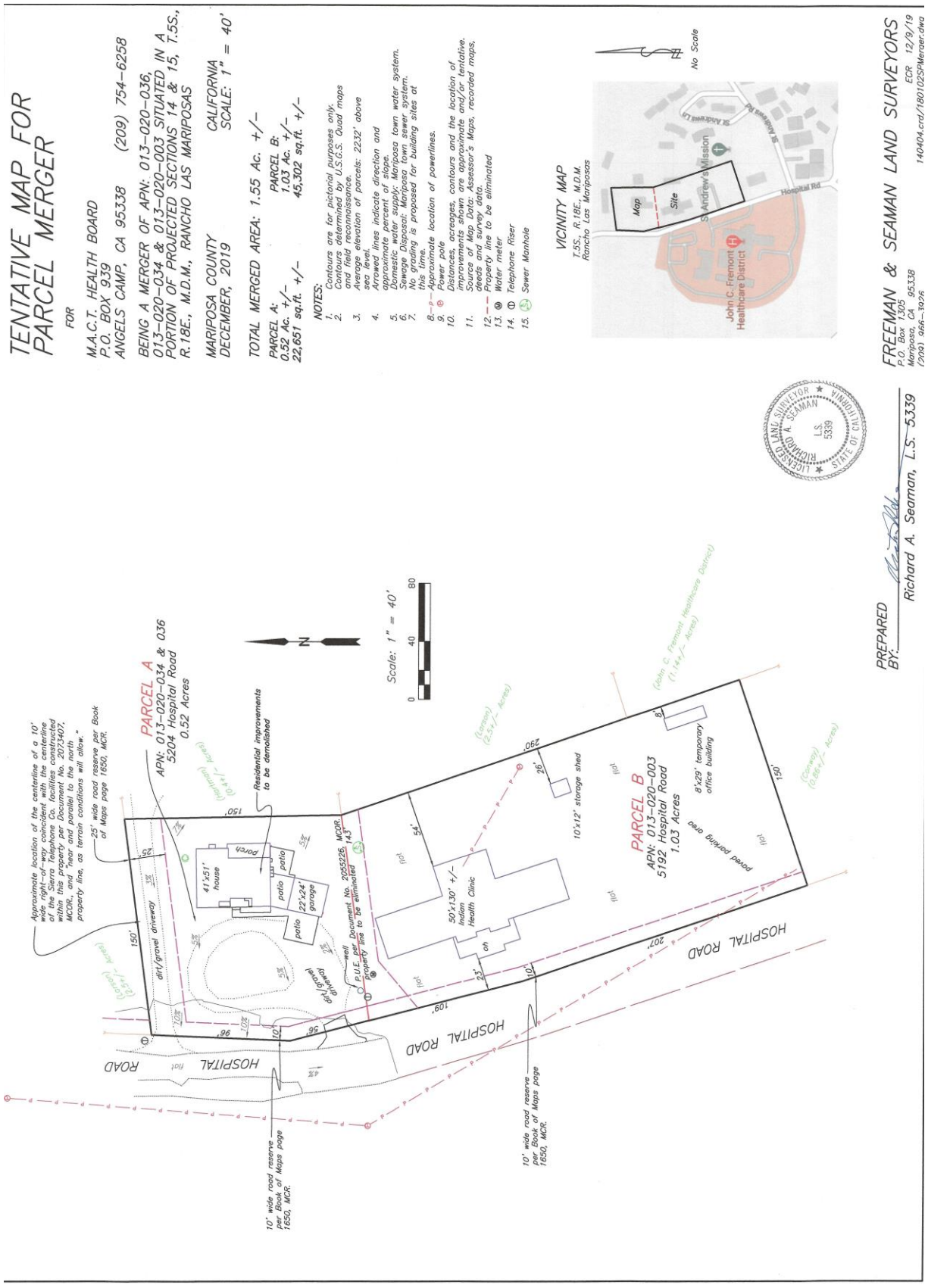
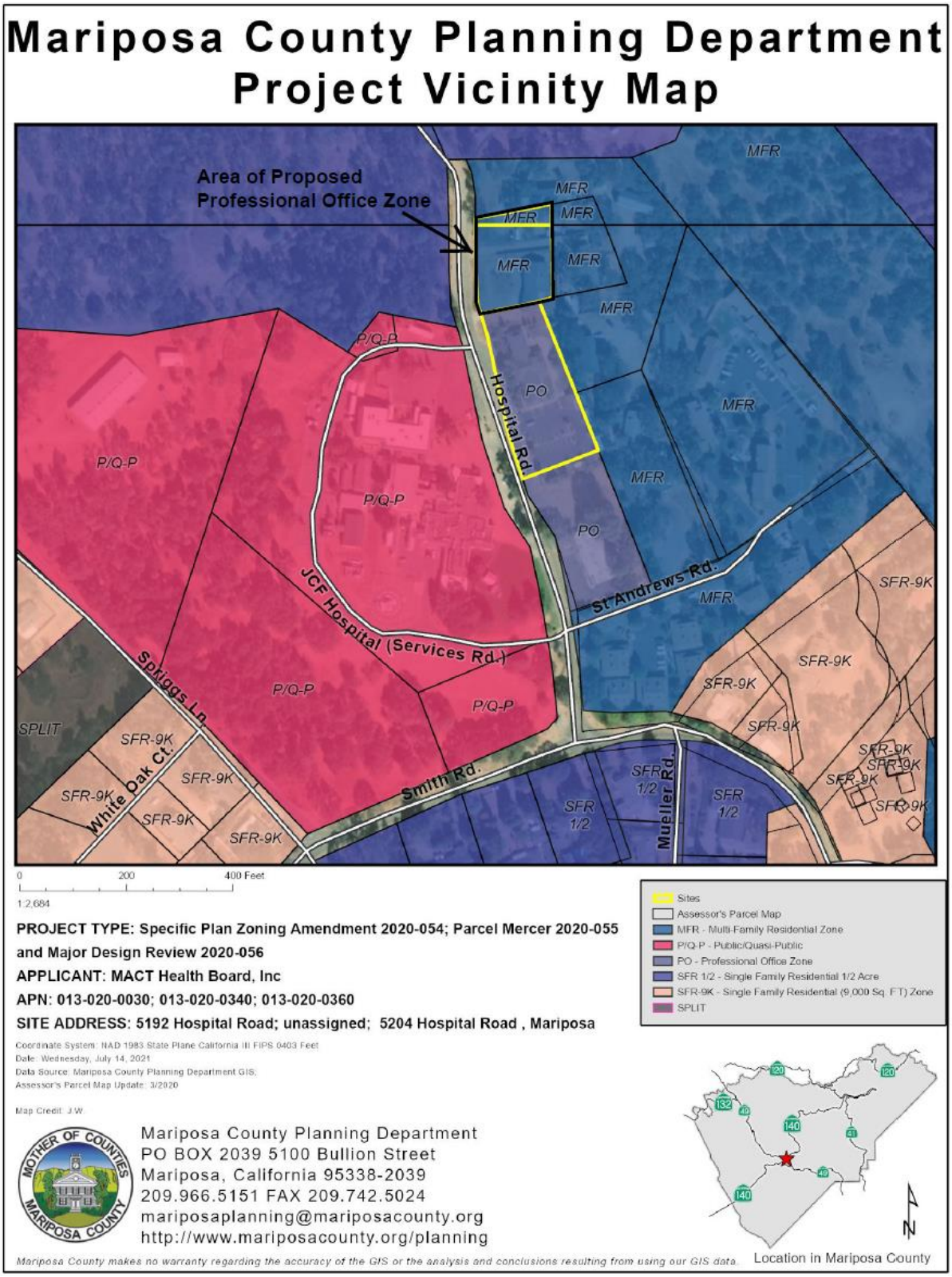
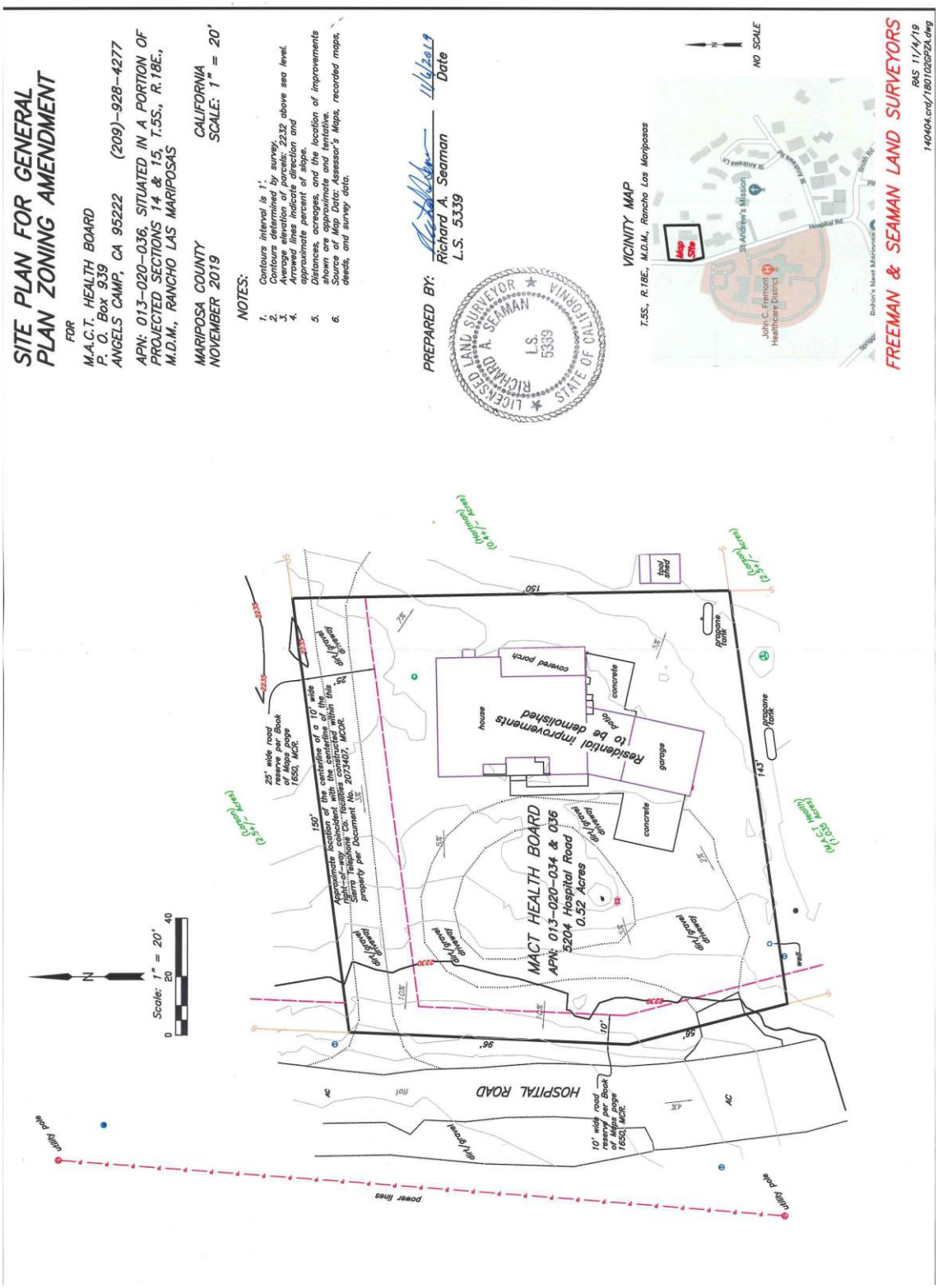


Figure 2- Zoning Vicinity Map



Attachment: Staff Report (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

Figure 3- General Plan/Zoning Amendment Map



Attachment: Staff Report (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

Description of Project

There are three components to the project: an amendment to the land use and zoning map for the Mariposa Town Planning Area Specific Plan, a parcel merger, and a design review for the entirety of the project. The Mariposa Town Planning Area (TPA) Town Plan is a component of Volume II of the Mariposa County General Plan; therefore, a general plan amendment is required to be processed for the project. As noted, the project involves three parcels; Assessor's Parcel Numbers are as follows:

013-020-034 (unassigned address)
013-020-036 (5204 Hospital Road)
013-020-003 (5192 Hospital Road)

General Plan/Area Plan/Zoning Amendment No. 2020-054 involves the following:

Change in the land use and zoning designation for two parcels, APNs 013-020-034 and 013-030-036 from Multi-Family residential to Professional Office in order to construct a dental office building on the site. It is currently zoned Multi-Family Residential. ***(See Figures 2 and 3 for current/proposed zoning and land use.)***

Parcel Merger No. 2020-055

The project proposes to merge three (3) APNs (2 legal parcels) owned by the same party, pending approval of the proposed GPZA. Parcel A of the merger is 0.52 acre (22,651 square feet and involves two APNs (separate APNs are for tax assessment purposes only) and Parcel B is 1.03 acre (44,866 square feet). Both parcels exceed the minimum parcel size of 9,000 square feet for the Professional Office Zoning. The combination of the two (2) parcels will also result in a single parcel that exceeds the minimum parcel size of 9,000 square feet for the Professional Office Zone. Both Parcel A and Parcel B front Hospital Road and have access via Hospital Road. (Any changes to encroachments will require Public Works approval as part of the Design Review). The proposed parcel configuration and site layout (DR 2020-056) conform to setback requirements for the proposed Professional Office Zone. Both parcels were conforming with regards to the 4:1 lot length to width ratio and will remain conforming after the parcel merger.

Design Review No. 2020-056

The project is in the Design Review Overlay District and subject to the design review standards contained in the Mariposa Town Planning Area Town Plan. Chapter 17.66 of Title 17 describes the purpose of the design review overlay district as the following:

> *The Design Review Overlay zone is an overlay district which is intended to be combined with any other district in which it is determined desirable to protect the overall appearance of the district by regulating the design of new structures and changes in the appearance of existing structures. The purpose of this district is to ensure that proposed buildings, structures, signs, and landscaping and modifications to buildings, structures, signs, and landscaping within these areas are in harmony with the surrounding areas. The intent of the zone is to enhance tourism and to stabilize and increase property values. This district may be applied to areas containing public or private buildings and lands exhibiting unique architectural themes and/or scenic beauty.*

The existing MACT Health Clinic medical building underwent design review when it was originally constructed. The proposed new 4,885 sq. ft. dental office building is subject to design review standards. The project will take access from Hospital Road. Water and sewer service to the entirety of the project will be provided by the Mariposa Public Utility District. Sufficient water for domestic and firefighting purposes will be required.

(Attachment A - Project Plans)

Attachment: Staff Report (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

Comprehensive design review standards that will apply to this project are found in Section 17.336.060 – *Architectural theme and development guidelines for the design review overlay zone* of Title 17. They are included under the general headings of:

- ***Site Development Standards*** (minimization of grading; maximum building area for development; desirable and appropriate transition from street to building; preservation of unique natural features; potential clustering of buildings; active and passive solar; establishing Mariposa Creek as open space; and undergrounding of utilities)
- ***Building Design Standards*** (diversity of architectural styles commensurate to what is appropriate in Mariposa; incorporation of functional elements of the historic buildings of the region; appropriate scale; design and character of buildings should not conflict with adjoining development; avoidance of monotony in design involving multiple buildings; base colors; placement and screening of mechanical equipment)
- ***Landscaping Standards, including for parking areas*** (inclusion of existing and planned vegetation, fences, walls, pedestrian ways; screening of unsightly areas; use of landscaping for screening for mechanical and electrical equipment, service areas; landscaping shall not obstruct sightlines for safe vehicle and pedestrian circulation, and not interfere with public utilities; use of indigenous water conserving plants; incorporation of natural topographic and vegetative elements; landscaping for parking areas; perimeter landscaping; use of vegetation to direct pedestrians safely to their destinations; protecting vegetated areas using curbing, fencing or walls; size of vegetation at time of planting; and landscaping maintenance.)
- ***Sign Standards*** (integration into building design; constructed of natural materials; sign size; limitation on graphic elements; use of on-site directional signs; no extension above roofline of buildings; prohibition of off-site signs; and window signs.)

In order to approve a design review application for this project site it must be found that the project proposal conforms to the architectural theme and development guidelines established by the Board of Supervisors pursuant to Mariposa County Code and subsection 17.336.060 (Design Review Overlay).

In addition, the project is subject to all applicable standards contained in Chapter 17.336 – *Supplementary Development Standards*, of Title 17. This chapter includes standards for setbacks from property lines and streets, setbacks from drainage ways; building height standards; parking standards, and improvement standards.

The clinic will have a vestibule entryway which leads into a large circular waiting room. There will be eight (8) dental chairs, with two (2) hygienist chairs and six (6) operative chairs. There will also be three (3) office spaces with a reception room and other utility rooms, stations, and labs necessary for operation. An asphalt concrete parking lot consisting of seventeen (17) spaces will also be constructed to serve the clinic. Calculations for parking space consistency with the standards of the Mariposa Town Planning Area Town Plan are shown further in this report.

Design Review Submittal:

The project applicant has submitted plans that include exterior elevations for the proposed structure, landscaping and signage. The building materials consist of stucco walls in color matching the adjacent medical office building, standing seam metal roof panels green in color to compliment surrounding residential and medical office's green asphalt shingles and trims. The proposed theme is designed to accentuate architectural treatments and color scheme colors compatible with the vicinity and also carry a design in line with the MACT Health Board branding.

Proposed signage includes two matching monument signs, one for a replacement at the existing MACT Health Clinic and one for the new Dental Clinic. Both include rock base and color scheme designed to match existing MACT Health Clinic and proposed Dental Clinic color schemes.

Attachment: Staff Report (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

Project Background Data

Existing Zoning: The 0.52 acres proposed for rezone is currently zoned Multi-Family Residential within the Mariposa Town Plan Area Design Review Overlay Zone.

General Plan: Mariposa Town Planning Area.

Current Land Use: Single family residence.

Adjacent Property:

	Size (in acres)	Zoning	Use
North/East/Southeast	2.63	Multi-Family Res.	Apartments/residence
South	1.03	Professional Office	Medical clinic
Southwest	7.15	Public Quasi Public	Hospital
West/Northwest	44.12	SFR ½ acre	Vacant

Site Topography And Vegetation: The site that will contain the dental office building has grades of 2% to 10%. The area of proposed improvement generally has slopes of 5%. The existing house on the site will be removed during project implementation. Vegetation is consistent with adjacent properties.

Project Analysis

Agency Comments

Requests for comments were originally solicited for this project in May of 2020. The project underwent a revision and a second request for comments was sent to agencies in September of 2020. The project applicant further revised the project to address drainage and site configuration issues raised by agencies in February of 2021 and May of 2021.

Requests for comments were sent to the following agencies: Mariposa County Public Works, Mariposa County Environmental Health Unit, Mariposa County Fire Department, Mariposa County Assessor, Mariposa County Building Department, Mariposa County Sheriff, California Department of Fish and Wildlife, Mariposa County Resource Conservation District, Mariposa County Unified School District, CAL FIRE, Pacific Gas & Electric, Sierra Telephone, and the Mariposa Public Utility District. Notices as mandated by state Government Code were sent to Native American contacts for Mariposa County as maintained by the Native American Heritage Commission. That process is described further in this staff report.

Responses were received from the following agencies: Mariposa County Public Works, Sierra Telephone, and the Mariposa Public Utility District.

Public Works:
Public Works comments related to requirements to complete the parcel merger; the necessity to dedicate a public easement which encumbers the proposed sidewalk improvements and provision for public utilities; the creation of a road reserve within the existing 25-foot wide access to APN 013-020-35/037, which will also involve the creation of an easement for public utilities; and the necessity for the project plan to delineate easements and exceptions called out in the Parcel Map Guarantee (before proceeding, the impacts on existing rights must identified).

Attachment: Staff Report (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

Public Works also commented that the project fronts a portion of Hospital Road that is outside the county road maintenance system. That portion of road is also substandard for the type of use proposed. Hospital Road should be improved to a level to meet the demands of the project and existing uses. Since the project is a commercial project within the Mariposa TPA, street parking as frontage improvements must be considered.

Comments were addressed as the project applicant redesigned the project layout, including required frontage improvements. This was the result of site visits, survey work, and subsequent work between the County Engineer and the project applicant team.

The revised project plan set dated May 20, 2021 (Attachment A- Project Plans) address the comments as follows:

- Frontage improvement on Hospital Road. The proposed redesign includes extension of Hospital Road to meet County Road Improvement and Circulation Policy Requirements with a curb, gutter and sidewalk on the project frontage.
- Recommendation by Public Works for the frontage section to be included in County Maintained Road system.
- Draining improvements – on site drainage redesigned; road drainage being addressed through County Engineer Review of final project engineering prior to grading or building permit issuance.
- Access to offsite parcel is maintained.
- Parcel merger requirements to be met prior to building permit final.

Conditions of approval require final building design and plans be approved prior to the grading or building permit issuance to verify that all Public Works requirements are met.

Sierra Telephone:
Sierra Telephone commented that the company has no objections to the project as long as its rights, as granted on recorded easements, are not abridged.

MPUD:
MPUD provides public water, wastewater and fire protection services to the parcels. MPUD commented that it has an easement for public utility purposes on APN 013-020-003. Buildings or permanent improvements shall not be placed on the easement at any time. The parcels are within the MPUD Assessment District 94-1 (Saxon Creek). Payment of the unpaid portion of assessments for the three parcels identified in the parcel merger must be made prior to approval of the merger. MPUD also described its infrastructure located in the area and utility construction and connection requirements. The project proponent will be required to provide a fire flow analysis in compliance with California Fire Code requirements and mitigate any fire flow deficiencies, which may include structure modifications, public water main improvements and/or approved commercial fire sprinkler system. Fire hydrants will be required to be installed according to the MPUD's Fire Protection Ordinance. The District, in conjunction with the State Fire Marshal representative will make final determination of fire flow requirements. In its review of revised site plans submitted to the Planning office in early February, MPUD described the level of detail in drawings that will be required to be submitted to MPUD for review and approval in order for the facility to connect to the district's facilities. All MPUD requirements will be met through conditions of approval placed on the Design Review component of the project, including any need for future reapportionment. MPUD requirements will be met during the building permit stage of project implementation.

Attachment: Staff Report (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

Practical Concerns

Planning evaluated the project for the following issues:

Current Zoning Feasibility: The existing zoning on the project site would not allow the professional office development proposed. The rezone of property from the Multi-Family Residential zone to the Professional Office zone is necessary to implement the project.

Project Aesthetics

Design Review: The project site is located within the Design Review Overlay Zone, which applies to all properties within the Mariposa Town Planning Area (TPA). This overlay zone regulates the design of new structures and ensures that new structures and overall site design are "…in harmony with the surrounding properties and areas." As such, as part of the project, Design Review No. 2020-008 is also being reviewed. In order to process the project, the applicant has submitted proposed conceptual elevations and site plans. Conditions of approval are recommended as part of the Design Review to ensure compliance with the Design Review requirements. Design review and approval of final plans will occur at the Planning Director level. Details of the design review are included in the Required Development Standards section below.

Required Development Standards:

1. ***Setbacks:*** Commercial uses front yard setbacks shall be a minimum of thirty (30) feet from the centerline of a local street or ten (10) feet from the nearest point on the edge of a right-of-way boundary of a state highway. There are no mandatory side and rear yard setbacks. Appropriate setbacks shall be determined based upon design review considerations, circulation, and loading/unloading needs.

2. ***Building Height:*** Section 17.336.020 limits the height of buildings and structures to two (2) stories or thirty-five (35) feet as measured from the natural grade, whichever constitutes the greatest height. The site plan shows that the dental office structure will comply with this standard.

3. ***Parking Standards:*** The applicant proposes to merge the new dental clinic parcel with the adjacent existing medical facility parcel, also owned by MACT Health Board Inc. This merger will allow the applicant to utilize the existing parking as well as the proposed parking lot to accommodate both the existing medical facilities and the proposed dental clinic. Section 17.336.030 of Title 17 establishes parking standards for new developments depending on the type of use. Medical offices require one (1) parking space for each two hundred (200) square feet of gross floor area, except for floor area used exclusively for storage. Currently, the medical office building provides 37 parking spaces, which exceeds the required number of spaces of 24 by 13 spaces. The new dental office building is also required to provide 24 spaces (could be slightly less due to the existence of a storage room as shown on the building plans). Based upon total square footage of the two facilities, the total number of spaces that would be required at the medical/dental office complex is 48. The dental office will provide 17 spaces bringing the total number of spaces provided at the complex to 54, six more than is required.

   Parking Lot Shading
   The dental office building will be required to comply with parking lot shading requirements contained in Section 17.336.060. This code section mandates that 30% of the 17-space lot will be required to be shaded.

4. ***Design Review Overlay Theme and Guidelines:*** Section 17.336.060 establishes standards that apply to all commercial development. Based on the conceptual stage of some of the information, conditions of approval are included as part of the Design Review action to ensure compliance with all requirements.

Attachment: Staff Report (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

These requirements include site development (grading), landscaping standards, parking lot shading requirements, and sign standards. The building design as shown on the example photographs generally meets the guidelines for building design standards. A condition of approval will require that selected colors for the buildings comply with the standard that the base color buildings should be light colors in warm tones. Trim may be brighter or darker. All mechanical equipment will need to be screened.

5. Declarations, Covenants and Restrictions
Mariposa County does not have any authority to enforce covenants, conditions and restrictions, or similarly worded regulations, that govern the development of private property. They are enforced by the owners of properties covered under such agreements. However, it should be noted that the 0.52-acre property at 5204 Hospital Road, the property proposed for rezone, is governed by Declarations, Covenants and Restrictions (DC&Rs), according to the title report prepared for the property. The DC&Rs were created as part of a grant deed for the property recorded on May 17, 1968, and the regulations involved other properties.

   Among the series of DC&Rs listed in the grant deed for the parcel there was a prohibition on any non-residential development. Commercial enterprises were specifically prohibited at that time.

   The DC&R's were subsequently amended, to allow the professional office uses for the subject property and the adjacent property on which the existing medical office is located, that is also governed by the same declarations, covenants and restrictions.

   While the DC&Rs are not part of the review and consideration of this project by the Planning Commission and Board of Supervisors, staff included this information as background.

Access/Road Improvements/Road Maintenance:
Access Road Improvements: The new dental clinic is estimated to generate approximately 120 ADT based on the 25 ADT/1,000 square foot of office space defined in the County's Road Improvement and Circulation Policy (RICP) and therefore meets the requirements for additional improvements as required by Section17.336.050. The RICP defines frontage improvements as:

"These are improvements made along existing roads within a project parcel or where any property line is shared with a road, such as a County Road."

For this specific project, the only portion with County Road frontage is the western property line along Hospital Road. The project is proposing to take access from Hospital Road. Therefore, frontage improvements will be required. An analysis was performed using historic traffic counts from the intersection of Hospital Road and Smith Road, averaging 1,350 ADT and the estimates of additional traffic generated by the project (120 ADT as described above). The total estimated 1,470 ADTs would require a Town Class IV road, which is a paved, 24-foot wide road with parking on both sides and curb and gutter on one side. The Public Works department has informed the Planning Department that they could support a waiver of the installation of parking on both sides of the road.

Public Works recommends that the project Hospital Road extension (along site frontage) be taken into the County Maintained Road system upon meeting the County requirements. The Planning Commission also recommends that the Board accept the segment into the county system for maintenance. (Attachment D- PC Resolution 2021-013). This action will be brought to the Board at a later date, by the Public Works Department.

Utilities: This property is located within the Mariposa Public Utility District (MPUD) and is required to connect to the District's water and sewer service. These connections will be required to meet MPUD standards and specifications. All other utilities such as, electrical and telephone, are required to be undergrounded within

Attachment: Staff Report (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

the project site. A condition of approval will require that all utilities be undergrounded as required by County code.

There is an existing easement for public utility purposes located on APN 013-020-003, the parcel on which the existing medical office is located, and MPUD requires that no buildings or permanent improvements be placed on the easement at any time. Final site design plans require MPUD approval prior to building or grading permit issuance to ensure the requirement is met.

On-Site Drainage:
The redesign of the project addressed Public Works initial concerns relating to the originally proposed stormwater retention basin and site drainage. Final plan verification by County Engineer will occur at time of grading and/or building permit review.

Use Standards:

1. ***General Plan Compatibility:*** The project site is located within the Mariposa Town Plan area and is currently in the Multi-Family Residential land use designation of the Mariposa Town Planning Area Specific Plan. The project proposes to change the land use designation on APNs 013-020-034 and 036 (0.52 acres after merger) to Professional Office to allow for the construction of the dental office building. The Mariposa Town Planning Area Specific Plan is part of Volume II of the General Plan.

2. ***Current Zoning Feasibility:*** Current zoning does not allow the intended professional office use proposed on the site. Therefore, the applicant has requested the Multi-Family Zoning on parcels 013-020-034 and 036 be rezoned to Professional Office to accommodate the dental office building.

3. ***Proposed Zoning Feasibility:***

   Per County Code Section 17.318.010 – Professional Office (PO) Zone:

   > This zoning classification is designed to provide areas for the development of business and professional office uses with related business and institutional uses to the exclusion of retail business in general. It is intended that PO areas, and the uses therein, will be compatible and convenient to residential areas and the general business area.

   Prior to development and building permit issuance the project must obtain approval of additional project detail information. Design Review conditions must be met prior to building permit issuance/completion.

   The Board of Supervisors must be able to make all findings required for a zoning amendment in order to approve the zoning amendment from Multi-Family Residential to Professional Office. In turn, the dental office cannot be considered without the zoning amendment.

Development Standards:

Constructability:

1. **Utilities:**
   This property is located within the Mariposa Public Utility District (MPUD) and is required to connect to the District's water and sewer service. These connections will be required to meet MPUD standards and specifications. All other utilities such as, electrical and telephone, are required to be undergrounded within the project site.

Attachment: Staff Report (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

There are utility easements on the project site, including for MPUD, Sierra Telephone, and PG&E that will be required to be accommodated by project design or relocated.

2. **Fire Flow:**
   Fire flow will be required to meet the approval of MPUD and the state Fire Marshall.

3. **Grading and Drainage:**
   The project will be subject to all applicable grading standards contained in Appendix J of the California Building Code as adopted by the Board of Supervisors as well as standards contained in the Mariposa Town Planning Area Town Plan. The project applicant has submitted a grading plan for the project. Final plans will be reviewed by the County Engineer as a part of the grading and building permit process to ensure requirements are met.

Consistency with the Goals, Policies and Objectives of the 2019-2024 Housing Element

The density standard for multi-family residential uses in the Multi-Family Residential zone within the boundaries of the Mariposa Town Planning Area Specific Plan is 4,000 sq. ft. of land area for the first multi-family unit and 1,500 sq. ft. for each additional residential unit, exclusive of road easements. The Mariposa County 2019-2024 Housing Element, adopted in August of 2019 and certified by the State Housing and Community Development Department in October of 2019, uses a dwelling unit per acre density of 26 for the Multi-Family Residential zone in Mariposa. This means that the maximum density for the 0.52 acres that is proposed to be rezoned from Multi-Family Residential to Professional Office would be 13 units. It would be unlikely that any site would support that density due to the placement of parking lots, landscaping, common areas, walkways, etc. However, that is the maximum density. Table 8.4-2 – Land Suitable for Residential Development/Housing Unit Development Potential in the Housing Element uses a default density of 10 units per acre in the calculation of lands zoned for multi-family residential development for lower income households in the community of Mariposa, in accordance with State Government Code §65583.2(c)(3)(B). (The Housing Element states : "In addition, twenty percent (20%) of the developable acreage for sites zoned for Multi-Family Residential uses is assumed to be reserved for setbacks, landscaping, rights-of-way, off-street parking, etc. meaning net acreage was used to calculate assumed housing units.") Using the maximum density figure, the maximum multi-family residential development on the subject 0.52 acres would be 13 units as noted above; using a figure of 10 units per acre would yield a total of five (5) units. Table 8.4-2 of the Housing Element shows that there are 18 parcels zoned Multi-Family Residential in Mariposa that would yield 1,011 units, using the lower 10 units per acre default density figure. The project site is considered in these figures.

The Housing Element addresses Mariposa County's requirement to provide its share of the Regional Housing Needs Allocation (RHNA) as calculated by the State Housing Community Development Department. The Housing Element states that Mariposa County must accommodate 195 additional housing units countywide between December 31, 2018, and August 31, 2024, or 39 dwelling units per year. There is sufficient multi-family residential land available in the community of Mariposa to help meet the five-year RHNA mandate. The removal of 0.52 acres of multi-family residential land as proposed by this project, which would remove land that could accommodate five multi-family units, would not cause a failure by Mariposa County to meet its state mandate. Thirty-seven of the 195 state-mandated units must be for the moderate-income group and 81 must be for the above moderate-income group. The number of housing units the County must accommodate in the moderate to above moderate groups is 118 over the next five years. Although the project proposes removing 0.52 acres of land from the Multi-Family Residential zone, the overall effect on the County's ability to meet its RHNA obligation is not significant.

It should be noted that Mariposa County approved the Creekside Terrace project in 2019. This project, proposed for the community of Mariposa, will provide 42 low-income apartments. Construction of the project

Attachment: Staff Report (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

has commenced. The County approved the Brown Bear project in 2020. This project would provide 96 apartments for the workforce sector. Ninety-six apartments would supply 81% of the required RHNA five-year mandate for the moderate to above moderate-income groups.

The removal of 0.52 acres from the Multi-Family Residential zone would not have a significant impact on the County's ability to meet its RHNA requirements.

Environmental Review

The project site and general area has been developed with single- and multi-family residential uses; professional office uses and public quasi-public uses (JCF Hospital). The 0.52-acre area proposed for rezone has been significantly disturbed by the development of a single-family residence. The project will be subject to all existing requirements relating to grading, drainage, construction, access, and improvements. The demolition of the existing residence and the construction of the dental office building will be subject to all existing permitting requirements. Based upon these factors, it can be determined that this project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) – common sense exemption – (there is no possibility the activity in question may have a significant effect on the environment), CEQA Guidelines. Recommended project findings include an environmental finding.

Native American Consultation:

Since this project is a General Plan and Specific Plan amendment the County was required to provide opportunity for Native American tribes on the Mariposa County contact list to request a consultation on the project. The tribe contact list is maintained by the state Native American Heritage Commission.

In accordance with the process mandated by state Government Code Section 64352.3, Planning staff mailed certified letters, dated May 8, 2020, to the County's prescribed Native American contacts notifying them that they had the requisite time as mandated by State law (90 days) to request a consultation on the project. The consultation request period ended on August 6, 2020. None of the three tribes that were sent notifications requested a consultation. The Southern Sierra Miwuk Nation commented that the tribe had no concerns regarding zoning issues and that they would like to see the project expedited.

Attachment A - Project Plans
Attachment B - Draft BOS Resolution
Attachment C - Proposed Notice of Exemption
Attachment D – Planning Commission Resolution 2021-013

Recommended Project Findings

Are as shown in the Draft Board Resolution

Recommended Project Conditions

Are as shown in Draft Board Resolution

Attachment: Staff Report (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

M.A.C.T. HEALTH BOARD, INC.
NEW DENTAL CLINIC
DESIGN REVIEW SUBMITTAL

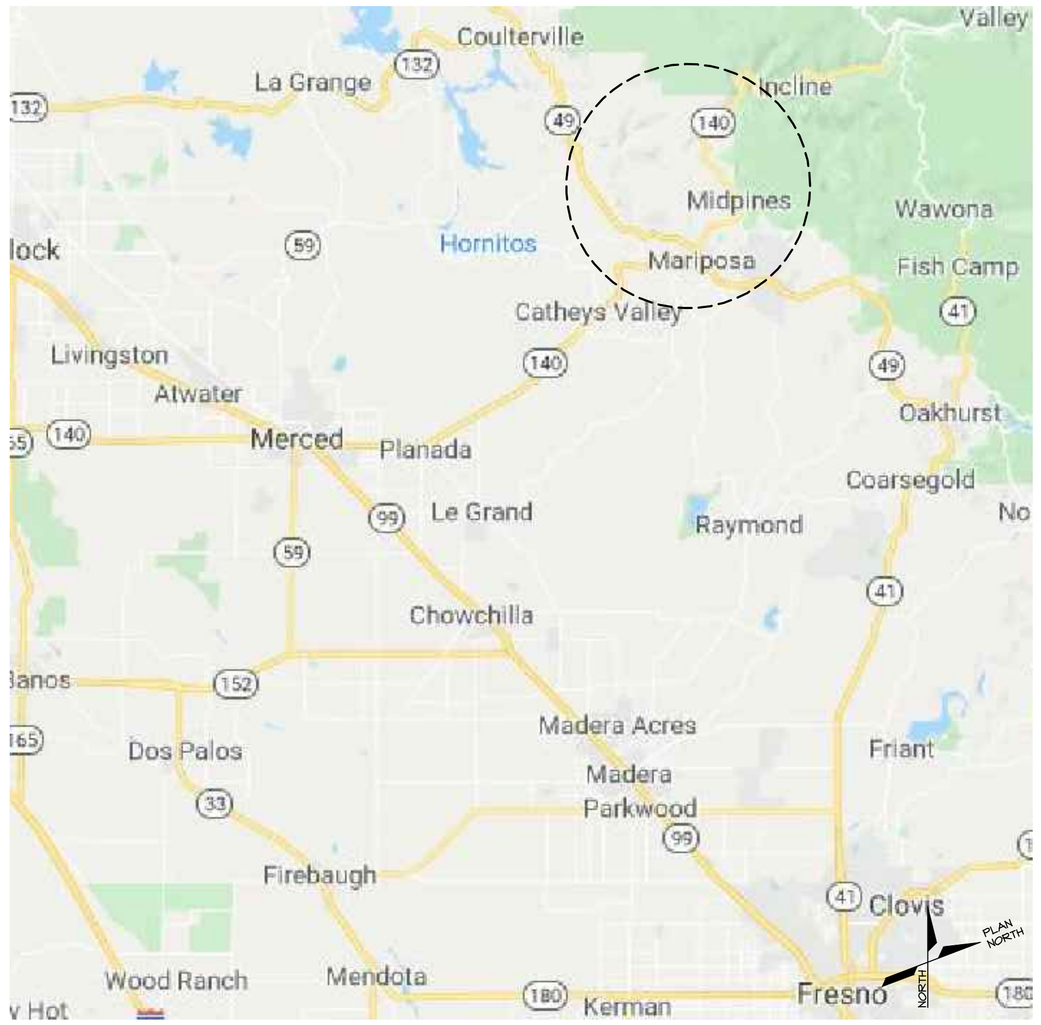
5204 HOSPITAL ROAD **MARIPOSA, CA 95338**

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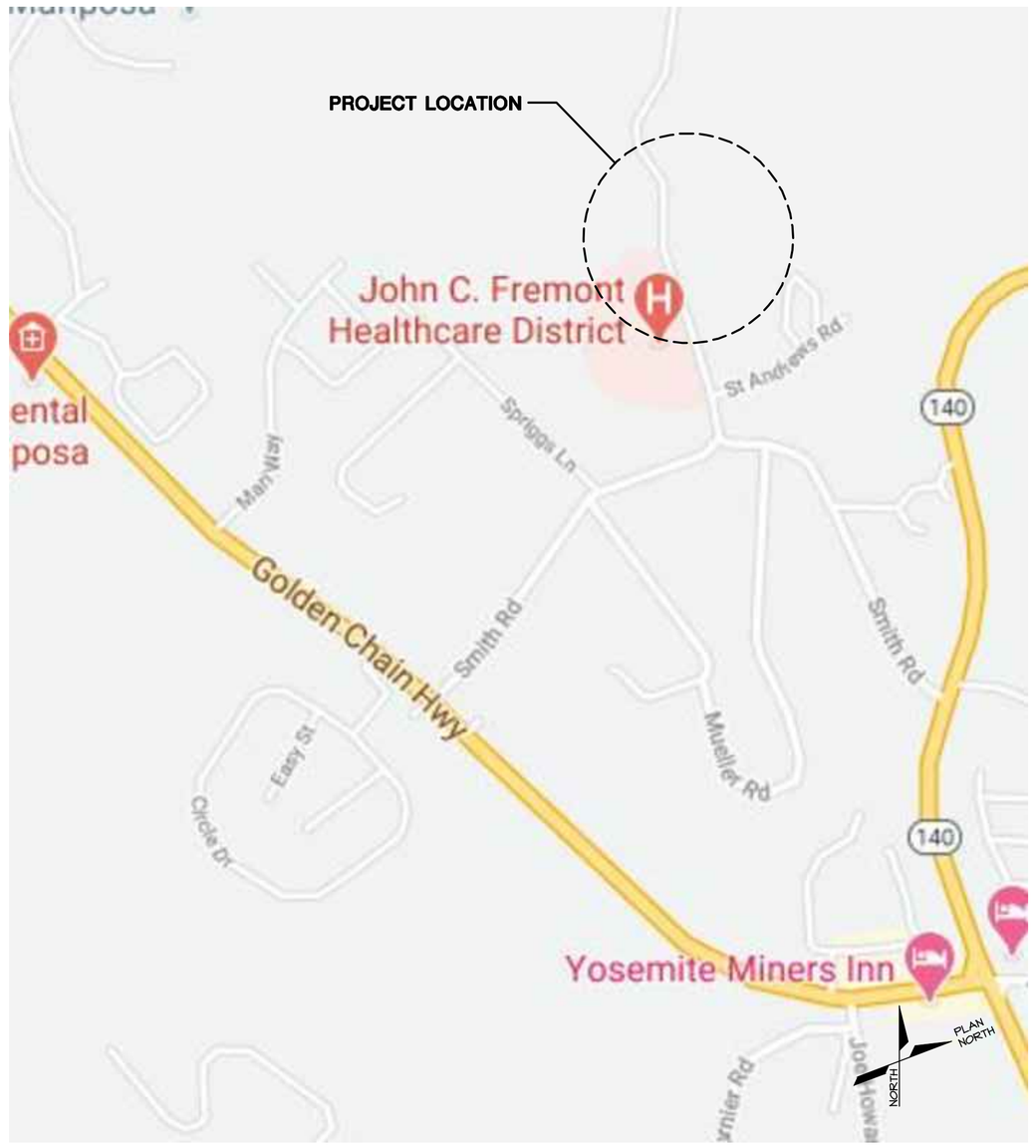
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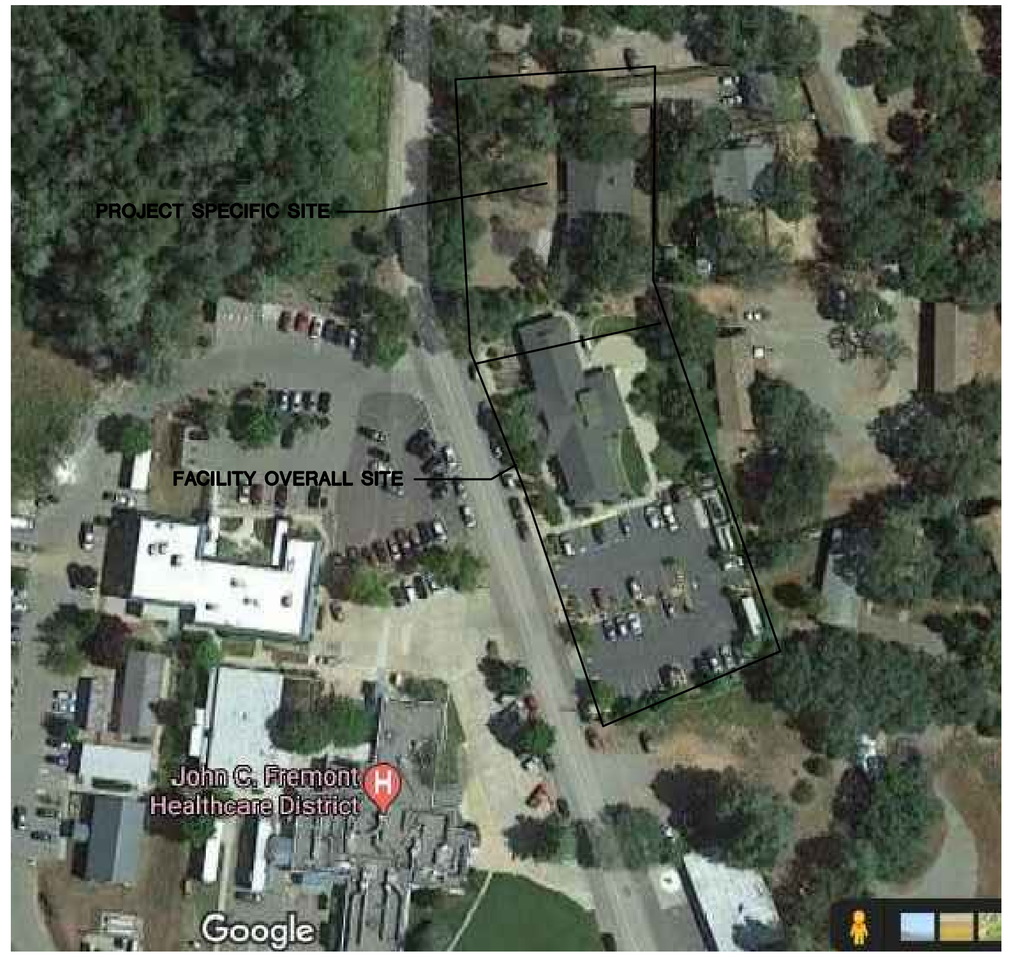
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19 VICINITY MAP



8 VICINITY MAP



8 VICINITY MAP

20 .

