MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

June 14, 2022

A. 9:00 AM Called to Order

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	
Marshall Long	District III Supervisor	Present	
Wayne Forsythe	District IV Supervisor	Present	
Miles Menetrey	District V Supervisor	Present	

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

Carol Suggs/Mariposa Friends of the Fair Board Member as well as Rodeo Queen Organizer introduced Desiree Turck who has and will continue to serve as the Mariposa Rodeo Queen. Ms. Turck gave each Supervisor a signed photograph of herself in her Rodeo Queen ensemble.

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

Public comment was received by Karen Glendenning on CA.9 regarding stopping support of the line item, next year. Chair Smallcombe responded that YARTS JPA was currently discussing the very topic.

It was noted that CA.13 requires a 4/5th vote and CA.10 has been withdrawn and rescheduled.

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

CA1. **Health and Human Services RES-2022-335**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration RES-2022-336**

Approve a Three Year Agreement for Indigent Defense Legal Services with Neal Douglass in an Amount Not to Exceed $140,040 Per Year; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA3. **Administration RES-2022-337**

Approve a Three Year Agreement for Indigent Defense Legal Services with Eugene Action in an Amount Not to Exceed $140,040 Per Year; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA4. **Administration RES-2022-338**

Approve a Three Year Agreement for Indigent Defense Legal Services with Michael McAfee in an Amount Not to Exceed $140,040 Per Year; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. **Administration/Technical Services RES-2022-339**

Approve the Renewal Agreement with Tangent for Microsoft 365 Licenses, in an Amount Not to Exceed $137,580, with a Term of July 5, 2022 through July 4, 2023; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Agricultural Commissioner RES-2022-340**

Approve the Certified Farmers Market Inspections Agreement 22-0313-000-SA for Fiscal Year 2022/2023 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Agricultural Commissioner RES-2022-341**

Approve Cooperative Service Agreement No. 22-73-06-0260-RA the Annual Work and Financial Plan for Fiscal Year 2022/2023 with the United States Department of Agriculture/Animal and Plant Health Inspection Service/Wildlife Services (USDA/APHIS/WS); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **County Counsel RES-2022-342**

Approve First Amendment to the Agreement with Municipal Code Online to Change the Company Name to CivicPluc LLC for Self-Publishing Software Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA9. **County Counsel RES-2022-343**

Approve an Agreement with Yosemite Area Regional Transportation System (YARTS) Joint Powers Authority (JPA) to Continue Providing Public Transit Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

10. Withdrawn and rescheduled

CA11. **Health and Human Services RES-2022-344**

Approve First Amendment to the Three Year Agreement with Hoffman Electronic Systems for Alarm Monitoring in the County Building of the Health and Human Services Agency; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA12. **Public Works RES-2022-345**

Authorize an Increase of Extra Help Hours to 1,300 at the Solid Waste Division Within the Public Works Department

CA13. **Public Works RES-2022-346**

Approve Budget Action Reducing General Fund and Increasing the FEMA Water Tanks Fund in the Public Works and Transportation Department Budget ($200,000) 4/5ths Vote Required

CA14. **Public Works RES-2022-347**

Rescind Resolution 22-310 Which Approved the 1St Amendment with Willdan Engineering for the Design of the Downtown Parking District

E. Departmental Presentation

Barbara Cone/Mariposa Fire Safe Council shared that they have been awarded two Cal Fire Grants for roughly $1.5 million, bringing their grant management to almost $5 million. The Fire Safe Council is working on a fuel break from Alta Vista that will travel the distance of Bullion ridge to the river canyon. They are also working on a fuel break on Foran that will be completed in July with only a small amount left to complete on Stumpfield Mountain.

Matthew Matthiessen/CEO John C. Fremont Healthcare District updated the public on the Measure O results and publicly thanked the citizens of "Citizens to Save the Hospital" for their work and thanked the Mariposa community for voting yes. Mr. Matthiessen noted that they would begin the planning portion and stated the design alone is a multi-million-dollar cost. After a question from Chair Smallcombe, Mr. Matthiessen stated he would periodically come to the Board of Supervisors for updates and urged the public to listen to the Hospital Board meetings.

Candy O'Donnell Brown/John C. Fremont Healthcare District Board President wanted to add to Matthew's report on Measure O noting that this is something she has been working on for 18 years and thanked the community for their support.

F. Public Comment on Non-Agenda Items

Kari Kisela/Mariposa Chamber of Commerce announced the deadline for purchasing tickets for the Tiki Dinner is approaching and the public can go to the Chamber's website to make the purchase.

Recess Board of Supervisors

9:23 AM Chair Smallcombe recessed the Board of Supervisors meeting and the Deputy Clerk of the Board read the Government Code announcement.

G. COUNTY SERVICE AREA 1M (Don Pedro)

(Chair - Director Vacant, Vice-Chair - Director Marshall Long)

9:24 AM Vice-Chair Long called the meeting to order.

Public Comment Period

None.

CSA 1M Regular Agenda

1. **Clerk of the Board of Supervisors CSA1M-2022-1**

Selection of the 2022 County Services Area 1M (Lake Don Pedro) Chair

No public comment.

ACTION: Director Marshall Long was selected to be the 2022 CSA 1M Chair.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Wayne Forsythe, District IV Supervisor
SECONDER:	Miles Menetrey, District V Supervisor
AYES:	Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

2. **Clerk of the Board of Supervisors CSA1M-2022-2**

Selection of the 2022 County Services Area 1M (Lake Don Pedro) Vice-Chair

No public comment.

ACTION: Director Wayne Forsythe was selected to be the 2022 CSA 1M Vice-Chair.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Miles Menetrey, District V Supervisor
SECONDER:	Rosemarie Smallcombe, District I Supervisor
AYES:	Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

3. **Public Works CSA1M-2022-3**

Approve Budget Action Reducing the Transfer Out in the Don Pedro Sewer Fund and Increasing Expense ($11,705) 4/5Th Vote Required

Shannon Hansen/Public Works and Transportation Director gave the staff report. No public comment. In regards to a question from Director Smallcombe, Ms. Hansen stated this should cover all outstanding bills.

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

Adjourn CSA 1M

9:30 AM Chair Long adjourned the CSA 1M meeting and turned the meeting over to LTC Chair Smallcombe.

H. LOCAL TRANSPORTATION COMMISSION

(Chair - Commissioner Rosemarie Smallcombe, Vice-Chair - Commissioner Wayne Forsythe)

9:30 AM Chair Smallcombe called the Local Transportation Commission Meeting to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works LTC-2022-11**

PUBLIC HEARING: to Receive Comments Regarding Possible Unmet Transportation Needs Within Mariposa County for Fiscal Year 2021-2022; and Adopt a Resolution Finding One of the Following: A) There Are No New Unmet Needs; B) There Are No New Unmet Transit Needs that Are Reasonable to Meet; C) There Are Unmet Transit Needs, Including Needs that Are Reasonable to Meet; or D) Grant a Continuance of the Public Hearing Until a Later Date.

Jeannie Morvay-Clayton/ Public Works and Transportation Planning gave the staff report and noted this is done every year. She has sent out advertisements and notices and has not received any new unmet needs. No public comment.

ACTION: To adopt the resolution on findings B that there are no new unmet transit needs that are reasonable to meet.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Miles Menetrey, District V Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

Adjourn LTC

9:34 AM Chair Smallcombe adjourned the LTC meeting and turned the meeting over to VPD Vice-Chair Long.

I. VEHICLE PARKING DISTRICT NO. 1 OF MARIPOSA COUNTY

(Chair - Vacant, Vice-Chair - Marshall Long)

9:34 AM Vice-Chair Long called the Vehicle Parking District meeting to order.

Public Comment Period

None.

Parking District Regular Agenda

1. **Clerk of the Board of Supervisors VPD-1-2022-1**

Selection of the 2022 Vehicle Parking District No. 1 Board Chair

No public comment.

ACTION: Director Wayne Forsythe was selected to be the 2022 VPD Chair.

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

2. **Clerk of the Board of Supervisors VPD-1-2022-2**

Selection of the 2022 Vehicle Parking District No. 1 of Mariposa County Board Vice-Chair

Chair Forsythe was passed the gavel. No public comment.

ACTION: Director Marshall Long was selected to be the 2022 VPD Vice-Chair.

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

3. **Public Works VPD-1-2022-3**

Approve the First Amendment to the Agreement with Willdan Engineering Extending the Term of the Agreement to December 31, 2022 for Design of the Parking District; and Authorize the Parking District Chair to Sign the Amendment

Shannon Hansen gave the staff report noting this is for an extension only and they are in the final stages. No public comment.

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

Adjourn Parking District

9:40 AM Chair Forsythe adjourned the VPD meeting.

Reconvene as Board of Supervisors

9:40 AM Chair Smallcombe reconvened the Board of Supervisors meeting.

J. Regular Agenda Items

1. **Public Works (ID # 12981)**

Receive a Presentation from Caltrans District 10 on Projects Within Mariposa County

Shannon Hansen thanked Cal Trans for coming to present and introduced Scott who gave a PowerPoint Presentation on the six projects currently being done in Mariposa County. No public comment. Board discussion ensued.

RESULT: **INFORMATION RECEIVED**

Recess

10:11 AM Chair Smallcombe recessed for a brief break and reconvened the meeting at 10:15 AM.

2. **Board of Supervisors (ID # 12964)**

Receive a Presentation from the Calaveras-Mariposa Community Action Agency (CMCAA) Regarding Programs and Projects (Staci Johnston, Executive Director)

Staci Johnston/CMCAA Executive Director gave a PowerPoint Presentation. Ms. Johnston also recognized Joy Schultz and Marshall Long for their work on the CMCAA. No public comment.

RESULT: INFORMATION RECEIVED

3. **Administration/Technical Services RES-2022-348**

Approve the Agreement with E-Z Tel Inc. for Mitel Phone System in an Amount Not to Exceed $554,178; and Authorize the Board of Supervisors Chair to Sign the Agreement

Dallin Kimble/County Administrative Officer introduce Anthony Rios/Technical Services Manager who gave the staff report and noted the scope of work was updated per the Boards direction. Public comment was received by Jonathan Noel who asked if the new system would be easier to add to or update. Board discussion ensued.

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

4. **Agricultural Commissioner RES-2022-349**

Approve the Implementation of the Mariposa County Commercial Livestock Pass Program, Effective Beginning the 2022 Fire Season

Monica Nielsen/Agricultural Commissioner gave the staff report and noted the positive collaboration with County Fire and our Local Office of Emergency Services (OES). No public comment. Kudos were given by Supervisors Long and Forsythe.

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

5. **Planning RES-2022-350**

Rescind Resolution 2022-219; Approve the Final Cooperative Agreement and Final Transportation Art Agreement with Caltrans for the Mariposa Gateway Enhancement Project; and Authorize the Board of Supervisors Chair to Sign Both Agreements

Sarah Williams/Planning Director introduced the item and then introduced Mikey Goralnik/Community Planner who gave the staff report and noted the change. No public comment.

AMENDMENT: The Final Transportation Art Agreement has been pulled from the Board action at the request of Cal Trans for a revision and will be brought back at a future date.

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

6. **Probation RES-2022-351**

Approve a Three Year Retroactive Memorandum of Understanding (MOU) with the Superior Court of California, County of Mariposa, for a Pretrial Release Program Effective July 1, 2021 through June 30, 2024 for a Total Amount Not to Exceed $600,000; Authorize the Board of Supervisors Chair to Sign the MOU; and Approve Pretrial Expenditures

Pete Judy/Chief Probation Officer congratulated the class of 2022 and gave the staff report. No public comment. Board discussion ensued.

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

7. **Clerk of the Board of Supervisors RES-2022-352**

Select and Approve Board Members as 2022 Agency Representatives to Fill Positions Previously Held by Supervisor Tom Sweeney, District II, Prior to His Resignation

Danielle Bondshu gave the staff report. No public comment. Board discussion ensued.

ACTION: To replace Tom Sweeney, Supervisor Wayne Forsythe will represent Mariposa on the Calaveras-Mariposa Community Action Agency (CAA) with Supervisor Marshall Long as his alternate, Supervisor Rosemarie Smallcombe will be the representative on the Central Sierra Broadband Utility Zone Consortium with Supervisor Miles Menetrey as her Alternate. Supervisor Smallcombe was also selected to be a representative on the SouthWest Interface Team (SWIFT)

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

8. **Clerk of the Board of Supervisors RES-2022-353**

Review and Select Board Member Representation on In-County Committees, Commissions, and Boards to Fill Positions Previously Held by Supervisor Tom Sweeney, District II, Prior to His Resignation

Danielle Bondshu/Deputy Clerk of the Board gave the staff report. No public

comment. Board discussion ensued.

ACTION: To replace Tom Sweeney, Supervisor Marshall Long will be the Alternate on the Local Agency Formation Commission (LAFCo), and Supervisor Menetrey will be the Ex-Officio on the Solid Waste AB939 Local Task Force and Supervisor Menetrey will be the Ex-Officio on the Merced River Trail Community Working Group.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Marshall Long, District III Supervisor
SECONDER:	Miles Menetrey, District V Supervisor
AYES:	Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

9. **Clerk of the Board of Supervisors 2022-70**

Review and Select Board Members to Serve as 2022 Policy Area Liaisons to Fill Positions Previously Held by Supervisor Tom Sweeney, District II, Prior to His Resignation

Danielle Bondshu gave the staff report. No public comment. Board discussion ensued.

ACTION: To replace Tom Sweeney, Supervisor Miles Menetrey will be the liaison to the Airport and Infrastructure categories, Supervisor Wayne Forsythe will be the liaison for the Development Services and Fiscal and Education categories, and Supervisor Rosemarie Smallcombe will be the liaison for the Water category.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Marshall Long, District III Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

10. **Clerk of the Board of Supervisors (ID # 13066)**

Discussion and Direction on Board Recognitions and Presentations

Danielle Bondshu/Deputy Clerk of the Board II gave a staff report. No public comment. Board discussion ensued.

DIRECTION: Recurring proclamations will be placed on the consent agenda, new proclamations will be placed under board recognitions, and the Board Chair will have the discretion to pull a proclamation to the board recognition section if desired. The Board would like only one item on the Board Recognition section per meeting.

As for presentations, they can remain as is and the Clerk of the Board will remind each presenter that there is a fifteen-minute limit.

RESULT: INFORMATION RECEIVED

K. Items removed from Consent Agenda

1. **District Attorney/Victim Witness RES-2022-357**

Approve the Victim Witness Assistance Program (VW) Grant Application Administered through the State of California Office of Emergency Services (Cal OES) in the Amount of $267,969 for Fiscal Year 22/23; and Authorize the Board of Supervisors Chair and District Attorney to Sign the Grant Application

RESULT: WITHDRAWN AND RESCHEDULED Next: 6/21/2022 9:00 AM

L. Board Information

None.

Recess

11:50 AM Chair Smallcombe recessed the Board meeting for a brief break and then moved the board into closed session.

M. Closed Session

1. **Board of Supervisors (ID # 13090)**

CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: Child Support Services Director

No comment.

RESULT: CLOSED SESSION HELD

Reconvened and Report Out

12:35 PM Chair Smallcombe reconvened the meeting and reported that during closed session information was received.

N. Adjournment

12:36 PM Chair Smallcombe adjourned the meeting in memory of Zula 'Peggy' Kile and Michele 'Myke' Wadenius.

Respectfully submitted,

Danielle Bondshu
Deputy Clerk of the Board II

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-335

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & 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: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-336

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Agreement for Indigent Defense Legal Services - Neal Douglass

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RECOMMENDATION AND JUSTIFICATION:
Approve a Three Year Agreement for Indigent Defense Legal Services with Neal Douglass in an Amount Not to Exceed $140,040 Per Year; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Indigent defense services protect the constitutional rights of those accused of committing a crime by ensuring legal representation regardless of income. Mariposa County has contracted for these services for many years and specifically with Neal Douglass since 2015 or earlier.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In 2021, the Board approved an amendment to extend the agreement for indigent defense legal services with Neal Douglass, Eugene Action and Wayne Green, through June 30,2022. (Resolution 2021-324).

In 2018, the Board approved three-year agreements for indigent defense legal services with Neal Douglass, Eugene Action and Wayne Green in an annual amount of $126,720/each (Resolution 2018-283). An RFP process was conducted prior to recommending these agreements to the Board.

In 2015, the Board approved a three-year agreement with Neal Douglass, Eugene Action and Wayne Green in an annual amount of $360,000 or $120,000/each (Resolution 2015-282).

In 2013, the Board removed Thomas Cooke from an indigent defense agreement as a result of his appointment as District Attorney. The Board approved a two-year agreement with Gary Collings, Michael Fagalde and Neal Douglass in an annual amount of $337,933 or $112,644/each (Resolution 2013-198).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and request an expedited RFP process, resulting in new contracts starting July 1, 2021.

FINANCIAL IMPACT:

Costs are included in the FY22 budget

ATTACHMENTS:
Neal Douglass Legal Services Agreement 2022-2025 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

LEGAL SERVICES AGREEMENT

THIS AGREEMENT shall become effective on July 1, 2022, regardless of the date of execution by the parties, and is executed in Mariposa, California, by and between the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Neal Douglass, hereinafter referred to as "CONTRACTOR." CONTRACTOR warrants that he/she operates an independent law office and that he/she is in no way affiliated with other indigent defense attorneys contracted by COUNTY as a partner, employer, or agent.

WHEREAS, the COUNTY Board of Supervisors has determined that it is in the best interest of COUNTY to contract with independent contractors for the special legal services hereinafter set forth; and

WHEREAS, CONTRACTOR is an Attorney at Law, licensed to practice law before all of the courts of the State of California and is otherwise qualified to perform the services hereinafter set forth.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. CONTRACTOR shall perform all duties normally provided by a public defender as required by law including but not limited to those duties outlined on Exhibit "A" attached hereto.

2. COUNTY shall pay to CONTRACTOR the sum of one hundred forty thousand and forty dollars ($140,040) per year, payable monthly in TWELVE (12) payments of eleven thousand six hundred and seventy dollars ($11,670) on or before the tenth (10th) day of each month. Each monthly payment shall be in arrears for the services performed during the prior month. The parties agree and represent that the amount of compensation has been established after consideration of the facts set forth in California Penal Code §987.3 and further recognize that circumstances such as those referred to in Paragraphs 4 and 5 may require changes in the total compensation. COUNTY and CONTRACTOR agree to re-negotiate the total sum to be paid to CONTRACTOR hereunder in the event CONTRACTOR is required to make court appearances for new programs for which no regular court appearances are required at the time of the execution of this Agreement. By way of example only, if a new program is added to the judicial system, which requires CONTRACTOR to appear in court on Friday, in addition to the then current appearances on Monday, Tuesday and Thursday, this clause will be invoked. However, should the Court simply move Thursday court to Monday, with no additional days requiring court appearances, this clause shall not be invoked.

3. This Agreement shall be for a term of three (3) years commencing July 1, 2022, terminating on June 30, 2025, unless earlier extended by mutual agreement of the parties. COUNTY shall have the option to extend the term of this Agreement for one (1) one (1) year term. Should COUNTY elect to extend this Agreement, CONTRACTOR shall be notified in writing sixty (60) days prior to the expiration of the initial term, or any extended term. In the event of any extensions hereunder the parties shall mutually agree upon the annual contract price.

4. COUNTY shall receive all funds collected pursuant to Penal Code §§ 987.4, 987.6, and 987.8, Government Code §27712, and any similar statute providing

Attachment: Neal Douglass Legal Services Agreement 2022-2025 (RES-2022-336 : Agreement for Indigent Defense Legal Services - Neal

for the reimbursement for the cost of legal services rendered under this Agreement, and no portion of the funds shall inure to CONTRACTOR'S benefit or otherwise affect the amount specified in Paragraph 2.

5. This Agreement shall not apply to cases governed by California Penal Code §987.9, "capital cases," nor shall it apply to costs for investigators in homicide cases where the Superior Court has approved extraordinary expenses.

6. In addition to the sum specified in Paragraph 2 above, CONTRACTOR shall be reimbursed for reasonable out-of-pocket expenses incurred in representing criminal defendants in matters where venue has been changed outside the County of Mariposa.

7. CONTRACTOR shall be reasonably available to provide legal counsel to juveniles 17 years of age or younger which have not been charged with any crime, in the event a law enforcement agency or anyone acting on behalf of a law enforcement agency wishes to conduct a custodial interrogation or otherwise take a statement from a juvenile which could be incriminating or in any circumstances in which the juvenile has a right to counsel under federal law or pursuant to California Welfare and Institutions Code section 625.6. CONTRACTOR may provide services under this provision in person, via telephone or video conference. Services provided by CONTRACTOR under this provision during business hours (Monday-Friday 8:30 a.m. to 5:30 p.m.) for uncharged juvenile suspects shall be billed to the COUNTY at an hourly rate of seventy dollars ($70.00) per hour. Services provided by CONTRACTOR after business hours shall be billed to the COUNTY at an hourly rate of one hundred forty dollars ($140.00) per hour with a one hour billable minimum. Payments made pursuant to this Paragraph 7 shall be in addition to the sum specified in Paragraph 2. Nothing in this provision affects CONTRACTOR'S obligations under this Agreement to represent juvenile defendants charged with a criminal offense in Mariposa Superior Court.

8. CONTRACTOR shall be a member of the California State Bar in good standing at all times during the term of this Agreement.

9. CONTRACTOR shall maintain a telephone answering service or device for the taking of telephone messages during non-business hours.

10. In-custody clients shall be interviewed within thirty-six (36) hours of CONTRACTOR'S appointment. Out-of-custody clients shall be interviewed within seventy-two (72) hours of CONTRACTOR'S appointment.

11. The Superior Court shall develop eligibility guidelines for the purpose of determining an individual's financial eligibility for indigent representation. CONTRACTOR shall obtain from each and every person he/she is appointed to represent, a completed questionnaire verifying the person's eligibility for indigent representation services. Failure to perform this requirement shall constitute a material breach of this Agreement.

12. In performing the duties herein specified, CONTRACTOR is and shall be an independent contractor and not an employee of COUNTY. CONTRACTOR will be responsible to COUNTY for only the good faith performance of this Agreement in conformity with the Rules of Professional Conduct of the State Bar of California and not for the specific manner in which his/her duties are

Attachment: Neal Douglass Legal Services Agreement 2022-2025 (RES-2022-336 : Agreement for Indigent Defense Legal Services - Neal

performed or his/her professional judgment exercised. Because each CONTRACTOR is an independent contractor, it shall be his/her sole and absolute responsibility to comply with all federal, state, and local statutes, regulations and ordinances respecting this Agreement.

13. The parties recognize that ethics considerations, such as those set forth in the Rules of Professional Conduct, may prohibit CONTRACTOR from accepting some appointments that would otherwise be included within this Agreement. Upon discovery of a conflict of interest or other ethical consideration which precludes further representation, CONTRACTOR shall immediately notify the affected client(s) and move the Superior Court to be relieved as counsel.

14. CONTRACTOR, as an independent contractor, shall be solely responsible for providing all office furniture, equipment, supplies, secretaries, clerks, attorneys, and other persons necessary to perform this Agreement, including any professional education and expenses, except investigators and experts. Funding for any investigator or expert will be subject to prior to approval by the Superior Court on a case-by-case basis.

15. CONTRACTOR hereby agrees to individually indemnify and hold COUNTY, its officers and its employees absolutely harmless from any and all liability, cost, or expense whatsoever arising out of, or pertaining to, this Agreement and shall defend at no cost to COUNTY or COUNTY'S officers or employees, any such action brought against COUNTY, its officers or its employees.

16. During the term of this Agreement, CONTRACTOR shall carry professional liability insurance in a minimum amount of $1,000,000, insuring CONTRACTOR against all claims arising out of CONTRACTOR'S services performed hereunder. CONTRACTOR shall provide COUNTY with proof of insurance required herein upon execution of this Agreement by CONTRACTOR and annually thereafter.

17. CONTRACTOR shall notify COUNTY, in writing, within ten (10) working days of receipt by CONTRACTOR of a claim or allegation of ineffective representation by CONTRACTOR arising out of services provided hereunder by CONTRACTOR.

18. Upon the termination of this Agreement, CONTRACTOR shall cooperate fully with COUNTY and with such persons as may be designated by COUNTY to succeed CONTRACTOR in order to effect the orderly transition of legal services from CONTRACTOR to his or her successors. The cooperation specified in this paragraph includes, but is not limited to, the releasing of such files, papers and records as may be required to carry out the provisions of this Agreement and any subsequent agreement with successor contractors and to ensure the continued adequate legal representation of persons eligible for the services herein set forth.

19. CONTRACTOR shall maintain all files and records for each case for which services are provided under this Agreement for at least ten (10) years following the last date CONTRACTOR rendered services pursuant to this Agreement, unless such files are assigned to successor counsel. CONTRACTOR shall have access to his/her files as necessary. Neither the COUNTY nor any other person or entity shall be permitted access to any such files without the written consent of CONTRACTOR or court order. Prior to closing each case, CONTRACTOR shall notify the client of the requirements of this clause.

Attachment: Neal Douglass Legal Services Agreement 2022-2025 (RES-2022-336 : Agreement for Indigent Defense Legal Services - Neal

20. CONTRACTOR shall provide for the maintenance of quality representation of indigent defendants consistent with constitutional and professional standards. In California, the benchmark adopted test for determining competency of counsel in criminal cases is that of a reasonably competent attorney acting as a diligent, conscientious advocate. (*People v. Pope*, 23 Cal.3d 412 [1979]). CONTRACTOR agrees to provide competent legal services in conformity with the above standard, or with standards as modified by more recent legislation or case law. Specifically, the following duties and responsibilities of counsel as set forth in prior court decisions and professional standards will be observed. These include:

A. Duty of careful factual and legal investigation. (See *People v. Ibarra*, 60 Cal.2d 460 [1963] regarding duty to research the law and raise settled objections; *In re Saunders*, 2 Cal.2d 1033 [1970] regarding duty to investigate medical reports and conduct psychiatric examinations to support a diminished capacity defense; and ABA Standards on the Defense Function [hereinafter referred to as "ABA Standards"] Section 4.1.)
B. Duty to take prompt action to protect a client's legal rights. (See ABA Standards, Section 3.6a [including procedural steps such as moving for pretrial release, obtaining psychiatric examination, moving for change of venue or continuance, suppression of illegally obtained evidence, severance from jointly charged defendants, or dismissal].)
C. Duty to keep the client informed. (See ABA Standards, Section 3.8.)
D. Duty to prepare for jury selection, examination of witnesses, submission of instructions and presentation of argument at trial. (See ABA Standards, Section 7.2(a) and 7.2(b).)
E. Duty to know and explore sentencing alternatives. (See ABA Standards, Section 8.1(b).)
F. Duty to advise concerning appeals. (See ABA Standards, Section 8.2(a).)
G. Duty not to accept more cases than can be competently handled. (See *Martin v. State Bar*, 20 Cal.3d 717 [1978].)
H. Duty not to handle a legal matter which the lawyer knows or should know that he/she is not competent to handle. (See ABA Code of Professional Responsibility, Canon 6, Disciplinary Rule No. 6-101 (a).)
I. Duty to maintain client confidences and secrets.

21. The fees of attorneys appointed to represent persons who CONTRACTOR cannot represent because of conflict of interest shall not constitute a charge against sums to which CONTRACTOR is otherwise entitled pursuant to this Agreement. CONTRACTOR shall not decline to represent any eligible person except for a conflict of interest or disqualification recognized by the Superior Court.

22. All matters to which CONTRACTOR has been appointed prior to the termination of this Agreement shall be completed by CONTRACTOR notwithstanding the termination of this Agreement. CONTRACTOR acknowledges that services rendered by CONTRACTOR to complete matters pending at the termination of this Agreement shall not entitle CONRACTOR to any fees beyond the annual payment due CONTRACTOR pursuant to Paragraph 2 above.

23. COUNTY may terminate this Agreement upon a thirty (30) day written notice in the event of a breach by CONTRACTOR of any of the terms and conditions contained in this Agreement. COUNTY may further terminate this Agreement without cause if the Board of Supervisors determines in any budgetary cycle

Attachment: Neal Douglass Legal Services Agreement 2022-2025 (RES-2022-336 : Agreement for Indigent Defense Legal Services - Neal

that it is unable to fund this Agreement in its budget period. This provision is intended to comply with Article XVI, Section 18 of the Constitution of the State of California.

24. COUNTY and CONTRACTOR shall meet at least annually to review CONTRACTOR's performance and any other relevant matters related to this agreement.

25. COUNTY may terminate this Agreement at any time by providing a notice in writing to CONTRACTOR that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by CONTRACTOR. If the Agreement is so terminated, the CONTRACTOR shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

26. In the event CONTRACTOR ceases to perform services hereunder or is removed by COUNTY, COUNTY shall replace CONTRACTOR with a qualified attorney.

27. Should any clause, paragraph or language in this Agreement be held to be void, unenforceable, or unconstitutional, such clause, paragraph or language shall be stricken from this Agreement and the remainder of this Agreement shall continue in full force and effect the same as if such clause, paragraph or language had never been contained herein.

28. Neither this Agreement nor any of the rights, obligations or duties specified herein shall be assigned, transferred or delegated to any person without prior written consent of COUNTY. CONTRACTOR shall neither assign nor transfer any interest in or to the proceeds of this Agreement. Any assignment, transfer or delegation in violation of this paragraph shall be void.

29. This Agreement may not be modified or amended except by a written agreement signed by parties hereto.

30. Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated either in the Superior Court of California, County of Mariposa, or in the United States District Court for the Eastern District of California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

31. This Agreement constitutes the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter thereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understanding of any nature whatsoever unless expressly included in this Agreement.

32. Any notices herein provided to be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid and addressed as follows:

COUNTY: County of Mariposa
County Administrative Officer
P.O. Box 784

Attachment: Neal Douglass Legal Services Agreement 2022-2025 (RES-2022-336 : Agreement for Indigent Defense Legal Services - Neal

Mariposa, CA 95338

CONTRACTOR: Neal Douglass
P.O. Box 231
Mariposa, CA 95338

Nothing herein shall preclude the giving of any notice by personal service.

33. While some of the duties of CONTRACTOR hereunder would be the duties of a public defender in a county served by a public defender, all parties hereto understand and agree that CONTRACTOR is not a public defender as described in California Government Code §27700, et seq.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year below written.

COUNTY OF MARIPOSA:

_____ DATE: _____
Rosemarie Smallcombe, Chair
Board of Supervisors

APPROVED AS FORM:

_____
STEVEN W. DAHLEM
County Counsel

COUNTERSIGNED:
(Government Code 25103)

_____
Keith Williams
Interim Clerk of the Board

CONTRACTOR:

_____ DATE: _____
Neal Douglass
Attorney at Law

Attachment: Neal Douglass Legal Services Agreement 2022-2025 (RES-2022-336 : Agreement for Indigent Defense Legal Services - Neal

EXHIBIT 'A'
Attachment 1

1. Represent all persons whom the Superior Court has deemed indigent and who are charged with the commission of any felony (except capital cases) or misdemeanor when appointed by a Judge of the Mariposa County Superior Court ("Indigent Persons").

2. Represent juveniles and parents (including de facto parents) in Welfare and Institutions Code Section 300 juvenile dependency proceedings and provide juvenile dependency caseload reports to the Superior Court on a monthly basis.

3. Represent juveniles in Welfare and Institutions Code Section 600 juvenile delinquency proceedings.

4. Represent all persons requesting counsel and for whom counsel is appointed under Division 4 (Section 1400 et seq.) of the Probate Code (Guardianships and Conservatorships).

5. Represent all persons requesting counsel and for whom counsel is appointed under Division 5, Part 1(Section 5000 et seq.) of the Welfare and Institutions Code (Lanterman-Petris-Short Act Conservatorships).

6. Represent all Indigent Persons in pretrial extraordinary writs and appeals to the Superior Court, provided that CONTRACTOR may decline appellate appointments when he/she has represented the client in related trial court proceedings. CONTRACTOR will in all cases assist client in perfecting client's right to appeal.

7. Represent all Indigent Persons before the Superior Court for violations of probation, post release community supervision, mandatory supervision, and parole violations. CONTRACTOR shall not be required to represent persons in proceedings for modification of conditions of probation without the Superior Court's consent.

8. Represent all Indigent Persons in Drug Court and in Behavioral Health Court as requested by the Superior Court.

Attachment: Neal Douglass Legal Services Agreement 2022-2025 (RES-2022-336 : Agreement for Indigent Defense Legal Services - Neal

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-337

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Agreement for Indigent Defense Legal Services - Eugene Action

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RECOMMENDATION AND JUSTIFICATION:
Approve a Three Year Agreement for Indigent Defense Legal Services with Eugene Action in an Amount Not to Exceed $140,040 Per Year; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Indigent defense services protect the constitutional rights of those accused of committing a crime by ensuring legal representation regardless of income. Mariposa County has contracted for these services for many years and specifically with Eugene Action since 2015 or earlier.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In 2021, the Board approved an amendment to extend the agreement for indigent defense legal services with Neal Douglass, Eugene Action and Wayne Green, through June 30,2022. (Resolution 2021-324).

In 2018, the Board approved three-year agreements for indigent defense legal services with Neal Douglass, Eugene Action and Wayne Green in an annual amount of $126,720/each (Resolution 2018-283). An RFP process was conducted prior to recommending these agreements to the Board.

In 2015, the Board approved a three-year agreement with Neal Douglass, Eugene Action and Wayne Green in an annual amount of $360,000 or $120,000/each (Resolution 2015-282).

In 2013, the Board removed Thomas Cooke from an indigent defense agreement as a result of his appointment as District Attorney. The Board approved a two-year agreement with Gary Collings, Michael Fagalde and Neal Douglass in an annual amount of $337,933 or $112,644/each (Resolution 2013-198).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and request an expedited RFP process, resulting in new contracts starting July 1, 2021.

FINANCIAL IMPACT:

Costs are included in the FY22 budget

ATTACHMENTS:
Eugene Action Legal Services Agreement 2022-2025 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

LEGAL SERVICES AGREEMENT

THIS AGREEMENT shall become effective on July 1, 2022, regardless of the date of execution by the parties, and is executed in Mariposa, California, by and between the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Eugene Action, hereinafter referred to as "CONTRACTOR." CONTRACTOR warrants that he/she operates an independent law office and that he/she is in no way affiliated with other indigent defense attorneys contracted by COUNTY as a partner, employer, or agent.

WHEREAS, the COUNTY Board of Supervisors has determined that it is in the best interest of COUNTY to contract with independent contractors for the special legal services hereinafter set forth; and

WHEREAS, CONTRACTOR is an Attorney at Law, licensed to practice law before all of the courts of the State of California and is otherwise qualified to perform the services hereinafter set forth.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. CONTRACTOR shall perform all duties normally provided by a public defender as required by law including but not limited to those duties outlined on Exhibit "A" attached hereto.

2. COUNTY shall pay to CONTRACTOR the sum of one hundred forty thousand and forty dollars ($140,040) per year, payable monthly in TWELVE (12) payments of eleven thousand six hundred and seventy dollars ($11,670) on or before the tenth (10th) day of each month. Each monthly payment shall be in arrears for the services performed during the prior month. The parties agree and represent that the amount of compensation has been established after consideration of the facts set forth in California Penal Code §987.3 and further recognize that circumstances such as those referred to in Paragraphs 4 and 5 may require changes in the total compensation. COUNTY and CONTRACTOR agree to re-negotiate the total sum to be paid to CONTRACTOR hereunder in the event CONTRACTOR is required to make court appearances for new programs for which no regular court appearances are required at the time of the execution of this Agreement. By way of example only, if a new program is added to the judicial system, which requires CONTRACTOR to appear in court on Friday, in addition to the then current appearances on Monday, Tuesday and Thursday, this clause will be invoked. However, should the Court simply move Thursday court to Monday, with no additional days requiring court appearances, this clause shall not be invoked.

3. This Agreement shall be for a term of three (3) years commencing July 1, 2022, terminating on June 30, 2025, unless earlier extended by mutual agreement of the parties. COUNTY shall have the option to extend the term of this Agreement for one (1) one (1) year term. Should COUNTY elect to extend this Agreement, CONTRACTOR shall be notified in writing sixty (60) days prior to the expiration of the initial term, or any extended term. In the event of any extensions hereunder the parties shall mutually agree upon the annual contract price.

4. COUNTY shall receive all funds collected pursuant to Penal Code §§ 987.4, 987.6, and 987.8, Government Code §27712, and any similar statute providing

Attachment: Eugene Action Legal Services Agreement 2022-2025 (RES-2022-337 : Agreement for Indigent Defense Legal Services - Eugene

for the reimbursement for the cost of legal services rendered under this Agreement, and no portion of the funds shall inure to CONTRACTOR'S benefit or otherwise affect the amount specified in Paragraph 2.

5. This Agreement shall not apply to cases governed by California Penal Code §987.9, "capital cases," nor shall it apply to costs for investigators in homicide cases where the Superior Court has approved extraordinary expenses.

6. In addition to the sum specified in Paragraph 2 above, CONTRACTOR shall be reimbursed for reasonable out-of-pocket expenses incurred in representing criminal defendants in matters where venue has been changed outside the County of Mariposa.

7. CONTRACTOR shall be reasonably available to provide legal counsel to juveniles 17 years of age or younger which have not been charged with any crime, in the event a law enforcement agency or anyone acting on behalf of a law enforcement agency wishes to conduct a custodial interrogation or otherwise take a statement from a juvenile which could be incriminating or in any circumstances in which the juvenile has a right to counsel under federal law or pursuant to California Welfare and Institutions Code section 625.6. CONTRACTOR may provide services under this provision in person, via telephone or video conference. Services provided by CONTRACTOR under this provision during business hours (Monday-Friday 8:30 a.m. to 5:30 p.m.) for uncharged juvenile suspects shall be billed to the COUNTY at an hourly rate of seventy dollars ($70.00) per hour. Services provided by CONTRACTOR after business hours shall be billed to the COUNTY at an hourly rate of one hundred forty dollars ($140.00) per hour with a one hour billable minimum. Payments made pursuant to this Paragraph 7 shall be in addition to the sum specified in Paragraph 2. Nothing in this provision affects CONTRACTOR'S obligations under this Agreement to represent juvenile defendants charged with a criminal offense in Mariposa Superior Court.

8. CONTRACTOR shall be a member of the California State Bar in good standing at all times during the term of this Agreement.

9. CONTRACTOR shall maintain a telephone answering service or device for the taking of telephone messages during non-business hours.

10. In-custody clients shall be interviewed within thirty-six (36) hours of CONTRACTOR'S appointment. Out-of-custody clients shall be interviewed within seventy-two (72) hours of CONTRACTOR'S appointment.

11. The Superior Court shall develop eligibility guidelines for the purpose of determining an individual's financial eligibility for indigent representation. CONTRACTOR shall obtain from each and every person he/she is appointed to represent, a completed questionnaire verifying the person's eligibility for indigent representation services. Failure to perform this requirement shall constitute a material breach of this Agreement.

12. In performing the duties herein specified, CONTRACTOR is and shall be an independent contractor and not an employee of COUNTY. CONTRACTOR will be responsible to COUNTY for only the good faith performance of this Agreement in conformity with the Rules of Professional Conduct of the State Bar of California and not for the specific manner in which his/her duties are

Attachment: Eugene Action Legal Services Agreement 2022-2025 (RES-2022-337 : Agreement for Indigent Defense Legal Services - Eugene

performed or his/her professional judgment exercised. Because each CONTRACTOR is an independent contractor, it shall be his/her sole and absolute responsibility to comply with all federal, state, and local statutes, regulations and ordinances respecting this Agreement.

13. The parties recognize that ethics considerations, such as those set forth in the Rules of Professional Conduct, may prohibit CONTRACTOR from accepting some appointments that would otherwise be included within this Agreement. Upon discovery of a conflict of interest or other ethical consideration which precludes further representation, CONTRACTOR shall immediately notify the affected client(s) and move the Superior Court to be relieved as counsel.

14. CONTRACTOR, as an independent contractor, shall be solely responsible for providing all office furniture, equipment, supplies, secretaries, clerks, attorneys, and other persons necessary to perform this Agreement, including any professional education and expenses, except investigators and experts. Funding for any investigator or expert will be subject to prior to approval by the Superior Court on a case-by-case basis.

15. CONTRACTOR hereby agrees to individually indemnify and hold COUNTY, its officers and its employees absolutely harmless from any and all liability, cost, or expense whatsoever arising out of, or pertaining to, this Agreement and shall defend at no cost to COUNTY or COUNTY'S officers or employees, any such action brought against COUNTY, its officers or its employees.

16. During the term of this Agreement, CONTRACTOR shall carry professional liability insurance in a minimum amount of $1,000,000, insuring CONTRACTOR against all claims arising out of CONTRACTOR'S services performed hereunder. CONTRACTOR shall provide COUNTY with proof of insurance required herein upon execution of this Agreement by CONTRACTOR and annually thereafter.

17. CONTRACTOR shall notify COUNTY, in writing, within ten (10) working days of receipt by CONTRACTOR of a claim or allegation of ineffective representation by CONTRACTOR arising out of services provided hereunder by CONTRACTOR.

18. Upon the termination of this Agreement, CONTRACTOR shall cooperate fully with COUNTY and with such persons as may be designated by COUNTY to succeed CONTRACTOR in order to effect the orderly transition of legal services from CONTRACTOR to his or her successors. The cooperation specified in this paragraph includes, but is not limited to, the releasing of such files, papers and records as may be required to carry out the provisions of this Agreement and any subsequent agreement with successor contractors and to ensure the continued adequate legal representation of persons eligible for the services herein set forth.

19. CONTRACTOR shall maintain all files and records for each case for which services are provided under this Agreement for at least ten (10) years following the last date CONTRACTOR rendered services pursuant to this Agreement, unless such files are assigned to successor counsel. CONTRACTOR shall have access to his/her files as necessary. Neither the COUNTY nor any other person or entity shall be permitted access to any such files without the written consent of CONTRACTOR or court order. Prior to closing each case, CONTRACTOR shall notify the client of the requirements of this clause.

Attachment: Eugene Action Legal Services Agreement 2022-2025 (RES-2022-337 : Agreement for Indigent Defense Legal Services - Eugene

Attachment: Eugene Action Legal Services Agreement 2022-2025 (RES-2022-337 : Agreement for Indigent Defense Legal Services - Eugene

20. CONTRACTOR shall provide for the maintenance of quality representation of indigent defendants consistent with constitutional and professional standards. In California, the benchmark adopted test for determining competency of counsel in criminal cases is that of a reasonably competent attorney acting as a diligent, conscientious advocate. (*People v. Pope*, 23 Cal.3d 412 [1979]). CONTRACTOR agrees to provide competent legal services in conformity with the above standard, or with standards as modified by more recent legislation or case law. Specifically, the following duties and responsibilities of counsel as set forth in prior court decisions and professional standards will be observed. These include:

A. Duty of careful factual and legal investigation. (See *People v. Ibarra*, 60 Cal.2d 460 [1963] regarding duty to research the law and raise settled objections; *In re Saunders*, 2 Cal.2d 1033 [1970] regarding duty to investigate medical reports and conduct psychiatric examinations to support a diminished capacity defense; and ABA Standards on the Defense Function [hereinafter referred to as "ABA Standards"] Section 4.1.)
B. Duty to take prompt action to protect a client's legal rights. (See ABA Standards, Section 3.6a [including procedural steps such as moving for pretrial release, obtaining psychiatric examination, moving for change of venue or continuance, suppression of illegally obtained evidence, severance from jointly charged defendants, or dismissal].)
C. Duty to keep the client informed. (See ABA Standards, Section 3.8.)
D. Duty to prepare for jury selection, examination of witnesses, submission of instructions and presentation of argument at trial. (See ABA Standards, Section 7.2(a) and 7.2(b).)
E. Duty to know and explore sentencing alternatives. (See ABA Standards, Section 8.1(b).)
F. Duty to advise concerning appeals. (See ABA Standards, Section 8.2(a).)
G. Duty not to accept more cases than can be competently handled. (See *Martin v. State Bar*, 20 Cal.3d 717 [1978].)
H. Duty not to handle a legal matter which the lawyer knows or should know that he/she is not competent to handle. (See ABA Code of Professional Responsibility, Canon 6, Disciplinary Rule No. 6-101 (a).)
I. Duty to maintain client confidences and secrets.

21. The fees of attorneys appointed to represent persons who CONTRACTOR cannot represent because of conflict of interest shall not constitute a charge against sums to which CONTRACTOR is otherwise entitled pursuant to this Agreement. CONTRACTOR shall not decline to represent any eligible person except for a conflict of interest or disqualification recognized by the Superior Court.

22. All matters to which CONTRACTOR has been appointed prior to the termination of this Agreement shall be completed by CONTRACTOR notwithstanding the termination of this Agreement. CONTRACTOR acknowledges that services rendered by CONTRACTOR to complete matters pending at the termination of this Agreement shall not entitle CONRACTOR to any fees beyond the annual payment due CONTRACTOR pursuant to Paragraph 2 above.

23. COUNTY may terminate this Agreement upon a thirty (30) day written notice in the event of a breach by CONTRACTOR of any of the terms and conditions contained in this Agreement. COUNTY may further terminate this Agreement without cause if the Board of Supervisors determines in any budgetary cycle

that it is unable to fund this Agreement in its budget period. This provision is intended to comply with Article XVI, Section 18 of the Constitution of the State of California.

24. COUNTY and CONTRACTOR shall meet at least annually to review CONTRACTOR's performance and any other relevant matters related to this agreement.

25. COUNTY may terminate this Agreement at any time by providing a notice in writing to CONTRACTOR that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by CONTRACTOR. If the Agreement is so terminated, the CONTRACTOR shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

26. In the event CONTRACTOR ceases to perform services hereunder or is removed by COUNTY, COUNTY shall replace CONTRACTOR with a qualified attorney.

27. Should any clause, paragraph or language in this Agreement be held to be void, unenforceable, or unconstitutional, such clause, paragraph or language shall be stricken from this Agreement and the remainder of this Agreement shall continue in full force and effect the same as if such clause, paragraph or language had never been contained herein.

28. Neither this Agreement nor any of the rights, obligations or duties specified herein shall be assigned, transferred or delegated to any person without prior written consent of COUNTY. CONTRACTOR shall neither assign nor transfer any interest in or to the proceeds of this Agreement. Any assignment, transfer or delegation in violation of this paragraph shall be void.

29. This Agreement may not be modified or amended except by a written agreement signed by parties hereto.

30. Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated either in the Superior Court of California, County of Mariposa, or in the United States District Court for the Eastern District of California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

31. This Agreement constitutes the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter thereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understanding of any nature whatsoever unless expressly included in this Agreement.

32. Any notices herein provided to be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid and addressed as follows:

COUNTY: County of Mariposa
County Administrative Officer
P.O. Box 784

Attachment: Eugene Action Legal Services Agreement 2022-2025 (RES-2022-337 : Agreement for Indigent Defense Legal Services - Eugene

Mariposa, CA 95338

CONTRACTOR: Eugene Action
45221 Forest Ridge Dr.
Ahwahnee, CA 93601

Nothing herein shall preclude the giving of any notice by personal service.

33. While some of the duties of CONTRACTOR hereunder would be the duties of a public defender in a county served by a public defender, all parties hereto understand and agree that CONTRACTOR is not a public defender as described in California Government Code §27700, et seq.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year below written.

COUNTY OF MARIPOSA:

_____ DATE: _____
Rosemarie Smallcombe, Chair
Board of Supervisors

APPROVED AS FORM:

_____
STEVEN W. DAHLEM
County Counsel

COUNTERSIGNED:
(Government Code 25103)

_____
Keith Williams
Interim Clerk of the Board

CONTRACTOR:

_____ DATE: _____
Eugene Action
Attorney at Law

Attachment: Eugene Action Legal Services Agreement 2022-2025 (RES-2022-337 : Agreement for Indigent Defense Legal Services - Eugene

EXHIBIT 'A'
Attachment 1

1. Represent all persons whom the Superior Court has deemed indigent and who are charged with the commission of any felony (except capital cases) or misdemeanor when appointed by a Judge of the Mariposa County Superior Court ("Indigent Persons").

2. Represent juveniles and parents (including de facto parents) in Welfare and Institutions Code Section 300 juvenile dependency proceedings and provide juvenile dependency caseload reports to the Superior Court on a monthly basis.

3. Represent juveniles in Welfare and Institutions Code Section 600 juvenile delinquency proceedings.

4. Represent all persons requesting counsel and for whom counsel is appointed under Division 4 (Section 1400 et seq.) of the Probate Code (Guardianships and Conservatorships).

5. Represent all persons requesting counsel and for whom counsel is appointed under Division 5, Part 1(Section 5000 et seq.) of the Welfare and Institutions Code (Lanterman-Petris-Short Act Conservatorships).

6. Represent all Indigent Persons in pretrial extraordinary writs and appeals to the Superior Court, provided that CONTRACTOR may decline appellate appointments when he/she has represented the client in related trial court proceedings. CONTRACTOR will in all cases assist client in perfecting client's right to appeal.

7. Represent all Indigent Persons before the Superior Court for violations of probation, post release community supervision, mandatory supervision, and parole violations. CONTRACTOR shall not be required to represent persons in proceedings for modification of conditions of probation without the Superior Court's consent.

8. Represent all Indigent Persons in Drug Court and in Behavioral Health Court as requested by the Superior Court.

Attachment: Eugene Action Legal Services Agreement 2022-2025 (RES-2022-337 : Agreement for Indigent Defense Legal Services - Eugene

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-338

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Agreement for Indigent Defense Legal Services - Michael McAfee

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Three Year Agreement for Indigent Defense Legal Services with Michael McAfee in an Amount Not to Exceed $140,040 Per Year; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Indigent defense services protect the constitutional rights of those accused of committing a crime by ensuring legal representation regardless of income. This is the County's first agreement with Michael McAfee. Mr. McAfee has six years of experience in the district attorneys offices of Mariposa and Merced and previously provided DUI defense for a firm in Modesto. He is familiar with our case management system and is fluent in Spanish, which will improve our ability to assist Spanish-speaking defendants.

The indigent defense request for proposals (RFP) was completed with sufficient advance to allow for a transition of cases. Staff recommends approval of this agreement at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In 2021, the Board approved an amendment to extend the agreement for indigent defense legal services with Neal Douglass, Eugene Action and Wayne Green, through June 30,2022. (Resolution 2021-324).

In 2018, the Board approved three-year agreements for indigent defense legal services with Neal Douglass, Eugene Action and Wayne Green in an annual amount of $126,720/each (Resolution 2018-283). An RFP process was conducted prior to recommending these agreements to the Board.

In 2015, the Board approved a three-year agreement with Neal Douglass, Eugene Action and Wayne Green in an annual amount of $360,000 or $120,000/each (Resolution 2015-282).

In 2013, the Board removed Thomas Cooke from an indigent defense agreement as a result of his appointment as District Attorney. The Board approved a two-year

agreement with Gary Collings, Michael Fagalde and Neal Douglass in an annual amount of $337,933 or $112,644/each (Resolution 2013-198).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and request an expedited RFP process, resulting in new contracts starting July 1, 2021.

FINANCIAL IMPACT:
Costs are included in the FY22 budget

ATTACHMENTS:
Michael McAfee Legal Services Agreement 2022-2025 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

Attachment: Michael McAfee Legal Services Agreement 2022-2025 (RES-2022-338 : Agreement for Indigent Defense Legal Services - Michael

LEGAL SERVICES AGREEMENT

THIS AGREEMENT shall become effective on July 1, 2022, regardless of the date of execution by the parties, and is executed in Mariposa, California, by and between the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Michael McAfee, hereinafter referred to as "CONTRACTOR." CONTRACTOR warrants that he/she operates an independent law office and that he/she is in no way affiliated with other indigent defense attorneys contracted by COUNTY as a partner, employer, or agent.

WHEREAS, the COUNTY Board of Supervisors has determined that it is in the best interest of COUNTY to contract with independent contractors for the special legal services hereinafter set forth; and

WHEREAS, CONTRACTOR is an Attorney at Law, licensed to practice law before all of the courts of the State of California and is otherwise qualified to perform the services hereinafter set forth.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. CONTRACTOR shall perform all duties normally provided by a public defender as required by law including but not limited to those duties outlined on Exhibit "A" attached hereto.

2. COUNTY shall pay to CONTRACTOR the sum of one hundred forty thousand and forty dollars ($140,040) per year, payable monthly in TWELVE (12) payments of eleven thousand six hundred and seventy dollars ($11,670) on or before the tenth (10th) day of each month. Each monthly payment shall be in arrears for the services performed during the prior month. The parties agree and represent that the amount of compensation has been established after consideration of the facts set forth in California Penal Code §987.3 and further recognize that circumstances such as those referred to in Paragraphs 4 and 5 may require changes in the total compensation. COUNTY and CONTRACTOR agree to re-negotiate the total sum to be paid to CONTRACTOR hereunder in the event CONTRACTOR is required to make court appearances for new programs for which no regular court appearances are required at the time of the execution of this Agreement. By way of example only, if a new program is added to the judicial system, which requires CONTRACTOR to appear in court on Friday, in addition to the then current appearances on Monday, Tuesday and Thursday, this clause will be invoked. However, should the Court simply move Thursday court to Monday, with no additional days requiring court appearances, this clause shall not be invoked.

3. This Agreement shall be for a term of three (3) years commencing July 1, 2022, terminating on June 30, 2025, unless earlier extended by mutual agreement of the parties. COUNTY shall have the option to extend the term of this Agreement for one (1) one (1) year term. Should COUNTY elect to extend this Agreement, CONTRACTOR shall be notified in writing sixty (60) days prior to the expiration of the initial term, or any extended term. In the event of any extensions hereunder the parties shall mutually agree upon the annual contract price.

4. COUNTY shall receive all funds collected pursuant to Penal Code §§ 987.4, 987.6, and 987.8, Government Code §27712, and any similar statute providing

for the reimbursement for the cost of legal services rendered under this Agreement, and no portion of the funds shall inure to CONTRACTOR'S benefit or otherwise affect the amount specified in Paragraph 2.

5. This Agreement shall not apply to cases governed by California Penal Code §987.9, "capital cases," nor shall it apply to costs for investigators in homicide cases where the Superior Court has approved extraordinary expenses.

6. In addition to the sum specified in Paragraph 2 above, CONTRACTOR shall be reimbursed for reasonable out-of-pocket expenses incurred in representing criminal defendants in matters where venue has been changed outside the County of Mariposa.

7. CONTRACTOR shall be reasonably available to provide legal counsel to juveniles 17 years of age or younger which have not been charged with any crime, in the event a law enforcement agency or anyone acting on behalf of a law enforcement agency wishes to conduct a custodial interrogation or otherwise take a statement from a juvenile which could be incriminating or in any circumstances in which the juvenile has a right to counsel under federal law or pursuant to California Welfare and Institutions Code section 625.6. CONTRACTOR may provide services under this provision in person, via telephone or video conference. Services provided by CONTRACTOR under this provision during business hours (Monday-Friday 8:30 a.m. to 5:30 p.m.) for uncharged juvenile suspects shall be billed to the COUNTY at an hourly rate of seventy dollars ($70.00) per hour. Services provided by CONTRACTOR after business hours shall be billed to the COUNTY at an hourly rate of one hundred forty dollars ($140.00) per hour with a one hour billable minimum. Payments made pursuant to this Paragraph 7 shall be in addition to the sum specified in Paragraph 2. Nothing in this provision affects CONTRACTOR'S obligations under this Agreement to represent juvenile defendants charged with a criminal offense in Mariposa Superior Court.

8. CONTRACTOR shall be a member of the California State Bar in good standing at all times during the term of this Agreement.

9. CONTRACTOR shall maintain a telephone answering service or device for the taking of telephone messages during non-business hours.

10. In-custody clients shall be interviewed within thirty-six (36) hours of CONTRACTOR'S appointment. Out-of-custody clients shall be interviewed within seventy-two (72) hours of CONTRACTOR'S appointment.

11. The Superior Court shall develop eligibility guidelines for the purpose of determining an individual's financial eligibility for indigent representation. CONTRACTOR shall obtain from each and every person he/she is appointed to represent, a completed questionnaire verifying the person's eligibility for indigent representation services. Failure to perform this requirement shall constitute a material breach of this Agreement.

12. In performing the duties herein specified, CONTRACTOR is and shall be an independent contractor and not an employee of COUNTY. CONTRACTOR will be responsible to COUNTY for only the good faith performance of this Agreement in conformity with the Rules of Professional Conduct of the State Bar of California and not for the specific manner in which his/her duties are

Attachment: Michael McAfee Legal Services Agreement 2022-2025 (RES-2022-338 : Agreement for Indigent Defense Legal Services - Michael

performed or his/her professional judgment exercised. Because each CONTRACTOR is an independent contractor, it shall be his/her sole and absolute responsibility to comply with all federal, state, and local statutes, regulations and ordinances respecting this Agreement.

13. The parties recognize that ethics considerations, such as those set forth in the Rules of Professional Conduct, may prohibit CONTRACTOR from accepting some appointments that would otherwise be included within this Agreement. Upon discovery of a conflict of interest or other ethical consideration which precludes further representation, CONTRACTOR shall immediately notify the affected client(s) and move the Superior Court to be relieved as counsel.

14. CONTRACTOR, as an independent contractor, shall be solely responsible for providing all office furniture, equipment, supplies, secretaries, clerks, attorneys, and other persons necessary to perform this Agreement, including any professional education and expenses, except investigators and experts. Funding for any investigator or expert will be subject to prior to approval by the Superior Court on a case-by-case basis.

15. CONTRACTOR hereby agrees to individually indemnify and hold COUNTY, its officers and its employees absolutely harmless from any and all liability, cost, or expense whatsoever arising out of, or pertaining to, this Agreement and shall defend at no cost to COUNTY or COUNTY'S officers or employees, any such action brought against COUNTY, its officers or its employees.

16. During the term of this Agreement, CONTRACTOR shall carry professional liability insurance in a minimum amount of $1,000,000, insuring CONTRACTOR against all claims arising out of CONTRACTOR'S services performed hereunder. CONTRACTOR shall provide COUNTY with proof of insurance required herein upon execution of this Agreement by CONTRACTOR and annually thereafter.

17. CONTRACTOR shall notify COUNTY, in writing, within ten (10) working days of receipt by CONTRACTOR of a claim or allegation of ineffective representation by CONTRACTOR arising out of services provided hereunder by CONTRACTOR.

18. Upon the termination of this Agreement, CONTRACTOR shall cooperate fully with COUNTY and with such persons as may be designated by COUNTY to succeed CONTRACTOR in order to effect the orderly transition of legal services from CONTRACTOR to his or her successors. The cooperation specified in this paragraph includes, but is not limited to, the releasing of such files, papers and records as may be required to carry out the provisions of this Agreement and any subsequent agreement with successor contractors and to ensure the continued adequate legal representation of persons eligible for the services herein set forth.

19. CONTRACTOR shall maintain all files and records for each case for which services are provided under this Agreement for at least ten (10) years following the last date CONTRACTOR rendered services pursuant to this Agreement, unless such files are assigned to successor counsel. CONTRACTOR shall have access to his/her files as necessary. Neither the COUNTY nor any other person or entity shall be permitted access to any such files without the written consent of CONTRACTOR or court order. Prior to closing each case, CONTRACTOR shall notify the client of the requirements of this clause.

Attachment: Michael McAfee Legal Services Agreement 2022-2025 (RES-2022-338 : Agreement for Indigent Defense Legal Services - Michael

Attachment: Michael McAfee Legal Services Agreement 2022-2025 (RES-2022-338 : Agreement for Indigent Defense Legal Services - Michael

20. CONTRACTOR shall provide for the maintenance of quality representation of indigent defendants consistent with constitutional and professional standards. In California, the benchmark adopted test for determining competency of counsel in criminal cases is that of a reasonably competent attorney acting as a diligent, conscientious advocate. (*People v. Pope*, 23 Cal.3d 412 [1979]). CONTRACTOR agrees to provide competent legal services in conformity with the above standard, or with standards as modified by more recent legislation or case law. Specifically, the following duties and responsibilities of counsel as set forth in prior court decisions and professional standards will be observed. These include:

A. Duty of careful factual and legal investigation. (See *People v. Ibarra*, 60 Cal.2d 460 [1963] regarding duty to research the law and raise settled objections; *In re Saunders*, 2 Cal.2d 1033 [1970] regarding duty to investigate medical reports and conduct psychiatric examinations to support a diminished capacity defense; and ABA Standards on the Defense Function [hereinafter referred to as "ABA Standards"] Section 4.1.)
B. Duty to take prompt action to protect a client's legal rights. (See ABA Standards, Section 3.6a [including procedural steps such as moving for pretrial release, obtaining psychiatric examination, moving for change of venue or continuance, suppression of illegally obtained evidence, severance from jointly charged defendants, or dismissal].)
C. Duty to keep the client informed. (See ABA Standards, Section 3.8.)
D. Duty to prepare for jury selection, examination of witnesses, submission of instructions and presentation of argument at trial. (See ABA Standards, Section 7.2(a) and 7.2(b).)
E. Duty to know and explore sentencing alternatives. (See ABA Standards, Section 8.1(b).)
F. Duty to advise concerning appeals. (See ABA Standards, Section 8.2(a).)
G. Duty not to accept more cases than can be competently handled. (See *Martin v. State Bar*, 20 Cal.3d 717 [1978].)
H. Duty not to handle a legal matter which the lawyer knows or should know that he/she is not competent to handle. (See ABA Code of Professional Responsibility, Canon 6, Disciplinary Rule No. 6-101 (a).)
I. Duty to maintain client confidences and secrets.

21. The fees of attorneys appointed to represent persons who CONTRACTOR cannot represent because of conflict of interest shall not constitute a charge against sums to which CONTRACTOR is otherwise entitled pursuant to this Agreement. CONTRACTOR shall not decline to represent any eligible person except for a conflict of interest or disqualification recognized by the Superior Court.

22. All matters to which CONTRACTOR has been appointed prior to the termination of this Agreement shall be completed by CONTRACTOR notwithstanding the termination of this Agreement. CONTRACTOR acknowledges that services rendered by CONTRACTOR to complete matters pending at the termination of this Agreement shall not entitle CONRACTOR to any fees beyond the annual payment due CONTRACTOR pursuant to Paragraph 2 above.

23. COUNTY may terminate this Agreement upon a thirty (30) day written notice in the event of a breach by CONTRACTOR of any of the terms and conditions contained in this Agreement. COUNTY may further terminate this Agreement without cause if the Board of Supervisors determines in any budgetary cycle

that it is unable to fund this Agreement in its budget period. This provision is intended to comply with Article XVI, Section 18 of the Constitution of the State of California.

24. COUNTY and CONTRACTOR shall meet at least annually to review CONTRACTOR's performance and any other relevant matters related to this agreement.

25. COUNTY may terminate this Agreement at any time by providing a notice in writing to CONTRACTOR that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by CONTRACTOR. If the Agreement is so terminated, the CONTRACTOR shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

26. In the event CONTRACTOR ceases to perform services hereunder or is removed by COUNTY, COUNTY shall replace CONTRACTOR with a qualified attorney.

27. Should any clause, paragraph or language in this Agreement be held to be void, unenforceable, or unconstitutional, such clause, paragraph or language shall be stricken from this Agreement and the remainder of this Agreement shall continue in full force and effect the same as if such clause, paragraph or language had never been contained herein.

28. Neither this Agreement nor any of the rights, obligations or duties specified herein shall be assigned, transferred or delegated to any person without prior written consent of COUNTY. CONTRACTOR shall neither assign nor transfer any interest in or to the proceeds of this Agreement. Any assignment, transfer or delegation in violation of this paragraph shall be void.

29. This Agreement may not be modified or amended except by a written agreement signed by parties hereto.

30. Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated either in the Superior Court of California, County of Mariposa, or in the United States District Court for the Eastern District of California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

31. This Agreement constitutes the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter thereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understanding of any nature whatsoever unless expressly included in this Agreement.

32. Any notices herein provided to be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid and addressed as follows:

COUNTY: County of Mariposa
County Administrative Officer
P.O. Box 784

Attachment: Michael McAfee Legal Services Agreement 2022-2025 (RES-2022-338 : Agreement for Indigent Defense Legal Services - Michael

Mariposa, CA 95338

CONTRACTOR: Michael McAfee
3070 M St. Ste. 10
Merced, CA 95348

Nothing herein shall preclude the giving of any notice by personal service.

33. While some of the duties of CONTRACTOR hereunder would be the duties of a public defender in a county served by a public defender, all parties hereto understand and agree that CONTRACTOR is not a public defender as described in California Government Code §27700, et seq.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year below written.

COUNTY OF MARIPOSA:

_____ DATE: _____
Rosemarie Smallcombe, Chair
Board of Supervisors

APPROVED AS FORM:

_____
STEVEN W. DAHLEM
County Counsel

COUNTERSIGNED:
(Government Code 25103)

_____
Keith Williams
Interim Clerk of the Board

CONTRACTOR:

_____ DATE: _____
Michael McAfee
Attorney at Law

Attachment: Michael McAfee Legal Services Agreement 2022-2025 (RES-2022-338 : Agreement for Indigent Defense Legal Services - Michael

EXHIBIT 'A'
Attachment 1

1. Represent all persons whom the Superior Court has deemed indigent and who are charged with the commission of any felony (except capital cases) or misdemeanor when appointed by a Judge of the Mariposa County Superior Court ("Indigent Persons").

2. Represent juveniles and parents (including de facto parents) in Welfare and Institutions Code Section 300 juvenile dependency proceedings and provide juvenile dependency caseload reports to the Superior Court on a monthly basis.

3. Represent juveniles in Welfare and Institutions Code Section 600 juvenile delinquency proceedings.

4. Represent all persons requesting counsel and for whom counsel is appointed under Division 4 (Section 1400 et seq.) of the Probate Code (Guardianships and Conservatorships).

5. Represent all persons requesting counsel and for whom counsel is appointed under Division 5, Part 1(Section 5000 et seq.) of the Welfare and Institutions Code (Lanterman-Petris-Short Act Conservatorships).

6. Represent all Indigent Persons in pretrial extraordinary writs and appeals to the Superior Court, provided that CONTRACTOR may decline appellate appointments when he/she has represented the client in related trial court proceedings. CONTRACTOR will in all cases assist client in perfecting client's right to appeal.

7. Represent all Indigent Persons before the Superior Court for violations of probation, post release community supervision, mandatory supervision, and parole violations. CONTRACTOR shall not be required to represent persons in proceedings for modification of conditions of probation without the Superior Court's consent.

8. Represent all Indigent Persons in Drug Court and in Behavioral Health Court as requested by the Superior Court.

Attachment: Michael McAfee Legal Services Agreement 2022-2025 (RES-2022-338 : Agreement for Indigent Defense Legal Services - Michael

MARIPOSA COUNTY

Administration/Technical Services · 966-3222

RESOLUTION - ACTION REQUESTED 2022-339

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Agreement with Tangent for Renewal of Microsoft 365 Licenses

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RECOMMENDATION AND JUSTIFICATION:
Approve the Renewal Agreement with Tangent for Microsoft 365 Licenses, in an Amount Not to Exceed $137,580, with a Term of July 5, 2022 through July 4, 2023; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Microsoft 365 suite is the official productivity platform for Mariposa County. An active license is required for each user and the subscription is renewed annually. The solution provides the many of the applications used throughout the county to conduct business (email, word processing, spreadsheets, etc.).

Microsoft 365 has been tremendously valuable for staff, particularly as we struggle with a new normal in terms of teleworking and flex schedules. This is a terrific step in ensuring we maintain and improve productivity and community services in our constantly changing world.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The board routinely reviews and approves contracts of this size and scope.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff would return to server-based, computer-specific mechanisms of document generation, storage, and communication.

FINANCIAL IMPACT:
The budget for this contract is included in the FY22 budget.

ATTACHMENTS:
Agreement with Tangent for Renewal of Microsoft 365 Licenses (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

REF ID# 13058

tangent

Terms and Conditions

These Terms & Conditions (this "Terms", "Conditions", "Agreement") is between Tangent Computers, Corporation ("Tangent", "Us", "Company", "Tangent Inc.") and the individual or entity that has executed this Agreement ("You"). This Agreement sets forth the terms and conditions that govern orders placed by You for Services under this Agreement. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to the terms and conditions of this agreement and, in such event, "you" and "your" as used in this agreement shall refer to such entity. If you do not have such authority, or if you or such entity do not agree to the terms and conditions of this agreement, you may not use the services.

Terms & Services. These conditions are valid for the order which these condition accompany. Services provided under this Agreement shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with this Agreement or the order. If stated in the Service Specifications, certain Cloud Services that are ordered will Auto Renew for additional Services Periods unless (i) You provide Tangent with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intention not to renew such Cloud Services, or (ii) Tangent provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew such Cloud Services.

Upon the end of the Services, You no longer have rights to access or use the Services, including the associated Tangent Programs and Services Environments; however, at Your request, and for a period of up to 60 days after the end of the applicable Services Period, Tangent will make available Your Content and Your Applications then in the Services Environment for the purpose of retrieval by You. At the end of such 60 day period, and except as may be required by law, Tangent will delete or otherwise render inaccessible any of Your Content and Your Applications that remain in the Services Environment.

Tangent may temporarily suspend Your password, account, and access to or use of the Services if You or Your Users violate any provision within the 'Rights Granted', 'Ownership and Restrictions', 'Fees and Taxes', 'Use of the Services', or 'Export' sections of this Agreement, or if in Tangent's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality. Tangent will provide advance notice to You of any such suspension in Tangent's reasonable discretion based on the nature of the circumstances giving rise to the suspension. Tangent will use reasonable efforts to re-establish the affected Services promptly after Tangent determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured; however, during any suspension period, Tangent will make available to You Your Content and Your Applications as existing in the Services Environment on the date of suspension. Tangent may terminate the Services under an order if any of the foregoing causes of suspension is not cured within 30 days after Tangent's initial notice thereof. Any suspension or termination by Tangent under this paragraph shall not excuse You from Your obligation to make payment(s) under this Agreement.

Fees. All fees payable to Tangent are due on the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that Tangent must pay based on the Services You ordered, except for taxes based on Tangent's income. All Fees for Services are listed in ANNEX A or in the preceding order form.

Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

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Terms and Conditions

New Licenses and Additions for Customers Billed Monthly. New licenses and additions will be prorated for the days remaining in the current month & include charges for the following month on the next invoice sent on the invoice date of the following month. Ex. "Your next invoice date is June 1. You place an order on May 15, Your June 1 invoice will be for the last 16 days of May, plus all of June."

New Licenses and Additions for Customers Billed Annually. New licenses and additions will be prorated for the days remaining on the annual agreement and customers will be invoiced within 5 business days. Ex. "Your annual agreement is due to renew on December 15st. You place an order on May 15, You will be invoiced for the remaining 214 days of the annual agreement."

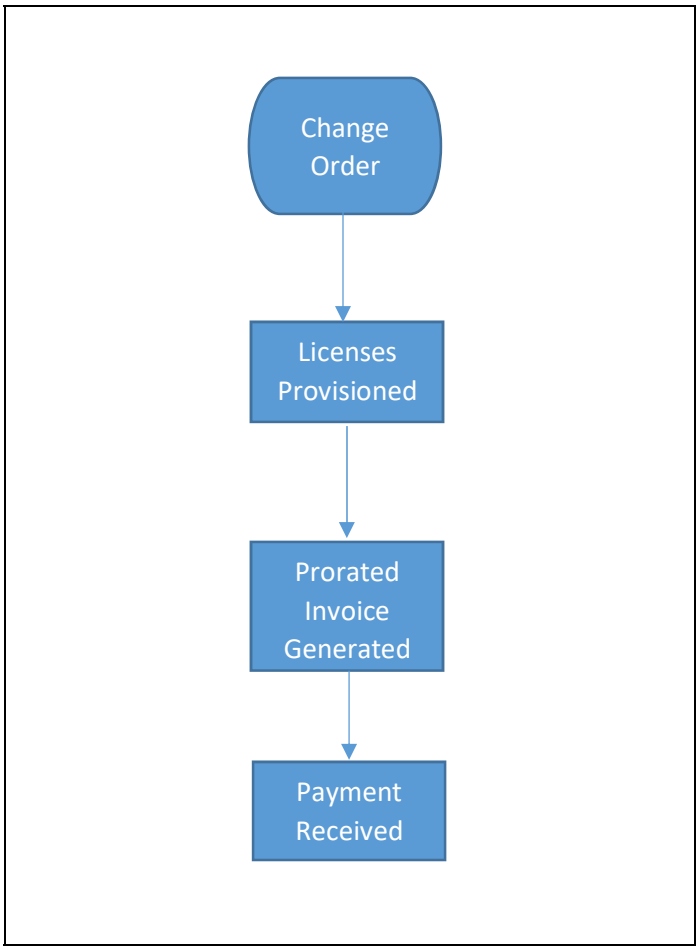
New Licenses and Additions for Customers Billed Quarterly. New licenses and additions will be prorated for the days remaining on the quarterly agreement and customers will be invoiced within 5 business days. Ex. "Your quarterly agreement is due to renew on March 31st. You place an order on March 1, You will be invoiced for the remaining 31 days of the quarterly agreement."

Changes to services. Any change to your invoice will reflect a proration on a daily basis.

- **Upgrades**: You Are allowed & will be prorated based the numbers of days remaining in the agreement for the price difference between the old SKU and the new SKU
- **Downgrades**: You Are allowed but you will not be credited back the difference in the plans. Charges for the new SKU will reflect on the next invoice.
- **Adding licenses**: You are permitted to add licenses mid-way through the agreement. Invoices will be prorated to the remaining days of the agreement.

Non-Payment and Service Shut Off. Services invoiced are subject to shut-off if the associated invoice is left unpaid over 30 days past the invoice due date.

Change Order Process Overview.



Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

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Termination. You can cancel an agreement contract at any point in time. NO partial credits will be issued for cancelations. Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Sites and to order, receive and use the Services, at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

If either party breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order under which the breach occurred.

If Tangent terminates the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.

Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

Rights Granted. For the duration of the Service Period and subject to Your payment obligations, and except as otherwise set forth in this Agreement or Your order, You have the non-exclusive, non-assignable, royalty free, worldwide limited right to access and use the Services that You ordered, including anything developed by Tangent and delivered to You as part of the Services, solely for Your internal business operations and subject to the terms of this Agreement and Your order, including the Service Specifications. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users' compliance with this Agreement and the order. You do not acquire under this Agreement any right or license to use the Services, including the Tangent Programs and Services Environment, in excess of the scope and/or duration of the Services stated in Your order. Upon the end of the Services ordered, Your right to access and use the Services will terminate.

To enable Tangent to provide You and Your Users with the Services, You grant Tangent the right to use, process and transmit, in accordance with this Agreement and Your order, Your Content and Your Applications for the duration of the Services Period plus any additional post-termination period during which Tangent provides You with access to retrieve an export file of Your Content and Your Applications. If Your Applications include third party programs, You acknowledge that Tangent may allow providers of those third party programs to access the Services Environment, including Your Content and Your Applications, as required for the interoperation of such third party programs with the Services. Tangent will not be responsible for any use, disclosure, modification or deletion of Your Content or Your Applications resulting from any such access by third party program providers or for the interoperability of such third party programs with the Services.

Except as otherwise expressly set forth in Your order for certain Cloud Services offerings (e.g., a private cloud hosted at Your facility), You acknowledge that Tangent has no delivery obligation for Tangent Programs and will not ship copies of such programs to You as part of the Services.

Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

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The Services may contain or require the use of Separately Licensed Third Party Technology. You are responsible for complying with the Separate Terms specified by Tangent that govern Your use of Separately Licensed Third Party Technology. Tangent may provide certain notices to You in the Service Specifications, Program Documentation, readme or notice files in connection with such Separately Licensed Third Party Technology. The third party owner, author or provider of such Separately Licensed Third Party Technology retains all ownership and intellectual property rights in and to such Separately Licensed Third Party Technology.

As part of certain Cloud Services offerings, Tangent may provide You with access to Third Party Content within the Services Environment. The type and scope of any Third Party Content is defined in the Service Specifications applicable to Your order. The third party owner, author or provider of such Third Party Content retains all ownership and intellectual property rights in and to that content, and Your rights to use such Third Party Content are subject to, and governed by, the terms applicable to such content as specified by such third party owner, author or provider.

Ownership and Restrictions. You retain all ownership and intellectual property rights in and to Your Content and Your Applications. Tangent or its licensors retain all ownership and intellectual property rights to the Services, including Tangent Programs and Ancillary Programs, and derivative works thereof, and to anything developed or delivered by or on behalf of Tangent under this Agreement.

You may not, and may not cause or permit others to: a) remove or modify any program markings or any notice of Tangent's or its licensors' proprietary rights; b) make the programs or materials resulting from the Services (excluding Your Content and Your Applications) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Services You have acquired); c) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the Services (the foregoing prohibitions include but are not limited to review of data structures or similar materials produced by programs) unless required to be permitted by law for interoperability, or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to Tangent; d) perform or disclose any benchmark or performance tests of the Services, including the Tangent Programs; e) perform or disclose any of the following security testing of the Services Environment or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and f) license, sell, rent, lease, transfer, assign, distribute, host, outsource, permit timesharing or service bureau use, or otherwise commercially exploit or make available the Services, Tangent Programs, Ancillary Programs, Services Environments or Tangent materials to any third party, other than as expressly permitted under the terms of the applicable order.

Use of the Services. You are responsible for identifying and authenticating all Users, for approving access by such Users to the Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating Your and Your Users' usernames, passwords and accounts with Tangent, You accept responsibility for the confidentiality and timely and proper termination of user records in Your local (intranet) identity infrastructure or on Your local computers. Tangent is not responsible for any harm caused by Your Users, including individuals who were not authorized to have access to the Services but who were able to gain access because

Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

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usernames, passwords or accounts were not terminated on a timely basis in Your local identity management infrastructure or Your local computers. You are responsible for all activities that occur under Your and Your Users' usernames, passwords or accounts or as a result of Your or Your Users' access to the Services, and agree to notify Tangent immediately of any unauthorized use. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.

You agree not to use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Your Content, Your Applications and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Tangent under this Agreement, Tangent reserves the right, but has no obligation, to take remedial action if any material violates the restrictions in the foregoing sentence (the "Acceptable Use Policy"), including the removal or disablement of access to such material. Tangent shall have no liability to You in the event that Tangent takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Content and Your Applications. You agree to defend and indemnify Tangent against any claim arising out of a violation of Your obligations under this section.

You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Services, including for the Tangent Programs, as such Patches are generally released by Tangent as described in the Service Specifications. Tangent is not responsible for performance or security issues encountered with the Cloud Services that result from Your failure to accept the application of Patches that are necessary for the proper function and security of the Services. Except for emergency or security related maintenance activities, Tangent will coordinate with You the scheduling of application of Patches, where possible, based on Tangent's next available standard maintenance window.

Non-disclosure. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). We each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential information shall be limited to the terms and pricing under this Agreement, Your Content and Your Applications residing in the Services Environment, and all information clearly identified as confidential at the time of disclosure.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Tangent will hold Your Confidential Information

Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

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Terms and Conditions

that resides within the Services Environment in confidence for as long as such information resides in the Services Environment. We each may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Tangent will protect the confidentiality of Your Content or Your Applications residing in the Services Environment in accordance with the Tangent security practices defined as part of the Service Specifications applicable to Your order. In addition, Your Personal Data will be treated in accordance with these terms below. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders placed under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law.

Data Protection. In performing the Services, Tangent will comply with the Tangent Services Privacy Policy and incorporated herein by reference. The Tangent Services Privacy Policy is subject to change at Tangent's discretion; however, Tangent policy changes will not result in a material reduction in the level of protection provided for Your Personal Data provided as part of Your Content during the Services Period of Your order. You agree to provide any notices and obtain any consents related to Your use of the Services and Tangent's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

The Service Specifications applicable to Your order define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services Environment, and describe other aspects of system management applicable to the Services. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your Content or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data. You may not provide Tangent access to health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless specified in Your order.

Third Party Web Sites, Content, Products and Services. The Services may enable You to link to, transmit Your Content to, or otherwise access, other Web sites, content, products, services, and information of third parties. Tangent does not control and is not responsible for such Web sites or any such content, products, services and information accessible from or provided through the Services, and You bear all risks associated with access to and use of such Web sites and third party content, products, services and information.

Any Third Party Content made accessible by Tangent in or through the Services Environment is provided on an "as-is" and "as available" basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and You acknowledge that Tangent is not responsible for and under no obligation to control, monitor or correct Third Party Content; however, Tangent reserves the right to take remedial action if any such content violates applicable restrictions under this Agreement, including the removal of, or disablement of access to, such content.

You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a "Third

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tangent

Terms and Conditions

Party Service"), depend on the continuing availability of such third parties' respective application programming interfaces (APIs) for use with the Services. Tangent may update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Tangent in its sole discretion, Tangent may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their availability or unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes. Any Third Party Content that You store in Your Services Environment will count towards any storage or other allotments applicable to the Cloud Services that You ordered.

Services Tools and Ancillary Programs. Tangent may use tools, scripts, software, and utilities (collectively, the "Tools") to monitor and administer the Services and to help resolve Your Tangent service requests. The Tools will not collect or store any of Your Content or Your Applications residing in the Services Environment, except as necessary to provide the Services or troubleshoot service requests or other problems in the Services. Information collected by the Tools (excluding Your Content and Your Applications) may also be used to assist in managing Tangent's product and service portfolio, to help Tangent address deficiencies in its product and service offerings, and for license and Services management. As part of the Cloud Services, Tangent may provide You with on-line access to download certain Ancillary Programs for use with the Services. If Tangent does not specify separate terms for such Ancillary Programs, then, subject to Your payment obligations, You have the non-exclusive, non-assignable, royalty free, worldwide limited right to use such Ancillary Programs solely to facilitate Your access to, operation of, and/or use of the Services Environment, subject to the terms of this Agreement and Your order, including the Services Specifications. Your right to use such Ancillary Programs will terminate upon the earlier of Tangent's notice (which may be through posting on a URL designated by Tangent), the end of the Cloud Services associated with the Ancillary Programs, or the date on which the license to use the Ancillary Programs ends under the Separate Terms specified for such programs.

Service Analyses. Tangent may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Tangent may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual, and Service Analyses do not constitute Personal Data. Tangent retains all intellectual property rights in Service Analyses.

Export. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. You agree that such export laws govern Your use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be

Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

tangent

Terms and Conditions

exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You acknowledge that the Cloud Services are designed with capabilities for You and Your Users to access the Services Environment without regard to geographic location and to transfer or otherwise move Your Content and Your Applications between the Services Environment and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts, as well as export control and geographic transfer of Your Content and Your Applications.

Third Party consent. You shall obtain at Your sole expense any rights and consents from third parties necessary for Your Content, Your Applications, and Third Party Content, as well as other vendor's products provided by You that You use with the Services, including such rights and consents as necessary for Tangent to perform the Services under this Agreement. You agree to provide Tangent with all information, access and full good faith cooperation reasonably necessary to enable Tangent to provide the Services and You will perform the actions identified in Your order as Your responsibilities.

Government Rules, Regulation, and Compliance. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services. You are responsible for making Tangent aware of any technical requirements that result from Your regulatory obligations prior to entering into an order governed by this Agreement. Tangent will cooperate with Your efforts to determine whether use of the standard Tangent Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Tangent or changes to the Services.

Audit. Tangent may audit Your use of the Services (e.g., through use of software tools) to assess whether Your use of the Services is in accordance with Your order and the terms of this Agreement. You agree to cooperate with Tangent's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, Tangent can end Your Services and/or Your order. You agree that Tangent shall not be responsible for any of Your costs incurred in cooperating with the audit.

Assignment. You may not assign this Agreement or give or transfer the Services (including the Tangent Programs) or an interest in them to another individual or entity. Additionally no provision shall be construed to grant rights You may otherwise not have with respect to Separately Licensed Third Party Technology licensed under open source or similar license terms.

No Joint Venture. Tangent is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. You understand that Tangent's business partners and other third parties, including any third party firms retained by You to provide consulting or implementation services or applications that interact with the Cloud Services, are independent of Tangent and are not Tangent's agents. Tangent is not liable for, bound by, or responsible for any problems with the Services arising due to, any acts of any such business partner or third party, unless the business partner or third party is providing Services as an Tangent subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Tangent

Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

tangent

Terms and Conditions

would be responsible for Tangent resources under this Agreement.

Warranties, Disclaimer, and Limitation Of Liability. Tangent warrants that it will perform (i) Services in all material respects as described in the Service Specifications Annex A or preceding order form, and (ii) Professional Services in a professional manner in accordance with the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to Tangent that describes the deficiency in the Services (including, as applicable, the service request number notifying Tangent of the deficiency in the Services).

TANGENT DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT TANGENT WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY TANGENT, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT TANGENT DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. TANGENT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. TANGENT IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD PARTY CONTENT. TANGENT DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT OR SERVICES, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT OR SERVICES.

FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND TANGENT'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF TANGENT CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND TANGENT WILL REFUND TO YOU THE FEES FOR THE TERMINATED SERVICES THAT YOU PRE-PAID TO TANGENT FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARE EXPRESSLY EXCLUDED, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR LIMITATION OF LIABILITY NOTHING IN THIS AGREEMENT SHALL LIMIT TANGENT'S LIABILITY FOR PERSONAL INJURY OR DEATH CAUSED BY THE NEGLIGENCE OF TANGENT, OR TANGENT'S LIABILITY IN THE TORT OF DECEIT. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS

Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

tangent

Terms and Conditions

AGREEMENT), DATA, OR DATA USE. TANGENT'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNTS ACTUALLY PAID TO TANGENT FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY YOU FROM TANGENT UNDER SUCH ORDER.

Indemnification. Subject to the terms of this Section 14 (Indemnification), if a third party makes a claim against either You or Tangent ("Recipient" which may refer to You or Tangent depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or Tangent ("Provider" which may refer to You or Tangent depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following: a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law); b. gives the Provider sole control of the defense and any settlement negotiations; and c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Tangent's ability to meet its obligations under the relevant order, then Tangent may, at its option and upon 30 days prior written notice, terminate the order.

The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient, or continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, service, data, hardware or material not furnished by the Provider. Tangent will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or Services not provided by Tangent. Tangent will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible to You within or from the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, etc.). Tangent will not indemnify You for infringement caused by Your actions against any third party if the Services as delivered to You and used in accordance with the

Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

tangent

Terms and Conditions

terms of this Agreement would not otherwise infringe any third party intellectual property rights. Tangent will not indemnify You for any intellectual property infringement claim(s) known to You at the time Services rights are obtained.

The term "Material" defined above does not include Separately Licensed Third Party Technology. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use the Cloud Services and that is used: (a) in unmodified form; (b) as part of or as required to use the Cloud Services; and (c) in accordance with the usage grant for the relevant Cloud Services and all other terms and conditions of this Agreement, Tangent will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Tangent is required to provide infringement indemnification for Materials under the terms of the Agreement.

Notice; Informal Dispute Resolution. You and Tangent agree that each party will notify the other party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to Tangent shall be sent by certified mail or courier to 191 Airport Boulevard Burlingame, CA 94010 USA. Your notice must include (a) your name, postal address, telephone number, the email address you use or used for your Tangent account and, if different, an email address at which you can be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that you are seeking. Our notice to you will be sent electronically in accordance with this agreement and will include (x) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (y) a description in reasonable detail of the nature or basis of the Dispute, and (z) the specific relief that we are seeking. If you and Tangent cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either you or Tangent may, as appropriate and in accordance with this Section, commence an arbitration proceeding or, to the extent specifically provided for or, file a claim in court.

Process. EXCEPT FOR DISPUTES ARISING OUT OF OR RELATED TO A VIOLATION OF SECTION OR DISPUTES IN WHICH EITHER PARTY SEEKS TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT OR SEEKS INJUNCTIVE OR OTHER EQUITABLE RELIEF FOR THE ALLEGED UNLAWFUL USE OF INTELLECTUAL PROPERTY, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS, TRADEMARKS, TRADE NAMES, LOGOS, TRADE SECRETS OR PATENTS, YOU AND TANGENT AGREE THAT ANY DISPUTE MUST BE COMMENCED OR FILED BY YOU OR TANGENT WITHIN ONE (1) YEAR OF THE DATE THE DISPUTE AROSE, OTHERWISE THE UNDERLYING CLAIM IS PERMANENTLY BARRED (WHICH MEANS THAT YOU AND TANGENT WILL NO LONGER HAVE THE RIGHT TO ASSERT SUCH CLAIM REGARDING THE DISPUTE). You and Tangent agree that (a) any arbitration will occur in the State of California, (b) arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services ("JAMS"), which are hereby incorporated by reference, and (c) that the state or federal courts of the State of California and the United States, respectively, have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county of your billing address if the Dispute meets the requirements to be heard in small claims court.

Authority of Arbitrator. As limited by the FAA, these Terms and the applicable JAMS rules, the

Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

tangent

Terms and Conditions

arbitrator will have (a) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (b) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

Rules of Jams. The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by these Terms, you either (a) acknowledge or agree that you have read and understand the rules of JAMS, or (b) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

Opt-Out Right. You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted the terms of this Section by writing to: 191 Airport Boulevard Burlingame, CA 94010 USA. In order to be effective, the-opt out notice must include your full name and clearly indicate your intent to opt out of binding arbitration.

Governing Law and Venue. These Terms, your access to and use of the Sites and your order, receipt and use of the Services shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to conflict of law rules or principles (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the state or federal courts of the State of California and the United States, respectively, sitting in the State of California.

Severability. If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

Miscellaneous. These Terms constitute the entire agreement between you and Tangent relating to your access to and use of the Sites and your order, receipt and use of Services. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Tangent. No waiver of any provision of these Terms will constitute a waiver of such provision in any prior, concurrent or subsequent circumstance, and Tangent's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

Entire Agreement. You agree that these Conditions and the information which is incorporated into this Agreement by written reference (privacy policy) and order form, together is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services. Nothing in this terms excludes or limits Tangent's liability for deceit or fraudulent misrepresentation. It is expressly agreed that the terms of this Agreement and any Tangent order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Tangent document and no terms included in any such purchase order, portal, or other non-

Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

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Terms and Conditions

Tangent document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and these terms, the order shall take precedence. This Agreement and orders hereunder may not be modified and the rights and Cloud restrictions may not be altered or waived except in a writing signed or accepted online through Tangent by authorized representatives of You and of Tangent. No third party beneficiary relationships are created by this Agreement.

Contact Us. In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

TANGENT SOLUTIONS
191 Airport Boulevard
Burlingame, CA 94010
PHONE: (800)342-9388
EMAIL: O365Admins@tangent.com

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Terms and Conditions

Customer Signature			
Organization Name	Mariposa County		
Signatory Name			
Signatory Position			
Signatory Phone			
Signatory E-Mail			
Signature		Date	

Vendor Signature			
Organization Name	Tangent Inc.		
Signatory Name	Michael Waltner		
Signatory Position	Account Manager		
Signatory Phone	650-342-9388 x 2133		
Signatory E-Mail	michaelw@tanegnt.com		
Signature		Date	

Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

Microsoft Volume Licensing

Microsoft Cloud Agreement

US Government Community Cloud

This Microsoft Cloud Agreement is incorporated into the Customer Agreement and entered into between the customer who is a Community member ("Customer") and the person or entity who has entered into a prime contract with the Customer ("Contractor") as an addendum and governs Customer's use of the Microsoft Products. It consists of the terms and conditions below, Use Rights, SLA, and all documents referenced within those documents (together, the "agreement"). It is effective on the date that the Contractor provisions the Customer's Subscription. Key terms are defined in Section 13.

1. Grants, rights and terms.

All rights granted under this agreement are non-exclusive and non-transferable and apply as long as neither Customer nor any of its Affiliates is in material breach of this agreement.

a. **Software.** Upon acceptance of each order, Microsoft grants Customer a limited right to use the Software in the quantities ordered.

(i) ***Use Rights.*** The Use Rights in effect when Customer orders Software will apply to Customer's use of the version of the Software that is current at the time. For future versions and new Software, the Use Rights in effect when those versions and Software are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless Customer chooses to have those changes apply.

(ii) ***Temporary and perpetual licenses.*** Licenses available on a subscription basis are temporary. For all other licenses, the right to use Software becomes perpetual upon payment in full.

b. ***Online Services.*** Customer may use the Online Services as provided in this agreement.

(i) ***Online Services Terms.*** The Online Services Terms in effect when Customer orders or renews a Subscription to an Online Service will apply for the applicable Subscription term. For Online Services that are billed periodically based on consumption, the Online Services Terms current at the start of each billing period will apply to usage during that period.

(ii) ***Suspension.*** Microsoft may suspend use of an Online Service during Customer's violation of the Acceptable Use Policy or failure to respond to a claim of alleged infringement. Microsoft will give Customer notice before suspending an Online Service when reasonable.

(iii) ***End Users.*** Customer controls access by End Users, and is responsible for their use of the Product in accordance with this agreement. For example, Customer will ensure End Users comply with the Acceptable Use Policy.

(iv) ***Customer Data.*** Customer is solely responsible for the content of all Customer Data. Customer will secure and maintain all rights in Customer Data necessary for Microsoft to provide the Online Services to Customer without violating the rights of any third party or otherwise obligating Microsoft to Customer or to any third party. Microsoft does not and will not assume any obligations with respect to Customer Data or to Customer's use of the Product other than as expressly set forth in this agreement or as required by applicable law.

(v) ***Responsibility for your accounts.*** Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with Customer's use of the Online Services. Customer must promptly notify customer support about any possible misuse of Customer's accounts or authentication credentials or any security incident related to the Online Services.

c. ***License transfers.*** License transfers are not permitted, except that Customer may transfer only fully-paid perpetual licenses to (1) an Affiliate or (2) a third party, solely in connection with the transfer of hardware or employees to whom the licenses have been assigned to the third party as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer and its Affiliates must uninstall and discontinue using the licensed Product and render any copies unusable. Attempted license transfers that do not comply with this agreement are void.

d. ***Reservation of rights.*** Products are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

e. ***Restrictions.*** Customer may use the Product only in accordance with this agreement. Customer may not (and is not licensed to): (1) reverse engineer, decompile or disassemble any Product or Fix, or attempt to do so; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters Customer's use of the Online Services. Except as expressly permitted in this agreement or Product documentation, Customer may not distribute, sublicense, rent, lease, lend, resell or transfer and Products, in whole or in part, or use them to offer hosting services to a third party.

f. ***Preview releases.*** Microsoft may make Previews available. **Previews are provided "as-is," "with all faults," and "as-available," and are excluded from the SLA and all limited warranties provided in this agreement.** Previews may not be covered by customer support. Previews may be subject to reduced or different security, compliance, and privacy commitments, as further explained in the Online Services Terms and any additional notices provided with the Preview. Microsoft may change or discontinue Previews at any time without notice. Microsoft also may choose not to release a Preview into "General Availability."

g. ***Verifying compliance for Products.***

(i) ***Right to verify compliance.*** Customer must keep records relating to all use and distribution of Products by Customer and its Affiliates. Microsoft has the right, at its expense, to verify compliance with the Products' license terms. Customer must promptly provide any information reasonably requested by the independent auditors retained by Microsoft in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products that Customer hosts, sublicenses, or distributes to third parties. Customer agrees to complete Microsoft's self-audit process, which Microsoft may request as an alternative to a third party audit.

(ii) ***Remedies for non-compliance.*** If verification or self-audit reveals any unlicensed use of Products, then within 30 days Customer must order sufficient licenses to cover its use. If unlicensed use or distribution is 5% or more, the Customer may be completely responsible for the costs Microsoft has incurred in verification, to the extent permitted by 31 U.S.C. § 1341 (Anti-Deficiency Act) and other applicable Federal law or similar state law (as applicable). The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. Notwithstanding the foregoing, nothing in this section prevents the Customer from disputing any invoice in accordance with the Contract Disputes Act (41 U.S.C. §§7101-7109), if and as applicable. If there is no unlicensed use, Microsoft will not subject Customer to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other legal means.

(iii) ***Verification process.*** Microsoft will notify Customer at least 30 days in advance of its intent to verify Customers' compliance with the license terms for the Products Customer and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not unreasonably interfere with Customer's operations.

2. ***Subscriptions, ordering.***

a. ***Available Subscription offers.*** The Subscription offers available to Customer will be established by the Customer Agreement and generally can be categorized as one or a combination of the following:

(i) ***Online Services Commitment Offering.*** Customer commits in advance to purchase a specific quantity of Online Services for use during a Term and to pay upfront or on a periodic basis for continued use of the Online Service.

(ii) ***Consumption Offering (also called Pay-As-You-Go).*** Customer pays based on actual usage with no upfront commitment.

(iii) ***Limited Offering.*** Customer receives a limited quantity of Online Services for a limited term without charge (for example, a free trial) or as part of another Microsoft offering (for example, MSDN). Provisions in this agreement with respect to the SLA and data retention may not apply.

(iv) ***Software Commitment Offering.*** Customer commits in advance to purchase a specific quantity of Software for use during a Term and to pay upfront or on a periodic basis for continued use of the Software. ***b. Ordering.***

(i) Orders must be placed through the Contractor. Customer may place orders for its Affiliates under this agreement and grant its Affiliates administrative rights to manage the Subscription, but, Affiliates may not place orders under

Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

this agreement. Customer also may assign the rights granted under Section 1.a and 1.b to a third party for use by that third party in Customer's internal business. If Customer grants any rights to Affiliates or third parties with respect to Software or Customer's Subscription, such Affiliates or third parties will be bound by this agreement

and Customer agrees to be jointly and severally liable for any actions of such Affiliates or third parties related to their use of the Products.

(ii) The Contractor may permit Customer to modify the quantity of Online Services ordered during the Term of a Subscription. Additional quantities of Online Services added to a Subscription will expire at the end of that Subscription.

c. Pricing and payment. Prices for each Product and any terms and conditions for invoicing and payment will be established by the Contractor.

d. Renewal.

(i) Upon renewal of a Subscription, Customer may be required to sign a new agreement, a supplemental agreement or an amendment to this agreement.

(ii) Customer's Subscription will automatically renew unless Customer provides the Contractor notice of its intent not to renew prior to the expiration of the Term.

e. Eligibility for Academic, Government and Nonprofit versions. Customer agrees that if it is purchasing an academic, government or nonprofit offer, Customer meets the respective eligibility requirements listed at the following sites:

(i) For academic offers, the requirements for educational institutions (including administrative offices or boards of education, public libraries, or public museums) listed at www.aka.ms/academiceligibility; ***(ii)*** For government offers, the requirements listed at www.aka.ms/governmenteligibility; and ***(iii)*** For nonprofit offers, the requirements listed at www.aka.ms/nonprofiteligibility.

As an exception to the foregoing, if Customer is not a government entity but has been verified by Contractor to be an eligible member of the Community, then the requirements in (ii) above shall not apply. Microsoft reserves the right to verify eligibility at any time and suspend the Online Service if the eligibility requirements are not met.

f. Taxes. The parties are not liable for any of the taxes of the other party that the other party is legally obligated to pay and which are incurred or arise in connection with or related to the transactions contemplated under this agreement, and all such taxes will be the financial responsibility of the party who is obligated by operation of law to pay such tax.

3. Term, termination.

a. Agreement term and termination. This agreement will remain in effect until the expiration or termination of the Customer Agreement Contract, whichever is earliest.

b. Cancel a Subscription. The Customer Agreement will establish the terms and conditions, if any, upon which Customer may cancel a Subscription.

4. Security, privacy, and data protection.

a. Reseller Administrator Access and Customer Data. Customer acknowledges and agrees that (i) the Contractor will be the primary administrator of the Online Services for the Term and will have administrative privileges and access to Customer Data, however, Customer may request additional administrator privileges from its Contractor; (ii) Customer can, at its sole discretion and at any time during the Term, terminate its Contractor's administrative privileges; (iii) the Contractor's privacy practices with respect to Customer Data or any services provided by the Contractor are subject to the terms of the Customer Agreement and may differ from Microsoft's privacy practices; and (iv) the Contractor may collect, use, transfer, disclose, and otherwise process Customer Data, including personal data. Customer consents to Microsoft providing the Contractor with Customer Data and information that Customer provides to Microsoft for purposes of ordering, provisioning and administering the Online Services.

b. If Customer plans to include criminal justice information or federal tax information with its Customer Data, it is Customer's responsibility to ensure compliance with FBI CJIS Policy, including ensuring that all of Customer's and/or Contractor's employees that will have unencrypted access to Customer Data meet the FBI background check. Customer must contact Contractor to obtain an applicable amendment to this Government Agreement for that purpose.

c. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Customer may choose to provide personal information to Microsoft on behalf of third parties (including your contacts, resellers, distributors, administrators, and employees) as part of this agreement. Customer

Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

will obtain all required consents from third parties under applicable privacy and data protection laws before providing personal information to Microsoft.

d. Additional privacy and security details are in the Online Services Terms. The commitments made in the Online Services Terms only apply to the Online Services purchased under this agreement and not to any services or products provided by the Contractor. If Customer uses software or services that are hosted by a Reseller, that use will be subject to Reseller's privacy practices, which may differ from Microsoft's.

e. As and to the extent required by law, Customer shall notify the individual users of the Online Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by the Contractor or as required by law, and Customer shall obtain the users' consent to the same.

f. Customer appoints the Contractor as its agent for purposes of interfacing with and providing instructions to Microsoft for purposes of this Section 4.

5. Warranties.

a. Limited warranty.

(i) Software. Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date Customer is first licensed for that version. If it does not, and Customer notifies Microsoft within the warranty term, then Microsoft will, at its option, (1) return the price Customer paid for the Software license or (2) repair or replace the Software.

(ii) Online Services. Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are in the SLA. The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. Exclusions. The warranties in this agreement do not apply to problems caused by accident, abuse or use inconsistent with this agreement, including failure to meet minimum system requirements. These warranties do not apply to free or trial products, Previews, Limited Offerings, or to components of Products that Customer is permitted to redistribute.

c. Disclaimer. **Except for the limited warranties above, to the extent not prohibited by applicable law, Microsoft provides no warranties or conditions for Products and disclaims any other express, implied, or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.**

6. Defense of third party claims.

a. By Microsoft. Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted under this agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, as its option, either: (1) modify or replace the Product or fix with a functional equivalent; or (2) terminate Customer's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date.

Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. Customer's agreement. Customer agrees that use of Customer Data or non-Microsoft software Microsoft provides or otherwise makes available on Customer's behalf will not infringe any third party's patent, copyright or trademark or make unlawful use of any third party's trade secret. In addition, Customer will not use an Online Service to gain unauthorized access to or disrupt any service, data, account or network in connection with the use of the Online Services.

c. Rights and remedies in case of possible infringement or misappropriation. If Microsoft reasonably believes that a claim under this section may result in a legal bar prohibiting Customer's use of the Product or Fix, Microsoft will seek to obtain the right for Customer to keep using it or modify or replace it with a functional equivalent, in which case Customer must discontinue use of the prior version immediately. If these options are not commercially reasonable, Microsoft may terminate Customer's right to the Product or Fix and refund any amounts Customer has paid for those rights to Software and Fixes and, for Online Services, any amount paid for a usage period after the termination date.

d. Other terms. Customer must notify Microsoft promptly in writing of a claim subject to this section; give Microsoft sole control over the defense and settlement (provided that for any Federal Agency Customers, the control of the defense

Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

and settlement is subject to 28 U.S.C. 516); and provide reasonable assistance in defending the claim. Microsoft will reimburse Customer for reasonable out of pocket expenses that it incurs in helping. The remedies provided in this section are the exclusive remedies for the claims described in this section.

Notwithstanding the foregoing, and solely with respect to Federal Agency Customers, Microsoft's rights set forth in this section (and the rights of the third party claiming infringement) shall be governed by the provisions of 28 U.S.C. § 1498.

7. ***Limitation of liability.*** For each Product, each party's maximum, aggregate liability to the other under this agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Products during the term of this agreement, subject to the following:

   a. ***Online Services.*** For Online Services, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Online Service during the 12 months before the incident; provided that in no event will Microsoft's aggregate liability for any Online Service exceed the amount paid for that Online Service during the Subscription.

   b. ***Free Products and distributable code.*** For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

   c. ***Exclusions.*** **In no event will either party be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for loss of use, lost profits, revenues, business interruption, or loss of business information, however caused or on any theory of liability.**

   d. ***Exceptions.*** The limits of liability in this section apply to the fullest extent permitted by applicable law, but do not apply to: (1) the parties' obligations under section 6; or (2) violation of the other's intellectual property rights.

   For Customers that are Federal Agencies, this Section shall not impair the Customer's right to recover for fraud or crimes arising out of or related to this agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

8. ***ITAR Covered Services.*** This section applies to only the ITAR Covered Services, defined below, Customer buys subject to this Agreement. These terms ***only apply if*** Customer provides express notice to Microsoft of Customer's intent to manage ITAR controlled data in the Customer Data during the eligibility validation phase of the online application process. ***a. Customer Prerequisites:***

   (i) Customer is responsible for ensuring that the prerequisites established or required by the ITAR are fulfilled prior to introducing ITAR-controlled data into the ITAR Covered Services.

   (ii) Customer acknowledges that the ITAR Covered Services ordered by Customer under this Agreement enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, "add-ons"), as described in services documentation and/or in the portal through which Customer's administrator(s) will manage and configure the ITAR Covered Services.

   (iii) Customer is responsible for reviewing Online Services documentation, configuring the ITAR Covered Services, and adopting and implementing such policies and practices for Customer's End Users' use of ITAR Covered Services, together with any add-ons, as Customer determines are appropriate to comply with the ITAR or other legal or regulatory requirements applicable to Customer and not generally applicable to Microsoft as an IT service provider.

   (iv) Customer acknowledges that only ITAR Covered Services will be delivered subject to the terms of this Section. Processing and storage of ITAR-controlled data in other services, including without limitation add-ons, is not supported. Without limiting the foregoing, data that Customer elects to provide to the Microsoft technical support organization, if any, or data provided by or on Customer's behalf to Microsoft's billing or commerce systems in connection with purchasing or ordering ITAR Covered Services, if any, is not subject to the provisions of this Section. Customer is solely responsible for ensuring that ITAR-controlled data is not included in support information or support case artifacts.

   b. Special Terms.

   (i) ITAR Covered Services. The ITAR Covered Services are cloud services operated in a standardized manner with features and processes common across multiple customers. As part of Customer's preparation to use the ITAR Covered Services for the storage, processing, or transmission of ITAR-controlled data, Customer should review applicable services documentation. Customer's compliance with the ITAR will be dependent, in part, on Customer's configuration of the services and adoption and implementation of policies and practices for

Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

Customer's End Users' use of ITAR Covered Services. Customer is solely responsible for determining the appropriate policies and practices needed for compliance with the ITAR.

c. ***Personnel.*** Microsoft personnel and contractors authorized by Microsoft to access Customer Data (that may include ITAR-controlled data) in the ITAR Covered Services, will be limited to U.S. persons, as that term is defined in the ITAR. Customer may also authorize Microsoft personnel and contractors to access its Customer Data. Customer is solely responsible for ensuring any such authorization is permissible under the ITAR.

d. ***Use of Subcontractors.*** As set forth in the OST, Microsoft may hire subcontractors to provide services on its behalf. Any such subcontractors used in delivery of the ITAR Covered Services will be permitted to obtain Customer Data (that may include ITAR-controlled data) only to deliver the ITAR Covered Services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Storage and processing of Customer Data in the ITAR Covered Services is subject to Microsoft security controls at all times and, to the extent subcontractor personnel perform services in connection with ITAR Covered Services, they are obligated to follow Microsoft's policies, including without limitation the geographic restrictions and controls selected by you in the configuration of the ITAR Covered Services. Microsoft remains responsible for its subcontractors' compliance with Microsoft's obligations.

e. ***Notification.*** The Security Incident handling process defined in the OST will apply to the ITAR Covered Services. In addition, the parties agree to the following:

(i) Customer acknowledges that effective investigation or mitigation of a Security Incident involving ITAR-controlled data may be dependent upon information or services configurations within Customer's control. Accordingly, proper treatment of ITAR-controlled data will be a joint obligation between Microsoft and Customer. If Customer becomes aware of any unauthorized release of ITAR-controlled data to Microsoft or the use of a service other than the ITAR Covered Service to store, process, or transmit ITAR-controlled data, Customer will promptly notify Microsoft of such event and provide reasonable assistance and information necessary for Microsoft to investigate and report such event.

(ii) If, subsequent to notification of a Security Incident by Microsoft, Customer determines that ITAR-controlled data may have been subject to unauthorized inspection or disclosure, it is Customer's responsibility to notify the appropriate authorities of such event, or to notify impacted individuals, if Customer determines such notification is required under applicable law or regulation or your internal policies.

(iii) If either party determines it is necessary or prudent to make a voluntary disclosure to the Directorate of Defense Trade Controls regarding the treatment of ITAR-controlled data in the Online Services, such party will work in good faith to notify the other party of such voluntary disclosure prior to providing such voluntary disclosure. The parties will work together in good faith in the development and reporting of any such voluntary disclosure.

f. Conflicts. If there is any conflict between any provision in this Section and any provision in the agreement, this Section shall control.

9. IRS 1075 Covered Services. This section applies to only the IRS 1075 Covered Services, defined below, Customer buys under the Subscription. These terms only apply if Customer provides express notice to Microsoft of its intent to purchase IRS 1075 Covered Services.

a. ***Customer Prerequisites.***

(i) Customer is responsible to ensure that the prerequisites established or required by IRS Publication 1075 are fulfilled prior to introducing FTI into the IRS 1075 Covered Services.

(ii) Customer acknowledges that the IRS 1075 Covered Services ordered by Customer under the Subscription enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, "add-ons"), as described in services documentation and/or in the portal through which your administrator(s) will manage and configure the IRS 1075 Covered Services.

(iii) Customer is responsible for reviewing Online Services documentation, configuring the services, and adopting and implementing such policies and practices for your End Users' use of IRS 1075 Covered Services, together with any add-ons, as Customer determines are appropriate in order for Customer to comply with IRS Publication 1075 or other legal or regulatory requirements applicable to Customer and not generally applicable to Microsoft as an IT service provider.

(iv) Customer acknowledges that only IRS 1075 Covered Services will be delivered subject to the terms of this section. No other services are supported by the terms of this section. Without limiting the foregoing, data that Customer elects to provide to the Microsoft technical support organization ("Support Data"), if any, or data provided by or on Customer's behalf to Microsoft's billing or commerce systems in connection with purchasing/ordering IRS 1075 Covered Services ("Billing Data"), if any, is not subject to the provisions of this

Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

section. Customer is solely responsible for ensuring that FTI is not provided as Support Data or Billing Data. ***b. IRS Publication 1075 Special Terms.***

IRS 1075 Covered Services. The IRS 1075 Covered Services are cloud services operated in a standardized manner with features and processes common across multiple customers. As part of your preparation to use the services for FTI, Customer should review applicable services documentation. Customer's compliance with IRS Publication 1075 will be dependent, in part, on Customer's configuration of the services and adoption and implementation of policies and practices for Customer's End Users' use of IRS 1075 Covered Services. Customer is solely responsible for determining the appropriate policies and practices needed for compliance with IRS Publication 1075.

(i) Attachment 1 contains the Safeguarding Contract Language for Technology Services specified by IRS Publication 1075. Microsoft and Customer has agreed that certain requirements of the Safeguarding Contract Language and IRS Publication 1075 will be fulfilled as set forth in the remainder of this section.

(ii) ***Background Checks.*** Notwithstanding anything to the contrary in Attachment 1, all screened personnel authorized to have logical access to Customer Data (that may include FTI) in the IRS 1075 Covered Services will meet background check requirements equivalent to those defined in IRS Publication 1075.

(iii) ***Personnel Records and Training.*** Microsoft will maintain a list of screened personnel authorized to access Customer Data (that may include FTI) in the IRS 1075 Covered Services, which will be available to Customer or to the IRS upon written request. Customer will treat Microsoft personnel personally identifiable information (PII) as Microsoft trade secret or security-sensitive information exempt from public disclosure to the maximum extent permitted by applicable law, and, if required to provide such Microsoft personnel PII to the IRS, will require the IRS to treat such personnel PII the same.

(iv) ***Training Records.*** Microsoft will maintain security and disclosure awareness training records as required by IRS Publication 1075, which will be available to Customer upon written request.

(v) ***Confidentiality Statement.*** Microsoft will maintain a signed confidentiality statement, and will provide a copy for inspection upon request.

(vi) ***Cloud Computing Environment Requirements.*** The IRS 1075 Covered Services are provided in accordance with the FedRAMP System Security Plan for the applicable services. Microsoft's compliance with controls required by IRS Publication 1075, including without limitation encryption and media sanitization controls, can be found in the applicable FedRAMP System Security Plan.

(vii) ***Use of Subcontractors.*** Notwithstanding anything to the contrary in Attachment 1, as set forth in the OST, Microsoft may use subcontractors to provide services on its behalf. Any such subcontractors used in delivery of the IRS 1075 Covered Services will be permitted to obtain Customer Data (that may include FTI) only to deliver the services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Storage and processing of Customer Data in the IRS 1075 Covered Services is subject to Microsoft security controls at all times and, to the extent subcontractor personnel perform services in connection with IRS 1075 Covered Services, they are obligated to follow Microsoft's policies. Microsoft remains responsible for its subcontractors' compliance with Microsoft's obligations. Subject to the preceding, Microsoft may employ subcontractor personnel in the capacity of augmenting existing staff, and understands IRS Publication 1075 reference to employees to include employees and subcontractors acting in the manner specified herein. It is the responsibility of the Customer to gain approval of the IRS for the use of all subcontractors.

(viii) Microsoft maintains a list of subcontractor companies who may potentially provide personnel authorized to access Customer Data in the Online Services, published for Azure branded services at http://azure.microsoft.com/en-us/support/trust-center/ , or successor locations identified by Microsoft. Microsoft will update these websites at least 14 days before authorizing any new subcontractor to access Customer Data, Microsoft will update the website and provide Customer with a mechanism to obtain notice of that update.

(ix) ***Security Incident Notification.*** The Security Incident handling process defined in the OST will apply to the IRS 1075 Covered Services. In addition, the parties agree to the following:

1. Customer acknowledges that effective investigation or mitigation of a Security Incident may be dependent upon information or services configurations within Customer's control. Accordingly, compliance with IRS Publication 1075 Incident Response requirements will be a joint obligation between Microsoft and Customer.

2. If, subsequent to notification from Microsoft of a Security Incident, Customer determines that FTI may have been subject to unauthorized inspection or disclosure, it is Customer responsibility to notify the appropriate Agent-in-Charge, TIGTA (Treasury Inspector General for Tax Administration) and/or the IRS of a Security Incident, or to notify impacted individuals, if Customer determines this is required under IRS Publication 1075, other applicable law or regulation, or Customer internal policies.

c. Customer Right to Inspect.

Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

(i) ***Audit by Customer.*** Customer will, (i) be provided quarterly access to information generated by Microsoft's regular monitoring of security, privacy, and operational controls in place to afford you an ongoing view into the effectiveness of such controls, (ii) be provided a report mapping compliance of the IRS 1075 Covered Services with NIST 800-53 or successor controls, (iii) upon request, be afforded the opportunity to communicate with Microsoft's subject matter experts for clarification of the reports identified above, and (iv) upon request, and at Customer's expense, be permitted to communicate with Microsoft's independent third party auditors involved in the preparation of audit reports. Notwithstanding anything to the contrary in Attachment 1, Customer will use this information above to satisfy any inspection requirements under IRS Publication 1075 and agrees that the audit rights described in this section are the sole rights to be provided in full satisfaction of any audit that may otherwise be requested by the IRS or the Customer. Notwithstanding anything to the contrary in Attachment 1, Microsoft will not grant any inspection rights to the IRS or access to Microsoft data centers or other facilities that may cause Microsoft to be non-compliant with its contractual obligations under FedRAMP, ISO 27001/27018, other US Government security related operations, or its internal security policies.

(ii) *Confidentiality of Audit Materials.* Audit information provided by Microsoft to Customer will consist of highly confidential proprietary or trade secret information of Microsoft. Microsoft may request reasonable assurances, written or otherwise, that information will be maintained as confidential and/or trade secret information subject to this agreement prior to providing such information to Customer, and Customer will ensure Microsoft's audit information is afforded the highest level of confidentiality available under applicable law. Notwithstanding the foregoing, upon request and pursuant to appropriate confidentiality protections, Customer shall be permitted to provide Microsoft's audit information described in Section 9.c(i) to the IRS to satisfy the IRS inspection requirements under IRS Publication 1075.

(iii) This Section, 9.c, is in addition to compliance information available to Customer under the OST.

10. ***Criminal Justice Information Services (CJIS).*** This section applies only to the Government CJIS Covered Services, defined below, you buy under the Subscription. These terms only apply if Customer provides express notice to Microsoft of its intent to purchase CJIS Covered Services. ***a.*** ***Customer Prerequisites. (i)*** Microsoft's representations as it relates to its CJIS Covered Services' compliance with the FBI Criminal Justice Information Systems ("CJIS") Security Addendum (Appendix H of FBI CJIS Policy) are subject to Customer's incorporation of applicable state-specific CJIS Amendment terms and conditions into Customer's order with the Contractor. They are also subject to Customer's incorporation and flow down of such terms in Customer's contracts with a Covered Entity.

(ii) Please visit https://www.microsoft.com/en-us/TrustCenter/Compliance/CJIS for additional information about CJIS Covered States and CJIS Covered Services. Note that not all states are CJIS Covered States and that different CJIS Covered Services may apply in different CJIS Covered States. For more information about how to sign up for CJIS Covered Services through an Enterprise Agreement, please visit https://azure.microsoft.com/en-us/pricing/enterprise-agreement/. For purposes of this section, if Customer is not in a CJIS Covered State, then Microsoft is unable to provide CJIS-related representations at this time, and no CJIS Amendment will apply.

(iii) Customer can access the terms and conditions of Microsoft's adherence to the FBI CJIS Policy by contacting the CSA in a CJIS Covered State. The Security Addendum for Private Contractors (Cloud Providers) referenced in the FBI CJIS Policy and CSA-provided terms and conditions is incorporated herein by reference, and you acknowledge that Microsoft's support for CJI will be in accordance with those terms agreed to and/or signed by the applicable state CSA. Customer also acknowledges that it is Customer's responsibility to contact the applicable state CSA for this and any additional information. Customer is required to, and acknowledge it will, work directly with the applicable state CSA for any CJIS-related documentation and audit requirements.

(iv) Customer is responsible to ensure that the CJIS Security Addendum has been signed by the CSA, that the CSA has approved Customer's use of the Covered Services to store or process CJI, and that any other prerequisites established or required by either the FBI, state CSA, or Customer is fulfilled prior to introducing CJI into the Covered Services.

(v) Customer acknowledges that it will keep records of any Covered Entity to which it provides CJIS State Agreements or other CJIS-related documentation Customer obtains from the state CSA and shall make such records available to Microsoft promptly upon request.

b. If there is any conflict between any provision in this section and any provision in the agreement, this section shall control.

11. ***Government Community requirements***. Customer certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacities as a member of the Community and for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited. Customer acknowledges that only Community members may use Government Community Cloud Services.

Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

a. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights and this Agreement.

b. Customer may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

c. Any Customer that uses Government Community Cloud Services must maintain its status as a member of the Community. Maintaining status as a member of the Community is a material requirement for such services.

d. ***Use Rights for Government Community Cloud Services.*** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

e. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted herein.

f. Customer may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain. Additionally, Office 365 US Government may not be deployed or used in the same domain as other Government Community Cloud Services.

g. Notwithstanding the Data Processing Terms section of the Online Services Terms, Office 365 GCC High and Azure Government Services are not subject to the same control standards and frameworks as the Microsoft Azure Core Services. The Compliance Trust Center Page describes the control standards and frameworks with which Office 365 GCC High and Azure Government Services comply.

h. ***Operational and Ordering Consideration for GCC High:***

(i) Customer (a) acknowledges that its Tenant administrator console (when available) will appear to include more licenses than it has ordered and is entitled to; and (ii) agrees that it must order licenses for every User account it assigns. Notwithstanding anything to the contrary in the order and Product Terms, Licenses will be deemed "Reserved" for each user (and thereby subject to a True-Up Order requirement in accordance with the terms and conditions of the order), as of the day that User's account is reserved, unless a License for each such User is ordered in advance. Customer is solely responsible for keeping accurate records of the month each User is assigned to a User account, and will provide such records to Microsoft with its True-Up orders.

(ii) Customer acknowledges that (a) availability of its Office 3635 GCC High tenant may follow several weeks after its initial order, and (a) the service components provided pursuant to its orders for "Suite" SKUs such as E1 and E3, as listed in the Office 365 GCC High, may differ from those components available in similar suites available in other forms of Office 365 Services.

12. Miscellaneous.

a. ***Notices.*** You must send notices by mail, return receipt requested, to the address below.

Notices should be sent to:
Microsoft Corporation Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA

Customer agrees to receive electronic notices from us, which will be sent by email to the account administrator(s) named for your Subscription. Notices are effective on the date on the return receipt or, for email, when sent. You are responsible for ensuring that the email address for the account administrator(s) named for your Subscription is accurate and current. Any email notice that we send to that email address will be effective when sent, whether or not Customer actually receives the email.

b. ***Assignment.*** Customer may not assign this agreement either in whole or in part. Microsoft may transfer this agreement without Customer's consent, but only to one of Microsoft's Affiliates. Any prohibited assignment is void.

c. ***Severability.*** If any part of this agreement is held unenforceable, the rest remains in full force and effect.

d. ***Waiver.*** Failure to enforce any provision of this agreement will not constitute a waiver.

Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

e. ***No agency.*** This agreement does not create an agency, partnership, or joint venture.

f. ***No third-party beneficiaries.*** There are no third-party beneficiaries to this agreement.

g. ***Use of contractors.*** Microsoft may use contractors to perform services, but will be responsible for their performance, subject to the terms of this agreement.

h. ***Microsoft as an independent contractor.*** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's confidential information.

i. ***Agreement not exclusive.*** Customer is free to enter into agreements to license, use or promote non-Microsoft products or services.

j. ***Entire agreement.*** This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this agreement, (2) the Product Terms, (3) the Online Services Terms, and (4) any other documents in this agreement.

k. ***Survival.*** All provisions survive termination of this agreement except that requiring performance only during the term of the agreement.

l. **U*.S. export jurisdiction.*** Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments related to Microsoft products, services, and technologies.

m. ***Force majeure.*** Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Services). This Section will not, however, apply to your payment obligations under this agreement.

n. ***Contracting authority.*** If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity's behalf.

o. ***Additional Terms Applicable when the Customer is a U.S. Federal Agency.***

(i) No provisions of any shrink-wrap or any click-through agreement (or other similar form of agreement) that may be provided in conjunction with any Product(s) acquired under this agreement shall apply in place of, or serve to modify any provision of this agreement, even if a user or authorized officer of Customer purports to have affirmatively accepted such shrink-wrap or click through provisions. For the avoid of doubt and without limiting the foregoing, in the event of a conflict between any such shrink-wrap or click-through provisions (irrespective of the products or services that such provisions attach to) and any term or condition of this agreement, then the relevant term or condition of this agreement shall govern and supersede the purchase of such Product(s) to the extent of any such conflict. All acceptance of agreements and renewals shall be executed in writing.

(ii) If any document incorporated by reference into this agreement, including the Product Terms and Online Service Terms included and/or referenced or incorporated herein and/or therein, contains a provision (1) allowing for the automatic termination of your license rights or Online Services; (2) allowing for the automatic renewal of services and/or fees; (3) requiring the governing law to be anything other than Federal law; and/or (4) otherwise violates applicable Federal law, then, such terms shall not apply with respect to the Federal Government. If any document incorporated by reference into this agreement, including the Product Terms and Online Service Terms included and/or referenced or incorporated herein and/or therein contains an indemnification provision, such provision shall not apply as to the United States indemnifying Microsoft or any other party.

13. Definitions.

Any reference in this agreement to "day" will be a calendar day.

"Acceptable Use Policy" is set forth in the Online Services Terms.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

"Azure Government Services" means one or more of the services or features Microsoft makes available to Customer under this Enrollment and identified at http://azure.microsoft.com/en-us/regions/#services, which are Government Community Cloud Services.

"CJI" means Criminal Justice Information, as defined in FBI CJIS Policy.

"CJIS Covered State" means a state, as shown at https://www.microsoft.com/en-us/TrustCenter/Compliance/CJIS or another site Microsoft may provide, with which Microsoft and the applicable state have entered into a CJIS State Agreement.

"CJIS Covered Service" means, for any state-specific CJIS Amendment, the Microsoft Online Services that are listed as such in that amendment, and for which Microsoft's CJIS representations apply.

"CJIS State Agreement" means an agreement between Microsoft and a Covered State's CSA (or another entity to which the CSA has delegated its duties) containing terms and conditions under which the Covered State and Microsoft will comply with the applicable requirements of the CJIS Policy. Each CJIS State Agreement is consistent with the applicable state-specific CJIS Amendment, and includes Microsoft CJIS Security Addendum Certifications. For clarity, a CJIS State Agreement may be titled "CJIS Information Agreement" or "CJIS Management Agreement."

"Community" means the community consisting of one or more of the following: (1) a Government, (2) a Customer using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which the Customer determines, and Microsoft agrees, that the use of Government Community Cloud Services is appropriate to meet the Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Compliance Trust Center Page" means the compliance page of the Microsoft Trust Center, published by Microsoft at https://www.microsoft.com/en-us/TrustCenter/Compliance/default.aspx or a successor site Microsoft later identifies. "Consumption Offering", "Commitment Offering", or "Limited Offering" describe categories of Subscription offers and are defined in Section 2.

"Covered Entity" means any State/Local Entity in a Covered State with which you maintain a contractual relationship whose use of CJIS Covered Services is subject to CJIS Policy.

"CSA" means, for each CJIS Covered State, that state's CJIS Systems Agency, as defined in FBI CJIS Policy.

"Customer Agreement" means the binding agreement between the Contractor and Customer under which Customer orders Products from the Contractor and the Contractor binds Customer to the terms of the this agreement.

"Customer Data" is defined in the Online Services Terms.

"End User" means any person you permit to access Customer Data hosted in the Online Services or otherwise use the Online Services. With respect to ITAR Covered Services, End User means an individual that accesses the ITAR Covered Services. With respect to IRS 1075 Covered Services, End User means an individual that accesses the IRS 1075 Covered Services.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government. "Fix" means a Product fix, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"FTI" is defined as in IRS Publication 1075.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multitenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"IRS 1075 Covered Services" means Azure Government services listed as being in the scope for IRS 1075 at http://azure.microsoft.com/en-us/support/trust-center/compliance/irs1075/ or its successor site. Without limitation, IRS 1075 Covered Services do not include any other separately branded Online Services.

"IRS Publication 1075" means the Internal Revenue Services (IRS) Publication 1075 effective September 30, 2016, including updates (if any) released by the IRS during the term of the Enrollment.

"ITAR" means the International Traffic in Arms Regulations, found at 22 C.F.R. §§ 120 - 130.

"ITAR-controlled data" means Customer Data that is regulated by the ITAR as Defense Articles or Defense Services.

"ITAR Covered Services" means, solely with respect to this Amendment, the (i) Office 365 GCC High services; and (ii) Azure Government services, listed as being in the scope for the ITAR at https://www.microsoft.com/enus/TrustCenter/Compliance/itar or its successor site.

Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

"Microsoft Trust Center Compliance Page" is Microsoft's website accessible at https://www.microsoft.com/enus/TrustCenter/Compliance/ or a successor upon which Microsoft provides information about how each of its Online Services complies with, and/or is certified under, various government and industry control standards.

"Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

"Non-Microsoft Product" is defined in the Online Services Terms.

"Office 365 Service Descriptions" means, collectively and solely for this Amendment, the Service Descriptions for Office 365 High, published by Microsoft at https://technet.microsoft.com/en-us/library/mt774581.aspx (for the product superset, Office 365 US Government) and https://technet.microsoft.com/en-us/library/mt774968.aspx (for the product subset, Office 365 GCC High), or at successor sites Microsoft later identifies.

"Office 365 US Government" means the Government Community Cloud Service described by the Office 365 Service Descriptions

"Office 365 GCC High" means the Government Community Cloud Service described by the Office 365 Service Descriptions.

"Online Services" means any of the Microsoft-hosted online services subscribed to by Customer under this agreement, including Government Community Cloud Services, Microsoft Dynamics Online Services, Office 365 Services, Microsoft Azure Services, or Microsoft Intune Online Services.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Licensing Site and updated from time to time.

"Previews" means preview, beta, or other pre-release version or feature of the Online Services or Software offered by Microsoft to obtain customer feedback.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including Previews. "Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state' jurisdiction and geographic boundaries.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be a part of an Online Service.

"Subscription" means an enrollment for Online Services for a defined Term as established by your Reseller.

"Technical Data" has the meaning provided in 22 C.F.R. § 120.

"Term" means the duration of a Subscription (e.g., 30 days or 12 months).

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means the use rights or terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

ATTACHMENT 1
Internal Revenue Services
Federal Tax Information
Safeguarding Addendum

Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

In performance of its obligations to deliver the IRS 1075 Covered Services under the Agreement, Microsoft agrees to comply with the requirements contained in Exhibit 7 (Safeguarding Contract Language for Technology Services) from IRS Publication 1075, as set forth below. For purposes of this Attachment 1, "contractor" refers to Microsoft, "agency" refers to Customer, "contract" refers to the Customer Agreement, inclusive of the Amendment, "Exhibit" refers to IRS Publication 1075 exhibit, and "Section" refers to IRS Publication 1075 section.

I. PERFORMANCE.

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be performed under the supervision of contractor or the contractor's responsible employees.

(2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

(3) Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Addendum. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

(4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of their computer facility, and no output will be retained by contractor at the time the work is completed. If immediate purging of all data storage components is not possible, contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

(8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.

(9) The contractor will maintain a list of employees authorized access. Such list will be provided to the Company and, upon request, to the IRS reviewing office.

(10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. **CRIMINAL/CIVIL SANCTIONS.**

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant

Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION.

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Customer Signature			
Organization Name	Mariposa County		
Signatory Name			
Signatory Position			
Signatory Phone			
Signatory E-Mail			
Signature		Date	

Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

	Vendor Signature		
Organization Name	Tangent Inc.		
Signatory Name	Michael Waltner		
Signatory Position	Account Manager		
Signatory Phone	650-342-9388 x 2133		
Signatory E-Mail	michaelw@tanegnt.com		
Signature		Date	



Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

Mariposa County - Office 365 2022 Renewal

Ship To:

Mariposa County

P.O. Box 1268
5100 Bullion St., 1st Flr
Mariposa, CA 95338
USA

Reference# QUO-01860-M1C5Z2
Prepared: 5/31/2022 1:25 PM
Expires: 6/29/2022
Prepared by: Michael Waltner
Account Manager
michaelw@tangent.com

Products & Services

Item	Qty	Unit Price		Extended
Office 365 Support	1	$1,500.00	Annual Subscription	$1,500.00
Office 365 GCC G3	490	$264.00	Annual Subscription	$129,360.00
Exchange Online (Plan 1) for GCC - 1y	110	$48.00	Annual Subscription	$5,280.00
Project Plan 3 for GCC - 1y	4	$360.00	Annual Subscription	$1,440.00
M365 Audio Conferencing-GCC Adoption Promo	500	$0.00	Monthly Subscription	$0.00

Subtotal	$137,580.00
Freight	
Total	**$137,580.00**

This total does not include any applicable taxes.

Questions? Contact me



Michael Waltner
michaelw@tangent.com
Account Manager
(800) 342-9388 x 2133

Attachment: Agreement with Tangent for Renewal of Microsoft 365 Licenses (RES-2022-339 : Agreement with Tangent for Renewal of Microsoft

MARIPOSA COUNTY

Agricultural Commissioner · (209) 966-2075

RESOLUTION - ACTION REQUESTED 2022-340

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: 2022/2023 CDFA Certified Farmers Market Agreement 22-0313-000-SA

RECOMMENDATION AND JUSTIFICATION:
Approve the Certified Farmers Market Inspections agreement 22-0313-000-SA for fiscal year 2022/2023 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

This cooperative agreement with the CDFA is for work performed in Mariposa County in the enforcement of the Certified Farmers Market (CFM) Program. Funds will be received for enforcement of laws and regulations pertaining to the inspection and certification of certified farmer's markets and certified producers as well as producer and market investigations.

The total available in Fiscal Year 2022/2023 for this agreement is $1,116.26

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Last year's agreement was approved by Resolution No. 2020-439

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving this agreement, subvention funds will not be received for the Certified Farmers Market (CFM) Program to defray the funds expended for investigative worked performed in this program for FY 2022/2023.

FINANCIAL IMPACT:
The subvention amount of this agreement could increase up to $1,116.26 in the FY 2021/2022 budget revenues.

ATTACHMENTS:
Farmers Market Agreement 22-0313-000-SA (PDF)
Farmers Market Compliance Notice (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

REF ID# 13074

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.10/2021)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
22-0313-000-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, 2022 through June 30, 2023

3. The maximum amount of this Agreement is: $1,116.26

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information	2 Pages
Exhibit B: General Terms and Conditions	5 Pages
Exhibit C: Payment and Budget Provisions	2 Pages
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
P.O. Box 905 Mariposa, CA 95338

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

BM

Attachment: Farmers Market Agreement 22-0313-000-SA (RES-2022-340 : 2022/2023 CDFA Certified Farmers Market Agreement 22-0313-000-SA)

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The County will perform inspections as outlined in the Food and Ag. Code, Division 17, Chapter 10.5, the California Code of Regulations, Title 3, Subchapter 4, Article 6.5; and any state policies.

Project Title: Certified Farmers Market Inspections

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Kiley Potter	Name:	Monica Nielsen
Division/Branch:	Inspection Services/ Inspection & Compliance	Organization:	COUNTY OF MARIPOSA
Address:	1220 N Street	Address:	P.O. Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338
Phone:	916-597-7328	Phone:	209-966-2075
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	agcomm@mariposacounty.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Kiley Potter	Name:	Monica Nielsen
Division/Branch:	Inspection Services/ Inspection & Compliance	Organization:	County of Mariposa
Address:	1220 N Street	Address:	P.O. Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338
Phone:	916-597-7328	Phone:	209-966-2075
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	mnielsen@mariposacounty.org

Attachment: Farmers Market Agreement 22-0313-000-SA (RES-2022-340 : 2022/2023 CDFA Certified Farmers Market Agreement 22-0313-000-SA)

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

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: Farmers Market Agreement 22-0313-000-SA (RES-2022-340 : 2022/2023 CDFA Certified Farmers Market Agreement 22-0313-000-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 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: Farmers Market Agreement 22-0313-000-SA (RES-2022-340 : 2022/2023 CDFA Certified Farmers Market Agreement 22-0313-000-SA)

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 provision*s* 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: Farmers Market Agreement 22-0313-000-SA (RES-2022-340 : 2022/2023 CDFA Certified Farmers Market Agreement 22-0313-000-SA)

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: Farmers Market Agreement 22-0313-000-SA (RES-2022-340 : 2022/2023 CDFA Certified Farmers Market Agreement 22-0313-000-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 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.

Attachment: Farmers Market Agreement 22-0313-000-SA (RES-2022-340 : 2022/2023 CDFA Certified Farmers Market Agreement 22-0313-000-SA)

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.

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: Farmers Market Agreement 22-0313-000-SA (RES-2022-340 : 2022/2023 CDFA Certified Farmers Market Agreement 22-0313-000-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 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. If mileage is a reimbursable expense, 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: Farmers Market Agreement 22-0313-000-SA (RES-2022-340 : 2022/2023 CDFA Certified Farmers Market Agreement 22-0313-000-SA)

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: Farmers Market Agreement 22-0313-000-SA (RES-2022-340 : 2022/2023 CDFA Certified Farmers Market Agreement 22-0313-000-SA)



SCOPE OF WORK
Fiscal Year 2022/2023

County Responsibilities

The County agrees to provide enforcement through market and production site inspections and investigations in collaboration with the California Department of Food and Agriculture (CDFA), Certified Farmers' Market (CFM) Program. The activities reimbursable under this Cooperative Agreement (Agreement) are in addition to the required inspection activities that are required by statute (Food and Agricultural Code (FAC) Section 47020(b) and FAC Section 47020(c)(3)).

The activities conducted under this Agreement should be consistent with inspection and certification procedures in FAC, Division 17, Chapter 10.5 and the California Code of Regulations (CCR), Title 3, Division 3, Chapter 1, Subchapter 4, Article 6.5. Activities to be invoiced under this Agreement will commence no earlier than July 1, 2022.

The County shall provide necessary inspection supplies and equipment, aside from forms provided by CDFA.

Activities billable under this Agreement include:

- Market inspections
  - Inspections performed beyond those required by statute
  - Follow-up inspections
- Production site inspections
  - Inspections performed beyond those required by statute
  - Follow-up inspections
- Inspection and investigative reports
- Notice of Proposed Actions
- Contracts for hearing officers
- Costs related to case closure
- Mileage and travel time

Billable activities under this Agreement shall be reimbursed on an hourly basis, for actual time worked (not a percentage of staff salary). Hearing officers will be reimbursed in the manner the County was charged.

Notify CDFA's CFM Program if a Public Records Request is received that pertains to work completed under this Agreement, prior to the release of any information.

Case ID Number Requirements

The County must request a Case ID number from CDFA for each case. This Case ID number will be used for all inspection/investigatory activities, through case closure.

Attachment: Farmers Market Agreement 22-0313-000-SA (RES-2022-340 : 2022/2023 CDFA Certified Farmers Market Agreement 22-0313-000-SA)

Market inspections, in addition to the minimum required by statute, do not require a Case ID number. The County will then list the market name on the monthly invoice, in lieu of the Case ID number.

If a county in which the market is located is requesting the production county to conduct a site inspection, email the request directly to the production county and copy Jennifer Leidolf and the respective CDFA district supervisor, and include the following information:

- Market name and date that the certified producer was selling
- Full copy of Certified Producer's Certificate (CPC)
- Pictures and name and variety (if known) of the commodity in question
- Details as to if the producer was selling on behalf of another producer

Inspections required by statute are not reimbursable under this Agreement.

County Activities

- Perform market and production site inspections and investigations (in addition to the required inspection activities that are required by statute)
- Coordinate with CDFA and the production county (if applicable), when production site inspections or investigations are necessary; written confirmation must be obtained by the County
- Draft inspection and investigative reports
- Draft Notices of Proposed Actions
- Conduct Administrative Hearings
- Provide inspection and investigation findings to CDFA and applicable counties upon request
- Record billable activities for invoicing

County Tasks

- Market inspection requirements include, but are not limited to:
    - Reviewing the Certified Farmers' Market Certificate to ensure it is valid
    - Reviewing each CPC to ensure it is valid and all commodities being offered for sale are listed on the certificate
    - Performing a visual inventory of all commodities on display and in the producer's vehicle
    - Inspecting scales being used by certified producers to ensure they are approved and sealed
    - If producer is not in compliance, or is suspected of a noncompliance, photograph all pages of the CPC, the booth, commodities offered for sale, and commodities in the producer's vehicle (if applicable), using appropriate methods for scale (i.e., a wooden ruler)
    - Issue Notices of Noncompliance when violations occur
    - Document the number of vendors selling under the authority and management of the market operator
        - certified agricultural producers
        - producers of noncertifiable agricultural products

Attachment: Farmers Market Agreement 22-0313-000-SA (RES-2022-340 : 2022/2023 CDFA Certified Farmers Market Agreement 22-0313-000-SA)

        - all other vendors participating in the ancillary section of the market
    - Request product lists from the market operator (as needed)
    - Submit findings to CDFA in an email or Inspection Report as requested

- Production site inspection requirements include, but are not limited to:
    - Production verification inspections shall be scheduled within 48 hours of the market inspection.
        - Exemptions may be granted for extenuating circumstances, and must be approved by CDFA
    - Inspecting and photographing all commodities at the growing grounds and at storage locations, using appropriate methods for scale (i.e., a wooden ruler)
    - Document findings of the production site inspection (photographs, statements, observations, etc.) and provide to CDFA and applicable counties upon request

Invoicing

The County shall invoice CDFA for work performed under this Agreement within 60 days after the end of each month in which activities were conducted. *The County must use CDFA's invoice template provided.* The County shall submit an invoice statement for each month, even if no activities were conducted for the billing period.

The corresponding CDFA issued Case ID number must be included on all invoices for each case, with the exception of additional market inspections, which must include the market name in lieu of the Case ID number.

The County shall itemize costs for:

- Personnel costs
    - Name of the staff member performing the specified functions
    - Title (e.g., Agricultural Biologist I, Deputy Commissioner, etc.)
    - Billable hours
    - Salary (reported as an hourly rate)
    - Actual benefit rate
- Overhead costs (not to exceed 25% of personal services)
- Costs for hearing officers
- Travel costs (reimbursement rate for mileage must be in accordance with the short-term travel vehicle mileage reimbursement rate established by the California Department of Human Resources, unless county rate is less).