16 .

12 .

OWNER:
MACT HEALTH BOARD, INC.
52 S. MAIN ST., P.O. BOX 939
ANGELS CAMP, CA 95222

ARCHITECT:
ASPEN STREET ARCHITECTS, INC.
SHONG LENG LEE
494 N. MAIN ST., P.O. BOX 370
ANGELS CAMP, CA 95222
PHONE: (209) 736.0882
FAX: (209) 736.9071

LANDSCAPE ARCHITECT:
KLA, INC.
TOM HOLLAWAY
151 N. NORLIN STREET
SONORA, CA 95370
PHONE: (209) 532.2856

CIVIL ENGINEER:
ROBERT J. BLISS
P.O. BOX 255
MURPHYS, CA 95247
PHONE: (209) 278..2106

ELECTRICAL ENGINEER:
HCS ENGINEERING, INC.
BHUPENDRA PATEL
4512 FEATHER RIVER DRIVE, SUITE F
STOCKTON, CA 95219
PHONE: (209) 478.8270

8 PROJECT TEAM

GI-001	COVER SHEET
A-001	OVERALL FACILITY SITE PLAN
A-002	ENLARGED PROJECT SITE PLAN
A-101	PROPOSED FLOOR PLAN
A-102	PROPOSED BUILDING EXTERIOR ELEVATIONS
C-001	SURVEYED SITE TOPOGRAPHY
C-101	CIVIL SITE DEMOLITION PLAN
C-102	CIVIL SITE GRADING PLAN
C-103	CIVIL SITE DETAILS
C-104	CIVIL SITE UTILITY PLAN
E-101	PHOTOMETRIC STUDY SITE PLAN
L0	PROPOSED PRELIMINARY LANDSCAPING PLAN
SG-001	MEDICAL CLINIC - BUILDING SIGN
SG-002	DENTAL CLINIC - BUILDING SIGN

4 DRAWING INDEX

AGENCY APPROVALS

A.P.N. 013-020-034 & 035

PERMIT NO. .

COVER SHEET

JOB 212010.15

SCALE

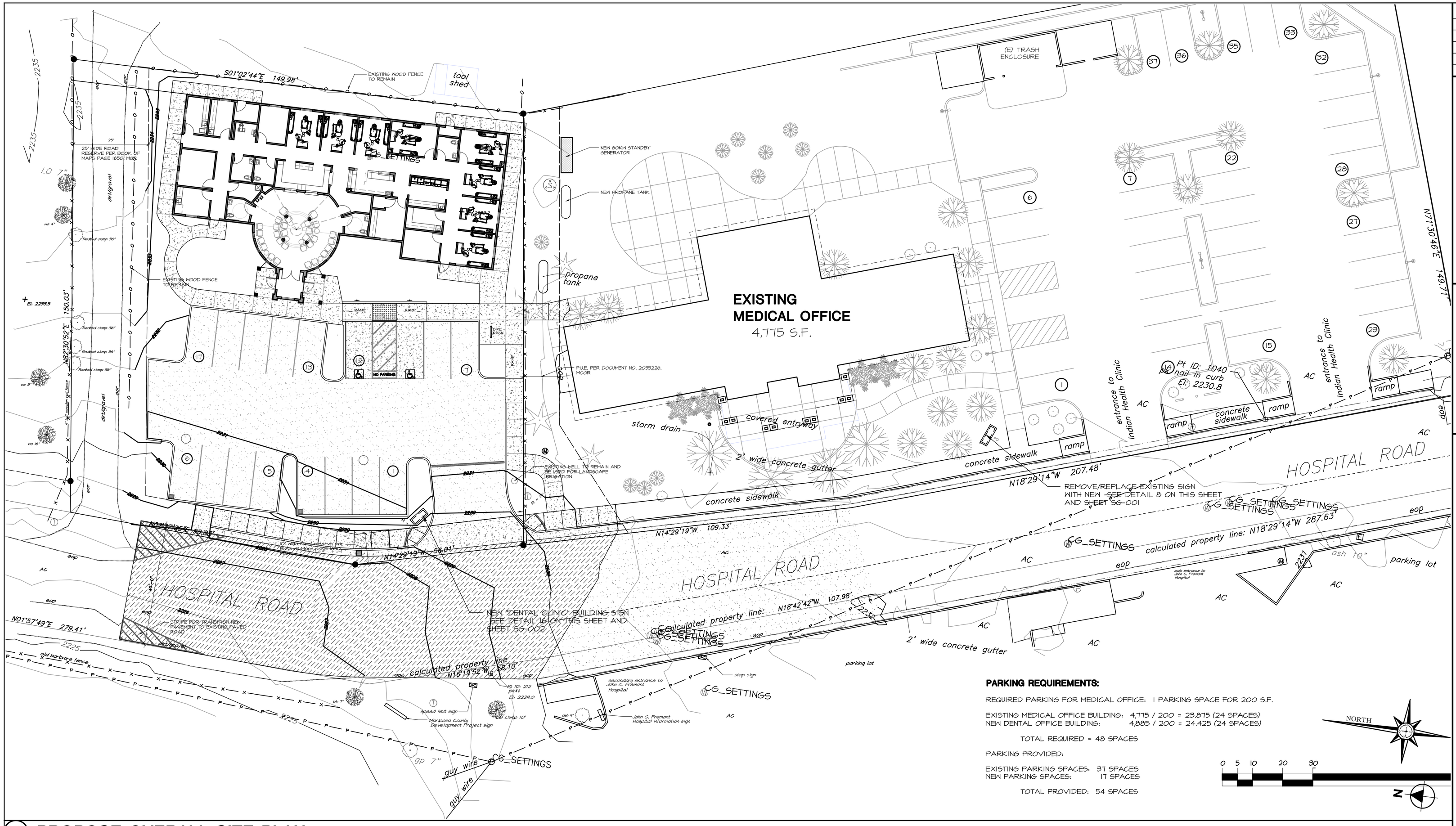
ISSUED ON FOR: COUNTY DESIGN REVIEW

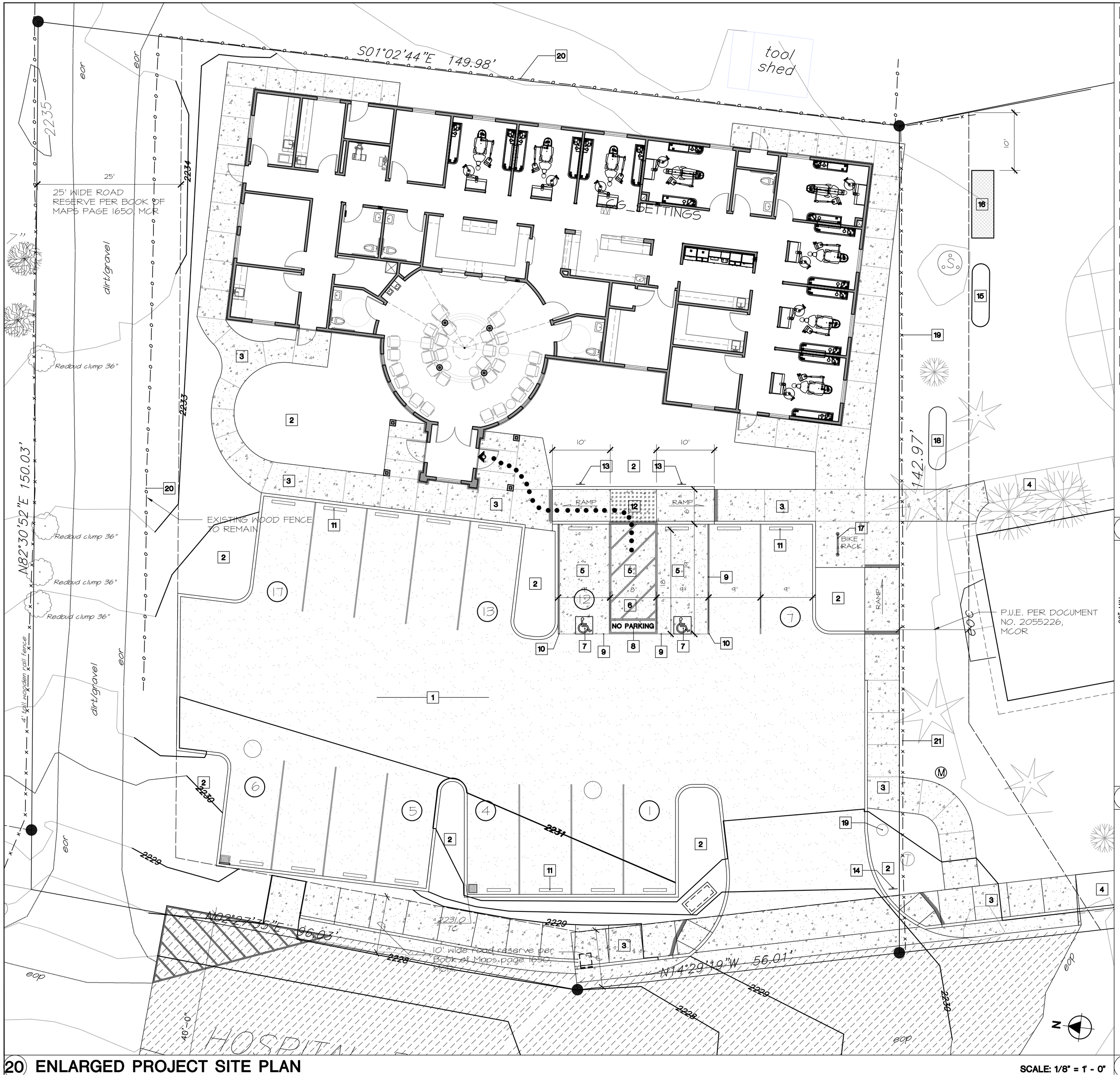
MAY 19, 2021

SHEET NO: GI-001

Mariposa Amador Calaveras Tuolumne
MACT HEALTH BOARD, INC.

NEW DENTAL CLINIC FOR:
M.A.C.T. HEALTH BOARD, INC.
APN:013-020-034 & 036
5204 HOSPITAL ROAD MARIPOSA, CALIFORNIA 95338


EXISTING MEDICAL OFFICE
4,775 S.F.
tool shed
EXISTING WOOD FENCE TO REMAIN
EXISTING WOOD FENCE TO REMOVE
NEW 80KW STANDBY GENERATOR
NEW PROPANE TANK
propane tank
(E) TRASH ENCLOSURE
P.U.E. PER DOCUMENT NO. 2055226, MCOR
storm drain
covered entryway
2' wide concrete gutter
concrete sidewalk
ramp
concrete sidewalk
ramp
entrance to Indian Health Clinic
AC
Pt ID: 1040
nail in curb
El: 2230.8
ramp
concrete sidewalk
ramp
entrance to Indian Health Clinic
AC
eop
HOSPITAL ROAD
N18°29'14"W 207.48'
REMOVE/REPLACE EXISTING SIGN WITH NEW - SEE DETAIL 8 ON THIS SHEET AND SHEET SG-001
CG_SETTINGS
CG_SETTINGS
CG_SETTINGS
CG_SETTINGS
calculated property line: N18°29'14"W 287.63'
eop
AC
N14°29'19"W 109.33'
HOSPITAL ROAD
NEW "DENTAL CLINIC" BUILDING SIGN SEE DETAIL 16 ON THIS SHEET AND SHEET SG-002
N14°29'19"W 55.01'
N01°57'49"E 279.41'
STRIPE NEW TRANSITIONAL PAVEMENT TO EXISTING PAVED ROAD
old barbwire fence
calculated property line
N16°19'52"W 68.10'
eop
eop
AC
eop
AC
calculated property line: N18°42'42"W 107.98'
2' wide concrete gutter
AC
AC
parking lot
ash 10"
parking lot
AC
AC
eop
secondary entrance to John C. Fremont Hospital
stop sign
CG_SETTINGS
Pt ID: 212
pk nl
El: 2224.0
speed limit sign
Mariposa County Development Project sign
John C. Fremont Hospital information sign
guy wire
guy wire
guy wire
CG_SETTINGS
gp 7"
oak 10"
oak 8"
oak 7"
oak 10"
oak 8"
oak 7"
oak 10"
oak 8"
oak



20 ENLARGED PROJECT SITE PLAN

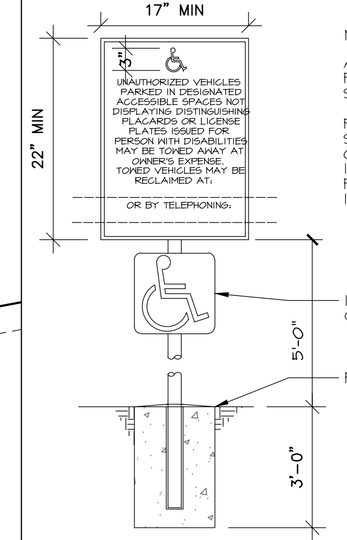
SCALE: 1/8" = 1' - 0"

1. AC PAVING -REFER TO CIVIL DRAWINGS FOR REQUIREMENTS.
2. PLANTERS -REFER TO LANDSCAPING DRAWINGS FOR REQUIREMENTS.
3. CONCRETE SIDEWALK WITH LIGHT BROOM FINISH (NON-SLIP SURFACES) -REFER TO CIVIL DRAWINGS.
4. EXISTING CONCRETE SIDEWALK TO REMAIN -CUT, REMOVE AND PATCH AS NEEDED WHERE AFFECTED BY NEW CONCRETE SIDEWALK.
5. CONSTRUCT CONCRETE FOR ACCESSIBLE PARKING SPACES AND LOADING AREA.
6. LOADING AREA - 4" WIDE BORDER & STRIPS IN BLUE AT 36" O.C.
7. 36"x36" ACCESSIBLE SYMBOL -WHITE ON BLUE BACKGROUND
8. PAINTED ON SURFACE - 12" HIGH LETTER IN WHITE
9. EDGE OF CONCRETE PAD TO AC PAVING SHALL HAVE A SMOOTH TRANSITION
10. 3" WIDE STRIP IN BLUE -TYPICAL AT ACCESSIBLE PARKING. WHITE COLOR AT ALL NON-ACCESSIBLE PARKINGS.
11. 4'-0" LONG CONCRETE WHEEL STOP
12. TRUNCATED DOMES SURFACES
13. "ACCESSIBLE PARKING" SIGN ON POST -SEE DETAIL 4 ON THIS SHEET.
14. "ACCESSIBLE PARKING" WARMING SIGN ON POST -SEE DETAIL 3 ON THIS SHEET
15. NEW PROPANE TANK -BY OWNER (PROPANE COMPANY.
16. NEW PROPANE FIRED 80KW STANDBY GENERATOR
17. BIKE RACKS - 5 BIKE WAVERACK BY "THEPARK & FACILITIES" OR EQUAL.
18. EXISTING PROPANE TANK TO REMAIN
19. EXISTING WATER WELL TO REMAIN AND BE USED FOR LANDSCAPE IRRIGATION.
20. EXISTING WOOD FENCES TO REMAIN.
21. EXISTING CHAIN LINK FENCE TO BE REMOVED.

ACCESSIBLE PATH OF TRAVEL

1. REFER TO CIVIL DRAWINGS FOR SITE CONSTRUCTION -DEMO/GRADING ETC..
2. ALL NEW SITE CONCRETE SIDEWALKS AND SURFACES SHALL BE OF LIGHT BROOM FINISH -NON-SLIP.

2 SITE PLAN KEYED NOTES



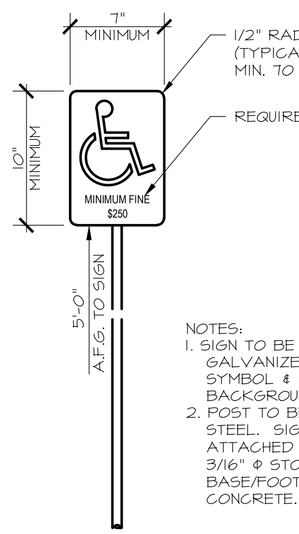
NOTE:

ALL SIGNS ARE TO BE FABRICATED FROM 16 GA. GALVANIZED SHEET STEEL.

POST MOUNTED SIGNS ARE TO BE SECURELY ATTACHED WITH A MIN. OF (2) 3/16" DIA STOVE BOLTS TO 12 GA. GALVANIZED STEEL PUNCHED FIELD POSTS ANCHORED 24" MIN INTO 12" DIA X 36" DP CONC. BASE.

SCALE: 3/4" = 1' - 0"

3 ACCESSIBLE WARNING SIGN



NOTES:
1. SIGN TO BE FABRICATED FROM 16 GA. GALVANIZED SHEET METAL. ISA SYMBOL & LETTER TO BE WHITE ON BLUE BACKGROUND AND WITH WHITE BORDER.
2. POST TO BE 2"ø 12 GA. GALVANIZED STEEL. SIGN TO BE SECURELY ATTACHED TO POST WITH A MIN. OF (2) 3/16" ø STOVE BOLTS. POST BASE/FOOTING TO BE OF 16"ø x36" DEEP CONCRETE.

SCALE: 1-1/2" = 1' - 0"

4 ACCESSIBLE PARKING SIGN

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RENEWAL 08-31
STATE OF CALIFORNIA

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MACT HEALTH BOARD, INC.

NEW DENTAL CLINIC FOR:
M.A.C.T. HEALTH BOARD,
APN:013-020-034 & 036
5204 HOSPITAL ROAD
MARIPOSA, CALIFORNIA 95338

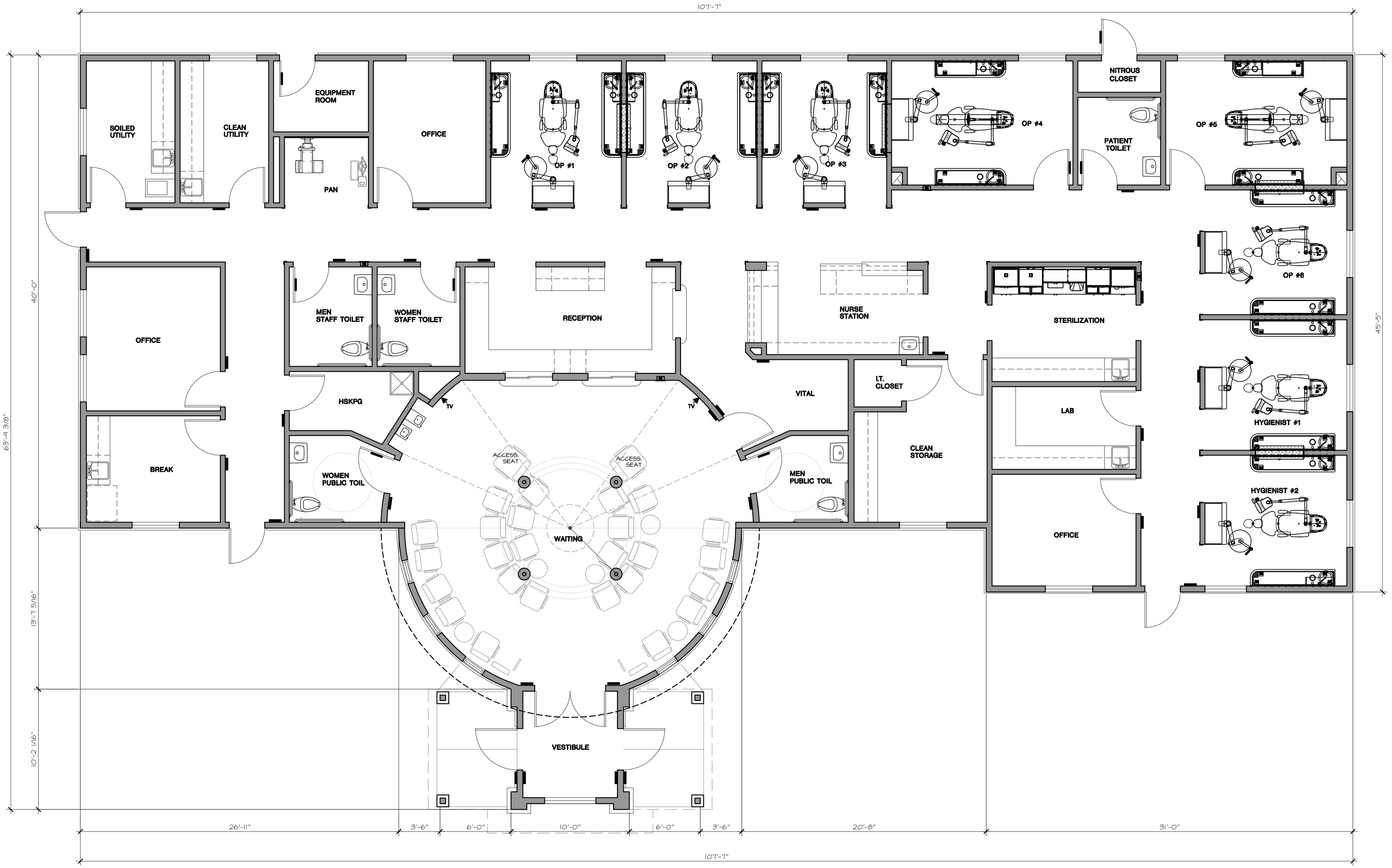
AGENCY APPROVALS

A.P.N.	013-020-034 & 035
PERMIT NO.	.

ENLARGED PROJECT SITE PLAN

JOB	212010.15
SCALE	AS SHOWN
ISSUED FOR	COUNTY DESIGN REVIEW
ON	MAY 19, 2021

SHEET NO. A-002



4,885 SQ.FT.

PLAN NORTH

NORTH

SCALE: 1/4" = 1' - 0"

20 PRELIMINARY FLOOR PLAN

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Mariposa Amador Calaveras Tuolumne

NEW DENTAL CLINIC FOR:
M.A.C.T. HEALTH BOARD, INC.
APN:013-020-034 & 036
5204 HOSPITAL ROAD
MARIPOSA, CALIFORNIA 95338

AGENCY APPROVALS

A.P.N. 013-020-034 & 035

PERMIT NO. -

PROPOSE
FLOOR PLAN

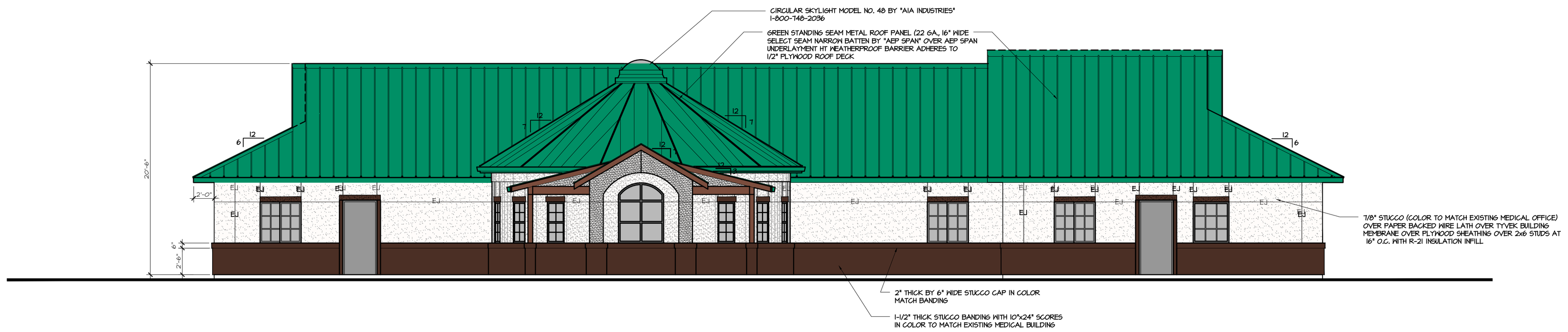
JOB 212010.15

SCALE AS SHOWN

ISSUED FOR: COUNTY DESIGN REVIEW

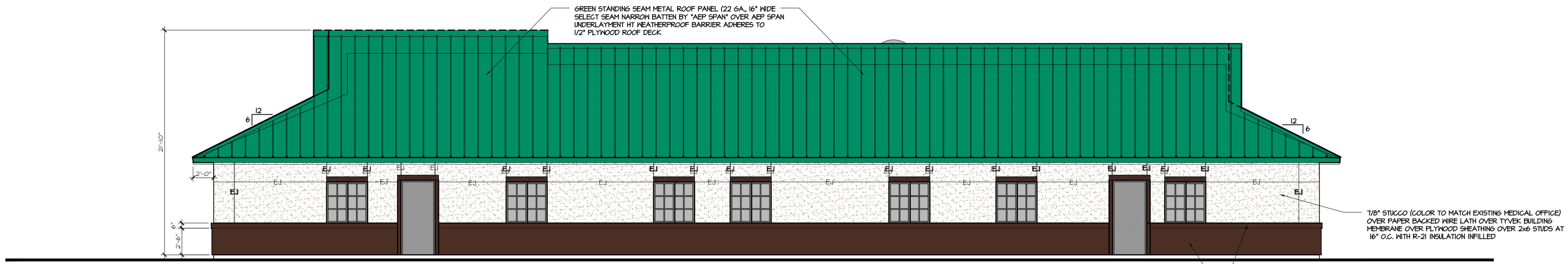
ISSUED ON: MAY 19, 2021

SHEET NO. A-101



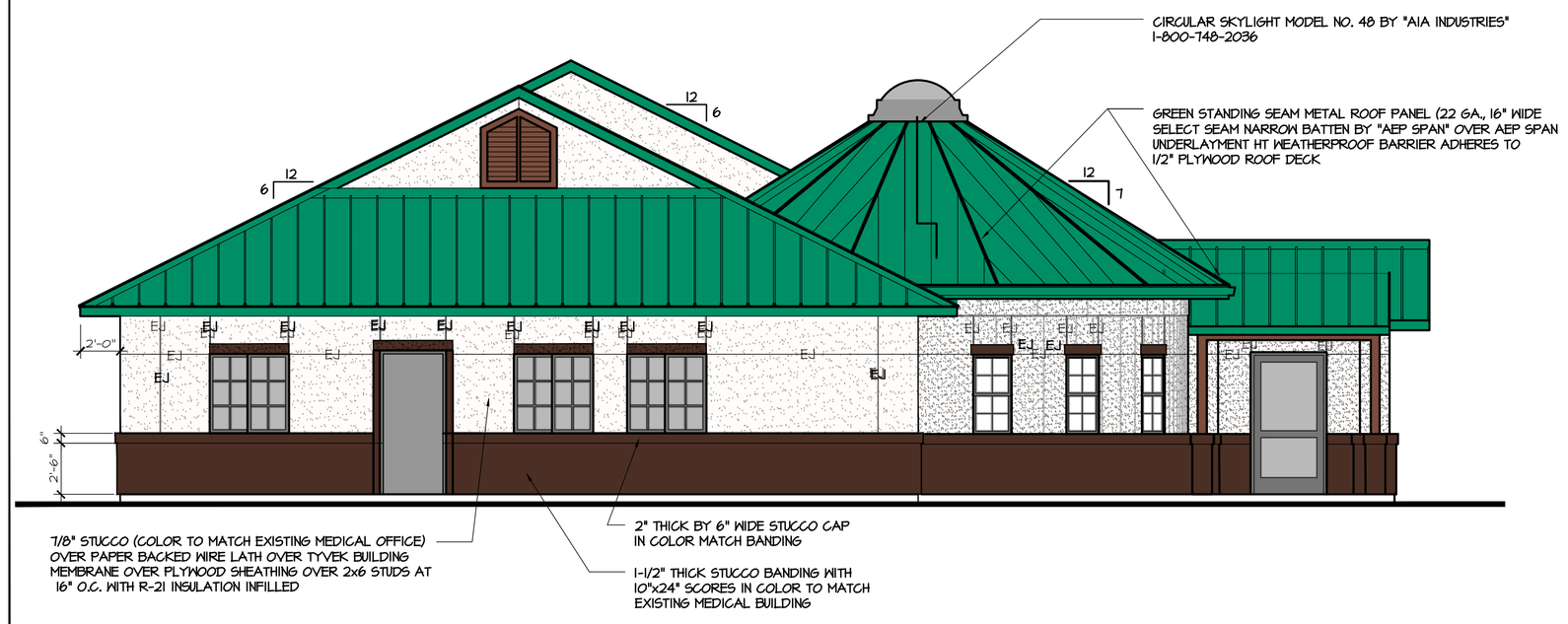
10 FRONT - NORTH ELEVATION

SCALE: 3/16" = 1' - 0"



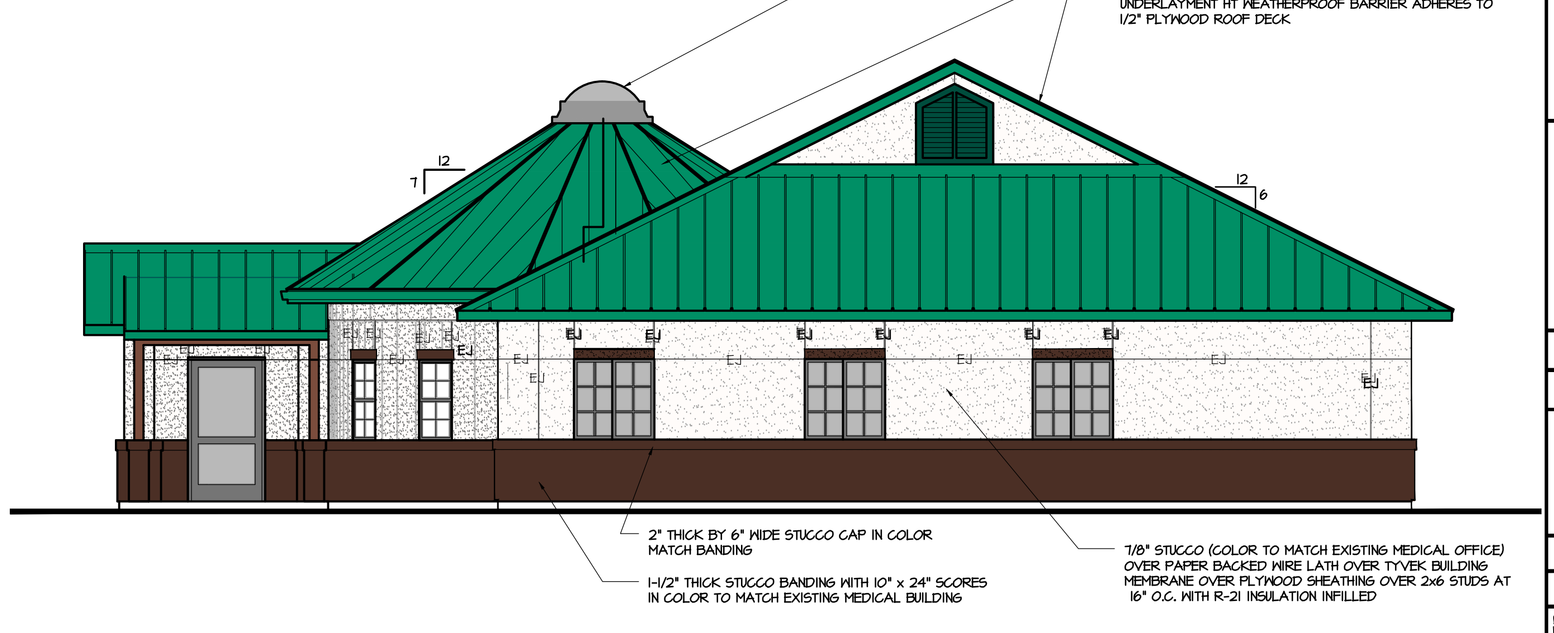
11 REAR - SOUTH ELEVATION

SCALE: 3/16" = 1' - 0"



12 SIDE - EAST ELEVATION

SCALE: 3/16" = 1' - 0"



6 SIDE - WEST ELEVATION

SCALE: 3/16" = 1' - 0"

#	ISSUED FOR	DATE
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t: 209.736.0882 f: 209.736.9071
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LICENSED ARCHITECT
SHONG LENG LEE
No. C-25682
RENEWAL 08-31
STATE OF CALIFORNIA

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Mariposa Amador Calaveras Tuolumne
MACT HEALTH BOARD, INC.

NEW DENTAL CLINIC FOR:
M.A.C.T. HEALTH BOARD, INC.
APN:013-020-034 & 036
5204 HOSPITAL ROAD
MARIPOSA, CALIFORNIA 95338

AGENCY APPROVALS

A.P.N. 013-020-034 & 035

PERMIT NO.