CDFA Responsibilities

CDFA may perform evaluations of county inspections, which include, but are not limited to on-site observations; assessment of inspection procedures, and; reviewing of Notices of Noncompliance, Notice of Proposed Actions, and other reports for accuracy and consistency.

CDFA will assist in the coordination of Market and Production Site inspections and assign a Case ID for substantiated cases.

Attachment: Farmers Market Agreement 22-0313-000-SA (RES-2022-340 : 2022/2023 CDFA Certified Farmers Market Agreement 22-0313-000-SA)

2022-2023 Certified Farmers' Market Fiscal Display

(Rev. 3/2021)

County Mariposa

Cooperative Agreement #

Estimated Costs for Additional Enforcement and Investigation (Includes staff costs for market inspections, productions site inspections, report writing, administrative staff costs, contracting for hearing officers, etc.)	**Total**
	$1,116.26
COOPERATIVE AGREEMENT TOTAL:	**$1,116.26**

Operational needs may require changes to line item expenditures within the agreement budget. If changes are needed, the total agreement amount may not be exceeded. Actual invoices must reflect these changes. If additional funding is required, a budget amendment must be submitted for approval.

Investigation costs include: inspection and investigatory work, including follow-up inspections; administrative staff costs, including any functions and actions related to enforcement; mileage; travel time; contracting for hearing officers, and; any costs related to case closure. Inspections, investigations, and administrative staff costs related to enforcement such as the preparation of investigation reports and notices of proposed action (NOPAs) will be reimbursed on an hourly basis utilizing methods to ensure full cost recovery for County overhead. All reimbursement requests shall be related to a case.

Attachment: Farmers Market Agreement 22-0313-000-SA (RES-2022-340 : 2022/2023 CDFA Certified Farmers Market Agreement 22-0313-000-SA)

COUNTY DEPARTMENT OF AGRICULTURE
FY 2022-23 Certified Farmers' Market Cooperative Agreement
MONTHLY INVOICE

A	General Information	
	Date:	
	Agreement Number:	
	Billing Month:	
	County:	
	County Invoice No (Optional):	

B Inspection & Investigation Costs

	Name	Title	*Required Field (1 Case ID# or Market Name per line)* Case ID#	*Please Use Drop Down Menu Refer to "Activity Description" sheet for details* Activity	Billable Hours	Hourly Rate w/o Benefits	Benefit Rate	Overhead (Not to exceed 25% of Personal Services)	Mileage	Mileage Rate	Total
1										$ 0.585	$ -
2										$ 0.585	$ -
3										$ 0.585	$ -
4										$ 0.585	$ -
5										$ 0.585	$ -
6										$ 0.585	$ -
7										$ 0.585	$ -
8										$ 0.585	$ -
9										$ 0.585	$ -
10										$ 0.585	$ -
11										$ 0.585	$ -
12										$ 0.585	$ -
13										$ 0.585	$ -
14										$ 0.585	$ -
15										$ 0.585	$ -
16										$ 0.585	$ -
17										$ 0.585	$ -
18										$ 0.585	$ -
19										$ 0.585	$ -
20										$ 0.585	$ -
										TOTAL INSPECTION & INVESTIGATION COSTS	$ -

C Miscellaneous Costs (e.g. equipment, contracting for hearing officers, etc.)

		Unit Cost	Quantity	Total
1				$ -
2				$ -
3				$ -
4				$ -
5				$ -
	TOTAL MISCELLANEOUS COSTS			$ -

TOTAL MONTHLY INVOICE	$ -

D	Please remit to:
	Payee Name
	Street Address
	City, State, Zip Code

For State Use Only	
Date Approved:	
Approved By:	
Account Code:	
Agreement No.:	
Program Code:	9999000404 CFM

Submitter's Signature	Date

E Cost Tracking (Optional)

Case ID#	Previous Costs Accum.	Current Invoice Costs	Total Costs	Case Status	Notes
			$0.00		
			$0.00		
			$0.00		
			$0.00		
			$0.00		
			$0.00		
			$0.00		

Rev. 5/2022

Attachment: Farmers Market Agreement 22-0313-000-SA (RES-2022-340 : 2022/2023 CDFA Certified Farmers Market Agreement 22-0313-000-SA)

CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE
Karen Ross, Secretary

NOTICE: Compliance with Economic Sanctions Imposed in response to Russia's Actions in Ukraine

Dear Recipient:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. This notice applies to current and future agreements (contracts, grants, and cooperative agreements) with the California Department of Food and Agriculture.

This correspondence serves as a notice under the EO that as a contractor or grantee with the California Department of Food and Agriculture, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions).

Failure to comply may result in the termination of agreements, as applicable.

Attachment: Farmers Market Compliance Notice (RES-2022-340 : 2022/2023 CDFA Certified Farmers Market Agreement 22-0313-000-SA)

MARIPOSA COUNTY

Agricultural Commissioner · (209) 966-2075

RESOLUTION - ACTION REQUESTED 2022-341

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: 2022/2023 USDA/APHIS Agreement#22-73-06-0260-RA

RECOMMENDATION AND JUSTIFICATION:
Approve Cooperative Service Agreement No. 22-73-06-0260-RA the Annual Work and Financial Plan for Fiscal Year 2022/2023 with the United States Department of Agriculture/Animal and Plant Health Inspection Service/Wildlife Services (USDA/APHIS/WS); and Authorize the Board of Supervisors Chair to Sign the Agreement**.**

This is the Annual Work and Financial Plan for FY 2022/2023 for work performed in Mariposa County by the USDA/APHIS Wildlife Services Specialists. This year's budget includes an increase of 2.85% from FY 2021/2022. The FY 2022/2023 request is $83,163.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The original Cooperative Service Agreement with USDA/APHIS/Wildlife Services was entered into on January 1, 1989, for an Integrated Wildlife Damage Management program to protect residents, property, livestock, crops, and natural resources in Mariposa County from damage caused by predators and other nuisance wildlife.

Last year's agreement was approved by Resolution No. 2021-200.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
In the event that the Cooperative Service Agreement is not signed prior to July 1, 2022, USDA/APHIS/Wildlife Services requires a "Letter of Intent" in order to ensure continued service beyond June 30, 2022.

Non-renewal of the Cooperative Service Agreement with USDA/APHIS/Wildlife Services for Mariposa County will result in the end of service to the County.

FINANCIAL IMPACT:
The FY 2022/2023 agreement amount includes an increase of 2.85% from the FY 2021/2022 agreement and will be included in the FY 2022/2023 budget for the Agricultural Commissioner.

ATTACHMENTS:
22 23 USDA APHIS Agreement 22-73-06-0260-RA (PDF)
22 23 USDA APHIS Agreement 18-73-06-0260-RA (PDF)

REF ID# 13075

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

APHIS-WS Agreement Number: 22-73-06-0260-RA
APHIS-WS Account Code (WBS): AP.RA.RX06.73.0143

MARIPOSA COUNTY
FINANCIAL PLAN
July 1, 2022 through June 30, 2023

Work Plan:

This Work Plan is in reference to Cooperative Service Agreement No. 18-7306-0260-RA. USDA-APHIS-WS will administer an Integrated Wildlife Damage Management (IWDM) program in Mariposa County. USDA-APHIS-WS will assist business/property owners, private citizens, and governmental agencies in protecting human resources, which include, but are not limited to, residents, property, livestock, crops, and natural resources from damage caused by predators, wild and feral animals, and other nuisance wildlife.

Financial Plan:

The cooperator will be billed quarterly by USDA-APHIS for actual costs incurred but will not exceed $83,163.00 annually. An estimated itemization of expenses is listed below; however funds may be distributed between itemized categories at the discretion of USDA-APHIS-WS:

Cost Element		Full Cost
Personnel Compensation	$	54,941.00
Travel	$	653.00
Vehicles	$	6,541.00
Other Services	$	-
Supplies and Materials	$	1,635.00
Equipment	$	1,635.00
Subtotal (Direct Charges)	$	65,405.00
Pooled Job Costs	11.00%	$ 7,195.00
Indirect Costs	16.15%	$ 10,563.00
Aviation Flat Rate Collection		$ -
Agreement Total	$	83,163.00

In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

Attachment: 22 23 USDA APHIS Agreement 22-73-06-0260-RA (RES-2022-341 : 2022/2023 USDA/APHIS Agreement#22-73-06-0260-RA)

APHIS-WS Agreement Number: 22-73-06-0260-RA
APHIS-WS Account Code (WBS): AP.RA.RX06.73.0143

The financial point of contact for this Financial Invoice is Krista Dupre', Budget Analyst, (916) 979-2675.

County of Mariposa
5009 Fairgrounds Road
PO Box 905
Mariposa, CA 95338-0905
Tax Identification Number: 94-6000880

_____ _____
County Representative Date

Title: _____

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
3419A Arden Way
Sacramento, CA 95825
Tax Identification Number: 41-0696271

_____ _____
Dennis L. Orthmeyer, State Director Date

_____ _____
Keith P. Wehner, Western Regional Director Date

Attachment: 22 23 USDA APHIS Agreement 22-73-06-0260-RA (RES-2022-341 : 2022/2023 USDA/APHIS Agreement#22-73-06-0260-RA)

APHIS-WS Agreement Number: 18-73-06-0260-RA
APHIS-WS Account Code (WBS): AP.RA.RX06.73.0143

Attachment: 22 23 USDA APHIS Agreement 18-73-06-0260-RA (RES-2022-341 : 2022/2023 USDA/APHIS Agreement#22-73-06-0260-RA)

COOPERATIVE SERVICE AGREEMENT (CSA)
Between
MARIPOSA COUNTY (COOPERATOR)
And
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this agreement is to maintain an USDA-APHIS-WS Integrated Wildlife Damage Management (IWDM) program in Mariposa County. USDA-APHIS-WS will assist business/property owners, private citizens, and governmental agencies in protecting human resources, which include, but are not limited to, residents, property, livestock, crops, and natural resources from damage caused by predators, wild and feral animals, and other nuisance wildlife.

ARTICLE 2 – AUTHORITY

USDA-APHIS-WS has statutory authority under the Act of March 2, 1931, as amended (7 USCA 8351), and the Act of December 22, 1987 (7 USCA 8353), the Secretary of Agriculture may conduct a program of wildlife services with respect to injurious animal species and take any action the Secretary considers necessary in conducting the program. Additionally, the Secretary of Agriculture, except for management of urban rodents, is authorized to conduct activities to manage nuisance mammals and birds and those mammal and bird species that are reservoirs for zoonotic diseases. In carrying out a program of wildlife services involving injurious and/or nuisance animal species or involving mammal and bird species that are reservoirs for zoonotic diseases, the Secretary is authorized to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

a. This Cooperative Service Agreement constitutes an IWDM program that addresses the need for managing conflicts caused by predators and other nuisance wildlife in Mariposa County.

b. USDA-APHIS-WS will provide to the Cooperator a Financial Plan annually for approval. It is understood and agreed that any monies allocated for the purpose of this Agreement shall be expended only towards the activities and related expenses outlined herein.

c. Cooperate with the California Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, County, city governments, and other entities to ensure compliance with applicable Federal, State, and local laws and regulations.

d. When either of the Cooperating parties address the media or incorporate information into reports and/or publications, both Cooperating parties must agree, in writing, to have their

identities disclosed when receiving due credit related to the activities covered by this agreement.

e. Protect sensitive information exchanged or generated during this process. For public requests of such information, under the Freedom of Information Act (5 U.S.C. §552) and/or the California Public Records Act (California Government Code §6250-6276.48) or Information Privacy Act of 1977 (Cal. Civ. Code §§ 1798 et seq.), the releasing Agency will notify the other Agency and provide an opportunity to comment on whether the information is privileged, or otherwise prohibited from disclosure by applicable law.

f. USDA-APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, Cooperator requests that USDA-APHIS-WS provide wildlife management services as stated under the terms of this Agreement.

g. All equipment with a purchase price of $5,000 or more per unit, purchased directly with funds from the cooperator for use solely on this project shall be subject to disposal according to USDA-APHIS policy, and shall be specifically listed in the Financial Plan. Property title/disposal shall be determined when the project (including all continuations and revisions of this agreement) terminates, or when the equipment is otherwise directed to other projects, whichever comes first. If the equipment is sold prior to the project end, the proceeds should be allocated according to USDA-APHIS Policy. Continuations and revisions to this agreement shall list any equipment with a purchase price of $5,000 or more per unit, carried over from a purchase directly with funds from the cooperator for use solely for this project. All other equipment purchased for the program is and remain the property of USDA-APHIS-WS.

h. USDA-APHIS-WS will provide overall direction and control of the program.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

The Cooperator agrees to:

a. Designate Dallin Kimble, County Administrative Officer, 5009 Fairgrounds Road, PO Box 905, Mariposa, CA 95338, (209) 966-2075 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement;

b. Reimburse USDA-APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of service submitted via an invoice within 30 days of the date of the submitted invoice or invoices as submitted by USDA-APHIS-WS. Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996. If the Cooperator is delinquent in paying the full amount of the due service costs submitted by USDA-APHIS-WS, and/or is delinquent in paying the due late payments, and/or is delinquent in paying the interest, penalties, and/or administrative costs on any delinquent due service costs, USDA-APHIS-WS will immediately cease to provide the respective service associated with the submitted service costs. USDA-APHIS-WS will not reinstate or provide

Attachment: 22 23 USDA APHIS Agreement 18-73-06-0260-RA (RES-2022-341 : 2022/2023 USDA/APHIS Agreement#22-73-06-0260-RA)

the respective service until all due service costs, and/or due late payments, and/or due interest, penalty, and/or administrative costs are first paid in full.

c. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.

d. As a condition of this Agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

ARTICLE 5 – USDA-APHIS-WS RESPONSIBILITIES

USDA-APHIS-WS agrees to:

a. Designate Dennis Orthmeyer, California State Director, 3419A Arden Way, Sacramento, California 95825, (916) 979-2675 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement.

b. The performance of IWDM actions by USDA-APHIS-WS under this agreement is contingent upon a determination by USDA-APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. USDA-APHIS-WS will not make a final decision to conduct requested IWDM actions until it has made the determination of such compliance.

c. To provide qualified personnel and other resources necessary to implement the approved IWDM activities delineated in this agreement and the Financial Plan referenced in Article 3.b. of this Agreement.

1. Conduct all control activities with trained USDA-APHIS-WS employees and volunteers.
2. Provide technical assistance which includes demonstrations on the proper use of management devices (i.e., propane exploders, exclusionary devices, cage traps, etc.) and information on animal husbandry, habitat management, and animal behavior modification that could reduce damage. Official USDA pamphlets may be used to convey this information to the public.
3. Provide predator/nuisance wildlife identification and removal when livestock, crop property, natural resource damage; or wildlife displaying aggressive behavior causing actual injury to county residents is verified.
4. Provide field assistance when the problem cannot effectively be resolved through technical assistance, when resource owner implemented nonlethal actions have failed, or concurrently when technical assistance is delivered. Field assistance would mostly be provided for situations that require the use of methods and techniques that are challenging or unsuitable for the public to implement on their own. Resource owners that are provided operational assistance are also encouraged to use additional management strategies and sound husbandry practices, when and where appropriate, that could potentially further reduce damage. Field activities may include but are not limited to the monitoring, trapping, dispersal, and removal of wildlife causing damage to property, livestock, crops, and natural resources.

Attachment: 22 23 USDA APHIS Agreement 18-73-06-0260-RA (RES-2022-341 : 2022/2023 USDA/APHIS Agreement#22-73-06-0260-RA)

5. Procure and maintain a vehicle, tools, supplies, and other specialized equipment as deemed necessary by the State Director to accomplish the objectives identified in this agreement. All expenditures will be processed through USDA-APHIS Financial Management Modernization Initiative (FMMI) system.

d. To bill the Cooperator for costs incurred in performing IWDM activities as authorized in the approved Financial Plan as may be amended.

e. To notify the Cooperator if costs are projected to exceed the amounts estimated and agreed upon in the Financial Plan. USDA-APHIS-WS will cease providing goods or services until a revision to Financial Plan, as appropriate, have been agreed to and signed by both parties to this Agreement.

f. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of USDA-APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

For costs borne by USDA-APHIS-WS, this agreement is contingent upon the passage of the Agriculture, Rural Development, and Related Agencies Appropriation Act for the current fiscal year from which expenditures may be legally met and shall not obligate USDA-APHIS-WS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress provides USDA-APHIS-WS funds only for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent any other country, State government or its political subdivisions, local government, university, or college, organization, association, or individual from entering into separate agreements with USDA-APHIS-WS for same or similar activities provided under the terms of this Agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – APPLICABLE REGULATIONS

All IWDM activities will be conducted in accordance with applicable Federal, State, and local laws and regulations. USDA-APHIS-WS activities under this cooperative effort will be limited to the State of California, County of Mariposa. Techniques will be environmentally sound, safe, and selective. If applicable, both Federal and State permits will be secured to perform IDWM activities, and those activities will be conducted within the policy guidelines of USDA-APHIS-WS.

Attachment: 22 23 USDA APHIS Agreement 18-73-06-0260-RA (RES-2022-341 : 2022/2023 USDA/APHIS Agreement#22-73-06-0260-RA)

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, USDA-APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients.

ARTICLE 10 – LIABILITY

USDA-APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 – FAILURE TO PAY FEES

The cooperator is liable for fees assessed for services performed under this agreement, if applicable. USDA-APHIS-WS will assess a late payment penalty for failure to pay fees when due. In addition, the overdue fees shall accrue interest as required by 31 U.S.C. 3717.

ARTICLE 13 – AGREEMENT EFFECTIVE DATE

This Agreement shall become effective on July 1, 2018 and shall continue through June 30, 2023. This agreement may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon 90 days written notice to the other party. Further, in the event the Cooperator does not for any reason reimburse expended funds, USDA-APHIS-WS is relieved of the obligation to continue any operations under this agreement.

AUTHORIZATION:

County of Mariposa
5009 Fairgrounds Road
PO Box 905
Mariposa, CA 95338-0905
Tax Identification Number: 94-6000880

_____ _____
County Representative Date

Title: _____

Attachment: 22 23 USDA APHIS Agreement 18-73-06-0260-RA (RES-2022-341 : 2022/2023 USDA/APHIS Agreement#22-73-06-0260-RA)

APHIS-WS Agreement Number: 18-73-06-0260-RA
APHIS-WS Account Code (WBS): AP.RA.RX06.73.0143

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
3419A Arden Way
Sacramento, CA 95825
Tax Identification Number: 41-0696271

State Director, California	Date
Director, Western Region	Date

Attachment: 22 23 USDA APHIS Agreement 18-73-06-0260-RA (RES-2022-341 : 2022/2023 USDA/APHIS Agreement#22-73-06-0260-RA)

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2022-342

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve First Amendment to Agreement for Self-Publishing Software Services for County Code On-Line

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RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to the Agreement with Municipal Code Online to Change the Company Name to CivicPluc LLC for Self-Publishing Software Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The sole purpose of this First Amendment is to change the name of the Contractor in the Agreement from Municipal Code Online to CivicPlus LLC. CivicPlus LLC recently purchased this company and its software services.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This software has allowed the County Code to become more searchable to all users while also meeting the Americans with Disabilities Act recommendations and requirements.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

FINANCIAL IMPACT:
$2,500/year for five years.

ATTACHMENTS:
CivicPlus-1st Amendment (Name Change from MuniCode) (PDF)
Municipal Code Online Agt (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

REF ID# 13051

FIRST AMENDMENT TO AGREEMENT FOR SELF-PUBLISHING SOFTWARE SERVICES FOR THE COUNTY CODE

THIS FIRST AMENDMENT TO AGREEMENT FOR SELF-PUBLISHING SOFTWARE SERVICES FOR THE COUNTY CODE, is made and entered into this _____ day of June 2022, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and CivicPlus LLC.

WHEREAS, County and **Municipal Code Online** have heretofore entered into an Agreement dated April 3, 2018, wherein **Municipal Code Online** agreed to provide self-publishing software services for the County Code; and

WHEREAS, County and **CivicPlus LLC** desire to amend said Agreement to change the name of **Contractor** from Municipal Code Online to CivicPlus LLC;

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

Contractor is hereby amended to reflect the name change from Municipal Code Online to CivicPlus LLC.

Except as herein amended, the Agreement dated April 3, 2018 shall remain in full force and effect.

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

COUNTY OF MARIPOSA

_____
ROSEMARIE SMALLCOMBE, Chair
Board of Supervisors

COUNTERSIGNED:
(Government Code §25103)

_____
Keith Williams
Interim Clerk of the Board

CIVICPLUS LLC

_____
AMY VIKANDER, Senior Vice-President
Customer Services

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Last Revised: 1/20/2022

Attachment: CivicPlus-1st Amendment (Name Change from MuniCode) (RES-2022-342 : Approve First Amendment to Agreement for Self-

Attachment: CivicPlus-1st Amendment (Name Change from MuniCode) (RES-2022-342 : Approve First Amendment to Agreement for Self-

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2018-147

MEETING: April 3, 2018

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel - Interim Human Resources Director

RE: Approve Agreement with Municipal Code Online

RECOMMENDATION AND JUSTIFICATION:
Approve Agreement with Municipal Code Online, Inc. to Provide Software for the County Code On-Line; and Authorize the Board of Supervisors Chair to Sign a Five-Year Agreement.

This software service will include the creation of custom service/instance online; allocation of required resources; transfer of current codes; and training and assistance as needed.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This software will allow the County Code to become more searchable to all users while also meeting the Americans with Disabilities Act recommendations and requirements.

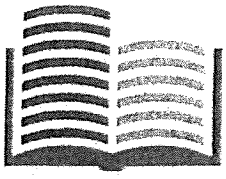
ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

FINANCIAL IMPACT:
$2,500/year for five years.

ATTACHMENTS:
Municipal Code Online Agt (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Kevin Cann, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

Attachment: Municipal Code Online Agt (RES-2022-342 : Approve First Amendment to Agreement for Self-Publishing Software Services for



MUNICIPAL CODEONLINE™ 855-686-4263

www.municipalcodeonline.com

Municipal Code Online (MCO) Software as a Service Agreement

This MCO Software as a Service Agreement ("SaaS Agreement") is made and entered into on this date _____ (Effective Date), by and between:

Municipal Code Online, INC.
("MCO", "Service Provider" or "Party"), a Utah corporation with its principal place of business at:
1920 N 1700 W
Farr West, Utah 84404

AND

Mariposa County
("Customer" or "Party"), with its principal place of business at:
PO Box 784
5100 Bullion St.
Mariposa, CA 95338

The Parties hereby agree as follows:

1. **Contract Period**: This Agreement is effective when signed by Customer and MCO representative(s). Initial term of this Agreement is provided herein (see clause 15), and commences from the Effective Date. Subsequently, this Agreement shall automatically renew annually for a term of one (1) year, and is subject to any fee adjustment agreed to by both parties, unless either Party shall give notice of cancellation at least thirty (30) days prior to the expiration of the original term or any renewal thereof. If Customer terminates this Agreement, then, in addition to amounts due for use of the Services actually rendered prior to the end of the contract period, there shall be immediately due and payable by Customer an amount equal to the 50% of the fees that would have been paid the remainder of the term.
2. **Software Service**: This includes:
    a. the creation of the custom service/instance online
    b. allocation of the required resources for the service

Attachment: Municipal Code Online Agt (RES-2022-342 : Approve First Amendment to Agreement for Self-Publishing Software Services for

c. customer service assistance throughout the term
d. the transfer and adaptation of a single document—generally the Customer's Municipal Ordinances and/or code, to be consumable within the Service.
e. the transfer and adaptation of an *additional* documents, if the terms permit such (Minutes Book / Municipal Resolutions / Administrative Rules / Policies & Procedures, etc.).
f. These documents must be provided to MCO from the Customer, and in digital form wherever possible. The destination format for storage and presentation of the Customer's document will be in the form of standard HTML and PDF.

3. **Billing & Payment:** Payments are due in advance annually. A URL comprising the Service for the Customer, and Username(s) and Password(s) (if applicable), may not be provided if payment is not received. This Service and accompanying support will be terminated if payments are not received within the terms, after serving a seven days' notice via U.S. certified mail.
4. **Representations and Warranties General:** Each Party represents and warrants that it has the right and authority to enter into this Agreement, and by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound.
    a. **Compliance with the Laws:** Each Party shall, at its own expense, comply with all laws, regulations, and other legal requirements that apply to it and this Agreement.
    b. **Acceptable Use**: Customer is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Customer or by any person or entity Customer permits to access the Services. Customer represents and warrants that it will: (a) not use the Services in a manner that: (i) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (ii) will disrupt a third party's similar use or Licensed Materials; (b) not violate or tamper with the security of any MCO computer equipment, service, or program. If MCO has reasonable grounds to believe that Customer is utilizing the Services for any such illegal or disruptive purpose MCO may suspend the Services immediately with notice to Customer. MCO may terminate the Agreement as contemplated in Section 12 if Customer in fact fails to adhere to the foregoing acceptable use standards.
    c. **DISCLAIMER:** THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE ONLY WARRANTIES MADE BY MCO. MCO MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ANY RELATED SERVICE OR SOFTWARE. MCO HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE.

Attachment: Municipal Code Online Agt (RES-2022-342 : Approve First Amendment to Agreement for Self-Publishing Software Services for

NO ORAL OR WRITTEN INFORMATION GIVEN BY MCO, ITS EMPLOYEES, LICENSORS, OR THE LIKE WILL CREATE A WARRANTY.

d. **LIMITATION OF LIABILITY**: EXCLUDING THE LIABILITY UNDER THE SECTION ENTITLED "NO INFRINGEMENT" BELOW, UNDER NO CIRCUMSTANCES WILL MCO OR ANYONE ELSE INVOLVED IN ADMINISTERING, DISTRIBUTING OR PROVIDING THE SERVICES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO MCO'S RECORDS, PROGRAMS OR SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY BREACH BY MCO OF THIS AGREEMENT, MCO'S LIABILITY TO CUSTOMER WILL NOT EXCEED 25% OF THE ANNUAL PAYMENT PAID TO MCO BY CUSTOMER.

e. **No Infringement**. MCO warrants that its software (excluding Customer content) will not infringe any patent, trademarks, copyright or any proprietary rights of a third party or constitute a misuse or misappropriation of a trade secret. Customer shall notify MCO promptly in writing of any known action brought against Customer based on an allegation that Customer's use of any materials infringes any patent, trademark, copyright, or infringes any right of a third party, or constitutes misuse or misappropriation of a trade secret ("Infringement"). MCO will defend, indemnify and hold Customer harmless from any such action at MCO's sole expense, provided that MCO shall have the sole control of the defense of any such action, all negotiations and/or its settlement, and Customer reasonably cooperates with MCO in such defense. In the event that a final injunction is obtained against Customer's use of the Services by reason of an Infringement or Customer is otherwise prohibited from using same, MCO shall to the extent possible and at its expense, within sixty (60) days, either:

   i. Procure for Customer the right to continue to use the Services that are infringing, or

   ii. Replace or modify the Services to make its use non-infringing while being capable of performing the same function. If neither option is available to MCO, then Customer, at Customer's option, may terminate this Agreement without penalty or further payment other than payment of fees for use of the Services prior to said termination.

5. **Confidential Information**

   a. **Definition**: For purposes of this Agreement "Confidential Information" shall mean information including, without limitation computer programs, source or object codes, algorithms, know-how, formulas, processes, technical inventions (whether

Attachment: Municipal Code Online Agt (RES-2022-342 : Approve First Amendment to Agreement for Self-Publishing Software Services for

patentable or not), schematics, and other technical information, or if disclosed verbally, is identified as confidential at the time of disclosure. In addition to the foregoing, Confidential Information shall include third party software, if any, that may be provided to Customer under this Agreement, including any related source or object codes, technical data, data output of such software, documentation, or correspondence owned by the applicable licensor. Confidential Information excludes information that: (i) was or becomes publicly known through no fault of the receiving Party; (ii) was rightfully known or becomes rightfully known to the receiving Party without confidential or proprietary restriction from a source other than the disclosing Party; (iii) is independently developed by the receiving Party without the participation of individuals who have had access to the Confidential Information; (iv) is approved by the disclosing Party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing Party; and (v) the receiving Party is legally compelled to disclose; provided, however, that prior to any such compelled disclosure, the receiving Party will: (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure, and (b) cooperate fully with the disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving Party will be entitled to disclose the Confidential Information, but only as, and to the extent, necessary to legally comply with such compelled disclosure.

b. **Non-disclosure**: Each Party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information.
c. **Injunctive Relief**: In the event of an actual or threatened breach of the above confidentiality provisions, the non-breaching Party will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.
d. **Customer Responsibility**: Customer is solely responsible for the content of data transmitted by Customer using the Services, and shall defend, indemnify and hold harmless MCO from and against all liabilities and costs (including reasonable attorneys' fees) arising from any and all third-party claims by any person based upon the content of any such communications data or content.
e. **Customer is not permitted to resell the Services:** Customer shall use the Services only for lawful purposes. To the extent deemed necessary by Customer, Customer shall implement security procedures necessary to limit access to the Services to Customer's authorized users and shall maintain a procedure external to the Services for reconstruction of lost or altered files, data or programs.
f. **Contact**: Customer is responsible for establishing designated points of contact to interface with MCO

Attachment: Municipal Code Online Agt (RES-2022-342 : Approve First Amendment to Agreement for Self-Publishing Software Services for

6. **Licenses**: MCO hereby grants to customer a personal, nonexclusive, nontransferable license during the term of this Agreement to use, in object code form, all software and related documentation provided by MCO ("Licensed Material"), which may be furnished to Customer under this Agreement. Customer agrees to use commercially reasonable efforts to ensure that its employees and users of all Licensed Material hereunder comply with the terms and conditions set out in this Agreement. Customer also agrees to refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent to the Licensed Material. All Licensed Material furnished to Customer under this Agreement shall be used by Customer only for Customer's internal business purposes, shall not be reproduced or copied in whole or in part.
7. **Customer Data:** All data is owned by Customer and is to be strictly held as confidential. MCO will delete and destroy all copies of data once the Agreement is terminated with or without default. Customer has the option to receive a backup of data prior to deletion. All right, title and interest in and to the Licensed Material, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, belong exclusively to MCO.
8. **Customer Acknowledgement**: The Customer acknowledges that software is complex and never wholly free from defects, errors and bugs, and the MCO gives no warranty or representation that the software will be wholly free from such defects, errors and bugs. The MCO does not warrant or represent that the software will be compatible with any application, program, or other software utilized by the Customer. MCO provides a publishing and indexing software framework for books, and therefore cannot be held liable for content produced by Customer.
9. **Professional Services Excluded**: MCO will not and does not purport to provide any legal, taxation, or accountancy advice or services under this Agreement or in relation to the software. Any additional services that may be rendered under this Agreement by MCO, employees, officers, or agents shall constitute recommendations from a consultant and nothing more. MCO does not warrant or represent that the software will not give rise to any civil or criminal legal liability on the part of the Customer or any other person.
10. **Place of Notice:** Any notice required by this Agreement shall be deemed properly received if sent by certified mail to:
    a. **Municipal Code Online Inc.**
       1920 N 1700 W
       Farr West, Utah 84404
    b. **Mariposa County**
       PO Box 784
       5100 Bullion St.
       Mariposa, CA 95338
11. **Service Outage**: A Service Outage is an incident that impacts Customer that results in the public service not being delivered at a level reasonably expected. Malfunction of common features regularly used by administrators do not comprise a Service Outage and are Support issues. Routine maintenance and upgrades are not considered Service Outages. MCO will acknowledge by email, phone or text requests from Customer for

Attachment: Municipal Code Online Agt (RES-2022-342 : Approve First Amendment to Agreement for Self-Publishing Software Services for

credit for Service Outage(s) originating with MCO within 3 business days. The credit for Service Outage(s) will be determined by the following equation, G x D (explained below):

a. The sum of days Outage occurs (G)
b. Finding the daily expense by dividing the annual payment of one (1) year's License Fee by 365 (D)

12. **Backup of Data**: MCO will perform regular backup of Customer data.
13. **Termination**: Customer shall be responsible for payment of all charges under a terminated Agreement incurred as of the effective date of termination. This Agreement may be terminated immediately upon written notice by either Party if the other Party becomes insolvent or involved in a liquidation or termination of business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors. If a Party fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for thirty (30) days after receipt of written notice:
    a. The other Party may terminate this agreement, or
    b. Where the failure is a non-payment by Customer of any charge when due, MCO, may, at its option, terminate or suspend Services with seven days' notice.
14. **Support**: Customer shall receive support by MCO for any and all requests as they pertain to malfunction of the software outside the reasonable control and expectations of the Customer. MCO will be notified of any such malfunctions via a provided support email address, *support@municipalcodeonline.com*. Customer will receive a response to notifications within 3 business days.
15. **Price, Fees & Additional Costs**:
    a. **Term and Annual Fee:** Customer shall pay MCO an annual fee under this Agreement in the amount of:

        i. **[X] $2500 annually for a 5-year term, beginning on the Effective Date.** This option permits Customer access to manage and publish their own Municipal Code, and all additional books such as Resolutions, Minutes, Cemetery, etc., and *reasonable* custom books upon client request (wherein the software hosts books containing organizable, dynamic and searchable text, and the text's governing document(s) as evidence). Customer's Municipal Code, up to its most current state, will be initially transferred to the MCO online instance by MCO. Customer may retain the numbering in their present code, or accept MCO's suggested code numbering at no additional cost. The transferring of any additional book/book content is Customer's responsibility (unless Customer requests additional transfer services from MCO) .
        ii. At the conclusion of this agreement, MCO is likely to encourage Customer to continue to enter into another multiple-year agreement to receive the same services.

Attachment: Municipal Code Online Agt (RES-2022-342 : Approve First Amendment to Agreement for Self-Publishing Software Services for

This fee includes completing all necessary prerequisite tasks to be able to use and obtain access to all functionality of the given software as described in this Agreement. The implementation includes all term and annual fees for the duration of this Agreement. This fee also provides for the allocation of ongoing resources and any included feature and product enhancements made available to the Service generally. This fee is billed up front and in whole for the next term.

b. **Codifying Past or Future Ordinances & Training**: Customer claims to have less than 25 pages of ordinances or resolutions that still need to be codified, which will incur no charge because of the multiple-year agreement. Therefore, Customer will be expected to:
   i. Codify all future legislation into the transferred code.
   ii. Review MCO's numbering and codification standards, whereby customer may adopt MCO's model to improve clarity, ease future updating and to improve legislative references.
   iii. Evaluate if MCO should assist in additional codification efforts. If desired upon Customer request, Customer may be charged in *addition* to the Annual Fee mentioned in 15(a), and at the rate mentioned in 15(d).
   iv. Evaluate MCO's assistance to provide a sample Adopting Ordinance whereby Customer may make the Online Municipal Ordinances become the official Code.
   v. Receive training to Codify passed ordinances, and to draft and codify future Ordinances. To ensure Customer's staff is confident to codify in-house as past and ongoing Ordinances are inserted to the code, MCO will train staff in person or online, and provide a step-by-step guide for in-house Codification using MCO.
c. **Start-up & Transfer Fees**: Any Start-up and Transfer fees are **$0** as such fees are hereby waived based upon the initial multi-year term of this Agreement.
d. **Support, Technical & Consultation Fees**: Support or assistance with any software Service or platform functionality will be provided to the Customer via a provided support email address at no additional cost.
   i. Other non-technical support or assistance such as Codification of Ordinances or Resolutions will be billed at a rate of $15/pg, or $40/hr, rounded up to the next nearest hour interval.
   ii. Data input on Customer's behalf *not related* to Ordinance or Resolution transferring will be billed at a *lesser* per page rate, decided between written correspondence.
   iii. Consulting support including but not limited to the drafting of legalese for legal documents and related legal tasks, legal consultation, graphic design services, presentations, meeting attendance, or special projects requested by Customer will be billed at a rate of $100/hr, rounded up to the next nearest hour interval.

Any requested support, technical, consultation or otherwise which will result in incurring any added or additional expense to the Customer, will first be made

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known to the Customer and subsequently approved by an authorized party on the behalf of the Customer. Written documentation of requests must be sent to MCO by the Customer or its authorized agent, before any work can or will be completed and invoiced.

e. **Upgrade Fees**: If an upgrade is desired by Customer at a later date which increases access not permitted in the original terms, an addendum to this agreement will be required, and the annual fee may increase.

16. **General Provisions & Force Majeure**:

a. This Agreement, including any amendments and attachments hereto that are incorporated herein, constitute the entire agreement between the parties and shall be binding on the parties when accepted by Customer.

b. No modification, termination or waiver of any provisions of this Agreement shall be binding upon a Party unless in writing signed by an authorized officer of the relevant Party(ies).

c. No provision of any purchase order or other document issued by Customer, which purports to alter, vary, modify, or add to the provisions of this Agreement, shall be binding upon MCO or effective for any purpose, unless accepted by MCO in writing.

d. It is further expressly understood and agreed that, there being no expectations to the contrary between the parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, MCO's industry or between the parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.

e. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either Party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.

f. The Licensed Materials shall not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction.

g. This Agreement may not be assigned, sublicensed or transferred, in whole or in part, by Customer without the prior written consent of MCO. Any attempted assignment, subletting or transfer shall be void.

h. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

i. No delay or failure of MCO or Customer in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by MCO or Customer of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

Attachment: Municipal Code Online Agt (RES-2022-342 : Approve First Amendment to Agreement for Self-Publishing Software Services for

j. Neither Party is held liable in the event that a Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of god, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected Party or other causes beyond such Party's reasonable control (a "Force Majeure Event") the Party who has been so affected shall give notice to the other Party and shall do everything possible to resume performance.

k. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument.

l. This Agreement shall be governed by and construed under the laws of the State of Utah applicable to contracts made in and without regard to conflicts of law.

Signature below by your authorized representative is your consent to the terms and conditions of this Agreement.

CONSENT BY CUSTOMER	CONSENT BY MCO
X Rosemarie Smallcombe	X Kimball Clark
Printed Name: Board chair	Printed Name: Kimball Clark
Title: Rosemarie Smallcombe	Title: President
Date: April 3, 2018	Date: March 6, 2018
Attest: Keri LaRoche	

APPROVED AS TO FORM:
Steven W. Dahlem
STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: Municipal Code Online Agt (RES-2022-342 : Approve First Amendment to Agreement for Self-Publishing Software Services for

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2022-343

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Annual Agreement Between County and YARTS JPA

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Yosemite Area Regional Transportation System (YARTS) Joint Powers Authority (JPA) to Continue Providing Public Transit Services; and Authorize the Chair of the Board of Supervisors to Sign the Agreement.

The Agreement is for Transportation Services Between Merced Junior College and Mariposa County; Public Transit Commuter Services to Employees of Yosemite National Park and Businesses Near the Park; Transit Commuter Services to Mariposa Residents Traveling to Work Centers in Merced County; Maintain Connectivity with Intercity Transportation Providers in Merced County (Amtrak, Greyhound, and Merced County "The Bus"); to Provide Transit Service Options for Visitors Traveling to Mariposa County and Yosemite National Park; and to Provide Transit Service Options for Visitors Traveling Along the Highway 41 Corridor to Yosemite National Park.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved this Agreement annually since May of 2000. This year is the fifth year that the Highway 41 corridor has been included.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the agreement. Some Mariposa residents and visitors may not have transportation options to Merced, Mariposa and/or Yosemite, which could negatively affect their employment and Mariposa tourism.

FINANCIAL IMPACT:
$191,000; Funding for this Agreement is from Local Transportation funds and there is no impact to the General Fund.

ATTACHMENTS:
YARTS ANNUAL AGMT 2022-23(PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

REF ID# 13071

AGREEMENT TO PROVIDE PUBLIC TRANSIT SERVICES TO AND FROM MARIPOSA COUNTY

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of July 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Yosemite Area Regional Transportation System ("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, 2022, and terminate on June 30, 2023 ,unless extended as provided by this Agreement.

2. SERVICES

Contractor shall provide public transit services to and from Mariposa County 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 One Hundred Ninety-One Thousand Dollars and no/100 ($191,000.00). County shall pay the above sum quarterly, in advance, with the first payment being due on the 1st day of July 2022, in the amount of Forty-Seven Thousand Seven Hundred Fifty Dollars ($47,750) and payments thereafter being due on the 1st day of October, 2022; 1st of January, 2023; and the 1st day of April, 2023, each in the amount of Forty-Seven Thousand Seven Hundred Fifty Dollars ($47,750).

4. INSURANCE

Contractor shall procure and maintain for the duration of the 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 the 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

Attachment: YARTS ANNUAL AGMT 2022-23 (RES-2022-343 : Annual Agreement Between County and YARTS JPA)

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 limit of no less than $2,000,000 per accident for bodily injury or disease.

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: The 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 the 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 the 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, the Contractor's insurance overage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the 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 notice to the 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 the 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 the 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 the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

Attachment: YARTS ANNUAL AGMT 2022-23 (RES-2022-343 : Annual Agreement Between County and YARTS JPA)

(7) Verification of Coverage: Contractor shall furnish the 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 the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The 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 Entity 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 to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from Entity's sole negligence or 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 the 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: YARTS ANNUAL AGMT 2022-23 (RES-2022-343 : Annual Agreement Between County and YARTS JPA)

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. ASSIGNMENT

It is understood and agreed that this Contract contemplates personal performance by the 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 the Contractor under this Contract will be permitted only with the express written consent of the County.

10. 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:
Yosemite Area Regional Transportation System
369 W. 18th Street
Merced, CA 95340

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

11. COMPLIANCE

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

12. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon

Attachment: YARTS ANNUAL AGMT 2022-23 (RES-2022-343 : Annual Agreement Between County and YARTS JPA)

request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. 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; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Public Works Director. 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.

14. 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.

15. 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 immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon 180 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 either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party, at its option, may terminate this Agreement by giving written notification to the other party. 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, and failure to make payments as required by Section 3 of this Agreement.

16. 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.

Attachment: YARTS ANNUAL AGMT 2022-23 (RES-2022-343 : Annual Agreement Between County and YARTS JPA)

17. DISPUTES

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or 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.

18. CAPTIONS

The captions of this Agreement are for convenience in 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.

19. 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.

20. MANDATORY AND PERMISSIVE

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

21. 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.

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. 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.

24. CONTROLLING LAW

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

Attachment: YARTS ANNUAL AGMT 2022-23 (RES-2022-343 : Annual Agreement Between County and YARTS JPA)

25. 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 the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

26. 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.

27. 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.

28. 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.

29. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement 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

Attachment: YARTS ANNUAL AGMT 2022-23 (RES-2022-343 : Annual Agreement Between County and YARTS JPA)

occurring to the County, or offer an Agreement amendment to Contractor to reflect the reduced amount.IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

ATTEST:

Keith Williams
Interim Clerk of the Board

CONTRACTOR

Stacie Guzman , Executive Director
Yosemite Area Regional Transportation System

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: YARTS ANNUAL AGMT 2022-23 (RES-2022-343 : Annual Agreement Between County and YARTS JPA)

WORK PLAN
YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM (YARTS) MANAGEMENT ACTIVITIES

Purpose:

The Yosemite Area Regional Transportation System (YARTS) contracts with Merced County Association of Governments (MCAG) to provide management, planning, and administrative services to the transit system, including oversight of the day-to-day operations of the transit system.

Discussion:

Entering its 23rd year of operation in May of 2023, YARTS provides an alternative to driving in the Yosemite region for travelers and locals. It operates year-round on the Highway 140 corridor between Merced and Yosemite National Park, through Mariposa County and during the summer, June through September, on the Hwy 120/395 corridors between Yosemite Valley and Mono County destinations and between Tuolumne County destinations and Yosemite Valley.

As of May 2015, through a contract with the Fresno Council of Governments (FCOG), YARTS now also operates on Highway 41 between Fresno and Yosemite National Park during the summer (May – Sept.), a service that will discontinue after Summer of 2022.

YARTS is facing a number of challenges including funding constraints and capital needs. YARTS has recently completed the YARTS Strategic Plan (2021) which provides the foundation for direction of the agency to become more sustainable as it nears the start of a new Operations and Maintenance contract on November 1, 2022.

Tasks:

610 – Management, Administration and Planning

Provide administration functions to the YARTS Joint Powers Authority (JPA) Board and the YARTS Authority Advisory Committee (AAC), at the direction of the YARTS Board.

- Prepare the YARTS Work Plan
- Prepare agendas for the YARTS Board and the AAC
- File notices of Public Hearings as needed
- Staff Board and AAC meetings and facilitate video conferencing as needed
- Record and prepare the minutes from Board and AAC meetings
- Implement and coordinate Board directives
- Maintain the YARTS accounting records
- Prepare financial updates for the Board and the AAC for each regular meeting or at least quarterly
- Contract for and complete an annual audit
- Prepare and administer the approved YARTS budget
- Identify, apply for, and administer grants to fund operating and capital projects
- Administer YARTS contracts and agreements and do billing for same, I.E. Amtrak, NPS, VIA, Greyhound, member agency annual agreements as needed, Joint Powers Authority and Advisory Authority Committee JPA and bylaw updates
- Monitor service contractor performance

Attachment: YARTS ANNUAL AGMT 2022-23 (RES-2022-343 : Annual Agreement Between County and YARTS JPA)

- File required state and federal reports
- Collect and analyze ridership and passenger information
- Manage and maintain a reservation software
- Manage and upkeep passenger information systems (website, text notifications, customer e-mails, etc)
- Annually review the operating schedules and demand by run. Recommend changes as needed
- Contract for liability and property insurance coverage
- Participate in Social Services Transportations Advisory Committee (SSTAC) meetings in the three member-county service areas
- Maintain working relationships with elected and appointed state and federal officials, Yosemite National Park management, Park Concessionaire management, Amtrak, environmental organizations and member-county staff
- Maintain contractual agreements with Greyhound Bus Lines and Amtrak to share customers and jointly promote public transit to Yosemite and the region
- Work to establish new agreements with partner agencies
- Maintain YARTS-owned property and assets, i.e. Mariposa Park and Ride, replacing broken glass at shelters as needed, clean and remove graffiti and stickers from shelters, review maintenance on YARTS-owned buses with contractor
- Under written agreement with the National Park Service, work with Yosemite NP to establish temporary "summer peak demand" service in Tuolumne, Mono and Mariposa/Merced Counties. This project includes working with locals in each project county to determine their priorities and preferences, writing schedules, preparing and distributing marketing materials, and attending regular bi-weekly (phone) meetings with park staff to evaluate and direct the effort.
- Participate in CalACT/CTA/RTAP legislative meetings to stay current on legislation that effects rural public transit and attend CalACT/CTA/RTAP semi-annual meetings for professional growth and improvement
- Work with the Board to establish the appropriate number of vehicles in the YARTS-owned fleet
- Acquire/Replace vehicles as needed and allowed in the YARTS budget
- Seek funding from the most advantageous source for the purchase of buses to grow the YARTS-owned fleet to the level directed by the Board
- Create a Capital Acquisition/Replacement fund within the YARTS Budget.

621 – Fresno COG Contract

- Administer the requirements of the agreement between YARTS and the Fresno Council of Governments (FCOG) for the provision of public transit on Hwy 41 between Fresno and Yosemite National Park as specified in a Memorandum of Understanding (MOU) between YARTS and FCOG.
- Coordinate regularly with the FCOG project manager.
- Provide timely billing, as specified in the agreement, to FCOG seeking reimbursement for work performed on their behalf.
- Prepare a quarterly financial report to FCOG

Attachment: YARTS ANNUAL AGMT 2022-23 (RES-2022-343 : Annual Agreement Between County and YARTS JPA)

625 – Outreach and Marketing

Provide outreach and marketing efforts to promote ridership.

- Schedules - Create, distribute and install seasonal schedules and brochures, and other promotional materials, as needed
- Administer all aspects of the YARTS marketing budget from identifying funding sources through approving the payment of invoices
- Ticket vendors – Administer ticket sales through contracted vendors; includes distribution of tickets, review of sales reports, and collection of revenue
- Public Information – Prepare and distribute news releases to media contacts as appropriate
- Create and place advertising in appropriate venues
- Public Appearances – seek opportunities for and make public speaking and other appearances where possible to market the transit service
- Maintain the YARTS web site and continue the ongoing remodel/update of the site
- Refine and market the ticket reservation program
- Sustain the social media marketing efforts
- Maintain YARTS' presence on Google Transit
- Respond to rider comments and complaints
- Maintain a good working relationship with the Gateway Partners organization
- Conduct "Fam Tours" for media and local stakeholders annually
- Maintain contact with tour operators who use YARTS in their business plans;
- Build and/or retain strong relationships with connecting transit providers who serve the Yosemite region including, but not limited to, Greyhound, Amtrak, Boutique Air, United Airlines, Fresno Airport, ESTA, Merced Co. "The Bus", Fresno Area Express, Madera County Transit, and Tuolumne County Transit.
- Under written agreement with the Park Service, conduct marketing efforts toward public use of the "peak period" expanded transit service during the summer months.

Total Staffing Cost: $443,250

Funding:

• CMAQ	$46,257
• FresnoCOG	$25,000
• YARTS General Revenue	$371,993
Total Funding for Staffing:	**$443,250**

Attachment: YARTS ANNUAL AGMT 2022-23 (RES-2022-343 : Annual Agreement Between County and YARTS JPA)

YARTS Highway 140 Winter 2021-22 Service

Effective: October 1, 2021 - May 15, 2022

MERCED → YOSEMITE

	Location	Run 140-1 Express	Run 140-3	Run 140-7	Run 140-11 Express	Run 140-13	Run 140-15
Merced / Catheys Valley	Merced Airport			7:10 AM	8:45 AM	10:30 AM	5:25 PM
	Merced Transpo	5:00 AM		7:25 AM	9:00 AM	10:45 AM	5:40 PM
	Merced Amtrak		5:30 AM	7:35 AM	9:10 AM	10:55 AM	5:50 PM
	Catheys Valley		6:00 AM	8:05 AM		11:25 AM	6:20 PM
Mariposa/Midpines	Mariposa Fairgrounds		REQ	REQ		REQ	REQ
	Midtown Mariposa	5:46 AM	6:15 AM	8:20 AM	9:55 AM	11:40 AM	6:35 PM
	Roadside Rest Stop		6:18 AM	8:23 AM		11:43 AM	6:38 PM
	Mariposa Park & Ride	5:51 AM	6:21 AM	8:26 AM	10:01 AM	11:46 AM	6:41 PM
	AutoCamp			8:38 AM	10:13 AM	11:58 AM	6:53 PM
	Midpines County Park	6:02 AM	6:35 AM	8:40 AM		12:00 PM	6:55 PM
	Midpines Post Office	6:05 AM	6:39 AM	8:44 AM		12:04 PM	6:59 PM
	Yosemite Bug Resort		6:44 AM	8:49 AM	10:24 AM	12:09 PM	7:04 PM
El Portal	Cedar Lodge		7:11 AM	9:16 AM	10:51 AM	12:36 PM	7:31 PM
	NPS Maintenance	6:39 AM	7:16 AM	9:21 AM		12:41 PM	REQ
	Barium Mine Road	6:41 AM	7:19 AM	9:24 AM		12:44 PM	REQ
	El Portal Post Office	6:44 AM	7:22 AM	9:27 AM		12:47 PM	REQ
	Yosemite View Lodge		7:26 AM	9:31 AM	11:06 AM	12:51 PM	7:46 PM
Yosemite National Park	Curry Village	7:20 AM	7:56 AM	10:01 AM	11:36 AM	1:21 PM	8:16 PM
	Yosemite Valley Visitor Center	7:25 AM	8:01 AM	10:06 AM	11:41 AM	1:26 PM	REQ
	Yosemite Valley Lodge / Laurel Cottage	7:30 AM	8:06 AM	10:11 AM	11:46 AM	1:31 PM	8:26 PM

Reservations are available online at YARTS.com

PLEASE NOTE:

- REQ stops are for DROP-OFFs ONLY. No pick-ups are allowed without an online reservation.
- Driver must be notified at boarding that a passenger wishes to be dropped off at a REQ stop.
- No unscheduled stops wil be permitted. (for example: Yaqui Gulch Road, Cherry Street).
- Run 140-1 (in red) does not operate on weekends and holidays.
- YARTS does not operate on the following holidays: Thanksgiving Day, Christmas Day, New Year's Day, Easter Sunday
- Runs 140-1 and 140-11 are YARTS Express Runs and will only pick up at the locations with a scheduled time
- Scheduled times are estimates. YARTS buses may occassionally run behind schedule due to traffic, road construction, inclement weather and natural disasters.
- Have a question? Please call 877-989-2787 during business hours (Monday-Friday, 8am-5pm)
- Delay notifications and other information can be found at YARTS.com; Facebook.com/rideYARTS; Twitter.com/rideYARTS; or text YARTS140 to 877-559-2787
- Please check our website at www.yarts.com for current COVID-19 safety precautions and requirements
- A $1.00 surcharge will be applied per passenger fare as a result of COVID-19 safety efforts

Attachment: YARTS ANNUAL AGMT 2022-23 (RES-2022-343 : Annual Agreement Between County and YARTS JPA)

YARTS Highway 140 Winter 2021-22 Service

Effective: October 1, 2021 - May 15, 2022

YOSEMITE → MERCED

	Location	Run 140-2 Express	Run 140-4	Run 140-6	Run 140-8 Express	Run 140-10	Run 140-14
Yosemite National Park	Curry Village		8:20 AM	2:05 PM	3:40 PM	4:15 PM	5:05 PM
	Yosemite Valley Visitor Center		8:25 AM	2:10 PM	3:45 PM	4:20 PM	5:10 PM
	Yosemite Valley Lodge/ Laurel Cottage		8:30 AM	2:15 PM	3:50 PM	4:25 PM	5:15 PM
El Portal	Yosemite View Lodge		8:58 AM	2:43 PM		4:53 PM	5:43 PM
	El Portal Post Office		9:02 AM	2:47 PM	4:22 PM	4:57 PM	5:47 PM
	Barium Mine Road		9:05 AM	2:50 PM	4:25 PM	5:00 PM	5:50 PM
	NPS Maintenance		9:08 AM	2:53 PM	4:28 PM	5:03 PM	5:53 PM
	Cedar Lodge		9:13 AM	2:58 PM		5:08 PM	5:58 PM
Mariposa/Midpines	Yosemite Bug Resort	5:54 AM	9:40 AM	3:25 PM		5:35 PM	6:25 PM
	Midpines Post Office	5:59 AM	9:45 AM	3:30 PM	5:05 PM	5:40 PM	6:30 PM
	Midpines County Park	6:03 AM	9:49 AM	3:34 PM	5:09 PM	5:44 PM	6:34 PM
	AutoCamp	6:05 AM	REQ	REQ		5:46 PM	REQ
	Roadside Reststop	6:17 AM	10:03 AM	REQ		REQ	6:48 PM
	Mariposa Park & Ride	6:20 AM	10:06 AM	3:51 PM	5:26 PM	REQ	6:51 PM
	Midtown Mariposa	6:23 AM	10:09 AM	3:54 PM	5:29 PM	6:04 PM	6:54 PM
	Mariposa Fairgrounds		REQ	REQ	REQ	REQ	REQ
Merced / Catheys Valley	Catheys Valley	6:38 AM	REQ	REQ	REQ	REQ	REQ
	Merced Amtrak	REQ	10:54 AM	4:39 PM	6:14 PM	6:49 PM	7:39 PM
	Merced Transpo	7:18 AM	11:04 AM	4:49 PM	6:24 PM	6:59 PM	7:49 PM
	Merced Airport	REQ	REQ	REQ	REQ	REQ	REQ

Reservations are available online at YARTS.com

PLEASE NOTE:

- REQ stops are for DROP-OFFs ONLY. No pick-ups are allowed without an online reservation.
- Driver must be notified at boarding that a passenger wishes to be dropped off at a REQ stop.
- No unscheduled stops wil be permitted. (for example: Yaqui Gulch Road, Cherry Street).
- Runs 140-2 and 140-8 (in red) do not operate on weekends and holidays.
- YARTS does not operate on the following holidays: Thanksgiving Day, Christmas Day, New Year's Day, Easter Sunday
- Runs 140-2 and 140-8 are YARTS Express Runs and will only pick up at the locations with a scheduled time
- Scheduled times are estimates. YARTS buses may occassionally run behind schedule due to traffic, road construction, inclement weather and natural disasters.
- Have a question? Please call 877-989-2787 during business hours (Monday-Friday, 8am-5pm)
- Delay notifications and other information can be found at YARTS.com; Facebook.com/rideYARTS; Twitter.com/rideYARTS; or text YARTS140 to 877-559-2787
- Please check our website at www.yarts.com for current COVID-19 safety precautions and requirements
- A $1.00 surcharge will be applied per passenger fare as a result of COVID-19 safety efforts

Attachment: YARTS ANNUAL AGMT 2022-23 (RES-2022-343 : Annual Agreement Between County and YARTS JPA)

YARTS Highway 140 Summer 2022 Service

Effective: May 16, 2022 - September 30, 2022

MERCED → YOSEMITE

	Location	Run 140-1	Run 140-3	Run 140-5	Run 140-7	Run 140-9	Run 140-11	Run 140-13	Run 140-15
Merced / Catheys Valley	Merced Airport				6:55 AM		8:45 AM	10:30 AM	**5:25 PM**
	Merced Transpo	5:00 AM	5:30 AM	6:00 AM	7:10 AM		9:00 AM	10:45 AM	**5:40 PM**
	Merced Amtrak		5:40 AM	6:10 AM	7:20 AM		9:10 AM	10:55 AM	**5:50 PM**
	Catheys Valley		6:10 AM	6:40 AM	7:50 AM		9:40 AM	11:25 AM	**6:20 PM**
Mariposa/Midpines	Mariposa Fairgrounds			6:52 AM	8:02 AM	8:52 AM	9:52 AM	11:37 AM	
	Midtown Mariposa	5:40 AM	6:25 AM	6:55 AM	8:05 AM	8:55 AM	9:55 AM	11:40 AM	**6:35 PM**
	Roadside Rest Stop		6:28 AM	6:58 AM	8:08 AM	8:58 AM	9:58 AM	11:43 AM	**6:38 PM**
	Mariposa Park & Ride	5:45 AM	6:31 AM	7:01 AM	8:11 AM	9:01 AM	10:01 AM	11:46 AM	**6:41 PM**
	AutoCamp		6:43 AM	7:13 AM	8:23 AM	9:13 AM	10:13 AM	11:58 AM	**6:53 PM**
	Midpines County Park	5:58 AM	6:45 AM	7:15 AM		9:15 AM	10:15 AM	**12:00 PM**	
	Midpines Post Office	6:01 AM	6:49 AM	7:19 AM		9:19 AM	10:19 AM	**12:04 PM**	**6:59 PM**
	Yosemite Bug Resort		6:54 AM	7:24 AM	8:34 AM	9:24 AM	10:24 AM	**12:09 PM**	**7:04 PM**
El Portal	Cedar Lodge		7:21 AM	7:51 AM	9:01 AM	9:51 AM	10:51 AM	**12:36 PM**	**7:31 PM**
	NPS Maintenance	6:31 AM	7:26 AM	7:56 AM	9:06 AM	9:56 AM	10:56 AM	**12:41 PM**	**7:36 PM**
	Barium Mine Road	6:34 AM	7:29 AM	7:59 AM	9:09 AM	9:59 AM	10:59 AM	**12:44 PM**	**7:39 PM**
	El Portal Post Office	6:37 AM	7:32 AM	8:02 AM	9:12 AM	10:02 AM	11:02 AM	**12:47 PM**	**7:42 PM**
	Yosemite View Lodge		7:36 AM	8:06 AM	9:16 AM	10:06 AM	11:06 AM	**12:51 PM**	**7:46 PM**
Yosemite National Park	Curry Village	7:11 AM	8:06 AM	8:36 AM	9:46 AM	10:36 AM	11:36 AM	**1:21 PM**	**8:16 PM**
	Yosemite Valley Visitor Center	7:16 AM	8:11 AM	8:41 AM	9:51 AM	10:41 AM	11:41 AM	**1:26 PM**	**8:21 PM**
	Yosemite Valley Lodge/ Laurel Cottage	7:21 AM	8:16 AM	8:46 AM	9:56 AM	10:46 AM	11:46 AM	**1:31 PM**	**8:26 PM**

PM Times in **bold** font

REQ Stop

Reservations are available online at YARTS.com

PLEASE NOTE:

- REQ: stops are for DROP-OFFs ONLY. No pick-ups are allowed without an online reservation.
- Driver must be notified at boarding that a passenger wishes to be dropped off at a REQ stop.
- No unscheduled stops wil be permitted (for example: Yaqui Gulch Road, Cherry Street).
- Run 140-1 does not operate on weekends and holidays
- Holidays include: Memorial Day and 4th of July
- Run 140-1 is a YARTS Express Run and will only pick up at the locations with a scheduled time.
- Scheduled times are estimates. YARTS buses may occassionally run behind schedule due to traffic, road construction, inclement weather and natural disasters.
- Delay notifications and other information can be found at YARTS.com; Facebook.com/rideYARTS; Twitter.com/rideYARTS; or text YARTS140 to 877-559-2787
- Face coverings required for all passengers in accordance with Transportation Security Administration (TSA) and/or Centers for Disease Control (CDC) guidelines.
- A $1.00 surcharge will be applied per passenger as a result of COVID-19 safety efforts.

Attachment: YARTS ANNUAL AGMT 2022-23 (RES-2022-343 : Annual Agreement Between County and YARTS JPA)

Highway 140 Summer 2022 Service

Effective: May 16, 2022 - September 30, 2022

YOSEMITE → MERCED

	Location	Run 140-2	Run 140-4	Run 140-6	Run 140-8	Run 140-10	Run 140-12	Run 140-14	Run 140-16	Run 140-18
Yosemite National Park	Curry Village		8:20 AM	2:15 PM	3:40 PM	4:15 PM	4:35 PM	5:05 PM	6:00 PM	8:35 PM
	Yosemite Valley Visitor Center		8:25 AM	2:20 PM	3:45 PM	4:20 PM	4:40 PM	5:10 PM	6:05 PM	8:40 PM
	Yosemite Valley Lodge/ Laurel Cottage		8:30 AM	2:25 PM	3:50 PM	4:25 PM	4:45 PM	5:15 PM	6:10 PM	8:45 PM
El Portal	Yosemite View Lodge		8:58 AM	2:53 PM	4:18 PM	4:53 PM	5:13 PM	5:43 PM	6:38 PM	9:13 PM
	El Portal Post Office		9:02 AM	2:57 PM	4:22 PM	4:57 PM	5:17 PM	5:47 PM	6:42 PM	9:17 PM
	Barium Mine Road		9:05 AM	3:00 PM	4:25 PM	5:00 PM	5:20 PM	5:50 PM	6:45 PM	9:20 PM
	NPS Maintenance		9:08 AM	3:03 PM	4:28 PM	5:03 PM	5:23 PM	5:53 PM	6:48 PM	9:23 PM
	Cedar Lodge		9:13 AM	3:08 PM	4:33 PM	5:08 PM	5:28 PM	5:58 PM	6:53 PM	9:28 PM
Mariposa/Midpines	Yosemite Bug Resort	5:54 AM	9:40 AM	3:35 PM	5:00 PM	5:35 PM	5:55 PM	6:25 PM	7:20 PM	9:55 PM
	Midpines Post Office	5:59 AM	9:45 AM	3:40 PM	5:05 PM	5:40 PM	6:00 PM	6:30 PM	7:25 PM	10:00 PM
	Midpines County Park	6:03 AM	9:49 AM	3:44 PM	5:09 PM	5:44 PM	6:04 PM	6:34 PM	7:29 PM	10:04 PM
	AutoCamp	6:05 AM	9:51 AM	3:46 PM	5:11 PM	5:46 PM	6:06 PM	6:36 PM	7:31 PM	10:06 PM
	Roadside Reststop	6:17 AM	10:03 AM	3:58 PM	5:23 PM	5:58 PM	6:18 PM	6:48 PM	7:43 PM	10:18 PM
	Mariposa Park & Ride	6:20 AM	10:06 AM	4:01 PM	5:26 PM	6:01 PM	6:21 PM	6:51 PM	7:46 PM	10:21 PM
	Midtown Mariposa	6:23 AM	10:09 AM	4:04 PM	5:29 PM	6:04 PM	6:24 PM	6:54 PM	7:49 PM	10:24 PM
	Mariposa Fairgrounds		10:12 AM	4:07 PM	5:32 PM	6:07 PM	6:27 PM		7:52 PM	10:27 PM
Merced / Catheys Valley	Catheys Valley	6:35 AM	10:24 AM	4:19 PM	5:44 PM	6:19 PM	6:39 PM		8:04 PM	10:39 PM
	Merced Amtrak	7:05 AM	10:54 AM	4:49 PM	6:14 PM	6:49 PM	7:09 PM		8:34 PM	11:09 PM
	Merced Transpo	7:13 AM	11:04 AM	4:59 PM	6:24 PM	6:59 PM	7:19 PM		8:44 PM	11:19 PM
	Merced Airport	7:28 AM	11:19 AM	5:14 PM		7:14 PM	7:34 PM	8:04 PM	8:59 PM	11:34 PM

PM Times in bold font

REQ Stop

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- Run 140-2 is a YARTS Express Run and will only pick up at the locations with a scheduled time.
- Scheduled times are estimates. YARTS buses may occassionally run behind schedule due to traffic, road construction, inclement weather and natural disasters.
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- Face coverings required for all passengers in accordance with Transportation Security Administration (TSA) and/or Centers for Disease Control (CDC) guidelines.
- A $1.00 surcharge will be applied per passenger as a result of COVID-19 safety efforts.

Attachment: YARTS ANNUAL AGMT 2022-23 (RES-2022-343 : Annual Agreement Between County and YARTS JPA)

Round trip fares*

To find your fare, select your starting location in the column below and move across the table to the right until you find the column labeled with your destination.

FARES	Merced		Catheys Valley		Mariposa		Midpines		El Portal		Yosemite Valley	
	General	*Reduced*	General	*Reduced*	General	*Reduced*	General	*Reduced*	General	*Reduced*	General	*Reduced*
Merced			$15	*$5*	$24	*$9*	$24	*$9*	$31	*$14*	$45	*$19*
Catheys Valley	$13	*$5*			$10	*$5*	$10	*$5*	$24	*$9*	$31	*$14*
Mariposa	$24	*$9*	$10	*$5*			$8	*$3*	$13	*$5*	$24	*$9*
Midpines	$24	*$9*	$10	*$5*	$8	*$3*			$13	*$5*	$24	*$9*
El Portal	$31	*$14*	$24	*$9*	$13	*$5*	$13	*$5*			$15	*$6*
Yosemite Valley	$45	*$19*	$31	*$14*	$24	*$9*	$24	*$9*	$15	*$6*		

Reduced rates for Seniors 62+, Disabled, Veterans, and children age 6-17

Children 5 and under are free. One child age 6-12 rides free with each paid adult fare.

*Fares include a $1 surcharge as a result of COVID-19 safety efforts

Attachment: YARTS ANNUAL AGMT 2022-23 (RES-2022-343 : Annual Agreement Between County and YARTS JPA)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-344

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve Amendment to Agreement with Hoffman Electronic Systems

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RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to the Three Year Agreement with Hoffman Electronic Systems for Alarm Monitoring in the County Building of the Health and Human Services Agency; and Authorize the Board of Supervisors Chair to Sign the Amendment.

In addition to providing alarm monitoring for main building of Heath and Human Services Agency (HHSA), this requested amendment will expand the agreement scope of work through install of sprinkler monitoring fire alarm system at the HHSA's Community Health Center.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved an agreement with Hoffman Electronic Systems to support the County buildings occupied by the Public Works office on August 24, 2021 through Resolution No. 2021-498.

Board of Supervisors approved an agreement with Hoffman Electronic Systems to support the County building occupied by the District Attorney's office on November 2, 2021 through Resolution No. 2021-615.

Board of Supervisors approved three year agreement with Hoffman Electronic Systems to support the County building occupied by Health and Human Services Agency on December 7, 2021 through Resolution No. 2021-656.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the County building alarm systems for HHSA will no longer be monitored.

FINANCIAL IMPACT:
No Financial Impact to the General Fund.

ATTACHMENTS:
Mariposa County HHSA_Combined Systems_Agreement (1) (PDF)
Hoffman Electronic Systems 2022 - Wsignatures - Res. #2021-656 (PDF)

REF ID# 13017

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

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.c

SALE AND/OR INSTALLATION AND SERVICES AGREEMENT - Retail Installment Contract

THIS SALE AND/OR INSTALLATION AND SERVICES AGREEMENT - RETAIL INSTALLMENT CONTRACT ("AGREEMENT") is made this 16th day of May, 2022 by and between Hoffman Electronic Systems, a California corporation ("Hoffman" or "we" or "us"), and Subscriber ("Subscriber" "Buyer" or "you" or "client") named below.

SUBSCRIBER	DESCRIPTION OF JOB
Mariposa County Health & Human Services Agency P.O. Box 99, Mariposa , CA 95338	CHC Fire Alarm & Main Facility Panic Buttons , ,

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 t "System"); OR

☐Install, provide repair service, and provide the other services for the security systems described below ("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	Labor
1 EA	XR550 Panel w/Network Module, Transformer, battery
1 EA	Cellular Communicator (XR150,550)
3 EA	Touch Screen Keypad
1 EA	Wireless High Power Receiver
4 EA	Wireless Repeater
3 EA	Wireless Hold-up w/ Belt Clip
28 EA	Wireless Hold-up Button
1 EA	Fire Kit, XR150 Fire Dialer Panel w/Transformer, Cell Communicator
1 EA	Smoke, Pull Station, Batteries, Submittals, Document Box

Equipment & Taxes - $6,340.00 Labor - $6,150.00 Total - $12,490.00
Hoffman to replace system and existing panic buttons with new system and two button fixed panic buttons at 5362 Lemee Lane, Mariposa. Hoffman to install a new sprinkler-monitoring fire alarm system at 5300 Hwy 49 N. Client to provide dedicated power circuit for fire alarm control unit.

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. A failure by us without excuse to substantially commence work within twenty (20) days from the approximate installation starting date is a violation of the Alarm Company Act. Upon completion of th installation, we will thoroughly instruct you in the proper use of the System. You may cancel this transaction, without any penalty or obligation, prior to midnight of the third business day (or fifth business day, if you are over the age of sixty-five years old) from the date of the contract **SEE THE ATTACHED NOTICE OF RIGHT TO CANCEL FURTHER DETAILS.**

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 (check all that apply)

SALES/INSTALLATION PRICE $12,490.00 SERVICE CHARGE $115.00/MONTH

(Sales Tax Included in Installation Price)

Includes:

☑ Monitoring	☑ Cell	☐ Total Control App	☐ Camera Control
☐ Extended warranty	☐ Virtual Keypad Access	☐ ZWave Control	☐ Open/Close Report
☐ Entre	☐ Entre CS	☐ Fire inspections	☐ UL Certification
☐ Camera Maintenance	☐ Instant Eye Witness	☐ Videofied Clips	☐ Data Breach

Hoffman_____ Subscriber_____

Attachment: Mariposa County HHSA_Combined Systems_Agreement (1) (RES-2022-344 : Approve Amendment to Agreement with Hoffman

DEPOSIT DUE NOW	$0.00	INITIAL TERM OF MONITORING SERVICE PAID: Monthly	3 - YEARS (36 Mo/12 qtr/3 yrs)
		TOTAL MONITORING SUM	$115.00 PER PERIOD
DUE UPON COMPLETION	$12,490.00	FOR INITIAL TERM	$4,140.00

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 p 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 "Credit Information/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 pa 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 payments, we may terminate providing any further services and all collection rights and remedies of Hoffman are expressly reserved. You also authorize us to charge any amoun due to us to any payment method that we may have on file for you.

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 renew term. **IF YOU ARE A RESIDENTIAL PURCHASER, SEE THE ATTACHED NOTICE OF AUTOMATIC RENEWAL FOR FURTHER DETAILS.**

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 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 understar 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 ar 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, which you authorize us to charge to any payment method we may have on file for you. In addition, we may periodically increase the serv fee as set forth in Section 19, and you authorize us to charge any such fees to any payment method we may have on file for you.

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-I OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BY-PASSED OR THAT IT WILL ALWAYS OPERATE. YO ACKNOWLEDGE AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEV INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, 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 PROPER PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVI 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 SERVICE 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 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 n 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 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 other 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 Syste 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 conti 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 hazar 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 avo 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 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 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 wil 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 if such wiring and/or related System components (e 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, and you authorize us to charge any payment method that you may have on file with us.

ADDITIONAL DISCLOSURES

HOFFMAN WILL PROVIDE ONE HOUR FREE LABOR TO BRING THE SYSTEM ONLINE. ANY OTHER WORK REQUIRED TO MAKE THE SYSTEM OPERATIONAL WILL BE CHARGED ON A "TIME PLUS MATERIALS" BASIS. IF ANY WIRES HAVE BEEN CUT SINCE THE PRE-WIRE AND IT IS NECESSA TO ADD ADDITIONAL EQUIPMENT TO COMPLETE THE SYSTEM, IT IS THE SUBSCRIBER'S RESPONSIBILITY TO PAY FOR THIS EQUIPMENT ON A "TIM PLUS MATERIALS" BASIS. USE OF WIRELESS EQUIPMENT MAY BE AFFECTED BY UNSEEN VARIABLES, AND ADDITIONAL EQUIPMENT AND LABOR I BE REQUIRED IF CONDITIONS DICTATE. THESE COSTS MAY BE BILLED TO YOU AND CHARGED TO ANY PAYMENT METHOD YOU MAY HAVE ON FIL WITH US.

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.

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).

IF ADDITIONAL TRIPS ARE REQUIRED TO COMPLETE INSTALLATION OR OTHER SERVICES BECAUSE YOU OR A CONTRACTOR FAILED TO PROVIDE REQUIRED EQUIPMENT OR CONNECTIONS BY SCHEDULED INSTALLATION DATE, (I.E. DOORS, WINDOWS, TELEPHONE, POWER… ETC.), WE MAY BI ADDITIONAL TRIPS AT STANDARD LABOR RATES.

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UNLESS YOU DESIGNATE AND WE AGREE, 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 WARRANT ANY EQUIPMENT INSTALLED BY ANY OTHER COMPANY.
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 I 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 UNDEI 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.
ADDITIONAL CONDITIONS REGARDING YOUR PRIVACY AND CYBERSECURITY APPLY AND ARE DETAILED AT HTTS://HOFFMANSECURITY.COM/PRIVACYPOLICY.HTML.
HOFFMAN IS NOT RESPONSIBLE FOR FAILURES OF THAT INTERNET SERVICE OR LOST VIDEO DUE TO INTERNET RELATED ISSUES. NOTIFICATION VIDEO LOSS SIGNALS MAY BE INTERRUPTED DUE TO BROADBAND ISSUES BEYOND OUR CONTROL. SUBSCRIBER GIVES HOFFMAN THE RIGHT TO I 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 SYSTE 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 M USE NEW OR USED PARTS OF EQUAL QUALITY AT OUR ELECTION. IF AN EXTENDED WARRANTY IS INCLUDED, THE POLICIES IN THIS SECTION AND SECTION 6 (ABOVE) 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:(P.M., MONDAY THROUGH FRIDAY, EXCLUDING WEEKENDS AND 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 ACCES CONTROL CARDS, VIDEO HARD-DRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RAT ANY REQUIRED OR REQUESTED FIRE ALARM TESTS AND/OR INSPECTIONS ARE NOT PART OF WARRANTY SERVICE AND SHALL BE SEPARATELY BIL 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 TI THE SYSTEM CANNOT BE DEFEATED, BYPASSED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAI 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 IMPLI 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 LIMITATI(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 rec fails. Subscriber is responsible for maintaining high speed internet connection. Once per month, if remote access is made available by you and conditions permit, Hoffman will remotely attempt to determine if any applicable cameras are functioning as intended by using any combination of methods, such as checking if the cameras are accessible, if viev are obscured, or other processes to attain general system health. We will also perform an annual camera cleaning to be scheduled by the client. Finally, we will cover all normal and tear on camera 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 h

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" 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 and cha to any applicable payment method on file in accordance with this Agreement. When a burglary, fire, duress, medical or other alarm signal from the System is received in the Ce we will call your premises first, followed by the first person (if any) 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 availa person on your Subscriber information form (if any) but will not notify emergency authorities. We reserve the right to verify all alarm signals by using the two-way voice or visu devices, if one has been installed, calling the premises or otherwise before notifying the government agencies. At our sole discretion we may choose not to notify the governmer 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 b governmental agencies having jurisdiction over your system. We may discontinue or change any particular response service due to governmental or insurance requirements by g 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 respon 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. *Subscri 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 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, stand 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 and cha to any applicable payment method on file in accordance with our 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 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 telephon 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 sys 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 connect 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 telepho 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 ma controlled by the California Public Utilities Commission and Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinu 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 Inter 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

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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 TRANSMISSIC WITH THE CENTER.

11. FALSE ALARMS. You agree that you and others using the System will use it carefully so as to avoid causing false alarms. Severe weather or other forces beyond our cont can cause false alarms. If we receives too many false alarms, that will constitute a breach of contract by you, and we may cancel monitoring and service and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you pay for the charge, and you furthermore authorize us to charge any payment method you may have on file with us.

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 materials" 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.

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 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 neces 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 ar 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 charg 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 fo 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 s 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 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 an 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 su 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 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 na 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 cas 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 informa 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 government 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 weath 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) ther 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 g 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 disconi 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 USE 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 ow 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 agenc 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 dama 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 profi 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 amoi 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 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) 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 servic 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 m 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 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 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, yc 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 assignm 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 sa 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, y 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 t 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 t 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 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 proper (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 premises; (g) it is difficult to determine in advance how fast the police or fire department or others would respond to an alarm signal; (h) it is difficult to determine in advance w 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. , and (i) we are n an insurer of the safety and privacy of your information stored on our computer systems, and our computer systems are subject to risks related to cyberattacks and cybercrime, a result of which information about you and your premises may be intercepted and used by third parties in a way that would compromise your safety and privacy, the safety of you premises, and the safety and privacy of third parties on your premises. Therefore you agree that, even if a court decides that Hoffman's breach of this Agreement, a failure of the

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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 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, 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 lia 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 ca 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 w 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 oblig 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 employe 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 yo 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 b 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 th 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, including as amended from time to time, which shall constitute th 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 refer 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 referenc 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 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 av 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 installati 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 increas you agree to pay the same.

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 l 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, 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 emergenc 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 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 sele 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 y 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 pri 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 gove 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 Agree 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 AN 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 HA JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT O 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.

HOFFMAN ELECTRONIC SYSTEMS

_____
[Print Subscriber's Name]

_____
[Sales Agent & Agent Reg #]

_____
[Subscriber's Signature]

_____
Management Approval

Date:_____

Type of Entity:

Date: _____, 20___

[ ] 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

Hoffman_____ Subscriber_____

Attachment: Mariposa County HHSA_Combined Systems_Agreement (1) (RES-2022-344 : Approve Amendment to Agreement with Hoffman

THE SIGNING OF THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT SUBSCRIBER MAY NOT RECEIVE A COPY OF THIS AGREEMEN
APPROVED BY HOFFMAN'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMEI
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 BE
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: Mariposa County HHSA_Combined Systems_Agreement (1) (RES-2022-344 : Approve Amendment to Agreement with Hoffman

Hoffman_____ Subscriber_____

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-656

MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings

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RECOMMENDATION AND JUSTIFICATION:
Approve Three Year Agreement with Hoffman Electronic Systems for Alarm Monitoring in the County Building of the Health and Human Services Agency; and Authorize the Board of Supervisors Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved an agreement with Hoffman Electronic Systems to support the County buildings occupied by the Public Works office on August 24, 2021 through Resolution No. 2021-498.

Board of Supervisors approved an agreement with Hoffman Electronic Systems to support the County building occupied by the District Attorney's office on November 2, 2021 through Resolution No. 2021-615.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the County building alarm systems for Health and Human Services will no longer be monitored.

FINANCIAL IMPACT:
No Financial Impact to the General Fund.

ATTACHMENTS:
Hoffman Electronic Systems - Wcsignature (PDF)

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

Attachment: Hoffman Electronic Systems 2022 - Wsignatures - Res. #2021-656 (RES-2022-344 : Approve Amendment to Agreement with

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 October, 2021*** by and between Hoffman Electronic Systems, a California corporation ("Hoffman"), and Subscriber named below.

SUBSCRIBER	DESCRIPTION OF JOB
Mariposa County Behavioral Health PO Box 99, Mariposa , CA 95338	Mariposa County Behavioral Health 5362 Lemee Ln, 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

Mariposa County Family Services
5362 Lemee Lane
Mariposa, CA 95338- Security $ 25.00 per month

Mariposa County Family Services
5362 Lemee Lane
Mariposa, CA 95338- Security $ 25.00 per month

Hoffman to continue to monitor both security systems

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	$50.00/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	$50.00 PER PERIOD $1,800.00

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

Hoffman MH Subscriber _____

RECEIVED 11/8/21 dle

Attachment: Hoffman Electronic Systems 2022 - Wsignatures - Res. #2021-656 (RES-2022-344 : Approve Amendment to Agreement with

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.

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.

Hoffman MH Subscriber

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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 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.

11. FALSE ALARMS. You agree that you and others using the System will use it carefully so as to avoid causing false alarms. Severe weather or other forces beyond our control can cause false alarms. If we receives too many false alarms, that will constitute a breach of contract by you, and we may cancel monitoring and service and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you will pay for the charge.

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).

Hoffman MH Subscriber

Attachment: Hoffman Electronic Systems 2022 - Wsignatures - Res. #2021-656 (RES-2022-344 : Approve Amendment to Agreement with

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 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

Hoffman MH Subscriber

Attachment: Hoffman Electronic Systems 2022 - Wsignatures - Res. #2021-656 (RES-2022-344 : Approve Amendment to Agreement with

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.

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: 10/19, 2021

MARIPOSA COUNTY
[Print Subscriber's Name]

By _____
Marshall Long, Chair

Date: Dec. 7, 2021

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.

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

Hoffman MH Subscriber _____

Attachment: Hoffman Electronic Systems 2022 - Wsignatures - Res. #2021-656 (RES-2022-344 : Approve Amendment to Agreement with

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-345

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Authorize an Increase of Extra Help Hours to 1,300 at Solid Waste

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RECOMMENDATION AND JUSTIFICATION:
Authorize an Increase of Extra Help Hours to 1,300 at the Solid Waste Division Within the Public Works Department.

The Solid Waste Division is extremely short staffed. The increase in hours will help relieve the strain and allow the Coulterville Transfer Station and Mariposa Landfill to continue operating with experienced staff.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously approved the increase of Extra-Help hours.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, there will be overtime expenses.

FINANCIAL IMPACT:
No Financial Impact

ATTACHMENTS:
Garcia, Ed to 1300(PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

REF ID# 13016

Mariposa County
Department of Public Works

Airport – Cemeteries – Engineering – Facilities
Fleet Maintenance – Parks & Rec – Plant Operations
Roads – Solid Waste – Surveyor – Transportation

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

May 17, 2022

TO: Carl Crown, Interim Director, Human Resources/Risk Management

FROM: Shannon Hansen, Director, Public Works & Transportation

SUBJECT: Increase of Extra Help Hours for Edward Garcia

Please accept this request to increase the Extra Help hours from 860 to 1300 for the captioned employee working at Public Works in the Solid Waste Department. This staff member has been with Public Works since December 2019 and is a needed member of our team.

Thank you for your consideration of this request.

Attachment: Garcia, Ed to 1300 (RES-2022-345 : Authorize an Increase of Extra Help Hours to 1,300 at Solid Waste)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-346

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Budget Action Transferring Funds into the FEMA Water Tanks Fund ($200,000)

RECOMMENDATION AND JUSTIFICATION:

Approve Budget Action Reducing General Fund and Increasing the FEMA Water Tanks Fund in the Public Works and Transportation Department Budget ($200,000).

This budget action form was included in an item previously approved by the Board in mid May 2022; however, the Budget Action Category was not selected, therefore it did not receive the required review and approval of the Auditor and Assistant CAO.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On May 17, 2022, Resolution 2022-306 the Board approved the transfer of funds ($200,000) for the placement of 250,000-gallon water tanks at three locations in Mariposa County.

On March 24, 2022, FEMA approved a grant for the cost of the three tanks.

On April 21, 2020, Resolution 2020-200 the Board approved a re-submission of Form 130 to the California Office of Emergence Services.

On April 8, 2019, a grant application was submitted to the FEMA Hazard Mitigation Grant Program (HMGP).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, the proper transfer of funds will not be achieved.

FINANCIAL IMPACT:
The transfer of $200,000 from Transient Occupanct Tax reduces the total in the General Fund.

ATTACHMENTS:
Budget Action - FY21-22 Fund 5576 - FEMA Water Storage Tanks No. 2 (PDF)

REF ID# 13040

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

ID 13[illegible]
(Originally attached to RES2022-306)

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	100	41102	Transient Occupancy Tax		($200,000)	
1001	100	80111	Transfer Out		$200,000	
5576	350	49101	Transfer In		($200,000)	
5576	350	46063	FEMA Hazard Mitigation Grant		($2,518,050)	
5576	350	70321	Utility Infrastructure		$2,718,050	
TRANSFER BETWEEN FUNDS						
				TOTALS	$0	$0

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or appropriating Reserve for Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit.

JUSTIFICATION: County contribution to FEMA Water Storage Tanks grant

DEPT HEAD SIGNATURE [signature] DATE: 5/2/22

APPROVED BY RES NO. CLERK DATE

5576 FEMA Water Storage Tanks

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: Budget Action - FY21-22 Fund 5576 - FEMA Water Storage Tanks No. 2 (RES-2022-346 : Approve Budget Action Transferring

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-347

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Rescind Resolution 22-310 Willdan 1St Amendment for the Downtown Parking District

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RECOMMENDATION AND JUSTIFICATION:
Rescind Resolution 22-310 which Approved the 1st Amendment with Willdan Engineering for the Design of the Downtown Parking District.

On May 17, 2022 Resolution 22-310 the Board took action and approved the First Amendment with Willdan Engineering. This item was placed on the Board of Supervisors Consent Agenda; but should have been heard by the Vehicle Parking District No. 1. This item will be brought back to be heard by the correct forum.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has rescinded Resolutions in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the Board may be out of compliance.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

REF ID# 13020

MARIPOSA COUNTY

Clerk of the Board of Supervisors ·

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: CSA 1M 2022 Chair Selection

RECOMMENDED ACTION AND JUSTIFICATION:

Selection of the 2022 County Services Area 1M (Lake Don Pedro) Chair

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This Board has not met since 2020; therefore, the Board will need to choose a Chair to conduct meetings.

Board member Jones was the Chair in 2020.

The Board normally selects the Chair and Vice-Chair at its first meeting of the year. This is the first 2022 meeting for the CSA 1M.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not choose a Chair for the year, they will need to select a Chair Pro-Tem for each meeting.

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

MARIPOSA COUNTY

Clerk of the Board of Supervisors ·

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: CSA 1M Vice-Chair Selection

RECOMMENDED ACTION AND JUSTIFICATION:

Selection of the 2022 County Services Area 1M (Lake Don Pedro) Vice-Chair

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This Board has not met since 2020; therefore, the Board will need to select a Chair to conduct meetings.

Board member Long was the Vice-Chair in 2020.

The Board normally selects the Chair and Vice-Chair at its first meeting of the year. This is the first 2022 meeting for the CSA 1M.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not choose a Chair for the year, they will need to select a Chair Pro-Tem for each meeting.

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Budget Action Reducing a Transfer Out in the LDP Sewer Fund to Increase Expense ($11,705)

RECOMMENDATION AND JUSTIFICATION:

Approve Budget Action Reducing the Transfer Out in the Don Pedro Sewer Fund and Increasing Expense ($11,705).

The Don Pedro Sewer budget, fund 3316, is over budget in its Services and Supplies category and we are unable to pay invoices. Currently, there is a total of $6,500 in outstanding bills to pay with additional recurring bills to come, as in PG&E for May and June. Reducing the transfer out by its full allocation of $11,705 will allow Public Works Administration to pay some of these.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board regularly approves requests for redistributing allocations between categories within a fund.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action would preclude payment of outstanding invoices thus, an alternative means of appropriating the Don Pedro Budget would be necessary.

FINANCIAL IMPACT:
Reducing the transfer out from Don Pedro Sewer to a General Fund budget reduces total revenue to the General Fund <$11,705>

ATTACHMENTS:
Budget Action - FY21-22 Fund 3316 - Admin Fee (PDF)

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

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	304	49161	Interdepartmental Services Revenue			($11,705)
1001	304	60431	Software			$11,705
3316	408	80111	Transfer Out			$11,705
3316	408	60414	Electricity		$6,000	
3316	408	60301	General Professional Services		$5,705	
TRANSFER BETWEEN FUNDS						
				TOTALS	$11,705	$11,705

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or appropriating Reserve for Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit.

JUSTIFICATION: Decrease the Transfer Out for PW Admin Fee to pay vendor invoices

DEPT HEAD SIGNATURE _____ DATE: 6/2/22

APPROVED BY RES NO. _____ CLERK _____ DATE _____

3316 Don Pedro Wastwater Treatment Plant

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: Budget Action - FY21-22 Fund 3316 - Admin Fee (CSA1M-2022-3 : Approve Budget Action Reducing a Transfer Out in the LDP

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Unmet Transportation Needs Hearing for FY 21/22

RECOMMENDED ACTION AND JUSTIFICATION:
PUBLIC HEARING: To Receive Comments Regarding Possible Unmet Transportation Needs Within Mariposa County for Fiscal Year 2021-2022; and Adopt a Resolution Finding One of the Following: A) There Are No New Unmet Needs; B) There Are No New Unmet Transit Needs that Are Reasonable to Meet; C) There Are Unmet Transit Needs, Including Needs that Are Reasonable to Meet; or D) Grant a Continuance of the Public Hearing Until a Later Date.

The Social Services Transportation Advisory Council (SSTAC) published a meeting for April 27, 2022. Despite providing notice in the local paper and County website there was no public comment. To further seek any known unmet transit needs public notice was published to allow the public time to provide comments by June 1, 2022. It is determined during this time that there are no "reasonable to meet" unmet needs to bring before the Commission at this time.

Therefore, the actions requested of the Local Transportation Commission (LTC) are:

1. Request public input regarding possible unmet transit needs.

2. Deliberate on the unmet transit needs based on the adopted definition and criteria. The LTC may desire to use the flowchart to determine if identified unmet needs projects are reasonable to meet.

3. Adopt by resolution one of the following findings:

   A. There are no (new) unmet needs.
   B. There are no (new) unmet transit needs that are reasonable to meet.
   C. There are unmet transit needs, including needs that are reasonable to meet
   D. Grant a continuance of the public hearing until a later date.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The LTC annually conducts a public hearing pursuant to Section 99238.5 of the Transportation Development Act (TDA) to determine if there are any transit needs

Local Transportation Commission 2022-11

within the community that are not being met, but that are reasonable to meet. If there are such needs that are reasonable to meet, the County must fund those prior to releasing funds for street and roads purposes.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Without a finding regarding unmet transit needs within the County, the LTC is barred from allocating Transportation Development Act funds for streets and roads.

The hearing may be continued to request further information from staff or investigate any additional "unmet need" that is presented at the public hearing.

FINANCIAL IMPACT:
Funding transfers from the Local Transportation Fund to various budgets are included in the Requested FY 21/22 budget.

ATTACHMENTS:
Flowchart (PDF)
Definition of Terms (PDF)
Bus Flyer (PDF)
Handouts - Transit Schedules (PDF)
Resolution Unmet Needs 2021-22 (PDF)
County Website Notice Unmet Needs Public Hearing (PDF)

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

UNMET NEEDS FLOWCHART

IS THIS REQUEST AN UNMET NEED?

1. Is it essential? and,
2. Are the users transit dependent?, and,
3. Is there no other available means of transportation?

YES → **IS THE REQUEST REASONABLE TO MEET -- CAN A SERVICE DEVELOPED THAT WILL MEET ALL OF THE FOLLOWING CRITERIA?**

1. Can it be proven operationally feasible? and,
2. Will this service demonstrate community acceptance? and,
3. Would the service serve a significant number of the population? and,
4. Can the service be economical? and,
5. Can the service demonstrate cost effectiveness by having a ratio of fare revenue to total operational cost of at least 10 percent? and,
6. Does the service meet the reasonableness criteria adopted by the LTC, of $26 per service hour and $14 per passenger trip?

YES → Request is an unmet need that is reasonable to meet, and must be funded using TDA prior to funding streets and roads.

NO → Request is not an unmet need that is reasonable to meet and is not required to be funded.

NO → Request is not an unmet need that is reasonable to meet and is not required to be funded.

Definitions of the Terms
"Unmet Transit Needs" and "Reasonable to Meet"

Unmet Transit Needs

Those public transportation services which have not been funded or implemented but have been identified through public input, including the annual unmet transit needs public hearing, transit needs studies or other methods approved by the Commission.

Unmet transit needs specifically include:

- Public transit services not currently provided for persons to who rely on public transit to reach: employment, medical assistance, shop for food or clothing, to obtain social services such as health care, county welfare programs and educational programs.
- Trips requested by the transit dependent or transit disadvantaged persons, for which there is no other available means of transportation. Transit dependent or transit disadvantaged shall include but are not limited to, the elderly, the disabled, youth and persons of limited means.

Reasonable to Meet

The Mariposa County Local Transportation Commission (LTC) has defined an unmet transit need as "reasonable to meet" if the following conditions prevail:

1. New, expanded, or revised transit service, if implemented or funded, would not cause the operator to incur expenditures in excess of the maximum amount of Transportation Development Act (TDA) funds available to the County of Mariposa.
2. The proposed transit service does not duplicate transit services currently provided by either public or private operators.
3. Support exists as demonstrated through the public hearing process or other means of communication for the proposed service.
4. New, expanded, or revised transit service, if implemented or funded, would allow the responsible operator to meet the TDA required rural area farebox and revenue ratio of 10% (or higher percentage as determined by the LTC) for the overall system. In addition, service will be considered reasonable if the projected average cost per ride, by type of service can be provided at a cost no higher than 10% above the average cost per passenger by type of service within Mariposa County for a period no longer than a year.
5. There is supporting data to indicate sufficient ridership potential for the new, expanded, or revised service.
6. The proposed transit service shall have a reasonable expectation of future demand and available funding on a long-term basis to maintain the service.
7. Is needed and would benefit either the general public or the elderly and disabled population as a whole.

Comparing unmet transit needs with the need for streets and roads shall not make the determination of whether an unmet transit need is reasonable to meet.

Attachment: Definition of Terms (LTC-2022-11 : Unmet Transportation Needs Hearing for FY 21/22)

PUBLIC HEARING

UNMET



TRANSIT NEEDS

Tuesday, June 14, 2022 – 9:00 a.m.
Mariposa Board of Supervisors
Government Center
5100 Bullion Street
Mariposa, CA 95338

UNMET TRANSIT NEEDS
NOTICE OF PUBLIC HEARING

The Mariposa County Local Transportation Commission will hold a public hearing to take testimony regarding transportation needs within Mariposa County. The Hearing will be held on June 14, 2022 at 9:00 am, or as soon thereafter as possible, in the Board Chambers, Government Center, 5100 Bullion Street, Mariposa, CA.

Under the California Transportation Development Act, this hearing opportunity is provided annually to take testimony on potential unmet transit needs within the region. The public, interested agencies, and community groups are encouraged to appear and state those transportation needs which they feel are not currently being met by existing transit services. Testimony should be as specific as possible with regard to those citizens, or groups of citizens, not currently served by transit, the requested type and amount of transit service, the geographic area in which service is needed and any other supporting evidence that will help in the evaluation of the reasonable requested service.

Written comments will also be accepted and read into the record if received by June 1, 2022. Please address written comments to the Local Transportation Commission, Mariposa County Department of Public Works, 4639 Ben Hur Road, Mariposa, CA, 95338. Call Jeannie Morvay-Clayton, Transportation Planning at (209) 966-5356 if you have any questions regarding this hearing or would like more information on the Commission's adopted definitions of "unmet transit need" and "reasonable."

If you are unable to attend this meeting, but would like to provide comments, please contact Jeannie Morvay-Clayton, Transportation Planning at:

Mariposa County Public Works
Phone (209) 966-5356

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Public Works Department at (209) 966-535

Mari-Go

SOUTH COUNTY SCHEDULE

Curb-To-Curb Service For Riders
Call In Advance To Arrange Pick-Up Time(s):

966-5315

****Shopping**Appointments**Excursions****

Monday—Hwy 49 North: Hornitos & Catheys Valley

Tuesday—Mariposa to Merced: Pick Up In Town Area & Along Hwy 140 Corridor

Wednesday—Hwy 49 South: Indian Peak, Usona, Basin, Lushmeadows Areas

Thursday—3 Mile Radius of Transit Office Located on Spriggs Lane
(Can Include Mariposa Airport, Mormon Bar, Ben Hur, & Parts of Old Hwy)

Friday—Hwy 140 East: Midpines & Carter Road Areas

Town Area Fares To Senior Activity Center Luncheon: $1.00 Round-Trip (Seniors Only)

Fares Two Miles or Less from Transit Office: $2.00 One-Way

Fares Over Two Miles to 12 Miles: $3.00 One-Way

Fares Over 12 Miles: $4.00 One-Way

Fares To Merced: $4.00 One-Way

Monday, Wednesday, and Friday In Town Pick Up & Drop Off Locations: YARTS Park & Ride (Near Rite Aid), Public Parking Lot on Stroming Rd., & New Human Services Bldg. Available By Arrangement From 10:30 AM To 1:00 PM.

Funding for Seniors (60+) provided by Area 12 Agency on Aging's Title III-B Transportation Program

Attachment: Handouts - Transit Schedules (LTC-2022-11 : Unmet Transportation Needs Hearing for FY 21/22)

Mari-Go
MARIPOSA COUNTY TRANSIT

****NORTH COUNTY RESIDENTS****

Tuesday Transportation To Sonora

Curb-To-Curb Service For Riders

Must Call In Advance to Reserve a Ride*

966-5315

ShoppingAppointments**Excursions****

Pick-Up Times Start Approx. 9:15 A.M. (Coulterville Area)
Return Trip 2:00 P.M. (Sonora)

Fares To Sonora--$4.00 One-Way
$8.00 Round-Trip

All Buses Are Equipped For Wheelchair Passengers**

**All trips to Sonora must be made by close of business day (5:00 PM) the day before date of service to ensure driver availability.*

Funding for Seniors (60+) Transportation is provided by Area 12 Agency on Aging's Title III-B Transportation Program

Attachment: Handouts - Transit Schedules (LTC-2022-11 : Unmet Transportation Needs Hearing for FY 21/22)

MARIPOSA COUNTY
LOCAL TRANSPORTATION COMMISSION
RESOLUTION NO. 22-

A RESOLUTION REGARDING UNMET NEEDS FOR PUBLIC TRANSPORTATION

WHEREAS, the Local Transportation Commission held a public hearing on June 14, 2022 at 9:00 AM, at which time public input was called for and received; and

WHEREAS, the Mariposa County Social Services Transportation Advisory Council committee members were notified to make recommendations concerning transit programs; and made recommendations that there are unmet needs that are reasonable to meet; and

WHEREAS, this Commission compared the testimony and documentation with the definition of "unmet needs" and "reasonable to meet" previously adopted by this County: and

WHEREAS, pursuant to Section 99401.5 (b) of the Public Utilities Code, the transit dependent and transit disadvantaged throughout the County are reached by agencies represented on the Social Services Transportation Advisory Council; and

WHEREAS, the identifiable groups likely to be transit dependent or transit disadvantaged are continually contacted by the Senior / Community Services Manager through their outreach programs and contact with Social Services; and

WHEREAS, the adequacy of the existing transit services in meeting transit demand and an analysis of potential service improvements has been considered by the County.

NOW, THEREFORE BE, IT RESOLVED by the Mariposa County Local Transportation Commission that there are no new unmet transit needs that are "reasonable to meet."

BE IT FURTHER RESOLVED that previously identified needs will continue to be met with the existing transit services.

PASSED AND ADOPTED by the Mariposa County Transportation Commission this 14th day of June 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Rosemarie Smallcombe, Chair
Local Transportation Commission

ATTEST:

_____
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: Resolution Unmet Needs 2021-22 (LTC-2022-11 : Unmet Transportation Needs Hearing for FY 21/22)

UNMET TRANSIT NEEDS
NOTICE OF PUBLIC HEARING

The Mariposa County Local Transportation Commission will hold a public hearing to take testimony regarding transportation needs within Mariposa County. The hearing will be held on June 14, 2022, @ 9:00 a.m. or as soon thereafter as possible, in the Board Chambers, Government Center, 5100 Bullion Street, Mariposa, CA.

Under the California Transportation Development Act, this hearing opportunity is provided annually to take testimony on potential unmet transit needs within the region. The public, interested agencies, and community groups are encouraged to appear and state those transportation needs which they feel are not currently being met by existing transit services. Testimony should be as specific as possible with regard to those citizens, or groups of citizens, not currently served by transit, the requested type and amount of transit service, the geographic area in which service is needed and any other supporting evidence that will help in the evaluation of the reasonable requested service.

Written comments will also be accepted and read into the record if received by June 1, 2022. Please address written comments to the Local Transportation Commission, Mariposa County Department of Public Works, 4639 Ben Hur Road, Mariposa, CA, 95338. Call (209) 966-5356 if you have any questions regarding this hearing or would like more information on the Commission's adopted definitions of "unmet transit need" and "reasonable."

Jeannie Morvay-Clayton, Transportation Planning

Attachment: County Website Notice Unmet Needs Public Hearing (LTC-2022-11 : Unmet Transportation Needs Hearing for FY 21/22)

MARIPOSA COUNTY

Clerk of the Board of Supervisors ·

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Selection of 2022 Vehicle Parking District Board Chair

RECOMMENDED ACTION AND JUSTIFICATION:
Selection of the 2022 Vehicle Parking District No. 1 Board Chair.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In 1975, Ordinance number 397 was adopted which approved the formation of Vehicle Parking District No. 1 of Mariposa County (PARKING DISTRICT) for which the Board of Supervisors (BOS) members sit as the Board of Directors.

Under County Code 2.04.010, regular meetings of the PARKING DISTRICT Board are to be held on regular BOS meeting days, similar to what is done with the Local Transportation Commission, the Air Pollution Control District, and the Water Agency Board.

This Board has not met since 2020; therefore, the Board will need to choose a Chair to conduct meetings.

Board member Cann was the Chair in 2020.

Since this is the first PARKING DISTRICT meeting of 2022, it is appropriate that a Chair now be selected. Historically, the PARKING DISTRICT Chair has been the District IV Supervisor given that the PARKING DISTRICT lies entirely within District IV.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The PARKING DISTRICT needs a Chair to run its meetings.

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

MARIPOSA COUNTY

Clerk of the Board of Supervisors ·

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Selection of 2022 Vehicle Parking District Board Vice-Chair

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RECOMMENDED ACTION AND JUSTIFICATION:
Selection of the 2022 Vehicle Parking District No. 1 of Mariposa County Board Vice-Chair.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In 1975, Ordinance number 397 was adopted which approved the formation of Vehicle Parking District No. 1 of Mariposa County (PARKING DISTRICT) for which the Board of Supervisors (BOS) members sit as the Board of Directors.

Under County Code 2.04.010, regular meetings of the PARKING DISTRICT Board are to be held on regular BOS meeting days, similar to what is done with the Local Transportation Commission, the Air Pollution Control District, and the Water Agency Board.

This Board has not met since 2020; therefore, the Board will need to choose a Chair to conduct meetings.

Board member Long was the Vice-Chair in 2020.

Since this is the first PARKING DISTRICT meeting of 2022, it is appropriate that a Vice-Chair now be selected. Marshall Long was selected as Vice-Chair in 2020. No Vehicle Parking District No. 1 meetings were held in 2021 therefore a 2021 Vice-Chair was not selected.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The PARKING DISTRICT needs a Vice-Chair in case the Chair is not available to run meetings.

Vehicle Parking District No. 1 of Mariposa County 2022-2

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

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve First Amendment to the Agreement with Willdan Engineering for Design of the Parking District

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RECOMMENDATION AND JUSTIFICATION:
Approve the First Amendment to the Agreement with Willdan Engineering Extending the Term of the Agreement to December 31, 2022 for Design of the Parking District; and Authorize the Parking District Chair to Sign the Amendment.

The Board approved an agreement with Willdan Engineering in 2020 for several services related to the parking district. Specified services included securing easements for parking lots to be improved as part of the Downtown Revitalization project. The original term of the agreement ended in December 2021. This extension through December 2022 is necessary to finalize some of the services specified in the scope of work and make final payments.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On February 4, 2020 Resolution 2020-03 the Board approved an Agreement with Willdan Engineering in a amount not to exceed $115,176.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve; County will not be able to improve the parking facilities as part of the Downtown Revitalization project. The County must be in control of the parking lots prior to Economic Development Administration completing its construction grant post approval process.

ATTACHMENTS:
Willdan Eng 20-036 Parking District (PDF)
Willdan - 1st amd Parking Dist mr (PDF)
Willdan Parking Dist 2020-3 (PDF)

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

20-036

AGREEMENT FOR MARIPOSA VEHICLE PARKING DISTRICT

THIS AGREEMENT ("Agreement") is made and entered into this 13th day of Feb., 2020, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Willdan Engineering, ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on January 24, 2020 and terminate on December 31, 2021unless extended as provided by this Agreement.

2. SERVICES

Contractor shall provide design services for Mariposa Parking District 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 $115,176. The Contractor's hourly rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoices.

4. INSURANCE

Contractor shall procure and maintain for the duration of the 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 the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit

Attachment: Willdan Eng 20-036 Parking District (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for

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 limit of no less than $1,000,000 per accident for bodily injury or disease.

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

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: The 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 the 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 the 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, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the 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 notice to the 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 the 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 the County has received a waiver of subrogation endorsement from the insurer.

Attachment: Willdan Eng 20-036 Parking District (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for

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

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

(7) Verification of Coverage: Contractor shall furnish the 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 the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The 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

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

Attachment: Willdan Eng 20-036 Parking District (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for

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

8. STATE AND FEDERAL TAXES

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

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

9. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by the 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 the Contractor under this Agreement will be permitted only with the express written consent of the County.

10. 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:
Willdan Engineering
2014 Tulare St. Suite 515
Fresno, CA 93721
559.443.5290

COUNTY:
Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

11. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion,

Attachment: Willdan Eng 20-036 Parking District (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for

color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

12. PUBLIC RECORDS ACT

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

13. 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; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Director of Public Works & Transportation. 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.

14. 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.

15. 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 immediately be paid all fees earned as of the effective date of termination.

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

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

Attachment: Willdan Eng 20-036 Parking District (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for

16. 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.

17. 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 claim or 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.

18. CAPTIONS

The captions of this Agreement are for convenience in 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.

19. 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.

20. MANDATORY AND PERMISSIVE

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

21. 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.

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. 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.

Attachment: Willdan Eng 20-036 Parking District (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for

24. CONTROLLING LAW

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

25. 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 the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

26. 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.

27. 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.

28. 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.

29. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years 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, the 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

Attachment: Willdan Eng 20-036 Parking District (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for

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 Agreement amendment to Contractor to reflect the reduced amount.

Funding Source: Parking District

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

COUNTY OF MARIPOSA

Mike Healy, Director
Public Works & Transportation

CONTRACTOR

Willdan Engineering
ANGEL M. FREIS
DIRECTOR

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel

Last revised: 7/2/18

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EXHIBIT "A"

WILLDAN
Celebrating 50 years of service

MARIPOSA VEHICLE PARKING DISTRICT

SCOPE OF WORK

Willdan understands that in 1975 Mariposa County formed Vehicle Parking District Number 1 pursuant to the Vehicle Parking District Law of 1943. The Vehicle Parking District Law of 1943 provided for the imposition of an ad valorem tax on properties within the district and for annual adjustments in the tax. It is understood, that the tax has not been adjusted for a number of years and that an ad valorem tax may not be the most appropriate means of assessing the properties within the District. There are currently 223 parking spaces within the parking district, 55 private, 68 on street, and 100 in the 3 parking lots. Mariposa desires to continue the parking enhancements provided by Parking District Number 1. It is understood that the 5th Street and Upper 6th Street parking lots were paved prior to the formation of the parking district and have not had significant preventative maintenance since that time. The Lower 6th Street parking lot is unpaved. The Parking District currently receives approximately $4,500 annually from the assessments on approximately 35 parcels within the district. The annual revenue provides for minimal expenditures beyond annual rental payments.

The original intent to form the District made reference to acquiring the parking lots and access, but was not specific about how they were to be acquired. The acquisition appears to have been accomplished through leases. These leases have been quite controversial with some of the lessors and are probably not the appropriate method to secure ongoing rights to improve and maintain the parking lots. These leases do not provide a reliable means of guaranteeing the Districts rights to the parking lot properties into the future. This is particularly true as the District plans for longer term investments in improvements to the existing parking lots or the possible inclusion of additional lots in the future.

The goal of this project is to develop a district that will provide revenue to maintain the enhanced parking into the future. Securing long term rights to the property is an integral aspect of creating a viable district. Various options for creating a viable parking district provided in the Streets and Highways Code have been explored. The advantage of some of the Streets and Highways Code options are that they provide for business owners rather than property owners to be assessed. While assessing the business owners within the existing Parking District is appealing as business ownership and usage change it would be increasingly difficult manage and increased administrative costs would likely negate any perceived benefits. After discussion and review with

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the County, the initial determination is that the formation of a new Zone of Benefit within the existing Countywide County Service Area Number 1 is an attractive option. This option would allow continued parking enhancements within the community of Mariposa. The proposed boundaries of the expanded parking district have been tentatively determined and easements are proposed as the appropriate means of acquiring the property rights to the land that the parking lots occupy. Assessing the businesses within the district in proportion to the number of parking spaces required by zoning and use is recommended as the appropriate means of distributing the costs.

Willdan recommends that Doug Wilson manage all phases of the project for the County.

Phase 1. Project Management

The management of the project will include attending meetings with the County to provide progress updates, gather information, coordinate subconsultant's activities and prepare invoices.

Phase 2. (Optional)

The first Phase of the project is to obtain environmental clearance. Even though this is a critical first phase of the project, it is listed as optional pending determination of whether the County will perform this service or it will be provided as a part of Willdan's activities.

Phase 3. Prepare Easement Deed Descriptions and Plats

Task 3A. Prepare easement descriptions for the parcels to be acquired. Mr. David Knell, PLS will review the lease descriptions provided by the County and revise as necessary. Nine descriptions anticipated to be reviewed and two (Methodist Church and Dulcich) are anticipated to be revised.

Task 3B. Mr. Knell will also oversee the reparation of the plats for the parcels to be acquired.

Phase 4. Easement Acquisition

Task 4A. Manage the appraisal and acquisition processes included in Task 4B and 4C. (The appraisal and acquisition will be performed by Bender Rosenthal. For a more detailed description of the appraisal acquisition process please reference the following)

Task 4B. Appraise the properties to be acquired by easement. (The appraisal and acquisition will be performed by Bender Rosenthal. For a more detailed description of the appraisal acquisition process please reference the following)

Attachment: Willdan Eng 20-036 Parking District (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for

Task 4C. Negotiate and obtain signed deeds. (The appraisal and acquisition will be performed by Bender Rosenthal. For a more detailed description of the appraisal acquisition process please reference the following)

Phase 5. Develop data for Parking District ,,Zone of Benefit (Optional- this item is optional because the timing is uncertain.)

Task 5A Gather and analyze property data

Task 5A1. Gather existing property data within Parking District Number 1

Task 5A2. Analyze existing property data to determine whether it is adequate to determine parking needs for each parcel in accordance with the County's adopted parking requirements.

Task 5A3. Identify existing data gaps and methodology to fill them.

Task 5A4. Consider options utilizing existing data.

Task 5A5. Develop preliminary options for allocating assessments.

Task 5A6. Review findings and options with County.

Task 5B. Review boundaries for adjustment

Task 5B1. Review boundaries with County to determine potential adjustments to the boundaries.

Task 5B2. Gather property data for any potential areas for addition to the existing Parking District Number 1.

Task 5C. Develop potential assessments.

Task 5C1. Develop potential, "order of magnitude" costs for acquiring parking lots and review acquisition options with the Planning Department.

Task 5C2. Develop potential, "order of magnitude" costs and schedule for rehabilitation of parking lots.

Task 5C3. Develop potential, "order of magnitude" ongoing administration, maintenance and operations costs.

Task 5C4. Develop potential "order of magnitude" assessments based upon potential costs and up to three assessment options.

Task 5D. Review findings

Attachment: Willdan Eng 20-036 Parking District (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for

Task 5D1. Review potential boundaries, assessment methodologies and assessments with the County.

Task 5D2. Review with property owners within the proposed districts to gain feedback.

Task 5E. Develop report for the Board of Supervisors including a report of activities and recommendations, including a scope of work to proceed to the formation of the Zone of Benefit.

Phase 6. Prepare documents for the Creation of the Parking District Zone of Benefit (Optional- this item is optional because the timing is uncertain.)

Task 6A. Utilizing information developed in Task 5, develop a proposal for creating the parking Zone of Benefit

Task 6A1. Work with County staff to develop any missing data required to develop Parking Zone of Benefit as directed by the Board of Supervisors.

Task 6A2. Refine estimates to acquire rights to property for the parking lots as directed by the Board of Supervisors.

Task 6A2. Refine estimates and schedules for improvements/rehabilitation of the existing parking lots.

Task 6A3. Develop estimates and costs to administer the Parking Zone of Benefit.

Task 6A4. Develop initial assessment for the Parking Zone of Benefit.

Task 6B. Prepare documents for the creation of the Parking Zone of Benefit.

Task 6B1. Develop Resolution for consideration by the Board of Supervisors for the establishment of the Parking Zone of Benefit.

Task 6B2. Develop Notice of Proposed District Formation and Assessment and prepare it for mailing.

Task 6B3. Participate in the Public Hearing.

Task 6B4. Participate in count of returned ballots.

County to:

Provide any mapping and district descriptions.

Provide any required property information necessary for determining parking spaces required.

Mail notices and ballots.



Attachment: Willdan Eng 20-036 Parking District (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for

Thank you for giving us the opportunity to be of service to the County of Mariposa. If you have any questions, please contact Mr. Doug Wilson at (559) 901-9000 or dwilson@willdan.com

Respectfully submitted,
WILLDAN ENGINEERING

Jessica Arden, PE
Deputy Director

Attachment: Willdan Eng 20-036 Parking District (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for

BENDER ROSENTHAL
SUBCONSULTANT DETAIL

Attachment: Willdan Eng 20-036 Parking District (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for

BRI BENDER ROSENTHAL INCORPORATED

December 12, 2019

Doug Wilson, Principal Project Manager
Willdan Engineering

ORIGINAL BY EMAIL:
dwilson@willdan.com

RE: APPRAISAL AND ACQUISITION SERVICES FOR TWO PARKING LOTS COUNTY OF MARIPOSA

Mr. Wilson,

Thank you for the opportunity to submit a proposal to provide appraisal and acquisition services for two parking lots in the County of Mariposa (County). Bender Rosenthal Inc. (BRI) understands that the County is improving the parking lots in the area. The first part of that task is to acquire rights to the impacted parcels. Currently, both subject parking lots are on year to year leases, and given this, it has been determined that acquiring easements the best option. Furthermore, acquiring fee title will render the remaining lots non-conforming with the general plan and zoning. Though the acquisition of the easements is anticipated to be completed with local funds, the County will adhere to federal guidelines. BRI's scope includes all services that may be required for this project and is predicated on eleven (11) impacted parcels, requiring appraisal and acquisition services for nine (9) larger parcels. BRI understands the APNs to be as follows:

Bullion Street and 5th Street, Mariposa:

1. 013-183-0150, -0080, Mariposa Methodist
2. 013-183-0160, Dulcich
3. 813-183-0040, Rose
4. 013-183-0100, Carney

Hwy 140 and 5th street (between 5th and 6th street):

5. 013-184-0030, Foster
6. 013-184-0040, Pimentel Trust
7. 013-184-0110, Nady, Nancy Trust
8. 013-184-0110, Nady, James & Patricia Trust
9. 013-184-0060, -013-184-0120, Carney, John/Su Ann (assumed to be one larger parcel)

SCOPE OF WORK

The following outlines our scope, methodology and timeline for this project.

TASK 1. PROJECT MANAGEMENT

Project Management identifies, manages and controls quality. It is the cornerstone to successful project delivery. We understand that maintaining organized, accurate records and disseminating vital status information is fundamental for efficient project implementation. During the course of the Project, Jeff Aldal, SR/WA, R/W-NAC, will serve as the Project Manager. Jeff will oversee performance of the Tasks involved in delivery of the right of way. Typical tasks include providing status updates to the County, attending meetings, and making recommendations on right of way issues.

Attachment: Willdan Eng 20-036 Parking District (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for

BRI

TASK 2. VALUATION SERVICES

BRI will develop nine (9) appraisals that state the estimated fair market value of the permanent easements. The Appraisals will be reported in a narrative appraisal report format that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, requirements related to the Uniform Relocation Assistance and Real Property Acquisition Act and state and federal statutes. Appraisal Mapping, Plat Maps and Legal Descriptions for the properties to be appraised will be provided to BRI by the County.

Deliverables:

- Nine (9) electronic Appraisal Reports that meet all State and Federal Standards. Printed and bound copies will be provided upon request.

Assumptions:

- No residential or business relocation is involved.
- No significant changes to the Parking District as part of the project, with no resulting damages to the improvements.
- Full documentation to Federal and State standards for all tasks.
- No expert witness testimony.
- No Coordination with State or Federal right of way departments, other than listed in scope.
- Notice of Decision to Appraise letters will be sent within 5 days of Notice to Proceed.
- Plats and Legal Descriptions will be provided by the County.

TASK 3. ACQUISITION SERVICES

Upon completion of the Waiver Valuation and establishment of Approval to Acquire for the parcel, BRI will work with the County to develop the contract and conveyance documents necessary to make offer. BRI will meet with the owners and convey documents up to 6 times in the first 60 days until acceptance or impasse is reached. Steps within the acquisition process are outlined below:

1. Review the project concept and design with staff and other consultants.
2. Review appraisals, title reports, maps and descriptions of the required parcels.
3. Prepare right-of-way contracts and other acquisition documents.
4. May meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner.
5. The acquisition task assumes a settlement by the sixth contact by telephone or e-mail. A recommendation to the County will be made after impasse has been reached.
6. Deliver signed right-of-way contract and signed and acknowledged documents for a close transaction or deliver a memorandum explaining impasse.
7. If the property owner provides a counteroffer, BRI staff will prepare a recommendation to the County to accept, reject, or modify the counteroffer.
8. If the County accepts the counteroffer, BRI will prepare an Administrative Settlement that complies with State and Federal guidelines.
9. BRI's acquisition agents will maintain a parcel diary to document all interactions with property owners and their tenants.
10. BRI will prepare a final report, including transfer of all pertinent correspondence and files to the County.

Attachment: Willdan Eng 20-036 Parking District (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for

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Deliverables:

- Acquisitions of up to nine (9) permanent easements
- Submit files on each negotiation, acquisition, and project settlement

TASK 4. TITLE / ESCROW SERVICES (OPTIONAL TASK)

If requested, BRI will deliver documents and checks to escrow company, review all documents for submission to escrow companies, review title and escrow documents, and apply extensive acquisition experience so that the project acquires good title and property rights necessary for the completion of the project. BRI will coordinate escrow closings and file all applicable forms and documents with the County Assessor's office.

Tasks to be considered include:

- Order nine (9) Preliminary Title Report @ $750 each.
- Draft Quitclaims, lessee consent to easements and other documents as necessary to obtain good and sufficient title.
- Work with title company to follow through with appropriate lenders, beneficiaries and trustees. Title Company to draft partial release and partial reconveyances.
- Prepare and send Request for Invoice and Demand to the Title Company.
- Copy and forward fully executed purchase agreement from the County.
- Send all executed acquisition documents through escrow and transmit to the appropriate parties, (property owner and the County).
- Prepare transmittal and forward closed files to the County.

Deliverables:

- Facilitate Title and Escrow support as outlined above for nine (9) parcels

ADDITIONAL SERVICES

A. Additional services requested by the County and/or resulting from a change in the Scope of Services such as post-appraisal meetings, consultations, presentations/briefings, pre-trial conferences, court or briefing preparation, depositions, court appearances, etc., will be performed on a time and materials basis per the BRI 2020 Hourly Rates & Billing Policy, attached hereto or, at a separately negotiated fee.

B. This proposal assumes no property management or excess land disposal will be required.

FEE SCHEDULE

The appraisals will be completed within 6-8 weeks of notice to proceed and receipt of the engineering, however, timing is subject to change at time of notice to proceed depending on current work volume. The right of way will be delivered within six (6) months from the Notice to Proceed and all pertinent information is delivered to complete acquisitions. Our proposed fee is based on the Scope outlined herein and is summarized on the following page.

Attachment: Willdan Eng 20-036 Parking District (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for

EXHIBIT "B"

FEES

PHASE 1
Phase 1 will be invoiced at an hourly rate for Mr. Wilson of $190 per hour. Forty hours are estimated for Phase 1. This estimate does not include time for the Optional Services.
$7,600

PHASE 2
Phase 2 is not included in this until a determination is made whether the County will complete the environmental clearance.

PHASE 3
Phase 3 will be invoiced at the hourly rate for the Willdan employees utilized for the project. Mr. Knell is a Principal Project Manager with an hourly rate of $207. Estimated fee for the review and preparation of the descriptions is $2,500 and for the preparation of the plats is $6,000.
$8,500

PHASE 4
Phase 4 will be preformed by Bender Rosenthal with an added 10% administrative fee. The subconsultant fee for administration of Phase 4 is $5,625. The fee will be $3,000 for each of the nine appraisals. The total fee for the appraisals is $27,000. The fee for acquisition services are estimated to be $22,500. Additional expenses are estimated, including Title Reports and mileage are estimated $7,172. The total fee including the administrative fee is $69,076.
$69,076
Optional escrow fees of $2,700 are not included.

PHASE 5
Final Estimate for Phase 5 has not been completed determination of timing, but preliminary estimate is 70 hours at Mr. Wilson's billing rate of $190 per hour for a fee of $13,300

PHASE 6
Final Estimate for Phase 5 has not been completed determination of timing, but preliminary estimate utilizing primarily Mr. Wilson at the billing rate of $190 but additional staff for specific tasks at the Willdan billing rate is $14,000

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WILLDAN ENGINEERING

Schedule of Hourly Rates

Effective July 1, 2019 to June 30, 2020

ENGINEERING	
Technical Aide I	$67
Technical Aide II	$87
Technical Aide III	$107
CAD Operator I	$108
CAD Operator II	$125
CAD Operator III	$139
GIS Analyst I	$145
GIS Analyst II	$164
GIS Analyst III	$176
Environmental Analyst I	$121
Environmental Analyst II	$135
Environmental Analyst III	$144
Environmental Specialist	$155
Designer I	$145
Designer II	$150
Senior Designer I	$159
Senior Designer II	$167
Design Manager	$170
Senior Design Manager	$176
Project Manager I	$156
Project Manager II	$177
Project Manager III	$187
Project Manager IV	$203
Principal Project Manager	$297
Program Manager I	$174
Program Manager II	$188
Program Manager III	$208
Assistant Engineer I	$121
Assistant Engineer II	$137
Assistant Engineer III	$144
Assistant Engineer IV	$149
Associate Engineer I	$135
Associate Engineer II	$161
Associate Engineer III	$168
Senior Engineer I	$171
Senior Engineer II	$174
Senior Engineer III	$177
Senior Engineer IV	$185
Supervising Engineer	$190
Traffic Engineer I	$188
Traffic Engineer II	$203
City Engineer I	$203
City Engineer II	$213
Deputy Director	$211
Director	$216
Principal Engineer	$235

BUILDING AND SAFETY	
Assistant Code Enforcement Officer	$89
Code Enforcement Officer	$102
Senior Code Enforcement Officer	$120
Supervisor Code Enforcement	$145
Plans Examiner Aide	$95
Plans Examiner	$145
Senior Plans Examiner	$159
Assistant Construction Permit Specialist	$102
Construction Permit Specialist	$107
Senior Construction Permit Specialist	$125
Supervising Construction Permit Specialist	$133
Assistant Building Inspector	$120
Building Inspector***	$133
Senior Building Inspector	$145
Supervising Building Inspector	$159
Inspector of Record	$174
Deputy Building Official	$174
Building Official	$176
Plan Check Engineer	$174
Supervising Plan Check Engineer	$176
Principal Project Manager	$207
Deputy Director	$211
Director	$216

PLANNING	
CDBG Technician	$70
CDBG Specialist	$85
CDBG Analyst	$100
CDBG Coordinator	$125
CDBG Manager	$150
Planning Technician	$107
Assistant Planner	$133
Associate Planner	$145
Senior Planner	$164
Principal Planner	$176
Planning Manager	$192
Deputy Director	$211
Director	$216

CONSTRUCTION MANAGEMENT	
Labor Compliance Specialist	$120
Labor Compliance Manager	$150
Utility Coordinator	$159
Assistant Construction Manager	$159
Construction Manager	$176
Senior Construction Manager	$178
Project Manager IV	$203
Deputy Director	$211
Director	$216

INSPECTION SERVICES	
Public Works Observer I***	$93
Public Works Observer II***	$103
Senior Public Works Observer I***	$111
Senior Public Works Observer II***	$123
Senior Public Works Observer III***	$134
Senior Public Works Observer IV***	$142
Senior Public Works Observer V***	$151

MAPPING AND EXPERT SERVICES	
Survey Analyst I	$125
Survey Analyst II	$145
Calculator I	$125
Calculator II	$139
Calculator III	$151
Senior Survey Analyst	$164
Supervisor - Survey & Mapping	$178
Principal Project Manager	$207

LANDSCAPE ARCHITECTURE	
Assistant Landscape Architect	$125
Associate Landscape Architect	$145
Senior Landscape Architect	$159
Principal Landscape Architect	$176
Principal Project Manager	$207

ADMINISTRATIVE	
Administrative Assistant I	$79
Administrative Assistant II	$95
Administrative Assistant III	$111
Project Accountant I	$90
Project Accountant II	$105
Project Controller I	$111
Project Controller II	$125

*** $172/hour for Prevailing Wage Project

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub-consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub-consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2019 thru June 30, 2020, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area up to five percent.

Rev. 6/2019

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BRI

FEE SCHEDULE BY TASK

Right of Way Task	Units /Hours	Rate / Lump Sum	Subtotals
Project Management	15 hours	$195 / hour	$2,925
Project Coordination	36 hours	$75 / hour	$2,700
Appraisal Services	9 parcels	$3,000 / each	$27,000
Acquisition Services	180 hours	$125 / hour	$22,500
Title Reports	9 reports	$750 / each	$6,750
Mileage	480 miles	$.58 / mile	$278
Postage	18 packages	$8 / package	$144
		TOTAL	$62,297
Escrow Support - OPTIONAL	36 hours	$75 / hour	$2,700
		TOTAL	$64,997

The following are the assumptions behind the budget:

1. Traveling up to four (4) times from BRI Fresno location to the project area;
2. Full documentation to Federal and State standards for all tasks;
3. Appraisal fee assumes all 9 appraisals are awarded together and commence at the same time and assume no damages to the remainder;
4. No significant changes to the Parking District as part of the project, with no resulting damages to the improvements;
5. No independent appraisal review required;
6. No expert witness testimony;
7. The actual costs may differ from task to task, but the overall budget will not exceed the "Total Budget" shown in the above table;
8. No Coordination with State or Federal right of way departments, other than listed in scope;
9. This proposal assumes no relocation activities will be needed. If relocation becomes necessary, a separate cost and scope document will be prepared and approved before services are provided;
10. Any external audit support will be billed on a time and material basis, as well as the following:
    - A change in engineering once the acquisition process has begun;
    - Addition of a parcel;
    - Addition of easements, or other property rights; and
    - Any additional professional expertise.

Additional services performed by us, if any, such as post-appraisal meetings, consultations, presentations/briefings, pre-trial conferences, court or briefing preparation, depositions, court appearances, etc., will be billed at the rates for 2020, attached hereto.

We look forward working with you on this project.

Respectfully,

BENDER ROSENTHAL INC.

Renee Baur, PMP, RE Salesperson
Vice President

Attachment: Willdan Eng 20-036 Parking District (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for

BRI

Mr. Wilson
December 12, 2019

2020 BILLING RATES

Principal Project Manager	$250/hr.
Senior Project Manager	$220/hr.
Project Manager	$195/hr.
Senior Quality Control Auditor	$175/hr.
Senior Project Controller	$160/hr.
Quality Control Auditor	$125/hr.
Project Controller	$110/hr.
Sr. Designated Member (MAI/SRA/AI-GRS/ARA)	$225/hr.*
Designated Member (MAI/SRA/AI-GRS/ARA)	$180/hr.*
Appraiser III	$165/hr.
Appraiser II	$140/hr.
Appraiser I	$110/hr.
Senior Right of Way Specialist	$170/hr.
Senior Acquisition Agent	$165/hr.
Acquisition Agent	$125/hr.
Senior Relocation Agent	$160/hr.
Relocation Agent	$145/hr.
Senior Project Coordinator	$135/hr.
Project Coordinator	$105/hr.
Expert Land Consultant	$170/hr.
Managing Land Agent	$160/hr.
Principal Land Agent	$140/hr.
Senior Land Agent	$120/hr.
Land Agent II	$105/hr.
Land Agent I	$90/hr.
Administrative Support III	$ 90/hr.
Researchers	$ 85/hr.
Administrative Support II	$ 75/hr.
Administrative Support I	$ 60/hr.

*NOTE: For court or briefing preparation, depositions, any pre-trial conferences, court appearances, and related activities, the hourly rate is $450.

Attachment: Willdan Eng 20-036 Parking District (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 02/05/2020

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

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

PRODUCER	CONTACT NAME:	
Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Willdan Engineering- Industry 2401 East Katella Avenue Suite 300 Anaheim CA 92806 USA	INSURER A: Travelers Property Cas Co of America	25674
	INSURER B: Lexington Insurance Company	19437
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570080462706 **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.

Limits shown are as requested

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 [ ] OCCUR [X] X Employee Benefits Liability X Contractual Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			6307J366586TIL19	11/09/2019	11/09/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $15,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			810-7N676545-19-43-G	11/09/2019	11/09/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION						EACH OCCURRENCE AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB0L6636781943G	11/09/2019	11/09/2020	X PER STATUTE [ ] OTH- E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	Archit&Eng Prof			028174912 SIR applies per policy terms & conditions	11/09/2019	11/09/2020	Aggregate Per Claim	$2,000,000 $2,000,000

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

Mariposa Vehicle Parking District: The County of Mariposa, its officers, officials, employees and volunteers are included as Additional Insureds in accordance with the policy provisions of the General Liability and Automobile Liability policies. The General Liability and Automobile Liability policies evidenced herein are Primary and Non-contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.
A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

County of Mariposa
Attn: Public Works
4639 Ben Hur Rd.
Mariposa CA 95338 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West Inc.

ACORD 25 (2016/03)

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Holder Identifier : ACDF

Certificate No : 570080462706

Attachment: Willdan Eng 20-036 Parking District (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

   The insurance provided to such additional insured is limited as follows:

   c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section **III** – Limits Of Insurance.

   d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

   e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   Duties Of An Additional Insured

   As a condition of coverage provided to the additional insured:

   a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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POLICY NUMBER: 6307J366586TIL19 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   (2) A watercraft you do not own that is:

   (a) 75 feet long or less; and

   (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

   e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

   (1) 75 feet long or less; and

   (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 002

POLICY NUMBER: UB-0L663678-19-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: 11-13-19 ST ASSIGN:

Attachment: Willdan Eng 20-036 Parking District (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 002

POLICY NUMBER: UB-0L663678-19-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE: 11-13-19 **ST ASSIGN:**

Attachment: Willdan Eng 20-036 Parking District (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for

Policy Number: 810-7N676545-19-43-G

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BROAD FORM NAMED INSURED**
B. **BLANKET ADDITIONAL INSURED**
C. **EMPLOYEE HIRED AUTO**
D. **EMPLOYEES AS INSURED**
E. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
F. **HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**
G. **WAIVER OF DEDUCTIBLE – GLASS**
H. **HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**
I. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
J. **PERSONAL PROPERTY**
K. **AIRBAGS**
L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**
M. **BLANKET WAIVER OF SUBROGATION**
N. **UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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Attachment: Willdan Eng 20-036 Parking District (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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Attachment: Willdan Eng 20-036 Parking District (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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Attachment: Willdan Eng 20-036 Parking District (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Attachment: Willdan Eng 20-036 Parking District (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for

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FIRST AMENDMENT TO AGREEMENT FOR MARIPOSA PARKING DISTRICT

THIS FIRST AMENDMENT TO AGREEMENT FOR DESIGN SERVICES FOR MARIPOSA PARKING DISTRICT, is made and entered into this _____ day of _____2022, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Willdan Engineering, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated February 13, 2020, wherein **Contractor** agreed to provide Mariposa Parking District design services; and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement;

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

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to December 31, 2022.

Except as herein amended, the Agreement dated February 13, 2020 shall remain in full force and effect.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to December 31, 2021. The parties shall treat the Agreement as if it had been in full force and effect continuously since December 31, 2021, without there having been any interruption of the Agreement whatsoever.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Vehicle Parking District, Chair	Willdan Engineering
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Keith Williams Interim Clerk of the Board	Steven W. Dahlem County Counsel

Last Revised: 1/20/2022

Attachment: Willdan - 1st amd Parking Dist mr (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for

Attachment: Willdan - 1st amd Parking Dist mr (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for

MARIPOSA COUNTY

Public Works · 209 966 5356

VEHICLE PARKING DISTRICT NO. 1 OF MARIPOSA COUNTY 2020-3

MEETING: February 4, 2020

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve an Agreement with Willdan Engineering for Design of the Parking District

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Willdan Engineering for Design of the Parking District in a Amount Not to Exceed $115,176; and Authorize the Director of Public Works and Transportation to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
There are currently 223 parking spaces in the downtown area know as the Parking District. The original Lease Agreements to improve and maintain the parking lots were executed in 1976 with several Amendments to follow. This has not been the best method to improve and maintain the parking in the district.

This project is to further define a district that will provide revenue to maintain and enhance parking in the future. Securing long term easement rights to property is an integral aspect of creating a viable district.

As the existing Parking District business ownership and usage change it will be increasingly difficult to manage and will increase administrative cost that will likely negate any perceived benefits of continuing the Lease Agreements.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, and easements will not be obtained which will impact the reconstruction of parking facilities as part of the Downtown Economic Vitality Grant.

FINANCIAL IMPACT:
Sufficient funding has been allocated by the Board of Supervisors to fund this project.

ATTACHMENTS:
Willdan Eng 20-036 Parking District (PDF)

Attachment: Willdan Parking Dist 2020-3 (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for Design of

Vehicle Parking District No. 1 of Mariposa County 2020-3

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Merlin Jones, District II Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

Attachment: Willdan Parking Dist 2020-3 (VPD-1-2022-3 : Approve First Amendment to the Agreement with Willdan Engineering for Design of

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Receive a Presentation from Caltrans District 10 on Projects Within Mariposa County

---

TITLE OF PRESENTATION:
Receive a Presentation from Caltrans District 10 on Projects Within Mariposa County.

BACKGROUND AND HISTORY:
Caltrans often provides formal information to the Board of Supervisors for construction projects under their control within Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board opts to not receive the presentation it will miss the opportunity to receive information on current projects.

RESULT: INFORMATION RECEIVED

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: CMCAA Presentation

RECOMMENDATION AND JUSTIFICATION:

Receive a Presentation from the Calaveras-Mariposa Community Action Agency (CMCAA) regarding programs and projects (Staci Johnston, Executive Director)

Calaveras-Mariposa Community Action Agency (CMCAA) staff will provide the Board with an Overview regarding current programs, projects, and financial status. CMCAA staff will also give a PowerPoint presentation highlighting Community Action and recognize the many years of service of Supervisor Marshall Long and Joy Schultz to the CMCAA.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has received presentations in the past from other community organizations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not receive presentation and miss the opportunity to learn about the CMCAA activities.

ATTACHMENTS:
CMCAA Presentation Board of Supervisors Presentation - Final(PDF)

RESULT: INFORMATION RECEIVED

Attachment: CMCAA Presentation Board of Supervisors Presentation - Final (12964 :

Calaveras-Mariposa Community Action Agency

Helping People. Changing Lives.

Mariposa Count
Board of Supervisor
Presentatio
June 14th, 202

Organizational Standard 5

Organizational Standard 8.7

WHAT IS COMMUNITY ACTION?

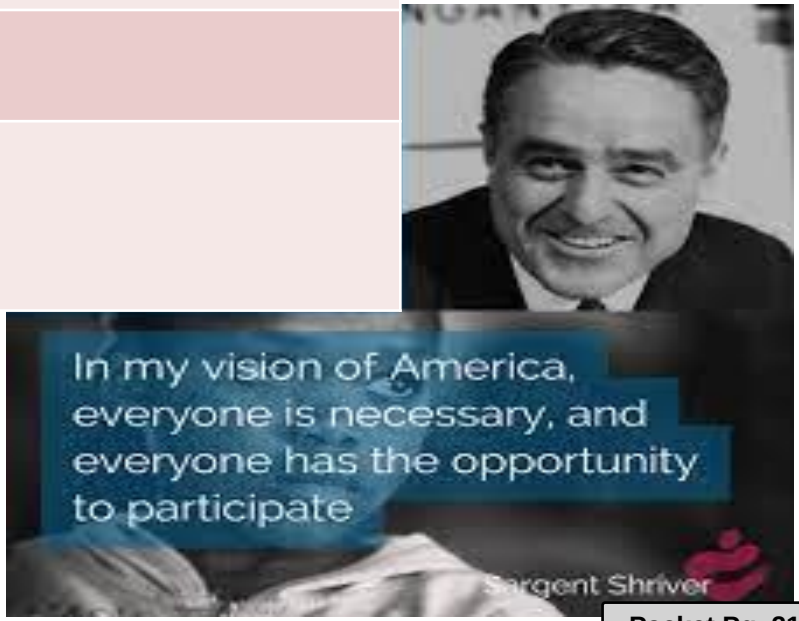


Attachment: CMCAA Presentation Board of Supervisors Presentation - Final (12964 :

Calaveras-Mariposa Community Action Agency
Helping People. Changing Lives.

2021 CSBG FINANCIAL REPORT

Grant Name	Grant #	Grant Amount	Year-to-date Expended
2021 CSBG	21F-4006	$270,484	$270,484
2021 CSBG Discretionary	21F-4407	$28,250	$28,250
CSBG CARES	20F-3645	$359,358	$306,726
CSBG CARES Discretionary	20F-3645	$40,370	$40,355



Attachment: CMCAA Presentation Board of Supervisors Presentation - Final (12964 :

CMCAA IN ACTION!

Capacity Building

- Mariposa County Chamber of Commerce Board Training
- Calaveras County Chamber of Commerce Board Training
- California Conference for Women – 40 Attendees
- Strengths Based Leadership- Public Agencies, non-profits, community-based partners & board members
- Workshops/Trainings—to support partners during COVID-19 with organizational development
- CMCAA Strategic Plan- 3 year plan
- Non-Profit Summit

Operation Comfort & CARE

- The Operation Comfort & Care Program provides essential supplies to vulnerable individuals, seniors, children and families in need of additional support residing in Calaveras and Mariposa Counties impacted by COVID-19.
- 400 Individuals Served
- PPE to local non-profits and businesses during COVID





Attachment: CMCAA Presentation Board of Supervisors Presentation - Final (12964 :

Calaveras-Mariposa Community Action Agency
Helping People. Changing Lives.

CMCAA in Action!

Special Projects

YOU MATTER Backpacks –
Appx. 3600 Tk-6th Grade Students
Calaveras/Mariposa



Survival Backpacks –
63 Calaveras/Mariposa

Mariposa County Senior Center –
MySeniorCenter

Calaveras County Housing Stability Partnership-
UC Davis

Housing Services

- Calaveras County Housing Program - 127
- Mariposa County Housing - 103
- Mortgage/Rental Assistance CARES



Attachment: CMCAA Presentation Board of Supervisors Presentation - Final (12964 :

BOARD GOVERNANCE BY PROGRAM AREA

Calaveras County Representatives

Public Sector: Board or Supervisors

Amanda Folendorf
Ben Stopper

Low-Income Sector:
Kathi Toepel
Vacancy

Private Sector:
Dave Thoeny
Sherri Reusche



Mariposa County Representatives

Public Sector: Board of Supervisors

Rosemarie Smallcombe
Tom Sweeney

Low-Income Sector:
Tara Schiff
Vacancy

Private Sector:
Teresa Johnson
Jeanetta Phillips

Attachment: CMCAA Presentation Board of Supervisors Presentation - Final (12964 :

Calaveras-Mariposa Community Action Agency
Helping People. Changing Lives.