PROPOSE
BUILDING ELEVATIONS

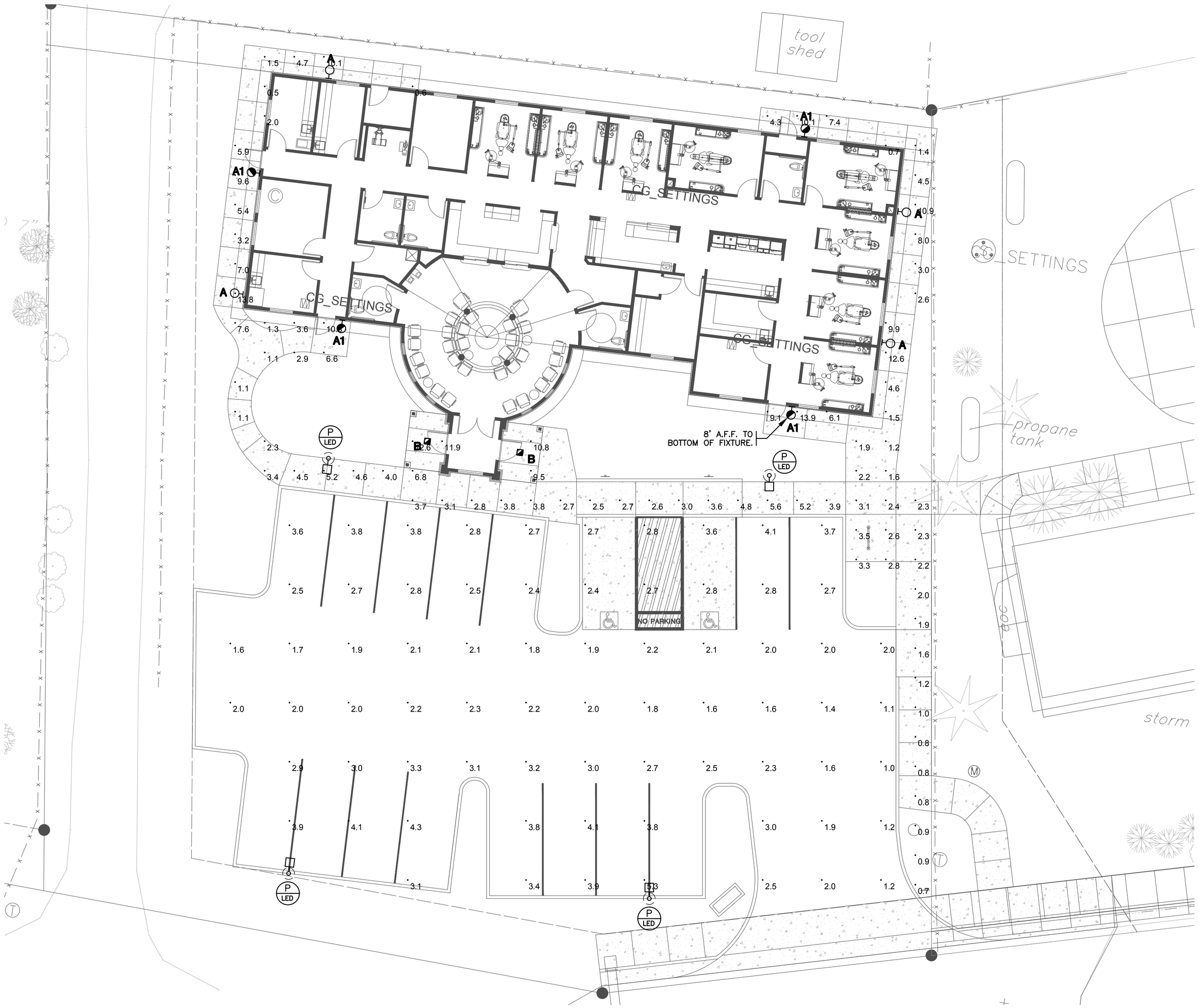
JOB 212010.15

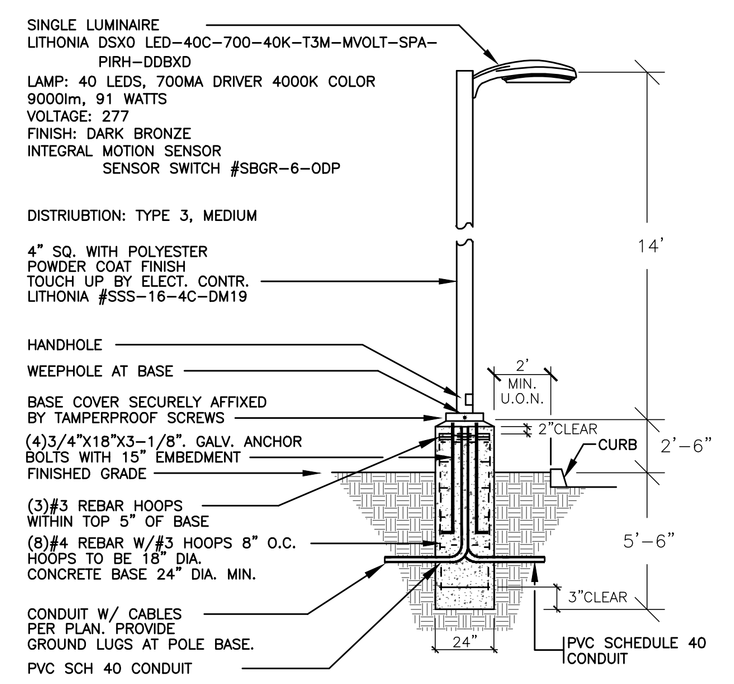
SCALE AS SHOWN

ISSUED ON FOR: COUNTY DESIGN REVIEW

MAY 19, 2021

SHEET NO. A-102





PARKING LOT LIGHTING LUMINAIRE P LED

LIGHT FIXTURE SCHEDULE							
	A	LED 4608LM 4000K	13"WX11-1/2"DX8-9"H LED LIGHT FIXTURE W/CLEAR TEMPERED GLASS LENS. TEXTURED BLACK FINISH. WET LABEL.	TERON #CDT-L35-120/277V-0-10V-TB-45K	0-10V LED DIMMING DRIVER	120	35
	A1	LED 4608LM 4000K	SAME AS FIXTURE TYPE "A" EXCEPT WITH INTEGRAL 10.4W EMERGENCY BATTERY PACK #EBCA.	TERON #CDT-L35-120/277V-0-10V-TB-45K -EBCA	0-10V LED DIMMING DRIVER	120	35
	B	LED 1500LM 3500K	6" DIA, RECESSED LED DOWNLIGHT WITH MATTE DIFFUSER, OPEN REFLECTOR, WHITE TRIM RING. INTEGRAL EMERGENCY 10W BATTERY PACK.	LITHONIA #LDN6-35/15-L06-WR-LD-120-E10WCP	0-10V DIMMING LED DRIVER	120	17.5

N

SCALE: 1/4" = 1'-0"

1 PHOTOMETRIC STUDY SITE PLAN

HCS Engineering
50 years
4512 Feather River Dr #F, Stockton, CA 95219
209-478-8270 | www.hcs-eng.com
Richard C. Smith, PE richard@hcs-eng.com
Bhupendra Patel, PE bhupendra@hcs-eng.com
Elizabeth Aguilar elizabeth@hcs-eng.com
PROJECT # 2020.245

REGISTERED PROFESSIONAL ENGINEER BHUPENDRA B. PATEL No. 012571 Exp. 9-30-21 ELECTRICAL STATE OF CALIFORNIA

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MACT HEALTH BOARD, INC. Mariposa Amador Calaveras Tuolumne

NEW DENTAL CLINIC FOR:
M.A.C.T. HEALTH BOARD, INC.
APN:013-020-034 & 036
5204 HOSPITAL ROAD MARIPOSA, CALIFORNIA 96338

AGENCY APPROVALS

A.P.N. .

PERMIT NO. .

PHOTOMETRIC STUDY
SITE PLAN

JOB 212010.15

SCALE

ISSUED FOR: COUNTY RESIGN REVIEW

ISSUED ON: AUGUST 14, 2020

SHEET NO. E-101

Landscape Design Concept

The landscape design concept for the M.A.C.T. Health Board Dental Office is to provide an eco-friendly, inviting and picturesque space for visitors and employees to enjoy. Dry creek beds provide the anchor for the landscape design, with a combination of drought-tolerant grasses and ornamental plantings to compliment the building architecture and surrounding site. Contrasting color and texture characteristics in tandem with the repetitive massing of plant varieties provide a rich and striking visual appeal.

In addition to the aesthetic elements of the design, the landscape is comprised of predominantly low-water-use, hardy plant materials that perform well in the climate of the Sierra Foothills, while meeting the Mariposa County's Water Efficient Landscape Ordinace (WELO).

Irrigation

The site will be irrigated using a fully automatic system designed to meet the Mariposa County's Water Efficient Landscape Ordinance (WELO). The system will be on a dedicated irrigation water service and meter with a backflow prevention device to meet local building codes. The irrigation system will be comprised of point-source drip irrigation for the shrub and groundcover areas. The trees will be irrigated independently with bubblers. A 'Smart' controller will operate the system in tandem with a weather sensor that will suspend irrigation during rain and frost events and will provide automatic daily run time adjustments based on current weather conditions.

A complete irrigation design showing all irrigation equipment, model numbers, placement and installation details will be provided with the construction documents.

WELO Water Use Calculations

The following calculations represent the intended hydrozones and water usage as designed with this Preliminary Landscape Plan. As we move through the design process we anticipate minor adjustments/revisions of these calculations. However, compliance with WELO code requirements will always remain.

ETO for Mariposa - 49.0

Hydrozone	Type of Plants	Water Use	Plant Factor	Hydrozone Area	%	Type of Irrigation	Irrigation Efficiency	ETAF
1	Shrubs	Low	0.3	2,973 sf	75.4%	Drip Emitter	.81	33,451.8
2	Trees	Medium	0.4	250 sf	6.3%	Bubbler	.81	3,750.6
3	Cobble only	None	0	719 sf	18.2%	None	1	0
TOTAL				3,942 sf				37,202.4 Gallons

Maximum Applied Water Allowance (MAWA)	53,891.1 gallon/year
Estimated Total Water Usage (ETWU)	37,202.4 gallon/year
Average Irrigation Efficiency	.81

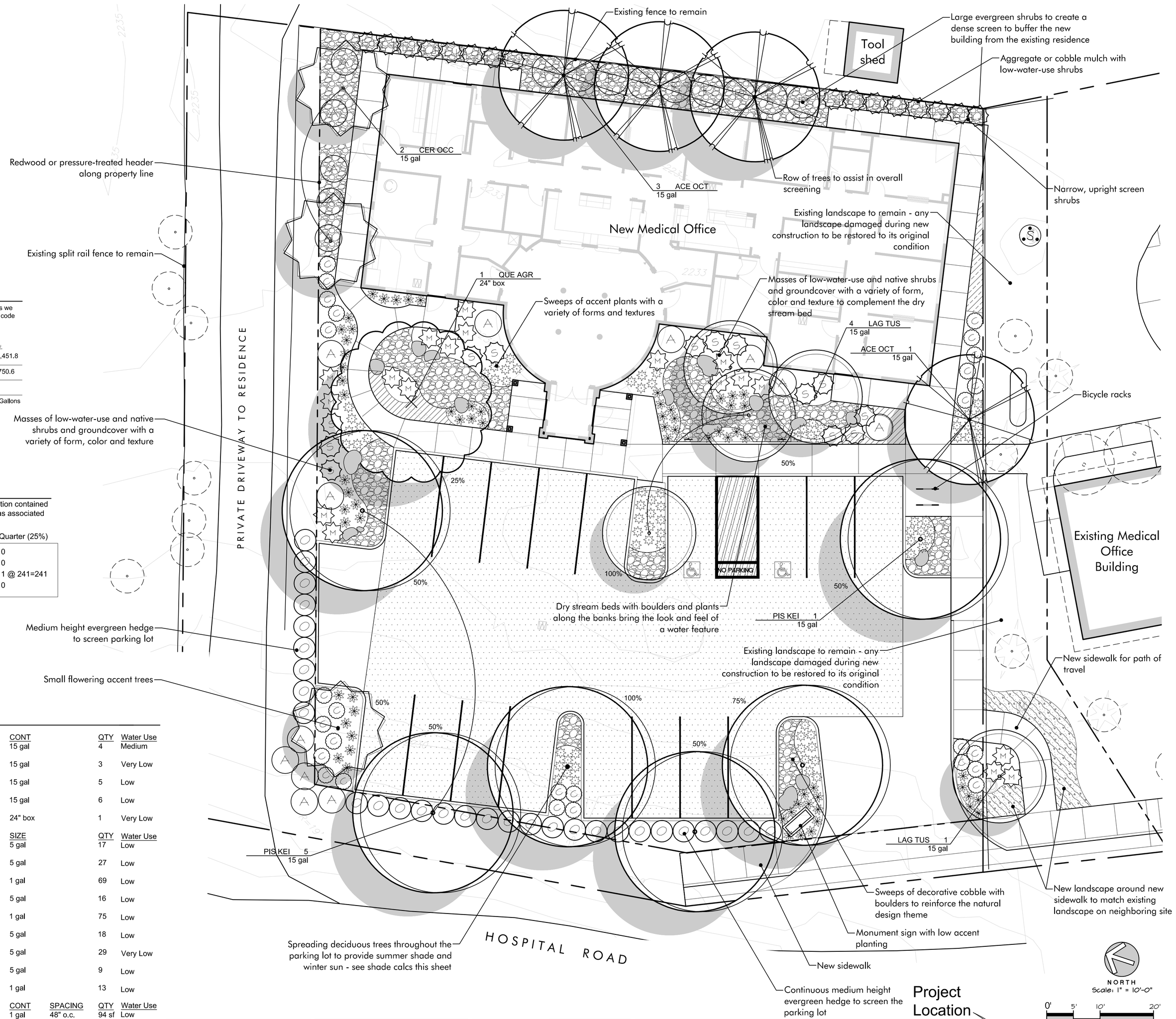
ETWU is less than MAWA, therefore water usage as designed exceeds code requirements

Parking Lot Shade Calculations

Radius of trees was provided by the County of Mariposa referenced standards and guidelines as well as information contained in the Sunset Western Garden Book. Calculated tree canopies are those that shade parking lot spaces as well as associated drive aisles.

Tree Type	Symbol	Full (100%)	Three Quarter (75%)	Half (50%)	Quarter (25%)
Lagerstoemia indica	LAG IND	1 @ 314=314	0	0	0
Cercis occidentalis	CER OCC	0	0	1 @ 157=157	0
Quercus agrifolia	QUE AGR	0	0	0	1 @ 241=241
Pistacia chinensis 'Keith Davey'	PIS KEI	1 @ 964=964	1 @ 723=723	4 @ 482=1,928	0

Total Parking Area	5,642 Sq. Ft.
30% Shade Requirement	1,693 Sq. Ft.
Total Shaded	4,327 Sq. Ft.
Percent Shaded	76.7%



PLANT SCHEDULE

	TREES	BOTANICAL NAME	COMMON NAME	CONT		QTY	Water Use
	ACE OCT	Acer rubrum `October Glory`	October Glory Red Maple	15 gal		4	Medium
	CER OCC	Cercis occidentalis	Western Redbud	15 gal		3	Very Low
	LAG TUS	Lagerstroemia x `Tuscarora`	Crape Myrtle Coral Pink	15 gal		5	Low
	PIS KEI	Pistacia chinensis `Keith Davey`	Keith Davey Chinese Pistache	15 gal		6	Low
	QUE AGR	Quercus agrifolia	Coast Live Oak	24" box		1	Very Low
	SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE		QTY	Water Use
A	ARC HOW	Arctostaphylos densiflora `Howard McMinn`	Howard McMinn Manzanita	5 gal		17	Low
C	CAL KAR	Calamagrostis x acutiflora `Karl Foerster`	Feather Reed Grass	5 gal		27	Low
	CAR TUM	Carex tumulicola	Foothill Sedge	1 gal		69	Low
L	LIG TEX	Ligustrum japonicum `Texanum`	Wax Leaf Privet	5 gal		16	Low
	LOM BRE	Lomandra longifolia `Breeze`	Mat Rush	1 gal		75	Low
M	MUH RIG	Muhlenbergia rigens	Deer Grass	5 gal		18	Low
O	OLE LIT	Olea europaea `Little Ollie`	Little Ollie Olive	5 gal		29	Very Low
R	RHA JOH	Rhamnus alaternus `John Edwards`	Italian Buckthorn	5 gal		9	Low
S	SAL GRA	Salvia clevelandii `Gracias`	Cleveland Sage	1 gal		13	Low
	GROUND COVERS	BOTANICAL NAME	COMMON NAME	CONT	SPACING	QTY	Water Use
	ARC EME	Arctostaphylos x `Emerald Carpet`	Emerald Carpet Manzanita	1 gal	48" o.c.	94 sf	Low
	BAC TWI	Baccharis pilularis `Twin Peaks #2`	Twin Peaks Coyote Brush	1 gal	60" o.c.	44 sf	Low
	COT LOW	Cotoneaster dammeri `Lowfast`	Lowfast Bearberry Cotoneaster	1 gal	60" o.c.	191 sf	Low

Misc. Landscape Materials

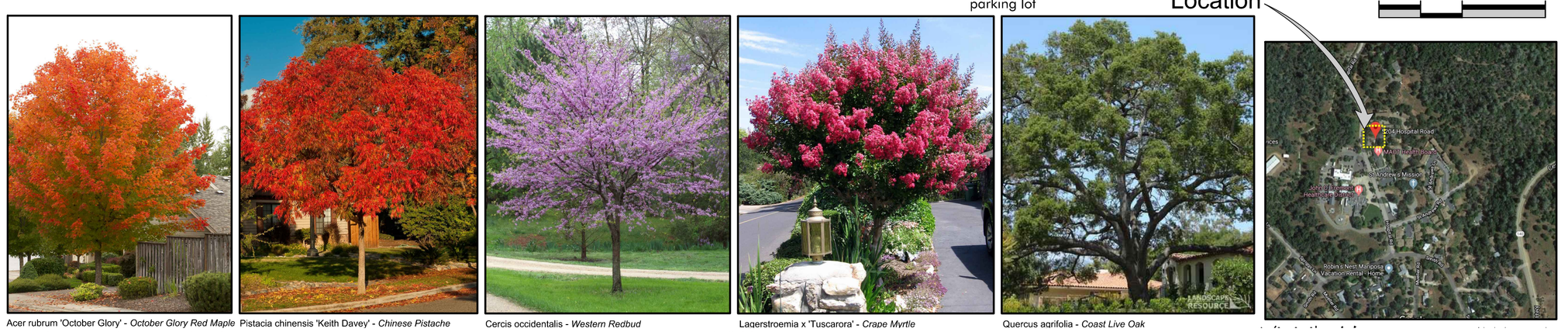
All shrub and groundcover areas shall be top-dressed with a 3" layer of mulch derived from recycled wood chips or arbor chips from tree trimming. Mulch shall be 2" minus in length and not greater than 3/8" in thickness, and shall be dark brown in color. Contractor shall provide sample for approval prior to installation. Shredded redwood or cedar bark ("Gorilla-Hair") is not acceptable.

6" layer of 2"-4" diameter Noiya cobblestone. Cobble edging to be Dura-Edge 3/16" x 4" brown steel edging by JD Russell Co.

Varied size (12"-48") moss rock boulders placed in loose random groups to appear as natural rock outcroppings. Boulders to be approved by Landscape Architect prior to installation.

This plan represents the design style and theme of the landscape design and planting. These plans are preliminary and may change through the design process. The final planting plan may not contain all of the above plants in the sizes as shown. Additionally some new plant species may be used in the final design. This plan does however indicate the quantity of trees and the overall level of landscape development that will be carried through with the final design.

Final landscape design shall meet Mariposa County's codes and requirements as well as Project Specific Conditions of Approval. Final design is subject to approval through the building permit review process.


Acer rubrum 'October Glory' - *October Glory Red Maple* Pistacia chinensis 'Keith Davey' - *Chinese Pistache* Cercis occidentalis - *Western Redbud* Lagerstroemia x 'Tuscarora' - *Crape Myrtle* Quercus agrifolia - *Coast Live Oak*

Attachment: Attachment A- Project Plans (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

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www.aspenstreetarchitects.com

LICENSED LANDSCAPE ARCHITECT — HOLLOWAY — 10-31-20 Renewal Date — 8-17-20 Date — STATE OF CALIFORNIA

KLA, Inc.
151 N. Norlin St.,
Sonora, CA 95370
(209)532-2856
www.kla-ca.com
LANDSCAPE ARCHITECTURE PLANNING

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NEW DENTAL CLINIC FOR:
M.A.C.T. HEALTH BOARD, INC.
APN:013-020-034 + 036
5204 HOSPITAL ROAD
MARIPOSA, CALIFORNIA 95338

AGENCY APPROVALS

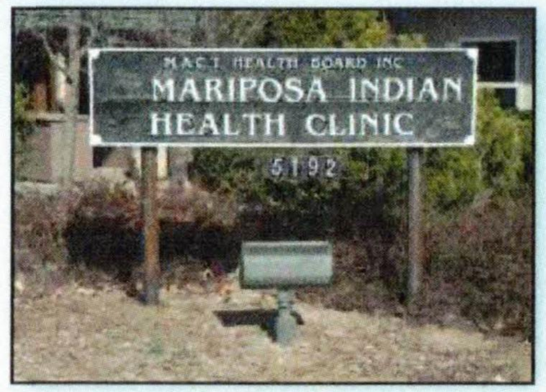
A.P.N.
PERMIT NO.

Preliminary Landscape Plan

JOB 212010.15/KLA 20-2217
SCALE
ISSUED ON FOR: COUNTY RESIGN REVIEW
AUGUST 17, 2020
SHEET NO. L0

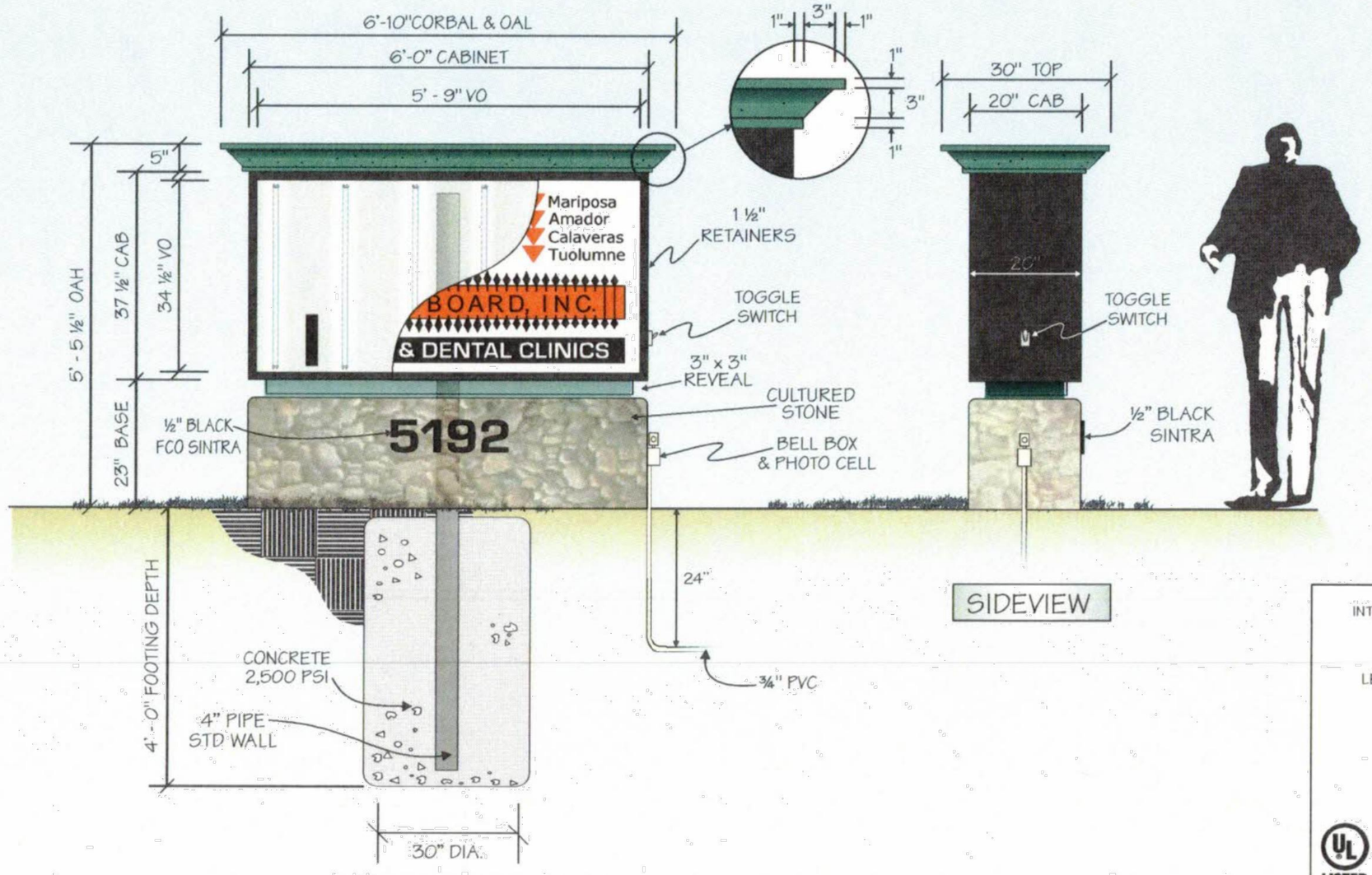
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MACT MARIPOSA



EXISTING NON-ILLUM SIGN (A) SOUTH ELEVATION
(TO BE REMOVED BY OTHERS)

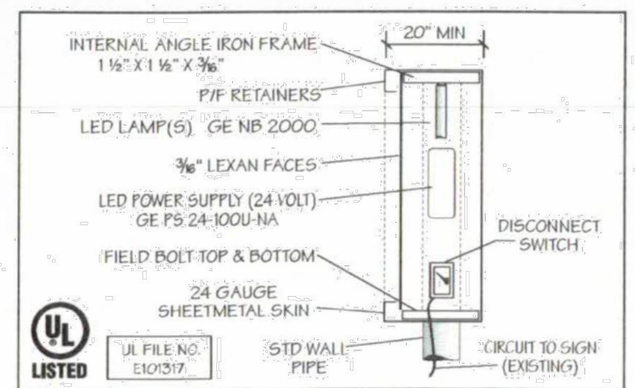
NOTES
(A) NEW SIGN (A) TO BE INSTALLED IN SAME LOCATION AS OLD NON-ILLUMINATED SIGN (A).



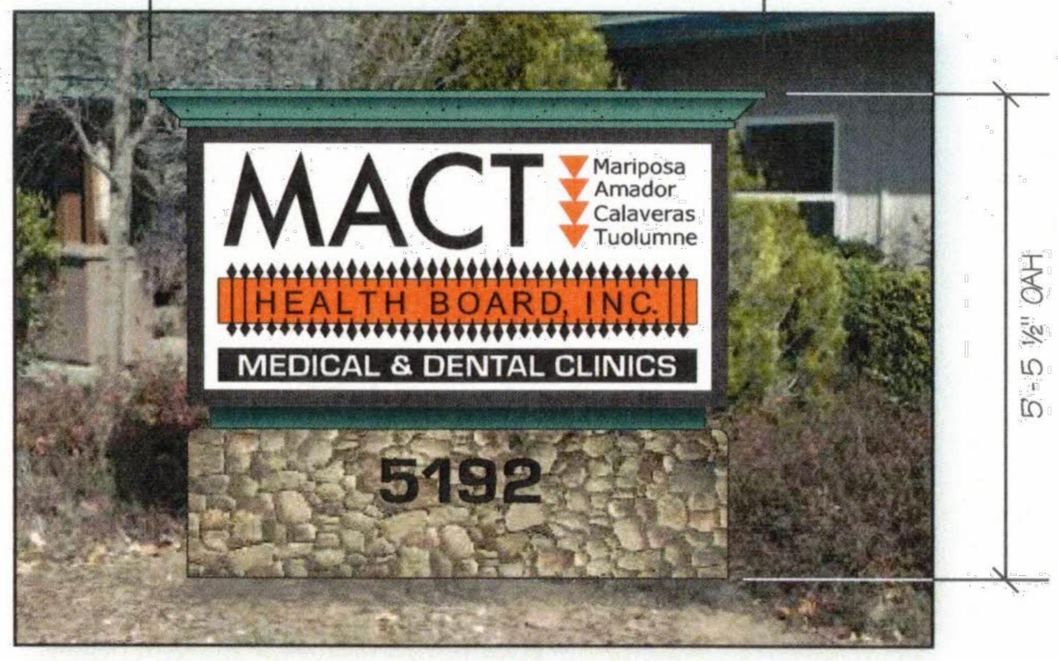
SQ. FEET
18.75 ø

ILLUMINATION SPECS:	
LAMPS	6 EACH, LED
LAMP SIZE	F36 CW LED
LAMP TYPE	GE NB 2000 LED
LAYOUT	VERTICAL
POWER SUPPLY	24 VOLT, ELECTRONIC

TITLE 24 COMPLIANT	
PHOTOCELL	INTERMATIC K4121C STEM MOUNT, (15 AMP)
POWER SUPPLY (S)	24 VOLT ELECTRONIC



SINGLE FACE SIGN CABINET - LED LAMPS



PROPOSED SIGNAGE (A) SOUTH ELEVATION
INSTALL AS INDICATED

S/F MONUMENT SIGN - INT ILLUM (LED'S)

CABINET SIZE - 37 ½" X 6' - 0" X 20" WIDE
CABINET - 24 GA S/METAL, TEXCOATED
CABINET COLOR - SW TRICORN BLACK, SEMIGLOSS LATEX
CORBAL & REVEAL - TEXCOAT & PTM GREEN (TO MATCH BUILDING GUTTERS)
FACE TYPE - .150 LEXAN WITH TRANSLUCENT VINYL
BACKGROUND COLOR - 015 WHITE LEXAN
COPY COLOR(S) - 015 WHITE WITH 220-22 MATTE BLACK
AND 230-44 ORANGE VINYL OVERLAY
ADDRESS - ½" FCO, BLACK SINTRA, VHB TAPE & SILICONE
RETAINERS - 1 ½" TYPE - PICTURE FRAME
VISIBLE OPENING - 34 ½" X 69"
ILLUMINATION - LED LAMPS, GE NB 2000
ALL SIGNAGE TO BE UNDERWRITERS LABORATORIES LISTED
BASE - S/METAL - RIVER ROCK VENEER (CULTURED STONE, CSV-2057)
STOREFRONT - 60' - 0" (WEST ELEVATION) SETBACK - 10' MINIMUM

CAPITOL NEON TO FABRICATE & INSTALL

FOOTING SPECIFICATIONS

PIPE SIZE = 4" STD
FOOTING DEPTH (d) = 48"
FOOTING DIAMETER (b) = 30"

SCOPE OF JOB

(A) FABRICATE & INSTALL ONE S/F LED ILLUMINATED MONUMENT SIGN (A).
(B) EXISTING NON-ILLUMINATED SIGNAGE (A) TO BE REMOVED BY OTHERS.
(C) DIGGING OF FOOTING HOLE AND CONCRETE (ROTATING CART) FOR FOOTING TO BE PROVIDED BY OTHERS. EXISTING GROUND LIGHT TO BE REMOVED AND CHRISTIE BOX FOR ELECTRICAL TO BE BY OTHERS.
(D) CAPITOL NEON TO INSTALL PIPE & SIGNAGE ON SITE.
(E) SECURE PERMIT, MARIPOSA COUNTY.

CAPITOL NEON
5920 ROSEBUD LANE
SACRAMENTO, CA 95841
(916) 349-1800
CCL#668634 CSA

ACCOUNT: MACT MARIPOSA
LOCATION: 5192 HOSPITAL RD.
MARIPOSA, CA 95338
SALES REP: RON UNDERWOOD

CONTACT: JOHN ALEXANDER
PHONE: (209) 754-6258
DATE: 01-30-18
PERMIT: MARIPOSA COUNTY

DRAWING #: 019-18 MARTIN
REVISION: (A) 05-15-18 MH
FILE NAME: MACT MARIPOSA (A)
SCALE: NTS

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☐ COPY AND LETTERSTYLE
☐ MATERIALS
☐ COLORS
☐ DIMENSIONS

APPROVALS
CUSTOMER: _____
LANDLORD: _____

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M.A.C.T. HEALTH BOARD, INC.
APN:013-020-034 & 036
5204 HOSPITAL ROAD MARIPOSA, CALIFORNIA 95338

AGENCY APPROVALS

A.P.N. 013-020-034 & 035
PERMIT NO. -

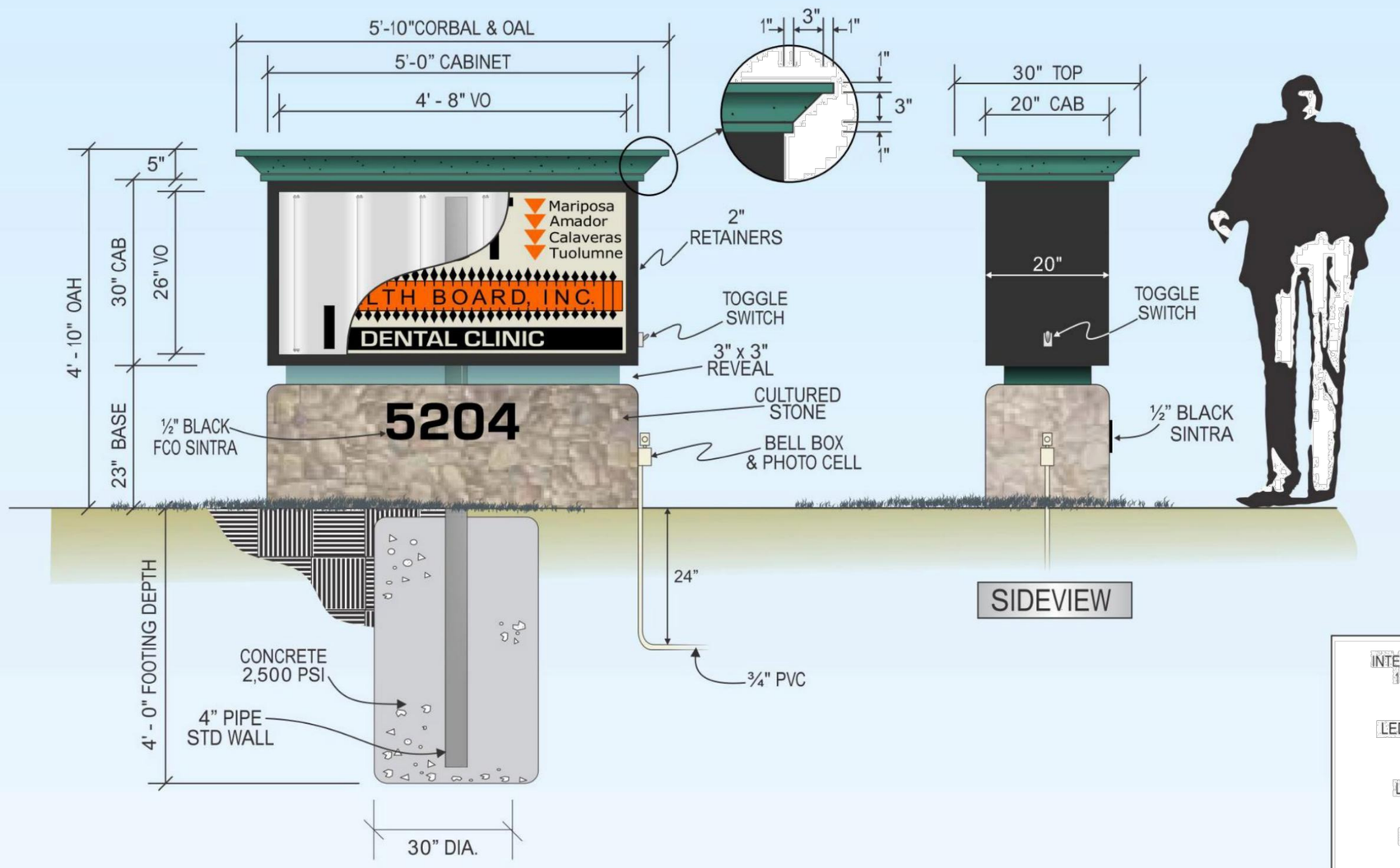
MEDICAL CLINIC BUILDING SIGN

JOB 212010.15
SCALE AS SHOWN
ISSUED FOR COUNTY DESIGN REVIEW
ON MAY 19, 2021
SHEET NO. SG-001

MEDICAL CLINIC - BUILDING SIGN
SCALE: N.T.S.

Attachment: Attachment A- Project Plans (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

MACT MARIPOSA



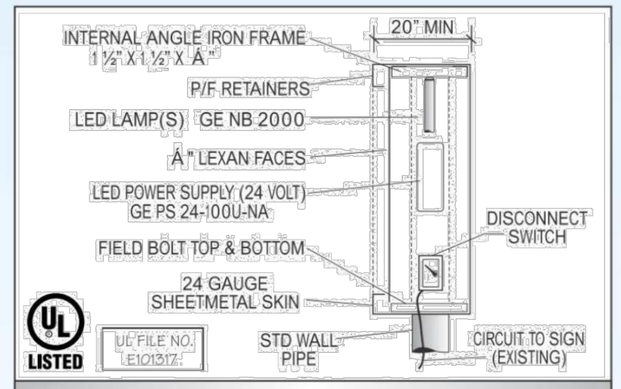
SIDEVIEW

SQ. FEET

12.5 ∅

ILLUMINATION SPECS:	
LAMPS	6 EACH, LED
LAMP SIZE	F24 CW LED
LAMP TYPE	GE NB 2000 LED
LAYOUT	VERTICAL
POWER SUPPLY	24 VOLT, ELECTRONIC

TITLE 24 COMPLIANT	
PHOTOCELL	INTERMATIC K4121C STEM MOUNT, (15 AMP)
POWER SUPPLY (S)	24 VOLT ELECTRONIC



SINGLE FACE SIGN CABINET - LED LAMPS



PROPOSED SIGNAGE (A) WEST ELEVATION

INSTALL AS INDICATED

S/F MONUMENT SIGN - INT ILLUM (LED'S)

CABINET SIZE - 30" X 5' - 0" X 20" WIDE
CABINET - 24 GA S/METAL, TEXCOATED
CABINET COLOR - SW TRICORN BLACK, SEMIGLOSS LATEX
CORBAL & REVEAL - TEXCOAT & PTM GREEN (TO MATCH BUILDING GUTTERS)
FACE TYPE - .150 LEXAN WITH TRANSLUCENT VINYL
BACKGROUND COLOR - 015 WHITE LEXAN WITH 230-005 IVORY OVERLAY
COPY COLOR(S) - 230-005 IVORY, 220-22 MATTE BLACK AND 230-44 ORANGE VINYL OVERLAY
ADDRESS - ½" FCO, BLACK SINTRA, VHB TAPE & SILICONE
RETAINERS - 2" TYPE - PICTURE FRAME
VISIBLE OPENING - 26" X 4'-8"
ILLUMINATION - LED LAMPS, GE NB 2000
ALL SIGNAGE TO BE UNDERWRITERS LABORATORIES LISTED
BASE - S/METAL - RIVER ROCK VENEER (CULTURED STONE, CSV-2057)
STOREFRONT - SETBACK -

CAPITOL NEON TO FABRICATE & INSTALL

FOOTING SPECIFICATIONS

PIPE SIZE = 4" STD
FOOTING DEPTH (d) = 48"
FOOTING DIAMETER (b) = 30"

SCOPE OF JOB

(A) FABRICATE & INSTALL ONE S/F LED ILLUMINATED MONUMENT SIGN (A).
(B) ELECTRICAL TO SIGN BY OTHERS.
(C) DIGGING OF FOOTING HOLE AND CONCRETE FOR FOOTING TO BE PROVIDED BY OTHERS (ROTATING CART).
(D) CAPITOL NEON TO INSTALL PIPE & SIGNAGE ON SITE.
(E) SECURE PERMIT, MARIPOSA COUNTY.

CAPITOL NEON
5920 ROSEBUD LANE
SACRAMENTO, CA 95841
(916) 349-1800
CCL #668634
CSA

ACCOUNT:	MACT MARIPOSA
LOCATION:	5192 HOSPITAL RD. MARIPOSA, CA 95338
SALES REP:	RON UNDERWOOD
CONTACT:	JOHN ALEXANDER
PHONE:	(209) 754-6258
DATE:	03-09-20
PERMIT:	MARIPOSA COUNTY
DRAWING #:	037-20 MARTIN
REVISION:	NONE
FILE NAME:	MACT MARIP (A) SMALL
SCALE:	NTS

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☐ COPY AND LETTERSTYLE
☐ MATERIALS
☐ COLORS
☐ DIMENSIONS

APPROVALS
CUSTOMER:
LANDLORD:

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MACT Mariposa Amador Calaveras Tuolumne HEALTH BOARD, INC.

NEW DENTAL CLINIC FOR:
M.A.C.T. HEALTH BOARD, INC.
APN:013-020-034 & 036
5204 HOSPITAL ROAD MARIPOSA, CALIFORNIA 95338

AGENCY APPROVALS

A.P.N. 013-020-034 & 035
PERMIT NO. -

DENTAL CLINIC BUILDING SIGN

JOB 212010.15
SCALE AS SHOWN
ISSUED FOR COUNTY DESIGN REVIEW
ON MAY 19, 2021
SHEET NO. SG-002

DENTAL CLINIC - BUILDING SIGN

SCALE: N.T.S.

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No. 2021-XXX

A Resolution Approving General Plan/Area Plan/Zoning Amendment No. 2020-054, Parcel Merger No. 2020-055, and Design Review No. 2020-056 with Findings and Conditions, Including the Finding that the Project is Exempt from Environmental Review. MACT Health Board Inc., applicant. Assessor Parcel Numbers 013-020-003, 013-020-034, and 013-020-036.

WHEREAS, an application for a General Plan/Area Plan/Zoning Amendment, Parcel Merger and Design Review were received on April 27, 2020 from MACT Health Board Inc. for properties located at 5204 and 5192 Hospital Road in Mariposa, also known as Assessor Parcel Number 013-020-003, 013-020-034, and 13-020-036; and

WHEREAS, the Planning Department circulated the application among trustee and responsible agencies, interested public organizations, and others as appropriate; and

WHEREAS, the Planning Director found the project to be exempt from environmental review in accordance with the California Environmental Quality Act and local administrative procedures; and

WHEREAS, a duly noticed Planning Commission public hearing was scheduled for the 23rd day of July 2021; and

WHEREAS, a Staff Report to the Planning Commission was prepared pursuant to the California Government Code, Mariposa County Code, and local administrative procedures; and

WHEREAS, the Planning Commission did hold a public hearing on the noticed date and considered all of the information in the public record, including the Staff Report, testimony presented by the public concerning the application, and the comments of the applicants; and

WHEREAS, the Planning Commission recommended that the Board of Supervisors approve the projects with findings and conditions; and

WHEREAS, a duly noticed Board of Supervisors public hearing was scheduled for the 24th day of August 2021; and

WHEREAS, a Staff Report to the Board of Supervisors was prepared pursuant to the California Government Code, Mariposa County Code, and local administrative procedures; and

WHEREAS, the Board of Supervisors did hold a public hearing on the noticed date and considered all of the information in the public record, including the Staff Report, testimony presented by the public concerning the application, the comments of the applicants, and the recommendation of the Planning Commission.

NOW THEREFORE, BE IT RESOLVED THAT, the Board of Supervisors does hereby approve General Plan/Area Plan/Zoning Amendment No. 2020-054 with findings and conditions including a finding that the project is exempt from environmental review, with the land use change and Design

Attachment: Attachment B- Draft BOS Resolution (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

Review approval effective on the effective date of the zone change; based upon the findings set forth in Exhibit 1.

BE IT THEREFORE FURTHER RESOLVED THAT, the Board of Supervisors of the County of Mariposa does hereby approve Parcel Merger No. 2020-055 and Design Review No. 2020-056, based upon the conditions set forth in Exhibit 2.