The Promise of Community Action

Community Action changes people's lives, embodies the spirit of hope,

improves communities, and makes America a better place to live.

We care about the entire community, and we are dedicated to helping people help themselves and each other.



Attachment: CMCAA Presentation Board of Supervisors Presentation - Final (12964 :

Calaveras-Mariposa Community Action Agency

Helping People. Changing Lives.

Thank you!

For More Information Contact:
Staci Johnston
209-754-6054 ~
sjohnston@co.Calaveras.ca.us

Attachment: CMCAA Presentation Board of Supervisors Presentation - Final (12964 :

MARIPOSA COUNTY

Administration/Technical Services · 966-3222

RESOLUTION - ACTION REQUESTED 2022-348

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Agreement with E-Z Tel Inc. for Mitel Phone System

RECOMMENDATION AND JUSTIFICATION:
Approve the Agreement with E-Z Tel Inc. for Mitel Phone System in an Amount Not to Exceed $554,178; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County utilizes multiple legacy phone systems that are unsupported to provide our distributed offices with telecommunications. Even though the systems will continue to operate, hardware parts and software patches (security and features) for the system will no longer be produced. Even with available spare parts, these systems lack many modern features that help our workforce be more productive and mobile.

In early 2022, Mariposa County conducted an evaluation of submitted proposals for a single phone system. After two rounds of scoring, E-Z Tel Inc. and the Mitel MiVoice phone system is being recommended as the single phone solution for Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This Agreement was returned to Staff with a request to update the Scope of Work to detail the implementation plan and durations along with the payment schedule. Updated items include:

• Exhibit A, Scope of Work updated with detailed implementation tasks, roles, responsible, durations, and payment schedule

• Project Timeline with durations was added to give a more clear view of the implementation phases and the durations

• Implementation Plan with milestones, duration, and payment schedule added to better detail the tasks of each phase and when payments are due

• Taxable Equipment itemized list added to show the taxable items and grand total of project with tax included

• E-Z Tel Inc. Proposal Terms and Conditions updated to more clearly detail payment amounts and the associated project milestones

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the County will continue to utilizes multiple legacy phone systems that are unsupported to provide our distributed offices with telecommunications.

FINANCIAL IMPACT:
This agreement has a not-to-exceed amount of $554,178 to be shared between General Fund and HHSA budgets. Necessary funds are included in the current budgets.

ATTACHMENTS:
AGREEMENT_WITH_E-Z_TEL_INC_FOR_MITEL_PHONE_SYSTEM packet (PDF)

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

Attachment: AGREEMENT_WITH_E-Z_TEL_INC_FOR_MITEL_PHONE_SYSTEM packet (RES-2022-348 : Agreement with E-Z Tel Inc. for Mitel

AGREEMENT WITH E-Z TEL INC FOR MITEL PHONE SYSTEM

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 Ezell's Telephone Company ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall be for a period of five (5) years, commencing on June 14, 2022 through and including June 13, 2027.

2. SERVICES

Contractor shall perform Installation of phone system and five (5) year warranty on parts and labor with remote support as described in Exhibit A, "Scope of Work and Payment Schedule," 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 hardware and services performed in an amount not to exceed $554,178. Project costs are listed in Exhibit A, "Scope of Work and Payment Schedule." County shall pay Contractor within thirty (30) of receipt of an approved invoice according to the schedule detailed in Exhibit A, "Scope of Work and Payment Schedule."

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.

Attachment: AGREEMENT_WITH_E-Z_TEL_INC_FOR_MITEL_PHONE_SYSTEM packet (RES-2022-348 : Agreement with E-Z Tel Inc. for Mitel

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, 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 or 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.

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:
Brenda Leavy, Account Executive
Ezell's Telephone Co E-Z Tel Inc.
510 North L St.

COUNTY:
Dallin Kimble, County Administrative Officer
County of Mariposa
5100 Bullion Street

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Livermore, CA 94551 Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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 A.

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.

Attachment: AGREEMENT_WITH_E-Z_TEL_INC_FOR_MITEL_PHONE_SYSTEM packet (RES-2022-348 : Agreement with E-Z Tel Inc. for Mitel

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

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29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

Rosemarie Smallcombe,
Chair Board of Supervisor

CONTRACTOR

Brenda Leavy,
Account Executive

COUNTERSIGNED:
(Government Code §25103)

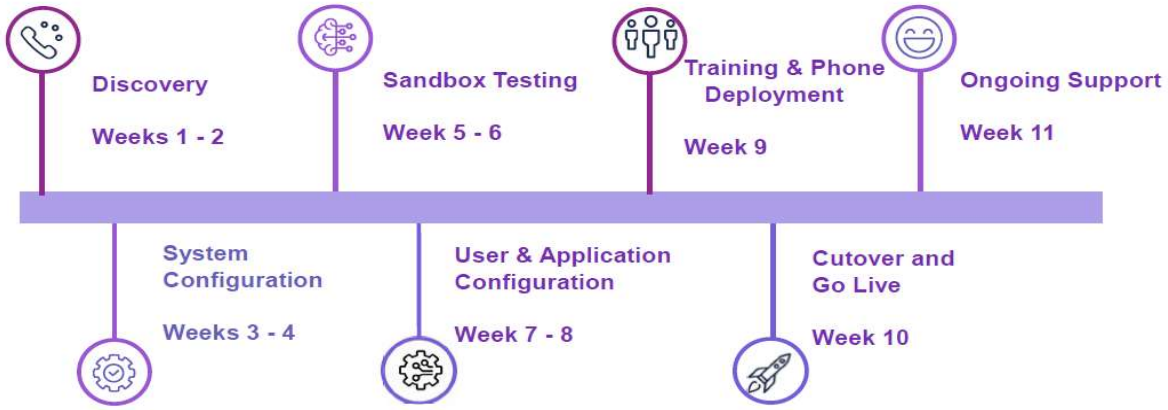
Keith Williams,
Interim Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem,
County Counsel

Exhibit A
Scope of Work and Payment Schedule

Project Timeline:



Milestone	Task	Task Name	Duration	Assigned To	Payment	Remaining Balance
1. Contract Signing						
	Payment/Order				**$ 318,602.26**	**$ 235,575.00**
		Mariposa County payment for equipment purchase (plus tax)		Customer		
		E-Z TEL Inc. order equipment		E-Z TEL Inc.		
	Phase 1 - Discovery		**2 weeks**			
		Project kick off meeting		E-Z TEL Inc. & Customer		
		Agenda:				
		Introductions and roles for E-Z TEL Inc. and Customer teams				
		Review Mitel configuration and applications included				
		Review Implementation Methodology				
		Review Project Timeline				
		Mitel Installation Meeting:		E-Z TEL Inc. & Customer		
		Agenda:				
		Review Installation Workbook				
		Provide virtual requirements (if required) and OVA templates				
		Network LAN - VLAN, DHCP and PoE requirements				
		MiCollab softphone integration requirements - firewall and				
		MiCollab voicemail to UM requirements - O365 account				
		Department Manager Kick Off Meeting Scheduled		Proj. Manager		
		Physical Site Survey Scheduled		E-Z TEL Inc. Technician		
		New Telco Services Reviewed; Carrier, Type of Services, Existing phone numbers		Proj. Manager		
		Department Database Meetings Scheduled		Proj. Manager		
	Phase 2 - System Configuration		**2 weeks**			
		Database GAP reviewed; change orders placed		Proj. Manager		
		Mitel licenses and phones ordered		Proj. Manager		
		Review Physical Site Survey Report		E-Z TEL Inc. Technician		
		Telco orders placed (if customer is ordering new services and porting		Proj. Manager		
		Customer submits completed install workbook		Customer		
		Deploy new virtual OVAs with most current software version		E-Z TEL Inc. Technician		
		E-Z TEL Inc. to provide download links to OVA				
		Download OVA and pre-deploy new Virtual Machine to Vmware;				
		Provide VMWare console access to E-Z TEL Inc. to perform upgrades				
		Upload user test database for pre-production sandbox		E-Z TEL Inc. Proj. Manager & Tech		
		Finalize test plan success criteria for sandbox		Proj. Manager/Customer		
		Mitel licenses and phones delivered		Proj. Manager		
		Mitel 3300 Gateways delivered and installed		E-Z TEL Inc. Technician		
2. Project Plan Acceptance						
	Payment				**$ 117,787.50**	**$ 117,787.50**
		Mariposa County payment to E-Z TEL Inc. (50% of remaining balance)		Customer		
	Phase 3 - Sandbox Testing		**2 weeks**			
		Set up pre-production test environment on customer's network		E-Z TEL Inc. Technician		
		Program Mitel cluster with DLM and ULM				
		PIN Mitel IP phone as teleworker; at each remote site				
		Document Environment - MiCollab URL; UM integration,				
		Program base devices for each VLAN Zone for 911				
		Deploy MiCollab client on PC desktop; send Welcome email with 1		Customer IT		

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	Install MBG and configure for server-gateway		E-Z TEL Inc. Tech and Customer IT		
	Test customer's firwall for outside connectivity		E-Z TEL Inc. Tech/Customer IT		
	Test SIP Trunks with temporary DID number		E-Z TEL Inc. Tech/Customer IT		
	Test Voice Mail and UM Integration		E-Z TEL Inc. Tech		
	Test UCC applications (MiCollab Client, Moble app, AWC conference		E-Z TEL Inc. Tech		
	Customer to document MiCollab client install for remote destop installation		Customer IT		
	Complete E-Z TEL Inc. "sandbox" testing		E-Z TEL Inc. Tech		
Phase 4 - User and Application Configuration		**2 Weeks**			
	Customer submits final user database workbook		Customer		
	Auto Attendant Programming Finalized (included Day, Night, Holiday)		E-Z TEL Inc. Proj. Manager & Tech		
	Recordings for menus in place		E-Z TEL Inc. Proj. Manager & Tech		
	Department Ring Groups Programmed		E-Z TEL Inc. Proj. Manager & Tech		
	Keys on phones programmed		E-Z TEL Inc. Proj. Manager & Tech		
	Operator Console Call flows Tested (Day, Night, Holiday)		E-Z TEL Inc. Proj. Manager & Tech		
	Final User Database Upload (Database freeze)		E-Z TEL Inc. Proj. Manager & Tech		
	UAT Testing Completed		Customer		
Phase 5 - Training and Phone Deployment		**1 Week**			
	Create Training Agenda		E-Z TEL Inc. Trainer		
	Deliver end user training materials and documentation		E-Z TEL Inc. Trainer		
	Schedule End User Training (15-20- people per session)		E-Z TEL Inc. Trainer		
	Place IP phones at each location		E-Z TEL Inc. Tech		
	Install and Test Analog ATAs		E-Z TEL Inc. Tech		
	Live End User Training Classes		E-Z TEL Inc. Trainer		
Phase 6 - Cutover and Go Live		**1 week**			
	Cut-over time confirmed and users notified of downtime		E-Z TEL Inc. / Customer		
	Cutover test plan completed		E-Z TEL Inc. / Customer		
	In service coverage (following morning)		E-Z TEL Inc. / Customer		
	Post cut over punch list completed		E-Z TEL Inc. / Customer		
	Project accepted as complete		E-Z TEL Inc. / Customer		
	Admin Training		E-Z TEL Inc. / Customer		
3. Go Live Acceptance					
Payment				**$ 58,893.75**	**$ 58,893.75**
	Mariposa County payment to E-Z TEL Inc. (50% of remaining balance)		Customer		
Phase 7 - Ongoing Customer Support					
	Meeting with Customer Service		E-Z TEL Inc. / Customer		
	Transition to ongoing support		E-Z TEL Inc. / Customer		
	How to contact E-Z TEL Inc. for support		E-Z TEL Inc. / Customer		
4. Final Acceptance					
Payment					
	Mariposa County payment to E-Z TEL Inc. (100% of remaining balance)		Customer	**$ 58,893.75**	**$ -**

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Taxable Equipment							
Part No.	**Description**	**Qty**		**Price**	**Taxable**		**Taxable Total**
3300 CX Media GW - HOR							
Software Assurance							
54007853	SWA Prem 5y MiVBus System	1	$	415.80			
System - Boards							
50006266	3300 CX(i) II Controller SATA SSD	1	$	150.00	T	$	150.00
50006271	PWR CRD C13 10A 125V - NA Plug	1	$	10.50	T	$	10.50
System							
52002544	3300 CX Media Gateway	1	$	3,450.00	T	$	3,450.00
3300 CX Media GW - Tech Servic							
Software Assurance							
54007853	SWA Prem 5y MiVBus System	1	$	415.80			
System - Boards							
50006266	3300 CX(i) II Controller SATA SSD	1	$	150.00	T	$	150.00
50006271	PWR CRD C13 10A 125V - NA Plug	1	$	10.50	T	$	10.50
System							
52002544	3300 CX Media Gateway	1	$	3,450.00	T	$	3,450.00
Contact Center							
Applications							
52002935	Contact Center Starter Pack	1	$	3,900.00			
Licences							
52002931	Contact Center Agentx1	9	$	4,320.00			
54006799	MiVoice Business Reporter Extension x50	10	$	2,100.00			
Professional Services							
53003454	MiCC Supervising Your CC SS	1	$	275.00			
53003455	MiCC Administering Your CC RLL	1	$	1,750.00			
53003457	MiCC Administering Your CC SS	1	$	275.00			
Services Fees							
54006934	CC Premium 24/7 Software Assurance	10,965	$	6,579.00			
EX PRI Gateway - Human Service							
Applications							
54005968	MiVBus Enterprise SW for 3300 (no users)	1	$	897.00			
Licences							
54000303	MiVoice Business License - Digital Link	2	$	1,800.00			
54002701	MiVoice Business License-SINGLE LINE EXT	4	$	180.00			
Software Assurance							
54007845	SWA Prem 5y MiVBus Analog Port	4	$	50.40			
54007853	SWA Prem 5y MiVBus System	1	$	415.80			
System - Boards							
50006271	PWR CRD C13 10A 125V - NA Plug	2	$	21.00	T	$	21.00
50008231	4 Port FXS for EX Cont.	1	$	186.00	T	$	186.00
50008233	1 Port PRI for EX Cont.	2	$	1,164.00	T	$	1,164.00
50008234	DSP card for EX Cont.	1	$	270.00	T	$	270.00
System							
50008230	EX Controller 8/120G Dual PS	1	$	2,340.00	T	$	2,340.00
MiVB+MiCollab+MBG							
Applications							
54005339	MiVoice Border Gateway Virtual	1	$	150.00			
54005442	MiCollab Virtual Appliance	1	$	597.00			
54005748	MiVoice Business Virtual for Enterprise	1	$	897.00			
Licences - Licences System							

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54005330	Enterprise License Group	1	$	600.00			
Licences							
54000297	MCD Mailbox license	1	$	30.60			
54001627	NPUM Record A Call	1	$	-			
54002701	MiVoice Business License-SINGLE LINE EXT	20	$	900.00			
54004762	MiCb NPUM Mailbox Calldir x1	5	$	120.00			
54004975	MiVoice Bus License - Enterprise User	36	$	3,780.00			
54005380	MiCClient Licnse - Peering Adv Server	1	$	-			
54005381	MiCClient Licnse - Federation Adv Server	1	$	-			
54005611	MiCollab NPUM MiVBus Mailbox Licensesx50	1	$	900.00			
54006539	UCCv4.0 Entry User for MiVoice Bus x1	32	$	4,320.00			
54006540	UCCv4.0 Entry User for MiVoice Bus x50	7	$	39,270.00			
54006543	UCCv4.0 STND User for MiVoice Bus x50	3	$	24,840.00			
Professional Services							
53003567	NuPoint Unified Mess Sys Admin RLL	1	$	1,295.00			
Software Assurance							
54007845	SWA Prem 5y MiVBus Analog Port	20	$	252.00			
54007848	SWA Prem 5y MiVBus DLM	1	$	-			
54007853	SWA Prem 5y MiVBus System	1	$	415.80			
54007854	SWA Prem 5y MiVBus User	36	$	1,317.60			
54007965	SWA Prem 5y MiV BG System	1	$	84.00			
54008226	SWA Prem 5y MiCollab System	1	$	331.80			
54008229	SWA Prem 5y MiCollab UM Mailbx	55	$	627.00			
54008344	SWA Prem 5y UCC Entry MiVB	382	$	15,585.60			
54008346	SWA Prem 5y UCC Std MiVB	150	$	11,250.00			
Terminals - Accessories							
51304961	TA7108 (NA)	1	$	349.20	T	$	349.20
Terminals - IP Phones							
50006769	6930 IP Phone	512	$	138,547.20	T	$	138,547.20
50006770	6940 IP Phone	20	$	7,260.00	T	$	7,260.00
50008271	6970 IP Conference Phone	22	$	11,985.60	T	$	11,985.60
	Spares-Adds						
Licences							
54006539	UCCv4.0 Entry User for MiVoice Bus x1	20	$	2,700.00			
Software Assurance							
54008344	SWA Prem 5y UCC Entry MiVB	20	$	816.00			
Terminals - IP Phones							
50006769	6930 IP Phone	8	$	-			
50006770	6940 IP Phone	2	$	-			
50008301	6905 IP Phone	1	$	-			
Terminals							
52003600	6905 Wall Mount Bundle	20	$	1,560.00	T	$	1,560.00

Total Taxable	$	170,904.00
Tax (7.75%)	$	13,245.06
Total Equipment	$	305,357.20
Total Equipment Cost w Tax	$	318,602.26
Extended Warranty	$	110,400.00
MDF Materials	$	1,875.00
E-Z Tel Inc. Professional Services	$	123,300.00
Project Grand Total w Tax	**$**	**554,177.26**

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Ezell's Telephone Co.
E-Z TEL Inc.

Office
(925) 449-1504
Fax
(925) 449-5374
EMAIL
brenda@e-ztel.com
510 North L St
Livermore, California 94551

Proposal and Statement of Work

Prepared for:	Jeff Kreis, Network Administrator II Mariposa County
Prepared by:	Brenda Leavy
Date:	4/21/2022
Agreement #:	
SOW #:	
Version Number:	

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Ezell's Telephone Company
E-Z Tel, Inc.
CA Lic. No. 452985

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PROJECT MANAGER

Project Manager Name:	
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Proposed Solutions

About Mitel

Mitel (Nasdaq:MITL), a pioneer and global leader in the unified communications and collaboration (UCC) industry, powering more than 2 billion connections every day, including over 33 million daily cloud connections. Mitel helps companies connect, collaborate and take care of their customers anywhere, anytime, over any device. With over 40 years of experience providing business communication solutions, more than 70 million users in 100 countries have entrusted us with their communication needs. It's why we hold the #1 market share leader in Europe, the Middle East and Africa and why Gartner has recognized us as a Leader in Unified Communications. And offering the best path to the cloud has made us the fastest-growing global cloud communication provider in the world.

Business Communication Experts
The industry's broadest portfolio of business phone systems, collaboration and contact center solutions allows us to support the communications needs of the smallest business to the largest enterprise, both in the cloud and on premise. Mitel products include applications and mobility options that optimize businesses and make companies more productive. Our innovative solutions help customers keep up with leading technology trends, like bring-your-own-device (BYOD), cloud-enablement and multi-channel communication. Businesses can even use our solutions to help attract and retain the best employees and customers. We design for the future, and our solutions create a foundation for today that's both scalable and upgradable for tomorrow. Mitel is an innovative company but technology

does not dictate our decisions. Mitel solutions are designed based on customer business objectives and challenges, and our history of innovation is reflected in our 1,800 patents and applications.

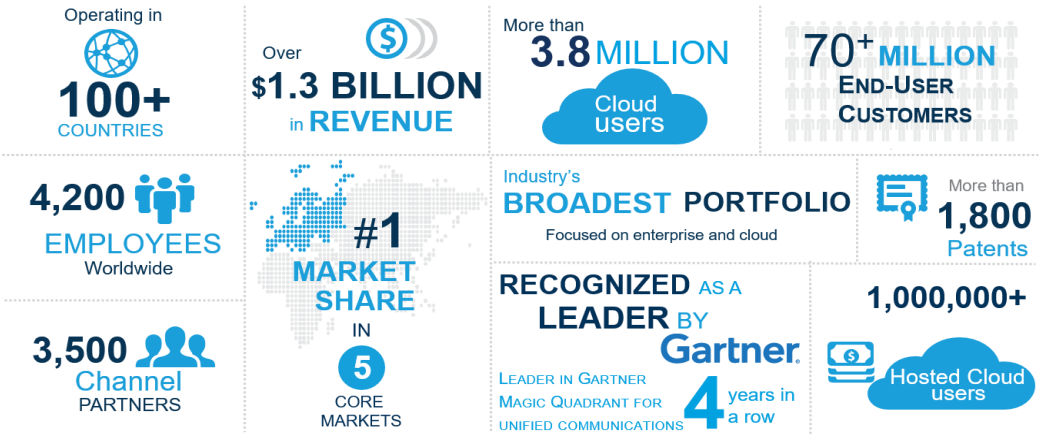
Empowering Partners
With more than 2500 channel partners globally, we go the extra mile to help partners win customers with margin advantage, sales and marketing enablement and the most flexible solutions, in the cloud, on premise or a hybrid of the two. The choice and flexibility of our products and services enable our partners to build efficient, robust offerings that are tailored to suit their business needs. And partners gain additional advantages through our post-sales technical support and one-on-one relationship approach.

Figure 1. Magic Quadrant for Unified Communications



Source: Gartner (July 2018)

Recognized by Gartner as a leader in Unified Communications, Mitel's cost-effective migration path from on-site-based to cloud-based communications solutions has enabled it to become one of the fastest-growing global cloud communications provider in the world. Today, Mitel holds the #2 position in the UCaaS market globally and continues to grow its cloud leadership as customers worldwide increasingly look for cloud and cloud-capable solutions to digitally transform their businesses.



Mitel continues to grow its global market share. Mitel maintains the #1 market share position in Europe and is tied for the #2 position in North America in the on-site space. It now has more than four million cloud seats installed, a

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number that keeps climbing. For this reason, Mitel is recognized as one of the industry's fastest-growing cloud businesses.

Mitel MiVoice Business (Enterprise Solution)

Mitel MiVoice Business (formerly the Mitel Communications Director) can be deployed in just about any environment, working with (rather than replacing) existing processes and systems to enhance them with the latest IP solutions and features. This attribute protects Mariposa County's legacy investment, and also prepares existing systems for future growth.

MiVoice Business software allows end users to operate their communications system with flexibility, ease, and reliability. This powerful software runs on a choice of platforms, such as the proprietary Mitel 3300 ICP or industry standard Dell, HP, and IBM® servers, widening the scope of businesses and enterprises that will benefit from Mitel's call control software.

It can be deployed in a centralized, distributed, or hosted configuration to meet specific business needs, and provides the reliability expected by the most stringent business requirements. MiVoice Business integrates with Mitel's desktop portfolio and suite of unified communications applications to drive productivity, enhance customer service and reduce costs.

Virtual Mitel MiVoice Business offers the same MiVoice Business functions and capabilities, while being treated like any other virtualized application in the data center. Mitel and VMware® have partnered to allow voice and business applications to run together in a virtualized environment.

Mitel MiVoice Business Multi-Instance leverages virtualization techniques to allow multiple instances of MiVoice Business to run on an industry-standard server. Multi-Instance provides a dense, scalable, and energy efficient communication services platform, while maintaining the flexibility of completely distinct PBX instances.

Whether a company has 30 users or 65,000, MiVoice Business brings powerful call handling, a profusion of features, simple management and flexible deployment options.

Included as embedded features within MiVoice Business are leading-edge mobility capabilities and standard unified messaging. Mitel Dynamic Extension establishes a single identity for users communicating internally or externally. Dynamic Extension works with any device (desk phone, cellular, remote office, home phone) and extends the corporate system to any location on any network. This improves the accessibility of the user, and also reduces costs and ensures first-call resolution.

MiVoice Business also includes inherent auto attendant, automatic call distribution, Wi-Fi, and an IP DECT wireless gateway. These combined with over 500 telephony features such as hot desking and audio conferencing enrich the user experience and invigorate existing processes. In distributed environments, MiVoice Business works over IP or traditional telephony networks to provide a virtual single system. MiVoice Business also provides support for networking standards such as SIP, QSIG and DPNSS, which facilitate interconnection with third-party PBXs and applications.

Administrators sign on only once to manage all the capabilities of up to 19 other MiVoice Business platforms. Through the same Web-based interface, they can also reach through to various applications to view and change administration forms on any MiVoice Business platform in the system.

MiVoice Business has no dedicated server hardware, but instead runs on either Mitel proprietary 3300 Controllers or industry-standard Sun, HP or IBM servers. It operates across virtually any LAN or WAN infrastructure, regardless of manufacturer. It can also be implemented in a distributed model where call control is managed at local sites, or in a hosted model where call control servers are collocated with gateways to deliver resilience and business continuity.

MiVoice Business can be configured to provide different services running on separate hardware platforms within a single solution. For example, it can be configured to run as a call controller on one hardware platform, a media gateway on another, and an applications and services gateway on a third controller, all combining to form a single system.

MiVoice Business consistently delivers efficient, seamless call handling. It provides native call setup, tear down, and signaling between Ethernet IP-connected telephones. For traditional telephony, such as POTS and PSTN trunks, call

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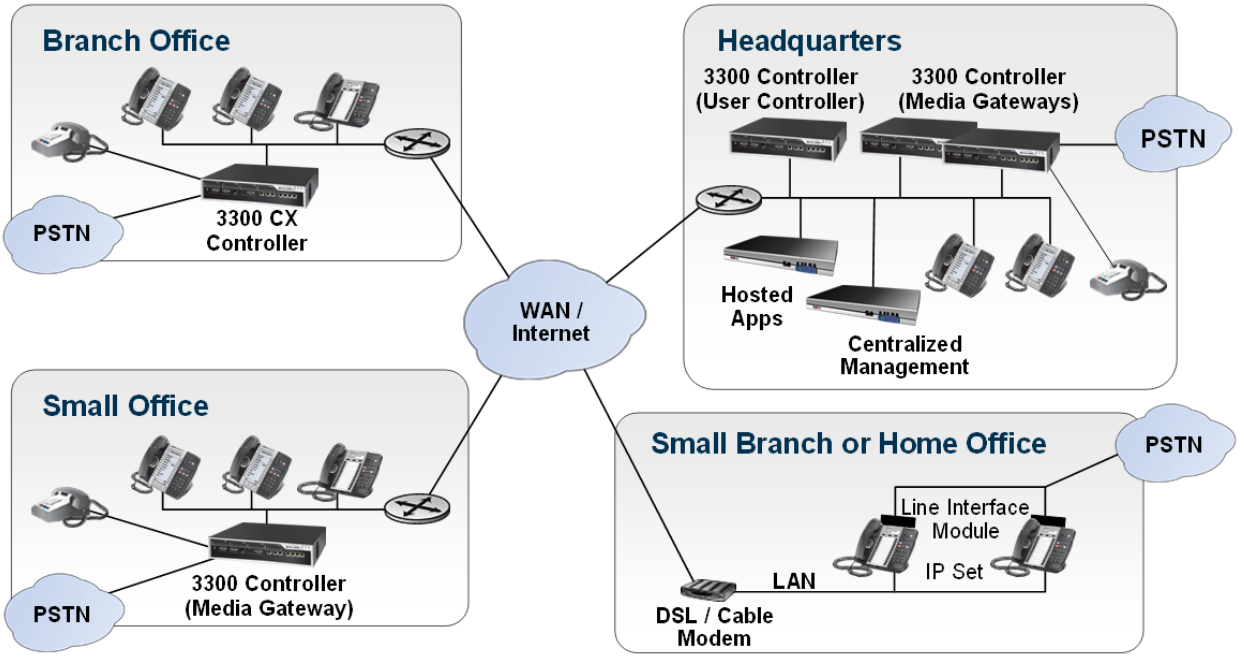
handling is also conducted natively by the system through a conventional TDM circuit-switched subsystem. Using two different switching techniques simultaneously means

- all traffic is switched with minimum conversion between packet and traditional telephony to provide optimum voice quality in all call scenarios
- embedded gateway functionality is only required between the IP and non-IP networks, optimizing the use of system resources
- migration from traditional PBX to IP telephony is seamless and efficient

MiVoice Business's high level of flexibility revives legacy systems and saves Mariposa County money and time. MiVoice Business is designed to IP-enable the legacy PBX, which protects existing investments while delivering all the advantages of a unified communications infrastructure. In addition, features available on Mitel IP phones can be ported to legacy phones (desktop, wireless, cellular, remote), eliminating the need to buy new phones.

MiVoice Business's flexible design immediately enhances the user experience, and extends high-level benefits over the long term.

The following diagram illustrates a sample MiVoice Business converged network for medium to large businesses; however, it is also easily scalable for smaller organizations.



Architecture

Using Mitel 3300 Controllers and gateways, MiVoice Business can be configured and integrated into any corporate LAN or WAN infrastructure that supports Quality of Service, regardless of manufacturer.

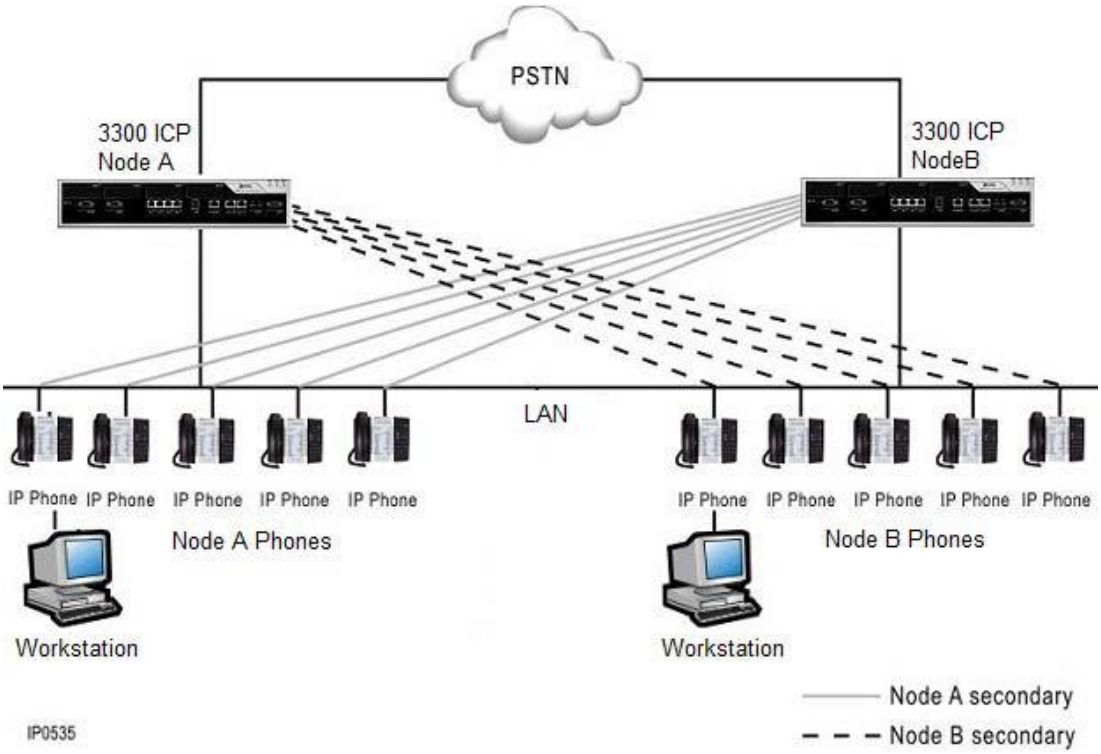
The IP network connects IP telephony devices, and simultaneously provides a Time Division Multiplexer (TDM) subsystem (for digital and analog phones and trunks). This capability means that MiVoice Business …

- supports a complete IP implementation, a TDM implementation, or a combination of IP and TDM
- can provide optimum voice quality in all call scenarios due to minimization of conversions between IP and TDM
- offers seamless and efficient migration from traditional PBX to IP telephony
- provides native support for SIP interoperability with multiple service providers and for a variety of traditional PSTN interfaces and networking protocols
- delivers consistent features and functionality between the TDM and IP domains

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System Reliability and Resiliency

MiVoice Business offers several options to ensure business continuity in the event of a network outage or hardware failure: native resiliency, virtualization, and remote connectivity.



MiVoice Business's distributed network keeps communications available during system failure

Native system resiliency is maintained through multiple MiVoice Business platforms in a Mitel cluster. The cluster allows multiple Mitel platforms to work together as a single system. In a resiliency solution, the MiVoice Business cluster can direct IP phones and applications as well as route and maintain calls. During network problems, system functionality is sustained because data is distributed throughout the clusters.

The distributed network configuration eliminates the need for additional hardware because it optimizes the use of existing hardware.

Virtual MiVoice Business provides business continuity services through VMware, offering the ability to perform an automatic restart of virtual machines on alternate servers.

Mitel also provides the simple-to-deploy Mitel Border Gateway (MBG) teleworker solution. Through this solution, remote employees can access office phone settings and extensions.

Redundancy

The 3300 ICP MXe Controller supports hard drive redundancy, disk mirroring, and power supply redundancy using an optional RAID controller and two hard disk drives, and an optional redundant power supply unit.

Scalability

Through clustering, our proposed platform extends to more than 65,000 users.

Clustering involves grouping multiple Mitel 3300 ICP Controllers into a seamless network.

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All controllers in a cluster share phone information. The cluster also provides fallback for a fully resilient solution.

Clustering allows us to combine up to 999 platforms together, accommodating an increasing user base.

Since the 3300 ICP Controller does not use cards or cabinets as in a legacy PBX, you would need only to purchase a telephone and license to scale as large as needed.

MiVoice Business Virtual for VMware

MiVoice Business Virtual is the industry's first virtualized voice communications software application. It offers the same enterprise-caliber functions and capabilities deployed on physical MiVoice Business controllers and can be deployed on any industry-standard servers that comply with vSphere 5.5 hardware guidelines. Its rich, industry-leading features include Dynamic Extension, clustering, resiliency support, SIP service provider interconnect, and multi-node management. The virtual appliance uses open standards, enabling it to be inserted into the data center along with other business applications.

Server virtualization and management tools such as that provided by VMware data centers save costs by reducing their physical server footprint.

Along with power and real estate savings, this results in server management automation and data center process standardization. The number of applications that can be virtualized is also increasing.

Mitel offers several communication applications as Virtual Appliances and a few others that are VMware-ready. Both Virtual Appliances and VMware-ready applications can be deployed into a VMware enabled virtual infrastructure.

Virtual Appliances, however, come pre-packaged as a readily deployable software package that simplifies installation time and ensures that the virtual appliance is correctly configured, which saves time and avoids potential virtual software installation issues.

Virtual Appliances available as part of Mitel Virtual Solutions include

- Virtual MiVoice Business
- Virtual MiCollab with unified Messaging, MiCollab Client, and audio, web and video conferencing
- Virtual MiVoice Border Gateway teleworker service, SIP trunk proxy service, and Application Web Proxy service
- Virtual Unified Communicator (UC) Advanced server

Virtual MiVoice Business network deployment

- One or more instances of Virtual MiVoice Business which can be configured as a cluster and with resilient IP telephony failover

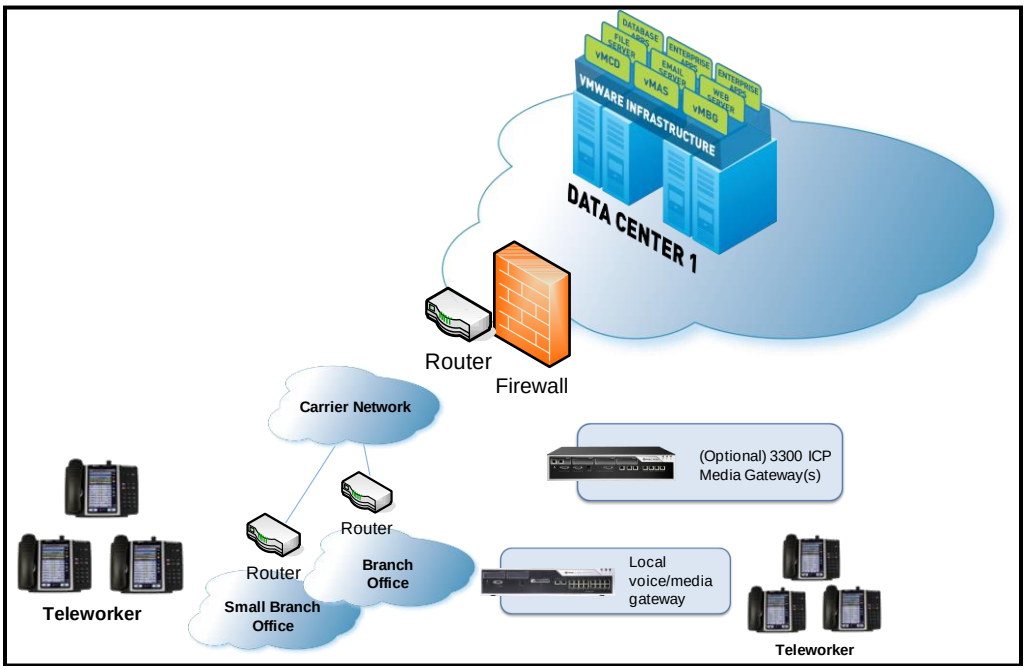
- Additional Mitel business communication applications virtual appliances, such as Virtual MiCollab and Virtual Mitel Border Gateway (MBG), as well as applications that are VMware ready, such as Customer Interactions Solutions, and Enterprise Manager

- Other business applications

A 3300-controller acting as a Media Gateway can be optionally deployed to provide digital/analog services.

For an existing Mitel solution deployment, a 3300 controller can be redeployed as a trunking gateway.

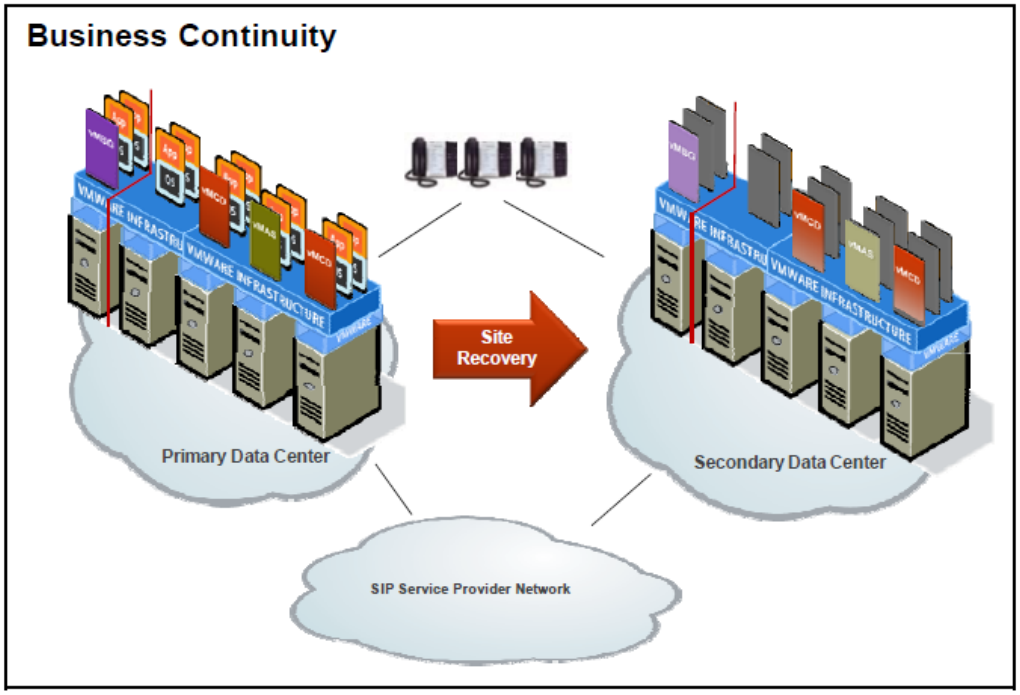
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Typical Virtual MiVoice Solution

Increased business continuity capabilities are enabled to allow for the replication of business communication applications in secondary data centers.

VMware virtual infrastructure management combined with Mitel's application layer resiliency and failover for the MiVoice Business software ensures business continuity and provides unprecedented availability along with consistent administration and manageability across IT Data Center.



Enabling Business Continuity

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Virtual Mitel Communications Director supports up to 2,500 active users, and multiple Virtual MiVoice Business instances can be deployed and clustered to extend the number of users.

Mitel supports application co-residency, allowing Virtual MiVoice Business call control and other Mitel Virtual Solutions applications to run side by side with other line of business applications.

MiVoice Business, a software-based unified communications platform, is validated to run on Industry Standard Server (ISS) hardware in a physical or virtualized format making it a preferred fit for the requirements of a data center environment.

Mitel Virtual Solutions is a complete virtualized unified communications solution certified by Mitel Solutions Alliance (MSA) labs and achieving the “VMware Ready” certification for virtual applications (vapps).

Mitel Virtual Solutions (Virtual MiVoice Business, Virtual MiCollab and Virtual MiVoice Border Gateway) provide a complete virtualized unified communications solution optimized as an Open Virtualization Format (OVF) installation for VMware vSphere allowing your organization to leverage the full benefits of vSphere and vCenter management tools.

All Mitel Virtual Solutions products are fully certified to co-reside with other line of business applications on your vSphere host resource(s).

Mitel Virtual MiVoice Business can be deployed as part of a centralized topology within the data center or virtual machine host environment.

This allows multiple call control instances (Virtual MiVoice Business) to be deployed across a common VMware host environment, including the ability to move the instance from one host to another.

The benefits of the solution include consolidated hardware at one or two physical locations while providing specific and unique call processing to each of the departments or remote office locations.

The solution builds upon the already robust standard resiliency model found within MiVoice Business enterprise deployments.

Through the support of the vCenter management tools vMotion and High Availability (HA), Business Continuity (BC) can be further enhanced to provide availability levels of 99.999%.

Mitel enables these applications to run in virtual data center environments with other business applications so that they fit within Mariposa County’s established business processes.

Virtual MiVoice Benefits

Virtual MiVoice offers the following benefits:

- Reduced Capital Expenditure – Consolidating telephony and unified communications means that Mariposa County would no longer require dedicated physical servers or appliances to provide telephony and unified communication services to employees.
- Reduced Operations and Maintenance Costs – Mariposa County can reduce time, effort and the costs associated with managing servers. Integrating telephony within the VMware virtual infrastructure results in communication solutions being managed with other virtualized business applications.
- Reduced Power Consumption – Consolidating business communications applications would enable Mariposa County to take advantage of the power savings of virtual environments enabled by VMware server virtualizations.
- Improved Application Availability – Integrating with a VMware managed virtual environment enables Virtual MiVoice to use VMware vSphere Client and vCenter to manage application availability. Applications are not subjected to prolonged downtime for server maintenance.
- Integrated Business Continuity – VMware virtualization provides integrated disaster recovery management. Management methodologies and best practices are consistently applied across all applications in the data center, including business communication applications, resulting in time and money savings.
- Consistent Feature Set and Licensing – Virtual MiVoice uses the same communications software suite as that available on 3300 controllers and Industry Standard Servers (ISS). It uses the same software licensing

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as Virtual MiVoice Business, so Mariposa County's investment would be protected when migrating from non-virtual to virtual environments.

- Seamless Telephony Integration – Virtual MiVoice integrates seamlessly in a network of MiVoice Business machines – either 3300 controller, Industry Standard Servers (ISS) or other Virtual MiVoice appliances. Virtual MiVoice integrates with the same Mitel desk phone portfolio and applications suite.
- Faster System Deployment – Virtual MiVoice is easy to install into an existing virtualized data center. Increasing communications capacity and adjusting overall workload is faster than it would be with traditional dedicated specialized appliances or dedicated servers.

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Mitel 3300 CX Controller



The Mitel 3300 CX Media gateways greatly simplify communications and offer everything needed to support a small office, enable computer, printer and high-speed Internet connectivity all to one compact box and over one line. These gateways can support up to 100 IP Phone users.

The CX support embedded analog functionality for trunks and phones, including:

- 4 ONS (analog terminal/phone)
- 6 LS (Loop Start analog) trunks
- Support for 2 PFTS (power fail transfer stations). If power to the CX fails, a mechanical relay automatically transfers specific ONS line ports to specific LS trunk ports.

An Optional AOB (Analog Option Board) can be added to either controller to support an additional 4 ONS lines and 6 LS trunks.

The CX can also support up to 3 external ASU's (Analog Services Units) for low to moderate density analog phone and trunk applications, above the densities supported in the base platform or AOB.

The CX gateways also can support BRI (Basic Rate Interface) functionality for small businesses by the addition of MMC (Multi-media Control) cards into the base platform.

For larger implementations, the CX Gateways both support an optional T1/E1 combo module that provides digital trunking for T1 / E1 / or PRI trunking, or a dual T1/E1 module.

The combo module also includes a DSP (Digital Signal Processor), which supplements embedded DSP capability in the base gateway to provide additional resources for CLASS tone generation, Record a Call conferences, DMTF receivers, voice compression, and voice echo cancellation.

The CX gateways support an Ethernet connection to the WAN / Internet in addition to an Ethernet connection to the LAN.

The Mitel 3300 ICP CX/CXi - Ideal for Small/Branch Offices

The 3300 ICP platform gives businesses a choice of controllers geared to the needs of small offices, whether for a single location or for branch offices needing connectivity to the corporate headquarters. The CXi Controller provides an integral data switch, router, power and firewall, and the CX Controller gives users the flexibility to choose their own data equipment. Both the CX and the CXi have as standard 4 analog extensions and 6 analog trunks on which to build a customized configuration.



Mitel 3300 CX Controller



Mitel 3300 CXi Controller

The 3300 CX/CXi Controllers are expandable to support up to 150 devices and can be networked with controllers in other locations to create a powerful, converged IP network.

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Mitel 3300 CXi Controller

The Mitel 3300 CXi Controller is the perfect all-in-one solution to simplify communications at lower line sizes. The CXi provides support for phones and fax machines, and with an embedded data switch, enables computer, printer and high-speed Internet connectivity over one line. This can include an integral firewall and broadband router to protect your data and reduce costs.

The 3300 ICP CXi Controller provides:

- An embedded 16-port powered L2 10/100 Ethernet switch
- An additional 10/100/1000 Ethernet uplink port
- Connectivity to additional switch ports and router
- A WAN port that is an “Internet Gateway”, providing connection to an ISP for Internet access (e.g., DSL or cable) and NAT and firewall capabilities. (excludes use for IP networking)
  [ASK BC/ Bob W about this: WAN port does not support IP networking - use external router for IP networking (same as you would with a CX, MXe, AX Controller)

Mitel TA7100 Terminal Adapters

The TA7100 Terminal Adapters for analog devices connecting to SIP extensions come in three models: the Mitel TA7102 with 2 analog/fax ports, the Mitel TA7104 with 4, and the Mitel TA7108 with 8 analog/fax ports. Through the analog ports, the TA7100 terminal adapters can connect up to two, four or eight analog phones, modems or faxes. In addition, a PC or home router can be connected to the units second LAN/Ethernet port. Additionally their built-in WAN/LAN ports enable a PC or home router to be connected to a broadband modem. For wide area connection, the terminal adapters use existing broadband access equipment to connect to any standards-based VoIP network.



Mitel TA7102 Terminal Adapter



Mitel TA7104 Terminal Adapter



Mitel TA7108 Terminal Adapter

The TA7100 Terminal Adapters offer security features, such as SIP over TLS, SRTP, certificates management, and HTTPS, which are designed to bring enhanced security for the network management, SIP signaling and media transmission aspects. TA7100 Terminal Adapters interface seamlessly with the full Mitel communication server portfolio of products in secure networks. The units also use innovative TAS (Transparent IP Address Sharing) technology and an embedded PPPoE client to allow PC (or router) connectivity to the second Ethernet port. This is done to have the same public IP address as the first port, eliminating the need for private IP addresses or address translations. The Terminal Adapters support high compression codecs simultaneously on all analog voice ports, saving valuable bandwidth. For management purpose, the TA7100 units provide a web interface, giving administrators convenient access to the unit for initial setup. The devices can also be auto-provisioned by fetching their encrypted configuration from a TFTP or HTTPS server, making installation secure and transparent to end users.

The TA7100 analog-to-SIP terminal adapter, also used as residential gateway, provides connectivity for two/four/eight analog devises (telephones, terminals, Fax machines) plus one IP/SIP interface to a PC (or other IP based device).The Mitel TA7102, TA7104 and TA7108 connects to the MiVoice Business or MiVoice Office 250 platform via SIP and the each end-point connected via the terminal adapter needs to be registered/supported as SIP devices (i.e. need SIP Phone License Cat F or Standard or Enterprise License).

Benefits:

The TA7100 Terminal Adapters are a security-ready, VoIP gateway allowing Enterprise Networks to connect SOHOs, Remote Workers and Branch Offices to an IP network, while preserving investment in analog telephones and faxes. The terminal adapters may also be used for connection of analog devices to the call server while located inside the enterprise network. The Mitel TA7100s connect to Mitel MiVoice Business and MiVoice Office 250 communications platforms via SIP, and each end-point connected via the terminal adapter needs to be registered/supported in MiVoice platform as SIP devices (i.e. need SIP extension license). These Analog Terminal Adapters come with a web interface that:

- Connects up to 2,4 or 8 analog phones and/or faxes
- Connects to PC or a home router
- Offers security features such as SIP over TLS, SRTP, certificates management, and HTTPS
- Supports high compression codecs simultaneously on both analog voice ports, saving valuable bandwidth

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MiVoice 6930 IP Telephone

The MiVoice 6930 IP Phone is designed for power users who need a phone that can be tailored to their specific communication needs. MobileLink enables the users' mobile phone to pair directly with the 6930 using the embedded Bluetooth 4.1 interface to deliver access to many of the features of the mobile phone on the desk phone, making the MiVoice 6930 an invaluable companion to the mobile user's smart phone. The 6930 affords users the flexibility to tailor the phone for specific needs through a broad array of end-user installable add-on accessories. It's designed from the ground up to provide an exceptional HD audio experience via its unique voice optimized handset, enhanced full-duplex speakerphone and support for Bluetooth, USB, Analog, and EHS/DHSG headsets. Supporting today's high-speed networks through dual Gigabit Ethernet ports, the 6930 offers a large 4.3" color backlit LCD display, HD wideband audio with advanced audio processing, seventy-two programmable Personal keys and five context sensitive soft keys.



Features:

- Large 4.3" 480x272 color display and MobileLink support
- Built-in Bluetooth 4.1 Interface for Mobile Device and Headset connection
- LED illumination indication of Mobile device connecting to desk phone
- Seventy-two programmable, 1-touch multi-function, self-labeling keys (6 pages of 12 keys for speed dialing, line appearances, feature access)
- 10 Fixed function keys: Hang-up, Redial, Hold, Mute, Speakerphone/Headset, Contacts, Call History, Voicemail, Settings and Volume Up/Down
- Five context-sensitive softkeys for intuitive feature access
- Supports MiCollab and MiVoice Business Gateway (Teleworker) applications
- Desktop user tool: Browser-based desktop configuration and programming tool for easy access to telephone system features as well as key labeling
- Exceptional HD Handsfree speakerphone (full duplex)
- Dual-port Gigabit Ethernet (10/100/1000 Mb integrated Ethernet switch)
- Powered USB 2.0 Host port (500mA) for Mobile Device charging, headset and accessories support
- Sidecar Expansion port for connection of Programmable Key Module and other accessories
- 48V DC power barrel jack
- Navigation cluster for navigating through the intuitive Graphical User Interface
- Voice optimized corded handset - hearing-aid-compatible (HAC - meets American Disabilities Act [ADA] requirements) and HAC compliance for magnetic coupling to approved HAC hearing aids
- Supports Mitel Teleworker Solution, Automatic Call Distribution (ACD) agent and supervisor, hot desking, and resiliency
- Designed for power conservation: reduces power consumption for overall energy savings
- Multiple powering options: Accepts standards-based (IEEE 802.3af power compliant) power over the LAN via spare pair to signal pair, or supports 48 VDC Ethernet / AC power wall adapter
- Codec support: G.711, G.729a, G.722, G.722.1
- Supports IEEE 802.1p/q for Voice Quality of Service
- Dual Mode ready – Supports Mitel IP (MiNET) and SIP (Future) protocols

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MiVoice 6940 IP Telephone



The MiVoice 6940 is designed for the executive user who demands a premium, high-end device that meets their demanding communication needs. MobileLink enables the users' mobile phone to pair directly with the 6940 using the embedded Bluetooth 4.1 interface to deliver access to many of the features of the mobile phone on the desk phone, making the MiVoice 6940 an invaluable companion to the mobile user's smart phone. The 6940 affords users the flexibility to tailor the phone for specific needs through a broad array of end user installable add-on accessories. The 6940 is designed from the ground up to provide an exceptional HD audio experience via its unique voice optimized cordless handset, enhance full-duplex speakerphone and support for both Bluetooth and USB headsets. Supporting today's high-speed networks through dual Gigabit Ethernet ports, the 6940 offers an exceptionally large 7" color touchscreen display, HD wideband audio with advanced audio processing, ninety-six programmable Personal keys and six context sensitive soft keys.

Features:

- Exceptionally Large 7" 800x480 color capacitive touchscreen display
- MobileLink support
- Built-in Bluetooth 4.1 Interface for Mobile Device and Headset connection
- LED illumination indication of Mobile device connecting to desk phone
- Ninety-six programmable, 1-touch multi-function, self-labeling keys (6 pages of 16 keys for speed dialing, line appearances, feature access)
- 10 Fixed function keys: Hang-up, Redial, Hold, Mute, Speakerphone/Headset, Contacts, Call History, Voicemail, Settings and Volume Up/Down
- Six context-sensitive softkeys for intuitive feature access
- Supports MiCollab and MiVoice Business Gateway applications
- Desktop user tool: Browser-based desktop configuration and programming tool for easy access to telephone system features as well as key labeling
- Exceptional HD Handsfree speakerphone (full duplex)
- Dual-port Gigabit Ethernet (10/100/1000 Mb integrated Ethernet switch)
- Powered USB 2.0 Host port (500mA) for Mobile Device charging, headset and accessories support
- Sidecar Expansion port for Programmable Key Module and other accessories connection
- Secure voice communication enabled by encryption
- Intuitive touch based Graphical User Interface with gesture support
- Voice optimized cordless handset - hearing-aid-compatible (HAC - meets American Disabilities Act [ADA] requirements) and HAC compliance for magnetic coupling to approved HAC hearing aids
- Supports Mitel Teleworker Solution, Automatic Call Distribution (ACD) agent and supervisor, hot desking, and resiliency
- Designed for power conservation: reduces power consumption for overall energy savings
- Mute and Speaker/Headset keys with LED illumination for status indication
- Multiple powering options: Accepts standards-based (IEEE 802.3af power compliant) power over the LAN via spare pair to signal pair, or supports 48 VDC Ethernet / AC power wall adapter
- Codec support: G.711, G.729a, G.722, G.722.1
- Supports IEEE 802.1p/q for Voice Quality of Service
- Dual Mode ready – Supports Mitel IP (MiNET) and SIP (Future) protocols

Mitel 6970 IP Conference Phone

Features:

- 7" WVGA (800x480) color TFT capacitive touch-screen LCD with brightness controls
- Power Over Ethernet (PoE) LAN port supporting 10/100/1000 Base T

- Embedded Bluetooth 4.1
- 1 USB 2.0 Host port one on the side of the unit
- 1 peripheral mini USB port underneath the unit
- 2 ports for optional external microphones underneath the unit
- Enhanced conference audio with high output speaker and 8 microphone beam-forming array
- Support for wireless network connection via optional Mitel Wireless LAN adapter
- Twelve touch screen top softkeys supporting up to:
- 48 functions
- 6 state-based touch screen bottom softkeys supporting up to 30 functions
- MobileLink support - seamless mobile integration using Bluetooth wireless technology



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Mitel MiCollab

Across your typical business, user collaboration, mobility, and messaging are the core communication requirements. To simplify these functions, Mitel combines them into a single solution: the Mitel MiCollab.

Promoting simplicity for users
Despite being physically separated, users appreciate being able to find each other quickly and connect without delays and long wait times for return calls and emails. Instead of users toggling between their communications applications, each with their own login procedure, MiCollab provides users access to all of their applications from one place – from anywhere on any device.

Also included in MiCollab is Presence, which provides a visual of someone's status and real-time access to everyone in the organization, on or off the premises, and enhances the effectiveness of "in the moment" communications.

Promoting simplicity for IT teams
MiCollab operates on a single management console providing administrators with one view of the entire solution - presence, collaboration, mobility, and messaging. As a single solution, MiCollab brings several other benefits to IT teams, including:

- One server for all functionality
- One interface for user deployment
- One management view
- One point of control
- Multiple deployment options including virtualized environments
- Powerful APIs to bring other applications like email and CRM into the user's communication realm.

MiCollab is a robust communications solution that unifies mission-critical applications on a cost-effective, easy-to-use platform. MiCollab minimizes installation and management costs because it consolidates multiple communication applications (see list below) on a single server with common installation, commissioning, and administration tools.

- Unified communications and collaboration
- Mobility
- Unified messaging
- Audio, video and web conferencing
- Real-time contact information
- Speech-enabled auto attendant
- Teleworking

By residing on a single server, MiCollab drastically cuts power consumption, reduces maintenance costs and requires less rack space. Time and effort are also saved with a single installation of all applications, an integrated initial system configuration wizard, and a simplified browser-based administration interface. As well, for everyday use, a browser-based user portal provides access to the applications.

Through integration with the MiVoice Business platform, MiCollab delivers call control, extensive features and support for a wide range of innovative desktop devices and applications.

MiCollab Unified Messaging

From basic voice mail to advanced unified messaging, MiCollab Unified Messaging (UM) is a reliable, cost-effective messaging application that satisfies the diverse needs of the entire user population.

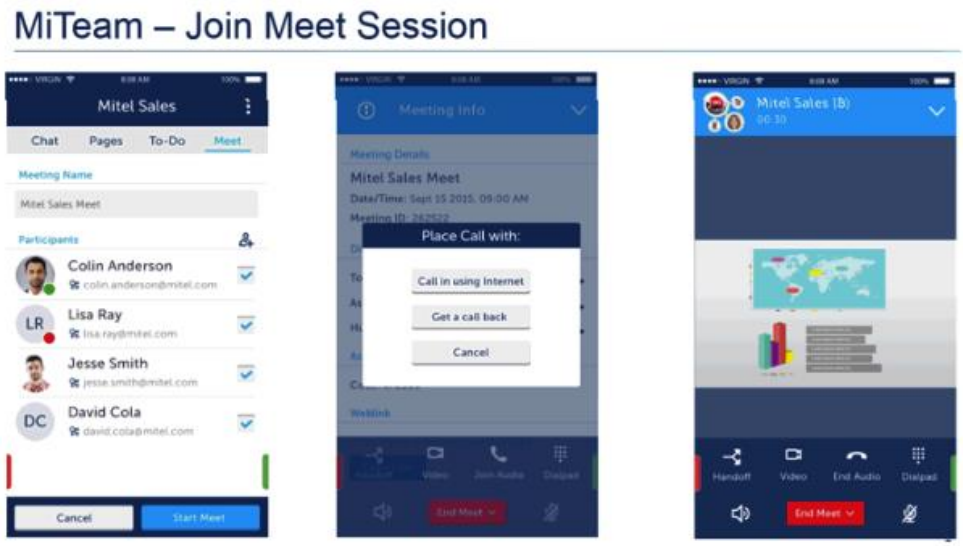
As part of the MiCollab suite, MiCollab UM enables users to access their voice mail remotely through their existing e-mail clients (IBM Lotus Notes, Novell GroupWise, or Microsoft Outlook 2003/2007/2010 or 2013) or telephony user interface (TUI). MiCollab UM also enables access to voice messages from the desktop by e-mail client or web browser.

Benefits:
- Advanced unified messaging and text-to-speech e-mail reading allows users to manage voice mail, e-mail and faxes from a desk phone, mobile device or PC

- Improves customer service levels while Speech Auto Attendant offloads the company receptionist from routine calls
- Personal call routing options, such as Find Me/Follow Me and the ability to create schedules and caller ID filtering, empower users to control how and when calls reach them
- NuPoint upgrade process improvement (vNPM Restore)

MiTeam (Available as an Option)

MiTeam is a workstream communications and collaboration tool that provides a highly collaborative, persistent workspace for team-based meetings, conversations, content collaboration and project management. It is integrated into MiCollab UC mobile (iOS and Android) and MiCollab Web Client.



Benefits:

- Consolidate teamwork capabilities into a single window pane, centralizing chats, content sharing, collaborative whiteboard sessions, pictures, videos, presentations, and add rich graphic and vocal annotations.
- Keep up to date on projects, stay connected with colleagues and clients, and eliminate cumbersome emails with powerful layers of embedded collaboration within a single application.
- Potential to integrate and embed more than 40 external services – such as DropBox, Salesforce.com, Evernote, and Google Drive – directly into your MiTeam experience to automate alerts, seamlessly import content and annotate files, all within the same application.
- Expand teams past the physical confines of your own organization to include remote employees, contractors, and even customer contacts, anywhere around the globe and on any device.

Speech Auto Attendant (Available as an Option)

The MiCollab UM Speech Auto Attendant (SAA) is an application that allows users to place calls to people quickly and efficiently by speaking their names. Users can also make a call by saying a department name or telephone number.

Speech Auto Attendant has the ability to store four numbers per person and provides the configurable option for the user to select which phone number will be called. Department names are also supported and can be heard after saying the "Department" command.

The auto attendant provides users with the ability to optionally play back the current presence state of the matched person prior to transferring a caller. This feature is supported through integration with the following clients:

- IBM Sametime
- Microsoft Live Communications Server 2005 (LCS) and Microsoft Office
- Communications Server 2007 (OCS)

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MiCollab Audio, Web, Video Conferencing

MiCollab Audio, Web and Video Conferencing brings together the benefits of a feature-rich audio conferencing solution with easy-to-use, intuitive web conferencing capabilities. These enable users to enhance a conference call or meeting through the use of shared documents, presentations, chat and desktop video.

The audio conferencing and web presentation capabilities facilitate better collaboration among internal and external employees, business partners and customers. Users can rapidly schedule and conduct conference calls and share documents with any participant from the browser-based interface. Recording and publishing options extend the conference beyond the initial meeting.

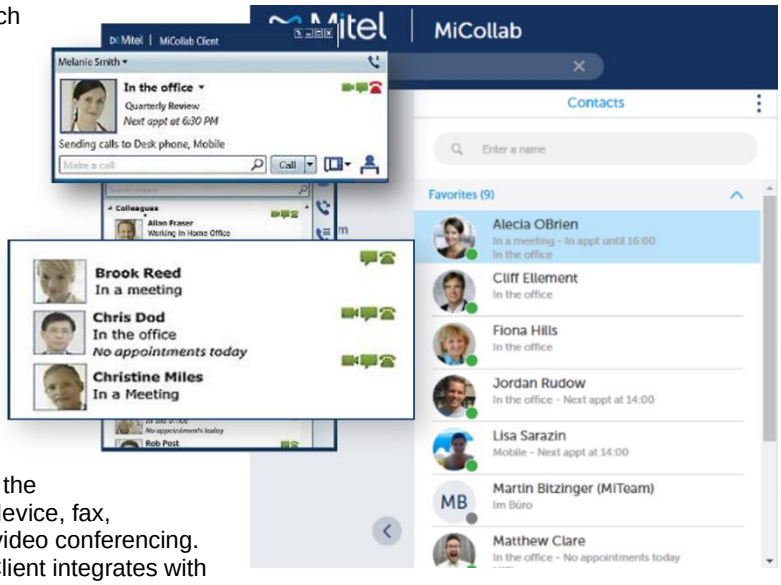
MiCollab Audio, Web, Video Conferencing on MiCollab is a cost-effective, scalable solution that connects people quickly and easily, regardless of their location. When part of MAS, MiCollab Audio, Web, Video Conferencing not only provides all the same features as its stand-alone version, but it also provides the simplicity of administration on a single server, a decreased server footprint, and combination with a rich set of Mitel's advanced IP applications.

MiCollab Audio, Web, Video Conferencing on MiCollab also includes the following features:

- High-quality audio and video for better collaboration among internal and external employees, business partners and customers
- Quick and easy conference call scheduling and conduct with shared documents, presentations, chat and video
- Complete call control and management directly from the desktop
- Comprehensive call detail records for bookkeeping and billing purposes
- Cost-effective group calling
- Web-based collaboration tools designed for sharing desktops and individual applications
- Support for an unlimited number of conferencing hosts
- No special event connection costs, and no expensive add-ons
- Handles javaless browsers
- Supported in a Windows 10 environment and Edge Browser

MiCollab Client

MiCollab Client provides a console from which users can manage all their business communication and collaboration needs. It converges the call control capabilities of Mitel communications platforms with contact management, Dynamic Status, and collaboration applications, to simplify and enhance real-time communications.



MiCollab Client allows real-time access to everyone in the organization, on or off the premises, with user and phone presence information that make every phone call or instant message (IM) count. It also provides simple ways to manage personal communications. Users can find, communicate and collaborate with others quickly, easily and in the moment by desk phone, softphone, mobile device, fax, instant messaging, instant collaboration, or video conferencing. For true unified communications, MiCollab Client integrates with leading business productivity tools such as Microsoft Exchange, Microsoft Outlook, and Microsoft Office as well as IBM Lotus Notes.

MiCollab Client also includes mobile device applications that enable RIM BlackBerry, Apple iPhone and iPad, and Google Android users to upload UC Advanced directly to their devices for use while on the go. GPS and Bluetooth

location-based features ensure the mobile user's presence and availability are always up-to-date and the user remains in touch with in-office contacts.

MiCollab Client delivers increased efficiency and productivity, reduced costs, enhanced responsiveness, and streamlined business operations through advanced features:

- Simplified call management and logging
- Presence and availability
- MiCollab softphone
- Visual voice mail
- Secure instant messaging
- MiCollab web and mobile portals
- Dynamic Status (an easy way for users to specify IM, presence, and call routing options)
- Location-based presence



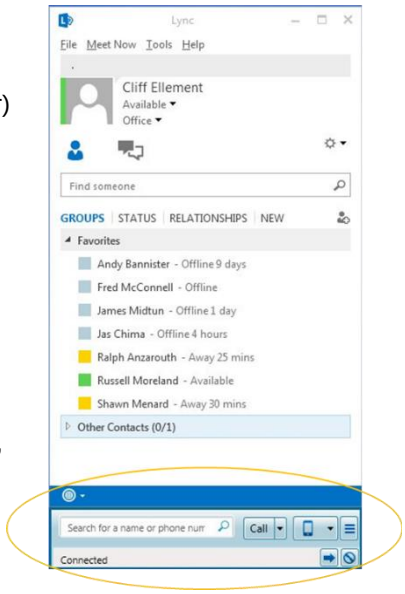
MiCollab Client Options:

- MiCollab Web Client
- MiCollab Mac Client
- MiCollab Client

Integration with Skype for Business/Microsoft Lync

MiCollab integrates seamlessly with Skype for Business/Microsoft Lync, enhancing the clients with the following Mitel voice capabilities:

- Mobility (e.g., single-number reach, hand off to external mobile number)
- Desk-phone control
- Control from mobile phone or SIP device
- Mitel softphone
- Mid-call features
- Voice presence



From within the Skype for Business/Microsoft Lync clients, users can control their Mitel desk phones or their mobile devices, move calls between devices as well as view phone presence. When installed with Microsoft desktop applications, the Mitel solution also supports voice integration with Microsoft Office programs such as Outlook along with Click-to-Call capabilities from a number of web browsers (including Microsoft Internet Explorer, Google Chrome, and Mozilla Firefox).

MiVoice Border Gateway

The MiVoicel Border Gateway (MBG) solution securely enables remote employees to work and collaborate productively by having a complete in-office unified communications experience

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without being physically in the office. To ensure the deployment of secure internal and external workspaces, MBG provides comprehensive threat protection, strict access control, and privacy. It can be installed either on a Mitel MiCollab server or a separate server residing on the corporate network edge. A reliable, secure platform, MBG accommodates multiple network connectivity services in a number of network edge scenarios:

- **Teleworker Service** is a secure plug-and-play solution for remote workers.
- **SIP Trunk Proxy Service** services a SIP-aware firewall at the edge of the company network, which eliminates the need for third-party firewalls. This also simplifies configuration and deployment.
- **Secure Recording Connector (SRC)** is a software solution that facilitates the recording of Mitel encrypted voice streams by third-party call recording equipment (CRE).

NuPoint UM

NuPoint UM is available as a standalone product, and as part of MiCollab. While most functionality is common between the two versions, there are differences in some areas, especially in provisioning and other administrative functions since the MiCollab version is provisioned in the context of other applications in MiCollab
.
For ultimate flexibility, the Mitel solution can support just about any e-mail client including hosted e-mail services like Gmail, Office 365, and Hosted Exchange. It also offers a breadth of voice features such as personal distribution lists, broadcasts, and flexible greeting options.

At its core, NuPoint UM grants access to voice messages three ways:

- Via the telephone user interface (TUI)
- From an e-mail client (including hosted services such as Gmail) via Simple Mail Transfer Protocol (SMTP) Forwarding
- Through the NuPoint UM web interface (Web View)

The proposed NuPoint UM 60 supports up to 60 ports, 57,000 mailboxes and at least 8,000 hours of recorded messages on redundant RAID 1 drives.

Virtual NuPoint UM

Deployed in a virtual environment, Mitel NuPoint UM can be managed like any application in the data center. Providing the same features and functionality as its physical version, Virtual NuPoint UM enables users to access and manage voice mail, faxes, and e-mail from a single interface. Common data center management and provisioning capabilities make administration simple. Advanced unified messaging allows users to retrieve and manage messages from their phone, e-mail inbox, or web browser, with full bi-directional support.

Mitel Unified Communications and Collaboration (UCC)

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The Mitel UCC license bundles include the following components:

UCC Features	Entry User	Standard User	MiTeam Uplift
MiVoice Business User License	●	●	●
Voice Mail & Unified Messaging	●	●	●
Single Number Reach (Mobile Phone Integration)	Up to 8 Devices	Up to 8 Devices	Up to 8 Devices
PC-MAC Desktop & Web Client	●	●	●
▪ Instant Messaging	●	●	●
▪ IM and Telephony Presence	●	●	●
▪ Enhanced Client Capabilities (Dynamic Status, Email-Calendar Int)	●	●	●
Mobile Client	Opt 50% off, with Entry	●	●
Voice / Video Softphone	Opt	PC & Mobile (1 Active Device)	3 Remote Devices
Teleworker – Remote Access	Opt	1 Device	3 Devices
Audio, Video and Web Collaboration *	Participant Only	Participant, Schedule, Moderate	Participant, Schedule, Moderate
Application Integration (Plug-in)	NA	Google	Google, Salesforce
Ad Hoc Meeting	NA	●	●
MiCollab Meeting Center	NA	●	●
MiTeam Collaboration **	NA	NA	●

* 10 MiCollab conferencing ports with the purchase of the first Standard user and 1 additional port for each additional 10 Standard and 5 MiTeam Uplift UCC users

** 1st Year Included, Monthly Subscription after 1st Year

Mitel's unified communications and collaboration (UCC) licensing structure is based on the UCC solutions that are most used by businesses today. These licenses encompass 80 percent of typical business functions employed by three core user types—from unified messaging with IM and presence for the desk-bound user (Entry License), to a full in-office experience for the mobile and team user (MiTeam Uplift).

User Types

- **Entry** - This license is ideal for a desk-bound office worker who needs messaging and some in-office mobility.
- **Standard** - This license is for knowledge workers who need to collaborate and share documents. It will provide them with mobility within the corporate network as well as presence, a desktop softphone, video support, and teleworker access.
- **MiTeam** - This license is for the fully mobile or remote worker who needs an in-office experience anywhere. In addition to the capabilities offered in the Entry and Standard licenses, it includes highly collaborative, persistent workspaces for team-based meetings, conversations, content collaboration and project management.

NuPoint Messenger

Mitel NuPoint Messenger answers the messaging needs of today's larger organizations with highly reliable, scalable and integrated voice and fax messaging that can be accessed anywhere, anytime. NuPoint Messenger voice mail is a PC-based voice mail system, supporting a wide range of voice, fax and data store-and-forward applications. Employees can prioritize and manage their messages from the interface of their choice - phone, email or web -

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allowing them to work more effectively from the office, at home or on the road. The system also performs two types of outdial notification: Message Delivery and Paging, allowing employees to better manage their work and communication schedules. Teams collaborating from disparate locations can message each other as if they were in the same building. NuPoint Messenger even improves customer service by creating personal voice menus allowing callers to transfer to cell phones, home-offices or delegates at the touch of a button. With NuPoint Messenger's Recorded Announcement Devices, you can provide customers with valuable self-help or promotional information about your products and services. Simple and cost-effective, NuPoint Messenger streamlines system management, enhances productivity and improves client service.



Embedded Voicemail

An Embedded Voice Mail system within the Mitel Networks Integrated Communications Platform (ICP) is cost-effective and easy to manage, offering customers a messaging solution today with an intelligent migration path to IP telephony. Users can conveniently manage their voice messages with intuitive telephone prompts and complete integration with Softkeys on Mitel Networks telephones. Along with many superbly designed features, the system includes a multi-level auto-attendant to conveniently route incoming calls, providing callers with better self-service access to the person or department they are calling. Recorded Announcement Devices can automatically answer incoming calls and deliver pre-recorded messages, while easing the burden on reception staff. This embedded voice mail system can forward messages to e-mail addresses or pagers, allowing users to be notified of a call anywhere and anytime.

Mitel Business Reporter

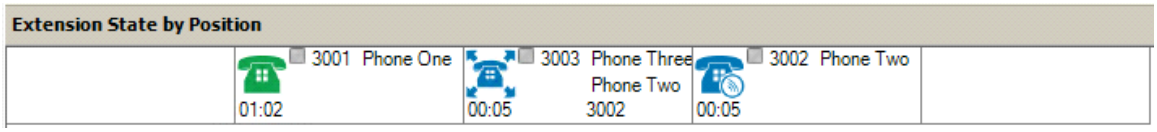
Mitel Business Reporter provides advanced reporting capabilities for general business, non-contact center groups and customers including a new real time monitor Extension Now which shows current day cumulative stats on phones in your business. This expands on the previous Call Accounting offering.

The features of MiVoice Business Reporter include:

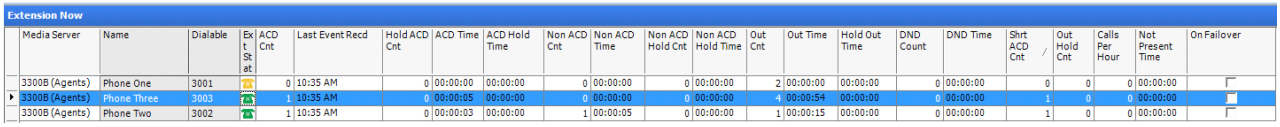
- Extension real time reporting and monitoring on position (fig.1) and performance (fig.2)
- Ring Group real time reporting and monitoring on performance (fig.3)
- Presence Controls of Ring Group Members
- Marquee
- Call Costing**
- Subscriber Module**
- Traffic Analysis
- Attendant Console Reporting

**Call Costing and Subscriber Modules are only supported in Belgium, Netherlands, Luxemburg (Benelux regions), as well as North America, Latin America and the United Kingdom.

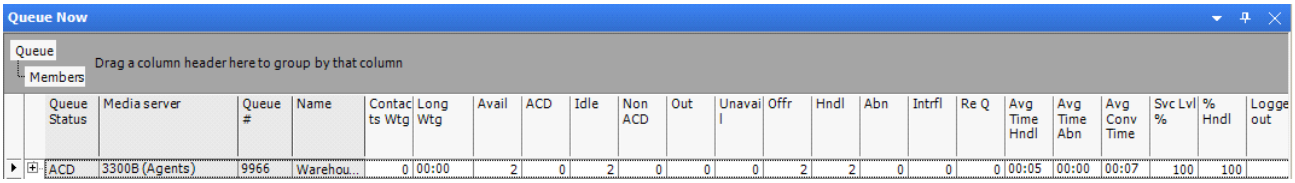
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(Fig.1)



(Fig.2)



(Fig.3)

Ring Groups

- Ring Groups are supported against MCD 7.0 only.
- Ring Group real time and reporting is restricted to the Prime DN of an extension. Secondary lines should not be programmed as the member of a Ring Group if real time and reporting is required.
- In customer environments Ring Groups may not adhere to the Contact Centers guidelines for support. In this case, we recommend that these Ring Groups are added to the synchronization exclusions list. For more information on the exclusion list please reference the Performing Synchronization from the Installation Guide.

Along with its inherent contact center resources, Business Reporter's capabilities also naturally extend into the back office to provide real-time non-ACD monitoring and reporting.

Business Reporter can be installed on a standard hardware server as well as a virtualized server.

About this Statement of Work

This Statement of Work (SOW) outlines the services and deliverables that Ezell's Telephone Co E-Z Tel Inc. (hereafter referred to as E-Z Tel Inc.) will provide to Mariposa County (hereafter referred to as Mariposa County) when implementing the product(s) as detailed below. In addition, this SOW outlines the roles and responsibilities of E-Z Tel Inc. and Mariposa County during the implementation and the key dependencies upon which this SOW is based.

During the implementation process, E-Z Tel Inc. will work closely with Mariposa County on a consultative basis to optimize the success of the implementation. Any requested changes to this SOW will be accommodated according to the change management process outlined below.

Provision of the services and deliverables in this SOW is designed to properly configure the product(s) according to manufacturer specifications. In addition, all work performed under this SOW will comply with manufacturer-recommended implementation procedures.

Description of Services and Deliverables

Outlined below is a complete description of all services that will be provided by E-Z Tel Inc.. Certified engineers will perform all work according to established implementation procedures and guidelines. Prior to the completion of work, E-Z Tel Inc. will perform standard test procedures to confirm operability of equipment according to manufacturer-published specifications.

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3300 ICP Base System Implementation

- Position and build Main Distribution Frame (MDF) according to configuration and prepare for switch wire-out; locate Network Service Provider demarcation point for wire-out; mount connecting blocks and run 25-pair cables; punch down, designate and cross-connect cables
- Mount the 3300 Controller in the 19-inch rack; connect Mariposa County provided AC power to the 3300 Controllers; configure controller with IP addresses provided by Mariposa County; after programming is complete, connect the 3300 Controller to the LAN via a cross-over Ethernet LAN cable
- Prepare telephone designations based on device licenses and Design Plan purchased per Schedule of Equipment
- Cross-connect and/or patch all desktop devices as detailed in Schedule of Equipment and Services

Communications System Design Plan 1

- 1 two-hour design meeting with Mariposa County designated contact for database collection
- Design and program system level forms; enter station data as defined by Mariposa County*
- Up to 2 defined Classes of Service (COS)
- 1 standard COS for each of: console, modem/fax, voicemail and voicemail messaging ports
- Up to 2 defined Classes of Restriction (COR)
- All stations will be call rerouted to a single answer point such as voice mail
- Up to 10 defined Pick Up Groups
- Up to 2 defined Hunt Groups
- Multiline sets include prime line only

* Mariposa County must complete the Station/Voice Mailbox Information Design Forms as explained during the design meeting.

Mitel Software Implementation

- Design, program and test the appropriate networking applications, communications system applications and/or software options as purchased in the Schedule of Equipment
- Mariposa County to provide all application specific information as required

Voicemail Design Plan 1

- Enable Voicemail option and mailbox licenses as defined in Schedule of Equipment and Services
- Mariposa County is responsible for configuration and programming of voicemail Automated Attendant and mailboxes as required

Telephone Training

- Provides each telephone user with instruction on the basic features and functionality of his/her assigned desktop device

- Typically only one (1) device type is covered per class
- User Guides to be provided at class
- Training takes place prior to cut-over

ACD Telephone Training

- Provides each ACD Agent with instruction on the basic features and functionality of his/her assigned desktop device, in addition to all pertinent ACD telephone operations
- Training takes place prior to cut-over

Voicemail Training

- Provides each user with instruction on the basic features and functionality of his/her assigned voice mailbox type
- Training takes place prior to cut-over

PBX/ICP System Administrator Overview

- Provides each Administrator with a basic understanding of the PBX/ICP system configuration and basic programming procedures
- Overview takes place following cut-over

Note: this is an overview session only and is not equivalent to certification for the PBX/ICP.

Voice Messaging System Administrator Overview

- Provides each Administrator with a basic understanding of the voice messaging system configuration, mailbox maintenance procedures and basic report generation
- Overview takes place immediately following cut-over

Note: this is an overview session only and is not equivalent to manufacturer certification.

Implementation

Scheduling

E-Z Tel Inc. will schedule this project upon acceptance of this SOW and the Installation Agreement's Terms and Conditions for the services defined herein. E-Z Tel Inc. resources will be assigned and scheduled based on availability, provided that Mariposa County is located within a service coverage area of a E-Z Tel Inc. local Operations Center. Additional charges, outlined in the Schedule of Equipment and Services, apply when Mariposa County is located outside these areas. A kick-off meeting will be held with the implementation team and Mariposa County-designated representatives. During this meeting critical implementation milestones will be discussed and agreed upon. Assigned Project Manager is responsible for maintaining the master project schedule.

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Performance of Work

E-Z Tel Inc. will install the proposed product solution as listed in the Schedule of Equipment and Services below. Implementation services will be performed in a professional workmanlike manner consistent with manufacturer-published specifications and practices.

Cut-Over

Implementation by E-Z Tel Inc. shall include one (1) single continuous phase, unless a “multi-phased” implementation (purchasable option) is requested by Mariposa County. In the event a multi-phased cutover is requested, additional charges may apply. All implementation activities up to the evening of cutover will be performed during regular business hours (8 a.m. to 5 p.m. local time at the Site).

Removal of Existing Equipment and Infrastructure

Removal, disposal and cleanup of all existing cable, telephony and associated equipment (e.g., power supplies, racks, blocks, etc.) is not included, unless otherwise stated. Removal of existing equipment and infrastructure will require a separate quote, which can be provided at the customer’s request.

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Schedule of Equipment and Services

Total Price for Core Solution: **$540,232.20**

Qty	Description	Unit MSRP	Unit Sell	Ext Sell
	MiVoice Business Software			
1	3300 CX Media Gateway *- Controller Chassis* *- (6) Built-in Loop Start Ports (POTS)* *- (4) Built-in Analog Stations* *- T1/E1 Trunk MMC* *- DSP II* *- Enterprise Gateway package* *- C6Network link license*	$5,750.00	$3,450.00	$3,450.00
1	3300 CX Media Gateway *- Controller Chassis* *- (6) Built-in Loop Start Ports (POTS)* *- (4) Built-in Analog Stations* *- T1/E1 Trunk MMC* *- DSP II* *- Enterprise Gateway package* *- C6Network link license*	$5,750.00	$3,450.00	$3,450.00
1	MiVBus Enterprise SW for 3300 (no users)	$1,495.00	$897.00	$897.00
1	MiVoice Border Gateway Virtual	$250.00	$150.00	$150.00
1	MiCollab Virtual Appliance	$995.00	$597.00	$597.00
1	MiVoice Business Virtual for Enterprise	$1,495.00	$897.00	$897.00
1	Enterprise License Group	$1,000.00	$600.00	$600.00
	MiVoice Business License			
2	MiVoice Business License - Digital Link	$1,500.00	$900.00	$1,800.00
4	MiVoice Business License-SINGLE LINE EXT	$75.00	$45.00	$180.00
1	MCD Mailbox license	$51.00	$30.60	$30.60
1	NPUM Record A Call	$0.00	$0.00	$0.00
20	MiVoice Business License-SINGLE LINE EXT	$75.00	$45.00	$900.00
5	MiCollabNPUM Mailbox CallDir 3300 Userx1	$40.00	$24.00	$120.00
36	MiVoice Bus License - Enterprise User	$175.00	$105.00	$3,780.00
1	MiCollab NPUM MiVBus Mailbox Licensesx50	$1,500.00	$900.00	$900.00
32	UCCv4.0 Entry User for MiVoice Bus x1	$225.00	$135.00	$4,320.00
7	UCCv4.0 Entry User for MiVoice Bus x50	$9,350.00	$5,610.00	$39,270.00
3	UCCv4.0 STND User for MiVoice Bus x50	$13,800.00	$8,280.00	$24,840.00
20	UCCv4.0 Entry User for MiVoice Bus x1	$225.00	$135.00	$2,700.00
	MiVoice Business Hardware			
1	3300 CX(i) II Controller SATA SSD	$150.00	$150.00	$150.00
1	3300 CX(i) II Controller SATA SSD	$150.00	$150.00	$150.00
1	4 Port FXS for EX Cont.	$310.00	$186.00	$186.00
2	1 Port PRI for EX Cont.	$970.00	$582.00	$1,164.00
1	DSP card for EX Cont.	$450.00	$270.00	$270.00

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Qty	Description	Unit MSRP	Unit Sell	Ext Sell
1	EX Controller 8/120G Dual PS	$3,900.00	$2,340.00	$2,340.00
	MiVoice Office 400 Hardware			
1	PWR CRD C13 10A 125V - NA Plug	$17.50	$10.50	$10.50
1	PWR CRD C13 10A 125V - NA Plug	$17.50	$10.50	$10.50
2	PWR CRD C13 10A 125V - NA Plug	$17.50	$10.50	$21.00
	Software Assurance			
1	SWA Prem 5y MiVBus System	$693.00	$415.80	$415.80
1	SWA Prem 5y MiVBus System	$693.00	$415.80	$415.80
10965	CC Premium 24/7 Software Assurance	$1.00	$0.60	$6,579.00
4	SWA Prem 5y MiVBus Analog Port	$21.00	$12.60	$50.40
1	SWA Prem 5y MiVBus System	$693.00	$415.80	$415.80
20	SWA Prem 5y MiVBus Analog Port	$21.00	$12.60	$252.00
1	SWA Prem 5y MiVBus DLM	$0.00	$0.00	$0.00
1	SWA Prem 5y MiVBus System	$693.00	$415.80	$415.80
36	SWA Prem 5y MiVBus User	$61.00	$36.60	$1,317.60
1	SWA Prem 5y MiV BG System	$140.00	$84.00	$84.00
1	SWA Prem 5y MiCollab System	$553.00	$331.80	$331.80
55	SWA Prem 5y MiCollab UM Mailbx	$19.00	$11.40	$627.00
382	SWA Prem 5y UCC Entry MiVB	$68.00	$40.80	$15,585.60
150	SWA Prem 5y UCC Std MiVB	$125.00	$75.00	$11,250.00
20	SWA Prem 5y UCC Entry MiVB	$68.00	$40.80	$816.00
	Endpoints			
1	TA7108 (NA)	$582.00	$349.20	$349.20
512	Model 6930 GB Self Labeling IP Phone	$451.00	$270.60	$138,547.20
20	Model 6940 GB Self Labeling IP Phone	$605.00	$363.00	$7,260.00
22	6970 IP Conference Phone	$908.00	$544.80	$11,985.60
20	6905 Wall Mount Bundle	$130.00	$78.00	$1,560.00
	MiContact Center Solutions			
1	Contact Center Starter Pack	$6,500.00	$3,900.00	$3,900.00
9	Contact Center Agent x1	$800.00	$480.00	$4,320.00
10	MiVoice Business Reporter Extension x50	$350.00	$210.00	$2,100.00
	Miscellaneous			
1	MiCC Supervising Your CC SS	$275.00	$275.00	$275.00
1	MiCC Administering Your CC SS	$275.00	$275.00	$275.00
1	MiCClient Licnse - Peering Adv Server	$0.00	$0.00	$0.00
1	MiCClient Licnse - Federation Adv Server	$0.00	$0.00	$0.00
1	NuPoint Unified Mess Sys Admin RLL	$1,750.00	$1,750.00	$1,750.00
	EQUIPMENT SUB-TOTAL			**$305,357.20**
	Extended Warranty			
48	Parts labor and full remote support 24-7 covers 1-5 years. 15 free remotes a month Pro-services for installation of software updates (patches and 1 major releases/year to be done on off hours. $100.00 a month covers the first year of software upgrades and remote add moves and changes.	$2,300.00	$2,300.00	$110,400.00

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Qty	Description	Unit MSRP	Unit Sell	Ext Sell
1	MDF materials	$1,875.00	$1,875.00	$1,875.00
1	**Pro-services for project management, installation and first year part and labor warranty**			$123,300.00
	SERVICES SUB-TOTAL			**$235,575.00**
	TOTAL PRICE			**$540,932.20**

Pricing excludes taxes and is valid until 6//24/2022

Site Preparation: 3300 ICP

The successful implementation of the proposed equipment is dependent on the assumptions and expectations of the site preparation activities listed below. This Statement of Work assumes that Mariposa County will undertake site preparations and meet network specifications as detailed below, and that the manufacturer's published environmental specifications will be met prior to the scheduled start of implementation. E-Z Tel Inc. may, at the request of Mariposa County, provide many of these site preparation services. In this case, E-Z Tel Inc. will document the requested change in the scope of work, and if applicable, any impact on the implementation schedule and/or pricing. Site preparation activities include the following:

1. E-Z Tel Inc. will receive a detailed topology diagram that includes the internetworking of equipment and clients/servers that will be impacted by the implementation of the 3300 ICP.

2. Mariposa County will work with E-Z Tel Inc. to identify the location of the equipment to be placed in the communications room. Sufficient space will be provided for the physical installation of the 3300 ICP, NSU, ASU and other related peripherals of the 3300 ICP product family; 2U of rack space for each device shall be made available in a standard 19" rack. To allow for serviceability access, there should be a minimum of 30" between the rear of equipment cabinet or rack and the wall. The cabinet or rack should be located no more than 50 feet from the main distribution frame (MDF).

3. In the event that new network services will be provided by a third party (such as additional trunks, wide area network connectivity, etc.), such services shall be tested and running prior to the implementation of the 3300 ICP.

4. Installation of Ethernet cabling will be complete. This cabling will follow industry standard (EIA-T568B) CAT 5 requirements, with one end terminating at an Ethernet switch (or EIA-T568B CAT 5 patch panel) and the other end terminating at a drop location that is within 10 feet (3 meters) of the location of the IP telephony devices. If patch panels are used, they must be located within 20 feet (6 meters) of the Ethernet switches and optional 802.1af compliant inline power devices. Mariposa County will provide any additional CAT 5 patch cables required to connect additional Mariposa County provided IP devices (i.e. PCs) to the IP telephony devices. Testing to ensure working condition of all installed CAT 5 cabling will be complete.

5. In the event that there is an insufficient number of CAT 5 cables to each location where it is desired that an IP telephony device be connected, Mariposa County will ensure that changes are made to the cable infrastructure to support the IP telephony devices. This requirement also applies to any other IP devices that Mariposa County desires to connect to the data network. This requirement can be met through additional cable runs to the Mariposa County locations, wireless networking technology or any other technology which facilitates the connection of purely data oriented devices.

6. CAT 5 patch cables in sufficient number and length, which are required to complete connections between patch panels and Mariposa County provided equipment, will be provided by Mariposa County. A minimum number of patch cables equal to the number of installed IP telephony devices and of sufficient length to reach from the patch panel to the Ethernet switch are required.

7. To ensure the success of implementation, Mariposa County will not schedule installation and testing of the 3300 ICP during the following periods:

   - When the Mariposa County's designated IT personnel are not available
   - When other installations that will impact the LAN are scheduled

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- When the office environment is not conducive to such activities (office construction, moving or expansions, etc.)

Network specifications are provided as follows:

1. The 3300 ICP requires an Ethernet switch or switches with sufficient port capacity to support all of the 3300 ICP telephony devices plus an additional port to support connection to the 3300 ICP. Each Ethernet switch must meet the following minimum requirements:

    - Each port is capable of auto-negotiating to 100mb/s operating at full duplex.
    - The switch supports 802.1Q (VLAN tagging) and 802.1p (priority specification) protocols.
    - The switch is 802.1p/Q compliant and can be interconnected by a method that meets the manufacturer's specifications. This interconnection of Ethernet switches may take the form of 802.1p/Q VLAN trunking and must conform to the IEEE 802.1Q standard or another trunking method which ensures that VLAN and priority information remains intact and unchanged as it moves from one Ethernet switch to another.
    - Interconnection of various VLANS requires a physical Ethernet port on a router or a virtual Ethernet interface on an 802.1p/Q trunk, or proprietary trunk, for every VLAN, which requires connectivity to other VLAN devices. Configuration of router ports--virtual or physical--is the responsibility of Mariposa County.

2. Both DHCP and TFTP services are required for the successful implementation. The 3300 ICP is configured by default to support these services. In the event that Mariposa County chooses to provide either or both of these services from an external source, Mariposa County will be responsible for implementation of any configuration changes required by E-Z Tel Inc. to ensure the correct operation of the 3300 ICP.

3. The installation of dual port IP telephony devices requires the configuration of at least two VLANS. A default VLAN for untagged Ethernet frames is required to support the initial boot of the telephone. A second, distinct VLAN is required to support the voice virtual network. This VLAN number and associated priority will be distinct and separate from any VLAN and priority numbers configured to support data oriented devices. In large deployments, it is possible that more than one VLAN will need to be configured to support all of the voice virtual networks. It will be the responsibility of Mariposa County to implement and test the IP architecture required to support multiple VLANs. Mariposa County must also assign IP addresses required for the IP telephony devices and provide the same to E-Z Tel Inc..

Key Dependencies

The scope, pricing and successful completion of this statement of work is dependent on the key assumptions and expectations listed below. Please review these assumptions carefully and validate their accuracy. Should these assumptions and expectations require modification, E-Z Tel Inc. will endeavor to accommodate such modifications by revising the SOW or issuing a Change Order that documents the requested change and, if applicable, any impact on pricing.

Designated Point of Contact

Mariposa County will assign a designated single point of contact to work with E-Z Tel Inc. for the duration of the implementation. Mariposa County will ensure that during the period of implementation, Information Technology (IT) / Telecom resources responsible for key LAN/WAN/Telephony configurations will be available to work with E-Z Tel Inc.. It is assumed that the assigned contact will have the authority to make decisions regarding implementation activities in a timely manner.

Facilities

Mariposa County will provide full access to all of Mariposa County's premises as needed by E-Z Tel Inc. to perform its responsibilities under this SOW. Any refusal of access shall relieve E-Z Tel Inc. of its performance obligations and the implementation schedule shall be revised to reflect the delay. Mariposa County will also provide a suitable work area for E-Z Tel Inc. personnel.

Attachment: AGREEMENT_WITH_E-Z_TEL_INC_FOR_MITEL_PHONE_SYSTEM packet (RES-2022-348 : Agreement with E-Z Tel Inc. for Mitel

Attachment: AGREEMENT_WITH_E-Z_TEL_INC_FOR_MITEL_PHONE_SYSTEM packet (RES-2022-348 : Agreement with E-Z Tel Inc. for Mitel

General Building Specifications

Mariposa County will be responsible for any additional costs that may be incurred for the supply and installation of any infrastructure that is required for the installation of cable as necessary for this implementation; this infrastructure includes but is not limited to conduits, floor ducts, overhead troughs, floor access, drilling holes, monuments, moving equipment and furniture, etc. It is assumed that any existing cable ducts, troughs and/or conduits have sufficient space remaining to install new cabling as required for this implementation.

Mariposa County must identify asbestos contaminated areas prior to implementation. If E-Z Tel Inc. discovers previously unknown asbestos contaminated areas during the implementation, E-Z Tel Inc. will stop all work in this area until the asbestos is removed or the area is made safe for work to continue. E-Z Tel Inc. shall not be held responsible for the delay caused as a result of asbestos contamination. Mariposa County is responsible for the removal of asbestos and/or the coordination of and all costs associated with sourcing a company that specializes in installing cable in asbestos contaminated areas.

Power and Environmental

Mariposa County must adhere to the equipment manufacturer's published power and environmental specifications and conform to all local electrical code requirements. Mariposa County will provide power to purchased equipment via an adequate number of circuits provisioned according to the equipment manufacturer's specifications. Mariposa County will assume responsibility for the cost to supply and install any infrastructure required to accommodate these published power and environmental specifications. E-Z Tel Inc. recommends the installation of a UPS providing 60 minutes of standby power. Installation of power conditioning/surge suppression devices for all equipment is highly recommended.

Cable Plant and Cross Connect Records

Mariposa County's existing cable plant should conform to the EIA-T568B or UL/CSA standards and follow accepted wiring practices. Failure of the cable plant to meet the minimum acceptable requirements may result in a delayed cutover and/or additional expense. Mariposa County will provide E-Z Tel Inc. with a complete set of up-to-date cable records. Should these cable records be inaccurate or unavailable, E-Z Tel Inc. may require the purchase of cable "Tone & Testing." Current cable plant and cross connect records will be generated from the tone and testing procedure.

Network Services Verification & Liaison

Mariposa County will assume responsibility for all Network Service Provider liaison activities, including the ordering and delivery coordination of network services, unless otherwise stated. Mariposa County will provide E-Z Tel Inc. with accurate Network Service Provider records identifying all existing network services and any new network services that are being ordered, including the expected delivery date(s) of the new services. The delivery date of new network services will be mutually agreed by E-Z Tel Inc., the Network Services Provider and Mariposa County, and this date will be documented as a milestone in the master project schedule. In the event that the Network Service Provider documentation given to E-Z Tel Inc. proves to be inaccurate or unavailable, all E-Z Tel Inc. labor required to verify and document the existing network services and/or coordinate the delivery of new services with the Mariposa County's Network Service Provider(s) is subject to an additional charge. Alternatively, E-Z Tel Inc. can provide Mariposa County with an additional quote for Network Service Provider "Audit, Verification and Liaison" services.

Floor Plans

If available, Mariposa County will provide E-Z Tel Inc. with two copies of current floor plans that identify the placement of all desktop devices, voice mailbox users and PCs. These floor plans should be signed to indicate their completeness and accuracy. If Mariposa County requests generation of required floor plans by E-Z Tel Inc., a Change Order for additional labor will be required.

Equipment Delivery & Inventory Acceptance Process

E-Z Tel Inc. will coordinate equipment delivery with Mariposa County based on a mutually agreed delivery schedule. At the time of delivery, both E-Z Tel Inc. and Mariposa County will inspect and inventory the equipment. To facilitate generation of this equipment inventory, E-Z Tel Inc. will provide a Notice of Equipment Delivery (NED) form. Upon

completion of the inventory, both the designated contact of E-Z Tel Inc. and the designated contact of Mariposa County will confirm receipt of the equipment by signing the NED form.

Mariposa County should be aware that equipment may be delivered to the site in stages, and Mariposa County is responsible for equipment once it is delivered to the site. Mariposa County will pre-arrange for elevator and/or other facility access necessary to accommodate delivery. Mariposa County agrees to provide for secure storage of equipment. Mariposa County is responsible for the costs of any hoisting or building alterations that may be required to gain entry to the communications room.

Design & Programming

E-Z Tel Inc. will meet with Mariposa County designated point of contact to review the Design Plan options purchased, introduce the Station/Voice Mailbox Information Design Forms and agree on expectations for the completion and return of Design Forms.

Training

Mariposa County will provide a suitable on-site training facility for purchased training classes. The training room should be adequately cabled for installation of the training room endpoints. Mariposa County is responsible for scheduling the training classes for its employees and providing E-Z Tel Inc. with a copy of the schedule. There should be a maximum of two people per set for display phones. E-Z Tel Inc. will record attendance for each training class and provide a copy to Mariposa County upon completion of training.

Mariposa County-Supplied PCs

All Mariposa County-supplied servers and client PCs will meet the hardware & software specifications for all application software purchased. Any additional work required by E-Z Tel Inc. due to “out-of-spec” Mariposa County-supplied PCs will be subject to an additional charge.

Mariposa County-Supplied OEM Equipment

Mariposa County will provide E-Z Tel Inc. all required information about the integration between the proposed equipment and all Mariposa County-supplied OEM equipment (including existing PBXs and Voice Messaging systems). Mariposa County will assume responsibility for all OEM equipment vendor coordination as applicable.

Product Specific Prerequisites

Additional prerequisites may apply to the specific product solutions being implemented; refer *to Description of Services and Deliverables* section.

Remote System Access and Alarm Reporting

Remote system access will provide the most timely and efficient manner of performing remote database changes as well as diagnostics and/or proactive remote system monitoring. Mariposa County will provide access for remote system monitoring if remote system access and/or monitoring functionality is desired. Remote system diagnostics/proactive remote monitoring services are available at additional charge and are not included in this statement of work.

Change Management

E-Z Tel Inc. will review changes to this statement of work that are requested by Mariposa County. As part of this review, E-Z Tel Inc. will prepare a Change Order that documents the requested change and, if applicable, any impact on the implementation schedule and pricing.

E-Z Tel Inc. will incorporate the change into the project schedule and scope of work upon receipt of the Mariposa County-signed Change Order.

Attachment: AGREEMENT_WITH_E-Z_TEL_INC_FOR_MITEL_PHONE_SYSTEM packet (RES-2022-348 : Agreement with E-Z Tel Inc. for Mitel

It is important to note that changes requested during implementation will result in changes to the previously negotiated “cut-over” date. E-Z Tel Inc. will work with Mariposa County to anticipate requested changes prior to implementation so as to minimize the impact of requested Change Orders on the negotiated “cut-over” date. Change requests will be reviewed according to the process outlined above.

Terms and Conditions

This Statement of Work (SOW) is subject to the terms and conditions executed by and between Mariposa County and Ezell's Telephone Co E-Z Tel Inc..

This SOW is also subject to the completion of a Site Survey by E-Z Tel Inc. to validate E-Z Tel Inc.’s understanding of site conditions as documented in this SOW and to identify any potential areas of concern. Any additional requirements or deliverables identified through the Site Survey, and/or requested by Mariposa County, must be confirmed in writing through a Change Order or separate SOW.

This Statement of Work (SOW) is also subject to the following terms and conditions:

- Mariposa County acknowledges that while E-Z Tel Inc. maintains overall responsibility for the management and delivery of the services requested, E-Z Tel Inc. may utilize an authorized subcontractor(s) to perform some or all of the specific services defined herein.
- E-Z Tel Inc. shall not be responsible for any delays in the implementation of the proposed equipment that result from incomplete or inaccurate information supplied by Mariposa County.
- Any work performed by E-Z Tel Inc. that is not listed in the scope of work or which is required to assist Mariposa County with the completion of site preparation activities will be subject to the change management process described above.
- E-Z Tel Inc. will not be responsible for any delays attributed to faulty cabling.
- In the event that a universal power supply (UPS) is not provided, E-Z Tel Inc. shall not be responsible for any or all damage(s) related directly or indirectly to power related problems.

The price for the Mitel Sourcewell contract #022719-MBS Equipment is $305,357.20 (“Purchase Price” excluding taxes.) E-Z Tel Inc. will purchase the equipment and arrange delivery to allow initial programming. A Purchase order will be required for Ezell’s Telephone Co E-Z Tel Inc. to place the order through Sourcewell (see attachment A).

Ezell’s Telephone Co. E-Z Tel Inc. total cost for services is $235,575.00 which includes: Project Management, Installation, and Extended Warranty.
The Purchase Price may be adjusted to reflect any new configuration of the Equipment.

The Customer shall pay under the following schedule:

Milestone	Description	Payment Amount	Remaining Balance
1. Contract Signing	Equipment Order	$305,357.20 (plus tax)	$235,575.00
2. Project Plan Acceptance	E-Z Tel Services	$117,787.50	$117,787.50
3. Go Live Acceptance	E-Z Tel Services	$58,893.75	$58,893.75
4. Final Acceptance	E-Z Tel Services	$58,893.75	$0

- 100% of equipment cost upon execution of this Agreement Customer
- 50% of E-Z Tel Inc. Services cost upon acceptance of Project Plan
- 25% of E-Z Tel Inc. Services cost upon acceptance of Go Live
- 25% of E-Z Tel Inc Services cost upon Final Acceptance

Completion & Acceptance Criteria

The provision of implementation services shall be deemed completed upon system cutover, as specified in the Notification of Cutover form submitted to Mariposa County by E-Z Tel Inc..

If Mariposa County has purchased optional post-cut-over support services, E-Z Tel Inc. will provide these additional services immediately following cutover for the duration purchased.

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Notice to Proceed

Execution of this Statement of Work (SOW) by Mariposa County shall constitute notice to E-Z Tel Inc. to proceed with the work described in this SOW. By signing this SOW the customer acknowledges that they will undertake site preparations and meet network specifications as detailed in the Site Preparation section of this SOW.

Ezell's Telephone Co E-Z Tel Inc.	**Mariposa County**
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Date	Date

Customer Purchase Order# _____

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Next Steps

Upon receipt of Notice to Proceed and confirmation of purchase order receipt, E-Z Tel Inc. will initiate the following "next steps":

1. Contact Mariposa County to schedule implementation dates and introduce E-Z Tel Inc.'s Project Manager (if applicable).

2. Assign trained and certified technical resources following confirmation of scheduled implementation dates. These resources will ensure successful implementation of the product(s) and solutions as detailed in this SOW.

3. Schedule a Project Kick-off Meeting/Conference call with Mariposa County. During this meeting, E-Z Tel Inc. will introduce the implementation team, work with Mariposa County to develop a detailed project schedule, set project milestones and discuss all aspects of this implementation. The Kick-off will provide an opportunity for E-Z Tel Inc. and Mariposa County to address any outstanding questions or areas of concern. In addition, E-Z Tel Inc.'s system designer will consult with the designated contact of Mariposa County to further clarify requirements and expectations. The system designer will also review station information design forms and identify any other information that E-Z Tel Inc. will need from Mariposa County to complete the implementation.

4. Begin implementation according to this statement of work and the agreed implementation schedule.

5. Assist the Mariposa County team placing and penning new 6000 sets.

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REQUEST FOR PROPOSALS: RECOMMENDATION

ENTERPRISE PHONE SYSTEM FOR THE COUNTY OF MARIPOSA

Administration Department, Technical Services Division
Prepared by Anthony Rios, Technical Services Manager
February 11, 2022

Attachment: AGREEMENT_WITH_E-Z_TEL_INC_FOR_MITEL_PHONE_SYSTEM packet (RES-2022-348 : Agreement with E-Z Tel Inc. for Mitel

Contents

Summary 3
Approvals 3
Recommendation endorsement 3
Acceptance of the recommendation and authority to negotiate 3
Background 4
RFP Objective 4
Bids Received 5
Evaluation Methodology 5
Evaluation Criteria and Points 5
Evaluation Criteria 5
Ranking Scale 5
Panel Recommendation 6
Technical Evaluation Scores 6
Demonstration and Interview Evaluation 6
Demonstration and Interview Scores 7
Evaluation Scoring Combined 7
Technical, Feasibility, and Cost 7
Bid Cost Comparison 8
Negotiation Recommendations 8

Attachment: AGREEMENT_WITH_E-Z_TEL_INC_FOR_MITEL_PHONE_SYSTEM packet (RES-2022-348 : Agreement with E-Z Tel Inc. for Mitel

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Summary

The Technical Services Division has completed its evaluation of all proposals received in response to the RFP for an Enterprise Phone System and developed the attached Final Evaluation Recommendation Report. After two rounds of scoring, Technical Services recommends that Mariposa County awards E-Z Tel Inc. and proceeds with their proposed solution.

The proposals were evaluated evenly using the same evaluation factors. Furthermore, the panel concluded that the technical solutions of the other proposals did not meet our business as closely as the E-Z Tel Inc. proposal. Along with the recommendation to award E-Z Tel Inc., Technical Services is seeking authorization to notify the E-Z Tel Inc. and begin the negotiation process.

Approvals

Recommendation endorsement

The voting members of the evaluation panel			
Approval that all bids were evaluated as planned. Endorse the panel recommendation(s).			
Name	Title	Signature	Date
Derek Neeley	Information Systems Specialist I	68518B15547 Derek Neeley ZorroSign	02/11/2022
Jeff Kreis	Network Administrator II	68518B1555B ZorroSign	02/11/2022
Anthony Rios	Technical Services Manager	68518B1556F Anthony Rios ZorroSign	02/11/2022
Joe Lynch	Assistant County Administrative Officer	68518B15583 ZorroSign	02/11/2022
Dallin Kimble	County Administrative Officer	68518B15597 Jay D Kimble ZorroSign	02/15/2022

Acceptance of the recommendation and authority to negotiate

Project Sponsor			
Approval to accept the panel recommendation(s) and proceed to negotiate with the recommended supplier with a view to contract.			
Name:	Dallin Kimble		
Title:	County Administrative Officer		
Signature:	68518B155AD Jay D Kimble ZorroSign	Date:	02/15/2022

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Background

Mariposa County utilizes multiple phone systems to provide our distributed offices with telecommunications. One of the larger, more modern phone systems has reached End of Life and is no longer supported by the manufacturer. Even though the system will continue to operate, hardware parts and software patches (security and features) for the system will no longer be produced. The other, smaller legacy phone systems that are scattered throughout a few offices are also at End of Life. Even with available spare parts, these systems lack many modern features that help our workforce be more productive and mobile. Since telecommunication services are critical to County business, Mariposa County began planning for the replacement of these phone systems.

Through the adoption of the Strategic Plan and IT Master Plan, Mariposa County has already been directed to centralize services. From the IT Master Plan, Key Initiative 50 calls for a single, resilient phone system for Mariposa County. Doing so will allow for improved cooperation and efficiency between departments. By selecting the option to pursue an enterprise phone system, Mariposa County is setting out to complete this initiative.

Initially, a Request for Proposals was published for an enterprise phone system in December 2021. There was a total of seven (7) proposals submitted. In January 2021, The Technical Services division preformed the first round of scoring from the proposals with a focus on feasibility and technical requirements. Three (3) of the proposals were viable and these bidding companies were invited to the second round of scoring. The second round of scoring consisted of a product demonstration and interview and was conducted on January 28, 2022. This round of scoring used the same evaluation criteria as the first round; however, focus was on usability, administration, and implementation team.

After both rounds of scoring, the proposed solution and team of E-Z Tel Inc. received the highest ranking. In addition, the evaluation panel unanimously concluded that the E-Z Tel Inc. proposed solution will meet our current and future business needs to truly bring the most value to Mariposa County.

RFP Objective

The objective of Mariposa County is to acquire the hardware, software, and services needed to replace the current phone systems with a modern solution in support of a more mobile worker force.

Mariposa County is accepting proposals for a single enterprise phone system. Vendors were encouraged to consider the following when deciding on the proposed solution:

- Mariposa County currently has multiple phone system used throughout the departments,
- There is an existing network with PoE access switches available,
- Incorporating analog gateways and analog lines,
- Some work may need to be conducted during non-regular workhours to prevent disruption to business.

Bids Received

Company	Contact Name and Email
ENA	Courtney Pitkins, cpitkin@ena.com
IT Management Corporation	Peter Greddis, pgeddis@itmgmt.com
Telcion	Darren Rodrigues, drodrigues@telcion.com
E-Z Tel Inc	Brenda Leavy, brenda@e-ztel.com
Datatech IT Solutions	James Davidian, james@datatech-it.com
Communication Square	Nijah Naseem, rijah.naseem@communicationsquare.com
Integration Partners	Gail Caros, gcaros@integrationpartners.com

Evaluation Methodology

Evaluation Criteria and Points

All bids were evaluated on their merits using the following evaluation criteria and points.

Evaluation Criteria

Criterion	Points	Definition
Price & TCO	15	This is the initial cost, the total cost of ownership over 5 years, and the cost proposal for enhancements
Business Requirements & Features	25	How well does the proposal meet the required business needs and does it offer the ability to expand to meet future needs
Technology & Ease of Use	20	The overall experience that includes software, hardware, administration, and overall useability and feasibility
Implementation Team & Approach	10	The team's experience with the proposed solution and their recommended plan and involvement during implementation
Company & Support	10	The company's experience in the industry, with the proposed solution, and their ability to support
Mobility & Integration	20	The solution's ability to meet mobility and how well the system integrates with current technology
Total Points	**100**	

Ranking Scale

Description	Definition	Rank
Excellent	Exceeds the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	1-2
Good	Satisfies the requirement with minor additional benefits. Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	3-4

Attachment: AGREEMENT_WITH_E-Z_TEL_INC_FOR_MITEL_PHONE_SYSTEM packet (RES-2022-348 : Agreement with E-Z Tel Inc. for Mitel

Acceptable	Satisfies the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	5-6
Minor reservations	Satisfies the requirement with minor reservations. Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with little or no supporting evidence.	7-8
Serious reservations	Satisfies the requirement with major reservations. Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with little or no supporting evidence.	9
Unacceptable	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with little or no supporting evidence.	10

Panel Recommendation

The evaluation panel which performed the technical scoring of the RFP consisted of Jeff Kreis (Network Administrator), Derek Neeley (Information System Specialist), and Anthony Rios (Technical Services Manager). The panel scored the proposals as shown below:

Technical Evaluation Scores

Company	Price	Business Requirement	Technology	Implement	Company	Mobile	Total	Total w/o Cost	Rank	Rank w/o Cost
Points	**15**	**25**	**20**	**10**	**10**	**20**	**100**			
E-Z Tel Inc.	3.0	1.0	1.3	2.3	1.7	1.3	89.7%	96.1%	1.0	1.0
Datatech	1.0	2.7	2.0	1.3	1.0	2.7	85.2%	88.4%	2.0	2.0
Telcion	4.0	2.0	2.7	3.0	3.0	3.0	78.2%	83.7%	3.3	3.0
Integration Partners Corp.	1.5	4.7	5.0	4.0	4.0	4.3	64.7%	64.9%	4.0	4.3
IT Management Corp.	3.5	5.3	5.0	5.3	5.3	4.3	58.3%	59.8%	5.3	5.3
Communication Square	6.0	5.0	6.0	4.7	5.3	3.7	56.7%	60.8%	5.3	5.7
ENA	7.0	6.3	6.7	6.3	6.7	5.0	45.3%	48.6%	7.0	6.7

Demonstration and Interview Evaluation

The evaluation panel which performed the demonstration and interview scoring of the RFP consisted of Jeff Kreis (Network Administrator), Derek Neeley (Information System Specialist), Anthony Rios (Technical Services Manager), Joe Lynch (Assistant County Administrative Officer), and Dallin Kimble (County Administrative Officer). The panel scored the proposals as shown in the following table:

Attachment: AGREEMENT_WITH_E-Z_TEL_INC_FOR_MITEL_PHONE_SYSTEM packet (RES-2022-348 : Agreement with E-Z Tel Inc. for Mitel

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Demonstration and Interview Scores

Company	Price	Business Requirement	Technology	Implement	Company	Mobile	Total	Total w/o Cost	Rank	Rank w/o Cost
Points	15	25	20	10	10	20	100			
E-Z Tel Inc.	2.0	1.0	1.0	1.0	1.0	1.0	56.4%	60.0%	1.0	1.0
Telcion	3.0	1.0	1.3	2.0	2.3	1.7	53.2%	56.9%	1.6	1.6
Datatech	1.0	3.3	3.3	3.0	2.3	4.5	40.3%	40.3%	2.2	2.2

Evaluation Scoring Combined

	Technical Review		Demo Review			
	Rank	Rank w/o Cost	Rank	Rank w/o Cost	Rank	Rank w/o Cost
EZ Tel	1.0	1.0	1.0	1.0	**1.0**	**1.0**
Datatech	2.0	2.0	2.3	2.3	**2.2**	**2.2**
Telcion	3.3	3.0	1.7	1.7	**2.5**	**2.3**
Integration Partners Corp.	4.0	4.3	3.0	3.0	**3.5**	**3.7**
IT Management Corp.	5.3	5.3	3.0	3.0	**4.2**	**4.2**
Communication Square	5.3	5.7	3.0	3.0	**4.2**	**4.3**
ENA	7.0	6.7	3.0	3.0	**5.0**	**4.8**

The results of the panel's evaluation as shown above indicates that E-Z Tel Inc.'s solution is the most advantageous to Mariposa County with technology, business requirements, company, implementation, and cost factors considered.

Technical, Feasibility, and Cost

The panel reviewed and ranked the technology and feasibility of each of the vendor's proposed solution. The viable technical solutions were ranked (from highest to lowest) as follows: 1. EZ Tel; 2. Datatech; and 3. Telcion. The remainder of the proposals were not viable options for Mariposa County. These proposals required porting of our local phone numbers which is not an available option for Mariposa County. Our local service provider does not offer phone number porting. Because of this limitation, only the viable proposed solutions were invited to the second round of scoring. The proposals that were not viable options were submitted by: Integration Partners Corp.; IT Management Corp.; Communication Square; and ENA.

E-Z Tel Inc. proposed an innovative enterprise phone system that met the requirements detailed in the RFP. Their solution included greater productivity and mobility features, a well-planned implementation approach, and offered competitive pricing. E-Z Tel Inc. scored well during both rounds of scoring and

excelled during the interview. The company has many years supporting the proposed solution and working with client who have similar business needs as Mariposa County.

Bid Cost Comparison

Vendors	System	Phones	Installation/ Services	5 Years Grand Total	Bids Accuracy
Datatech	$85,667.00	$119,213.00	$20,000.00	$224,880.00	True
Integration Partners Corp.	$89,523.80	$53,679.43	$73,338.46	$216,541.69	Low
EZ Tel	$251,525.80	w/ system	$204,100.00	$455,625.80	True
Telcion	$297,126.39	$158,923.14	$22,500.00	$478,549.53	True
IT Management Corp.	$369,000.00	$52,335.00	$26,800.00	$448,135.00	Low
Communication Square	$477,928.00	w/ system	$27,000.00	$504,928.00	Low
ENA	$530,181.52	w/ system	w/ system	$530,181.52	Low

E-Z Tel Inc. proposed the lowest and most accurate cost solution to meet Mariposa County's requirements. Their proposed solution is cost competitive and takes advantage of Governments pricing. Additional cost items such as warranty and support and included for five (5) years. Once the solution is fully implemented, the vendor will perform knowledge transfer to aid in the administrator and support of the system to further reduce total cost of ownership.

As a matter of Price Realism, the panel did review proposals to ensure prices were realistic and consistent with the proposal's solution, approach, and Mariposa County business requirements. The E-Z Tel Inc. proposal is realistic in that the technical proposal appears to clearly understand the requirements and the magnitude of the project.

The viable solution with the lowest cost was proposed by Datatech. Datatech is the current vendor of the phone system used at the Health & Human Services (HHSA) agency. The solution proposed by Datatech did not meet many of the business requirements outlined in the RFP. The solution would allow Mariposa County to consolidate all phone system into one but lacked some modern features; mainly mobility features and integration with Microsoft 365. The solution served the HHSA agency successfully for many years. Due to our evolving workforce, the agency has outgrown the solution and is seeking greater mobility options. With limited mobility and integration features, this lowest bid would not meet our current or future business needs.

Negotiation Recommendations

The panel recommended addressing various points in the negotiations. These points will address details required to transition from the current delivery of services to the new supplier.

- Finalize counts and cost
  - Number of phones per model
  - Number of Call Centers
  - Additional addons
- Finalize Implementation Plan
  - Schedule
  - Scope of Work
  - Responsibilities

Attachment: AGREEMENT_WITH_E-Z_TEL_INC_FOR_MITEL_PHONE_SYSTEM packet (RES-2022-348 : Agreement with E-Z Tel Inc. for Mitel

MARIPOSA COUNTY

Agricultural Commissioner · (209) 966-2075

RESOLUTION - ACTION REQUESTED 2022-349

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Approve Mariposa County Commercial Livestock Pass Program

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RECOMMENDATION AND JUSTIFICATION:
Approve the Implementation of the Mariposa County Commercial Livestock Pass Program, Effective Beginning the 2022 Fire Season.

Approving the Mariposa County Commercial Livestock Pass program will allow vetted Commercial Livestock owners, operator, or their managerial employees access with proper identification (pass) to areas that are restricted to non-emergency personnel. Access granted pursuant to a livestock pass shall be limited to the purposes of sheltering, moving, transporting, evacuating, feeding, watering, or administering veterinary care to livestock, or providing local expertise to peace officers and emergency personnel. Local expertise shall only be provided upon the request of peace officers and emergency personnel.

To obtain the Mariposa County Commercial Livestock Pass, commercial owners, operators or their managerial staff must complete the application process with required paperwork and 4 hours of the required training for the 2022 fire season. Effective January 1, 2023, Livestock Pass holders must complete the required State of California Fire Marshall training.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In 2021 Assembly Bill (AB) number 1103, Chapter 609, Livestock Pass was signed into law. AB 1103 authorizes, upon the approval of a county board of supervisors, a county agricultural commissioner, or other designated agency, to establish within the county a commercial livestock pass program for the purpose of issuing identification documents granting any qualifying Commercial Livestock producer, as defined, or a Managerial Employee, as defined, access to the qualifying commercial livestock producer's ranch property, or to the ranch property owned by another holder of a commercial livestock pass with permission, during or following a flood, storm, fire, earthquake, or other disaster, as provided.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving the Mariposa County Commercial Livestock Pass program could cause continued chaos at roadblocks during an emergency. This program has a process that shall be followed for pass holders.

FINANCIAL IMPACT:
There will be no impact to the general fund.

ATTACHMENTS:
1 Mariposa County Livestock Pass (PDF)
2 Application for Mariposa County Commercial Livestock Pass (PDF)
3 Training Outline (PDF)
4 Mariposa County Livestock Pass Pass (PDF)
5 Animal Care Sign (PDF)

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

Department of Agriculture
& Weights and Measures
Agricultural Commissioner
& Sealer

MMU

UC CE
UNIVERSITY OF CALIFORNIA
Agriculture and Natural Resources
UC Cooperative Extension

Mariposa County Commercial Livestock Pass

Background:
In 2021 Assembly Bill (AB) number 1103, Chapter 609, Livestock Pass was signed into law. AB 1103 authorizes, upon the approval of a county board of supervisors, a county agricultural commissioner, or other designated agency, to establish within the county a commercial livestock pass program for the purpose of issuing identification documents granting any qualifying Commercial Livestock producer, as defined, or a Managerial Employee, as defined, access to the qualifying commercial livestock producer's ranch property, or to the ranch property owned by another holder of a commercial livestock pass with permission, during or following a flood, storm, fire, earthquake, or other disaster, as provided.

Introduction:
The purpose of creating a county-based "Commercial Livestock Pass" program is to be compliant with AB 1103 by providing a uniform way to identify vetted commercial livestock owner-operators and/or managerial employee to firefighting personnel, California Highway Patrol officers, Sheriff's deputies, other law enforcement officers, and other emergency personnel. Possession of a Commercial Livestock Pass during a wildfire or a natural disaster potentially allows the commercial livestock producers or managerial employees limited access to areas that may otherwise be restricted to the public as stated in California Penal Code (PC) 409.5. Before Commercial Livestock Pass holder enters a restricted area, access must be granted by Mariposa County OES Coordinator.

A Commercial Livestock Pass is applied for by and distributed to eligible commercial livestock operators or managerial employee before a disaster. The applicate shall submit all appropriate documentation listed in California Food and Agricultural Code 2350 (c)(1) …. *documentation sufficient to demonstrate that the applicant is a commercial livestock producer, or a managerial employee of a commercial livestock producer*. The documentation list is listed on the Commercial Livestock Pass application. The purpose of the commercial livestock pass is for the commercial livestock producer as stated in FAC 2350(d)(1) *Access granted pursuant to a livestock pass shall be limited to the purposes of sheltering, moving, transporting, evacuating, feeding, watering, or administering veterinary care to livestock, or providing local expertise to peace officers and emergency personnel. Local expertise shall only be provided upon the request of peace officers and emergency personnel*. Local expertise is only upon request FAC 2350(d)(4) *For purposes of this subdivision, "local expertise" may include identifying access roads, water points, and other local knowledge that may assist firefighters or other emergency response personnel.*

In section FAC 2350 (d)(2) *A holder of a livestock pass may have access to the ranch property that is owned by another holder of a livestock pass, with permission from that livestock passholder, for purposes of providing assistance with those activities specified in paragraph (1) during or following a flood, storm, fire, earthquake, or other disaster.* The permission locations will be listed on each commercial livestock pass holder's pass.

Possession of the Commercial Livestock Pass does not grant any rights or privileges and does not necessarily mean the pass holder will be able to enter road closures to get to their commercial livestock operation location(s) without prior authorization. If there is imminent danger, front-line emergency personnel are empowered to use discretion when it comes to protecting emergency crews and the public from unnecessary exposure to risk.

The commercial livestock pass can be suspended or revoked for not abiding to instructions provided in this packet, from emergency personnel, and/or misuse.

Attachment: 1 Mariposa County Livestock Pass (RES-2022-349 : Approve Mariposa County Commercial Livestock Pass Program)

Mariposa County Commercial Livestock Pass

Who Can Apply to Register:
Food and Agricultural Code (FAC) 2350 defines who may apply for the Commercial Livestock pass.

- Qualified Livestock Producer means a commercial livestock operator or owner that owns more than 25 head of livestock in Mariposa County.
- Managerial Employee has management authority with responsibility to oversee the care and well-being of the qualifying livestock producer's livestock.

Application for Registration:
To become enrolled in the program, a commercial livestock operator will need complete the "Application for Mariposa County Commercial Livestock Pass." Application includes applicant's name, contact information, number of head, the documentation required per FAC 2035(c)(1), description of livestock, location of livestock, months of use and additional information. Per FAC 2035(c)(1) *An applicant for a livestock pass shall provide, or the relevant county agency shall otherwise obtain, documentation sufficient to demonstrate that the applicant is a commercial livestock producer, or a managerial employee of a commercial livestock producer. The documentation may include, but is not limited to, any of the following:* (A) *An operator identification number issued by a county agricultural commissioner.* (B) *An Internal Revenue Service Schedule F (Form 1040) attesting to the applicant's Profit or Loss from Farming.* (C) *Assessor's parcel numbers confirming agricultural zoning for the property or properties upon which access is sought.* (D) *Agricultural land lease documentation.* (E) *Documentation attesting to the applicant's enrollment in a Williamson Act contract as authorized pursuant to Chapter 7 (commencing with Section 51200) of Part 1 of Division 1 of Title 5 of the Government Code.* (F) *Documentation from the United States Department of Agriculture Farm Service Agency attesting that the applicant is a commercial livestock producer.* (G) *Current registration of a livestock brand with the Bureau of Livestock Identification.*

Mandatory Training:
For your Commercial Livestock Pass to be approved, a Qualified Livestock producer (owner or operator) or Managerial Employee must complete 4-hour training, completing the curriculum developed pursuant to Section 13105.6 of the Health and Safety Code. ...*The curriculum shall, at a minimum, provide education regarding basic fire behavior, communications during a disaster emergency, and incident command structure. The curriculum shall provide for the initial certification as well as the continuing education or recertification of livestock producers eligible for the livestock pass program.*

Livestock Pass:
The Commercial Livestock Pass is issued by the Mariposa County Department of Agriculture & Weights and Measures, Agricultural Commissioner's office to a Qualified Livestock producer (owner or operator) or Managerial Employee once the application for registration has been approved. The following shall be on each livestock pass pursuant to FAC 2035(e)(1) *A livestock pass identification document issued pursuant to subdivision (b) for the purpose of authorizing access during a disaster shall include, at a minimum, all of the following information:* (A) *The name of the applicant and cardholder.* (B) *The name or names of the ranch to which the cardholder seeks access in the event of a disaster.* (C) *The expiration date of the identification document, if an expiration date was established by the county.* (D) *The seal or logo of the authorizing agency and the signature of the issuing officer.* FAC 2035(e)(2) *A livestock pass identification document authorizing access during a disaster that does not include a photograph of the cardholder shall not be a valid document for purposes of subdivision.* All above required information will be on Mariposa County Commercial Livestock Pass in addition each pass will be numbered, embossed with Department of Agriculture seal, and laminated.

Pass Database:
The Commercial Livestock Pass registration database will be maintained and updated the Mariposa County Department of Agriculture & Weights and Measures, Agricultural Commissioner office. Data will be available to key agencies, including, but not limited to, Mariposa County Sheriff's Department, Mariposa OES Coordinator, Mariposa County Fire, California Highway Patrol, and the Cal-Fire. The Commercial Livestock Pass database may also be used for other emergency issues, (e.g., cattle out on the road.)

Attachment: 1 Mariposa County Livestock Pass (RES-2022-349 : Approve Mariposa County Commercial Livestock Pass Program)

Conditional Access:
Access to restricted areas can rapidly change during a fire or other natural disaster. Access will be dependent on safety conditions at the time and upon approval of emergency personnel. Care for livestock shall only be made during daylight hours, and all pass holders must immediately depart the restricted area by the same route as entry during the pass holder's departure, this is for safety of all in the area. An escort will be required in any instance and all restricted entry will be dependent on approval of onsite emergency personnel. During initial evacuation phases, do not expect to gain access to restricted areas by presenting/using the Commercial Livestock Pass, during such time all efforts are involved in the safe evacuation of the area. Once the situation has stabilized, which may take over 24-hours or even days, then the Livestock Access Pass will be considered an option by law enforcement, and fire personnel, and/or other emergency personnel.

During an emergency, **do not** contact Mariposa County Sheriff's Department or Mariposa County's Animal Control for assistance, or to notify them of your commercial livestock behind fire lines. Contact the Mariposa County Department of Agriculture & Weights and Measures, Agricultural Commissioner's office to request access with you Commercial Livestock Pass.

During an emergency, law enforcement or other emergency personnel at the point of entry to an evacuation zone will be provided a current list of valid Commercial Livestock Pass Holders, permit numbers, along with a sample valid pass.

Prior Notification:
If your livestock are in an evacuation zone, you will need to notify the Mariposa County Department of Agriculture & Weights and Measures, Agricultural Commissioner office at 209-966-2075 or on the cell phones listed on your Commercial Agricultural Pass to gain access. There will be a coordinated effort to consolidate communication with the Mariposa County Sheriff's Office and/or other emergency personnel. Once access has been approved by law enforcement and/or other emergency personnel, the Commercial Livestock Pass holder will be notified. **DO NOT GO TO A ROADBLOCK AND ATTEMPT TO USE THE COMMERICAL LIVESTOCK PASS WITHOUT PRIOR NOTIFICATION.**

Removal of Livestock:
If you intend to remove livestock from the evacuation zone (e.g., for veterinary care, to transport to an alternative location), please provide prior notification to the Mariposa County Department of Agriculture & Weights and Measures, Agricultural Commissioner office at 209-966-2075 or on the cell phones listed on your Commercial Agricultural Pass. The intent of this it to prevent theft of livestock during an emergency.

Signage:
Commercial Livestock Pass holders may be required to place a sign at the entrance to the property where commercial livestock are located, to provide notification to emergency personnel and Mariposa County Animal Control. The sign will state the animals are under the care of "Commercial Livestock Pass Holder." If this is necessary, Commercial Livestock Pass holders will be asked to meet a representative from Mariposa County Department of Agriculture & Weights and Measures, Agricultural Commissioner office to obtain the proper signage.

Violations of Pass:
The utilization of the Commercial Livestock Pass is for the purpose of providing feed, water, medical treatment, and other care to commercial livestock within the evacuation zone or other restricted area. As listed in FAC 2350 *(d) (1) Access granted pursuant to a livestock pass shall be limited to the purposes of sheltering, moving, transporting, evacuating, feeding, watering, or administering veterinary care to livestock, or providing local expertise to peace officers and emergency personnel. Local expertise shall only be provided upon the request of peace officers and emergency personnel.* Thus, if you are found outside of the scope of this purpose, then your Commercial Livestock Pass may be permanently revoked.

Insurance and Risk:
Access in an area closed to the public during a disaster may affect the coverage of your property liability insurance, vehicle or equipment insurance, and worker's compensation coverage. As you re-enter your property be aware that hazardous conditions may still exist. Program administrators, collaborators, and trainers shall not be liable for injury or death of someone participating in activities resulting from the inherent risk of re-entering damage areas to provide care to livestock to the purposes stated in FAC 2350 *(d) (1) …purposes of sheltering, moving, transporting, evacuating, feeding, watering, or administering veterinary care to livestock…*

The owner of the Commercial Livestock Operator submitting an application for registration, hereinafter referred to as the pass holder," understands that he or she is requesting access to restricted areas subject to official road closure and not otherwise accessible to the public. In so requesting access, Pass Holder acknowledges the inherent risks and hazards caused by recent catastrophic fires, including the existence of declared local health emergency, which extend to the restricted areas. Pass Holder shall be solely responsible for the safety of those individuals covered by any Commercial Livestock Pass issued by the Mariposa County Department of Agriculture & Weights and Measures; the Pass Holder shall be solely responsible for any damage to any equipment used by Pass Holder during such requested access. Pass Holder shall hold harmless the Mariposa County and its officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages, or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to equipment or property arising from A/Ps access under any issued Commercial Livestock Pass. Further, Pass Holder shall be solely responsible and shall hold harmless the Mariposa County from any and all acts or omissions of Pass Holder or its officers, agents, employees, volunteers, contractors, and subcontractors in accessing the location listed in the issued Commercial Livestock Pass. Pass Holder further understands that any pass/permit issued covers access only to the location identified in the issued Commercial Livestock Pass and the direct access route to/from said location; stopping along access routes is strictly prohibited. Pass Holder and its officers, agents, employees, volunteers or representatives shall not wander, loiter, or otherwise meander from the location listed in the issued Commercial Livestock Pass, and shall be subject to immediate arrest for trespass into restricted areas and prosecuted to the fullest extent of the law.

Modifications:
This is a new program and will be reviewed annually. Review improve the program and make any modifications and during the course of the year – in which case, any changes will be provided to the annual Commercial Livestock Pass holder via email.

Annual Review and Report:
An annual review and report on the program will be completed at the end of each calendar year to inform need of program modifications and utilization. The review will be completed by all partners. The annual report will be completed and provided to partners, stakeholders, and the Mariposa County Board of Supervisors.

Attachment: 1 Mariposa County Livestock Pass (RES-2022-349 : Approve Mariposa County Commercial Livestock Pass Program)

FOOD AND AGRICULTURAL CODE - FAC
DIVISION 2. LOCAL ADMINISTRATION [2001 - 2350]
(Division 2 enacted by Stats. 1967, Ch. 15.)
CHAPTER 4. Livestock Pass Program [2350- 2350.]
(Chapter 4 added by Stats. 2021, Ch. 609, Sec. 1.)

2350.

(a) For purposes of this chapter, the following definitions apply:
(1) "Managerial employee" means a person who meets all of the following criteria:
(A) Has management authority with responsibility to oversee the care and well-being of the qualifying livestock producer's livestock.
(B) Primarily engages in managerial job duties and customarily and regularly exercises discretion and independent judgment in these duties. These duties shall be specified in a written job description issued no later than 90 days before the date of the flood, storm, fire, earthquake, or other disaster.
(C) Earns a monthly salary equivalent to no less than two times the state minimum wage for full-time employment at the time of the flood, storm, fire, earthquake, or other disaster.
(2) "Qualifying livestock producer" means a commercial livestock producer, as determined by the county agency, who has been certified as successfully completing the curriculum developed pursuant to Section 13105.6 of the Health and Safety Code.
(b) (1) Upon the approval of a county board of supervisors, a county agricultural commissioner, or other agency designated by the county board of supervisors, is authorized to establish within that county a livestock pass program for the purpose of issuing identification documents granting any qualifying livestock producer, or a managerial employee of the qualifying livestock producer, access to the qualifying livestock producer's ranch property during or following a flood, storm, fire, earthquake, or other disaster.
(2) (A) A managerial employee of a qualifying livestock producer shall not be required by the qualifying livestock producer to obtain a livestock pass. Access to a qualifying livestock producer's ranch by a managerial employee shall be fully voluntary on the part of the managerial employee.
(B) A person shall not require any employee to obtain or use a livestock pass or to enter or be present on the livestock producer's ranch property during or following a flood, storm, fire, earthquake, or other disaster. A person shall not in any manner discriminate, retaliate, or take any adverse action against an employee for refusing to obtain or use a livestock pass or to enter or be present on the livestock producer's ranch property during or following a flood, storm, fire, earthquake, or other disaster. Any person who believes that they have been discriminated or retaliated against in violation of this section may, in addition to any other available remedy, file a complaint pursuant to Section 98.7 of the Labor Code for remedies available under Section 98.6 of the Labor Code.
(C) Nothing in this section shall be construed as requiring a managerial employee of a qualifying livestock producer to be present on a ranch property during or following a flood, storm, fire, earthquake, or other disaster.
(c) (1) An applicant for a livestock pass shall provide, or the relevant county agency shall otherwise obtain, documentation sufficient to demonstrate that the applicant is a commercial livestock producer, or a managerial employee of a commercial livestock producer. The documentation may include, but is not limited to, any of the following:
(A) An operator identification number issued by a county agricultural commissioner.
(B) An Internal Revenue Service Schedule F (Form 1040) attesting to the applicant's Profit or Loss From Farming.
(C) Assessor's parcel numbers confirming agricultural zoning for the property or properties upon which access is sought.
(D) Agricultural land lease documentation.
(E) Documentation attesting to the applicant's enrollment in a Williamson Act contract as authorized pursuant to Chapter 7 (commencing with Section 51200) of Part 1 of Division 1 of Title 5 of the Government Code.

Attachment: 1 Mariposa County Livestock Pass (RES-2022-349 : Approve Mariposa County Commercial Livestock Pass Program)

(F) Documentation from the United States Department of Agriculture Farm Service Agency attesting that the applicant is a commercial livestock producer.
(G) Current registration of a livestock brand with the Bureau of Livestock Identification.
(2) An applicant for a livestock pass shall furnish to the relevant county agency a description or map of all lands owned or managed by the applicant for which disaster access is sought.
(d) (1) Access granted pursuant to a livestock pass shall be limited to the purposes of sheltering, moving, transporting, evacuating, feeding, watering, or administering veterinary care to livestock, or providing local expertise to peace officers and emergency personnel. Local expertise shall only be provided upon the request of peace officers and emergency personnel.
(2) A holder of a livestock pass may have access to the ranch property that is owned by another holder of a livestock pass, with permission from that livestock passholder, for purposes of providing assistance with those activities specified in paragraph (1) during or following a flood, storm, fire, earthquake, or other disaster.
(3) Access under this section to areas closed pursuant to subdivision (a) of Section 409.5 of the Penal Code may only be granted by the incident commander, a law enforcement official having jurisdiction, or their designee. When access is granted by emergency response personnel other than the incident commander, the emergency response personnel shall notify incident command that access has been provided to the livestock passholder.
(4) For purposes of this subdivision, "local expertise" may include identifying access roads, water points, and other local knowledge that may assist firefighters or other emergency response personnel.
(e) (1) A livestock pass identification document issued pursuant to subdivision (b) for the purpose of authorizing access during a disaster shall include, at a minimum, all of the following information:
(A) The name of the applicant and cardholder.
(B) The name or names of the ranch to which the cardholder seeks access in the event of a disaster.
(C) The expiration date of the identification document, if an expiration date was established by the county.
(D) The seal or logo of the authorizing agency and the signature of the issuing officer.
(2) A livestock pass identification document authorizing access during a disaster that does not include a photograph of the cardholder shall not be a valid document for purposes of subdivision (b) unless accompanied by a valid photo identification document issued by the state or federal government.
(f) Notwithstanding this section, a livestock pass issued by a county in which a livestock pass or equivalent program was established before January 1, 2022, shall be deemed to be in compliance with this section until the expiration date noted on the livestock pass or until December 31, 2025, whichever date occurs first.
(Added by Stats. 2021, Ch. 609, Sec. 1. (AB 1103) Effective January 1, 2022.)

Attachment: 1 Mariposa County Livestock Pass (RES-2022-349 : Approve Mariposa County Commercial Livestock Pass Program)

Mariposa County

Department of Agriculture & Weights and Measures
Monica Nielsen
Agricultural Commissioner & Sealer of Weights and Measures

5009 Fairgrounds Road
Post Office Box 90[illegible]
Mariposa, CA 953[illegible]
(209) 966-2075 Phon
(209) 966-2056 Fa

agcomm@mariposacounty.o

Application for Mariposa County Commercial Livestock Pass

Business Name: _____

Applicant's Name: _____ **Birthdate** (Must be 18)

Check those that Apply: ☐ **Commercial Livestock Owner** ☐ **Commercial Livestock Operator** ☐ **Managerial Employee**

Contact Number(s): _____ **Cell Phone:** _____

Mailing Address: _____

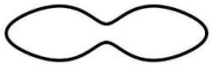
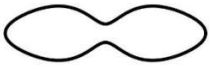
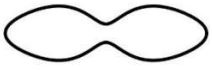
Email Address: _____

Number of Head: ☐ **25-50** ☐ **50-100** ☐ **100-200** ☐ **200+**

FAC 2350(c)(1) Documentation Required (provide and mark 2)

- ☐ An operator identification number issued by a county agricultural commissioner.
- ☐ An Internal Revenue Service Schedule F (Form 1040) attesting to the applicant's Profit or Loss from Farming.
- ☐ Assessor's parcel numbers confirming agricultural zoning for the property or properties upon which access is sought.
- ☐ Agricultural land lease documentation.
- ☐ Documentation attesting to the applicant's enrollment with a Williamson Act Contract.
- ☐ Documentation from the USDA FSA attesting that the applicant is a commercial livestock producer.
- ☐ Current registration of a livestock brand with the Bureau of Livestock Identification.