BE IT THEREFORE FURTHER RESOLVED THAT, the Board of Supervisors of the County of Mariposa will consider the Planning Commission's recommendation to accept the improved segment of Hospital Road fronting the project site into the county-maintained road system at a later date. This action will be brought to the Board by the Public Works Department after the required road improvements to Hospital Road are completed.

BE IT THEREFORE FINALLY RESOLVED THAT, this action shall be effective on the effective date of Ordinance No._____.

ON MOTION BY Supervisor _____, seconded by Supervisor _____ this resolution is duly passed and adopted this 24th day of August 2021 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

_____
Marshall Long, Chair
Mariposa County Board of Supervisors

Attest:

_____
René LaRoche
Clerk of the Board of Supervisors

APPROVED AS TO LEGAL FORM

_____
Steven W. Dahlem
County Counsel

Attachment: Attachment B- Draft BOS Resolution (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

Attachment: Attachment B- Draft BOS Resolution (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

Exhibit 1 — Findings for Approval

In accordance with Section 17.128.050 of the Mariposa County Zoning Code, the following findings are made for General Plan Area Plan Zoning Amendment (GPZA) Application No. 2020-054, Parcel Merger (PM) Application No. 2020-055 and Major Design Review (DR) Application No. 2020-056:

General Plan/ Area Plan / Zoning Amendment Findings

1. **FINDING:** This amendment is in the general public interest and will not have a significant adverse effect on the general public health, safety, peace, and welfare.

   EVIDENCE: The project will provide affordable dentistry near both the existing developed multi-family housing and the health care hub of John C. Fremont hospital in the town of Mariposa. The project proposes 4,885 square foot dental clinic that will serve the Native American population as well as low income households. The project site encroachment to the proposed 17-space parking lot is proposed to be improved. The project will be implemented in accordance with all requirements contained in state and local codes relating to drainage, building and utility construction, roadway/driveway and parking lot construction and signage. The property is located within the Mariposa Town Planning Area, the area of Mariposa County which serves as the central commercial center, providing services to residents. Adequate provisions for water, wastewater, garbage, and parking facilities are available at the project site to ensure that the area will not be negatively impacted. The proposed dental clinic project will be required to meet all development standards except those waived or reduced in accordance with applicable state law.

2. **FINDING:** This amendment is desirable for the purpose of improving the Mariposa County General Plan with respect to providing a long term guide for County development and a short term basis for day-to-day decision making.

   EVIDENCE: Amending the land use of 0.52 acres of the project site to the Professional Office land use classification and the rezoning of the subject property to the Professional Office zoning classification provides a clear plan for the future development of the area in a manner consistent with the General Plan. Removing 0.52 acres from Multi-family Residential zone will not impact the County's ability to achieve the goal of providing multi-family residential housing in accordance with the 2019-2024 Housing Element contained in the General Plan. It will not impact the county's ability to meet its Regional Housing Assessment Needs. The project helps to implement General Plan goals, policies and implementation measures. Implementation Measure 5-2a(4) states that *"No urban expansion shall occur within the Mariposa Town Planning Study Area unless water and sewage disposal are available from a centrally coordinated and managed system."* The dental office building will connect to Mariposa Public Utility District water and sewer facilities. Policy 5-4a of the General Plan states: *"Cluster commercial and service development in planning areas and Rural Economic land use classifications."* The project is located in the Mariposa Town Planning Area. Implementation Measure 5-4a(1) that implement this policy specifically identify healthcare facilities that serve the greater County population and a regional or greater customer base as uses that are required to be located in Town Planning Areas. Implementation Measure 5-4a(2) identifies healthcare facilities that are intended to serve the neighborhood needs as uses that may be located in Planning Areas. The amendment will allow for additional medical services for Native American residents as well as affordable dentistry to residents of Mariposa County. The project site is adjacent to the John C. Fremont hospital and other medical office buildings as well as multiple apartment complexes that provide low cost and senior housing. The project will assist in centrally locating healthcare services, effectively creating a "healthcare hub" adjacent to the densely populated multi-family apartment complexes. Transit services are available near the project

site and provide public transportation to the dental clinic from outlying communities such as Midpines and Catheys Valley.

3. **FINDING:** This amendment conforms to the requirements of State law and County policy.

   EVIDENCE: State law governing the adoption of general plans requires that the adopted plan include provisions for amendments. Those provisions are included in the adopted Mariposa County General Plan and in the Mariposa County Zoning Code. This application has been processed in accordance with all requirements of State laws and local ordinances.

4. **FINDING:** This amendment is consistent with other guiding policies, goals, policies and standards of the Mariposa County General Plan.

   EVIDENCE: The development of services unrelated to tourism is consistent with the guiding principles of the General Plan to create a sustainable and diverse economy. The project is consistent with the goals and policies in the Economic Development section of the General Plan. Economic development policies include the expansion of career opportunities by encouraging economic diversification. This project has the potential to create several professional career opportunities for county residents. Expansion of essential healthcare services within the County provides an economic benefit, allowing residents to spend money locally and reducing the need for to seek services outside of the community. The availability of additional local services also provides an environmental benefit by reducing the need to commute out of the area for services. The project location is ideal for preventing urban sprawl by utilizing an already developed site in an area with similar uses. The site has existing services on-site such as sewer, water and access. Rezoning a 0.52-acre area from Multi-Family residential to Professional Office will not have a significant impact on the County's ability to meet its Regional Housing Needs Allocation as established by the California Department of Housing and Community Development. The project is not inconsistent with nor does it conflict with the 2019-2024 Housing Element contained in the Mariposa County General Plan. The amendment is consistent with other guiding policies, goals, policies and standards of the Mariposa County General Plan. The project will be subject to all applicable to all land use development policies contained in the General Plan.

5. **FINDING:** The subject parcel is physically suitable (including, but not limited to access, provision of utilities and infrastructure, compatibility with adjoining land uses, and absence of physical constraints) for the requested land use designation and the anticipated land use development.

   EVIDENCE: The subject parcel is found to be physically suitable for the proposed zoning classification. Water, sewer, phone, and power are already installed at the subject property, with frontage access to Hospital Road. The sites will require minimal changes to accommodate the proposed dental clinic. The project is proposed at a site with several similar uses within the Mariposa Town Planning Area. The site is similar to other properties nearby in the town of Mariposa that are zoned Professional Office. Approximately half of the parcels in the immediate vicinity of the project site are zoned Professional Office or Public/Quasi Public and house the hospital and other healthcare facilities. The remainder of the adjacent parcels are zoned Multi-Family Residential and provide low income and senior apartments with some vacant Single Family Residential ½ acre. The proposed medical professional office project will be consistent with the intended use anticipated for the area. The site is physically suited to the type of development proposed. There are no physical constraints that would preclude the implementation of the project. Site development will conform to all applicable standards contained in the Mariposa Town Planning Area Town Plan and additional regulations relating to grading practices.

Attachment: Attachment B- Draft BOS Resolution (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

6. **FINDING:** The proposed zoning is logical and desirable to provide expanded employment opportunities, or basic services to the immediate residential population or touring public.

   EVIDENCE: The proposed zoning is logical and desirable in that it provides much needed dental services to Native American and low-income residents of the county. It will also provide several high paying technical and professional jobs for residents of Mariposa County. Expanding dental services will help to diversify the economy by providing jobs that do not depend on tourism.

Parcel Merger Findings

7. **FINDING:** The parcel size, configuration, and density standards conform to the Professional Office Zoning development standards.

   EVIDENCE: The merged parcel and additional development on the parcel will conform to all size, parcel configuration, setback, and density standards. The pre-merged parcels currently comply with all zoning, parcel configuration, setbacks and density standards. The merged parcel will comply with all development standards as a result of the zone change, parcel merger and design review.

Design Review Findings

8. **FINDING:** Major Design Review No. 2020-056 shall comply with all applicable zoning and land use requirements as defined in Section 17.320 of the Mariposa County Zoning Ordinance, Professional Office Zone.

   EVIDENCE: Approval of the proposed zone change from Multi-Family to Professional Office will allow for the development of the dental clinic as a permitted use. The site has all services available to support the structures, including community sewer and water services. Thus, this project complies with Section 17.320 of the Mariposa County Zoning Ordinance and conforms to applicable zoning and land use requirements.

9. **FINDING:** Development within the Design Review Overlay Zone shall conform to architectural theme and development guidelines established by the board of supervisors pursuant to Subsection (G) of Section 17.66.010 of the Mariposa County Zoning Ordinance.

   EVIDENCE: Based upon the recommended conditions, the final site plan and project design will be required to comply with all applicable sections of 17.366.060 of the Mariposa County Zoning Ordinance and shall conform to applicable Architectural Theme and Development Review Guidelines and Design Review Overlay Zone requirements relating to exterior color schemes and materials, landscaping, parking, shading, and signage as required in the Design Review Guidelines.

10. **FINDING:** Buildings should generally be light colors in warm tones. Trim may be brighter or darker colors to compliment architectural features as defined in Section 17.366.060.B.6 of the Mariposa County Zoning Ordinance.

    EVIDENCE: The project proposes to use materials and colors that match the applicant's adjacent building. The building finishes will be stucco painted in a light color to match the existing medical offices with a stucco brick façade also painted in to match the existing building and provide a contrast to the light color base. The project also proposes a green standing seam metal roof.

11. **FINDING:** Parking shall consist of one (1) space for each two hundred (200) sq. ft. of gross floor area, except floor area used exclusively for storage for medical offices

Attachment: Attachment B- Draft BOS Resolution (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

EVIDENCE: The project is proposing to utilize both the existing parking lot with thirty-seven (37) spaces and is proposing to construct an additional seventeen (17) spaces in a separate lot adjacent to the proposed dental clinic for a total of fifty-two (54) parking spaces. The project requires forty-eight (48) parking spaces based on the combined square footage of the existing and proposed medical offices.

12. **FINDING:** Landscaping is necessary to enhance architectural features, screen unsightly areas and provide an attractive transition from street to building and between adjacent developments. Landscaping shall include existing and planned vegetation, fences, walls, pedestrian ways, exterior furniture and patios, berms, and irrigation systems. Landscaping shall also utilize indigenous and/or water conserving plants as defined in Section 17.366.070.C of the Mariposa County Zoning Ordinance and comply with the state Model Water Efficient Landscaping Ordinance (MWELO).

    EVIDENCE: The project proposes to extend the existing sidewalk from the frontage of the existing medical offices along the frontage of the proposed dental clinic. The project is proposing to use drought tolerant vegetation that perform well in the Mariposa County climate. Irrigation will be fully automatic and conform to state MWELO requirements.

13. **FINDING:** Planting areas for interior landscaping shall be designed so as to maximize provision of shade throughout the parking area during the summer months.

    EVIDENCE: The project proposes to incorporate several such as western redbud and costal live oak to provide shading for parking in the proposed seventeen (17) space parking lot. The project will provide one (1) tree per every five (5) spaces in the proposed parking lot for a total of three (3) shade trees minimum.

14. **FINDING:** Internally lit signs or signs not made of natural materials or modern materials which closely resemble natural materials, shall have maximum area of thirty-two (32) square feet for each sign and the aggregate of all signs for each business. If external lighting is used for signs, the lighting shall be shielded and directional and shall not shine light off-site.

    EVIDENCE: The project proposes to replace signage at the existing medical offices and install an internally lit, seventeen (17) square foot sign on a stone pedestal. The project also proposes a similar internally lit, eleven (11) square foot sign for the proposed dental clinic. The proposed signs will compliment and integrate into the overall site design.

Environmental Review Finding:

15. **FINDING**: This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Exemptions established by CEQA Guidelines Section 15061 (b)(3) – Common Sense Exemption. The site has been significantly disturbed by the development of a single-family residence. The demolition of the existing residence and the construction of the dental office building will be subject to all existing permitting requirements. Utilities are available to the project site and new infrastructure will be constructed to all applicable standards. Design of the new structure will be subject to all applicable design review standards.

Attachment: Attachment B- Draft BOS Resolution (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

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Exhibit 2 – Conditions of Approval

PROJECT DESCRIPTION

GPZA No. 2020-054, PM No. 2020-055 and Design Review No. 2020-056 propose to change the designation of a 0.52-acre parcel from Multi-Family Residential (MFR) to Professional Office (PO) and merge that parcel with the adjacent MACT Health Clinic in order to develop a dental clinic. The properties are located at 5204 and 5192 Hospital Road in Mariposa, CA and are also known as Assessor's Parcel Number 013-020-034 and 036 (Parcel A) and APN 013-020-030 (Parcel B).

The project proposes to remove the existing single-family residence consisting of a 1,761 square foot living area, a 546 square foot garage, and a 610 square foot porch and to construct a new 4,885 square foot dental clinic office building with landscaping and signage. Seventeen parking spaces are proposed to be constructed as part of the project.

Primary access to the project will be from Hospital Road and existing encroachment to be improved. The project site is currently served by Mariposa Public Utility District (MPUD) for both water and sewer. There is an existing well on the property that the applicant proposes to use for landscape irrigation.

CONDITIONS OF APPROVAL

General Conditions

1. Approval is for the project as described in the Project Description above and the site plans dated May 20, 2021.

2. The applicant has three (3) years to obtain a grading or building permit for construction of the project. The applicant may request one or more-time extensions of up to eighteen (18) months. Time extension applications must be submitted prior to the expiration date of the approval.

   (Section 17.08.170 of Mariposa County Zoning Ordinance)

3. The Design Review shall be vested by the issuance of the first building permit within 36 months from the effective date of approval of the project.

   (Section 17.08.170 of Mariposa County Zoning Ordinance)

4. Prior to the issuance of a building permit and prior to issuance of a Certificate of Occupancy, all fees associated with the County's processing of this project and filing of associated documents shall be paid.

   (Section 17.08.050 of Mariposa County Zoning Ordinance)

5. Prior to the issuance of any grading or building permits, the applicant shall submit the following FINAL plans with the Grading or Building Permit Application for approval by the Planning Director:

   a. Site Plan, which shows all easements, parking lots, building locations and any other significant features including but not limited to trash and recycling areas, any backup generators that may be contemplated and retaining walls and fencing.
   b. Landscape/Hardscaping Plans, which show all vegetation types, sidewalks, pathways, stairs and railings, irrigation methods and Model Water Efficient Landscape Ordinance (MWELO) calculations, and retaining walls with proposed material types for the walls, plans shall include the treatments of all retaining walls on-site.

c. Building Elevations for all buildings and all outbuildings with proposed finishes and door and window schedules.
d. Signage Plans, which show dimensions, materials, locations, fonts and colors for all signs including wayfinding signs.
e. Lighting Plans, which show the exterior lighting fixture schedule with fixture locations and elevations. (Lighting must meet International Dark Sky Association requirements per Mariposa County General Plan).
f. All exterior mechanical equipment shall be shown on plans including proposed screening. Mechanical equipment shall be enclosed or screened from public view either by utilizing materials compatible with the building or locating them away from public view.

The final plans shall clearly be labeled to match the approved plans for Design Review 2020-056 and conditions established herein. All physical construction for the project shall be in substantial conformance with the FINAL approved plans.

(Section 17.336.060 of Mariposa County Zoning Ordinance)

6. No changes to the approved site plan, exterior design, color, or materials of any structure or landscaping shall be permitted without review by and written approval of the Planning Director pursuant to applicable conditions for the project.

(Section 17.066.010 of Mariposa County Zoning Ordinance)

7. Minor amendments in the configuration and materials of the proposed development may be approved by the Planning Director provided that any expansion does not exceed 10% of the size of area of the approved facility (any amount of a reduction in size of area of the facility may be allowed), and provided a finding can be made that the modification does not create impacts which were not addressed in the original project approval.

(Mariposa Planning Recommendation)

8. Prior to issuance of a Certificate of Occupancy, the Planning Director or her designee shall conduct a site inspection to ensure that all applicable conditions have been satisfied.

(Section 17.066.010 of Mariposa County Zoning Ordinance)

9. Noncompliance with any of the conditions of approval for Design Review No. 2020-056 may be grounds for revocation of the approval.

(Mariposa Planning Recommendation)

Construction Conditions

10. No site disturbance activities shall commence without the issuance of a grading or building permit.

(Planning Department Recommendation)

11. Prior to the commencement of any grading, building, encroachment improvements, road improvements, frontage improvements, construction or other maintenance activities required as a condition of approval for the project a consultation meeting with the Public Works Department, the Planning Department, the applicant, the agent, the road/construction contractor, MPUD, and CALFIRE shall occur. Any and all costs associated with the consultation shall be the responsibility of the applicant. The County Engineer

Attachment: Attachment B- Draft BOS Resolution (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

shall verify that this condition has been met prior to issuance of any encroachment permit required for this project and prior to the scheduling of any on-site inspections of road or other improvements.

(Public Works Recommendation)

12. Construction activities occurring outdoors shall not commence prior to the hours of 7:00 a.m. Monday through Friday, and 8:00 a.m. on Saturdays. All construction activities occurring outdoors shall cease by sunset Monday through Saturday. No outdoor construction shall be permitted on Sundays. The Planning Department shall monitor noise through complaints by the neighbors.

(Mariposa Planning Department Recommendation)

13. Provisions shall be made for the on-site storage of all solid waste generated during construction and operation of the project. All solid waste shall be placed in trash bins to maintain the site in a safe and attractive condition. Solid waste which cannot be contained in trash bins on site shall be removed from the site on a weekly basis.

(Mariposa Planning Recommendation)

Environmental Conditions

14. All applicable Air Pollution Control District (APCD) requirements, including but not limited to, Naturally Occurring Asbestos, dust mitigation and idling diesel engines shall be met prior to building or grading permit issuance, during construction, prior to occupancy, and during operation to the satisfaction of the County Air Pollution Control Officer.

(Mariposa Planning Recommendation)

15. The project shall install and maintain onsite pollutant control measures during project construction and operation as required to ensure NPDES compliance. The permit holder shall provide the Planning Director with a copy of its approved State Water Resources Control Board Construction Activity Storm Water Permits prior to issuance of a building or grading permit and any other State Water Resources Control Board operational permits as may be required.

(Mariposa Planning Recommendation)

16. The project shall install and maintain onsite runoff attenuation facilities with sufficient capacity to reduce 100-year project stormwater runoff rates (or as required by the Building Department or County Engineer) to those currently generated by the project site. The project engineered grading plans shall include these facilities. County Engineer approval of the plan is required prior to grading or building permit issuance.

Fire/Safety Conditions

17. Prior to the issuance of any building or grading permits, the Planning Director shall receive a letter from the CALFIRE indicating the final design meets the State Responsibility Area Firesafe Requirements for signage, driveways, gates, roads, emergency water supply, fire hydrants, defensible space, and as otherwise specified in 14 CCR§1270 et. Seq.

(Mariposa Planning Recommendation)

18. Prior to the issuance of any building or grading permits, MPUD verification indicating the final design meets the MPUD requirements for fire flow adequacy is required.

(Mariposa Planning & MPUD Recommendation)

Attachment: Attachment B- Draft BOS Resolution (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

19. The project shall meet all applicable standards of PRC 4290, PRC 4291, Mariposa County Fire, and requirements of the State Fire Marshall's Office for commercial structures as may be applicable.

    (Mariposa Planning Recommendation)

Utility Conditions

20. All utilities, except for propane storage tanks, shall be underground within the project site.

    (Section 17.336.060, Mariposa County Code)

21. Prior to grading or building permit issuance, MPUD approval of the proposed final plans shall be required. Connection to the Mariposa Public Utility District (MPUD) water and wastewater services and compliance with the MPUD Fire Protection Ordinance is required. The applicant shall contact MPUD for permit requirements, including any necessary infrastructure to provide adequate fire flows and fire hydrants. MPUD approval is required prior to final occupancy of the project.

    (Section 17.336.050.B, Mariposa County Code)

22. The telephone company shall be contacted prior to construction in order to coordinate the location of telephone facilities.

    (Sierra Telephone Recommendation)

Parking Conditions

23. Final parking design shall be submitted with the building permit application. The plans shall include the design of the required parking area drawn to scale. Final design shall include all parking spaces and maneuvering areas, curb cuts, landscaping, shading calculations and other improvements. The FINAL parking lot design shall be identified on the plans submitted with the building permit application and approved by the Planning Director prior to building permit issuance and shall be inspected on site by Planning Director or her designee for substantial conformance with the FINAL approved plans prior to issuance of a Certificate of Occupancy.

    (Section 17.336.030 of the Mariposa County Zoning Ordinance)

24. Planting areas for interior landscaping shall be designed so as to maximize provision of shade throughout the parking area for both the existing and proposed parking lots during the summer months. Tree coverage shall be determined by the approximate crown diameter of each tree at fifteen (15) years as estimated on the approved tree list. The percentage of area required to be shaded shall be based upon the number of parking spaces provided.

    (Section 17.336.060.C of Mariposa County Zoning Ordinance)

25. The parking lot shall comply with all handicapped accessibility requirements as established by Title 24 of the California Code of Regulations. The Building Director shall approve the parking lot pursuant to these regulations prior to issuance of a grading permit for the project. Verification by the Building Director that the parking lot meets Title 24 of California Code of Regulations shall be required prior to issuance of Certificate of Occupancy.

    (Title 24 California Code of Regulations)

Frontage and Road Improvement Conditions

Attachment: Attachment B- Draft BOS Resolution (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

26. A commercial driveway encroachment permit for access onto Hospital Road shall be obtained from the Public Works Department prior to issuance of a grading or building permit. All required encroachment improvements shall be completed and approved by Public Works prior to issuance of a Certificate of Occupancy.

    (Mariposa County Road Improvement and Circulation Policy)

27. The construction of any of the required access and/or frontage improvements for this project shall not negatively impact any off-site improvements or parcels such as, but not limited to, existing driveways serving existing development.

    (Mariposa County Recommendation)

28. All proposed road improvements shall be done in accordance with the Mariposa County Improvement Standards. The Hospital Road extension road from the end of the existing Hospital Road paved section directly adjacent the project site, along the project frontage, shall be improved to a Town Class IV standard, which requires a twenty-four (24) foot, paved road with parking, curb and gutter, and sidewalks. The resulting roadway section shall meet these minimum criteria prior to issuance of a Certificate of Occupancy. The proposed road improvements shall be completed in accordance with the Road Improvement and Circulation Policy (RICP) and the County Improvement Standards and shall be approved by the County Engineer or a licensed civil engineer with a signed, wet-stamped letter indicating that the improvements meet the RICP and the County Improvement Standards. Engineered improvement plans prepared by a Registered Civil Engineer shall be required and approved by the County Engineer prior to commencement on the proposed road improvements. If required, any necessary encroachment permits from the Public Works Department shall be obtained.

    (Applicant Proposal; Chart A and Section II.D.2.a, Road Improvement and Circulation Policy)

29. A formal request for acceptance of the project improved Hospital Road extension to the Public Works Department, for acceptance by the County into the County maintained road system by the Board of Supervisors is required. To be accepted into the County Road system, offers of dedication would be required to provide for a continuous easement to a road currently within the County Road system.

    If acceptance into the County maintained road system does not occur, one of the follow two alternatives must be met:

    Alternative 1: A road maintenance association shall be formed to provide for the maintenance of the off-site easement roads providing access to the project site (Hospital Road). Maintenance shall include, but not be limited to, drainage and erosion control devices, fuel modification, and upkeep of road surfaces. The Road Maintenance Association provisions shall be developed by the applicant so that the project site served by the easement roads shall be responsible for road maintenance. These provisions shall be reviewed and approved by the County Engineer prior to issuance of a Certificate of Occupancy and shall:

    a. Be in effect for the life of the project unless said maintenance is taken over by the County, a special district, or other governmental entity.
    b. Provide for annual maintenance and the immediate correction of emergency and hazard situations.
    c. Include the project parcel.
    d. Provide a mechanism for the road maintenance association to collect delinquent payments or assessments for the maintenance described above by filing a lien on the delinquent properties.
    e. Provide a mechanism for new parcels to be added to the association.

    Or

Attachment: Attachment B- Draft BOS Resolution (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

Alternative 2: The applicant may join into an existing Road Maintenance Association for Hospital Road, if there is one which is active, and which generally accomplishes the objectives described in this condition. If the applicant elects this alternative, the applicant shall provide evidence that the subject parcel is legally "joined" into the existing association and shall provide information about the association.

County Engineer verification that this condition has been met shall be required prior to Certificate of Occupancy for the project.

(Public Works Department Recommendation; Section II.I, Road Improvement and Circulation Policy)

Attachment: Attachment B- Draft BOS Resolution (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

Draft
MARIPOSA COUNTY
NOTICE OF EXEMPTION

TO: **County Clerk, County of Mariposa**
P.O. Box 247
Mariposa, CA 95338

FROM: **Mariposa County**
Planning Department
P.O. Box 2039
Mariposa, CA 95338

Project Title: General Plan/Area Plan/Zoning Amendment No. 2020-054, Parcel Merger No. 2020-055, and Major Design Review No. 2020-056

Project Address: 5192 and 5204 Hospital Road, Mariposa, CA

Project Parcels: APNs 013-020-003, 034 and 036

Description of Project: Rezone of 0.52 acres from Multi-Family Residential to Professional Office; merger of three parcels into a single parcel totaling 1.55 acres; the demolition of a single-family residence; and the construction of a 4,885 sq. ft. dental office building.

Name of Public Agency Approving Project: Mariposa County Board of Supervisors

Name of Proponent Carrying Out Project: M.A.C.T. Health Board, Inc.

Exempt Status: Common Sense Exemption; Section 15061(b)(3)

Reason Why Project Is Exempt: This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) – common sense exemption – (there is no possibility the activity in question may have a significant effect on the environment), CEQA Guidelines. The site has been significantly disturbed by the development of a single-family residence. The demolition of the existing residence and the construction of the dental office building will be subject to all existing permitting requirements. Utilities are available to the project site and new infrastructure will be constructed to all applicable standards. Design of the new structure will be subject to all applicable design review standards.

Lead Agency Contact Person: Steve Engfer, Senior Planner

Phone Number: (209) 742-1250

Mariposa County Board of Supervisors
by

_____ _____

Sarah Williams
Planning Director

Date

Attachment: Attachment C- MACT Draft NOE (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
PLANNING COMMISSION

Resolution
No. 2021-013

A Resolution Recommending the Board of Supervisors Approve General Plan/Area Plan/Zoning Amendment No. 2020-054; Parcel Merger No. 2020-055; and Design Review No. 2020-056 with Findings and Conditions, Including the Finding that the Project is Exempt from Environmental Review. MACT Health Board Inc., applicant. Assessor Parcel Numbers 013-020-003, 013-020-034, and 013-020-036.

WHEREAS, an application for a General Plan/Area Plan/Zoning Amendment, Parcel Merger and Design Review were received on April 27, 2020 from MACT Health Board Inc. for properties located at 5204 and 5192 Hospital Road in Mariposa, also known as Assessor Parcel Number 013-020-003, 013-020-034, and 13-020-036; and

WHEREAS, the Planning Department circulated the application among trustee and responsible agencies, interested public organizations, and others as appropriate; and

WHEREAS, a duly noticed public hearing was scheduled for the 23rd day of July 2021; and

WHEREAS, the Planning Director found the project to be exempt from environmental review in accordance with the California Environmental Quality Act and local administrative procedures; and

WHEREAS, a Staff Report was prepared pursuant to the California Government Code, Mariposa County Code, and local administrative procedures; and

WHEREAS, the Planning Commission did hold a public hearing on the noticed date and considered all of the information in the public record, including the Staff Report, testimony presented by the public concerning the application, and the comments of the applicants.

NOW THEREFORE, BE IT RESOLVED THAT, the Planning Commission of the County of Mariposa does hereby recommend that the Board of Supervisors find that the project is exempt from environmental review.

BE IT THEREFORE FURTHER RESOLVED THAT, the Planning Commission of the County of Mariposa does hereby recommend that the Board of Supervisors approve General Plan/Area Plan/Zoning Amendment No. 2020-054 with findings and conditions including a finding that the project is exempt from environmental review, with the land use change and Design Review approval effective on the effective date of the zone change; based upon the findings set forth in Exhibit 1.

BE IT THEREFORE FURTHER RESOLVED THAT, the Planning Commission of the County of Mariposa does hereby recommend that the Board of Supervisors conditionally

Attachment: Attachment D- PC Resolution (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

approve Parcel Merger No. 2020-055 and Design Review No. 2020-056, based upon the conditions set forth in Exhibit 2.

BE IT THEREFORE FINALLY RESOLVED THAT, the Planning Commission of the County of Mariposa does hereby recommend that the Board of Supervisors accept the improved segment of Hospital Road fronting the project site into the county-maintained road system.

ON MOTION BY Commissioner Herman, seconded by Commissioner McCamman this resolution is duly passed and adopted this 23rd day of July 2021 by the following vote:

AYES: Herman, Smith, Walls, McCamman, Wilmeth

NOES: None

EXCUSED: None

ABSTAIN: None

Edward J. Walls

Ed Walls, Chair
Mariposa County Planning Commission

Attest:

Carol Suggs, Secretary to the
Mariposa County Planning Commission

Attachment: Attachment D- PC Resolution (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

Exhibit 1—Recommended Findings for Approval

In accordance with Section 17.128.050 of the Mariposa County Zoning Code, the following findings are made for General Plan Area Plan Zoning Amendment (GPZA) Application No. 2020-054, Parcel Merger (PM) Application No. 2020-055 and Major Design Review (DR) Application No. 2020-056:

General Plan/ Area Plan / Zoning Amendment Findings

1. **FINDING:** This amendment is in the general public interest and will not have a significant adverse effect on the general public health, safety, peace, and welfare.

   EVIDENCE: The project will provide affordable dentistry near both the existing developed multi-family housing and the health care hub of John C. Fremont hospital in the town of Mariposa. The project proposes 4,885 square foot dental clinic that will serve the Native American population as well as low income households. The project site encroachment to the proposed 17-space parking lot is proposed to be improved. The project will be implemented in accordance with all requirements contained in state and local codes relating to drainage, building and utility construction, roadway/driveway and parking lot construction and signage. The property is located within the Mariposa Town Planning Area, the area of Mariposa County which serves as the central commercial center, providing services to residents. Adequate provisions for water, wastewater, garbage, and parking facilities are available at the project site to ensure that the area will not be negatively impacted. The proposed dental clinic project will be required to meet all development standards except those waived or reduced in accordance with applicable state law.

2. **FINDING:** This amendment is desirable for the purpose of improving the Mariposa County General Plan with respect to providing a long term guide for County development and a short term basis for day-to-day decision making.

   EVIDENCE: Amending the land use of 0.52 acres of the project site to the Professional Office land use classification and the rezoning of the subject property to the Professional Office zoning classification provides a clear plan for the future development of the area in a manner consistent with the General Plan. Removing 0.52 acres from Multi-family Residential zone will not impact the County's ability to achieve the goal of providing multi-family residential housing in accordance with the 2019-2024 Housing Element contained in the General Plan. It will not impact the county's ability to meet its Regional Housing Assessment Needs. The project helps to implement General Plan goals, policies and implementation measures. Implementation Measure 5-2a(4) states that *"No urban expansion shall occur within the Mariposa Town Planning Study Area unless water and sewage disposal are available from a centrally coordinated and managed system."* The dental office building will connect to Mariposa Public Utility District water and sewer facilities. Policy 5-4a of the General Plan states: *"Cluster commercial and service development in planning areas and Rural Economic land use classifications."* The project is located in the Mariposa Town Planning Area. Implementation Measure 5-4a(1) that implement this policy specifically identify healthcare facilities that serve the greater County population and a regional or greater customer base as uses that are required to be located in Town Planning Areas. Implementation Measure 5-4a(2) identifies healthcare facilities that are intended to serve the neighborhood needs as uses that may be located in Planning Areas. The amendment will allow for additional medical services for Native American residents as well as affordable dentistry to residents of Mariposa County. The project site is adjacent to the John C. Fremont hospital and other medical office buildings as well as multiple apartment complexes that provide low cost and senior housing. The project will assist in centrally locating healthcare services, effectively creating a "healthcare hub" adjacent to the densely populated multi-family apartment complexes. Transit services are available near the project

Attachment: Attachment D- PC Resolution (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

site and provide public transportation to the dental clinic from outlying communities such as Midpines and Catheys Valley.

3. **FINDING:** This amendment conforms to the requirements of State law and County policy.

   EVIDENCE: State law governing the adoption of general plans requires that the adopted plan include provisions for amendments. Those provisions are included in the adopted Mariposa County General Plan and in the Mariposa County Zoning Code. This application has been processed in accordance with all requirements of State laws and local ordinances.

4. **FINDING:** This amendment is consistent with other guiding policies, goals, policies and standards of the Mariposa County General Plan.

   EVIDENCE: The development of services unrelated to tourism is consistent with the guiding principles of the General Plan to create a sustainable and diverse economy. The project is consistent with the goals and policies in the Economic Development section of the General Plan. Economic development policies include the expansion of career opportunities by encouraging economic diversification. This project has the potential to create several professional career opportunities for county residents. Expansion of essential healthcare services within the County provides an economic benefit, allowing residents to spend money locally and reducing the need for to seek services outside of the community. The availability of additional local services also provides an environmental benefit by reducing the need to commute out of the area for services. The project location is ideal for preventing urban sprawl by utilizing an already developed site in an area with similar uses. The site has existing services on-site such as sewer, water and access. Rezoning a 0.52-acre area from Multi-Family residential to Professional Office will not have a significant impact on the County's ability to meet its Regional Housing Needs Allocation as established by the California Department of Housing and Community Development. The project is not inconsistent with nor does it conflict with the 2019-2024 Housing Element contained in the Mariposa County General Plan. The amendment is consistent with other guiding policies, goals, policies and standards of the Mariposa County General Plan. The project will be subject to all applicable to all land use development policies contained in the General Plan.

5. **FINDING:** The subject parcel is physically suitable (including, but not limited to access, provision of utilities and infrastructure, compatibility with adjoining land uses, and absence of physical constraints) for the requested land use designation and the anticipated land use development.

   EVIDENCE: The subject parcel is found to be physically suitable for the proposed zoning classification. Water, sewer, phone, and power are already installed at the subject property, with frontage access to Hospital Road. The sites will require minimal changes to accommodate the proposed dental clinic. The project is proposed at a site with several similar uses within the Mariposa Town Planning Area. The site is similar to other properties nearby in the town of Mariposa that are zoned Professional Office. Approximately half of the parcels in the immediate vicinity of the project site are zoned Professional Office or Public/Quasi Public and house the hospital and other healthcare facilities. The remainder of the adjacent parcels are zoned Multi-Family Residential and provide low income and senior apartments with some vacant Single Family Residential ½ acre. The proposed medical professional office project will be consistent with the intended use anticipated for the area. The site is physically suited to the type of development proposed. There are no physical constraints that would preclude the implementation of the project. Site development will conform to all applicable standards contained in the Mariposa Town Planning Area Town Plan and additional regulations relating to grading practices.

Attachment: Attachment D- PC Resolution (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

6. **FINDING:** The proposed zoning is logical and desirable to provide expanded employment opportunities, or basic services to the immediate residential population or touring public.

   EVIDENCE: The proposed zoning is logical and desirable in that it provides much needed dental services to Native American and low income residents of the county. It will also provide several high paying technical and professional jobs for residents of Mariposa County. Expanding dental services will help to diversify the economy by providing jobs that do not depend on tourism.

Parcel Merger Findings

7. **FINDING:** The parcel size, configuration, and density standards conform to the Professional Office Zoning development standards.

   EVIDENCE: The merged parcel and additional development on the parcel will conform to all size, parcel configuration, setback, and density standards. The pre-merged parcels currently comply with all zoning, parcel configuration, setbacks and density standards. The merged parcel will comply with all development standards as a result of the zone change, parcel merger and design review.

Design Review Findings

8. **FINDING:** Major Design Review No. 2020-056 shall comply with all applicable zoning and land use requirements as defined in Section 17.320 of the Mariposa County Zoning Ordinance, Professional Office Zone.

   EVIDENCE: Approval of the proposed zone change from Multi-Family to Professional Office will allow for the development of the dental clinic as a permitted use. The site has all services available to support the structures, including community sewer and water services. Thus, this project complies with Section 17.320 of the Mariposa County Zoning Ordinance and conforms to applicable zoning and land use requirements.

9. **FINDING:** Development within the Design Review Overlay Zone shall conform to architectural theme and development guidelines established by the board of supervisors pursuant to Subsection (G) of Section 17.66.010 of the Mariposa County Zoning Ordinance.

   EVIDENCE: Based upon the recommended conditions, the final site plan and project design will be required to comply with all applicable sections of 17.366.060 of the Mariposa County Zoning Ordinance and shall conform to applicable Architectural Theme and Development Review Guidelines and Design Review Overlay Zone requirements relating to exterior color schemes and materials, landscaping, parking, shading, and signage as required in the Design Review Guidelines.

10. **FINDING:** Buildings should generally be light colors in warm tones. Trim may be brighter or darker colors to compliment architectural features as defined in Section 17.366.060.B.6 of the Mariposa County Zoning Ordinance.

    EVIDENCE: The project proposes to use materials and colors that match the applicant's adjacent building. The building finishes will be stucco painted in a light color to match the existing medical offices with a stucco brick façade also painted in to match the existing building and provide a contrast to the light color base. The project also proposes a green standing seam metal roof.

11. **FINDING:** Parking shall consist of one (1) space for each two hundred (200) sq. ft. of gross floor area, except floor area used exclusively for storage for medical offices

Attachment: Attachment D- PC Resolution (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

EVIDENCE: The project is proposing to utilize both the existing parking lot with thirty-seven (37) spaces and is proposing to construct an additional seventeen (17) spaces in a separate lot adjacent to the proposed dental clinic for a total of fifty-two (54) parking spaces. The project requires forty-eight (48) parking spaces based on the combined square footage of the existing and proposed medical offices.

12. **FINDING:** Landscaping is necessary to enhance architectural features, screen unsightly areas and provide an attractive transition from street to building and between adjacent developments. Landscaping shall include existing and planned vegetation, fences, walls, pedestrian ways, exterior furniture and patios, berms, and irrigation systems. Landscaping shall also utilize indigenous and/or water conserving plants as defined in Section 17.366.070.C of the Mariposa County Zoning Ordinance and comply with the state Model Water Efficient Landscaping Ordinance (MWELO).

    EVIDENCE: The project proposes to extend the existing sidewalk from the frontage of the existing medical offices along the frontage of the proposed dental clinic. The project is proposing to use drought tolerant vegetation that perform well in the Mariposa County climate. Irrigation will be fully automatic and conform to state MWELO requirements.

13. **FINDING:** Planting areas for interior landscaping shall be designed so as to maximize provision of shade throughout the parking area during the summer months.

    EVIDENCE: The project proposes to incorporate several such as western redbud and costal live oak to provide shading for parking in the proposed seventeen (17) space parking lot. The project will provide one (1) tree per every five (5) spaces in the proposed parking lot for a total of three (3) shade trees minimum.

14. **FINDING:** Internally lit signs or signs not made of natural materials or modern materials which closely resemble natural materials, shall have maximum area of thirty-two (32) square feet for each sign and the aggregate of all signs for each business. If external lighting is used for signs, the lighting shall be shielded and directional and shall not shine light off-site.

    EVIDENCE: The project proposes to replace signage at the existing medical offices and install an internally lit, seventeen (17) square foot sign on a stone pedestal. The project also proposes a similar internally lit, eleven (11) square foot sign for the proposed dental clinic. The proposed signs will compliment and integrate into the overall site design.

ENVIRONMENTAL REVIEW FINDING:

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Exemptions established by CEQA Guidelines Section 15061 (b)(3) – Common Sense Exemption. The site has been significantly disturbed by the development of a single family residence. The demolition of the existing residence and the construction of the dental office building will be subject to all existing permitting requirements. Utilities are available to the project site and new infrastructure will be constructed to all applicable standards. Design of the new structure will be subject to all applicable design review standards.

Attachment: Attachment D- PC Resolution (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

Exhibit 2 – Recommended Conditions of Approval

PROJECT DESCRIPTION

GPZA No. 2020-054, PM No. 2020-055 and Design Review No. 2020-056 propose to change the designation of a 0.52 acre parcel from Multi-Family Residential (MFR) to Professional Office (PO) and merge that parcel with the adjacent MACT Health Clinic in order to develop a dental clinic. The properties are located at 5204 and 5192 Hospital Road in Mariposa, CA and are also known as Assessor's Parcel Number 013-020-034 and 036 (Parcel A) and APN 013-020-030 (Parcel B).

The project proposes to remove the existing single-family residence consisting of a 1,761 square foot living area, a 546 square foot garage, and a 610 square foot porch and to construct a new 4,885 square foot dental clinic office building with landscaping and signage. Seventeen parking spaces are proposed to be constructed as part of the project.