Description of Livestock: _____

Brand	**Ear Marks**  Right Left	**Brand**	**Ear Marks**  Right Left	**Brand**	**Ear Marks**  Right Left

Ear Tag Information _____

Other Information (Bee Hive Markings, etc.) _____

Location(s) of Livestock, attach maps for each location listed

Location, Address, or APN	Months of Use (ex. June- Sept)	Number of Livestock Head at Location

Attachment: 2 Application for Mariposa County Commercial Livestock Pass (RES-2022-349 : Approve Mariposa County Commercial Livestock

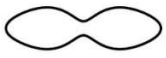
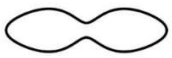
Commercial Livestock Operators or Managerial Employee authorized to assist you and what locations.

Business Name	Commercial Livestock Operator/ Managerial Employee	Location, Address, or APN

Commercial Livestock Operators or Managerial Employee you are authorized to assist and what locations. (To be listed on your Commercial Livestock Pass your must be listed on their application)

Business Name	Commercial Livestock Operator/ Managerial Employee	Location, Address, or APN

Additional Identification not listed above

Brand	**Ear Marks**	**Brand**	**Ear Marks**
	 Right Left		 Right Left

I understand that during times of restricted access caused by a natural disaster, this Commercial Livestock Pass enables the owner, commercial livestock operator, or managerial employee the ability to provide feed, water, medical treatment, and other care to large scale commercial livestock located at the address/location(s) listed above. Care shall only be made during daylight hours due to safety, and all persons must immediately depart the restricted area by the same route as entry. Transportation of animals shall be at the discretion of law enforcement. An escort may be required in any instance. **Access granted under this pass is <u>not guaranteed</u> and will be at the discretion of law enforcement and emergency command.**

Applicant's Signature _____ Date _____

Mariposa County Department of Agriculture Use Only	
Received By:	Date Received:
Training Date:	Pass #
Required Documents/ Verified (list)	

Attachment: 2 Application for Mariposa County Commercial Livestock Pass (RES-2022-349 : Approve Mariposa County Commercial Livestock

Mariposa County

Department of Agriculture & Weights and Measures
Office of the Agricultural Commissioner & Sealer of Weights and Measures

5009 Fairgr
Post Office Box 905
Mariposa, CA 9533
(209)966-2075 Offic
(209)966-2056 Fa
agcomm@mariposacounty.or

Attachment: 3 Training Outline (RES-2022-349 : Approve Mariposa County Commercial Livestock Pass Program)

Mariposa County Commercial Livestock Pass
Training Outline
4 Hours

Registration and Check-In	Department of Agriculture
Welcome	Department of Agriculture
Introduction of the program	Department of Agriculture
Overview of the Commercial Livestock Pass Process	Department of Agriculture
Questions	Department of Agriculture
General Command Structure for OES	Mariposa County OES, Sergeant Wes Smith (OES Coordinator)
Command and Communication Structure for Commercial Livestock Pass program	Mariposa County OES, Sergeant Wes Smith (OES Coordinator)
Questions	Mariposa County OES, Sergeant Wes Smith (OES Coordinator)
Fire Triangle	Mariposa County Fire/Cal Fire
Fire Behavior	Mariposa County Fire/Cal Fire
Fire Weather	Mariposa County Fire/Cal Fire
Fuels and Topography	Mariposa County Fire/Cal Fire
Ag Pass safety in the Fire Environment	Mariposa County Fire/Cal Fire
Fire Orders and Watch out situations	Mariposa County Fire/Cal Fire
LCES - Lookouts, Communication, Escape Routes, Safety Zones	Mariposa County Fire/Cal Fire
Risk Management, Human factors and communication	Mariposa County Fire/Cal Fire
Questions	Mariposa County Fire/Cal Fire

Mariposa County Department of Agriculture & Weights and Measures
5009 Fairgrounds Road, PO Box 905
Mariposa, California 95338
Office 209-966-2075
Cell 1 209-347-1562
Cell 2 209-347-2935

Pass # 22-00000

Issue Date 00/00/00
Expiration Date 12/31/2022

Mariposa County Commercial Livestock Pass

To the best of our knowledge, the Mariposa County Department of Agriculture has verified that livestock reside at the property address/location(s) listed below. During times of restricted access caused by a natural disaster, this pass/permit enables the owner/commercial livestock operator the ability to provide feed, water, medical treatment, and other care to commercial livestock located at the address/location listed below. For safety care shall only be made during daylight hours, and all persons must immediately depart the restricted area by the same route as entry. Transportation of animals shall be at the discretion of the incident commander. An escort may be required in any instance. **Access granted under this pass is not guaranteed and will be at the discretion of incident commander.** Arrangements for access is by contacting the Mariposa County Department of Agriculture at the numbers listed above.

Pass Holders Photograph

Business Name _____

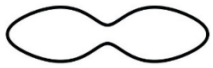
Pass Holder's Name _____

Pass Holder is ☐ **Commercial Livestock Owner** ☐ **Commercial Livestock Operator** ☐ **Managerial Employee**

Contact Number(s) _____ **Cell** _____

Total Number of Head ☐ **25-50** ☐ **50-100** ☐ **100-200** ☐ **200+**

Description of Livestock _____

	Brand	**Ear Marks**
All Identifiable Markings (brand, ear marks, Ear tags, etc.		 Right Left

Other Information
(Bee Hive Markings, etc.) _____

The Owner/Commercial Livestock Operator/Managerial Employee, hereinafter referred to as the "Pass Holder" understands that he or she is requesting access to restricted areas subject to official road closure and not otherwise accessible to the public. In so requesting access, Pass Holder acknowledges the inherent risks and hazards caused by recent catastrophic fires, including the existence of a declared local health emergency, which extend to the restricted areas. Pass Holder shall be solely responsible for the safety of those individuals covered by any pass issued by the Mariposa County, and shall be solely responsible for any damage to any equipment used by Pass Holder during such requested access. Pass Holder shall hold harmless Mariposa County and its officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages, or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to equipment or property arising from Pass Holder's access under this pass. Further, Pass Holder shall be solely responsible and shall hold harmless the Mariposa County from any and all acts or omissions of Pass Holder or its officers, agents, employees, volunteers, contractors, and subcontractors in accessing the above listed location. Pass Holder further understands that any pass issued covers access only to the location identified above and the direct access route to/from said location; stopping along access routes are strictly prohibited. Pass Holder and its officers, agents, employees, volunteers, or representatives shall not wander, loiter, or otherwise meander from the above listed location, and shall be subject to immediate arrest for trespass into restricted areas and prosecuted to the fullest extent of the law.

_____ _____
Signature of Commercial Livestock Pass Holder Date

Mariposa County Department of Agriculture Use Only

Issuing Agricultural Agent _____

Dept of Agriculture Embossed Stamp

Signature of Issuing Agricultural agent _____

Attachment: 4 Mariposa County Livestock Pass Pass (RES-2022-349 : Approve Mariposa County Commercial Livestock Pass Program)

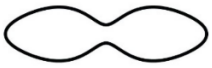
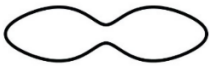
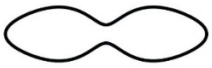
Location(s) of Livestock: Attach maps for each location listed

Address/Location/APN	Months of Use (example June- September)	Number of Livestock Head at Location
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Additional Commercial Livestock Pass Holder(s) you authorize to assist you.

Business Name	Owner/Commercial Livestock Operator/Managerial Employee	Address/Location/APN

If you have multiple livestock identification(s) include the additional brands, ear marks, ear tags, etc.

Brand	**Ear Marks**	**Brand**	**Ear Marks**	**Brand**	**Ear Marks**
	 Right Left		 Right Left		 Right Left

Ear Tag Information _____

Commercial Livestock Pass Holder you are authorized to assist.

Business Name	Owner/Commercial Livestock Operator/Managerial Employee	Address/Location/APN

Other pertinent information

Attachment: 4 Mariposa County Livestock Pass Pass (RES-2022-349 : Approve Mariposa County Commercial Livestock Pass Program)

Livestock are cared for by Owner/Operator

Mariposa County Commercial Livestock Passholder issued by Mariposa County Agriculture Department

Pass # 22-00000

Attachment: 5 Animal Care Sign (RES-2022-349 : Approve Mariposa County Commercial Livestock Pass

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2022-350

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Combined Caltrans Grant Agreements // Gateways

RECOMMENDATION AND JUSTIFICATION:
Rescind Resolution 2022-219; Approve the Final Cooperative Agreement and Final Transportation Art Agreement with Caltrans for the Mariposa Gateway Enhancement Project; and Authorize the Board of Supervisors Chair to Sign Both Agreements

In January 2022, Caltrans District 10 applied for funding from a state-only pool of grant money to support community design and construction of gateway elements on state rights-of-way in the Town of Mariposa. That grant application, which staff contributed to, was funded in March 2022.

In April, 2022, the County reviewed and the Board voted to approve the draft agreement language of a Cooperative Agreement with Caltrans, which pertains to the gateway elements. Since that time, Caltrans has provided the Planning Department with a slightly modified version of the draft agreement, so Planning has decided to provide the Board with the slightly revised version and rescind RES-2022-219, which approved the previous language. The new version does not contain any substantive changes to the agreement that was previously reviewed--the most significant change is that, due to Caltrans policy, the murals that were previously included in the Cooperative Agreement will be the subject of a separate Transportation Art Agreement, which is also attached to this Board item.

The two attached agreements are needed to accept $1,000,000 in grant funds from Caltrans to install gateway elements, such as public art, signage, and other similar features, on the Caltrans right-of-way in the Town of Mariposa. The project would also support the installation of at least two murals on privately owned property in the Town of Mariposa that relate to the themes, materials, and other aesthetic qualities of the gateway elements.

The project budget includes $850,000 for the gateway elements, and $150,000 for the murals. These two tasks are part of one overall project--the Mariposa Gateway Enhancement Project, with a total budget of $1,000,000. However, due to Caltrans policy, which requires that murals be subject to a Transportation Art Agreement, the project requires two separate agreements with the agency to move forward.

A significant portion of the funds would be used to facilitate an extensive community engagement process throughout the summer and early fall of 2022, whereby the community would comment on and select from a variety of conceptual alternatives that explore different components of local sense of place, such as native plants, animals, human history, and/or a combination of these and other topics. In addition to significant participation from the wider community, the project would be driven by the County's Creative Placemaking Strategy Advisory Committee, which will be instrumental in developing and implementing the larger community engagement program.

The project is a direct implementation of several important community planning and design initiatives, especially the Creative Placemaking Strategy and Economic Vitality Strategy. Indeed, the project builds on both the recommendations and preliminary community design work that facilitated the Creative Placemaking Strategy's interactive, art-driven community planning process. As such, staff recommends pursuing a sole source procurement pathway to hire Atlas Lab, the contractor who led the Creative Placemaking Strategy work, to lead the planning, design, and implementation of the proposed effort.

Under this arrangement, Atlas Lab and their subcontractors would conduct the community design, outreach, design development, and construction administration work (including providing a resident engineer), while construction and fabrication tasks would be completed by a general contractor selected through a public bidding process. The general contractor responsible for implementing the work would be contracted to the County, and managed/overseen by Atlas Lab in their capacity construction contract administrator. Though the two components of this project--the gateway elements ($850K) and the murals ($150K)--are subject to different agreements with Caltrans, both components would be completed under one professional services agreement totaling $1M.

Being State Agreements, the County will need to sign a final version of the two agreements, before Caltrans executes the agreement. The closure statement, which has been included by Caltrans as part of the agreement, is intended to be executed after all work has been completed. At that time, a separate Board item will be proposed that authorizes the Planning Director to sign the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On April 5, 2022, The Board approved RES-2022-219 (attached), which approved the framework for (draft of) a Cooperative Agreement with Caltrans District 10 for the Mariposa Gateway Enhancement Project; and authorized the Board of Supervisors Chair to sign the final agreement (subject to approval as to legal form by County Counsel). The attached agreement is the final, lightly edited version of the agreement which the Board previously reviewed and approved.

On January 11, 2022, the Board approved RES-2022-25, which authorized the

submittal of an application to the Caltrans Clean California Local Grant Program to fund the Downtown Mariposa Mural Project. While that proposal, which would have supported the installation of six murals in strategic locations in town, was not funded, the District has decided to fold elements of that previous proposal into the current proposal.

On August 17, 2021, the Board approved RES-2021-48, which approved the Creative Placemaking Strategy, finding the project is exempt from CEQA; and authorized County departments and agencies to pursue implementing its recommendations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action would result in the County potentially missing out on $1M in grant funds from Caltrans for implementing key elements of the Creative Placemaking Strategy, Economic Vitality Strategy, Mariposa Creek Parkway Master Plan, and other important community planning initiatives.

FINANCIAL IMPACT:
If signed, the two completed agreements included in this item would authorize the County to receive supplemental funding from Caltrans in the amount of $1,000,000.

ATTACHMENTS:
220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (PDF)
220602 Clean CA Transportation Art Agreement 10-0552_Mariposa County (PDF)
Resolution_2022-219_Initial Coop Approval (PDF)
220130 Caltrans Grant Application__ (PDF)
211008 Potential Gateway Locations_Elements (PDF)
220321 Attachments_Local Plans (PDF)

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

COOPERATIVE AGREEMENT COVER SHEET

Work Description

PLAN, COORDINATE AND INSTALL GATEWAY MONUMENTS WITH ASSOCIATED LANDSCAPE SPACES ON SR 140 AT THE NORTH AND SOUTH JUNCTIONS WITH SR 49 IN TOWN OF MARIPOSA. ADDITIONALLY, SEVERAL MURALS ARE PROPOSED TO BE IMPLEMENTED ALONG WITH A LANDSCAPED PORTLET ON SR 140 WITHIN THE TOWN LIMITS. MORE DETAILED DESCRIPTION IS INCLUDED IN THE ATTACHED MARIPOSA GATEWAY & MURAL PROJECT FINAL ENHANCEMENT PROPOSAL

Contact Information

CALTRANS

Sam Sherman, Project Manager

1976 E. Dr. Martin Luther King Jr. Blvd.

Stockton, CA 95205

Office Phone: (209) 482-2575

Email: sam.sherman@dot.ca.gov

MARIPOSA COUNTY

Mikey Goralnik, Community Design and Development Planner

5100 Bullion Street

Mariposa, CA 95338

Office Phone: (209) 742-1222

Email: mgoralnik@mariposacounty.org

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

Table of Contents

COOPERATIVE AGREEMENT 1
RECITALS 1
RESPONSIBILITIES 3
Sponsorship 3
Implementing Agency 3
Funding 4
CALTRANS' Quality Management 5
CEQA Lead Agency 6
Environmental Permits, Approvals and Agreements 6
Project Approval and Environmental Document (PA&ED) 6
California Environmental Quality Act (CEQA) 7
Plans, Specifications, and Estimate (PS&E) 8
CONSTRUCTION 9
Schedule 12
Additional Provisions 13
Standards 13
Noncompliant Work 13
Qualifications 13
Consultant Selection 13
Encroachment Permits 14
Protected Resources 14
Disclosures 14
Hazardous Materials 15
Claims 16
Accounting and Audits 16
Interruption of Work 17
Penalties, Judgements and Settlements 18
Project Files 18
GENERAL CONDITIONS 18
Venue 18
Exemptions 18
Indemnification 19
Non-parties 19

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

Ambiguity and Performance 19
Defaults 20
Dispute Resolution 20
Prevailing Wage 20
SIGNATURES 22
FUNDING SUMMARY No. 01 1
FUNDING TABLE 1
SPENDING SUMMARY 2
Funding 3
Invoicing and Payment 4
Project Approval and Environmental Document (PA&ED) 5
Plans, Specifications, and Estimate (PS&E) 5
CONSTRUCTION Support 5
CONSTRUCTION Capital 5
CLOSURE STATEMENT 2

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Mariposa County, a political subdivision of the State of California, referred to hereinafter as COUNTY.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.

2. CALTRANS is authorized per the California Streets and Highways Code, Section 91.42 to expend Clean California State Beautification Program of 2021 funds towards beautifying and cleaning up state highways and eligible projects towards that goal.

3. For the purpose of this AGREEMENT, *Plan, coordinate and install Gateway monuments with associated landscape spaces on SR 140 at the north and south junctions with SR 49 in Town of Mariposa. Additionally, several murals are proposed to be implemented along with a landscaped portlet on SR 140 within the town limits.* will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Design Engineering Evaluation Report, or Project Report).

4. CALTRANS and COUNTY are also entering into agreement 10-0552 regarding the transportation art aspects of this project.

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

5. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as WORK:

   - PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)
   - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
   - CONSTRUCTION

   Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

6. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

   This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

   PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

   If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

   Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

   PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

7. The following work associated with this PROJECT has been completed or is in progress:

   - CALTRANS is developing the R/W Certification

8. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

9. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

RESPONSIBILITIES

Sponsorship

10. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

    PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

11. COUNTY is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

12. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

    - COUNTY is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY.

      PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection).

    - COUNTY is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

      PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.

    - COUNTY is the CONSTRUCTION IMPLEMENTING AGENCY.

      CONSTRUCTION includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION CAPITAL) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION SUPPORT).

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

13. COUNTY will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are the IMPLEMENTING AGENCY of. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.

14. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

15. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

    PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

16. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

17. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

18. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

19. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

CALTRANS' Quality Management

20. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA), environmental document quality control, and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.

21. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that COUNTY's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

    When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

22. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

23. Per National Environmental Policy Act (NEPA) assignment and California Environmental Quality Act (CEQA) statutes, CALTRANS will perform environmental document quality control and NEPA assignment review procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in the NEPA Assignments memorandums, available at https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/ser/nepa-recordretention-policy-final-ally.pdf. This also includes the independent judgement analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

24. COUNTY will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

25. COUNTY, including any employee, agent, consultant or sub-consultant retained by the COUNTY, shall implement uniform document control policies necessary to retain all records and electronically stored information associated with the WORK, including but not limited to those records identified in California Public Resources Code, Section 21167.6, and including email and attachments, in a manner consistent with the CALTRANS Uniform Filing System and the "Final Caltrans Environmental Records Retention Policy", available at https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/nepa-recordretention-policy-final-a11y.pdf. These records, along with an index of the records, shall be provided to CALTRANS within 60 days of CALTRANS' written request.

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

CEQA Lead Agency

26. CALTRANS is the CEQA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

27. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY's responsibilities in this AGREEMENT.

28. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

29. It is expected that the PROJECT will not require environmental permits/approvals.

Project Approval and Environmental Document (PA&ED)

30. As the PA&ED IMPLEMENTING AGENCY, COUNTY is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

31. CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.10.10.xx Quality Management	No
175.20 Project Preferred Alternative	Yes
180.10.05.05.xx CEQA Lead Final Env. Doc QA/QC and Approval	Yes
180.15.10 Notice of Determination (CEQA)	Yes

32. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

33. COUNTY will provide written notice of the initiation of environmental studies to the CEQA Lead Agency prior to completing any other PA&ED phase work.

California Environmental Quality Act (CEQA)

34. Environmental documentation will be prepared in compliance with the California Public Resources Code §§ 21080.3.1(d)(e). CALTRANS will provide, and COUNTY will use, a letter template and a list of California Native American tribes requesting notification. COUNTY will prepare consultation documentation for CALTRANS' signature and transmittal in compliance with the statutorily required time frames.

35. The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.

36. Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency's standards that apply to the CEQA process.

37. Any PARTY preparing any portion of the CEQA documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.

38. COUNTY will submit CEQA-related public notices to CALTRANS for review, comment, and approval prior to publication and circulation.

39. COUNTY will submit all CEQA-related public meeting materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to the public meeting date.

    If the CEQA Lead Agency makes any changes to the materials, then the CEQA Lead Agency will allow COUNTY to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date. The CEQA Lead Agency has final approval authority over all CEQA documentation.

40. The CEQA Lead Agency will attend all CEQA-related public meetings.

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

41. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

    That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

    The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

Plans, Specifications, and Estimate (PS&E)

42. As the PS&E IMPLEMENTING AGENCY, COUNTY is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

43. CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.15.10.xx Quality Management	No

44. COUNTY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

    COUNTY will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the utility agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

45. COUNTY will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

CONSTRUCTION

46. As the CONSTRUCTION IMPLEMENTING AGENCY, COUNTY is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

47. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.20.10.xx Quality Management	No

48. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.

49. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.

50. COUNTY will include a Disadvantaged Business Enterprise (DBE) utilization goal in the PROJECT construction contract(s) in accordance with the Local Assistance Procedures Manual. COUNTY will award the construction contract to the lowest responsive bidder who makes a Good Faith Effort to meet the DBE goal.

51. CALTRANS will not issue an encroachment permit to COUNTY for construction work until the following conditions are met:

    - CALTRANS accepts the final plans, specifications, and estimate
    - CALTRANS accepts the Right-of-Way Certification
    - Any new or amended maintenance agreements required for the WORK are executed.

52. COUNTY will require the construction contractor to furnish payment and performance bonds naming COUNTY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.

53. COUNTY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, COUNTY also accepts responsibility to administer the construction contract.

54. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTIES must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) work days the IMPLEMENTING AGENCY will not award the construction contract.

55. CALTRANS will not issue an encroachment permit to COUNTY's construction contractor until CALTRANS accepts:

- The payment and performance bonds
- The CONSTRUCTION Quality Management Plan

56. The CONSTRUCTION Quality Management Plan (QMP) will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and Source Inspection QMP (SIQMP) are subject to review and approval by the State Materials Engineer.

57. The CONSTRUCTION Quality Management Plan will address the radiation safety requirements of the California Code of Regulations 17 CCR § 30346 when the work requires Gamma-Gamma Logging acceptance testing for Cast in Drilled Hole (CIDH) pile or whenever else it is applicable. In accordance with these regulations COUNTY, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.

58. COUNTY will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

59. COUNTY will implement changes to the construction contract through Change Orders. PARTIES will review and concur on all Change Orders over $10,000.

60. CALTRANS will review and concur with:

- Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.

- The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).

61. COUNTY will administer and process all construction contract claims pursuant to the requirements set forth under Public Contract Code, Section 9204. In addition, all public works claims of $375,000 or less shall be resolved in accordance with Public Contract Code Section 20104, et seq. and other applicable laws.

62. COUNTY is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. COUNTY is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.

63. As the CONSTRUCTION IMPLEMENTING AGENCY, COUNTY is responsible for maintenance of the State Highway System (SHS) within the PROJECT limits as part of the construction contract until the following conditions are met:

- Any required maintenance agreements are executed for the portions of SHS for which relief of maintenance is to be granted.

- CALTRANS approves a request from COUNTY for relief from maintenance of the PROJECT or a portion thereof.

64. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System (SHS) within SHS right-of-way as part of WORK become the property of CALTRANS.

    CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

65. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, COUNTY will furnish CALTRANS with a complete set of "As-Built" plans and Change Orders, including any changes authorized by CALTRANS, using an approved transfer mechanism, such as a CD ROM, flash drive, Filr. The submitted digital files must be completed in accordance with Caltrans specifications, policies, and manuals, including requirements in Sections 2 and 3, of Chapter 17 in the Project Development Procedures Manual, then current CADD User's Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineer's name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer's signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 8.0. When applicable, the digital submittal must also include high accuracy locating and underground facilities data. In addition, COUNTY will provide one set of As-Built plans and addenda in TIFF format.

    The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and records of surveys prepared to satisfy the requirements of the Professional Land Surveyors Act (Business and Professions Code, Sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, Sections 8762 and 8771, will contain the filing information provided by the county in which filed.

Schedule

66. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

67. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with a final report of the WORK completed.

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

Additional Provisions

Standards

68. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Right of Way Manual
- Construction Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

69. CALTRANS retains the right to reject noncompliant WORK. COUNTY agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

70. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

71. COUNTY will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

Encroachment Permits

72. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. COUNTY, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to COUNTY, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

73. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

74. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

75. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

    PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

76. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

Hazardous Materials

77. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

    HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

    The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

78. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

79. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

    CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

80. COUNTY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. COUNTY will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

    COUNTY will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

81. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM‑2 MANAGEMENT within the PROJECT limits.

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

COUNTY and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and COUNTY each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. COUNTY will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

82. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

83. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.

84. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.

85. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

86. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

87. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

88. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and COUNTY will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

89. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.

90. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

91. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

92. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

93. The cost of awards, judgements, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.

94. The cost of legal challenges to the environmental process or documentation are considered WORK costs.

95. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

96. COUNTY will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. COUNTY will assure that the Project History File is prepared and submitted in compliance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and in PDF format.

GENERAL CONDITIONS

97. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

98. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

99. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds through the Clean CaliforniaProgram.

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

Indemnification

100. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this AGREEMENT. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

101. Neither COUNTY nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless COUNTY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

102. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.

103. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

104. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

105. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

106. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

107. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of COUNTY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

    Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

    Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

    PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

108. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

109. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

_____
Dennis T. Agar
District Director

Verification of funds and authority:

_____
Michelle Ishaya
District Budget Manager

Certified as to financial terms and policies:

_____
Nadine Karavan
HQ Accounting Supervisor

MARIPOSA COUNTY

_____
Rosemarie Smallcombe
Board of Supervisors Chair

Approved as to form and procedure:

_____
Steve Dahlem
County Counsel

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 :

FUNDING SUMMARY NO. 01

FUNDING TABLE

v. 112

IMPLEMENTING AGENCY→			COUNTY	COUNTY	COUNTY		
Source	Party	Fund Type	PA&ED	PS&E	CONST. SUPPORT	CONST. CAPITAL	Totals
STATE	CALTRANS	CLEAN CALIF	50,000	50,000	50,000	700,000	850,000
Totals			50,000	50,000	50,000	700,000	850,000

v 2221

SPENDING SUMMARY

Fund Type	PA&ED		PS&E		CONST. SUPPORT		CONST. CAPITAL	Totals
	CALTRANS	COUNTY	CALTRANS	COUNTY	CALTRANS	COUNTY	COUNTY	
CLEAN CALIF		50,000	0	50,000	0	50,000	700,000	850,000
Totals	0	50,000	0	50,000	0	50,000	700,000	850,000

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 :

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

   That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

   Each PARTY may request reimbursement for these costs during the amendment process.

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

   In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until January 1, 2023, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

4. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

5. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

   Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

   If COUNTY invoices for rates in excess of CalHR rates, COUNTY will fund the cost difference and reimburse CALTRANS for any overpayment.

6. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the Clean California Program.

Invoicing and Payment

7. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, COUNTY will pay invoices within five (5) calendar days of receipt of invoice.

8. If COUNTY has received EFT certification from CALTRANS then COUNTY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

9. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

10. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then COUNTY will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

11. If CALTRANS reimburses COUNTY for any costs later determined to be unallowable, COUNTY will reimburse those funds.

Project Approval and Environmental Document (PA&ED)

12. COUNTY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

Plans, Specifications, and Estimate (PS&E)

13. COUNTY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

CONSTRUCTION Support

14. COUNTY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

CONSTRUCTION Capital

15. COUNTY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

CLOSURE STATEMENT INSTRUCTIONS

1. Did PARTIES complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?

   YES / NO

2. Did CALTRANS accept and approve all final deliverables submitted by other PARTIES?

   YES / NO

3. Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

   YES / NO

4. If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

   YES / NO

5. Did PARTIES complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

   YES / NO

If ALL answers are “YES”, this form may be used to TERMINATE this AGREEMENT.

Attachment: 220602 Final Draft Agreement (PDA) 10-0546_EA 1P570_Clean CA (RES-2022-350 : Combined Caltrans Grant Agreements //

CLOSURE STATEMENT

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 10-0546 and any amendments to the agreement. The final signature date on this document terminates agreement 10-0546 except survival articles. All survival articles in agreement 10-0546 will remain in effect until expired by law, terminated or modified in writing by the PARTIES' mutual agreement, whichever occurs earlier.

The people signing this agreement have the authority to do so on behalf of their public agencies. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

_____

District Director

Date: _____

Certified as to all financial obligations/terms and policies

Ciu

_____

District Budget Manager

Date: _____

MARIPOSA COUNTY

_____

Sarah Williams

Planning Director

Date: _____

Steve Dahlem

County Counsel

10-MPA-VARIOUS -
EA: 10-1P570
Project ID: 1022000138
Agreement No. –10-0552

TRANSPORTATION ART AGREEMENT

Clean California Beautification Fund Contribution

This AGREEMENT, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Mariposa County, a political subdivision of the State of California, referred to hereinafter as COUNTY.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Section 114.

2. CALTRANS is authorized per the California Streets and Highways Code, Section 91.42 to expend Clean California State Beautification Program of 2021 funds (FUNDS) towards beautifying and cleaning up state highways and eligible projects towards that goal.

3. Transportation Art includes graphic or sculptural artwork, either freestanding or placed upon a required engineered transportation feature located on CALTRANS' right-of-way (such as a noise barrier, retaining wall, bridge, bridge abutment, bridge rail, or slope paving) that expresses unique attributes of a community's history, resources, or character.

4. CALTRANS intends to provide funding to [COUNTY], and COUNTY agrees to procure artist(s), administer artist contracts, provide and install the Transportation Art *plan, coordinate and install Gateway monuments with associated landscape spaces on SR 140 at the north and south junctions with SR 49 in Town of Mariposa. Additionally, several murals are proposed to be implemented along with a landscaped portlet on SR 140 within the town limits. More detailed description is included in the attached Mariposa Gateway & Mural Project Final Enhancement Proposal, in Mariposa County at various locations,* hereinafter referred to as PROJECT.

5. The term AGREEMENT, as used herein, includes any attachments, exhibits, and amendments.

6. COUNTY shall obtain an encroachment permit from CALTRANS prior to the commencement of any PROJECT work within CALTRANS' right-of-way.

7. COUNTY will follow the CALTRANS encroachment permit requirements for any and all PROJECT work within CALTRANS' right-of-way, including by not limited to, installation of artwork.

DRAFT

Attachment: 220602 Clean CA Transportation Art Agreement 10-0552_Mariposa County (RES-2022-350 : Combined Caltrans Grant Agreements

8. CALTRANS will pay COUNTY an amount not to exceed $150,000 from FUNDS required for PROJECT.

9. CALTRANS and COUNTY hereby set forth the terms, covenants, and conditions for CALTRANS' contribution toward PROJECT.

SCOPE

10. COUNTY is responsible for completing all work for PROJECT.

11. COUNTY shall adhere to the CALTRANS' Transportation Art requirements as set forth in CALTRANS' Project Development Procedures Manual (PDPM), Chapter 29, Section 9, Transportation Art and CALTRANS' Transportation Art website at https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-j-transportation-art. This includes, but is not limited to, submittal of a Transportation Art Proposal (TAP) to CALTRANS, execution of an Assignment and Transfer of Copyright and Waiver of Moral Rights in Artwork Agreement (Caltrans Copyright Assignment, CCA), and Project Specific Maintenance Agreement (PSMA).

12. COUNTY agrees that before commencing any PROJECT work on CALTRANS right-of-way, LOCAL AGENCY and CALTRANS will enter into a PSMA for maintenance of the PROJECT. PARTIES agree that no encroachment permit(s) will be issued by CALTRANS for PROJECT until the PSMA is fully executed.

INVOICE & PAYMENT

13. COUNTY will invoice, no more frequently than monthly, and CALTRANS will reimburse for actual costs incurred and paid towards PROJECT.

14. CALTRANS will pay COUNTY within 45 (forty-five) calendar days of receipt of invoices.

15. CALTRANS and COUNTY agree that the total amount of FUNDS paid out to COUNTY will not exceed $150,000.

16. After CALTRANS and COUNTY agree that all work for PROJECT is complete, COUNTY will submit a final accounting for all costs. Based on the final accounting, COUNTY will refund or invoice as necessary in order to satisfy the financial commitment of AGREEMENT.

DRAFT

Attachment: 220602 Clean CA Transportation Art Agreement 10-0552_Mariposa County (RES-2022-350 : Combined Caltrans Grant Agreements

Attachment: 220602 Clean CA Transportation Art Agreement 10-0552_Mariposa County (RES-2022-350 : Combined Caltrans Grant Agreements

GENERAL CONDITIONS

17. All portions of this AGREEMENT, including the Recitals section, are enforceable.

18. All obligations of CALTRANS under the terms of AGREEMENT are subject to the appropriation of resources by the Legislature and the State Budget Act authority.

19. If COUNTY fails to complete the PROJECT for any reason, COUNTY shall, at [COUNTY]'s expense, return CALTRANS right-of-way to its original condition or to a safe and operable condition acceptable to CALTRANS. If COUNTY fails to do so, CALTRANS reserves the right to finish the work or place the PROJECT in a safe and operable condition. CALTRANS will bill COUNTY for all expenses incurred and COUNTY agrees to pay said bill within forty-five (45) days of receipt.

20. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by the PROJECT or not.

    HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

    The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

21. If HM-1 or HM-2 is found during PROJECT work, COUNTY will immediately notify CALTRANS.

22. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing CALTRANS right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to PROJECT schedule.

    CALTRANS, independent of PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing CALTRANS right-of-way.

23. [COUNTY], independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing CALTRANS right-of-way. COUNTY will undertake or cause to be undertaken HM-1 MANAGEMENT with minimum impact to PROJECT schedule.

    [COUNTY], independent of the PROJECT, will pay, or cause to be paid, the cost for HM-1 MANAGEMENT for HM-1 found within PROJECT limits and outside of the existing CALTRANS right-of-way.

24. COUNTY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

25. HM-2 MANAGEMENT costs are PROJECT costs.

DRAFT

26. CALTRANS and COUNTY will enter into a PSMA before PROJECT work is performed within CALTRANS right-of-way. COUNTY understands and acknowledges the terms of the PSMA will include, but are not limited to, COUNTY shall be responsible for all regular and emergency maintenance, repair, and replacement of the PROJECT at the LOCAL AGENCY's expense for as long as the artwork remains in place. A sample template PSMA is attached as EXHIBIT ( ).

27. The PSMA will include indemnification provisions for anything done or omitted to be done by COUNTY under or in connection with PROJECT.

28. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless COUNTY and all of its officers and employees from all claims, suits, or actions, including reasonable attorneys' fees, of every name, kind, and description, brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under AGREEMENT.

29. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by [COUNTY], its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under AGREEMENT. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions, including reasonable attorneys' fees, of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, claims based on (1) 17 U.S.C. §§ 101-810 (the Copyright Act of 1976, as modified), (2) 17 U.S.C. § 106A(a) (the Visual Artists Rights Act of 1990, "VARA"), (3) 17 U.S.C. § 113, (4) California Civil Code § 987 (the California Art Preservation Act), California Civil Code §989, or (5) any other rights arising under U.S. federal or state laws or under the laws of any other country that conveys rights and protections of the same nature as those conveyed under 17 U.S.C. §106A(a) and California Civil Code §987, intellectual property claims arising from or related to breach of contract, inverse condemnation, conversion, and/or taking of property, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under AGREEMENT.

DRAFT

Attachment: 220602 Clean CA Transportation Art Agreement 10-0552_Mariposa County (RES-2022-350 : Combined Caltrans Grant Agreements

30. If the work performed on PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771 COUNTY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. COUNTY agrees to include prevailing wage requirements in its contracts for public work. Work performed by COUNTY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

    COUNTY shall require its contractors to include prevailing wage requirements in all subcontracts funded by AGREEMENT when the work to be performed by the subcontractor is "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in COUNTY contracts.

31. AGREEMENT is intended to be CALTRANS' and COUNTY's final expression and supersedes all prior oral understandings pertaining to PROJECT, with the exception of the required agreements to complete CALTRANS' Transportation Art process as discussed herein. The required agreements include, but are not limited to, the TAP, CCA, and PSMA.

32. AGREEMENT will terminate upon CALTRANS' acceptance of PROJECT. However, all indemnification and maintenance articles of AGREEMENT will remain in effect until terminated or modified in writing by mutual agreement.

DRAFT

Attachment: 220602 Clean CA Transportation Art Agreement 10-0552_Mariposa County (RES-2022-350 : Combined Caltrans Grant Agreements

CONTACT INFORMATION

CALTRANS and COUNTY will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to AGREEMENT.

Contact Information

CALTRANS

Sam Sherman, Project Manager

1976 E. Dr. Martin Luther King Jr. Blvd.

Stockton, CA 95205

Office Phone: (209) 482-2575

Email: sam.sherman@dot.ca.gov

MARIPOSA COUNTY

Mikey Goralnik, Community Design and Development Planner

5100 Bullion Street

Mariposa, CA 95338

Office Phone: (209) 742-1222

Email: mgoralnik@mariposacounty.org

SIGNATURES

CALTRANS and COUNTY are empowered by the law to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

CALTRANS and COUNTY acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

DRAFT

Attachment: 220602 Clean CA Transportation Art Agreement 10-0552_Mariposa County (RES-2022-350 : Combined Caltrans Grant Agreements

10-MPA-VARIOUS -
EA: 10-1P570
Project ID: 1022000138
Agreement No. –10-0552

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Dennis T. Agar
District Director

Verification of funds and authority:

Michelle Ishaya
District Budget Manager

Certified as to financial terms and policies:

Gina Schumacher
HQ Accounting Supervisor

Mariposa County Board of Supervisors

Rosemarie Smallcombe
Board Chair

Approved as to form and procedure:

Steve Dahlem
County Counsel

DRAFT

Attachment: 220602 Clean CA Transportation Art Agreement 10-0552_Mariposa County (RES-2022-350 : Combined Caltrans Grant Agreements

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2022-219

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Caltrans Cooperative Agreement // Gateways

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Approving the Framework for (Draft Of) a Cooperative Agreement with Caltrans District 10 for the Mariposa Gateway Enhancement Project; and Authorize the Board of Supervisors Chair to Sign the Final Agreement (Subject to Approval as to Legal Form by County Counsel).

In January 2022, Caltrans District 10 applied for funding from a state-only pool of grant money to support community design and construction of gateway elements on state rights-of-way in the Town of Mariposa. That grant application, which staff contributed to, was funded in March 2022.

The agreement is ultimately needed to accept $1,000,000 in grant funds from Caltrans District 10 to install gateway elements, such as public art, signage, and other similar features, on the Caltrans right-ofway in the Town of Mariposa. The project would also support the installation of at least two murals in the Town of Mariposa that relate to the themes, materials, and other aesthetic qualities of the gateway elements.

A significant portion of the funds would be used to facilitate an extensive community engagement process throughout the summer and early fall of 2022, whereby the community would comment on and select from a variety of conceptual alternatives that explore different components of local sense of place, such as native plants, animals, human history, and/or a combination of these and other topics. In addition to significant participation from the wider community, the project would be driven by the County's Creative Placemaking Strategy Advisory Committee, which will be instrumental in developing and implementing the larger community engagement program.

The project is a direct implementation of several important community planning and design initiatives, especially the Creative Placemaking Strategy and Economic Vitality Strategy. Indeed, the project builds on both the recommendations and preliminary community design work that facilitated the Creative Placemaking Strategy's interactive, art-driven community planning process. As such, staff recommends

Attachment: Resolution_2022-219_Initial Coop Approval (RES-2022-350 : Combined Caltrans Grant Agreements // Gateways)

pursuing a sole source procurement pathway to hire Atlas Lab, the contractor who led the Creative Placemaking Strategy work, to lead the planning, design, and implementation of the proposed effort.

Under this arrangement, Atlas Lab and their subcontractors would conduct the community design, outreach, design development, and construction administration work (including providing a resident engineer), while construction and fabrication tasks would be completed by a general contractor selected through a public bidding process. The details of these contracts would be the subject of a later Board item and discussion.

The draft agreement language has been provided to the County by Caltrans headquarters for the County's review. Being a State Agreement, the County will need to sign a final version of the agreement, before Caltrans executes the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On January 11, 2022, the Board approved RES-2022-25, which authorized the submittal of an application to the Caltrans Clean California Local Grant Program to fund the Downtown Mariposa Mural Project. While that proposal, which would have supported the installation of six murals in strategic locations in town, was not funded, the District has decided to fold elements of that previous proposal into the current proposal.

On August 17, 2021, the Board approved RES-2021-48, which approved the Creative Placemaking Strategy, finding the project is exempt from CEQA; and authorized County departments and agencies to pursue implementing its recommendations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action would result in the County potentially missing out on $1M in grant funds from Caltrans for implementing key elements of the Creative Placemaking Strategy, Economic Vitality Strategy, Mariposa Creek Parkway Master Plan, and other important community planning initiatives.

FINANCIAL IMPACT:
If signed, the completed agreement would authorize the County to receive supplemental funding from Caltrans in the amount of $1,000,000.

ATTACHMENTS:
211008 Potential Gateway Locations_Elements (PDF)
220321 Attachments_Local Plans (PDF)
220321 Memo for Sole Source (PDF)
220130 Caltrans Grant Application__ (PDF)
Draft Agreement 10-0546_EA 1P570_Clean CA_3.18.21_SS (PDF)
DRAFT Resolution (PDF)

Attachment: Resolution_2022-219_Initial Coop Approval (RES-2022-350 : Combined Caltrans Grant Agreements // Gateways)

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

Attachment: Resolution_2022-219_Initial Coop Approval (RES-2022-350 : Combined Caltrans Grant Agreements // Gateways)

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No. 22-219

A RESOLUTION APPROVING THE FRAMEWORK OF (DRAFT FOR) A COOPERATIVE AGREEMENT WITH CALTRANS DISTRICT 10 FOR THE MARIPOSA GATEWAY ENHANCEMENT PROJECT AND AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE A FINAL AGREEMENT UPON RECEIPT FROM CALTRANS AND FOLLOWING REVIEW BY COUNTY COUNSEL FOR LEGAL SUFFICIENCY.

WHEREAS, several of the General Plan Elements, including the Economic Development, Arts and Culture, and Regional Tourism Elements, contain goals, policies, and programs that weave together economic development objectives with efforts to enhance and celebrate Mariposa County's identity and sense of place – a process known as Creative Placemaking; and

WHEREAS, Resolution No. 2018-26 established the Creative Placemaking Strategy Advisory Committee (CPSAC) to initiate the development of a coordinated plan to achieve General Plan goals, policies and implementation measures related to Creative Placemaking; and

WHEREAS, the CPSAC played an integral role in the development of that coordinated plan (the Creative Placemaking Strategy [CPS]), and the CPSAC endorses the final document.; and

WHEREAS, the CPS used extensive stakeholder engagement to articulate a community vision for future creative placemaking initiatives in Mariposa County, and recommends a variety of programs, policies, and projects to achieve that vision; and

WHEREAS, Resolution No. 2021-48 approved the CPS and authorized county departments and agencies to pursue implementing its recommendations; and

WHEREAS, the Caltrans District 10 Mariposa Gateway Enhancement Project is an effective and exciting opportunity to implement many of the CPS' recommendations; and

WHEREAS, a cooperative agreement with Caltrans District 10 is necessary for the Mariposa Gateway Enhancement Project to move forward; and

WHEREAS, Caltrans District 10 has requested that the Board of Supervisors review the framework of the cooperative agreement prior to finalizing the agreement.

Attachment: Resolution_2022-219_Initial Coop Approval (RES-2022-350 : Combined Caltrans Grant Agreements // Gateways)

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby approve the framework for (draft of) of a cooperative agreement with Caltrans District 10 for the Mariposa Gateway Enhancement Project; and

BE IT FURTHER RESOLVED, that the Board of Supervisors authorizes the Chair of the Board of Supervisors to execute a Final Agreement upon receipt from Caltrans and following final review by County Counsel for legal sufficiency.

ON MOTION BY Supervisor Forsythe, seconded by Supervisor Sweeney, this resolution is duly passed and adopted this 5th day of April 2022 by the following vote:

AYES: SMALLCOMBE, SWEENEY, LONG, FORSYTHE, MENETREY
NOES: NONE
EXCUSED: NONE
ABSTAIN: NONE

Rosemarie Smallcombe, Chair
Board of Supervisors

ATTEST:
Tracy Smithin, Deputy
Keith Williams, Interim Clerk of the Board

APPROVED AS TO FORM:
Steven W. Dahlem
Steven W. Dahlem, County Counsel

Attachment: Resolution_2022-219_Initial Coop Approval (RES-2022-350 : Combined Caltrans Grant Agreements // Gateways)

CLEAN CALIFORNIA ENHANCEMENT PROPOSAL

I. PROJECT DESCRIPTION

1.1 PROJECT INFORMATION

DISTRICT	PROJECT TITLE	CONTACT NAME	COUNTY	ROUTE	PM
10	Mariposa Gateway Project	Sam Sherman	Mariposa	140	21.2/22.1

1.2 PROJECT OVERVIEW

EA or Project ID: 10-1P570 ☒ENHANCED INFRASTRUCTURE – Beautification Project ☐ ENHANCED INFRASTRUCTURE– Safety Measures	☐ 2021/22 RTL Performance Measure: Art Installations Number: _____ Beautification Sites Number: _____ Safety Measure Sites Number: _____ Estimated Jobs Created Number: _____	☒ 2022/23 RTL Performance Measure: Art Installations Number: 3 Beautification Sites Number: 2 Safety Measure Sites Number: _____ Estimated Jobs Created Number: 17

Estimated Installation/Construction Complete Estimated Construction Contract Acceptance	Date: 5/31/23 *((before June 30, 2023)* Date: 5/31/23
☒ Agreement Required?	*A Maintenance Agreement may be required; A Coop Agreement is proposed for MPA Co. to implement the project.*
☒ Combined with other Clean California Projects or activities.	Possibly coordinated with Local Grant Project to Mariposa Creek Parkway project; also complements SR 140 Mariposa Pedestrian Safety Project, currently under construction.

DES Support (if applicable) - identify support needed from DES Structures	Transportation Art (if applicable) - identify how the transportation art will be procured for this project	Contract Delivery Method – identify how the project will be delivered
☐ Non-Standard structural features ☐ Monument Design ☐ Bridge/ structures aesthetics ☐ Other: (add specific) _____	☒ Cooperative agreement ☐ Assistance from public art consultant	☐ Work order ☐ Minor B (HM-B) ☐ Minor A (HM-A) ☐ Design/Bid/Build Major ☐ Job order contract (JOC) ☐ combined with a transportation project prior to RTL ☐ combined with a transportation project via CCO ☒ Other (specify): Encroachment Permit

Long Term Maintenance Responsibility ☐ Caltrans ☒ Local Agency ☐ Other: _____	*(REPLACE TEXT)* List the new roadside assets created by this project that will require long term maintenance.

1.3 PROJECT DESCRIPTION

Plan, coordinate and install Gateway monuments with associated landscape spaces on SR 140 at the north and south junctions with SR 49 in Town of Mariposa. Additionally, consideration will be given to installing several murals. A landscaped portlet on SR 140 within the town limits is also proposed.

Mariposa is main gateway to Yosemite, which receives over 4 million visitors. A portion of Mariposa is also a registered historical district and is currently receiving extensive context sensitive pedestrian safety measures. It is

Attachment: 220130 Caltrans Grant Application__ (RES-2022-350 : Combined Caltrans Grant Agreements // Gateways)

proposed to initiate a comprehensive engagement plan, collaborating with the Southern Miwuk Nation and Community to develop and construct several gateway monuments. The gateway features will complement the recently implemented pedestrian safety features within the Town of Mariposa, being constructed under Project 10-0Y6004.

1.4 PURPOSE AND NEED

Purpose: Provide gateway features to enhance the driving experience of visitors and tourists who visit and travel through Mariposa.

Need: Yosemite is destination for over 4 million visitors a year and Town of Mariposa is one of the main gateways to this destination as well as crossroad of SR 49 and SR 140. Mariposa lacks any significant gateway signage that would help guide visitors to experience the uniqueness of history of this regions significant and historical destinations.

1.5 MAP

See Attachment A for a project location map.

1.6 COST

Project Phase	Estimated Cost (x1,000)
ENVIRONMENTAL	$20
PS&E	$50
R/W (SUPPORT)	$5
R/W (CAPITAL)	$0
CON (SUPPORT)	$45
CON (CAPITAL)	$850
TOTAL*	$970

*By signing this proposal, District certifies acknowledgement that funding estimate above will be the only funding allocated for this proposed project through the Clean California Program. Cost overruns for support and/or capital costs will require the District to adjust the scope of this project or another Clean California project, or identify other sources of funding.

Attachment: 220130 Caltrans Grant Application__ (RES-2022-350 : Combined Caltrans Grant Agreements // Gateways)

1.7 SCHEDULE	
Project Phase	**Completion Date**
CCEP Approval	11/30/2021
CC-SDR Approval (including ED)	6/30/2022
R/W Certification	10/30/2022
Ready to List (RTL)	10/31/2022
Advertise	11/21//2023
Award	1/20/2023
Construction Complete	5/31/2023
Construction Contract Acceptance (CCA)	5/31/2023
End Project	6/29/2023

1.8 KNOWN CONCERNS OR RISKS

Known environmental concerns or risks	Known right-of-way concerns or risks
☒ No ☐ Yes	☒ No ☐ Yes

1) *Risk that reasonable solution to maintain and/or maintenance agreement can not be agreed upon in time.*
2) *Adding Portlets to the project may be risky as this hasn't been well defined and/or approved by Caltrans.*

II. LOCAL ALIGNMENT

2.1 LOCAL ALIGNMENT

Mariposa is currently developing the Mariposa Creek Parkway Project. The Arts Council has allocated $150,000 to create public art installation in partnership with the SSMN. Mariposa has alt received $4.4M from the ATP to build a linear park and class I mule-use trail. Many of the improvements were recommended in the Mariposa Creek Parkway Master Plan (funded thru Caltrans grant). The Clean California proposed gateway features will be planned, designed and constructed incoordination with these adjacent improvements, using the community engagement strategies adopted recently with the Mariposa County Creative Placemaking Strategy.

III. COMMUNITY ENGAGEMENT

3.1 COMMUNITY ENGAGEMENT INFLUENCE

Mariposa County Stakeholders were consulted in the initial call for projects. A more comprehensive engagement plan is proposed to finalize gateway locations and landscaping options. **This project will utilize the Creative Placemaking Strategy, which was adopted by the Board of Supervisors. This document exists precisely for opportunities like this one, which we think will serve as a great resource to drive the community design process for gateway development.**

No known groups oppose this project. See the Public Engagement Plan (PEP), Attachment B.

Attachment: 220130 Caltrans Grant Application__ (RES-2022-350 : Combined Caltrans Grant Agreements // Gateways)

IV. UNDERSERVED or HISTORICALLY EXCLUDED COMMUNITIES

4.1 ANALYSIS

Is the project located in an underserved or historically excluded community?
☒ Yes
☐ No
☐ partially located in an underserved community

List the communities:
- Mariposa
- Southern Miwuk Nation

What was the basis for determining if any part of project is located in an historically excluded community: (only check a box if in or partially in an historically excluded community)
a. ☒ Median Household Income
b. ☐ CalEnviroScreen 3.0
c. ☐ Free or Reduced Price School Meals
d. ☐ Healthy Places Index
e. ☐ Native American Tribal Lands
f. ☐ Other

Census Tract 1.01qualifies as disadvantaged on the medium income criterion.

4.2 BENEFITS TO UNDERSERVED or HISTORICALLY EXCLUDED COMMUNITY

This project will be developed in coordination with local tribe(s). Although Town of Mariposa does not appear on CalEnviroScreen analysis, Mariposa and Yosemite are a destination for all, including residents of historically underserved communities.

V. ADDITIONAL ATTACHMENTS

5.1 SUPPLEMENTAL MATERIALS

Attachment A: Project Location Map
Attachment B: Public Engagement Plan
Attachment C: Proposed Layout, landscape locations, and gateway concepts

Attachment: 220130 Caltrans Grant Application__ (RES-2022-350 : Combined Caltrans Grant Agreements // Gateways)

Prepared by:

Sam Sherman — 01/07/2022

Sam Sherman
Licensed Professional (Registered PE or Licensed Landscape Architect)

Date

Concurrence by:

Mauricio Serrano — 01/07/2022

Mauricio Serrano
D10 Deputy District Director Maintenance

Date

Approval Recommended by:

Sam Sherman — 01/07/2022

Sam Sherman
Acting D10 District Clean California Coordinator

Date

Approved by:

Dennis T. Agar — 01/07/2022

Dennis T. Agar
D10 District Director

Date

Concurrence by:

Joy Tite — 01/08/2022

Joy Tite
HQ Project Delivery Clean California Beautification Program Coordinator

Date

Acceptance by:

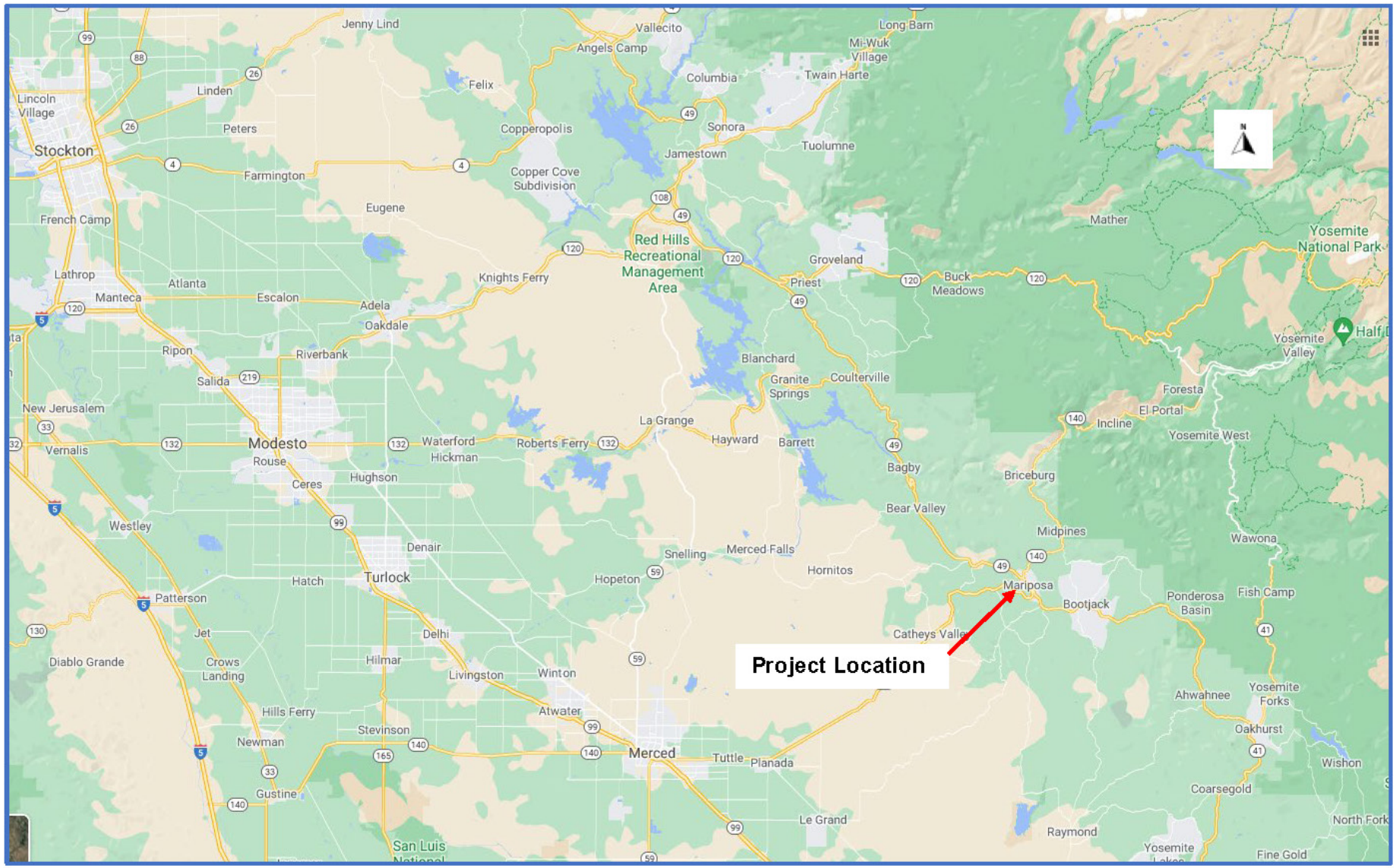
Adnan Maiah — 01/08/2022

Adnan Maiah
HQ Clean California Program Director

Date

Attachment: 220130 Caltrans Grant Application__ (RES-2022-350 : Combined Caltrans Grant Agreements // Gateways)

ATTACHMENT A – LOCATION MAP



Public Engagement Plan
Template
September 1, 2021

PROJECT INFORMATION					
DISTRICT	PROJECT TITLE	CONTACT NAME	COUNTY	ROUTE	PM
10	Mariposa Gateway Enhancement Initiative	Mikey Goralnik, Mariposa	Mariposa	SR-140/49	21.2/22.1

1. PUBLIC ENGAGEMENT GOALS & OBJECTIVES

Public Engagement Goals	Public Engagement Objectives
• Receive meaningful, actionable input from diverse local stakeholders • Cultivate project buy-in and public support for the final recommended enhancements • Leverage public engagement activities to activate and promote safety in the public ream	• Co-design and implement the public engagement process with local stakeholders who represent diverse constituencies, including historically disadvantaged community segments • Apply place-based engagement practices that allow equitable participation for a variety of community members • Explore innovative opportunities to incorporate art and design into the public engagement process to both promote the project and engagement milestones, and demonstrate sound creative placemaking principles through public engagement.

2. PUBLIC ENGAGEMENT PURPOSE & NEED

Provide a general description of why the public is involved and what elements of the project are flexible and open to change. Identify general or specific elements that can be modified based on stakeholder feedback.

The proposed project would design and install gateway elements along SR-140/49 at the northern and southern entrances to the Town of Mariposa. These gateway elements are intended to express local sense of place and identity, and while also striving to achieve other community benefits, such as increasing pollinator habitat, treating stormwater, and/or promoting pedestrian safety at key intersections. In order for this project to be successful, the community must have ample opportunity to share their perspectives on the notions of local identity that are expressed in the gateways, and the shape the gateways to ensure that they effectively express the themes and stories that the community supports. Accordingly, virtually every aspect of the proposed project—including form, materiality, scale, and general concept--is flexible and able to be modified based on stakeholder feedback.

3. TARGET AUDIENCE

Provide information on the target audience including any groups that should be included in the engagement efforts.

While the project relies on input from the entire Mariposa community, a special emphasis will be made to collect input from disadvantaged members of the community who have historically been marginalized from community planning and design initiatives. These include youth and the Southern Sierra Miwuk Nation, which is the largest Indigenous population in Mariposa County. Other key stakeholder groups will include downtown business owners, the Mariposa County Arts Council, and the Mariposa County Creative Placemaking Strategy

Attachment: 220130 Caltrans Grant Application__ (RES-2022-350 : Combined Caltrans Grant Agreements // Gateways)

Advisory Committee, which is an official, Brown Act-compliant committee appointed by the Board of Supervisors to provide guidance and make recommendations on public art and design issues in the county.

4. SCHEDULE, PHASES & PUBLIC ENGAGEMENT ACTIVITIES

Proposal Phase	Design Phase
Target date for completion of Proposal Engagement Activities: 2/28/22	Target date for completion of Design Engagement Activities: 9/30/22
Outreach and Engagement activities during the proposal phase: • Develop initial concepts with project steering committee •	Outreach and Engagement activities during the design phase: • Refine initial concepts with project steering committee and consultant team • Public meetings on initial concepts • Online survey on initial concepts • Public meetings on refined concepts • Online survey on refined concepts

5. DOCUMENTING ENGAGEMENT RESULTS

Describe how the outcome of the engagement activities are documented. Explain how the activities will be tracked, compiled, and analyzed. Describe the plan for integrating the results into the project.

At each milestone in the public engagement process, the project team will produce a summary memo documenting the decisions made at that phase. The memo will synthesize the key points into takeaways for the next step in the project development process, including a plan for integrating community input and related decisions into the final design.

6. PERFORMANCE METRICS

Describe how performance metrics will be collected and analyzed. Consider using sign-in sheets, polling, surveys, social media analytics, and digital data to support the performance metrics support.

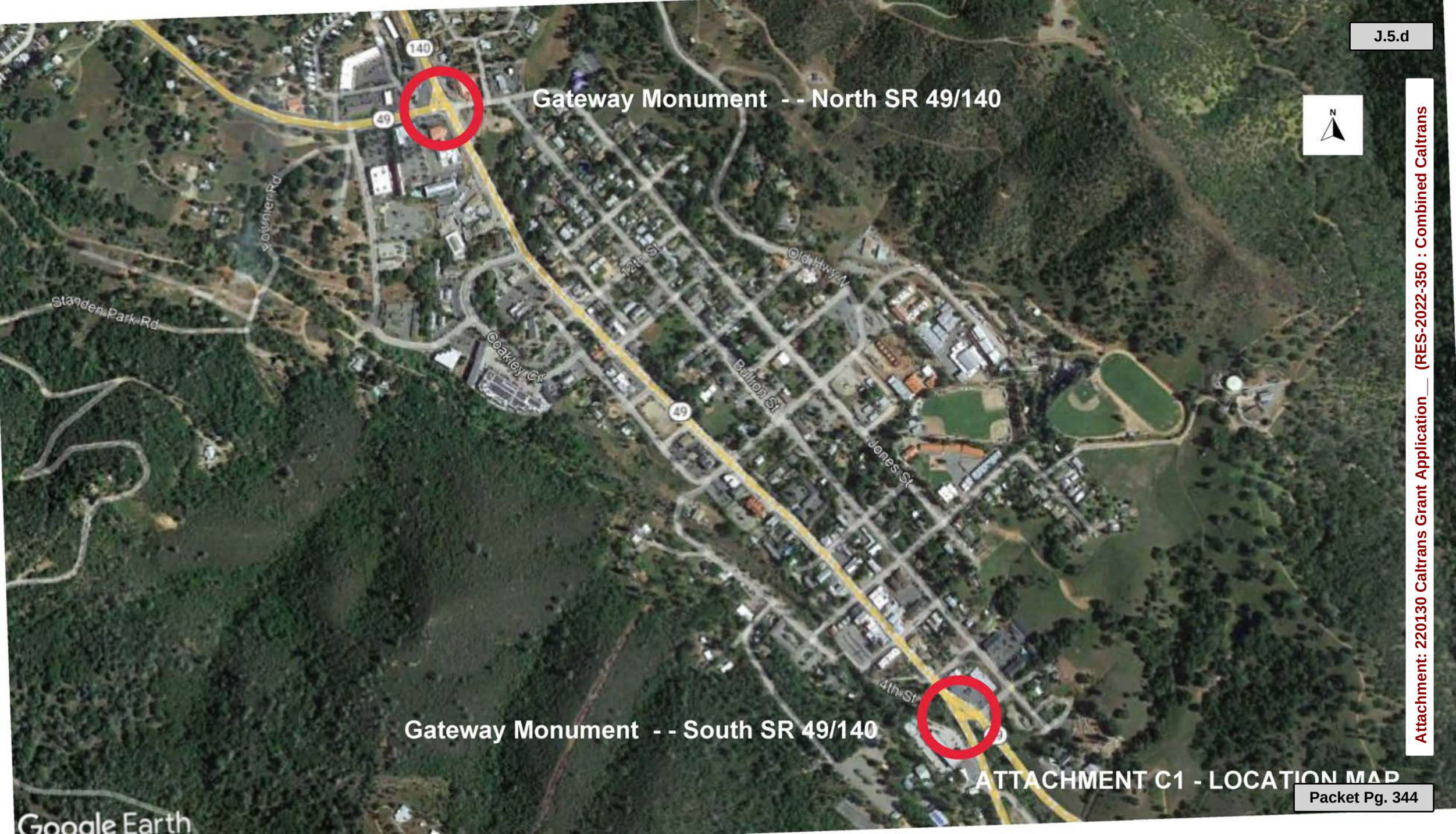
The engagement plan relies on both in-person and digital techniques, enabling the project team to both cast a wider net throughout the community and providing multiple opportunities to track the performance of the engagement approach. In the digital space, this includes the use of online surveys and social media analytics, while in the physical space this includes using sign-in sheets to both track participation and collect participants' contact information for follow-up.

7. MODIFICATIONS TO THE PUBLIC ENGAGEMENT PLAN

Describe modifications to the PEP that took place through the project.

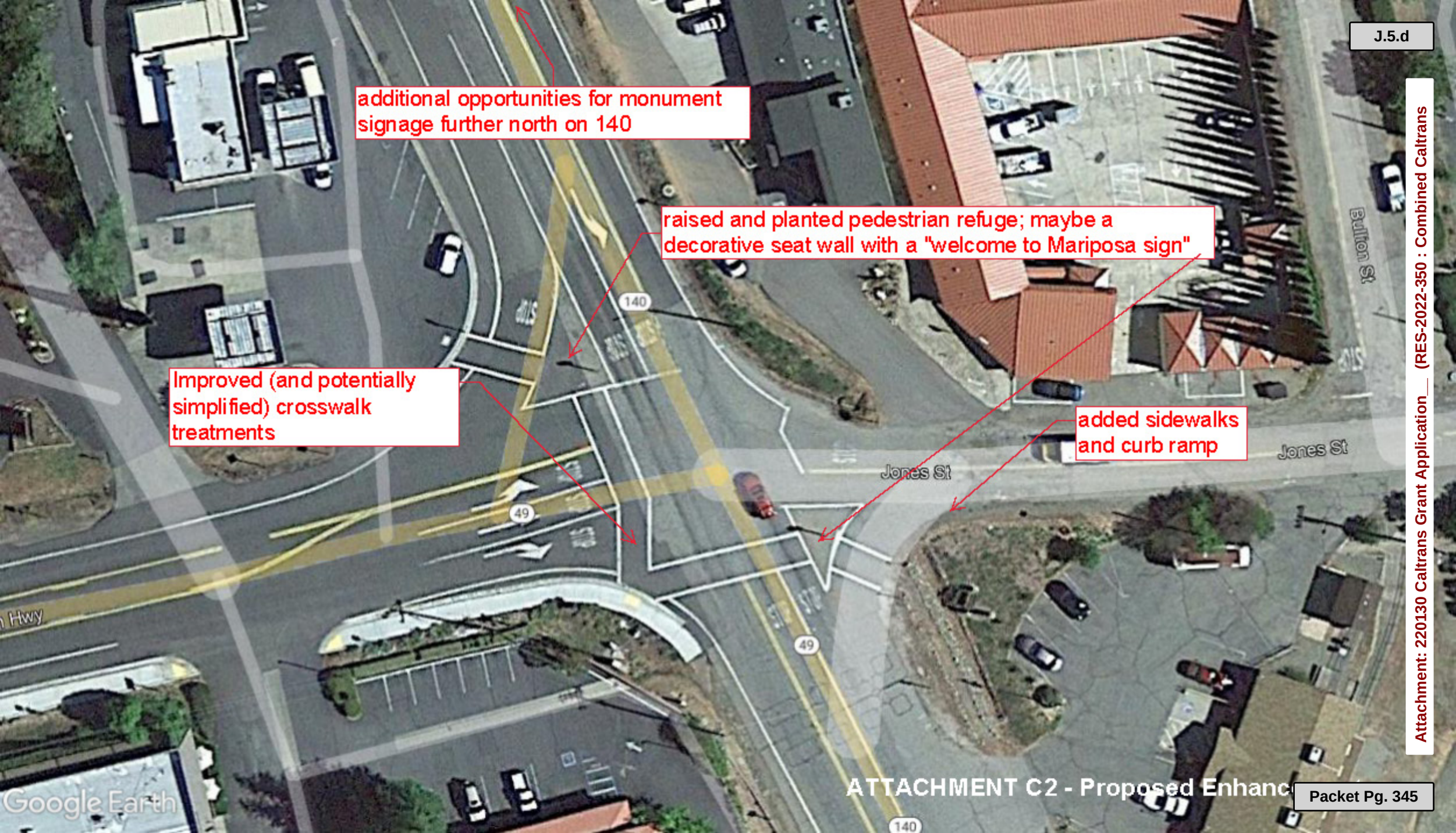
No modifications have been made to the PEP.