Primary access to the project will be from Hospital Road and existing encroachment to be improved. The project site is currently served by Mariposa Public Utility District (MPUD) for both water and sewer. There is an existing well on the property that the applicant proposes to use for landscape irrigation.

CONDITIONS OF APPROVAL

General Conditions

1. Approval is for the project as described in the Project Description above and the site plans dated May 20, 2021.

2. The applicant has three (3) years to obtain a grading or building permit for construction of the project. The applicant may request one or more-time extensions of up to eighteen (18) months. Time extension applications must be submitted prior to the expiration date of the approval.

   (Section 17.08.170 of Mariposa County Zoning Ordinance)

3. The Design Review shall be vested by the issuance of the first building permit within 36 months from the effective date of approval of the project.

   (Section 17.08.170 of Mariposa County Zoning Ordinance)

4. Prior to the issuance of a building permit and prior to issuance of a Certificate of Occupancy, all fees associated with the County's processing of this project and filing of associated documents shall be paid.

   (Section 17.08.050 of Mariposa County Zoning Ordinance)

5. Prior to the issuance of any grading or building permits, the applicant shall submit the following FINAL plans with the Grading or Building Permit Application for approval by the Planning Director:

   a. Site Plan, which shows all easements, parking lots, building locations and any other significant features including but not limited to trash and recycling areas, any backup generators that may be contemplated and retaining walls and fencing.
   b. Landscape/Hardscaping Plans, which show all vegetation types, sidewalks, pathways, stairs and railings, irrigation methods and Model Water Efficient Landscape Ordinance (MWELO) calculations, and retaining walls with proposed material types for the walls, plans shall include the treatments of all retaining walls on-site.

Attachment: Attachment D- PC Resolution (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

c. Building Elevations for all buildings and all outbuildings with proposed finishes and door and window schedules.
d. Signage Plans, which show dimensions, materials, locations, fonts and colors for all signs including wayfinding signs.
e. Lighting Plans, which show the exterior lighting fixture schedule with fixture locations and elevations. (Lighting must meet International Dark Sky Association requirements per Mariposa County General Plan).
f. All exterior mechanical equipment shall be shown on plans including proposed screening. Mechanical equipment shall be enclosed or screened from public view either by utilizing materials compatible with the building or locating them away from public view.

The final plans shall clearly be labeled to match the approved plans for Design Review 2020-056 and conditions established herein. All physical construction for the project shall be in substantial conformance with the FINAL approved plans.

(Section 17.336.060 of Mariposa County Zoning Ordinance)

6. No changes to the approved site plan, exterior design, color, or materials of any structure or landscaping shall be permitted without review by and written approval of the Planning Director pursuant to applicable conditions for the project.

(Section 17.066.010 of Mariposa County Zoning Ordinance)

7. Minor amendments in the configuration and materials of the proposed development may be approved by the Planning Director provided that any expansion does not exceed 10% of the size of area of the approved facility (any amount of a reduction in size of area of the facility may be allowed), and provided a finding can be made that the modification does not create impacts which were not addressed in the original project approval.

(Mariposa Planning Recommendation)

8. Prior to issuance of a Certificate of Occupancy, the Planning Director or her designee shall conduct a site inspection to ensure that all applicable conditions have been satisfied.

(Section 17.066.010 of Mariposa County Zoning Ordinance)

9. Noncompliance with any of the conditions of approval for Design Review No. 2020-056 may be grounds for revocation of the approval.

(Mariposa Planning Recommendation)

Construction Conditions

10. No site disturbance activities shall commence without the issuance of a grading or building permit.

(Planning Department Recommendation)

11. Prior to the commencement of any grading, building, encroachment improvements, road improvements, frontage improvements, construction or other maintenance activities required as a condition of approval for the project a consultation meeting with the Public Works Department, the Planning Department, the applicant, the agent, the road/construction contractor, MPUD, and CALFIRE shall occur. Any and all costs associated with the consultation shall be the responsibility of the applicant. The County Engineer

Attachment: Attachment D- PC Resolution (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

shall verify that this condition has been met prior to issuance of any encroachment permit required for this project and prior to the scheduling of any on-site inspections of road or other improvements.

(Public Works Recommendation)

12. Construction activities occurring outdoors shall not commence prior to the hours of 7:00 a.m. Monday through Friday, and 8:00 a.m. on Saturdays. All construction activities occurring outdoors shall cease by sunset Monday through Saturday. No outdoor construction shall be permitted on Sundays. The Planning Department shall monitor noise through complaints by the neighbors.

(Mariposa Planning Department Recommendation)

13. Provisions shall be made for the on-site storage of all solid waste generated during construction and operation of the project. All solid waste shall be placed in trash bins to maintain the site in a safe and attractive condition. Solid waste which cannot be contained in trash bins on site shall be removed from the site on a weekly basis.

(Mariposa Planning Recommendation)

Environmental Conditions

14. All applicable Air Pollution Control District (APCD) requirements, including but not limited to, Naturally Occurring Asbestos, dust mitigation and idling diesel engines shall be met prior to building or grading permit issuance, during construction, prior to occupancy, and during operation to the satisfaction of the County Air Pollution Control Officer.

(Mariposa Planning Recommendation)

15. The project shall install and maintain onsite pollutant control measures during project construction and operation as required to ensure NPDES compliance. The permit holder shall provide the Planning Director with a copy of its approved State Water Resources Control Board Construction Activity Storm Water Permits prior to issuance of a building or grading permit and any other State Water Resources Control Board operational permits as may be required.

(Mariposa Planning Recommendation)

16. The project shall install and maintain onsite runoff attenuation facilities with sufficient capacity to reduce 100-year project stormwater runoff rates (or as required by the Building Department or County Engineer) to those currently generated by the project site. The project engineered grading plans shall include these facilities. County Engineer approval of the plan is required prior to grading or building permit issuance.

Fire/Safety Conditions

17. Prior to the issuance of any building or grading permits, the Planning Director shall receive a letter from the CALFIRE indicating the final design meets the State Responsibility Area Firesafe Requirements for signage, driveways, gates, roads, emergency water supply, fire hydrants, defensible space, and as otherwise specified in 14 CCR§1270 et. Seq.

(Mariposa Planning Recommendation)

18. Prior to the issuance of any building or grading permits, MPUD verification indicating the final design meets the MPUD requirements for fire flow adequacy is required.

Attachment: Attachment D- PC Resolution (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

(Mariposa Planning & MPUD Recommendation)

19. The project shall meet all applicable standards of PRC 4290, PRC 4291, Mariposa County Fire, and requirements of the State Fire Marshall's Office for commercial structures as may be applicable.

(Mariposa Planning Recommendation)

Utility Conditions

20. All utilities, except for propane storage tanks, shall be underground within the project site.

(Section 17.336.060, Mariposa County Code)

21. Prior to grading or building permit issuance, MPUD approval of the proposed final plans shall be required. Connection to the Mariposa Public Utility District (MPUD) water and wastewater services and compliance with the MPUD Fire Protection Ordinance is required. The applicant shall contact MPUD for permit requirements, including any necessary infrastructure to provide adequate fire flows and fire hydrants. MPUD approval is required prior to final occupancy of the project.

(Section 17.336.050.B, Mariposa County Code)

22. The telephone company shall be contacted prior to construction in order to coordinate the location of telephone facilities.

(Sierra Telephone Recommendation)

Parking Conditions

23. Final parking design shall be submitted with the building permit application. The plans shall include the design of the required parking area drawn to scale. Final design shall include all parking spaces and maneuvering areas, curb cuts, landscaping, shading calculations and other improvements. The FINAL parking lot design shall be identified on the plans submitted with the building permit application and approved by the Planning Director prior to building permit issuance and shall be inspected on site by Planning Director or her designee for substantial conformance with the FINAL approved plans prior to issuance of a Certificate of Occupancy.

(Section 17.336.030 of the Mariposa County Zoning Ordinance)

24. Planting areas for interior landscaping shall be designed so as to maximize provision of shade throughout the parking area for both the existing and proposed parking lots during the summer months. Tree coverage shall be determined by the approximate crown diameter of each tree at fifteen (15) years as estimated on the approved tree list. The percentage of area required to be shaded shall be based upon the number of parking spaces provided.

(Section 17.336.060.C of Mariposa County Zoning Ordinance)

25. The parking lot shall comply with all handicapped accessibility requirements as established by Title 24 of the California Code of Regulations. The Building Director shall approve the parking lot pursuant to these regulations prior to issuance of a grading permit for the project. Verification by the Building Director that the parking lot meets Title 24 of California Code of Regulations shall be required prior to issuance of Certificate of Occupancy.

(Title 24 California Code of Regulations)

Attachment: Attachment D- PC Resolution (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

Frontage and Road Improvement Conditions

26. A commercial driveway encroachment permit for access onto Hospital Road shall be obtained from the Public Works Department prior to issuance of a grading or building permit. All required encroachment improvements shall be completed and approved by Public Works prior to issuance of a Certificate of Occupancy.

    (Mariposa County Road Improvement and Circulation Policy)

27. The construction of any of the required access and/or frontage improvements for this project shall not negatively impact any off-site improvements or parcels such as, but not limited to, existing driveways serving existing development.

    (Mariposa County Recommendation)

28. All proposed road improvements shall be done in accordance with the Mariposa County Improvement Standards. The Hospital Road extension road from the end of the existing Hospital Road paved section directly adjacent the project site, along the project frontage, shall be improved to a Town Class IV standard, which requires a twenty-four (24) foot, paved road with parking, curb and gutter, and sidewalks. The resulting roadway section shall meet these minimum criteria prior to issuance of a Certificate of Occupancy. The proposed road improvements shall be completed in accordance with the Road Improvement and Circulation Policy (RICP) and the County Improvement Standards and shall be approved by the County Engineer or a licensed civil engineer with a signed, wet-stamped letter indicating that the improvements meet the RICP and the County Improvement Standards. Engineered improvement plans prepared by a Registered Civil Engineer shall be required and approved by the County Engineer prior to commencement on the proposed road improvements. If required, any necessary encroachment permits from the Public Works Department shall be obtained.

    (Applicant Proposal; Chart A and Section II.D.2.a, Road Improvement and Circulation Policy)

29. A formal request for acceptance of the project improved Hospital Road extension to the Public Works Department, for acceptance by the County into the County maintained road system by the Board of Supervisors is required. To be accepted into the County Road system, offers of dedication would be required to provide for a continuous easement to a road currently within the County Road system.

    If acceptance into the County maintained road system does not occur, one of the follow two alternatives must be met:

    Alternative 1: A road maintenance association shall be formed to provide for the maintenance of the off-site easement roads providing access to the project site (Hospital Road). Maintenance shall include, but not be limited to, drainage and erosion control devices, fuel modification, and upkeep of road surfaces. The Road Maintenance Association provisions shall be developed by the applicant so that the project site served by the easement roads shall be responsible for road maintenance. These provisions shall be reviewed and approved by the County Engineer prior to issuance of a Certificate of Occupancy and shall:

    a. Be in effect for the life of the project unless said maintenance is taken over by the County, a special district, or other governmental entity.
    b. Provide for annual maintenance and the immediate correction of emergency and hazard situations.
    c. Include the project parcel.
    d. Provide a mechanism for the road maintenance association to collect delinquent payments or assessments for the maintenance described above by filing a lien on the delinquent properties.
    e. Provide a mechanism for new parcels to be added to the association.

Attachment: Attachment D- PC Resolution (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

Or

Alternative 2: The applicant may join into an existing Road Maintenance Association for Hospital Road, if there is one which is active, and which generally accomplishes the objectives described in this condition. If the applicant elects this alternative, the applicant shall provide evidence that the subject parcel is legally "joined" into the existing association and shall provide information about the association.

County Engineer verification that this condition has been met shall be required prior to Certificate of Occupancy for the project.

(Public Works Department Recommendation; Section II.I, Road Improvement and Circulation Policy)

Attachment: Attachment D- PC Resolution (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-055, DR No. 2020-056 MACT Dental Clinic)

Attachment: BOS PPT PRESENTATION (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-

General Plan/Zoning Amendment Application No. 2020-054
Parcel Merger Application No. 2020-055
Design Review Application No. 2020-056

M.A.C.T. Dental Clinic

Board OF Supervisors Public Hearing

August 24, 2021

Project Consideration and Recommendation to the Board of Supervisors

Applicant: M.A.C.T. Health Board, Inc.

Project Background

- General Plan Land Use
  - Mariposa Town Planning Area
- Zoning
  - Professional Office and Multi Family Residential
  - Design Review District Overlay
- Current on-site uses
  - Residential- Vacant SFR and MACT Health Clinic (Parcel Merger)
  - Adjacent Land Uses
    - Medical - JCF
    - Multi Family Residential
    - Single Family Residential

Attachment: BOS PPT PRESENTATION (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-

Project Background

- The project involves three APNs totaling 1.55 acres

- 013-020-034 (unassigned address)
- 013-020-036 (5204 Hospital Road)
- 013-020-003 (5192 Hospital Road)

- ***Parcel merger approval would mean the existing MACT Health Clinic and the proposed MACT Dental Clinic would be on the resultant merged parcel.***

Attachment: BOS PPT PRESENTATION (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-

Mariposa County Planning Department
Project Vicinity Map



PROJECT TYPE: Specific Plan Zoning Amendment 2020-054; Parcel Mercer 2020-055 and Major Design Review 2020-056

APPLICANT: MACT Health Board, Inc

APN: 013-020-0030; 013-020-0340; 013-020-0360

SITE ADDRESS: 5192 Hospital Road; unassigned; 5204 Hospital Road , Mariposa

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet
Date: Tuesday, April 28, 2020
Data Source: Mariposa County Planning Department GIS;
Assessor's Parcel Map Update: 3/2020

Map Credit: J.W.

Mariposa County Planning Department
PO BOX 2039 5100 Bullion Street
Mariposa, California 95338-2039
209.966.5151 FAX 209.742.5024
mariposaplanning@mariposacounty.org
http://www.mariposacounty.org/planning



Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.

Project Summary Description - Three Actions

- General Plan Area Plan Zoning Amendment
- Parcel Merger
- Design Review

Attachment: BOS PPT PRESENTATION (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-



Attachment: BOS PPT PRESENTATION (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-





Attachment: BOS PPT PRESENTATION (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-



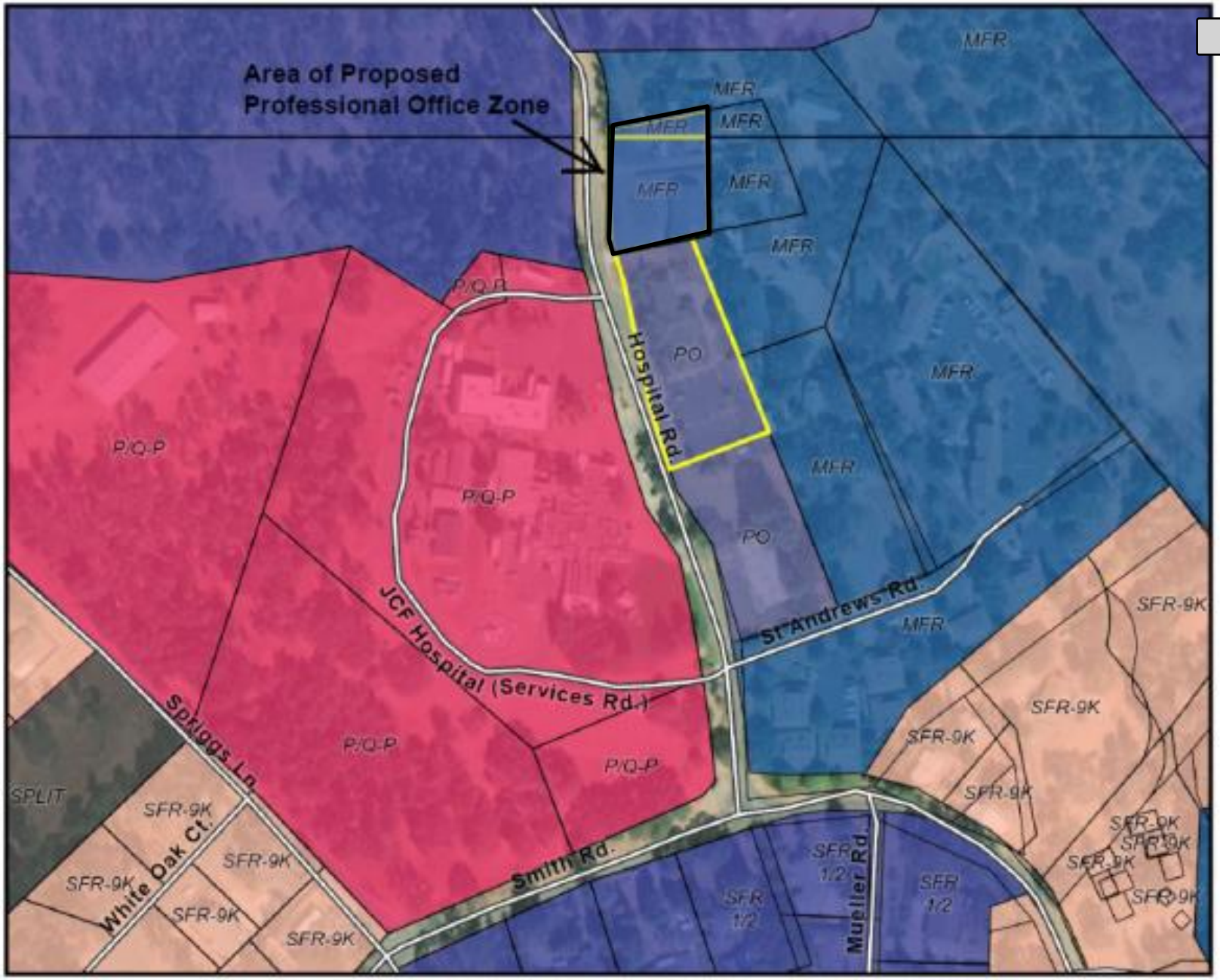
Attachment: BOS PPT PRESENTATION (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-

Project Description- General Plan Zoning Amendment

- Change APNS- 013-020-034 and 013-030-036 to Multi-Family Residential to Professional Office
- Professional Office is the appropriate zoning for the proposed dental office use

Attachment: BOS PPT PRESENTATION (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-

Attachment: BOS PPT PRESENTATION (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-

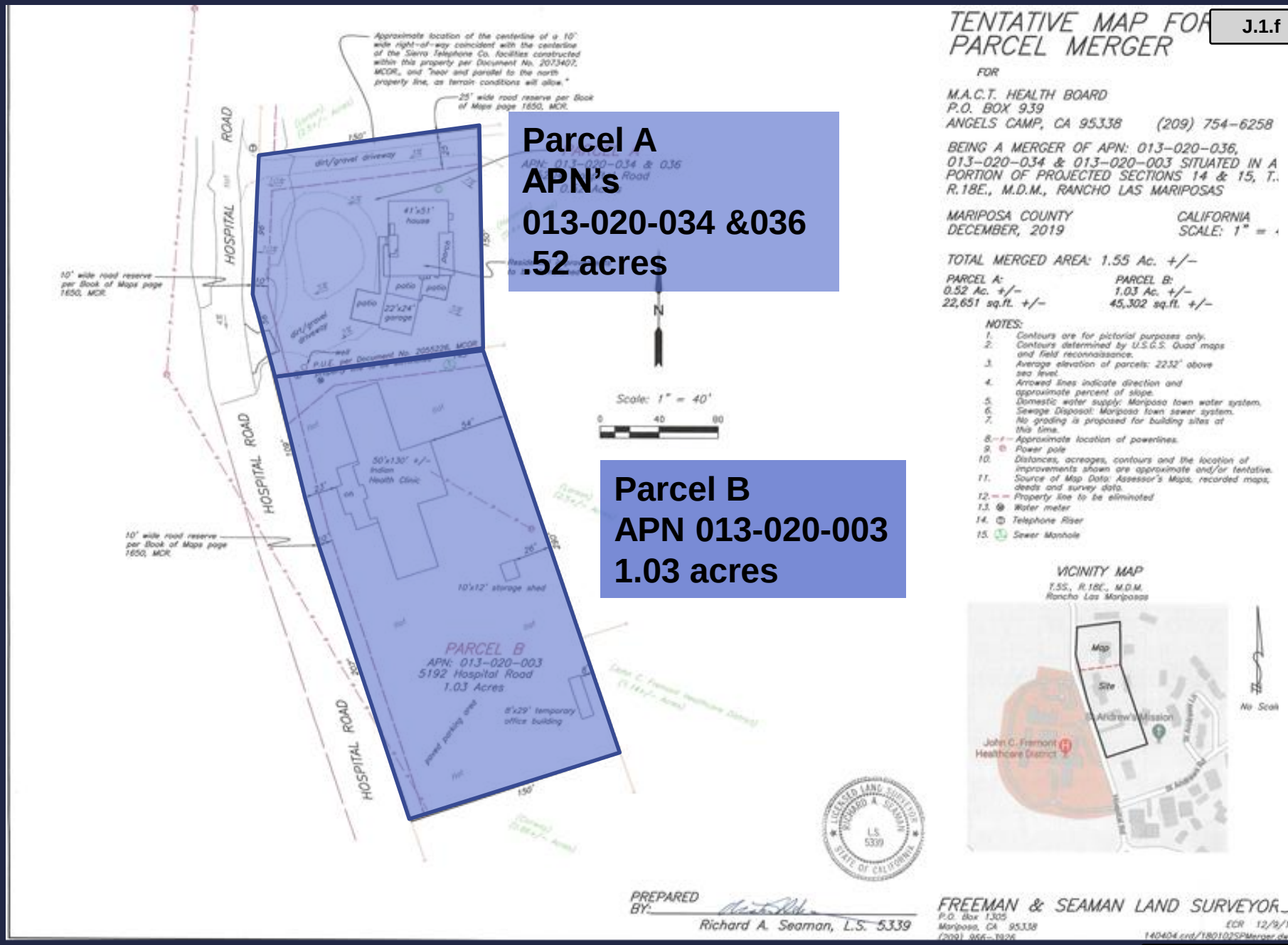


PROJECT TYPE: Specific Plan Zoning Amendment 2020-054; Parcel Mercer 2020-055

Project Description-Parcel Merger

- Merge subject parcels into one parcel
  - The merged configuration assists the project in meeting development standards and site constraints
  - Allows for connectivity of the project to the adjacent MACT Health Clinic
    - Eliminates setback issues born of a transecting lot line
  - Affords opportunity through Merger Map to record relocated easements for utilities etc.

Attachment: BOS PPT PRESENTATION (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-



Attachment: BOS PPT PRESENTATION (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-

Project Description-Design Review

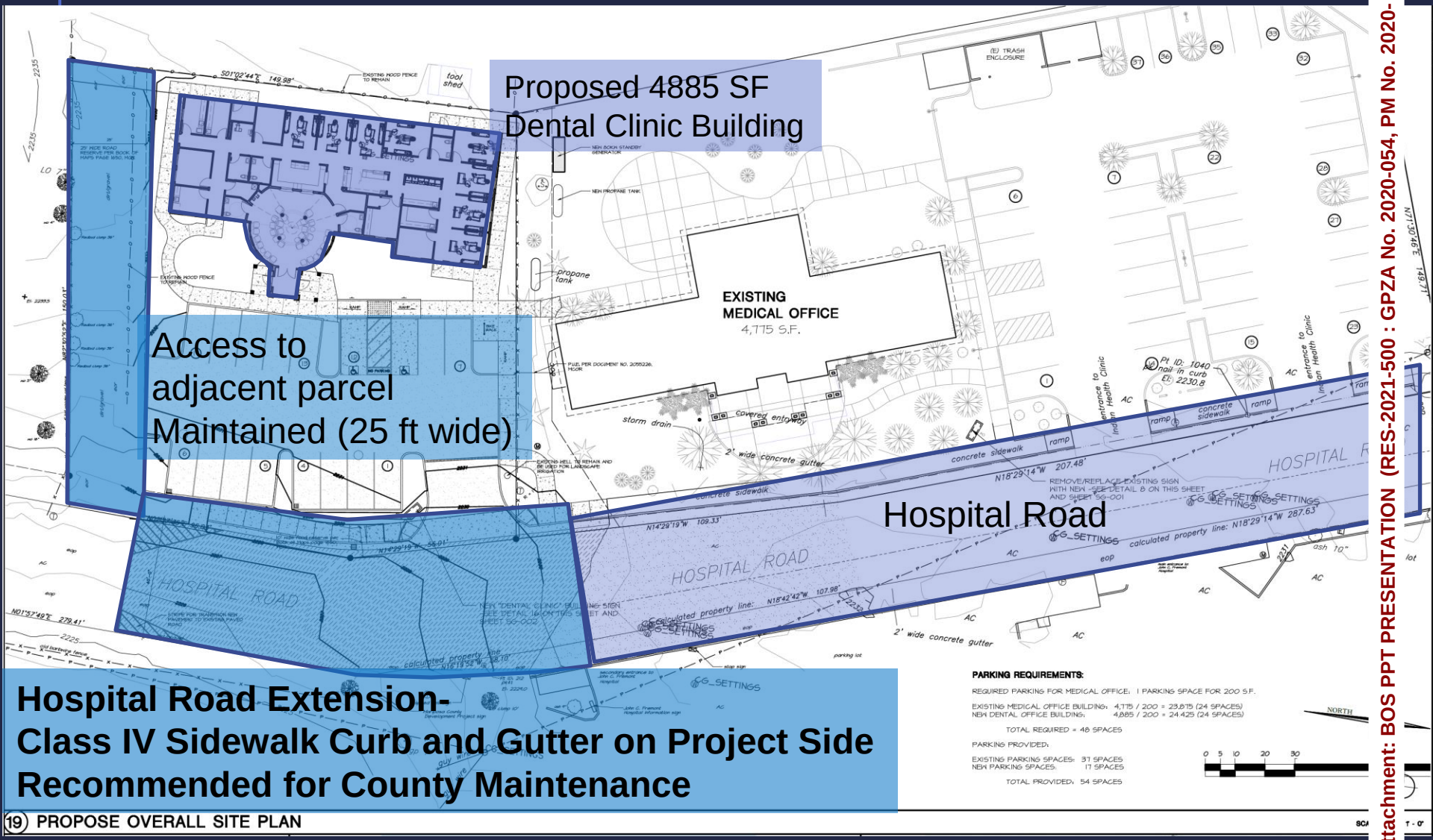
- Demolition of the existing residence
- Construct a 4885 sf. Dental Office Building
- Sidewalks and Parking (17 spaces)
- Landscaping, Lighting, Signage
- Frontage/ Road Improvements (Hospital Road Extension)
  - Built to Town Class IV standard, one side curb gutter and sidewalk
  - Recommended to be taken into the County Maintained Road system upon completion by Public Works and Planning Commission

Attachment: BOS PPT PRESENTATION (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-

Project Summary Description

- Water and Sewer - Mariposa Public Utility District
  - Water sufficient for both domestic and firefighting purposes
  - Sewage disposal sufficient for project
  - **All MPUD requirements must be met for utility infrastructure improvements**
- Utility Undergrounding (except propane if needed)
  - (Relocation and improvements at developer's expense)
- Architectural Design Features and treatments to adhere to Design Review Requirements
- Landscaping, Lighting and Signage adhere to Design Review requirements.

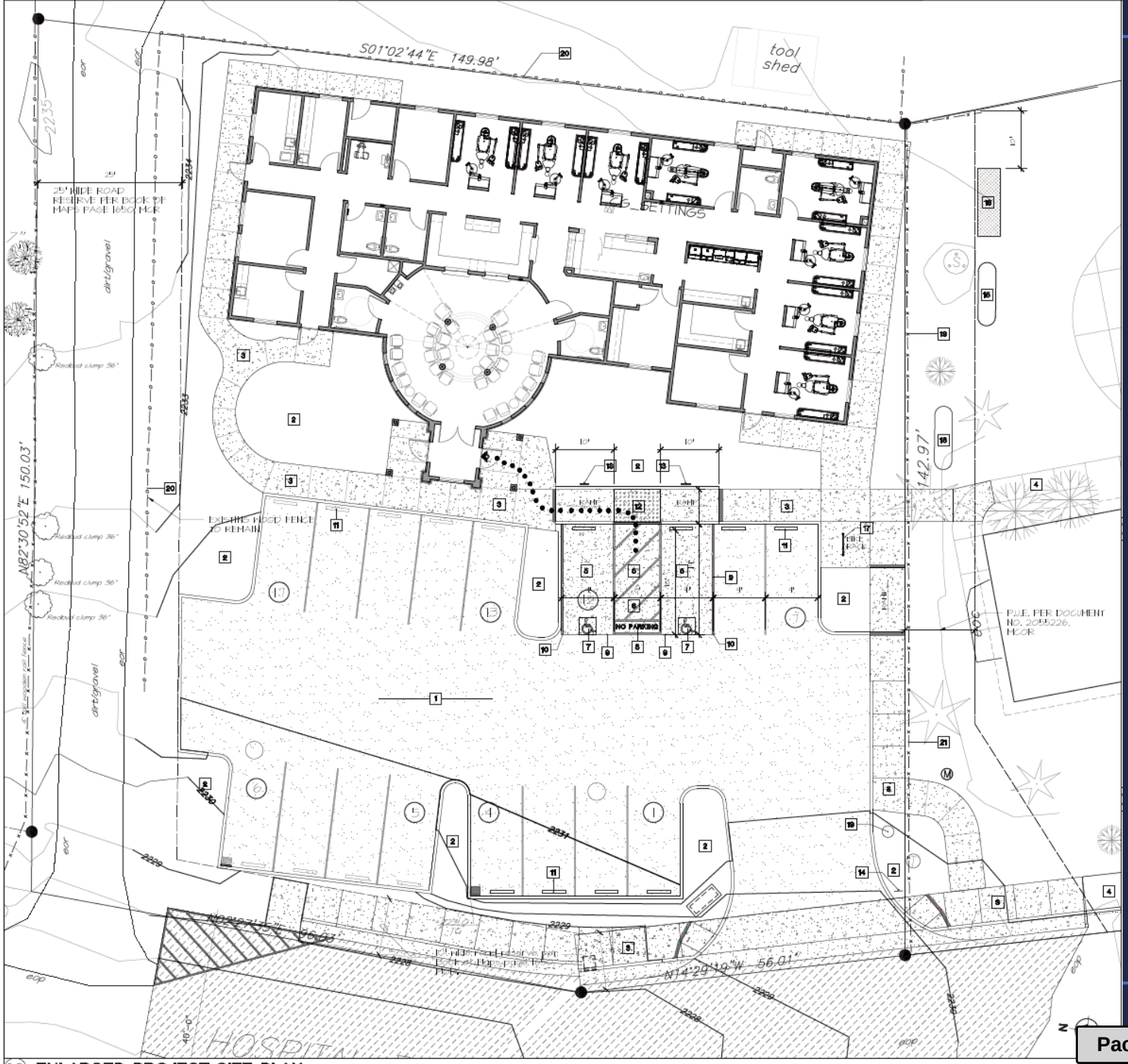
Attachment: BOS PPT PRESENTATION (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-



Hospital Road Extension-
Class IV Sidewalk Curb and Gutter on Project Side
Recommended for County Maintenance

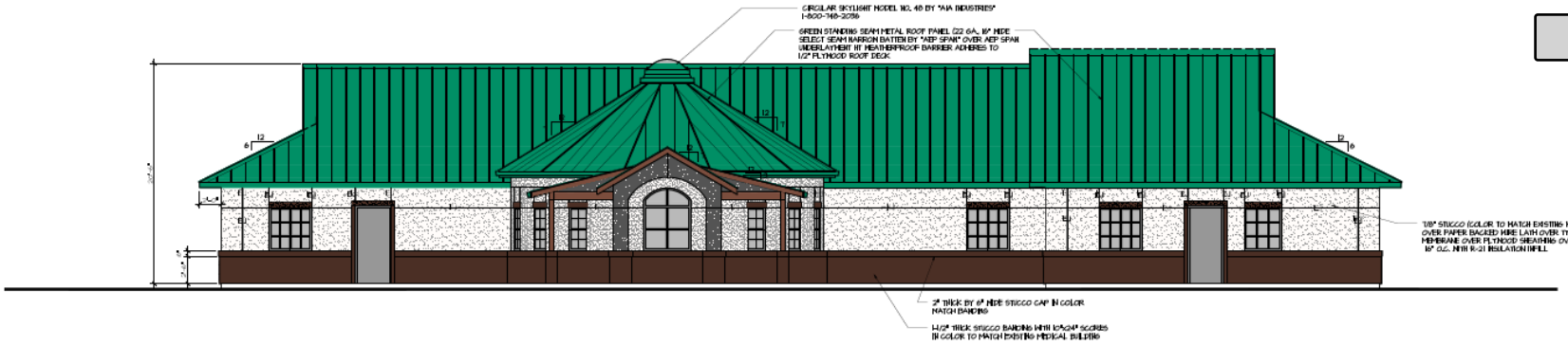
19 PROPOSE OVERALL SITE PLAN

Attachment: BOS PPT PRESENTATION (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-



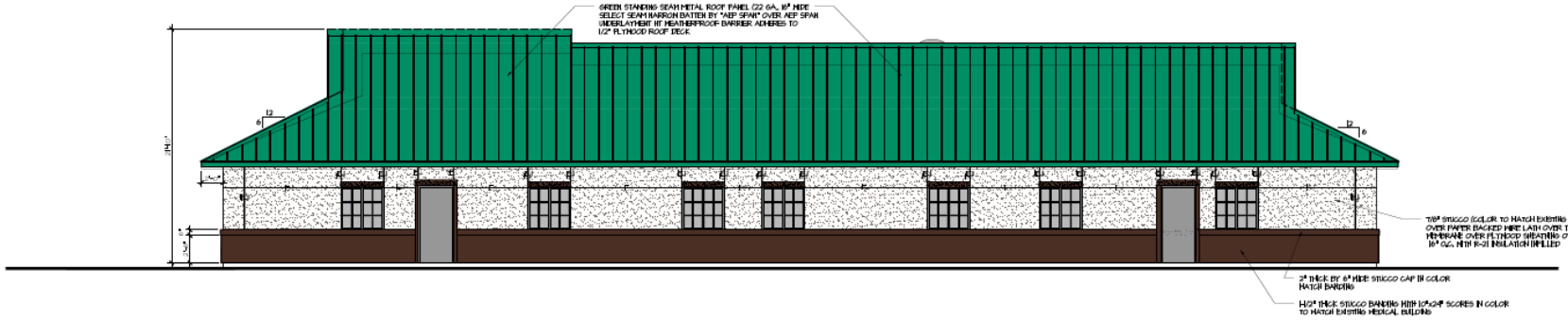
20 ENLARGED PROJECT SITE PLAN

SCALE: 1/8" = 1' - 0"



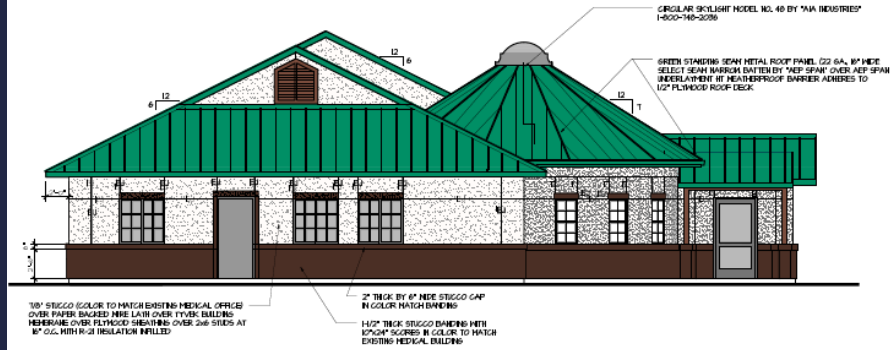
10 FRONT - NORTH ELEVATION

SCALE 3/16" =



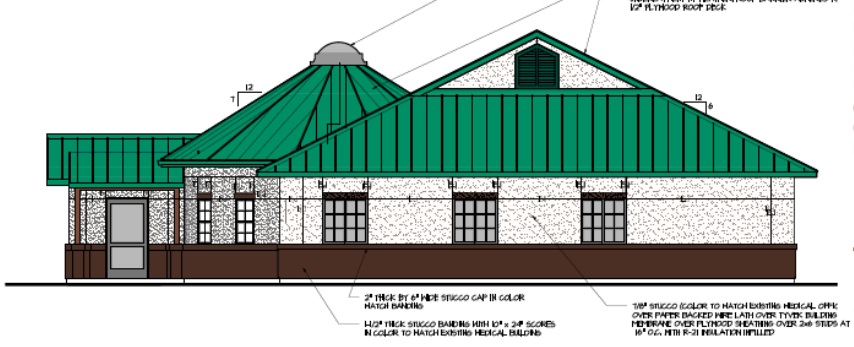
11 REAR - SOUTH ELEVATION

SCALE 3/16" =



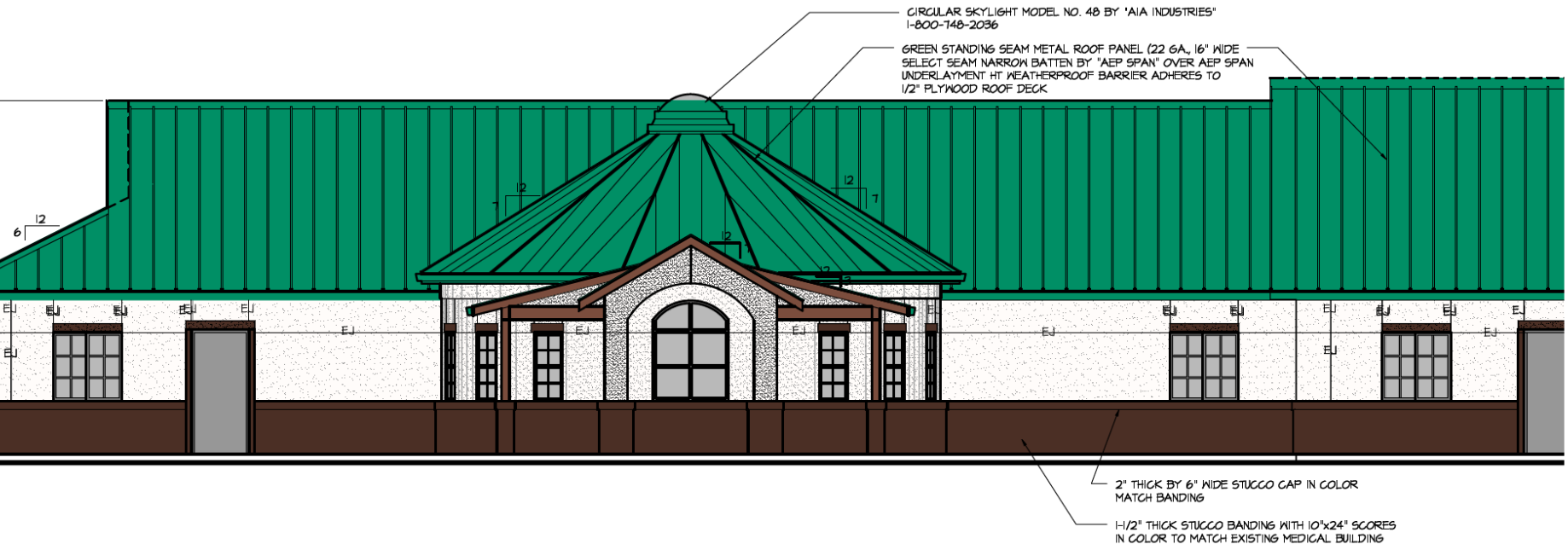
12 SIDE - EAST ELEVATION

SCALE 3/16" = 1'-0"



6 SIDE - WEST ELEVATION

Attachment: BOS PPT PRESENTATION (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-



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Attachment: BOS PPT PRESENTATION (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-

Landscape Design Concept

The landscape design concept for the M.A.C.T. Health Board Dental Office is to provide an eco-friendly, inviting and picturesque space for visitors and employees to enjoy. Dry creek beds provide the anchor for the landscape design, with a combination of drought-tolerant grasses and ornamental plantings to compliment the building architecture and surrounding site. Contrasting color and texture characteristics in tandem with the repetitive massing of plant varieties provide a rich and striking visual appeal.

In addition to the aesthetic elements of the design, the landscape is comprised of predominantly low-water-use, hardy plant materials that perform well in the climate of the Sierra Foothills, while meeting the Mariposa County's Water Efficient Landscape Ordinance (WELO).

Irrigation

The site will be irrigated using a fully automatic system designed to meet the Mariposa County's Water Efficient Landscape Ordinance (WELO). The system will be on a dedicated irrigation water service and meter with a backflow prevention device to meet local building codes. The irrigation system will be comprised of point-source drip irrigation for the shrub and groundcover areas. The trees will be irrigated independently with bubblers. A "Smart" controller will operate the system in tandem with a weather sensor that will suspend irrigation during rain and frost events and will provide automatic daily run time adjustments based on current weather conditions.

A complete irrigation design showing all irrigation equipment, model numbers, placement and installation details will be provided with the construction documents.

WELO Water Use Calculations

The following calculations represent the intended hydrozones and water usage as designed with this Preliminary Landscape Plan. As we move through the design process we anticipate minor adjustments/revisions of these calculations, however, compliance with WELO code requirements will always remain.

ETO for Mariposa - 49.0

Hydro Zone No.	Plant Type	Plant Factor (PF)	Irrigation Efficiency (IE)	Landscape Area (LA)	%	Irrigation Method	Adjusted Water Use (AWU)	ETWU
1	Shrubs	Low	0.8	2,973 sf	75.4%	Drip Emitter	.81	39,451.8
2	Trees	Medium	0.4	350 sf	8.9%	Bubbler	.81	3,750.6
3	Cobble only	None	0	719 sf	18.2%	None	1	0
TOTAL				3,942 sf				37,202.4 Gallons

Maximum Applied Water Allowance (MAWA) 63,891.7 gallons/year

Estimated Total Water Usage (ETWU) 37,202.4 gallons/year

Average Irrigation Efficiency .81

ETWU is less than MAWA, therefore water usage as designed exceeds code requirements

Parking Lot Shade Calculations

Radius of trees was provided by the County of Mariposa referenced standards and guidelines as well as information contained in the Sunset Western Garden Book. Calculated tree canopies are those that shade parking lot spaces as well as associated drive aisles.

Tree Type	Symbol	Full (100%)	Three Quarter (75%)	Half (50%)	Quarter (25%)
Lagerstroemia indica	LAG IND	1 @ 314=314	0	0	0
Cercis occidentalis	CER OCC	0	0	1 @ 157=157	0
Quercus agrifolia	QUE AGR	0	0	0	1 @ 241=241
Pistacia chinensis 'Keith Davey'	PIS KEI	1 @ 964=964	1 @ 723=723	4 @ 482=1,928	0

Total Parking Area	5,642 Sq. Ft.
30% Shade Requirement	1,693 Sq. Ft.
Total Shaded	4,327 Sq. Ft.
Percent Shaded	76.7%

PLANT SCHEDULE

	TREES	BOTANICAL NAME	COMMON NAME	CONT		QTY	Water Use
	ACE OCT	Acer rubrum 'October Glory'	October Glory Red Maple	15 gal		4	Medium
	CER OCC	Cercis occidentalis	Western Redbud	15 gal		3	Very Low
	LAG TUS	Lagerstroemia x 'Tuscarora'	Crape Myrtle Coral Pink	15 gal		5	Low
	PIS KEI	Pistacia chinensis 'Keith Davey'	Keith Davey Chinese Pistache	15 gal		6	Low
	QUE AGR	Quercus agrifolia	Coast Live Oak	24" box		1	Very Low
	SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE		QTY	Water Use
A	ARC HOW	Arctostaphylos densiflora 'Howard McMinn'	Howard McMinn Manzanita	5 gal		17	Low
C	CAL KAR	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	5 gal		27	Low
CT	CAR TUM	Carex tumulicola	Foothill Sedge	1 gal		69	Low
L	LIG TEX	Ligustrum japonicum 'Texanum'	Wax Leaf Privet	5 gal		16	Low
	LOM SRE	Lomandra longifolia 'Breeze'	Mat Rush	1 gal		75	Low
H	MUH RIG	Muhlenbergia rigens	Deer Grass	5 gal		18	Low
O	OLE LIT	Olea europaea 'Little Ollie'	Little Ollie Olive	5 gal		29	Very Low
R	RHA JOH	Rhamnus alaternus 'John Edwards'	Italian Buckthorn	5 gal		9	Low
S	SAL GRA	Salvia clevelandii 'Gracias'	Cleveland Sage	1 gal		13	Low
	GROUND COVERS	BOTANICAL NAME	COMMON NAME	CONT	SPACING	QTY	Water Use
	ARC EME	Arctostaphylos x 'Emerald Carpet'	Emerald Carpet Manzanita	1 gal	48" o.c.	94 sf	Low
	BAC TWI	Baccharis pilularis 'Twin Peaks #2'	Twin Peaks Coyote Brush	1 gal	60" o.c.	44 sf	Low
	COT LOW	Cotoneaster dammeri 'Lowfast'	Lowfast Bearberry Cotoneaster	1 gal	60" o.c.	191 sf	Low

Misc. Landscape Materials

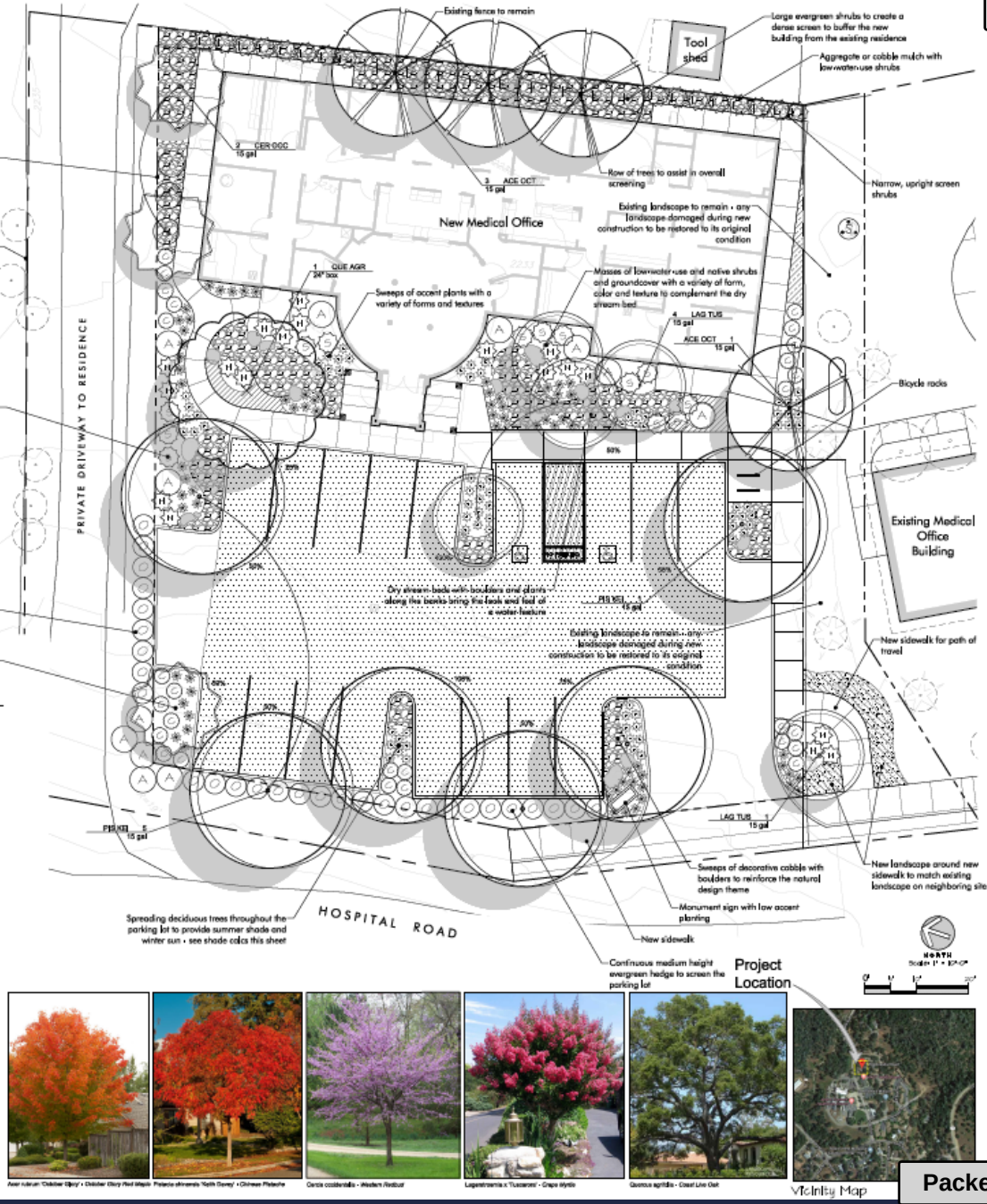
All shrub and groundcover areas shall be top-dressed with a 3" layer of mulch derived from recycled wood chips or arbor chips from tree trimmings. Mulch shall be 2" minus in length and not greater than 3/8" in thickness, and shall be dark brown in color. Contractor shall provide sample for approval prior to installation. Shredded redwood or cedar bark ("Gorilla Hair") is not acceptable.

8" layer of 2"-4" diameter Nolya cobblestone. Cobble edging to be Dura-Edge 3/16" x 4" brown steel edging by JD Russell Co.

Varied size (12"-48") moss rock boulders placed in loose random groups to appear as natural rock outcroppings. Boulders to be approved by Landscape Architect prior to installation.

This plan represents the design style and theme of the landscape design and planting. These plans are preliminary and may change through the design process. The final planting plan may not contain all of the above plants in the sizes as shown. Additionally some new plant species may be used in the final design. This plan does however indicate the quantity of trees and the overall level of landscape development that will be carried through with the final design.

Final landscape design shall meet Mariposa County's codes and requirements as well as Project Specific Conditions of Approval. Final design is subject to approval through the building permit review process.



Vicinity Map

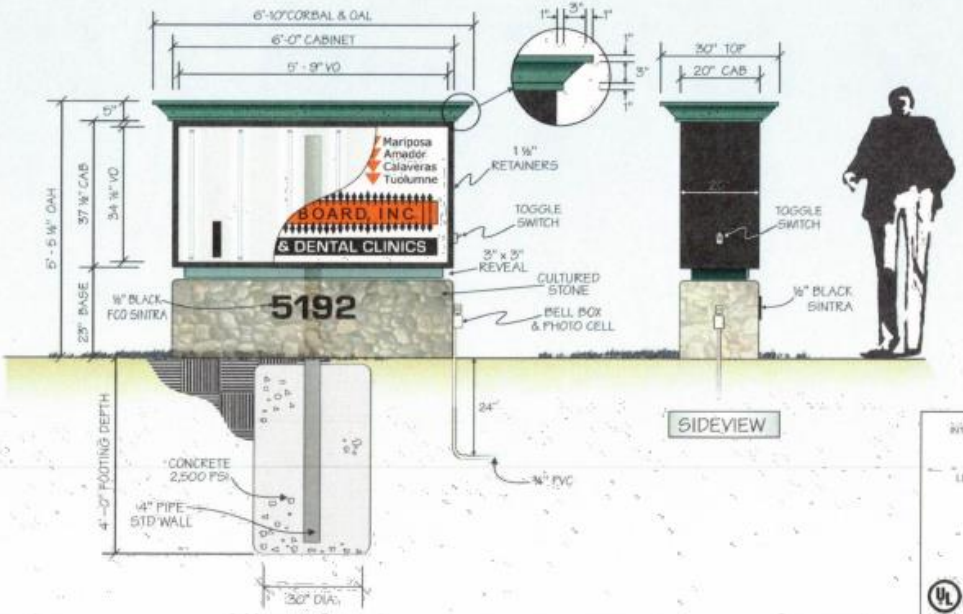
Attachment: BOS PPT PRESENTATION (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-

MACT MARIPOSA



EXISTING NON-ILLUM SIGN (A) SOUTH ELEVATION
(TO BE REMOVED BY OTHERS)

NOTES
(A) NEW SIGN (A) TO BE INSTALLED IN SAME LOCATION AS OLD NON-ILLUMINATED SIGN (A).



SIDEVIEW

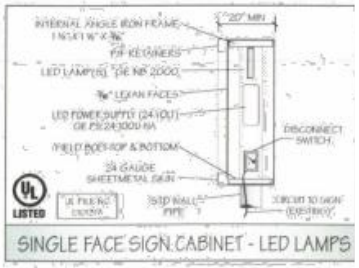
SQ. FEET
18.75 ft²

ILLUMINATION SPECS:

LAMPS	6 EACH, LED
LAMP SIZE	F36 CW LED
LAMP TYPE	GE NB 2000 LED
LAYOUT	VERTICAL
POWER SUPPLY	24 VOLT, ELECTRONIC

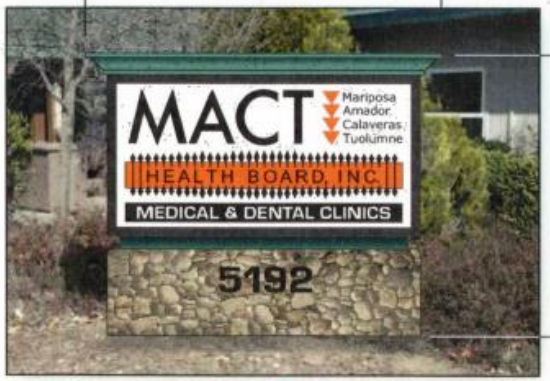
TITLE 24 COMPLIANT

PHOTOCELL	INTERMATIC K4121C STEM MOUNT, (16 AMP)
POWER SUPPLY (S)	24 VOLT ELECTRONIC



SINGLE FACE SIGN CABINET - LED LAMPS

6'-10" OAL



5'-5 1/8" OAH

PROPOSED SIGNAGE (A) SOUTH ELEVATION
INSTALL AS INDICATED

S/F MONUMENT SIGN - INT ILLUM (LED'S)

CABINET SIZE - 37 1/2" X 6'-0" X 20" WIDE
CABINET - 24 GA S/METAL, TEXCOATED
CABINET COLOR - SW TRICORN BLACK, SEMIGLOSS LATEX
CORBAL & REVEAL - TEXCOAT & PTM GREEN (TO MATCH BUILDING GUTTERS)
FACE TYPE - .150 LEXAN WITH TRANSLUCENT VINYL
BACKGROUND COLOR - 015 WHITE LEXAN
COPY COLOR(S) - 015 WHITE WITH 220-22 MATTE BLACK AND 230-44 ORANGE VINYL OVERLAY
ADDRESS - 1/2" FCO, BLACK SINTRA, VHB TAPE & SILICONE
RETAINERS - 1 1/2" TYPE - PICTURE FRAME
VISIBLE OPENING - 34 1/2" X 69"
ILLUMINATION - LED LAMPS, GE NB 2000
ALL SIGNAGE TO BE UNDERWRITERS LABORATORIES LISTED
BASE - S/METAL - RIVER ROCK VENEER (CULTURED STONE, CSV-2057)
STOREFRONT - 60'-0" (WEST ELEVATION) SETBACK - 10' MINIMUM

CAPITOL NEON TO FABRICATE & INSTALL

FOOTING SPECIFICATIONS

PIPE SIZE = 4" STD
FOOTING DEPTH (d) = 48"
FOOTING DIAMETER (b) = 30"

SCOPE OF JOB

(A) FABRICATE & INSTALL ONE S/F LED ILLUMINATED MONUMENT SIGN (A).
(B) - EXISTING NON-ILLUMINATED SIGNAGE (A) TO BE REMOVED BY OTHERS.
(C) DIGGING OF FOOTING HOLE AND CONCRETE (ROTATING CART) FOR FOOTING TO BE PROVIDED BY OTHERS. EXISTING GROUND LIGHT TO BE REMOVED AND CHRISTIE BOX FOR ELECTRICAL TO BE BY OTHERS.
(D) CAPITOL NEON TO INSTALL PIPE & SIGNAGE ON SITE.
(E) SECURE PERMIT, MARIPOSA COUNTY.

CAPITOL NEON
5920 ROSEBUD LANE
SACRAMENTO, CA 95841
(916) 349-1800
CCL#668634
CSA

ACCOUNT: MACT MARIPOSA
LOCATION: 5192 HOSPITAL RD. MARIPOSA, CA 95338
SALES REP: RON UNDERWOOD

CONTACT: JOHN ALEXANDER
PHONE: (209) 754-6258
DATE: 01-30-18
PERMIT: MARIPOSA COUNTY

DRAWING #: 018-18 MARTIN
REVISION: (A) 05-15-18 MH
FILE NAME: MACT MARIPOSA (A)
SCALE: NTS

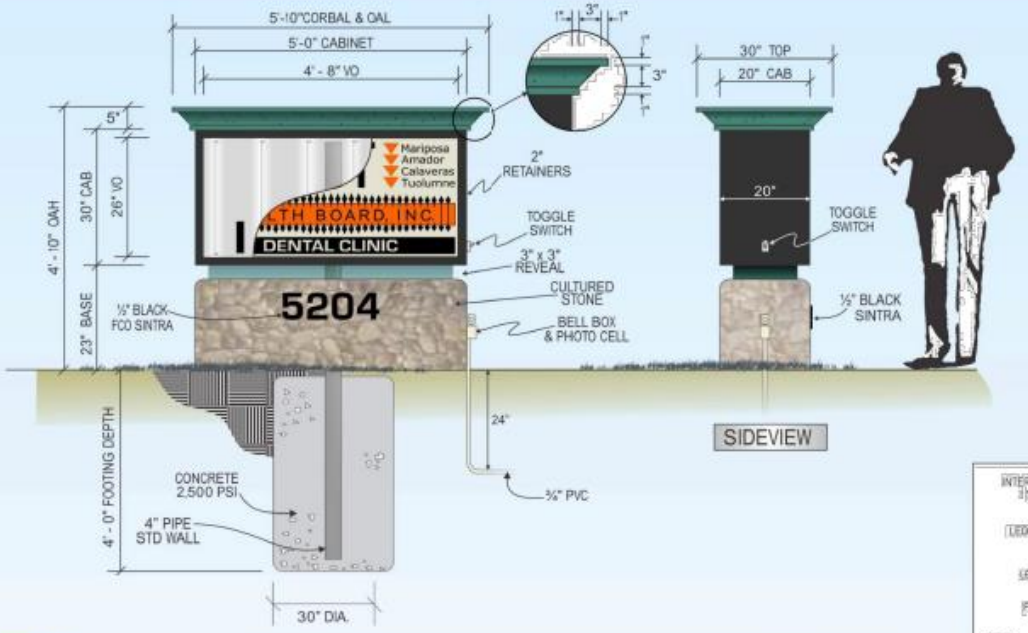
I have studied the above drawing and find the following details acceptable.
☐ COPY AND LETTERSTYLE
☐ MATERIALS
☐ COLORS
☐ DIMENSIONS

APPROVALS
CUSTOMER:
LANDLORD:

MEDICAL CLINIC - BUILDING SIGN

Attachment: BOS PPT PRESENTATION (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-

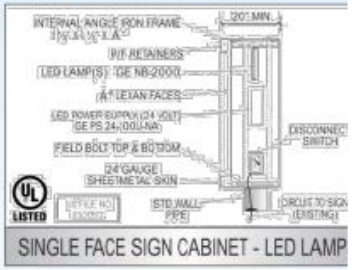
MACT MARIPOSA



SQ. FEET
12.5

ILLUMINATION SPECS:	
LAMPS	6 EACH LED
LAMP SIZE	F24 CW LED
LAMP TYPE	GE NB 2000 LED
LAYOUT	VERTICAL
POWER SUPPLY	24 VOLT ELECTRONIC

TITLE 24 COMPLIANT	
PHOTOCELL	INTERMATIC K4121C STEM MOUNT (15 AMP)
POWER SUPPLY (S)	24 VOLT ELECTRONIC



SINGLE FACE SIGN CABINET - LED LAMP



PROPOSED SIGNAGE (A) WEST ELEVATION

INSTALL AS INDICATED

S/F MONUMENT SIGN - INT ILLUM (LED'S)

CABINET SIZE - 30" X 5' - 0" X 20" WIDE
CABINET - 24 GA S/METAL TEXCOATED
CABINET COLOR - SW TRICORN BLACK SEMIGLOSS LATEX
CORBAL & REVEAL - TEXCOAT & PTM GREEN (TO MATCH BUILDING GUTTERS)
FACE TYPE - 150 LEXAN WITH TRANSLUCENT VINYL
BACKGROUND COLOR - 015 WHITE LEXAN WITH 230-005 IVORY OVERLAY
COPY COLOR(S) - 230-005 IVORY, 220-22 MATTE BLACK AND 230-44 ORANGE VINYL OVERLAY
ADDRESS - ½" FCO, BLACK SINTRA, VHB TAPE & SILICONE
RETAINERS - 2" TYPE - PICTURE FRAME
VISIBLE OPENING - 26" X 4-8"
ILLUMINATION - LED LAMPS, GE NB 2000
ALL SIGNAGE TO BE UNDERWRITERS LABORATORIES LISTED
BASE - S/METAL - RIVER ROCK VENEER (CULTURED STONE, CSV-2057)
STOREFRONT - SETBACK -

CAPITOL NEON TO FABRICATE & INSTALL

FOOTING SPECIFICATIONS

PIPE SIZE = 4" STD
FOOTING DEPTH (d) = 48"
FOOTING DIAMETER (b) = 30"

SCOPE OF JOB

(A) FABRICATE & INSTALL ONE S/F LED ILLUMINATED MONUMENT SIGN (A).
(B) ELECTRICAL TO SIGN BY OTHERS.
(C) DIGGING OF FOOTING HOLE AND CONCRETE FOR FOOTING TO BE PROVIDED BY OTHERS. (ROTATING CART).
(D) CAPITOL NEON TO INSTALL PIPE & SIGNAGE ON SITE.
(E) SECURE PERMIT MARIPOSA COUNTY.

CAPITOL NEON
5920 ROSEBUD LANE
SACRAMENTO, CA 95841
(916) 349-1800
CCL - 668634
CSA

ACCOUNT:	MACT MARIPOSA
LOCATION:	5192 HOSPITAL RD. MARIPOSA, CA 95338
SALES REP:	RON UNDERWOOD
CONTACT:	JOHN ALEXANDER
PHONE:	(209) 754-6258
DATE:	03-09-20
PERMIT:	MARIPOSA COUNTY
DRAWING #:	037-20 MARTIN
REVISION:	NONE
FILE NAME:	MACT MARIP (A) SMALL
SCALE:	NTS

I have studied the above drawing and find the following details acceptable.
☐ COPY AND LETTERSTYLE
☐ MATERIALS
☐ COLORS
☐ DIMENSIONS

APPROVALS
CUSTOMER:
LANDLORD:

Attachment: BOS PPT PRESENTATION (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-

DENTAL CLINIC - BUILDING SIGN

Project Summary – Agency Review

- Agency Review and Comment on the project through the project evaluation process to the following:

- Mariposa County Public Works, Mariposa County Environmental Health Unit, Mariposa County Fire Department, Mariposa County Assessor, California the American Indian Council of Mariposa County, Mariposa County Unified School District, CALFIRE, Pacific Gas & Electric, Sierra Telephone, and the Mariposa Public Utility District.

Attachment: BOS PPT PRESENTATION (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-

Project Summary – Agency Review

- Agency Review and comments detail are included in the Planning Commission agenda packet

- Comments were received from Mariposa County Public Works, Sierra Telephone and the Mariposa Public Utility District and the AICMC AKA Southern Sierra Miwuk Nation
  - AICMC support the project
- Comments are addressed in the project staff report
  - Recommended project findings and conditions address the comments.

Attachment: BOS PPT PRESENTATION (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-

Public Noticing and Comment

- Prior to the Board of Supervisors public hearing Public noticing was conducted as follows:
  - August 4, 2021 - Mailed to property owners within 300 feet of the proposed project site
  - August 4, 2021- Posted at courthouse, Planning Department, and on the Planning Department's website.
  - August 12, 2021- Published in the Mariposa Gazette Notices
- No Public Comments were received prior to preparation of this presentation.

Project- CEQA

- Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) – common sense exemption – (there is no possibility the activity in question may have a significant effect on the environment), CEQA Guidelines.

Attachment: BOS PPT PRESENTATION (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-

Conclusion and Recommendation

The Planning Commission recommends that the Board of Supervisors:

1. Adopt a resolution recommending the Board of Supervisors approve GPZA No. 2020-054; Parcel Merger No. 2020-055; and Design Review No. 2020-056 with findings and conditions, including the finding that the project is exempt from environmental review, with the land use change and Design Review approval effective on the effective date of the zone change; and

2. Adopt an ordinance amending the Zoning from Multi-Family Residential to Professional Office on APNs 013-020-034 and 013-030-036 pursuant to GPZA No. 2020-054.

3. Accept the improved segment of Hospital Road fronting the project site into the county-maintained road system.

Attachment: BOS PPT PRESENTATION (RES-2021-500 : GPZA No. 2020-054, PM No. 2020-

MARIPOSA COUNTY

Planning · 209-966-5151

ORDINANCE 2021-1165

MEETING: August 24, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: General Plan Zoning Amednment No. 2020-054

RECOMMENDED ACTION AND JUSTIFICATION:

Waive the Second Reading and adopt an Ordinance Amending the Mariposa County Zoning Map for a 0.52 Acre Parcel, Assessor Parcel Numbers APN 013-020-034 and APN 013-020-036, from the Multi-Family Residential Zone to the Professional Office Zone Pursuant to General Plan/Area Plan/Zoning Amendment No. 2020-054; M.A.C.T. Health Board, Inc., Applicant. Project Site is located at 5204 Hospital Road, Mariposa, CA.

The Action is the Planning Commission's recommendation.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

8/24/2021: Ordinance was introduced.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action will stop the project.

ATTACHMENTS:
BOS SR MACT (PDF)
Draft Ordinance (PDF)
GPZA 2020-054 Summary Ordinance (PDF)
ORD PRESENTATION PPT FINAL (PDF)

RESULT: **INTRODUCED [UNANIMOUS]** **Next: 9/15/2021 9:00 AM**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Miles Menetrey
ABSENT: Wayne Forsythe

REF ID# 12074

MARIPOSA PLANNING STAFF REPORT

From: Sarah Williams, Planning Director

Prepared By: Steve Engfer, Senior Planner

Board of Supervisors Meeting Date: August 24, 2021

Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

PROJECT: **General Plan/Area Plan/Zoning Amendment (GPZA) No. 2020-054, Parcel Merger No. 2020-055, and Design Review (DR) No. 2020-056.**

APPLICANT: M.A.C.T. Health Board, Inc.

LOCATION: The project is located at 5204 Hospital Road and 5192 Hospital Road in the community of Mariposa.

DISTRICT: District 4: Supervisor, Wayne Forsythe; Planning Commissioner, John McCamman

NOTICING:
Gazette Ad: August 12, 2021
Mailed Notice: August 4, 2021
Posted Notice: August 4, 2021

COMMISSION ACTION: **The Planning Commission recommends that the Board of Supervisors:**

1) Adopt a resolution approving General Plan/Area Plan/Zoning Amendment (GPZA) No. 2020-054, Parcel Merger (PM) No. 2020-055, and Design Review (DR) No. 2020-056 with findings and conditions, including the finding that the project is exempt from environmental review, with the land use change and Design Review approval effective on the effective date of the zone change, and

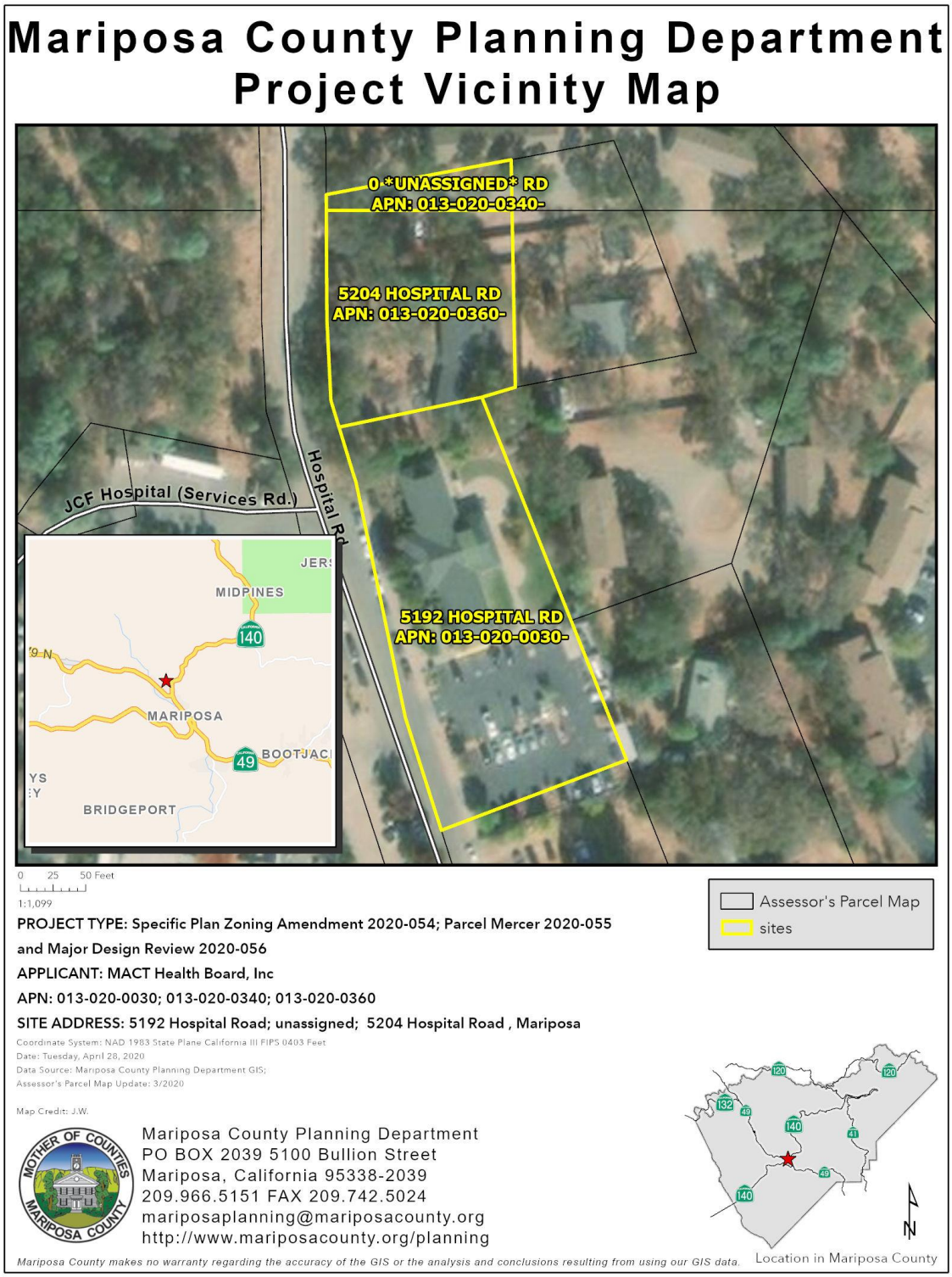
2) **Adopt an ordinance amending the Zoning from Multi-Family Residential to Professional Office on APNs 013-020-034 and 013-020-036 pursuant to GPZA No. 2020-054.**

3) Accept the improved segment of Hospital Road fronting the project site into the county-maintained road system. This item will be brought to the Board of Supervisors at a later date, by the Public Works Department.

STAFF SUMMARY ANALYSIS:

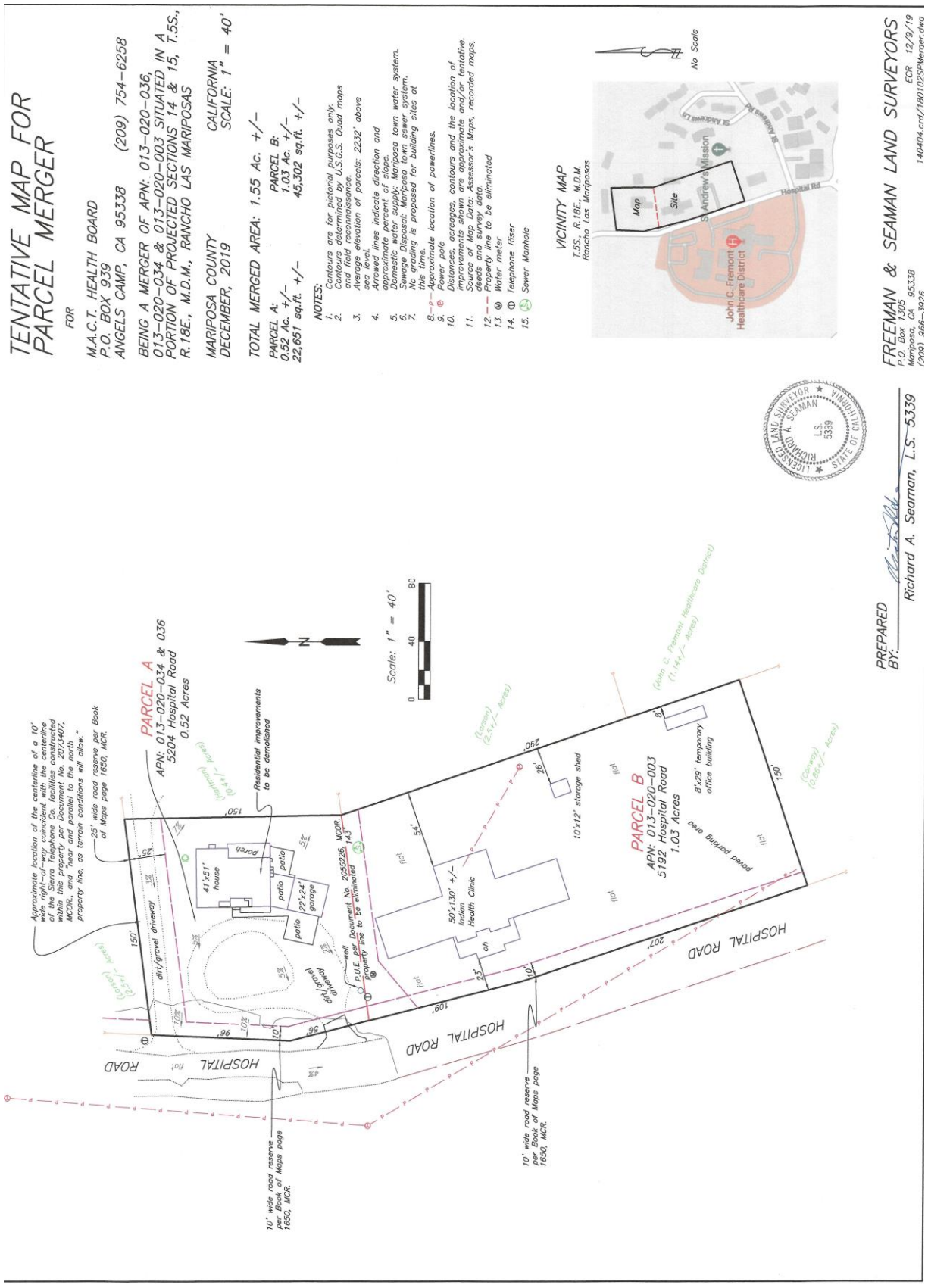
The project site is located just to the north of John C. Fremont Hospital and adjacent to the MACT Health Clinic. The project involves three parcels: Assessor's Parcel Numbers (APNs) 013-020-0030, 0340, and 0360. (The latter two APNs are one legal parcel but are separated for tax assessment purposes.) The current zoning on APNs 0340/0360 is Multi-Family Residential within the Mariposa Town Planning Area Town Plan. The applicant proposes to change the zoning and land use designation on this 0.52-acre area to Professional Office to allow the dental office use and construction of a 4,885 sq. ft. dental office building. This parcel currently contains a 2,917 sq. ft. residence that will be removed to construct the dental office building. APN 013-020-0030 (5192 Hospital Rd.) is currently 1.03 acres in size and contains the existing 4,775 square foot Indian health clinic. The parcel merger will merge the parcels into one parcel of 1.55± acres in size. The proposed dental office building would then be located on the same parcel as the existing MACT Health Clinic after the parcel merger. Construction of the new 4,885 square foot dental office building is subject to all applicable design review standards contained in the zoning standards for the Mariposa Town Planning Area.

Figure 1- Vicinity Map



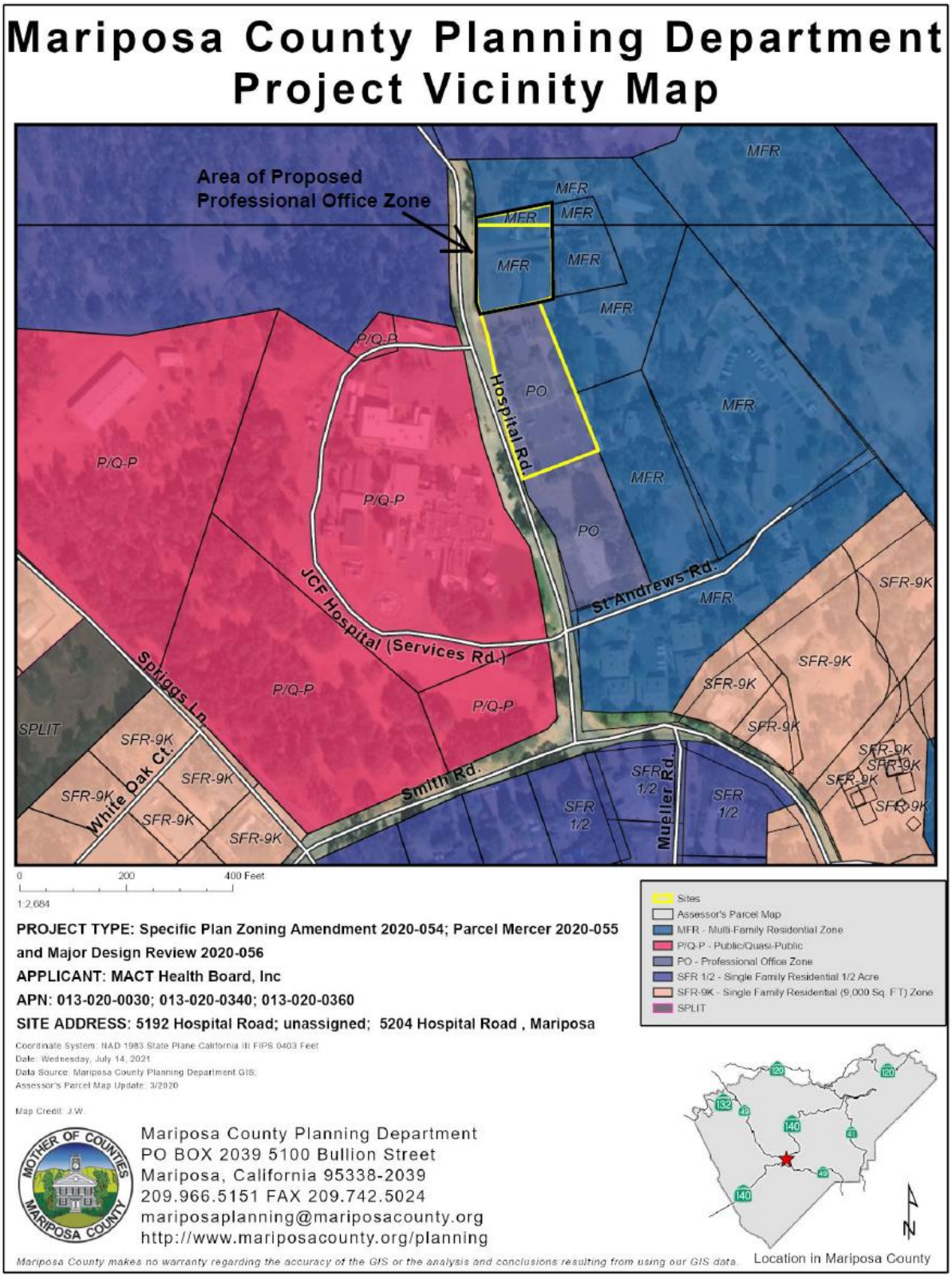
Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

Figure 2 - Parcel Merger Map



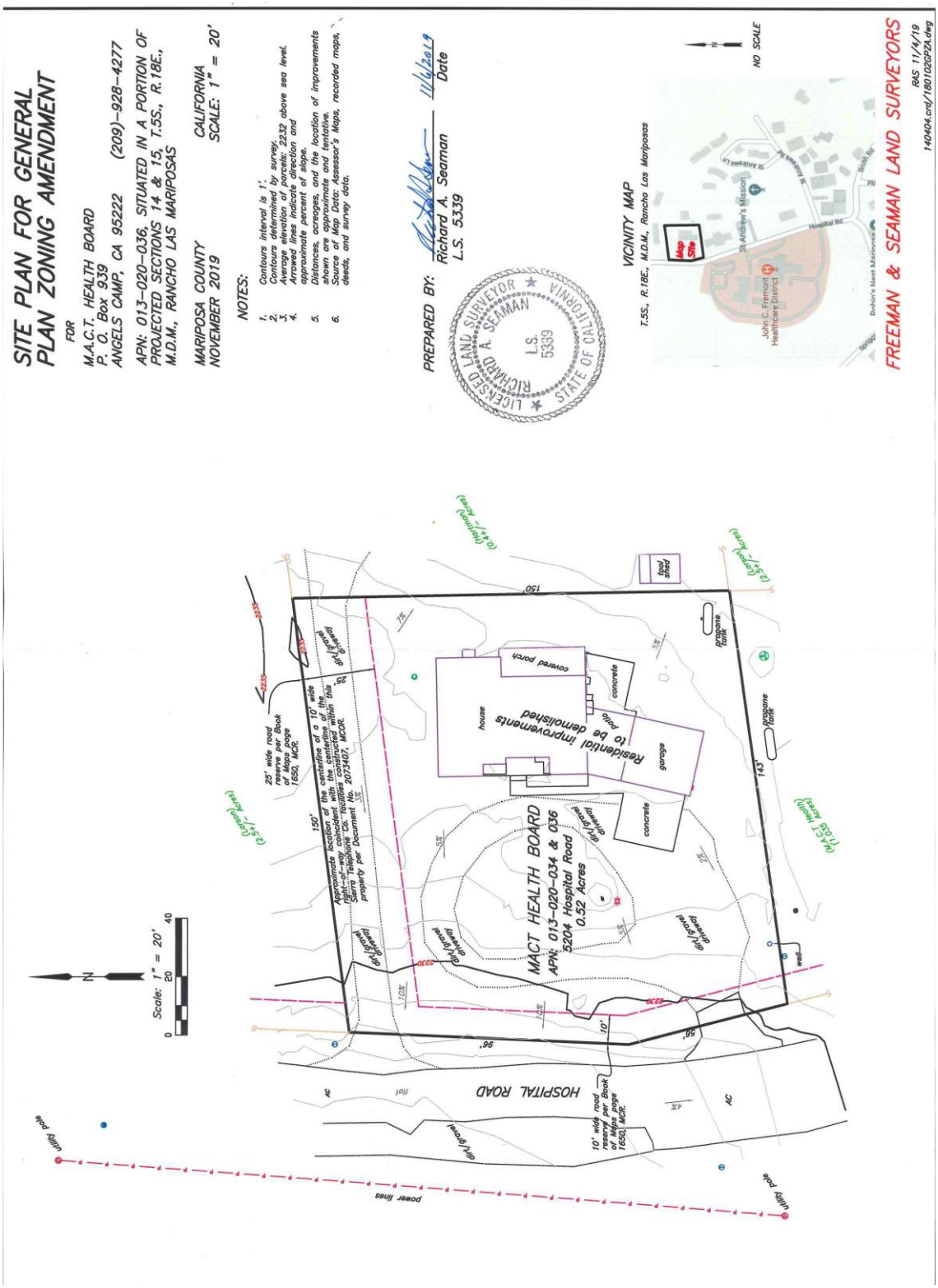
Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

Figure 2- Zoning Vicinity Map



Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

Figure 3- General Plan/Zoning Amendment Map



Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

Description of Project

There are three components to the project: an amendment to the land use and zoning map for the Mariposa Town Planning Area Specific Plan, a parcel merger, and a design review for the entirety of the project. The Mariposa Town Planning Area (TPA) Town Plan is a component of Volume II of the Mariposa County General Plan; therefore, a general plan amendment is required to be processed for the project. As noted, the project involves three parcels; Assessor's Parcel Numbers are as follows:

013-020-034 (unassigned address)
013-020-036 (5204 Hospital Road)
013-020-003 (5192 Hospital Road)

General Plan/Area Plan/Zoning Amendment No. 2020-054 involves the following:

Change in the land use and zoning designation for two parcels, APNs 013-020-034 and 013-030-036 from Multi-Family residential to Professional Office in order to construct a dental office building on the site. It is currently zoned Multi-Family Residential. ***(See Figures 2 and 3 for current/proposed zoning and land use.)***

Parcel Merger No. 2020-055

The project proposes to merge three (3) APNs (2 legal parcels) owned by the same party, pending approval of the proposed GPZA. Parcel A of the merger is 0.52 acre (22,651 square feet and involves two APNs (separate APNs are for tax assessment purposes only) and Parcel B is 1.03 acre (44,866 square feet). Both parcels exceed the minimum parcel size of 9,000 square feet for the Professional Office Zoning. The combination of the two (2) parcels will also result in a single parcel that exceeds the minimum parcel size of 9,000 square feet for the Professional Office Zone. Both Parcel A and Parcel B front Hospital Road and have access via Hospital Road. (Any changes to encroachments will require Public Works approval as part of the Design Review). The proposed parcel configuration and site layout (DR 2020-056) conform to setback requirements for the proposed Professional Office Zone. Both parcels were conforming with regards to the 4:1 lot length to width ratio and will remain conforming after the parcel merger.

Design Review No. 2020-056

The project is in the Design Review Overlay District and subject to the design review standards contained in the Mariposa Town Planning Area Town Plan. Chapter 17.66 of Title 17 describes the purpose of the design review overlay district as the following:

> *The Design Review Overlay zone is an overlay district which is intended to be combined with any other district in which it is determined desirable to protect the overall appearance of the district by regulating the design of new structures and changes in the appearance of existing structures. The purpose of this district is to ensure that proposed buildings, structures, signs, and landscaping and modifications to buildings, structures, signs, and landscaping within these areas are in harmony with the surrounding areas. The intent of the zone is to enhance tourism and to stabilize and increase property values. This district may be applied to areas containing public or private buildings and lands exhibiting unique architectural themes and/or scenic beauty.*

The existing MACT Health Clinic medical building underwent design review when it was originally constructed. The proposed new 4,885 sq. ft. dental office building is subject to design review standards. The project will take access from Hospital Road. Water and sewer service to the entirety of the project will be provided by the Mariposa Public Utility District. Sufficient water for domestic and firefighting purposes will be required.

(Attachment A - Project Plans)

Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

Comprehensive design review standards that will apply to this project are found in Section 17.336.060 – *Architectural theme and development guidelines for the design review overlay zone* of Title 17. They are included under the general headings of:

- ***Site Development Standards*** (minimization of grading; maximum building area for development; desirable and appropriate transition from street to building; preservation of unique natural features; potential clustering of buildings; active and passive solar; establishing Mariposa Creek as open space; and undergrounding of utilities)
- ***Building Design Standards*** (diversity of architectural styles commensurate to what is appropriate in Mariposa; incorporation of functional elements of the historic buildings of the region; appropriate scale; design and character of buildings should not conflict with adjoining development; avoidance of monotony in design involving multiple buildings; base colors; placement and screening of mechanical equipment)
- ***Landscaping Standards, including for parking areas*** (inclusion of existing and planned vegetation, fences, walls, pedestrian ways; screening of unsightly areas; use of landscaping for screening for mechanical and electrical equipment, service areas; landscaping shall not obstruct sightlines for safe vehicle and pedestrian circulation, and not interfere with public utilities; use of indigenous water conserving plants; incorporation of natural topographic and vegetative elements; landscaping for parking areas; perimeter landscaping; use of vegetation to direct pedestrians safely to their destinations; protecting vegetated areas using curbing, fencing or walls; size of vegetation at time of planting; and landscaping maintenance.)
- ***Sign Standards*** (integration into building design; constructed of natural materials; sign size; limitation on graphic elements; use of on-site directional signs; no extension above roofline of buildings; prohibition of off-site signs; and window signs.)

In order to approve a design review application for this project site it must be found that the project proposal conforms to the architectural theme and development guidelines established by the Board of Supervisors pursuant to Mariposa County Code and subsection 17.336.060 (Design Review Overlay).

In addition, the project is subject to all applicable standards contained in Chapter 17.336 – *Supplementary Development Standards*, of Title 17. This chapter includes standards for setbacks from property lines and streets, setbacks from drainage ways; building height standards; parking standards, and improvement standards.

The clinic will have a vestibule entryway which leads into a large circular waiting room. There will be eight (8) dental chairs, with two (2) hygienist chairs and six (6) operative chairs. There will also be three (3) office spaces with a reception room and other utility rooms, stations, and labs necessary for operation. An asphalt concrete parking lot consisting of seventeen (17) spaces will also be constructed to serve the clinic. Calculations for parking space consistency with the standards of the Mariposa Town Planning Area Town Plan are shown further in this report.

Design Review Submittal:

The project applicant has submitted plans that include exterior elevations for the proposed structure, landscaping and signage. The building materials consist of stucco walls in color matching the adjacent medical office building, standing seam metal roof panels green in color to compliment surrounding residential and medical office's green asphalt shingles and trims. The proposed theme is designed to accentuate architectural treatments and color scheme colors compatible with the vicinity and also carry a design in line with the MACT Health Board branding.

Proposed signage includes two matching monument signs, one for a replacement at the existing MACT Health Clinic and one for the new Dental Clinic. Both include rock base and color scheme designed to match existing MACT Health Clinic and proposed Dental Clinic color schemes.

Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

Project Background Data

Existing Zoning: The 0.52 acres proposed for rezone is currently zoned Multi-Family Residential within the Mariposa Town Plan Area Design Review Overlay Zone.

General Plan: Mariposa Town Planning Area.

Current Land Use: Single family residence.

Adjacent Property:

	Size (in acres)	Zoning	Use
North/East/Southeast	2.63	Multi-Family Res.	Apartments/residence
South	1.03	Professional Office	Medical clinic
Southwest	7.15	Public Quasi Public	Hospital
West/Northwest	44.12	SFR ½ acre	Vacant

Site Topography And Vegetation: The site that will contain the dental office building has grades of 2% to 10%. The area of proposed improvement generally has slopes of 5%. The existing house on the site will be removed during project implementation. Vegetation is consistent with adjacent properties.

Project Analysis

Agency Comments

Requests for comments were originally solicited for this project in May of 2020. The project underwent a revision and a second request for comments was sent to agencies in September of 2020. The project applicant further revised the project to address drainage and site configuration issues raised by agencies in February of 2021 and May of 2021.

Requests for comments were sent to the following agencies: Mariposa County Public Works, Mariposa County Environmental Health Unit, Mariposa County Fire Department, Mariposa County Assessor, Mariposa County Building Department, Mariposa County Sheriff, California Department of Fish and Wildlife, Mariposa County Resource Conservation District, Mariposa County Unified School District, CAL FIRE, Pacific Gas & Electric, Sierra Telephone, and the Mariposa Public Utility District. Notices as mandated by state Government Code were sent to Native American contacts for Mariposa County as maintained by the Native American Heritage Commission. That process is described further in this staff report.

Responses were received from the following agencies: Mariposa County Public Works, Sierra Telephone, and the Mariposa Public Utility District.

Public Works:
Public Works comments related to requirements to complete the parcel merger; the necessity to dedicate a public easement which encumbers the proposed sidewalk improvements and provision for public utilities; the creation of a road reserve within the existing 25-foot wide access to APN 013-020-35/037, which will also involve the creation of an easement for public utilities; and the necessity for the project plan to delineate easements and exceptions called out in the Parcel Map Guarantee (before proceeding, the impacts on existing rights must identified).

Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

Public Works also commented that the project fronts a portion of Hospital Road that is outside the county road maintenance system. That portion of road is also substandard for the type of use proposed. Hospital Road should be improved to a level to meet the demands of the project and existing uses. Since the project is a commercial project within the Mariposa TPA, street parking as frontage improvements must be considered.

Comments were addressed as the project applicant redesigned the project layout, including required frontage improvements. This was the result of site visits, survey work, and subsequent work between the County Engineer and the project applicant team.

The revised project plan set dated May 20, 2021 (Attachment A- Project Plans) address the comments as follows:

- Frontage improvement on Hospital Road. The proposed redesign includes extension of Hospital Road to meet County Road Improvement and Circulation Policy Requirements with a curb, gutter and sidewalk on the project frontage.
- Recommendation by Public Works for the frontage section to be included in County Maintained Road system.
- Draining improvements – on site drainage redesigned; road drainage being addressed through County Engineer Review of final project engineering prior to grading or building permit issuance.
- Access to offsite parcel is maintained.
- Parcel merger requirements to be met prior to building permit final.

Conditions of approval require final building design and plans be approved prior to the grading or building permit issuance to verify that all Public Works requirements are met.

Sierra Telephone:
Sierra Telephone commented that the company has no objections to the project as long as its rights, as granted on recorded easements, are not abridged.

MPUD:
MPUD provides public water, wastewater and fire protection services to the parcels. MPUD commented that it has an easement for public utility purposes on APN 013-020-003. Buildings or permanent improvements shall not be placed on the easement at any time. The parcels are within the MPUD Assessment District 94-1 (Saxon Creek). Payment of the unpaid portion of assessments for the three parcels identified in the parcel merger must be made prior to approval of the merger. MPUD also described its infrastructure located in the area and utility construction and connection requirements. The project proponent will be required to provide a fire flow analysis in compliance with California Fire Code requirements and mitigate any fire flow deficiencies, which may include structure modifications, public water main improvements and/or approved commercial fire sprinkler system. Fire hydrants will be required to be installed according to the MPUD's Fire Protection Ordinance. The District, in conjunction with the State Fire Marshal representative will make final determination of fire flow requirements. In its review of revised site plans submitted to the Planning office in early February, MPUD described the level of detail in drawings that will be required to be submitted to MPUD for review and approval in order for the facility to connect to the district's facilities. All MPUD requirements will be met through conditions of approval placed on the Design Review component of the project, including any need for future reapportionment. MPUD requirements will be met during the building permit stage of project implementation.

Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

Practical Concerns

Planning evaluated the project for the following issues:

Current Zoning Feasibility: The existing zoning on the project site would not allow the professional office development proposed. The rezone of property from the Multi-Family Residential zone to the Professional Office zone is necessary to implement the project.

Project Aesthetics

Design Review: The project site is located within the Design Review Overlay Zone, which applies to all properties within the Mariposa Town Planning Area (TPA). This overlay zone regulates the design of new structures and ensures that new structures and overall site design are "…in harmony with the surrounding properties and areas." As such, as part of the project, Design Review No. 2020-008 is also being reviewed. In order to process the project, the applicant has submitted proposed conceptual elevations and site plans. Conditions of approval are recommended as part of the Design Review to ensure compliance with the Design Review requirements. Design review and approval of final plans will occur at the Planning Director level. Details of the design review are included in the Required Development Standards section below.

Required Development Standards:

1. ***Setbacks:*** Commercial uses front yard setbacks shall be a minimum of thirty (30) feet from the centerline of a local street or ten (10) feet from the nearest point on the edge of a right-of-way boundary of a state highway. There are no mandatory side and rear yard setbacks. Appropriate setbacks shall be determined based upon design review considerations, circulation, and loading/unloading needs.

2. ***Building Height:*** Section 17.336.020 limits the height of buildings and structures to two (2) stories or thirty-five (35) feet as measured from the natural grade, whichever constitutes the greatest height. The site plan shows that the dental office structure will comply with this standard.

3. ***Parking Standards:*** The applicant proposes to merge the new dental clinic parcel with the adjacent existing medical facility parcel, also owned by MACT Health Board Inc. This merger will allow the applicant to utilize the existing parking as well as the proposed parking lot to accommodate both the existing medical facilities and the proposed dental clinic. Section 17.336.030 of Title 17 establishes parking standards for new developments depending on the type of use. Medical offices require one (1) parking space for each two hundred (200) square feet of gross floor area, except for floor area used exclusively for storage. Currently, the medical office building provides 37 parking spaces, which exceeds the required number of spaces of 24 by 13 spaces. The new dental office building is also required to provide 24 spaces (could be slightly less due to the existence of a storage room as shown on the building plans). Based upon total square footage of the two facilities, the total number of spaces that would be required at the medical/dental office complex is 48. The dental office will provide 17 spaces bringing the total number of spaces provided at the complex to 54, six more than is required.

   Parking Lot Shading
   The dental office building will be required to comply with parking lot shading requirements contained in Section 17.336.060. This code section mandates that 30% of the 17-space lot will be required to be shaded.

4. ***Design Review Overlay Theme and Guidelines:*** Section 17.336.060 establishes standards that apply to all commercial development. Based on the conceptual stage of some of the information, conditions of approval are included as part of the Design Review action to ensure compliance with all requirements.

Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

These requirements include site development (grading), landscaping standards, parking lot shading requirements, and sign standards. The building design as shown on the example photographs generally meets the guidelines for building design standards. A condition of approval will require that selected colors for the buildings comply with the standard that the base color buildings should be light colors in warm tones. Trim may be brighter or darker. All mechanical equipment will need to be screened.

5. Declarations, Covenants and Restrictions
Mariposa County does not have any authority to enforce covenants, conditions and restrictions, or similarly worded regulations, that govern the development of private property. They are enforced by the owners of properties covered under such agreements. However, it should be noted that the 0.52-acre property at 5204 Hospital Road, the property proposed for rezone, is governed by Declarations, Covenants and Restrictions (DC&Rs), according to the title report prepared for the property. The DC&Rs were created as part of a grant deed for the property recorded on May 17, 1968, and the regulations involved other properties.

Among the series of DC&Rs listed in the grant deed for the parcel there was a prohibition on any non-residential development. Commercial enterprises were specifically prohibited at that time.

The DC&R's were subsequently amended, to allow the professional office uses for the subject property and the adjacent property on which the existing medical office is located, that is also governed by the same declarations, covenants and restrictions.

While the DC&Rs are not part of the review and consideration of this project by the Planning Commission and Board of Supervisors, staff included this information as background.

Access/Road Improvements/Road Maintenance:
Access Road Improvements: The new dental clinic is estimated to generate approximately 120 ADT based on the 25 ADT/1,000 square foot of office space defined in the County's Road Improvement and Circulation Policy (RICP) and therefore meets the requirements for additional improvements as required by Section17.336.050. The RICP defines frontage improvements as:

"These are improvements made along existing roads within a project parcel or where any property line is shared with a road, such as a County Road."

For this specific project, the only portion with County Road frontage is the western property line along Hospital Road. The project is proposing to take access from Hospital Road. Therefore, frontage improvements will be required. An analysis was performed using historic traffic counts from the intersection of Hospital Road and Smith Road, averaging 1,350 ADT and the estimates of additional traffic generated by the project (120 ADT as described above). The total estimated 1,470 ADTs would require a Town Class IV road, which is a paved, 24-foot wide road with parking on both sides and curb and gutter on one side. The Public Works department has informed the Planning Department that they could support a waiver of the installation of parking on both sides of the road.

Public Works recommends that the project Hospital Road extension (along site frontage) be taken into the County Maintained Road system upon meeting the County requirements. The Planning Commission also recommends that the Board accept the segment into the county system for maintenance. (Attachment D- PC Resolution 2021-013). This action will be brought to the Board at a later date, by the Public Works Department.

Utilities: This property is located within the Mariposa Public Utility District (MPUD) and is required to connect to the District's water and sewer service. These connections will be required to meet MPUD standards and specifications. All other utilities such as, electrical and telephone, are required to be undergrounded within

Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

the project site. A condition of approval will require that all utilities be undergrounded as required by County code.

There is an existing easement for public utility purposes located on APN 013-020-003, the parcel on which the existing medical office is located, and MPUD requires that no buildings or permanent improvements be placed on the easement at any time. Final site design plans require MPUD approval prior to building or grading permit issuance to ensure the requirement is met.

On-Site Drainage:
The redesign of the project addressed Public Works initial concerns relating to the originally proposed stormwater retention basin and site drainage. Final plan verification by County Engineer will occur at time of grading and/or building permit review.

Use Standards:

1. ***General Plan Compatibility:*** The project site is located within the Mariposa Town Plan area and is currently in the Multi-Family Residential land use designation of the Mariposa Town Planning Area Specific Plan. The project proposes to change the land use designation on APNs 013-020-034 and 036 (0.52 acres after merger) to Professional Office to allow for the construction of the dental office building. The Mariposa Town Planning Area Specific Plan is part of Volume II of the General Plan.

2. ***Current Zoning Feasibility:*** Current zoning does not allow the intended professional office use proposed on the site. Therefore, the applicant has requested the Multi-Family Zoning on parcels 013-020-034 and 036 be rezoned to Professional Office to accommodate the dental office building.

3. ***Proposed Zoning Feasibility:***

   Per County Code Section 17.318.010 – Professional Office (PO) Zone:

   > This zoning classification is designed to provide areas for the development of business and professional office uses with related business and institutional uses to the exclusion of retail business in general. It is intended that PO areas, and the uses therein, will be compatible and convenient to residential areas and the general business area.

   Prior to development and building permit issuance the project must obtain approval of additional project detail information. Design Review conditions must be met prior to building permit issuance/completion.

   The Board of Supervisors must be able to make all findings required for a zoning amendment in order to approve the zoning amendment from Multi-Family Residential to Professional Office. In turn, the dental office cannot be considered without the zoning amendment.

Development Standards:

Constructability:

1. **Utilities:**
   This property is located within the Mariposa Public Utility District (MPUD) and is required to connect to the District's water and sewer service. These connections will be required to meet MPUD standards and specifications. All other utilities such as, electrical and telephone, are required to be undergrounded within the project site.

Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

There are utility easements on the project site, including for MPUD, Sierra Telephone, and PG&E that will be required to be accommodated by project design or relocated.

2. **Fire Flow:**
   Fire flow will be required to meet the approval of MPUD and the state Fire Marshall.

3. **Grading and Drainage:**
   The project will be subject to all applicable grading standards contained in Appendix J of the California Building Code as adopted by the Board of Supervisors as well as standards contained in the Mariposa Town Planning Area Town Plan. The project applicant has submitted a grading plan for the project. Final plans will be reviewed by the County Engineer as a part of the grading and building permit process to ensure requirements are met.

Consistency with the Goals, Policies and Objectives of the 2019-2024 Housing Element

The density standard for multi-family residential uses in the Multi-Family Residential zone within the boundaries of the Mariposa Town Planning Area Specific Plan is 4,000 sq. ft. of land area for the first multi-family unit and 1,500 sq. ft. for each additional residential unit, exclusive of road easements. The Mariposa County 2019-2024 Housing Element, adopted in August of 2019 and certified by the State Housing and Community Development Department in October of 2019, uses a dwelling unit per acre density of 26 for the Multi-Family Residential zone in Mariposa. This means that the maximum density for the 0.52 acres that is proposed to be rezoned from Multi-Family Residential to Professional Office would be 13 units. It would be unlikely that any site would support that density due to the placement of parking lots, landscaping, common areas, walkways, etc. However, that is the maximum density. Table 8.4-2 – Land Suitable for Residential Development/Housing Unit Development Potential in the Housing Element uses a default density of 10 units per acre in the calculation of lands zoned for multi-family residential development for lower income households in the community of Mariposa, in accordance with State Government Code §65583.2(c)(3)(B). (The Housing Element states : "In addition, twenty percent (20%) of the developable acreage for sites zoned for Multi-Family Residential uses is assumed to be reserved for setbacks, landscaping, rights-of-way, off-street parking, etc. meaning net acreage was used to calculate assumed housing units.") Using the maximum density figure, the maximum multi-family residential development on the subject 0.52 acres would be 13 units as noted above; using a figure of 10 units per acre would yield a total of five (5) units. Table 8.4-2 of the Housing Element shows that there are 18 parcels zoned Multi-Family Residential in Mariposa that would yield 1,011 units, using the lower 10 units per acre default density figure. The project site is considered in these figures.

The Housing Element addresses Mariposa County's requirement to provide its share of the Regional Housing Needs Allocation (RHNA) as calculated by the State Housing Community Development Department. The Housing Element states that Mariposa County must accommodate 195 additional housing units countywide between December 31, 2018, and August 31, 2024, or 39 dwelling units per year. There is sufficient multi-family residential land available in the community of Mariposa to help meet the five-year RHNA mandate. The removal of 0.52 acres of multi-family residential land as proposed by this project, which would remove land that could accommodate five multi-family units, would not cause a failure by Mariposa County to meet its state mandate. Thirty-seven of the 195 state-mandated units must be for the moderate-income group and 81 must be for the above moderate-income group. The number of housing units the County must accommodate in the moderate to above moderate groups is 118 over the next five years. Although the project proposes removing 0.52 acres of land from the Multi-Family Residential zone, the overall effect on the County's ability to meet its RHNA obligation is not significant.

It should be noted that Mariposa County approved the Creekside Terrace project in 2019. This project, proposed for the community of Mariposa, will provide 42 low-income apartments. Construction of the project

Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

has commenced. The County approved the Brown Bear project in 2020. This project would provide 96 apartments for the workforce sector. Ninety-six apartments would supply 81% of the required RHNA five-year mandate for the moderate to above moderate-income groups.

The removal of 0.52 acres from the Multi-Family Residential zone would not have a significant impact on the County's ability to meet its RHNA requirements.

Environmental Review

The project site and general area has been developed with single- and multi-family residential uses; professional office uses and public quasi-public uses (JCF Hospital). The 0.52-acre area proposed for rezone has been significantly disturbed by the development of a single-family residence. The project will be subject to all existing requirements relating to grading, drainage, construction, access, and improvements. The demolition of the existing residence and the construction of the dental office building will be subject to all existing permitting requirements. Based upon these factors, it can be determined that this project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) – common sense exemption – (there is no possibility the activity in question may have a significant effect on the environment), CEQA Guidelines. Recommended project findings include an environmental finding.

Native American Consultation:

Since this project is a General Plan and Specific Plan amendment the County was required to provide opportunity for Native American tribes on the Mariposa County contact list to request a consultation on the project. The tribe contact list is maintained by the state Native American Heritage Commission.

In accordance with the process mandated by state Government Code Section 64352.3, Planning staff mailed certified letters, dated May 8, 2020, to the County's prescribed Native American contacts notifying them that they had the requisite time as mandated by State law (90 days) to request a consultation on the project. The consultation request period ended on August 6, 2020. None of the three tribes that were sent notifications requested a consultation. The Southern Sierra Miwuk Nation commented that the tribe had no concerns regarding zoning issues and that they would like to see the project expedited.

Attachment A - Project Plans
Attachment B - Draft BOS Resolution
Attachment C - Proposed Notice of Exemption
Attachment D – Planning Commission Resolution 2021-013

Recommended Project Findings

Are as shown in the Draft Board Resolution

Recommended Project Conditions

Are as shown in Draft Board Resolution

Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

DRAFT

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

MARIPOSA COUNTY ORDINANCE NO.
(Not to be codified)

AN ORDINANCE AMENDING THE MARIPOSA COUNTY ZONING MAP

WHEREAS, a proposal to amend the General Plan/Area Plan land use classification and zoning designation on Assessor's Parcel Numbers (APNs) 013-020-034 and 013-020-036 (0.52 acres, 5204 Hospital Rd., Mariposa, CA) was submitted by M.A.C.T. Health Board, Inc. on the 27th day of April 2020; and

WHEREAS, the application is known as General Plan/Area Plan/Zoning Amendment (GP/AP/ZA) No. 2020-054. The application proposes to rezone the 0.52 acres described above from the Multi-Family Residential (MFR) Zone to the Professional Office (PO) Zone. The GP/AP/ZA is processed concurrently with Design Review and Parcel Merger Applications; and

WHEREAS, the Planning Commission held a duly noticed public hearing on the project on the 23rd day of July 2021 and the Board of Supervisors held a duly noticed public hearing on the project on the 24th day of August 2021, in accordance with State Law and County Code; and

WHEREAS, a Notice of Exemption has been filed for the project pursuant to the California Environmental Quality Act (CEQA); the project is exempt from environmental review.

NOW THEREFORE, the Board of Supervisors of the County of Mariposa ordains as follows:

Section I: Amend the zoning designation of APNs 013-020-034 and 013-020-036 as shown in Exhibit A and as legally described in Exhibit B from the Multi-Family Residential zone to the Professional Office zone.

Section II: This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code Section 25123.

PASSED AND ADOPTED on this _____ day of September 2021 by the following vote.

AYES:
NOES:
ABSTAINED:
EXCUSED:

_____
Marshall Long, Board Chair

ATTEST:

_____
René LaRoche, Clerk of the Board

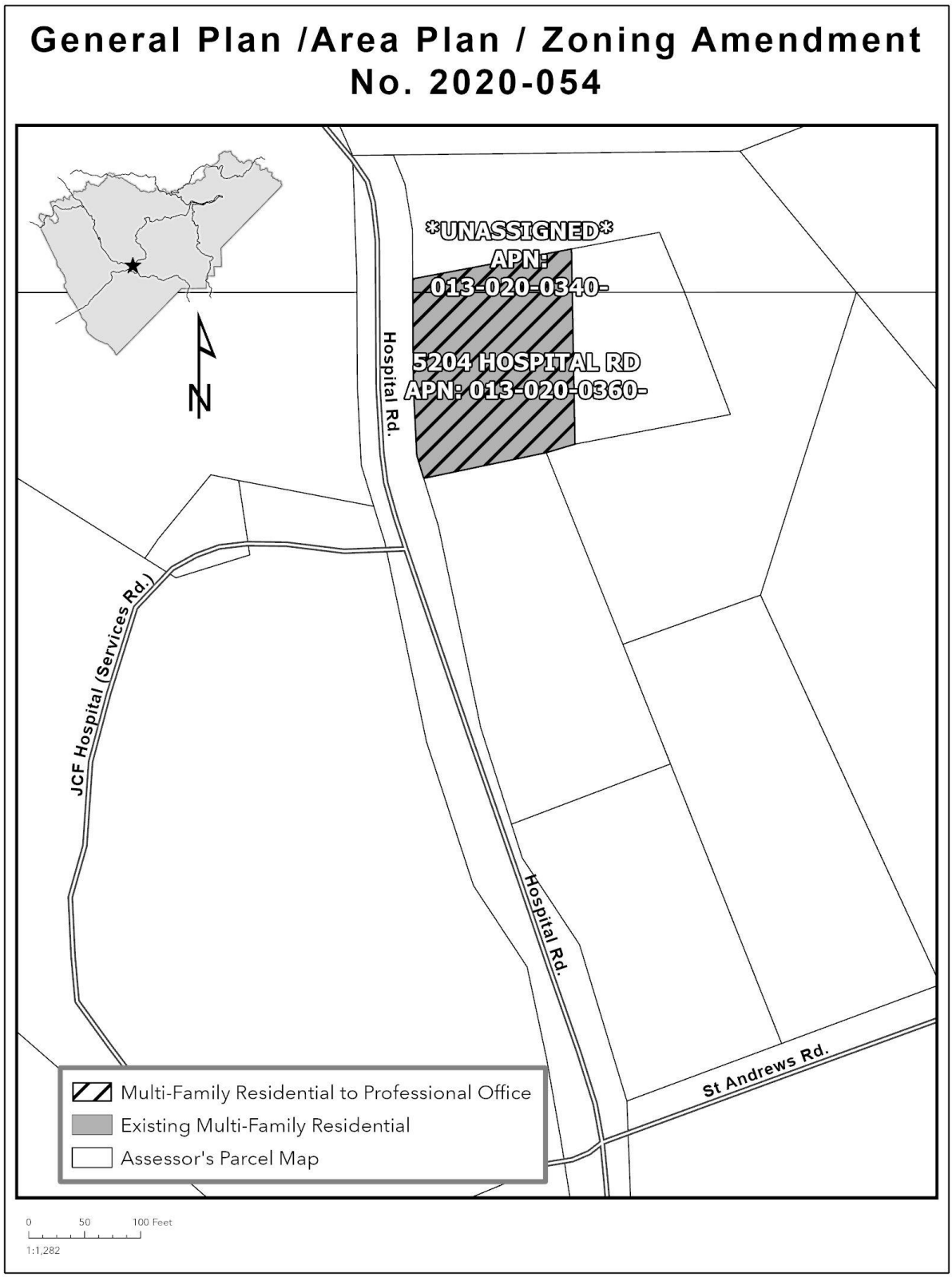
APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: Draft Ordinance (2021-ORD-1165 : General Plan Zoning Amedment No. 2020-054)

Exhibit A

Area to be rezoned from the Multi-Family Residential Zone to the Professional Office Zone
(APNs 013-020-034 and 013-020-036; 0.52 acres)



Attachment: Draft Ordinance (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

Exhibit B

PROPERTY DESCRIPTION

All that real property situated in the State of California, County of Mariposa and described as follows:

PARCEL 1:

THAT PORTION OF THE "HODGSON TRACT" IN SECTION 14 AND SECTION 15, TOWNSHIP 5 SOUTH, RANGE 18 EAST, M.D.B.&M., ACCORDING TO MAP NO. 1129, FILED JUNE 8, 1955 IN THE OFFICE OF THE COUNTY RECORDER, MARIPOSA COUNTY, CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER BETWEEN SAID SECTION 14 AND 15; THENCE N. 33° 51' E., 553.33 FEET TO CORNER NO. 1 OF SAID "HODGSON TRACT"; THENCE N. 35° 21' W. 683.70 FEET TO CORNER NO. 2 OF SAID "HODGSON TRACT"; THENCE N. 14° 28' W., 165.90 FEET TO CORNER NO. 3 OF SAID "HODGSON TRACT" AND THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING N. 02° 30' E., 96.0 FEET; THENCE N. 82° 30' E., 150.0 FEET; THENCE S. 01° 02' E., 150.0 FEET; THENCE S. 82° 03' 30" W., 143.0 FEET; THENCE N. 14° 28' W., 56.0 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL IS FURTHER DELINEATED ON RECORD OF SURVEY MAP FOR THOMAS COAKLEY, FILED APRIL 16, 1969 AS MAP NO. 1650, MARIPOSA COUNTY RECORDS.

Attachment: Draft Ordinance (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

MARIPOSA COUNTY BOARD OF SUPERVISORS
SUMMARY OF PROPOSED ORDINANCE AMENDING THE COUNTY ZONING MAP

Notice is hereby given that on **Tuesday, September 15, 2021 at 9:00 a.m.** or as soon thereafter as possible, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adoption of an ordinance amending the Mariposa County Zoning Map as follows:

Section I: Change the zoning of APN 013-020-034 and 013-020-036 from the Multi-Family Residential (MFR) zone to the Professional Office (PO) zone.

Section II: This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code Section 25123.

A certified copy of this ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California, and is available for public inspection and copying in that office in accordance with the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

René LaRoche
Clerk of the Board

Attachment: GPZA 2020-054 Summary Ordinance (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

MARIPOSA COUNTY

Administration/Technical Services · 966-3222

MEETING: August 24, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Technical Services & Mircosoft 365 Update Summer 2021

RECOMMENDATION AND JUSTIFICATION:

Receive a Presentation Regarding "A Single Productivity Suite; a Technical Services & Microsoft 365 Update - Summer 2021".

BACKGROUND AND HISTORY:

Late 2019, Administration and Technical Services presented, "A Single Productivity Suite" to the Board of Supervisors. The presentation reviewed the County's use of multiple productivity suites and outlined the plan for implementing a single suite; Microsoft 365. This presentation will provide an update on the Microsoft 365 implementation as well as gains made with technology.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not receive the presentation and miss the opportunity to hear updates about the technology that our county has moved to.

ATTACHMENTS:
Technical Services attachment original - Reduced (PDF)

RESULT: WITHDRAWN AND RESCHEDULED Next: 10/5/2021 9:00 AM

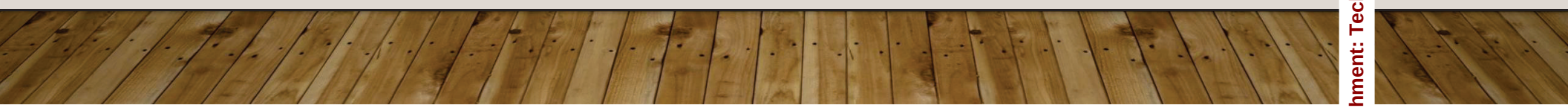
A SINGLE PRODUCTIVITY SUITE

TECHNICAL SERVICES

&

MICROSOFT 365 UPDATE

SUMMER 2021



Attachment: Technical Services attachment original - Reduced (12037 : Technical Services & Mircosoft

CONTENTS

Technical Services

- Previous
- Action
- Progress
- New Additions

Microsoft 365

- Overview
- Goals
- Strategy
- The Plan
- Challenges & Solution

Attachment: Technical Services attachment original - Reduced (12037 : Technical Services & Mircosoft

TECHNICAL SERVICES: HISTORICALLY

- DecentralizedTechnical Services function and managed separately
- ClientFirst conducted technology needs assessment
- Limited financial and staffing resources
- Critical systems out-of-date and nearing end-of-life
- Lack ofTechnical Services coordination presents problems

Attachment: Technical Services attachment original - Reduced (12037 : Technical Services & Mircosoft

TECHNICAL SERVICES:ACTION

Consolidation of IT Staff and Technical Services

- Procurement and refresh cycle
- Help Desk function
- ERP: MegaByte and Enterprise
- Other enhancement and project
- Microsoft 365

Attachment: Technical Services attachment original - Reduced (12037 : Technical Services & Mircosoft

TECHNICAL SERVICES: PROGRESS PROCUREMENT

Implementation of centralized procurement for computer equipment

- Over 200+ workstations needed to be upgraded
- Coordinated purchase of 100+ workstations
- Standardization of software and hardware

Attachment: Technical Services attachment original - Reduced (12037 : Technical Services & Mircosoft

TECHNICAL SERVICES: PROGRESS
HELP DESK

Help Desk and issuing tracking within Technical Services

- Increased capacity without the need for more IT staff
- Automated support request tracking for users and techs
- Better overview to further improve services levels

Attachment: Technical Services attachment original - Reduced (12037 : Technical Services & Mircosoft

TECHNICAL SERVICES: PROGRESS
HELP DESK EXPERIENCE

	Overall Quality of Support	Communication	Professionalism	Performance	Resolution	Aver
Very Satisfied	89%	89%	91%	87%	90%	89.1
Satisfied	6%	7%	8%	7%	5%	6.6
Dissatisfied	3%	3%	0%	5%	2%	2.6
Very Dissatisfied	2%	1%	1%	1%	3%	1.6

- Since July 2020,processed 4,300+ support requests
  - Approximately 550+ support requests monthly
  - Per tech,roughly 31 tickets weekly
  - Requests vary from computer issues to inquires

Attachment: Technical Services attachment original - Reduced (12037 : Technical Services & Mircosoft

TECHNICAL SERVICES: PROGRESS MEGABYTE & ENTERPRISE

Assisted with implementation of Enterprise Resource Planning (ERP) solutions

- MegaByte PropertyTax
  - Replaced paper-based system
  - Provides public facing services
- Enterprise
  - Robust application set for core functions: Financials, HR/Payroll, etc.
  - Reduces need for ancillary systems
  - Allows of automation and real-time data analysis

Attachment: Technical Services attachment original - Reduced (12037 : Technical Services & Mircosoft

TECHNICAL SERVICES: NEW ADDITIONS

- VPN Solution Upgrade
  - Secure mobile workforce
- GoToMeeting
  - Virtual meetings rooms
- ZorroSign
  - Digital signature solution
- Microsoft 365
  - Increased mobility and productivity

Attachment: Technical Services attachment original - Reduced (12037 : Technical Services & Mircosoft

MICROSOFT 365: OVERVIEW

- In July 2019,Mariposa County announced the adoption of Microsoft 365 as the officia productivity suite.
- Adopting a single productivity suite helped overcome issues with data sharing and communication across departments.
- Allowed for a more effective mobile workforce.

Attachment: Technical Services attachment original - Reduced (12037 : Technical Services & Mircosoft

MICROSOFT 365: GOALS

- Fully migrate all departments to Microsoft 365
- One email domain for Mariposa County
- Reduce data sharing and collaboration barriers
- Prepare County for SharePoint and Teams implementation
  - Web-based communication and collaboration tools

Attachment: Technical Services attachment original - Reduced (12037 : Technical Services & Mircosoft

MICROSOFT 365: STRATEGY

Technology Master Plan, ClientFirst

Initiative #27 - Human Services and the remainder of the County are using different electronic mail platforms.

- Reduces efficiency:increased support;training needs;limited integration capabilities
- Create roadblocks:limit ability to consolidate departments

"Moving to a single electronic mail platform will reduce barriers to cooperation and improve efficiencies."

Attachment: Technical Services attachment original - Reduced (12037 : Technical Services & Mircosoft

MICROSOFT 365: THE PLAN

Microsoft 365	Status
1. Prepare Microsoft 365 Environment	Completed
2. Migration Phase 1: General County Users	Completed
3. Migration Phase 2: HHSA from G Suite	Completed
4. Migration Phase 3: Law Enforcement Users	**Active**
5. SharePoint and Teams Deployment	**Active**

Attachment: Technical Services attachment original - Reduced (12037 : Technical Services & Mircosoft

MICROSOFT 365: CHALLENGES & SOLUTIONS

Challenges	Risks	Solutions
Communication	Communication NOT reaching everyone	SharePoint Hubs and Teams Sites
Tradition	Holding to legacy processes and solutions	Amendable to new processes and soluti
Training	Trial & error rather than best practices	County resources and online training
Patience	Too aggressive with new features too early	Focus on core suite: Outlook, Word, Exc OneDrive
Sacred Cows	Structuring around key people vs functions	Focus on the goals

Attachment: Technical Services attachment original - Reduced (12037 : Technical Services & Mircosoft

QUESTIONS

We value your input.Please let us know if you have any questions or comments.

- Dallin Kimble,dkimble@mariposacounty.org
- Joe Lynch,jlynch@mariposacounty.org
- Anthony Rios,arios@mariposacounty.org

Attachment: Technical Services attachment original - Reduced (12037 : Technical Services & Mircosoft

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

MEETING: August 24, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Committee Policy Development Discussion

RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction Regarding Development of a New Policy Specifying Guidelines

and Standing Rules for All County Committees, Commissions, and Boards.

While administrative support for all Board-appointed committees, commissions, and boards (hereafter referred to simply as committees) is designated to relevant departments, the Clerk of the Board (COB) provides high level regulatory oversight on behalf of the Board. In this capacity, the COB guides the recruitment and appointment process, as well as acts as a resource for questions regarding the Brown Act, underlying authorities, etc. In addition, the COB is often consulted when unusual issues arise like how to deal with disruptive committee members, or how to gauge whether to dissolve or maintain a committee. Unfortunately, there are no over-arching policies that provide committee guidance or rules, other than the individual Board items that establish or amend committees. This not only forces staff to attempt to address issues without benefit of a Board policy (which leads to inconsistent actions), but also leaves committee members with little concrete guidance on their roles.

Consequently, staff is seeking the Board's direction regarding the creation of a new policy which would specify guidelines for all things relevant to county committees. Similar policies from the counties of San Diego and Marin are attached to help guide this conversation.

Potential topics that have been identified for inclusion in a new policy are:

1) Committee Sunset Dates -
   Each committee would be assigned a sunset date 4, 5, or more years out, and would automatically dissolve on the sunset date unless a Board action is taken to extend it. Sunset dates would at first be assigned staggered sunset dates so that they would not all require consideration at the same time. This would allow for regular consideration of the purposes and benefits of each committee, which

Agenda Item - No Resolution Requested

ensures that County needs are being met.

If the Board wishes sunset dates to be implemented, then direction is needed as to the number of years to be assigned between reviews, as well as any desired mechanism at the end of that period, e.g., straight to the Board for consideration, or committee review prior to Board consideration. If the latter, then direction is also needed as to the composition of the committee.

2) Mechanism to Advise the Board -
County committees exist as hearing panels, to advise on specific projects, or to advise the Board of Supervisors (BOS) or Planning Commission. For the latter committee type, no formal method is defined regarding how the advisory committees advise either body which, unfortunately, has led to the BOS rarely being advised by any committee. Potential mechanisms could be annual written reports and/or formal committee actions that are encapsulated in committee minutes.

   Similar to sunset dates, direction regarding the preferred reporting mechanism will be needed if the Board wishes the policy to include this provision.

3) Policies and Enforcement -
Board-appointed committees are subject to County policies like the Discrimination and Harassment Policy but no acknowledgement, training, or mechanism of enforcement exists relative to the committees.

   Committees are already subject to County policies but no established procedure exists to address non-adherence. Consequently, staff is proposing to work with HR and the General Government liaisons to develop such a procedure, however Board direction is requested as to how much latitude should be shown prior to member removal, i.e., one documented instance, two instances, etc.

4) Nepotism -
To ensure diverse perspectives, many committees have different types of membership categories. Yet, because there is no nepotism policy, it is possible to have two or more people from the same family or household on the same committee occupying different categories. This, of course, thwarts the purpose and undermines the diversity being sought.

5) Bylaw Format -
Not every committee has bylaws, and bylaws are inconsistent among those that do have them. A new policy would address bylaw substance and form.

Given that this project represents a deviation from the COB's approved work plan, staff is now seeking the Board's permission to pursue the matter, as well as direction as to areas of concern to include or exclude from the above list.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has never considered this issue before.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action is requested at this time. If the Board chooses not to hear the issue, staff will not receive either project approval or input.

ATTACHMENTS:
San Diego County Policy - Citizen Participation in County Boards, Commissions and Committees (PDF)
Marin County Policy - Guidelines for the Establishment and Dissolution of Committees, Application and Appointment, and Standing Rules (PDF)

RESULT: DIRECTION GIVEN

COUNTY OF SAN DIEGO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject	Policy Number	Page
Citizen Participation in County Boards, Commissions and Committees	A-74	1 of 17

Background

County government includes those standing and special citizen boards, commissions, committees and task forces formed to advise the Board of Supervisors and County staff on issues of policy and to serve as links to the community. County committees are created as a result of State and Federal legislation, agreements with public or private agencies, and local needs.

This Board Policy is outlined as follows:

A. DEFINITIONS

B. FORMATION OF NEW CITIZEN COMMITTEES

C. COMMITTEE AND COMMITTEE MEMBER RESPONSIBILITIES

D. APPOINTMENTS TO COMMITTEES/VACANCIES PROCESS

E. COMMITTEE POLICIES AND PROCEDURES

F. DEFENSE OF ADVISORY COMMITTEE

G. SUNSET REVIEW OF CITIZEN COMMITTEES

A. DEFINITIONS:

For the purpose of this policy, CITIZEN COMMITTEE will be defined as:

Any board, commission, committee, council, panel, team, task force, or other similar group which is established by the Board of Supervisors to obtain advice, make recommendations on issues of policy, to make decisions, or hear and decide appeals. Committees composed wholly of County employees or members of the Board of Supervisors are not included in this definition. The Community Planning and Sponsor Groups are also not included in this definition, and are not subject to Board Policy A-74, as the policy and procedures for the establishment and operation of said groups are found in Board Policy I-1.

Attachment: San Diego County Policy - Citizen Participation in County Boards, Commissions and Committees (12079 : Committee Policy

TASK FORCE will additionally be defined as:

A citizen committee established by the Board of Supervisors to provide a final written report to the Board of Supervisors making recommendations, providing information or advice on a specific issue. The committee is of short-term duration, and the final report shall contain a recommendation for dissolution of the Task Force once their designated task is completed.

B. FORMATION OF NEW CITIZEN COMMITTEES:

1. The Board of Supervisors shall have the authority to establish new standing and special committees. Citizen committees may create sub-committees to perform specific tasks.

2. When a new committee is proposed, the Chief Administrative Officer shall first review to determine if any currently constituted committee would be appropriate and capable of fulfilling the duties proposed for the new committee.

3. Citizen advisory committees shall be established by ordinance or resolution to insure the clear delineation of the committee parameters for future reference should it become necessary to provide defense or indemnification to the committee members. When a citizen committee is created, the establishing directive shall define the purpose, responsibility of the committee, the proposed composition of committee membership, identify the nominating and appointing authorities, designate the length of terms and organizational placement, and note if committee members will receive travel expenses or compensation. A sunset review date should be noted for committees; a sunset and final report date should be noted for task forces.

4. Board letters to establish new committees shall be docketed with the Clerk of the Board in accordance with Board Policy A-72.

5. Upon formal action of the Board of Supervisors to create a new committee, the Clerk of the Board shall post a public notice of new committee positions showing vacancies.

C. COMMITTEE AND COMMITTEE MEMBER RESPONSIBILITIES:

1. Upon appointment by the Board of Supervisors, the Clerk of the Board will send to the new appointee a certificate of appointment, a copy of this Board policy, a

Attachment: San Diego County Policy - Citizen Participation in County Boards, Commissions and Committees (12079 : Committee Policy

copy of County Counsel's memorandum describing laws generally applicable to citizen committee members, oath cards and any forms which the new appointee must file. It is the responsibility of the appointee to complete and file with the Clerk of the Board the oath cards and all other required forms prior to assuming office. It is the responsibility of the committee chairperson and supporting department staff to ensure that newly appointed members have filed all required forms with the Clerk of the Board and have received the orientation noted in Section E.5 of this policy, prior to assuming office.

2. Members of County citizen committees shall disclose to the Clerk of the Board of Supervisors in writing any outside employment or activity engaged in for compensation which relates to their County duties or to the functions and responsibilities of the County department or agency which they serve or which may be subject to approval by any County officer or employee. This does not apply to committees that are purely advisory in nature.

3. No member of an advisory committee shall make, participate in making, or in any way attempt to use his/her position as a member of a committee to influence a decision in which he/she knows or has reason to know that he/she has a financial interest, except in those cases where the member is appointed to represent an entity or group having a financial interest in a matter coming within the citizen committee's area of responsibility.

4. No person shall be appointed to or serve on a committee which participates in the making of County contracts in which such person is financially interested within the terms of Government Code section 1090 et seq. This prohibition is not applicable to persons with "remote interests" as defined in subdivision (b) of Government Code section 1091, provided that the person discloses the interest in accordance with subdivision (a) of Government Code section 1091 and the person does not influence or attempt to influence other committee members to act favorably in respect to the contract in which the person has a remote interest.

5. County citizen committees are charged with advising the Board of Supervisors on the policies the Board establishes to guide the various functions of the County, and on the established procedures by which such functions are performed. Unless specifically designated in their establishing authority, the advisory committees are not charged with advising the Chief Administrative Officer regarding the CAO's function and responsibility to carry out the Board's policy decisions. Recognizing that this delineation of administrative authority has been established in County Charter, Section 501.9 - Non-interference, Board Policy A-98, and Board Policy

Attachment: San Diego County Policy - Citizen Participation in County Boards, Commissions and Committees (12079 : Committee Policy

A-72, requests from advisory committees which will involve response from County management staff should be in writing and signed by the Chairperson of the advisory committee. Staff responses requiring less than four (4) hours to research, prepare and submit an answer to specific requests readily obtainable should be responded to in an expeditious manner by the office or department to which addressed or assigned. More involved requests shall be discussed by the Chief Administrative Officer with the Chairperson of the Board of Supervisors and if necessary the requestor, and docketed with the Board for its direction. If the Board directs the Chief Administrative Officer to respond to the request, the Chief Administrative Officer will assign the matter to the appropriate staff within the County organization and monitor its progress to assure complete, coordinated and timely response.

6. County Citizen Committees shall be subject to the provisions of Government Code section 1098 - Confidential information; use or disclosure for pecuniary gain.

7. Citizen Committee Statement - All departmental communications to the Board of Supervisors on new programs, program changes, contractual actions and requests for proposals (RFP's) where review of such contracts or RFP's is required under the establishing authority of the citizen committee, or significant information about existing programs shall include a citizen committee statement of its comments and recommendations. Proposals initiated by the Chief Administrative Office shall not be required to have a citizen committee statement, but may seek input from the various advisory groups as deemed necessary.

8. Budget Review - Citizen committees having budget review responsibilities as a specific requirement of their establishing authority shall review the annual departmental budget and provide timely written comments to the Board of Supervisors prior to the public budget hearings.

9. Minutes - All citizen committee meeting minutes shall be filed with the Clerk of the Board of Supervisors for the Communications Received for the Board of Supervisors Official Records. Copies of the minutes shall be sent to each member of the Board of Supervisors by the committee staff.

10. Changes to Membership - The office of the Clerk of the Board of Supervisors shall be advised in writing of any changes to the membership, such as resignations, etc.

Attachment: San Diego County Policy - Citizen Participation in County Boards, Commissions and Committees (12079 : Committee Policy

11. Travel Expenses - Members of designated citizen committees shall be paid reasonable travel expenses for actual travel to and from their usual place of business to any citizen committee meeting place of which they are a member and which is within the County. Members will be reimbursed at the mileage rate established in Section 472.2 of the Administrative Code.

12. Legislation - County citizen committees are created to advise the Board of Supervisors - not the Legislature or Congress, with the exception of those citizen committees which have been specifically mandated to advise other legislators under the government codes or laws establishing them. When a County citizen committee wishes to make a recommendation on pending legislation to a legislative body other than the San Diego County Board of Supervisors, the committee shall submit recommendations or positions on legislation to the Department Head. The Department Head shall submit the committee recommendations to the Office of Strategy and Intergovernmental Affairs, noting the departmental position, relative to the Committee recommendations. The Office of Strategy and Intergovernmental Affairs shall inform the Board of Supervisors of the committee's recommendation or the CAO may place the committee and its recommendation on a future Board of Supervisors agenda.

    If the Board does not agree with the committee and will not forward the recommendations to the appropriate legislative body, the committee members may, as individual citizens, contact the legislative body recommending certain actions. Transmittal of recommendations on County letterhead without prior Board approval violates the intent of Board Policy M-2 (Legislative Advocacy). The exception being those citizen committees which have been specifically mandated to advise other legislators under the government codes or laws establishing them. These citizen committees may forward their recommendations per the requirements of their mandate.

13. Evaluation and Sunset Review - A sunset evaluation will occur on a scheduled basis to determine effectiveness of committees and the need for their continued existence. The Committee will be asked to provide data on costs, benefits, committee composition and other committee information.

D. APPOINTMENTS TO COMMITTEES/VACANCIES PROCESS:

1. General Provisions:

Attachment: San Diego County Policy - Citizen Participation in County Boards, Commissions and Committees (12079 : Committee Policy

a. The nominating and appointing authorities in selecting appointees to citizen committees shall seek members that have an interest, necessary expertise, time available for service, and who are representative of the County population.

b. Membership on a County citizen committee shall be limited to two consecutive terms. For the purpose of this limitation, a term shall include any appointments to fill a vacancy for one-half or more of a term. Members of a citizen committee whose terms have expired shall continue to serve until such time as they are either replaced or reappointed.

c. The Clerk of the Board shall file a monthly status report of all vacancies on County citizen committees appointed by the Board of Supervisors with each member of the Board and shall post a copy on the Clerk of the Board's internet website.

d. Upon the establishment of a new committee by the Board of Supervisors or receipt of a written notice of an unscheduled vacancy on a citizen committee, whether due to resignation, death, termination or other causes, the Clerk of the Board of Supervisors shall officially post said vacancies for public review.

e. All unscheduled vacancies on citizen committees appointed by the Board of Supervisors shall be posted on the Clerk of the Board's internet website and other designated locations, as required by Government Code Section 54974, within 20 days after the vacancy occurs and no appointment shall be made to the position for 10 working days after posting, except on an acting basis in any emergency. New committees become unscheduled vacancies. On or before December 31st of each year, the Clerk of the Board of Supervisors shall prepare and publish an annual list of all citizen committees appointed by the Board of Supervisors, in accordance with Government Code 59472. The list contains all appointive terms which are currently vacant and those that will expire as of December 31st of the following year.

f. Members of the public interested in serving on a County Board, Commission or Committee shall complete an application and forward to the Clerk of the Board for filing. Applications shall be maintained for a period of one year. After one year, it is necessary to file a new application for another year of eligibility.

Attachment: San Diego County Policy - Citizen Participation in County Boards, Commissions and Committees (12079 : Committee Policy

g. The Clerk of the Board of Supervisors shall place nominations for committee appointments on the regular agenda, listing all supervisorial nominations by Supervisorial District on the Administrative Agenda.

2. Nominations by Supervisors/Chairperson:

   a. The Supervisor's office shall provide a letter of nomination to the Clerk of the Board.

   b. For appointments made by the Chairperson, the Chairperson's office shall provide a letter of nomination to the Clerk of the Board.

   c. The Clerk shall review to ensure that the nomination meets appointing requirements and all appropriate postings have been conformed to, and shall place on the next agenda on the appointments Board letter.

3. Nominations by the Full Board:

   a. The Chairperson shall request nominations from the other Supervisors, indicating a closing date for receipt of their nominations.

   b. The Chairperson shall consider all nominations and provide a letter of nomination to the Clerk of the Board.

   c. The Clerk shall review to ensure that the nomination meets appointing requirements and all appropriate postings have been conformed to, and shall place on the next agenda on the appointments Board letter.

4. Nominations by Other Agencies or Advisory Boards:

   a. The agency or advisory board shall provide a letter of nomination to the Clerk of the Board.

   b. The Clerk shall review to ensure that the nomination meets appointment requirements and all appropriate postings have been conformed to, and shall place on the next agenda on the appointments Board letter.

E. ADVISORY COMMITTEE POLICIES AND PROCEDURES:

1. Governing Rules

Attachment: San Diego County Policy - Citizen Participation in County Boards, Commissions and Committees (12079 : Committee Policy

Conduct and operation of citizen advisory committees is governed by this policy, and the establishing authority for the committee as well as Standing Rules of Order or By-laws adopted by the committee and approved by the Board of Supervisors. Standing Rules or By-laws supplement this and other policies and authorities but do not supersede it in any manner.

Citizen advisory committees are advisors to County departments, the Chief Administrative Officer, and the Board of Supervisors only. Such committees are not empowered by establishing authority, ordinance, or policy to render decisions of any kind on behalf of the County of San Diego or its appointed or elected officials.

No advisory committee or any member thereof shall request any group or person to make contribution of money, goods, services or any other things of value to the committee, community, or any person or organization within the community as a condition of receiving the favorable vote of the committee member.

2. Citizen Advisory Committee Meetings

All meetings of citizen advisory committees shall be open to the public to the extent required by the Ralph M. Brown Act. Meetings shall be held in an accessible public place in accordance with the Ralph M. Brown Act. Agenda notices of all committee meetings shall be posted in a publicly accessible area for a period of 72 hours prior to the meeting (Special meetings require 24 hours notice). In addition, notices will be sent to the County to anyone requesting them. A fee may be charged for sending such notices.

Subcommittees may be formed to work on advisory committee business. All interested citizens are invited and urged to participate in subcommittee functions and upon appointment by the advisory committee chairperson may become voting members of the subcommittee. However, at the advisory committee meetings, only advisory committee members are eligible to vote. Secret meetings or secret ballots of the advisory committee or its subcommittees are expressly prohibited.

3. Political Activity:

The advisory committee will not endorse, support or oppose any political activity or candidate for elective offices or any ballot measure.

Attachment: San Diego County Policy - Citizen Participation in County Boards, Commissions and Committees (12079 : Committee Policy

4. Goals for Citizen Advisory Committees:

   Each advisory committee will prepare goals and timetables for the completion of those goals for acceptance by the Board of Supervisors. These goals shall be reflective of the advisory committee duties and responsibilities and their interaction with County departments and the Chief Administrative Officer.

5. Orientation:

   Each advisory committee will prepare an orientation for new members which includes:

   a. A copy of this Board Policy.

   b. Copies of laws, regulations, administrative codes, and/or other applicable Board policies pertaining to the operation of County advisory committees in general, and the advisory committee specifically, including establishing authority, by-laws, and plans and goals of the committee.

   c. A copy of County Counsel's memorandum regarding duties and responsibilities, the requirements of the Ralph M. Brown Act, open meetings, conflict of interest, political practices and defense and indemnification criteria and procedures as they pertain to advisory committees;

   d. Copies of the last three (3) committee minutes and recent reports prepared for committee review;

   e. Information regarding the subcommittee activities for the committee, such as descriptions of subcommittees, list of subcommittee members, or other pertinent materials; and

   f. A list of all current committee members, and their appointing authority, and County staff which regularly interacts or presents to the advisory committee.

   This orientation shall be provided by the Chairperson or designee to new committee members prior to being seated as a member.

Attachment: San Diego County Policy - Citizen Participation in County Boards, Commissions and Committees (12079 : Committee Policy

6. By-laws of Citizen Advisory Committees:

   Each advisory committee will prepare By-laws, which must be reviewed by County Counsel and approved by the Board of Supervisors.

   By-laws of advisory committees shall contain the following sections and information (exceptions may be made to cover unique situations).

   Article 1 - Purpose and Authority

   Section A - Indicate the establishing authority for the committee such as State Code, Ordinance, (County Administrative Code Article, Section), Board Resolution dated, Board Order dated, or Joint Powers Agreement dated.

   Section B - The purpose of the group as set forth in the establishing authority or reference the section of the Administrative Code.

   Section C - The advisory committee is a non-partisan, non-sectarian, non-profit making organization. It does not take part officially in, nor does it lend its influence to any political issues.

   Section D - Advisory committees are advisory to <list department(s)>, the Chief Administrative Officer and the Board of Supervisors only. The advisory committee is not empowered by ordinance, establishing authority or policy to render a decision of any kind on behalf of the County of San Diego or its appointed or elected officials.

   Article 2 - Membership and Term of Office

   Section A - Membership as set forth in the establishing authority or by referencing the Administrative Code Section.

   Section B - The advisory committee is limited to <number> members in accordance with the establishing authority.

   Section C - Term of office as set forth in the establishing authority.

   Section D - Method for filling vacancies as set forth in the establishing authority.

Attachment: San Diego County Policy - Citizen Participation in County Boards, Commissions and Committees (12079 : Committee Policy

COUNTY OF SAN DIEGO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject	Policy Number	Page
Citizen Participation in County Boards, Commissions and Committees	A-74	11 of 1

Article 3 - Duties

Outline the duties of the advisory committee as set forth in the establishing authority, or by referencing the Administrative Code Section.

Article 4 - Officers

Section A - The election of officers is a responsibility of the advisory committee membership and is governed in accordance with the establishing authority. If not addressed in the establishing authority, the following Sections B through F are in force.

Section B - The advisory committee annually elects from its members the following officers: Chairperson and Vice-Chairperson (Co-officers may be elected, if deemed necessary). A Secretary may be elected if none is otherwise available to the advisory committee.

Section C - If an office is vacated, the Chairperson will temporarily appoint a member of the advisory committee to fill the vacancy until a new officer is elected. Such election shall be held within 30 days of the vacancy.

Section D - The Chairperson provides general supervisory guidance to the advisory committee and presides over its meetings. The Chairperson assigns coordinating duties to the Vice Chairperson as necessary. The Chairperson is the sole official spokesperson for the advisory committee unless this responsibility is delegated in writing.

Section E - In the absence of the Chairperson, the Vice Chairperson assumes the duties and responsibilities of that office.

Section F - The Secretary, or assigned staff, records the minutes of all advisory committee meetings and handles committee correspondence. The Secretary keeps the roll, certifies the presence of a quorum, maintains a list of all active representatives, and keeps records of actions as they occur at each meeting. It is the responsibility of the County staff assigned to the advisory committee to assure that posting of meeting notices in a publicly accessible place for 72 hours prior to the committee meeting occurs, to keep a record of such posting, and to reproduce and distribute the advisory committee notices and minutes of all meetings.

Attachment: San Diego County Policy - Citizen Participation in County Boards, Commissions and Committees (12079 : Committee Policy

Article 5 - Subcommittees

Section A - If formation of subcommittees is not addressed in the advisory committee establishing authority, then the following Sections II through V are in force.

Section B - The advisory committee may select from its membership, subcommittee chairpersons and/or members to direct studies, conduct research or make recommendations on committee activities.

Section C - The purpose and scope of each subcommittee shall be outlined in writing.

Section D - Each subcommittee chairperson shall be responsible for the keeping of records of all actions and reports of the subcommittee, and shall submit these actions and reports to the advisory committee on a regular basis. A subcommittee chairperson shall not act as spokesperson for the advisory committee unless authorized to do so in writing as set forth in Article 4, Section D, of these By-laws.

Section E - A coordinating committee comprised of the chairpersons of the subcommittees may be formed to assemble information from each subcommittee for presentation to the advisory committee. The Chairperson or Vice-Chairperson shall act as the chairperson of the coordinating committee.

Article 6 - Organization Procedures

Section A - Robert's Rules of Order govern the operation of the advisory committee in all cases not covered by these by-laws. The advisory committee may formulate specific procedural rules of order to govern the conduct of its meetings.

Section B - Any group voting is on the basis of one vote per person and no proxy, telephone or absentee voting is permitted.

Section C - All meetings of the advisory committee and its subcommittee are open to the public to the extent required by the Ralph M. Brown Act. Meetings are to be held in accessible, public places. Notice of all advisory committee meetings shall be posted in a publicly accessible place for a period of 72 hours prior to the meeting (Special meetings require 24 hour notice). In addition, such

Attachment: San Diego County Policy - Citizen Participation in County Boards, Commissions and Committees (12079 : Committee Policy

notice will be mailed on request.

Section D - If a quorum is not defined by the establishing authority, a majority of the members currently appointed shall constitute a quorum. No vote of advisory committee shall be considered as reflecting an official position of the advisory committee unless passed by a majority of its quorum present at the specific meeting where the vote was taken.

F. DEFENSE OF ADVISORY COMMITTEE:

1. Committee members qualifying as employees or servants of San Diego County:

   The members of citizen advisory committees qualify as employees or servants of the County of San Diego, if they meet the following criteria.

   A. The advisory committee was established by an ordinance, resolution or other order of the Board of Supervisors.

   B. The membership of the advisory committee is identifiable.

   C. The member was appointed as a representative of the County by the Board of Supervisors; or the member was appointed pursuant to an ordinance, resolution or order of the Board of Supervisors which provides for his/her appointment by some other County official or other person or entity

   D. The powers, duties, purposes or functions are established by the Board of Supervisors or under the authority of the Board of Supervisors.

   E. The powers, duties, purposes or functions require the member to perform specified services for the County, such as representing the County or investigating, examining, reporting and recommending on issues to the County, and these powers and duties place them under the control of the Board of Supervisors, or someone delegated by the Board of Supervisors, or if the services are not specified, the Board of Supervisors or a County official designated by the Board of Supervisors can direct them to provide a specific purpose for the County.

   F. Sub-committees of the citizen advisory committees will not be covered for defense and indemnification as a general rule. Those advisory committees requesting such coverage for specific sub-committees will request this by

Attachment: San Diego County Policy - Citizen Participation in County Boards, Commissions and Committees (12079 : Committee Policy

Board letter, accompanied by by-laws revisions which designate the sub-committees in question as standing sub-committees, stipulate the membership, and the scope of the responsibilities of such sub-committees. On Board action, these sub-committees shall then be covered under this Board Policy for defense and indemnification.

A member of an advisory committee shall be entitled to defense and indemnification in civil actions brought against that member for injury resulting from acts or omissions within the scope of employment, to the same extent as authorized for County employees.

2. Indemnification Policy:

It is the policy of the Board of Supervisors:

A. To defend and indemnify, in the manner authorized for defense and indemnification of County employees under Division 3.6 (commencing at Section 810) of Title I of the Government Code, any member of a County citizen advisory committee meeting the criteria set forth above, against any claim or injury resulting from acts or omissions within the scope of employment, if in addition the following circumstances exist:

1. The alleged act or omission occurred during a lawful meeting of the recognized citizen advisory committee or at a lawful meeting of a sub-committee appointed by the citizen advisory committee at a lawful meeting and required to report action back to the citizen advisory committee at a lawful meeting.

2. The alleged act or omission was within the reasonable scope of duties of the citizen advisory committee as described within the establishing authority for that citizen advisory committee including this Board Policy and was not in violation of any of the provisions of the establishing authority, this policy, or the regularly adopted by-laws of the citizen advisory committee.

3. The member has reviewed the orientation materials noted in Section E.5 of this policy prior to the alleged act or omission.

Attachment: San Diego County Policy - Citizen Participation in County Boards, Commissions and Committees (12079 : Committee Policy

4. The member has made a request in writing to County Counsel for defense and indemnification within five (5) working days of having been served with legal papers.

5. The member has performed his/her duties in good faith with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

It should be recognized that, under Division 3.6 (commencing at Section 810) of Title 1 of the Government Code, and as authorized therein, among other things, the County of San Diego may decline to represent a member of a citizen advisory committee who would otherwise be entitled to defense and indemnification under this policy if:

6. The member does not reasonably cooperate in good faith with County Counsel in the defense of the claim for action.

7. The members acted or failed to act because of fraud, corruption, actual malice or bad faith.

8. The member is part of an advisory committee which does not meet the criteria for qualification as a "public employee."

B. In the event County Counsel determines that a member of a citizen advisory committee is not entitled to or should not receive a defense and indemnification under this policy, the County Counsel will promptly advise the citizen advisory group member and either the Supervisor who nominated the member for appointment or the Chairperson of the Board and the Supervisors in whose district the member resides, if the member was nominated/appointed by other than a member of the Board of Supervisors. It will be the responsibility of the Supervisor to bring the matter before the Board for further consideration.

C. Nothing in this policy authorizes the County of San Diego:

1. To pay any part of a claim or judgement as is for punitive or exemplary damages.

2. To take any action not authorized by law.

Attachment: San Diego County Policy - Citizen Participation in County Boards, Commissions and Committees (12079 : Committee Policy

D. This policy applies only to County citizen advisory committees authorized and/or recognized by the Board of Supervisors, and under this Board Policy, and to County of San Diego representatives on citizen advisory committees for other jurisdictions.

G. SUNSET REVIEW OF CITIZEN COMMITTEES:

1. Sunset Reviews:

   Sunset review dates shall be applied to all citizen advisory committees which are formed by the Board of Supervisors by Federal or State mandate, County Ordinance, Joint Powers Agreement, Regulatory Code, Board Order or Action, or Board Resolution.

2. Exceptions:

   Those advisory committees, such as Task Forces, where a discontinuance date is included in the establishing authority, and this date is within four (4) calendar years of the establishment of such a committee, shall not be subject to sunset review under this policy.

3. Schedule of Sunset Reviews:

   Each fiscal year, the Clerk of the Board shall schedule one fourth of the active advisory committees for review.

4. Sunset Review Process:

   a. The Clerk of the Board shall notify committees scheduled for review by July 1.

   b. The citizen advisory committee shall, by December 1 of that same year, review establishing ordinance, policy, or resolution as scheduled; develop recommendations for continuance, deletion or revisions and provide a written report to the Clerk of the Board of Supervisors. This shall include an evaluation of the committee's level of involvement in County programs

Attachment: San Diego County Policy - Citizen Participation in County Boards, Commissions and Committees (12079 : Committee Policy

relative to the duties and responsibilities defined in their establishing authority, actions accomplished or completed on issues assigned to the committee by the Board of Supervisors, and/or status of goals set by the committee; the justification for continuance (if recommended), with appropriate goals and timetables for the term on continuance; a budget analysis of the County cost and the benefit to the County of the committee; citation of the appropriate government codes mandating the committee and its activities (where applicable), and develop an ordinance establishing the committee within the County Administrative Code in those cases where the committee is not currently a part of the Administrative Code.

c. The Clerk of the Board will package all committee responses and provide copies to each member of the Board, the Chief Administrative Officer and Communications Received for Board of Supervisors Official Records.

d. The Chief Administrative Officer will review committee responses, receive input from appropriate departments and agencies and docket CAO recommended changes for the Board of Supervisors consideration before or during the next scheduled budget deliberations.

Sunset Date: This policy will be reviewed for continuance by 12-31-2027.

Previous Board Action: This policy is a consolidation of previous Board Policies A-74, A-74a, A-74b, A-74c, A-74d, A-74e, and A-74f.

BOARD ACTION:
12/8/98 (24)
05/11/04 (04)
12/09/08 (33)
10/28/14 (21)
12/08/20 (25)

CAO Reference:
1. Clerk of the Board of Supervisors

Attachment: San Diego County Policy - Citizen Participation in County Boards, Commissions and Committees (12079 : Committee Policy

Resolution

RESOLUTION NO. 2016-03
RESOLUTION OF THE MARIN COUNTY BOARD OF SUPERVISORS
REVISING RESOLUTION NO 2006-112
OF THE MARIN COUNTY BOARD OF SUPERVISORS
SPECIFYING GUIDELINES FOR THE ESTABLISHMENT AND DISSOLUTION OF
COUNTY ADVISORY BOARDS, COMMISSIONS AND COMMITTEES,
AND STANDING RULES AND APPLICATION AND APPOINTMENT PROCEDURES
FOR THESE BODIES

WHEREAS, the County of Marin depends on many boards, commissions and advisory committees to conduct the public business and to comply with applicable statutory mandates; and

WHEREAS, as a matter of public interest, this Board of Supervisors deems it advisable to establish guidelines for the establishment and dissolution of boards, commissions, and advisory committees (hereinafter referred to as "commission" or "commissions") and clarify standing rules and appointment procedures for commissions and the members of these bodies.

WHEREAS, these guidelines are applicable to all discretionary commissions established by a resolution, ordinance, or an action of the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED:

I. Establishment and Dissolution of Discretionary Commissions

1. Commissions that are not mandated by State or federal law or regulation are designated as discretionary commissions.
2. In order to conserve County resources, the Board of Supervisors may consider using ad hoc committees, advisory councils and town hall meetings prior to establishing a new discretionary commission.
3. If the Board of Supervisors deems it desirable to establish a new discretionary commission, it shall be established by a resolution of the Board. This resolution shall include a statement of purpose and a "sunset date," or date of dissolution, for the commission. The sunset date shall be set with consideration to the projected time frame upon which the commission is expected to accomplish the special purpose for which it is being created. Although some commissions may be expected to exist for many years, the sunset date shall not be set beyond four (4) years from the date that the commission is authorized by the Board.
4. The commission shall sunset on its sunset date unless the Board of Supervisors takes action to continue the commission.

Attachment: Marin County Policy - Guidelines for the Establishment and Dissolution of Committees, Application and Appointment, and

5. The 23 discretionary advisory commissions listed below were previously established by a resolution, ordinance, or an action of the Board of Supervisors as of January 26, 2016, and can be changed by a subsequent action of the Board of Supervisors:
    a. Alcohol and Drug Advisory Board
    b. Architectural Commission
    c. Aviation Commission
    d. Bolinas Lagoon Advisory Council
    e. Cultural Services Commission
    f. Fish and Wildlife Commission
    g. FLW Civic Center Conservancy
    h. Health Council of Marin
    i. Human Rights Commission
    j. Integrated Pest Management (IPM) Commission
    k. Kentfield Planning Advisory Board
    l. Library Commission
    m. Parks and Open Space Commission
    n. Strawberry Design Review Board
    o. Tamalpais Design Review Board
    p. Wildlife & Fisheries Advisory Committee
    q. Women's Commission
    r. CSA #6 (Gallinas Creek) Advisory Board
    s. CSA #16 (Greenbrae) Advisory Board
    t. CSA #18 (Las Gallinas) Advisory Board
    u. CSA #20 (Indian Valley) Advisory Board
    v. CSA #29 (Paradise Cay) Advisory Board
    w. CSA #33 (Stinson Beach) Advisory Board

    For consistency with the policies regarding sunset dates for new commissions, the original sunset date for these existing commissions was August 15, 2010, and every four years thereafter, unless the Board of Supervisors takes action to either continue or discontinue a commission prior to this date.

6. Any commission so created shall cease to exist upon the accomplishment of the special purpose for which it was created, or when abolished by a majority vote of the Board of Supervisors. This dissolution may occur prior to a discretionary commission's established sunset date.

7. Discretionary commissions shall submit a biennial (every two years) report to the Board of Supervisors by March 1st of the first year of each two-year budget cycle, that includes a summary of their activities and accomplishments during the current fiscal year as well as commission goals and initiatives for the next fiscal year. Commissions that do not submit a report may be reviewed by the Board of Supervisors and appropriate actions, including dissolution of the commission, may be considered.

Attachment: Marin County Policy - Guidelines for the Establishment and Dissolution of Committees, Application and Appointment, and

II. Standing Rules

8. Commissions which are responsible for conducting public business for the County of Marin are subject to all provisions of the Ralph M. Brown Act, California Government Code Section 54950 et seq. (as amended), which mandates open meetings for local legislative bodies.

9. Commissions which are responsible for conducting public business for the County of Marin are subject to all applicable county policies regarding non-discrimination.

10. Certain commission members who receive any type of compensation, salary, or stipend or reimbursement for actual and necessary expenses incurred in the performance of official duties, as listed in the County of Marin's Administrative Regulation No. 1, are required to complete Ethics Training as required by California Government Code Title 5, Chapter 2, Article 2.4, Sections 53234-53235.2.

11. Certain commission members who are responsible for conducting public business for the County of Marin are required to comply with the disclosure requirements of the Political Reform Act of 1974, pursuant to Resolution No. 99-100 adopted by the Board of Supervisors on July 20, 1999, and its successors, and must complete and file all necessary documents in connection therewith and are subject to all applicable California laws regarding conflict of interest.

12. All appointed commission members, whether new or re-appointed, shall take a loyalty Oath of Office prior to voting on any matter presented to the commission to which they have been appointed to serve.

13. Members of commissions which are responsible for conducting public business for the County of Marin shall avoid impropriety and the appearance of impropriety, and shall not use their appointed position to further their own financial/pecuniary gain or for any other purpose not directly related to the governmental function they have been appointed to perform.

14. Unless authorized as the designated spokesperson by the Commission, an individual commissioner may not represent the commission before any other commission, outside agency, to the press, or the general public. Commissioners are defined as "county officers" and hence are governed by Government Code Section 3201-3210 relating to political activities.

15. Members of commissions shall be responsible for having a working knowledge of the establishing ordinance, resolution, by-laws, federal or state mandates or any other governing regulations that define and set forth the intent and purpose of their assigned commission, and shall only represent and take action on matters related thereto.

16. The County Administrator's Office shall prepare a summary report of existing commissions as needed and make recommendations to the Board of Supervisors regarding the elimination of commissions whose functions or purpose have been fulfilled, or where the mandate or purpose for the creation of the commission has expired. This report may also include recommendations regarding modifications such as revisions to charters or memberships, or possible mergers of commissions.

Attachment: Marin County Policy - Guidelines for the Establishment and Dissolution of Committees, Application and Appointment, and

17. No committee shall have powers other than advisory to the Board of Supervisors except as otherwise specified by the County Code. Each commission, so created, shall have adopted by-laws approved by County Counsel and the Board of Supervisors not later than January 31, 2007. Newly formed Commissions shall have adopted by-laws, approved by County Counsel and the Board of Supervisors, within 90 days of formation.

18. Members of commissions who are responsible for conducting public business for the County of Marin shall not knowingly or otherwise misrepresent the scope of their influence or authority in matters assigned to their commission or represent recommendations of their respective advisory body as official County policy until such time as formal action, such as adoption of a resolution, has been taken by the Board of Supervisors.

19. The Board of Supervisors shall retain discretion to rescind any commission appointment(s), as deemed necessary.

III. Application and Appointment Procedures

20. California Government Code Section 54970 et seq. (as amended), which requires annual compilation of a Local Appointments List, is incorporated herein by reference.

21. In the event of an unscheduled vacancy on any commission for which the Board of Supervisors has the appointing authority, whether due to resignation, termination, death or other causes, a special vacancy notice shall be posted in the Clerk of the Board office and the designated library pursuant to California Government Code Section 54973 et seq. (as amended). In the case of At Large vacancies, a press release will be sent to the local newspapers. Final appointment to the commission may not be made by the legislative body for at least 10 working days after the posting of the notice in the Clerk's office.

22. If the Board of Supervisors finds that an emergency exists, it may fill an unscheduled vacancy immediately. However, in the event of an emergency appointment, the person appointed to fill the vacancy shall serve only on a formal "acting" basis until the final appointment is made pursuant to Board action.

23. In the event of a resignation by a commission member, it is the responsibility of the resigning member to send written notice of the resignation to the Clerk of the Board.

24. Members of commissions who wish to continue serving in their appointed capacity for an additional term are required to complete and submit a new application, or may update and resubmit their original application if no pertinent information has changed. All qualifying applications for the vacancy will be submitted to the Board of Supervisors for consideration, selection and appointment.

25. All applications received by commission's staff shall be forwarded to the Clerk of the Board for presentation to the Board of Supervisors. Commissions may make a recommendation regarding specific applicants to fill a vacancy for consideration by the Board of Supervisors. However, the Board of Supervisors retains full appointing authority to select and appoint new commission members

26. In the event that multiple applications are submitted for an At Large position, the Board of Supervisors may choose to conduct interviews. If selected for interview, applicants will be

Attachment: Marin County Policy - Guidelines for the Establishment and Dissolution of Committees, Application and Appointment, and

notified of the date, time and location of the interviews. Interviews by the full Board shall be scheduled only for At Large appointments. Applicants for District appointments may be nominated by the District Supervisor.

27. When a vacancy exists on a commission and no applications have been submitted, the vacancy will be continued until such time as an appointment is made. The Board of Supervisors may, at any time, move to continue an appointment to a subsequent date.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Marin held on this 26th day of January, 2016, by the following vote:

AYES: SUPERVISORS Judy Arnold, Katie Rice, Damon Connolly, Kathrin Sears, Steve Kinsey

NOES: NONE

ABSENT: NONE

Attachment: Marin County Policy - Guidelines for the Establishment and Dissolution of Committees, Application and Appointment, and