Attachment: 220130 Caltrans Grant Application__ (RES-2022-350 : Combined Caltrans Grant Agreements // Gateways)



ATTACHMENT C1 - LOCATION MAP

Attachment: 220130 Caltrans Grant Application__ (RES-2022-350 : Combined Caltrans



ATTACHMENT C2 - Proposed Enhanc









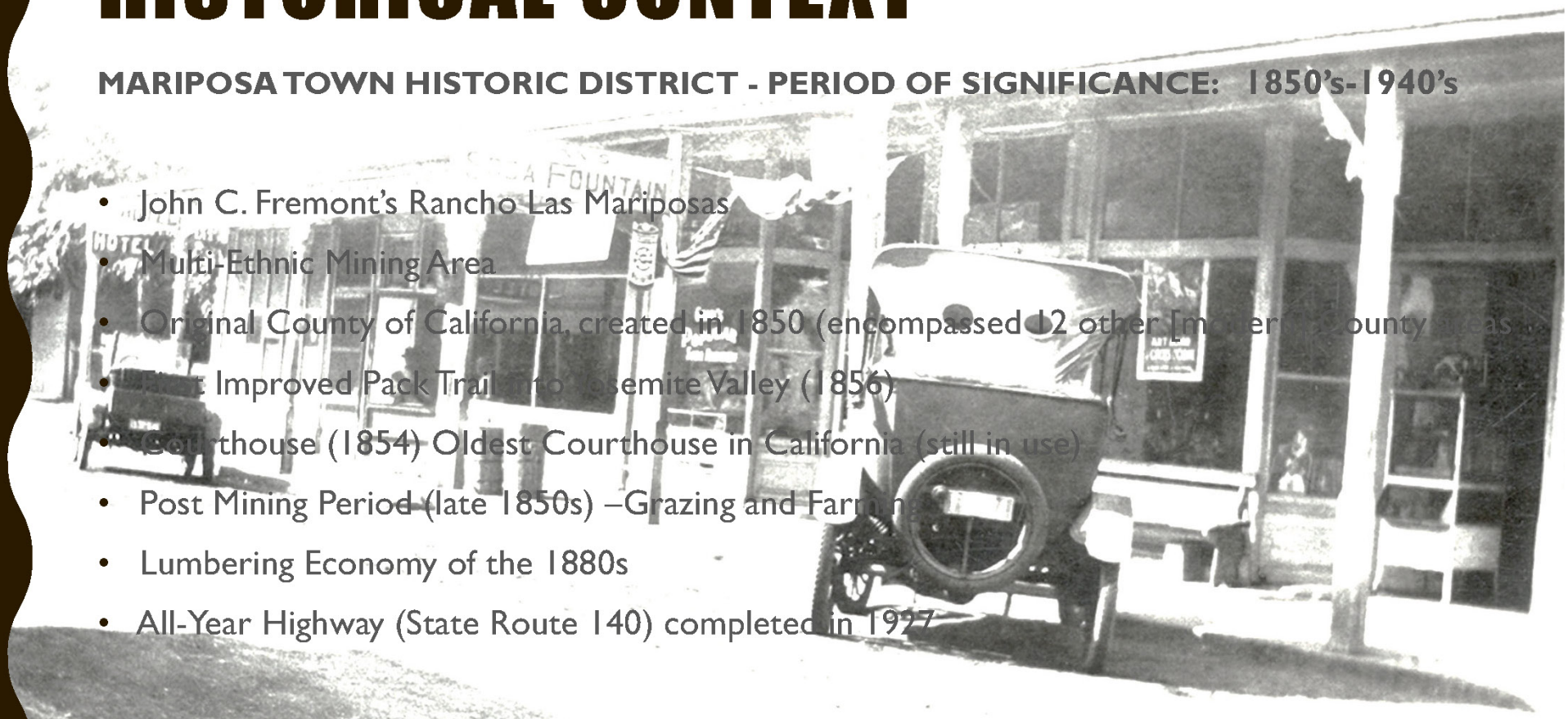


ATTACHMENT C3 – EXAMPLE GATEWAY

Attachment: 220130 Caltrans Grant Application__ (RES-2022-350 : Combined Caltrans Grant Agreements // Gateways)

HISTORICAL CONTEXT

MARIPOSA TOWN HISTORIC DISTRICT - PERIOD OF SIGNIFICANCE: 1850's-1940's



- John C. Fremont's Rancho Las Mariposas
- Multi-Ethnic Mining Area
- Original County of California, created in 1850 (encompassed 12 other [illegible] County [illegible]as)
- [illegible] Improved Pack Trail into Yosemite Valley (1856)
- Courthouse (1854) Oldest Courthouse in California (still in use)
- Post Mining Period (late 1850s) –Grazing and Farming
- Lumbering Economy of the 1880s
- All-Year Highway (State Route 140) completed in 1927

Picture Source: http://www.mariposaresearch.net/

Attachment: 220130 Caltrans Grant Application__ (RES-2022-350 : Combined Caltrans Grant Agreements

Attached is a final copy of Clean Calif State Beautify Project 10-1P570 - Mariposa Gateway Project

Final Audit Report 2022-01-09

Created:	2022-01-07
By:	Sam Sherman (s140014@dot.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAATzs2nl1tXhtnAtxSISwhlptVUcSueZL

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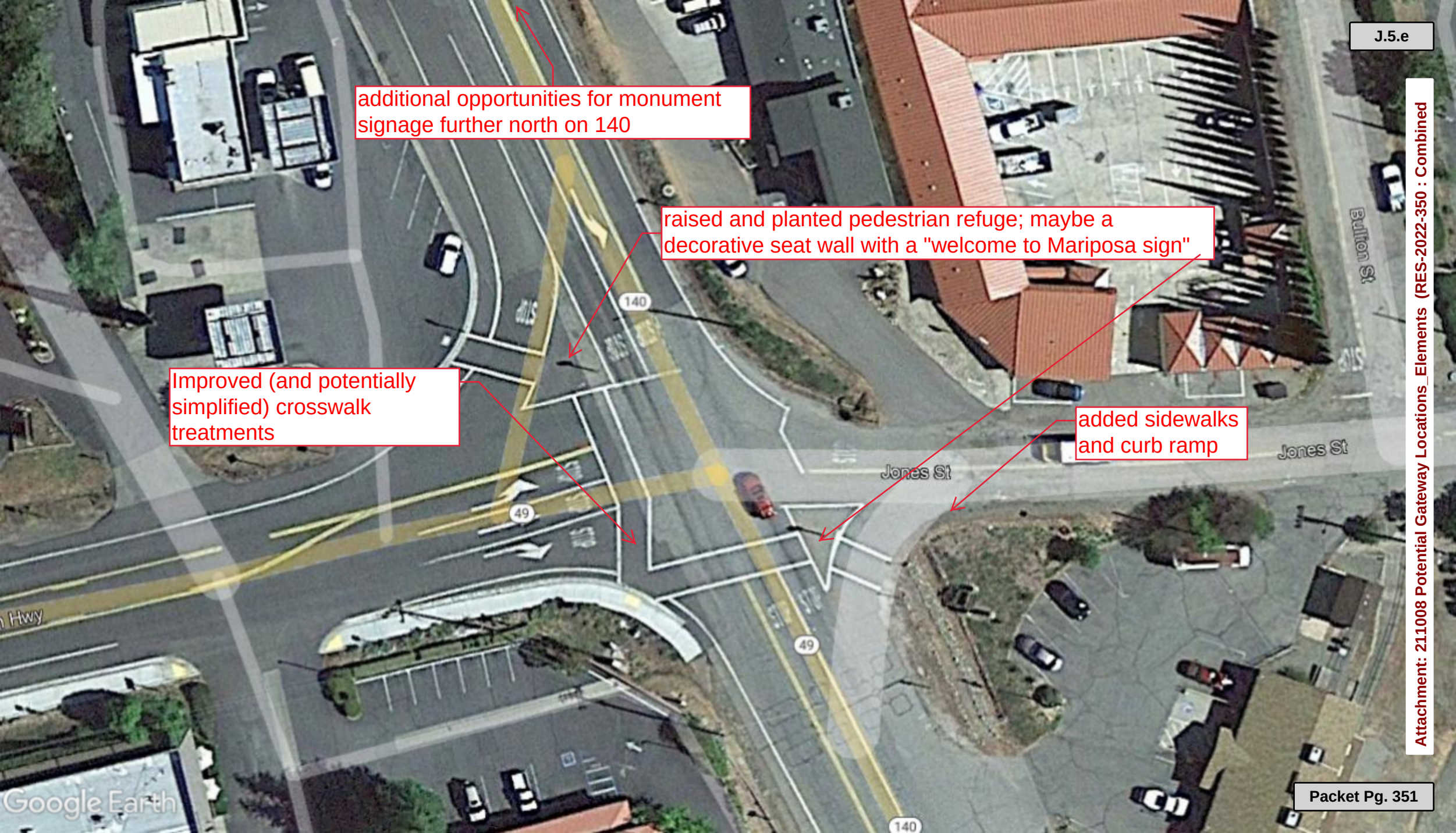
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POWERED BY
Adobe Sign


140
49
Standen Park Rd
Coakley Ct
12th St
Old Hwy 49
Bullion St
Jones St
4th St
Google Earth


additional opportunities for monument signage further north on 140
raised and planted pedestrian refuge; maybe a decorative seat wall with a "welcome to Mariposa sign"
Improved (and potentially simplified) crosswalk treatments
added sidewalks and curb ramp
Jones St
Jones St
Bullion St
140
49
49
140
Google Earth


raised and planted pedestrian refuge; maybe a decorative seat wall with a "welcome to Mariposa sign"
Enhanced planting area and stormwater BMP
additional opportunities for monument signage further south on 140 and 49
4th St
4th St
Bullion St
49
49
140
Google Earth

RECOMMENDED ACTIONS // CREATIVE PLACEMAKING STRATEGY

BASED ON COMMUNITY INPUT AND GUIDANCE, THE CREATIVE PLACEMAKING STRATEGY RECOMMENDS IMPLEMENTING A SERIES OF ARTISTICALLY AND THEMATICALLY CONSISTENT MURALS TH LL THE STORY OF MARIPOSA COUNTY THROUGH ITS LANDSCAPE--INCLUDING THE PLANTS, ANIMALS, NATURAL PROCESSES, AND RELATED INDIGENOUS TRADITIONS AND PRACTICES THAT MAKE TH UNTY UNIQUE.



1 COUNTY-WIDE MURAL PROJECT

Murals are a classic creative placemaking intervention, and can offer effective, economical, and low-barrier opportunities to achieve a range of community building objectives. Many places in the region and throughout California, including Bishop, Stockton, and Modesto, have significant mural programs with some recognizable works, and indeed, the Town of Mariposa has several highly visible murals that are well-known in the community.

For these reasons, it is perhaps not surprising that murals were the most frequently referenced and recommended project type among survey respondents, who see murals as a way to provide "...more opportunities to experience visual art outside of gallery walls."

Respondents also embrace murals as a way to animate the public realm and address the issue of "too many blank walls" in certain parts of the county. This approach could be highly effective in the Town of Mariposa, where the relatively developed built environment is most appropriate for a high density of murals.

Beyond town, though, a coordinated countywide mural project could be extremely effective at satisfying the community's core creative placemaking goals. In addition to democratizing access to art and enlivening key areas of the county, a cohesive countywide mural project could also help capture the richness and diversity of communities, landscapes, and lifestyles throughout the county. Coordinating murals in places like Mariposa, Coulterville, Catheys Valley, Hornitos, Midpines, Fish Camp and elsewhere would allow for artists (or perhaps a single artist) to produce works that resonate with those communities' unique, individual senses of place, while applying a consistent aesthetic or thematic style that links them together as places within the larger county. This approach could also encourage visitors and residents to visit murals in communities where they might not typically travel to, promoting a broader knowledge about Mariposa County, and helping to distribute spending to places that currently see li visitation.

Due to their high visibility and scale, individual mural can become controversial, and in some cases, even b construed as antithetical to the community's overall creative placemaking visior Additionally, since consiste is so critical to the succes countywide mural project, be paramount for murals t subject to review from a qu authorized body. Considera must also be made for the maintenance and replacem murals that are defaced or to be transitioned out.

RIGHT
Sierra Nevada Big Horn Sheep, Migrating Mural
Inkdwell Studio, Mount Williamson Hotel, Independence, California

One of six installations along the 120-mile stretch of California Hwy 395 highlighting the Sierra Nevada Big Horn Sheep. Found only in California Sierra Nevada Mountains and one of three big horn species, the sheep's population plummeted to around 100 individuals in the 1990's due to domestic sheep disease. These murals recognize conservation efforts that have successfully brought the sheep population back up to more than 500 sheep.

Attachment: 220321 Attachments_Local Plans (RES-2022-350 : Combined Caltrans Grant Agreements //

RECOMMENDED ACTIONS // CREATIVE PLACEMAKING STRATEGY (CONT'D)

Attachment: 220321 Attachments_Local Plans (RES-2022-350 : Combined Caltrans Grant Agreements //



RIGHT
Six Stages of Banksia Baxteri
Amok Island

The PUBLIC Silo Trail has created artworks by local and international artists on public walls and grain silos across Western Australia. This artwork encircles the three silos infinitely; the final silo marks the beginning once again of the first, making a connection with the cycle of the seasons and grain farming processes the Ravensthorpe area is known for.

Next (or First) Steps & Potential Funding Sources

While it may be beneficial to conduct a dedicated planning effort to organize implementation of this recommendation, it may not be necessary for a successful project. Many project components, including establishing aesthetic or thematic guidelines for contributing murals and determining a maintenance program could be supported by targeted planning work, but these tasks could also be achieved by Planning Department, or Arts Council staff, or even by the CPSAC. Additionally, many sites for potential mural locations have already been identified through the development of the Creative Placemaking Strategy (Appendix C), and though others may be added later on in the implementation process, the current roster of sites provide ample opportunities throughout the county to at least initiate the mural project in the short-term. Immediate next steps could be to engage with public or private property owners of sites that have been identified as potential mural locations to determine their interest in participation, and secure necessary agreements with property owners for mural implementation.

Funding will then be necessary to compensate artists for individual murals, and to support their maintenance. Potential funding sources for these activities include local funding sources, such as the Mariposa County Probation Department's Local Innovation Grant, the Mariposa Community Foundation, and local fundraising and sponsorship activities. Additionally, if this project were connected to arts learning, funding could be available through various state arts education grants. Larger funders, such as the California Arts Council or National Endowment for the Arts, could also be tapped to fund larger countywide mural projects that explore deep social justice themes and center artists that represent marginalized or disadvantaged groups, including artists who are black, indigenous, and/or people of color. It's noteworthy that the Arts Council's 2020 grant from the California Arts Council's Innovations and Intersections grant program could be used to fund one or several murals related to this recommendation that could catalyze or prototype future pieces in the series.

Roles

If project partners decide to pursue a strategic plan for this recommendation, then the Planning Department will likely have a sizable role to play at the outset. If not, or once the strategic planning effort is complete, the primary leaders for implementing this recommendation will likely be the Arts Council and CPSAC. Potential supporters include the Yosemite/Mariposa County Tourism Bureau and, depending on specific mural locations, affected Mariposa County agencies, such as Parks and Recreation.

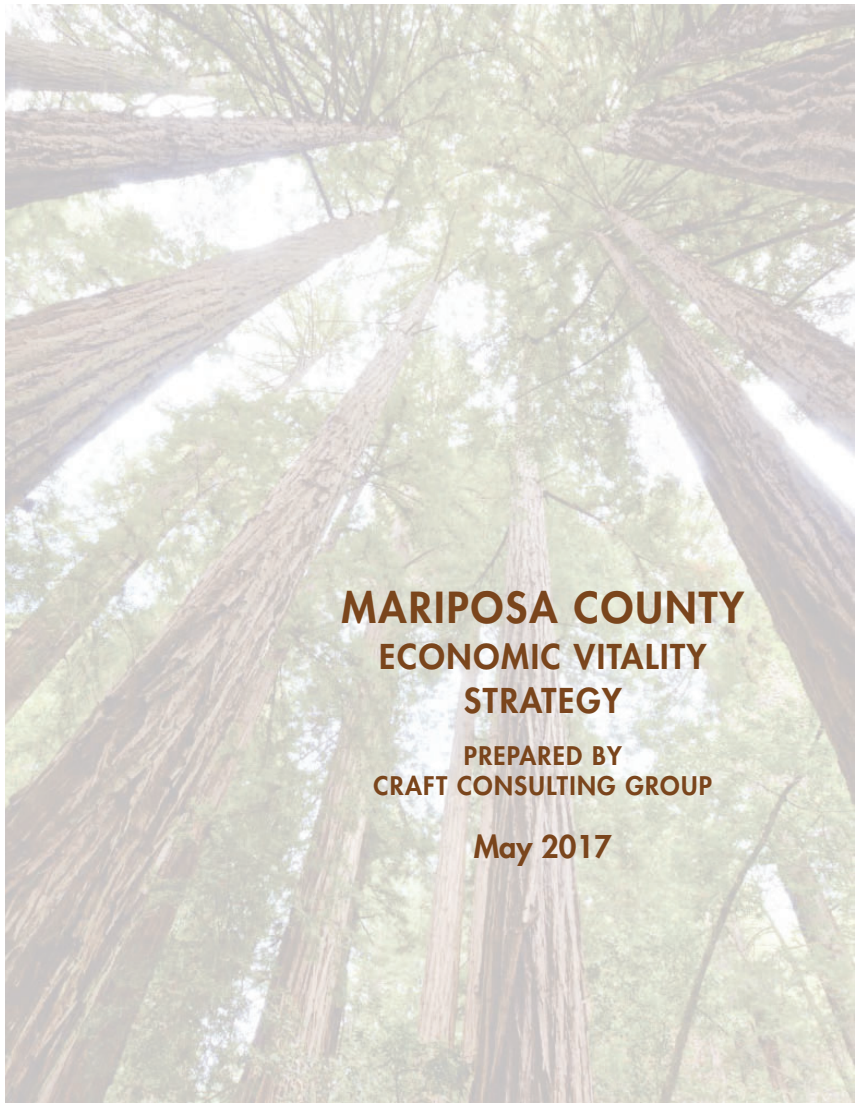


RIGHT
Comfort, 2017
Dave Young Kim, Reno NV

Before and during World War II, the Japanese army took hundreds of thousands of girls, mostly from Korea, China and the Philippines, as "comfort women" or sex slaves often as young as age 13. The smile symbolizes the innocence that was lost and the pink carnation says we will never forget. This mural responds to the fact that while prostitution is illegal in Reno, sex trafficking is a rampant issue in the city.

ECONOMIC DEVELOPMENT PRIORITY

IN ADDITION--AND INDEED, PARTIALLY BECAUSE OF--ITS ACTIVE TRANSPORTATION AND STORYTELLING BENEFITS, THE PROPOSED PROJECT HELPS IMPLEMENT RECOMMENDATIONS IN MARIPOS UNTY'S ECONOMIC VITALITY STRATEGY, WHICH RECOMMENDS THE PROJECT AS A CONTEXT-SENSITIVE TOOL FOR PROMOTING COMMUNITY VIBRANCY, BUSINESS INVESTMENT, AND JOB GROWTH.



GOAL #5: PROMOTE VIBRANT COMMUNITIES & TOWN CENTERS IN WHICH TO LIVE, WORK, & PLAY

Strategic Initiative #5: Develop and adopt **Placemaking Principles** to create authentic, vibrant town centers consistent with the community's heritage that will strengthen existing businesses, attract new investment, and provide residents and visitors alike a high quality of life with a variety of cultural, entertainment, shopping, culinary, and recreational experiences.

OBJECTIVE 5.1: PROTECT AND ENHANCE MARIPOSA COUNTY'S QUALITY OF LIFE AND HERITAGE THROUGH DEVELOPMENT OF VIBRANT COMMUNITIES AND TOWN CENTERS THAT ATTRACTS NEW BUSINESS INVESTMENT, FACILITATES JOB GROWTH, AND ENHANCES ECONOMIC PROSPERITY CONSISTENT WITH LOCAL CULTURE AND AESTHETICS.

Action 5.1.1: Extend and complete the **Mariposa Creek Parkway** trail system for walkin and biking from the existing segment to the cemetery near Joe Howard Street and the Highway 49/140 intersection with connections to the Stockton Creek trail preserve on the north side of Mariposa extending to the fairgrounds on the south and into downtown Mariposa.

Action 5.1.2: Maintain **Attractive Streetscapes and Public Area Appearances** in town centers by making targeted investments in key infrastructure, making improvements to storefronts, and maintaining attractive, well-maintained streetscapes.

ACTION STEPS

- Develop and implement **Downtown Specific Plans** for the towns of Mariposa and Coulterville, which include a land use and building survey, conceptual plans and design guidelines. The plans should be in keeping with their historical character to create unique and identifiable downtowns that are economically vibrant, pedestrian-oriented, and serve as a destination for local residents and visitors alike.
- Utilize the County Public Works Department and volunteers to clean and maintain public areas in the downtown areas of Mariposa and Coulterville. Hold annual clean-up days with the support of local businesses and community organizations.
- Adopt and implement a **Main Street Program** for historic town centers in Mariposa and Coulterville that create an authentic look and feel consistent with the community's heritage to attract residents and visitors alike for socializing, relaxing, shopping, dining, exploring, an entertainment. Investigate funding sources including grants from the National Trust Preservation Fund.

Action 5.1.3: Work to increase the **Diversity of Recreational Opportunities** in the county to expand and enhance the quality of life for local residents and visitor experience as identified in the Parks and Recreation Master Plan, and the Conservation and Open Space, and Regional Tourism Elements of the General Plan.

Attachment: 220321 Attachments_Local Plans (RES-2022-350 : Combined Caltrans Grant Agreements //

MARIPOSA COUNTY

Probation · (209) 966 3612

RESOLUTION - ACTION REQUESTED 2022-351

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Approve MOU Between the County and the Superior Court of California, County of Mariposa

---

RECOMMENDATION AND JUSTIFICATION:

Approve a three year retroactive Memorandum of Understanding (MOU) with the Superior Court of California, County of Mariposa, for a Pretrial Release Program effective July 1, 2021, through June 30, 2024, for a total amount not to exceed $600,000; authorize the Board of Supervisors Chair to sign the MOU; and approve Pretrial expenditures.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Senate Bill (SB) 129 appropriated $140,000,000 to the Judicial Council to fund the implementation and ongoing operation of court programs and practices that promote the safe, efficient, fair and timely release of individuals booked into jails. The purpose of this funding is to provide courts with information and resources to support; (a) judicial officers in making pretrial release decisions that impose least restrictive conditions to address public safety and return to court; and (b) implementation of appropriate monitoring practices and provisions of services for released individuals.

Of the $140,000,000, a total of $70,000,000 is available to provide support and local assistance to each of the forty-one (41) superior courts that did not receive Pretrial Pilot Program funding. Mariposa County Superior Court was included in that count. The allocation was based on each county's relative proportion of the state population that is 18 through 25 years of age. These funds are considered onetime expenditures and shall be available for encumbrance or expenditure until June 30, 2024.

Thus, Probation has partnered with the Mariposa Superior Court to provide pretrial services which include but are not limited to, a Deputy Probation Officer (DPO) III position, implementation and utilization of a validated risk assessment tool that shifts away from a decision-making process based on a defendant's financial resources to one that prioritizes a defendant's risk of pretrial failure, expansion of pretrial services, remote check ins, relevant training, referrals to programs and services, alcohol monitoring as required, and enhance technology to facilitate information exchange and

process automation between the cases management systems of the Court and Probation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not support the MOU, the Court will not be able to partner with the Probation Department or any other county agency to conduct risk assessments and perform pretrial services.

FINANCIAL IMPACT:
No impact to the general fund. One-time funding and anticipated ongoing future funding allocations by the Judicial Council to the Court under the provisions of SB 129.

ATTACHMENTS:
SB 129 Mariposa MOU (Revised 5-13-22) (PDF)
MEMO FOR ROUTING Agreement Superior Court 7-1-2021 thru 6-30-2024 (PDF)

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

Attachment: SB 129 Mariposa MOU (Revised 5-13-22) (RES-2022-351 : Approve MOU Between the County and the Superior Court of California,

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF MARIPOSA AND
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF MARIPOSA

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into, by and between the County of Mariposa (hereinafter referred to as "County"), and the Superior Court of California, County of Mariposa, (hereinafter referred to as "Court") for services to be provided by the Mariposa County Probation Department (hereinafter referred to as "Probation"), (collectively, "the Parties").

WHEREAS, Court is to receive funding from the Judicial Council of California ("Judicial Council") for the Pretrial Services Program ("Program") under SB 129 of the Budget Act of 2021; and

WHEREAS, Court has declared its intent to contract with Probation for pretrial services, including risk assessments, of individuals booked into the County's jail ("Defendants") as authorized by the Budget Act of 2021; and

WHEREAS, Probation has experienced and qualified staff and contracts with service providers capable of delivering pretrial services to eligible individuals; and

WHEREAS, it is the intent of the Parties that such services be in conformity with the Program and all applicable federal, state and local laws.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties hereby enter into this Agreement for the provision of pretrial services under the following terms and conditions:

PURPOSE AND INTENT: To enable County, through Probation, to provide pretrial services.

GOALS OF THE PRETRIAL SERVICES PROGRAM: Increase the safe, efficient, timely and fair pretrial release of Defendants booked into jail by expanding own-recognizance ("OR") and the least restrictive interventions as appropriate; and

Assess Defendants using pretrial risk assessment tools prior to the bail review hearing; and

Expand the use and validation of pretrial risk assessment tools that make their factors, weights, and studies publicly available; and

Expand and increase the use of existing and new technological systems related to the Program; and

Assess any disparate impact or bias that may result from the implementation of these tools to better understand and reduce biases based on race, ethnicity, and gender in pretrial release decision-making.

RESPONSIBILITIES:

1. COUNTY RESPONSIBILITIES

County will perform the following services:

A. Conduct assessments to evaluate Defendants using the Arnold Ventures – Public Safety Assessment Tool. The pretrial assessment will be completed prior to the scheduled bail review hearing with Court.
B. Expand the existing pretrial services.
C. Contact assigned judges to review recommendations for own-recognizance ("OR") releases.
    i. The Deputy Probation Officer will provide to the Mariposa County Sheriff's Office the decision of the assigned judge whether the Defendant is to be released on OR, released on OR with conditions, or be detained.
    ii. For Defendants who remain detained and are subsequently charged by the District Attorney's Office, the Deputy Probation Officer will conduct a full pretrial investigation and will provide Court with a pretrial release report.
D. Attempt to obtain current cellular phone numbers and email addresses from Defendants.
E. Make referrals to programs and service for Defendants who may benefit from them, based upon the assessments.
F. Make electronic monitoring available, if any, for Defendants who score higher on the Risk Assessment Systems-Pretrial Assessment Tool.
G. Establish Self-Check In services available to Defendants who score lower on the Risk Assessment Systems-Pretrial Assessment Tool.
H. Make Secure Continuous Remote Alcohol Monitor (SCRAM) devices available for Defendants who require alcohol monitoring.
I. Send representatives to steering committee meetings with Court, District Attorney, Public Defender, Probation, and Sheriff's Office.
J. Send representatives to attend relevant training regarding pretrial services.
K. Create and add to its case management system a new pretrial screen to allow Pretrial Risk Assessment and Monitoring Service staff to start capturing all pretrial services related data through Tyler Supervisions Systems.
L. Provide Court with requested data elements pursuant to Judicial Council and legislative requests.

2. COURT RESPONSIBLITIES

Court will perform the following services:

A. Manage data reporting requirements under the terms of the SB 129 Budget Act of 2021.
B. Provide a judicial officer at the pretrial hearings.
C. Send representatives to steering committee meetings with County, District Attorney, Public Defender, Probation, and Sheriff's Office.
D. Send representatives to attend relevant training regarding pretrial services.

Attachment: SB 129 Mariposa MOU (Revised 5-13-22) (RES-2022-351 : Approve MOU Between the County and the Superior Court of California,

E. Provide a Court clerk who will collect and process the pretrial reports and recommendations prepared by the Deputy Probation Officer, send electronic reminders of court hearings to Defendants, and interact with Defendants regarding outstanding bench warrant(s) for failure to appear.

3. MUTUAL RESPONSIBILITIES

A. Court and County agree that they will establish mutually satisfactory methods for exchange of such information as may be necessary in order that each party may perform its duties and functions under this Agreement and appropriate procedures to ensure that all information is safeguarded from improper disclosure in accordance with applicable state and federal laws and regulations.
B. Court and County agree that they will establish mutually satisfactory methods for problem resolution up through the Court's and Probation's respective chains of command, as deemed necessary.

4. GENERAL TERMS

A. Term – The term of this Agreement begins on the date this Agreement is approved by County's Board of Supervisors and signed by the Court and County and ends June 30, 2024. This term may be extended through written amendment signed by the Parties. Electronic signatures are accepted.
B. Termination – Each party has the right to terminate this Agreement upon 60 days' prior written notice to the other party.
C. Alteration of Terms – It is mutually agreed that this Agreement may be modified or amended only upon written mutual consent of the Parties hereto.

5. COMPENSATION TO COUNTY

A. Court will compensate County for employee salaries and benefits, services and supplies, and training utilized for the expansion of pretrial services. The total compensation under this Agreement is not to exceed $600,000.

1. Fiscal Year 2021-22: The budget for the first year of this Agreement is $200,000. Starting January 1, 2022, the County will invoice Court by the 10th of each quarter for the preceding quarter(s) for a quarterly total not to exceed $50,000. Invoices will include all back-up documentation. Court will make payment no later than 30 days after receipt of a properly completed County invoice.

2. Fiscal Year 2022-23 and Fiscal Year 2023-24: The budget for the second and third year of this Agreement is $200,000 each year. County will invoice Court by the 10th day of each quarter for the preceding quarter for a quarter total not to exceed $50,000. Invoices will include all back-up documentation. Court will make payment no later than 30 days after receipt of a properly completed County invoice.

Attachment: SB 129 Mariposa MOU (Revised 5-13-22) (RES-2022-351 : Approve MOU Between the County and the Superior Court of California,

3. Any unused Court SB 129 funds will be made available to compensate County, with pre-approval of Court, for any additional costs which exceed the designated funding allocation.

B. Invoices shall clearly indicate and include:

- County's name, address, and remittance address, if different from the mailing address.
- Probation's accounting contact name, telephone, and e-mail address.
- The fiscal year of the Agreement, and the program title (Pretrial Services Program).
- The amount of reimbursement requested for each line item of expenses as described in Exhibit A, "Work to be Performed" attached hereto, or other expenses as allowed by Court and the Judicial Council, including a total amount.
- All pertinent back-up documentation, including, but not limited to, time studies for staff who do not work exclusively on the Program; copies of paid invoices for services and supplies purchased, including invoices for outside professional services.
- The signature(s) of the authorized County official(s).
- The total billing amount requested.
- The following certification: I hereby certify under penalty of perjury that the amount billed above is true and correct in accordance with the Pretrial Services Program Agreement.

County shall submit invoices to:

Mariposa County Superior Court
Fiscal Services, Attn. Accounts Payable
P.O. Box 316
Mariposa, CA 95338

6. RIGHT TO MONITOR AND AUDIT

County agrees to permit Court and the Judicial Council or any of their duly authorized representatives to have access to and to examine and audit any pertinent books and records related to this Agreement.

7. MODIFICATION OF AGREEMENT

Notwithstanding any of the provisions of this Agreement, the Parties hereafter, by mutual consent, may agree to modifications hereof or additions hereto, in writing, which are not forbidden by law. This includes any modifications required as a result of legislation and/or realignment. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties, and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

Attachment: SB 129 Mariposa MOU (Revised 5-13-22) (RES-2022-351 : Approve MOU Between the County and the Superior Court of California,

Attachment: SB 129 Mariposa MOU (Revised 5-13-22) (RES-2022-351 : Approve MOU Between the County and the Superior Court of California,

8. RECORDS AND INSPECTIONS

A. County shall keep fiscal, Program, and management records. Fiscal records shall be kept in accordance with generally accepted accounting procedures.
B. County shall maintain all records pertaining to service delivery and all fiscal, statistical, and management books and records pertaining to the Program locally (within the County). Records shall be available for examination and Court and Judicial Council audit for a period of four years after final payment under this Agreement or until audits are completed and settled, whichever is later. Program data shall be retained and made available upon request or turned over to Court. Failure to maintain acceptable records per the requirements is grounds for termination of this Agreement.
C. Court shall have reasonable access to such records during regular business hours until the expiration of four (4) years after the furnishing of services and the right to examine and audit the same and to make transcripts thereof, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

9. COMPLIANCE WITH STATE LAWS AND REGULATIONS

County and Court agree to comply with all state laws and regulations that pertain to these services including constructions, health and safety, labor, fair employment practice, equal opportunity, and all other matters applicable to Court and County, their sub-grantees, contractors, or subcontractors, and their work.

10. SEVERABILITY

If any provision of this Agreement or the application thereof to any person, entity or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the extent permitted by law.

11. INDEMNIFICATION

Court shall indemnify, defend and hold harmless County, its officers, employees and agents from and against any and all liability, expense including defense cost, legal fees, and claims for damages of any nature whatsoever, including but not limited to personal injury or damages arising from or related to Court's negligent or wrongful acts or omissions in the performance of services or provisions pursuant to this Agreement, including but not limited to any worker's compensation suits, or expense arising from or connected with services. Court shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liabilities arising from Court representatives not providing pertinent employee benefit information to Court employees or providing inaccurate and/or improper employee benefit information to Court employees.

County shall indemnify, defend and hold harmless Court, its officers, employees and agents from and against any and all liability, expense including defense cost, legal fees, and claims for damages of any nature whatsoever, including but not limited to personal injury or damages arising from or related to County's negligent or wrongful acts or omissions in the performance of services or provisions pursuant to this Agreement, including but not limited to any worker's compensation suits, or expense arising from or connected with services. County shall indemnify, defend, and hold harmless Court, its officers, employees and agents from and against any and all or liabilities arising from County representatives not providing pertinent Court employee benefit information to Court or providing inaccurate and/or improper employee benefit information to Court employees.

12. NOTICES

Any notices herein provided to be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid or by giving such notice by personal service addressed as follows:

COUNTY c/o	COURT c/o
County Administrative Officer, or designee P.O. Box 784 Mariposa, California 95338	Court Executive Officer, or designee P.O. Box 316 Mariposa, California 95338

13. APPLICABLE LAW

The Parties agree that this Agreement and all documents issued or executed pursuant hereto and the rights and obligations of the Parties thereunder is subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance.

Notwithstanding any other provisions of this Agreement, any dispute concerning any questions of fact or law arising under this Agreement, which is not disposed of by agreement between the Parties, shall be decided by a different court of competent jurisdiction of the State of California, other than the Superior Court in the County of Merced.

14. WAIVER OF TERMS

No waiver of any term, condition, or covenant of this Agreement, by either party shall be deemed as a waiver of any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof.

15. PERSONNEL

It is expressly understood that Court employees are not employees of County.

Attachment: SB 129 Mariposa MOU (Revised 5-13-22) (RES-2022-351 : Approve MOU Between the County and the Superior Court of California,

16. EQUAL EMPLOYMENT OPPORTUNITY

County and Court shall comply with U.S. Executive Order 1126 entitled, "Equal Employment Opportunity", as amended by U.S. Executive Order 11375, and as supplemented in U.S. Department of Labor Regulations (41 CAR Part 60).

17. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF MARIPOSA

By: _____

Michael A. Fagalde
Presiding Judge
Superior Court of California, County of Mariposa
State of California

COUNTY OF MARIPOSA

By: _____

Rosemarie Smallcombe
Chairperson

APPROVED AS TO LEGAL FORM:

By: _____

Steven W. Dahlem
County Counsel

Attachment: SB 129 Mariposa MOU (Revised 5-13-22) (RES-2022-351 : Approve MOU Between the County and the Superior Court of California,

Attachment: SB 129 Mariposa MOU (Revised 5-13-22) (RES-2022-351 : Approve MOU Between the County and the Superior Court of California,

EXHIBIT A

WORK TO BE PERFORMED

1. PROGRAM REQUIREMENTS

A. Court, in partnership with Probation, is responsible for ensuring that the following Pretrial Services Program ("Program") requirements are met:

i. A pretrial risk assessment shall be conducted on all eligible persons booked into and detained in actual jail custody on new charges and who are not otherwise released under existing release policies.

ii. Assessment and release decisions shall be completed prior to arraignment for those who are eligible for release without a hearing.

iii. Assessment information shall be provided to Court prior to arraignment for those whom a hearing is required.

iv. Persons deemed ineligible for bail under Article I of the California Constitution shall not be assessed.

v. Each arrested person who is eligible for release on bail under current law shall be entitled at any time to post bail as specified in the county bail schedule or for the amount set on an arrest warrant, or as otherwise set by Court whether or not a risk assessment has been completed.

vi. Monitoring of those released pre-arraignment and pretrial shall be implemented with the least restrictive interventions and practices necessary to enhance public safety and return to court.

vii. The Program shall be implemented by Court, in partnership with Probation, on a countywide basis.

2. GENERAL APPROVED USE OF AWARD FUNDS

A. Court is responsible for the use of funds for the Program. Acceptable uses of Program funds by Probation include the following:

i. Salary and benefits for Probation employees necessary to meet the operational requirements of the Program.

ii. Technology costs to facilitate information exchanges and process automation between justice system partners. These costs may include software implementation and licensing; professional services for development, integration, data collection and cleaning, and other related professional services; necessary hardware including tablets, computers, servers, etc.

iii. Registration fees for trainings and conferences, with proof of attendance, that are directly related to the Program.

iv. Equipment, defined as non-expendable items costing $5,000 or above, shall be clearly related to the Program objectives and directly contribute to Program activities.

v. Purchase, production, or reproduction of educational and training materials.

vi. Costs of pretrial release support services given to Program participants. Support may only be provided for transportation (bus, gas and other transportation passes) and emergency food support. Funds shall not be distributed as cash. Probation shall maintain and provide to Court both proof of purchase and proof of distribution to Program participants.

vii. Anyone other than a Program participant is prohibited from receiving support services.

viii. Costs associated with collecting, maintaining, and reporting required data, including computers, staffing and other costs.

ix. Any other expenses directly related to the Program not listed herein, as properly budgeted and approved by Court.

x. Probation may subcontract for pretrial services, including but not limited to, electronic monitoring and ongoing supervision, assessments, job and educational training, residential or outpatient treatment for mental health or substance abuse/dependence, health screening, transitional/temporary housing, participant travel costs associated with treatment and court appearances, and drug testing, alcohol monitoring, and related supplies.

xi. Probation may subcontract with a consultant for training and technical assistance to assist with implementation of a new pretrial risk assessment tool and adoption of revised pretrial policies and practices. The consultant will provide on-site training with Probation staff and justice system partners and will facilitate a collaborative process to revise and adopt effective, evidence- informed policies.

3. INELIGIBLE USES OF AWARD FUNDS

A. Ineligible use of award funds, except in situations where prior written approval has been obtained from the Judicial Council Program Manager, include but are not limited to:

i. No financial costs may be imposed on released persons for any required conditions or services of pretrial release monitoring.

ii. Duplication of services that are already being provided by a justice system partner.

iii. Food and/or drink of any kind including bottled water and related purified water dispensers.

iv. Gift cards, field trip passes, movie tickets, or other incentives.

v. Membership dues.

Attachment: SB 129 Mariposa MOU (Revised 5-13-22) (RES-2022-351 : Approve MOU Between the County and the Superior Court of California,

vi. Penalties, fines, late fees, licenses, interest, damages, and/or settlements resulting from violations or noncompliance by Program participants.

vii. Costs for fundraising, scholarships, tuition, stipend, contributions and donations, or non-incentive-related gifts.

viii. Entertainment costs such as show tickets, sporting events, and/or any other events.

ix. Participant living expenses including food, utility bills, vehicle expenses, parking, medical insurance premiums, etc.

4. PROGRAM TRAINING

The Judicial Council will host meetings related to pretrial services. Court and Probation shall attend the Pretrial Justice Partner Institute ("PJPI") and attend any future pretrial justice partner trainings.

In addition, Probation may subcontract with a consultant for training and technical assistance to assist with implementation of a new pretrial risk assessment tool and adoption of revised pretrial policies and practices. On-site trainings will be conducted for Probation and Court staff, as well as justice partners, on topics including legal and evidence-based practice in pretrial justice, administering the PSA with high fidelity, and appropriate use of risk assessment within the broader pretrial system.

5. PROGRAM SCHEDULE

Probation shall submit data extracts identified in Exhibit C, "Data Elements Inventory," in a timely manner but no less than 10 days prior to the due date as outlined in Exhibit B, "Schedule of Deliverables."

6. REPORTING AND TRACKING

Data extracts shall be submitted to Court by Probation in CSV or other standard machine-readable format with appropriate data labels and transmitted by a secure file transfer method. Probation shall be responsible for ensuring the data extracts are submitted to Court no less than 10 days prior to the due date as outlined in Exhibit B, "Schedule of Deliverables." Data collection requirements are subject to change by the Judicial Council or Court. Court commits to communicating any such changes to Probation in a timely manner.

7. DATA STORAGE

Court shall store all Program data from Probation on a secure server and shall implement and maintain appropriate administrative, physical, technical, and procedural safeguards against the destruction, loss, misuse, unauthorized disclosure or access, or alteration of Program data.

Attachment: SB 129 Mariposa MOU (Revised 5-13-22) (RES-2022-351 : Approve MOU Between the County and the Superior Court of California,

8. DATA ACCESS AND USE

A. The Judicial Council shall access and use Program data submitted by Court and Probation to fulfill the goals of the Program, including but not limited to reports to the Legislature, the Department of Finance, and the Joint Legislative Budget Committee, and to otherwise comply with law or perform its obligations under this Agreement and its official duties, as permitted by law.

B. If this Agreement expires or terminates, the Judicial Council shall be permitted, in accordance with law, to access, use, and disclose Program data previously submitted by Court and Probation.

C. Upon discovery or reasonable belief of any data breach, Probation or Court shall promptly notify the other party. A "data breach" means any access, destruction, loss, theft, use, modification, or disclosure by an unauthorized third party of confidential or personal Program data in the possession of Court or Probation. The notification shall identify (i) the nature of the data breach; (ii) the data accessed, used, or disclosed; (iii) who accessed, used, disclosed and/or received data (if known); (iv) what Court or Probation has done or will do to mitigate the data breach; and (v) what corrective action Court or Probation has taken or will take to prevent future data breaches.

9. MEASURABLE OUTCOMES

A. Court, in partnership with Probation, is responsible: for ensuring that the Program is fully operational and fulfilling all Program requirements, as set forth in Exhibit A, by June 30, 2022.

B. Probation shall submit Program data extracts, as identified in Exhibit B, to Court according to the timeline set by the Judicial Council, as required to measure the outcomes of the Program. Court shall be responsible for ensuring that the Program data extracts are submitted by each justice system partner, unless otherwise specified by the Judicial Council.

C. The required Program data extracts shall include individual and case level data for all individuals booked into County's jail during each reporting period. Court and Probation shall submit all of the essential data elements as set forth in Exhibit C.

D. The required reporting detailed in this section is vital to the success of the Program. Therefore, failure to provide any and all of the required reports, Program Implementation Plan and Timeline, and Program data extracts, as set forth in Exhibit C in a form that is acceptable to the Judicial Council may result, at the Judicial Council's discretion, in a delay of payment under this Agreement or termination of this Agreement.

Attachment: SB 129 Mariposa MOU (Revised 5-13-22) (RES-2022-351 : Approve MOU Between the County and the Superior Court of California,

10. DATA SYSTEMS AND INTERFACES FOR OPERATIONS

A. Court and Probation will develop and configure data systems and secure data interfaces to support the operation of the Program by June 30, 2022. Specifics regarding data system and interface development scope and roles will be articulated in an addendum to this Agreement, to be signed by the Presiding Judge of the Superior Court and the Chief Probation Officer by May 31, 2022.

B. Probation will work with Tyler Supervision to develop and implement a pretrial assessment tool in a platform allowing access to the assessments as needed by Court and County jail staff. All assessment scores and assessment data will be transmitted electronically to Court's case management system, rather than relying on a paper copy.

C. Court will develop and configure a system to allow assessment documents to be shared with judicial officers electronically and stored directly into Court's case management system and be available to all justice partners. For any pre-arraignment release decisions, the judicial officer will receive the assessment report electronically prior to the arraignment hearing.

D. Probation will develop and maintain a court hearing date reminder system that integrates with Probation's case management software, uses multiple modes of contact such as phone, text and email, has Spanish language capability, and accommodates updates to Defendant contact information.

END OF EXHIBIT

Attachment: SB 129 Mariposa MOU (Revised 5-13-22) (RES-2022-351 : Approve MOU Between the County and the Superior Court of California,

EXHIBIT B

SCHEDULE OF DELIVERABLES

Upcoming Data Report Dates *(Please note not a complete list)*	
Due Dates:	**Time Period Covered:**
January 14, 2022	July – December 2021 (FY1 Q1-2)
April 15, 2022	January – March 2022 (FY1 Q3)
July 15, 2022	April – June 2022 (FY1 Q4)
October 14, 2022	July – September 2022 (FY2 Q1)
January 13, 2023	October - December (FY2 Q2)
April 14, 2023	January – March 2023, (FY2 Q3)
July 14, 2023	April – June 2023 (FY2 Q4)
October 13, 2023	July – September 2023 (FY3 Q1)
January 12, 2024	October – December 2023 (FY 3 Q2)
April 12, 2024	January – March 2024 (FY3 Q3)
July 12, 2024	April – June 2024 (FY3 Q4)

END OF EXHIBIT

Attachment: SB 129 Mariposa MOU (Revised 5-13-22) (RES-2022-351 : Approve MOU Between the County and the Superior Court of California,

EXHIBIT C
DATA ELEMENTS INVENTORY

Below is a comprehensive list of required Program data elements. Judicial Council staff will provide data collection technical assistance, data collection tools, reporting templates and will work with funded projects to ensure that data can be collected and reported to the Judicial Council.

Essential data elements are necessary to accurately measure the goals of the Pretrial Services Program.

Data Elements Required from Probation:

Booking/Release Data Questions:

1. What is the total number of bookings (include all bookings, even if individual is not eligible for pretrial release): _____

2. What is the total number of bookings for a new offense by offense type (misdemeanor or felony):

   _____ Misdemeanor _____ Felony

   ***Note:** A booking for a new offense includes a booking type of: "fresh", "on view", "street" and "arrest warrant" (report any category of warrants that may include an "arrest warrant").

3. What is total number of individuals booked for a new offense released *within two court days* by offense type (misdemeanor or felony), and by type of release:

Within two court days		
New Offense	**M**	**F**
Jail Cite and Release		
Release on Bail		
Release by Judicial Officer on *O.R.		
Pretrial Supervision		
No Charges Filed/Charges Dismissed		
Charges Resolved (includes by plea)		
Other		

**O.R. = own recognizance*

Attachment: SB 129 Mariposa MOU (Revised 5-13-22) (RES-2022-351 : Approve MOU Between the County and the Superior Court of California,

4. What is the total number of individuals booked for a new offense *released after two court days* by offense type (misdemeanor or felony), and by type of release:
(insert average for each corresponding variable)

After two court days		
New Offense	**M**	**F**
Jail Cite and Release		
Release on Bail		
Release by Judicial Officer on *O.R.		
Pretrial Supervision		
No Charges Filed/Charges Dismissed		
Charges Resolved (includes by plea)		
Other		

**O.R. = own recognizance*

5. What is the average monthly bookings by gender, age, and ethnicity/race?
(insert average for each corresponding variable)

Average Monthly Bookings					
Gender	_____Male	_____ Female			
Age	_____18-25	_____ 26-35	_____ 36-45	_____46-55	_____ Over 56
Ethnicity/Race	_____Asian	Black	Hispanic	White	Other

END OF EXHIBIT

Attachment: SB 129 Mariposa MOU (Revised 5-13-22) (RES-2022-351 : Approve MOU Between the County and the Superior Court of California,

AGREEMENT ROUTING SHEET

To: *Danielle Bondshu or Tracy Gauthier* **Dept.:** *Clerk of the Board* **Date:** May 19, 2022

From: Ryan Oliphant **Agreement with:** The Superior Court of California, County of Mariposa

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1. fields.)*

1) Is this a digital signature request? **Yes** ☒ **No** ☐ *(If No, please provide two original copies signed by vendor.)*

2) Is this the standard County Agreement Form? **Yes** ☐ **No** ☒ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel (if NOT going to the Board)?

Yes ☒ **No** ☐

(If Yes, provide approval to COB via email. If No, see instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.**)

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2. fields.)*

Vendor Signator & Title: Mariposa Superior Court
(Name of person signing the agreement, and their title)

Vendor Email: honmfagalde@mariposacourt.org
(Email of signee)

For: Probation SB 129 Grant
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", etc.)

Term: July 1, 2021 to June 30, 2024
(Enter beginning "to" end. ***Must be 1 year or less for DH or CAO agreements****.*

Is this an Amendment to an Agreement? **Yes** ☐ **No** ☒

(If Yes, attach copies of all prior amendments, *AS WELL* as the initial agreement.)

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3. field.)*

☒ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: June, 7, 2022

☐ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08.):**

☐ $_____ **DEPARTMENT HEADS, Under $10,000 (**MCC Section 3.08.050):
(Purchasing Agent's approval required to purchase or lease real property or storage space.)

☐ $_____ **CAO as Purchasing Agent, Under $50,000** (MCC Section 3.08.090):

Section 4: OTHER AUTHORIZATION *(Complete the appropriate Section 4. field.)*

☐ **CODE COMPLIANCE AGREEMENTS (Signature Authority Policy (SAP) 5.2.1.3)** $_____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES (SAP 5.2.1.4)** $_____

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

☐ **INTRA-AGENCY AGREEMENTS & MOUs (SAP 5.2.1.2)** $_____

DIGITAL SIGNATURE INSTRUCTIONS

A. DH/CAO Approvals:

- **If using the UNCHANGED County agreement template, proceed with routing to Clerk of the Board.**
- **If using vendor supplied agreements, or MODIFIED County Agreement template:**

1) Email to County Counsel's Office for vetting first (without routing slip.)
2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

B. BOARD Items:

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

ROUTING

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB's Office.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dwardle@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

Attachment: MEMO FOR ROUTING Agreement Superior Court 7-1-2021 thru 6-30-2024 (RES-2022-351 : Approve MOU Between the County and

MARIPOSA COUNTY

Clerk of the Board of Supervisors ·

RESOLUTION - ACTION REQUESTED 2022-352

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Selection of Board Members as 2022 Agency Representatives to Fill Current Vacancies

---

RECOMMENDATION AND JUSTIFICATION:
Select and Approve Board Members as 2022 Agency Representatives to Fill Positions Previously Held by Supervisor Tom Sweeney, District II, prior to His Resignation.

At the beginning of the year, the Board considered its representation on other agencies. Consequently, Supervisor Tom Sweeney, District II tendered his resignation from the Board of Supervisors Effective May 31, 2022. Staff is now seeking the Board's consideration, selection and approval of its agency representatives for the remainder of 2022 to fill current vacancies.

The 2022 list of agencies is attached and the Board is now being asked to review that list to select Board representation for the following three agencies or make changes, if necessary.

1. Calaveras-Mariposa Community Action Agency (CAA) requires that a representative be selected;
2. Central Sierra Broadband Utility Zone Consortium requires that a representative be selected;
3. SouthWest_InterFace Team (SWIFT) requires that a representative be selected.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board reviews and updates its representation on agencies as vacancies occur or changes are necessary.

While the Board has the latitude to assign representatives as it sees fit, it has, historically, selected the same representative for RCRC, the RCRC Environmental Services JPA for Solid Waste, GSFA, and the Mountain Counties Air Basin as they usually all meet on the same day during an RCRC meeting.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Take no action and the Board may have no representation on various agencies.

ATTACHMENTS:

2022 Agencies with Board Member Representation (PDF)

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

AGENCIES WITH BOARD MEMBER REPRESENTATION 2022

Area Agency on Aging/PSA 12:
Representative – Supervisor Smallcombe;
Alternate - Supervisor Menetrey

Calaveras-Mariposa Community Action Agency:
Representative - Supervisor Smallcombe; Alternate - Supervisor Forsythe
Representative - Supervisor Sweeney; Alternate - Supervisor Long

California State Association of Counties (CSAC):
Director - Supervisor Menetrey;
Alternates – Remaining Board members

California Wildfire & Forest Resilience Task Force
Representative – Supervisor Smallcombe

Central Sierra Broadband Utility Zone Consortium
Representative - Supervisor Sweeney;
Alternate - Supervisor Smallcombe;

Central Sierra Economic Development District Committee (CSEDD):
Representative - Supervisor Long;
Alternate - Supervisor Forsythe;
Citizen Member – Tara Schiff;
Alternate Citizen Member – Nina Avina-Rhodes

County Medical Services Program (CMSP):
Representative - Supervisor Menetrey; Alternate - Supervisor Smallcombe

Foreign Trade Zone Advisory:
Member - Supervisor Smallcombe

Golden State Connect Authority

Job Connection Mariposa Governing Board (Mother Lode Job Training):
Representative - Supervisor Long;
Alternate - Supervisor Forsythe

Joint Powers Authority of the Central Sierra Economic Development District (CSEDD):
Representative - Supervisor Long;
Alternate - Supervisor Forsythe

Mountain Counties Air Basin:
Representative - Supervisor Menetrey;
Alternate – Supervisor Forsythe

Attachment: 2022 Agencies with Board Member Representation (RES-2022-352 : Selection of Board Members as 2022 Agency Representatives

Mountain Valley Emergency Medical Services Agency and Regional Advisory Board:
Representative - Supervisor Menetrey;
Elected Alternate - Supervisor Smallcombe;
Alternate/Chairman of EMCC

National Association of Counties (NACO):
Representative - Supervisor Menetrey;
Alternates - Supervisors Smallcombe, Vacant, Long, Forsythe

PRISM (Formerly known as CSAC Excess Insurance Authority) Liability Insurance:
Representative - County Counsel;
Alternate – Assistant County Counsel

Rural County Representatives of California (RCRC):
Representative - Supervisor Menetrey; First Alternate - Supervisor Forsythe;
Note: Supervisors Menetrey and Forsythe are Representatives for Golden State Finance Authority (GSFA) and Golden State Connect Authority (GSCA)

RCRC - Environmental Services JPAs for Solid Waste:
Representative - Supervisor Menetrey;
Alternates - Public Works Director, Solid Waste Manager

Golden State Connect Authority (GSCA):
(Typically the same representatives are named for the RCRC)
Representative - Supervisor Menetrey; First Alternate - Supervisor Forsythe;

Golden State Finance Authority (GSFA):
(Typically the same representatives are named for the RCRC)
Representative - Supervisor Menetrey; First Alternate - Supervisor Forsythe;
***Per Maggie Chui/RCRC, cannot name remaining board members as alternates any longer.*

San Joaquin Valley Regional Association of California Counties:
Representative – Supervisor Smallcombe (typically the Board Chair)

Sierra Nevada Conservancy:
Representative to the Sub-region for Mariposa - Supervisor Smallcombe;
Alternate - Supervisor Forsythe

SouthWest InterFace Team (SWIFT)
Representative – The District II Supervisor (Supervisor Sweeney)

Yosemite Area Regional Transportation System (YARTS) JPA:
Representative - Supervisor Smallcombe;
Second Board Representative - Supervisor Menetrey;
Alternates: Supervisors, Vacant, Long, and Forsythe

Yosemite/Mariposa County Tourism Bureau:
(Representation cycle every two years.)
Representative - Supervisor Smallcombe; (Appointed 1-5-2021)
Second Board Representative - Supervisor Forsythe
Alternates – Remaining Board members

Attachment: 2022 Agencies with Board Member Representation (RES-2022-352 : Selection of Board Members as 2022 Agency Representatives

Yosemite/Sequoia Resource Conservation and Development Council:
Representative - Supervisor Smallcombe;
Alternate - Supervisors Vacant, Long, Forsythe, and Menetrey

Attachment: 2022 Agencies with Board Member Representation (RES-2022-352 : Selection of Board Members as 2022 Agency Representatives

MARIPOSA COUNTY

Clerk of the Board of Supervisors ·

RESOLUTION - ACTION REQUESTED 2022-353

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Board Member County Committee Appointments

RECOMMENDATION AND JUSTIFICATION:
Review and select Board member representation on In-County committees, commissions, and boards to Fill Positions Previously Held by Supervisor Tom Sweeney, District II, Prior to His Resignation.

At the beginning of the year, the Board considered its representation on In-County committees, commissions, and boards. Consequently, Supervisor Tom Sweeney, District II tendered his resignation from the Board of Supervisors Effective May 31, 2022. Staff is now seeking the Board's consideration, selection and approval of its In-County committees, commissions, and boards representation for the remainder of 2022 to fill current vacancies.

A list of all County committees with Board representatives and term expiration dates is attached. Committees, commissions, or boards needing appointments are:

1. **LOCAL AGENCY FORMATION COMMISSION (LAFCo)** requires that a supervisor be appointed as an Alternate Board of Supervisors member;
2. **SOLID WASTE AB939 LOCAL TASK FORCE** requires that a second Board member be appointed as an Ex-officio member;
3. **MERCED RIVER TRAIL COMMUNITY WORKING GROUP** requires that an Ex-Officio (non-voting) members from the Board of Supervisors and county staff as appropriate.

Also attached is a list of those Committees and Boards not requiring reappointments. This second list is attached for informational purposes to aid in balancing assignments.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board reviews and updates its representation on committees, commissions and boards as vacancies occur or changes are necessary.

July 11, 2017: the Board gave direction to include all Board committee appointments with the annual first of the year reviews and selections.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board makes no appointments, there may be no Board representation on the listed committees, commissions, or boards once the current terms expire.

ATTACHMENTS:
2022 Board Committee Appointees Appointments - Update Requested (PDF)

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

County Committee/Board Representatives

Three (3) Positions/Terms need reappointment in 2022:

1) LOCAL AGENCY FORMATION COMMISSION (LAFCo)
Administering Department: Planning
Term Length: Four (4) years, staggered; expiring on the first Monday in May

Appointees:	Wayne Forsythe (to 5-5-25)
	Rosemarie Smallcombe (to 5-1-23)
	Miles Menetrey (to 5-1-23)
	Vacant (Alternate) (to 5-1-23).

New Alternate to Fill Unexpired Term Ending: **May 1, 2023**

2) SOLID WASTE AB939 LOCAL TASK FORCE
Administering Department: Public Works
Length of Term: Continuous

Appointees:	***Vacant*** and Wayne Forsythe
Current Terms Expire:	N/A (Continuous)

3) MERCED RIVER TRAIL COMMUNITY WORKING GROUP
Administering Department: Planning Department
Length of Term: Three (3) years

2019 Appointee:	Rosemarie Smallcombe (2-28-22)
Current Term Expires:	February 28, 2022
2022 Appointee:	***Vacant*** **(2-28-25)**

New Appointee to Fill Unexpired Term Ending: **February 28, 2025**

Attachment: 2022 Board Committee Appointees Appointments - Update Requested (RES-2022-353 : Board Member County Committee

UNEXPIRED COMMITTEE TERMS – FOR REFERENCE ONLY - *NO ACTION NEEDED:*

BEHAVIORAL HEALTH BOARD

Administering Department: Clerk of the Board
Length of Term: Three (3) years
Appointee: **Rosemarie Smallcombe**
Current Term Expires: **June 6, 2025**

DISASTER ADVISORY COUNCIL

Administering Department: Health
Length of Term: Continuous
Appointee: **Board of Supervisors' Chair**
Current Term Expires: N/A

FIRST FIVE OF MARIPOSA COUNTY

Administering Department: Human Services
Term Length: Three (3) years
Appointee: **Rosemarie Smallcombe**
Current Term Expires: **January 5, 2024**

LOCAL ENFORCEMENT AGENCY HEARING PANEL

Administering Department: Health
Length of Term: Four (4) years, but not more than 2 terms.
Appointee: **Marshall Long**
Term Two (2) Expires: **January 27, 2023**

LOCAL TRANSPORTATION COMMISSION TECHNICAL ADVISORY COMMITTEE

Administering Department: Public Works
Length of Term: Continuous
Appointees: **LTC Chair and Vice-Chair**
Current Term Expires: N/A

MARIPOSA COUNTY SAFETY COMMITTEE

Administering Department: County Counsel/Risk Management
Length of Term: One (1) year
Appointees: **Marshall Long**
Rosemarie Smallcombe
Current Terms Expire: **January 8, 2023**

TRANSPORTATION CENTER CITIZENS ADVISORY COMMITTEE (CAC)

Administering Department: Planning
Length of Term: Continuous
Appointee: **District IV Supervisor**
Current Term Expires: N/A

Attachment: 2022 Board Committee Appointees Appointments - Update Requested (RES-2022-353 : Board Member County Committee

MARIPOSA COUNTY

Clerk of the Board of Supervisors ·

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: 2022 Policy Area Liaisons Reassignments

RECOMMENDATION AND JUSTIFICATION:
Review and Select Board Members to Serve as 2022 Policy Area Liaisons to Fill Positions Previously Held by Supervisor Tom Sweeney, District II, Prior to His Resignation.

At the beginning of the year the Board considered and reviewed the Policy Area Liaisons to ensure that the structure and representation still aligns with Board wishes. Consequently, Supervisor Tom Sweeney, District II tendered his resignation from the Board of Supervisors Effective May 31, 2022. Staff is now seeking the Board's consideration, selection and approval of its Policy Area Liaisons for the remainder of 2022 to fill current vacancies.

The intent behind the list and appointments is to define two Board members from whom Department Heads, whether appointed or elected, may seek guidance, insight, or feedback for issues at the departmental level. Generally, only routine matters are discussed on this level as the expectation remains that issues requiring either an action, or more robust conversations, will still be scheduled before the full Board, as needed.

Defining policy areas, allows supervisors to work within their areas of expertise or interest. Additionally, designating two supervisors for areas and contacts also helps prevent inadvertent Brown Act non-compliance where more than two supervisors are hearing and discussing an issue. Lastly, having policy liaisons also allows an avenue for confidential complaints, as well as serving as a component of a critical feedback loop that provides unfiltered information to Board members.

The 2022 Board Liaison list, which shows the policy area groupings, the departments falling under those policy areas, and the vacancies in several groupings, is attached. Staff is now requesting that the Board review the list for sufficiency, and make selections for Board members to fill the vacancies that oversee policy areas.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Agenda Item - No Resolution Requested 2022-70

The Board annually reviews and provides direction on this matter. While County records indicate that the Board has appointed members as Policy Area liaisons since the 1960s and 1970s, the earlier process was more informal and Board members served on that position without review from the time of their appointment to the time they left the Board. The current process of annual review and reappointment was instituted in 1991 when only one Board member was assigned to each policy area. Subsequent to that time, the Board increased the representation to two Board members per policy area. Additionally, the Board has, from time-to-time, considered and changed the functional policy areas. Amendments occurred in 2019 when changes were needed due to the consolidation of multiple departments, and in 2021 to further reflect new organizational structures.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Take no action and the Board will not have two Board Members in each policy area grouping to Serve as 2022 Policy Area Liaisons for the remainder of the year.

ATTACHMENTS:
2022 Board Liaisons - Comprehensive List - Requiring New Selections (PDF)

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

2022 Board Liaisons

BOARD LIAISON - AIRPORT: **SUPERVISORS *VACANT* and LONG**

Policy Areas:	Departments:
Airport	Public Works Department

BOARD LIAISON – DEVELOPMENTAL SERVICES: **SUPERVISORS *VACANT* and MENETREY**

Policy Areas:	Departments:
Advertising and Economic Development/Chamber	Economic Development
Housing Element	Building Department
Natural Resources	Local Agency Formation Commission
	Planning Department
	Environmental Health

BOARD LIAISON - FIRE: **SUPERVISORS FORSYTHE and LONG**

Policy Areas:	Departments:
Fire Services	Fire

BOARD LIAISON - FISCAL & EDUCATIONAL SERVICES: **SUPERVISORS *VACANT* and LONG**

Policy Areas:	Departments:
Agriculture	Agricultural Commissioner
Audits	Assessor-Recorder
Fish and Game	Auditor
Future Plant Acquisition - Capital Improvements	Farm Advisor/Cooperative Extension
Library	Library
	Treasurer-Tax Collector

BOARD LIAISON - GEN. GOVERNMENT: **SUPERVISORS SMALLCOMBE and LONG**

Policy Areas:	Departments:
Administration	Administration
Personnel	Assessment Appeals
Personnel Salaries	Board of Supervisors
Reserve for Contingency	Clerk of the Board
Risk Management	County Clerk
	County Counsel/Risk Manager
	Elections
	Grand Jury

Attachment: 2022 Board Liaisons - Comprehensive List - Requiring New Selections (2022-70 : 2022 Policy Area Liaisons Reassignments)

BOARD LIAISON - HEALTH AND HUMAN SERVICES:

SUPERVISORS SMALLCOMBE and FORSYTHE

Policy Areas:

Behavioral Health
Health
Medical Care
Senior Issues
Social Services
Substance Abuse

Departments:

Air Pollution Control
Health & Human Services Agency
(excluding Environmental Health)

BOARD LIAISON – INFRASTRUCTURE:

SUPERVISORS FORSYTHE and *VACANT*

Policy Areas:

Cemetery
Parks & Recreation
Public lands
Roads
Solid Waste/Hazardous Waste
Transit

Departments:

Public Works Department:
- Administration
- Facilities Maintenance
- Engineering
- Parks
- Projects
- Recreation
- Roads
- Solid Waste Enterprise
- Transportation Planning
- Vehicle Maintenance

Transit

BOARD LIAISON – JUSTICE SYSTEM SERVICES:

SUPERVISORS MENETREY and FORSYTHE

Policy Areas:

Animal Control
Courts
Jail Construction
Law Enforcement

Departments:

Sheriff
Court Appointed Counsel
District Attorney
- Criminal Division
- Victim-Witness

Child Support Services
Justice Subvention
Law Library
Probation
Sheriff/Jail/Boating
- Safety/Dispatch/Animal Control

Superior Court

Attachment: 2022 Board Liaisons - Comprehensive List - Requiring New Selections (2022-70 : 2022 Policy Area Liaisons Reassignments)

BOARD LIAISON – WATER: **SUPERVISORS *VACANT* & LONG**

Policy Areas:

Special Districts
Water**
**Includes IRWMP representation

Departments:

Public Works Department:
Special Districts
Water Agency

Attachment: 2022 Board Liaisons - Comprehensive List - Requiring New Selections (2022-70 : 2022 Policy Area Liaisons Reassignments)

MARIPOSA COUNTY

Clerk of the Board of Supervisors ·

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Discussion and Direction on Proclamations and Presentations

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RECOMMENDATION AND JUSTIFICATION:

Discussion and direction on board recognitions and presentations.

With the demand for Board recognitions and presentations becoming more prominent, staff asks for direction on how to move forward. A significant amount of time has been taken up on proclamations and presentations.

Staff has six possible recommendations for Board recognitions:

- All proclamations and retirement resolutions are to go on the consent agenda. The Board Chair can go to the Department and present the proclamation to the requesting party.
- Retirement resolutions can be placed in board recognitions only. All proclamations will be placed on the consent agenda.
- Keep Board Recognitions to a maximum of two per meeting. Scheduling will be a first come first serve basis. If a department must have it on a day that is already booked, it will be placed on the consent agenda.
- Proclamations and retirement resolutions remain on Board agenda with a maximum of three, or different number set by the Board. No PowerPoint Presentations will be allowed to be shown during this time.
- Re-occurring proclamations can be placed on consent agenda. New proclamations will be placed on the board recognition with a limit of how many per meeting.
- Place board recognitions before adjournment.

Staff has three possible recommendations for presentations to the Board:

- Continue to reiterate to presenters that fifteen minutes is the allotted time and ask the Chair to remind the presenter of their time limit if it reaches the allotted

Agenda Item - No Resolution Requested

fifteen minutes.

- Use the timer to cut a presentation if it goes past 15 minutes.
- Place all presentations last in the 2:00 PM slot.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

With presentation and board recognition requests picking up, they have been utilizing a significant amount of time. The Board has had two meetings in which board recognitions have lasted roughly two hours. The Board has had several presentations that have been roughly an hour and half in length.

This becomes an issue as staff is waiting for their items to come forward. Two hours of waiting for their item is two hours of a halt in work.

In the past, the Clerk of the Board tried to limit Board Recognitions to four per meeting. Two meetings there were five and six allowed due to constraints or requests from a Board Member. The Clerk of the Board's office also reiterate to presenters that their presentation needs to be fifteen minutes or less.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not give direction and the Clerk of the Boards Office will continue to limit the Board Recognitions to four per meeting on a first come first serve basis.

RESULT: INFORMATION RECEIVED

MARIPOSA COUNTY

District Attorney/Victim Witness · (209) 966-3626

RESOLUTION - ACTION REQUESTED 2022-357

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: Approve Victim Witness Assistance Program 2022-2023 Grant Application

---

RECOMMENDATION AND JUSTIFICATION:
Approve the Victim Witness Assistance Program (VW) Grant Application Administered through the State of California Office of Emergency Services (Cal OES) in the Amount of $267,969 for Fiscal Year 22/23; and Authorize the Board of Supervisors Chair and District Attorney to Sign the Grant Application.

The Victim Witness Assistance Program grant commences October 1, 2022, and runs through September 30, 2023, and provides the District Attorney's Office with funding for services to victims and witnesses of crime.

The Victim Witness Assistance Program is a year to year Grant, in which recipients are required to reapply each year. With the approval of the current application and upon approval by Cal OES this will be the District Attorney's 30th year of funding through the Victim Witness Assistance Program.

This program funds 90% of the Victim Witness Coordinator position, an 100% Mass Victimization Advocate, a 20% Victim Witness Advocate and a 50% Part-Time Office Assistant. The District Attorney's Victim Witness Program is fully funded by State and Federal funds with no assistance from the General Fund.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved other grants submitted by the District Attorney's Office including the Victim Witness Program for the past 30 years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board chooses to not approve the application it will have a negative impact on the Victim Witness Program's ability to provide assistance to victims and witnesses of crime within Mariposa County.

FINANCIAL IMPACT:
The Victim Witness Assistance Program is fully funded with State and Federal Grant Funds. No additional General Funds will be used. This grant has been incorporated in the requested budget for fiscal year 2022-2023

ATTACHMENTS:

Scan of RFA VW22 30 0220 (PDF)

RESULT: WITHDRAWN AND RESCHEDULED Next: 6/21/2022 9:00 AM

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Request For Application Cover Sheet

VICTIM WITNESS ASSISTANCE (VW) PROGRAM

Submitted by:
Mariposa County District Attorney's Office
5085 Bullion Street
Post Office Box 730
Mariposa, California 95338
Office: (209)742-7441
Fax: (209)966-5681

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

(Cal OES Use Only)

Cal OES #		FIPS #		VS#		Subaward #	

K.1.a

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. **Subrecipient:** Mariposa County — **1a. UEI#:**

2. **Implementing Agency:** Mariposa County District Attorney's Office — **2a. UEI#:**

3. **Implementing Agency Address:** Post Office Box 730 (Street) | Mariposa (City) | 95338-0730 (Zip+4)

4. **Location of Project:** Mariposa (City) | Mariposa (County) | 95338-0730 (Zip+4)

5. **Disaster/Program Title:** VW - Victim/Witness Assistance Program — **6. Performance/ Budget Period:** 10/1/2022 (Start Date) **to** 9/30/2023 (End Date)

7. **Indirect Cost Rate:** N/A — **Federally Approved ICR** (if applicable): ____ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2020	VOCA		$165,000					$165,000
9.	2022	VOCA		$85,680					$85,680
10.	2022	VWA0	$17,289						$17,289
11.	Select	Select							
12.	Select	Select							
Total	Project	Cost	$17,289	$250,680	$267,969				$267,969

13. **Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, the Assurances/Certifications, and any attached Special Conditions. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. **Official Authorized to Sign for Subrecipient:**

Name: Walter W. Wall — Title: Mariposa County District Attorney

Payment Mailing Address: P.O. Box 730 — City: Mariposa — Zip Code+4: 95338-0730

Signature: _____ Date: _____

16. **Federal Employer ID Number:** 946000880

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

(Cal OES Fiscal Officer) **(Date)** **(Cal OES Director or Designee)** **(Date)**

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Contact Information

Grant Subaward #: VW22 30 0220

Subrecipient: County of Mariposa/ Mariposa County District Attorney's Office

1. **Grant Subaward Director**:
   Name: Walter W. Wall Title: Mariposa County District Attorney
   Telephone #: (209)966-3626 Email Address: wwall@mariposacounty.org
   Address/City/ Zip Code (9-digit): 5085 Bullion Street- Post Office Box 730, Mariposa, CA 95338-0730

2. **Financial Officer**:
   Name: Luis Mercado Title: Mariposa County Auditor
   Telephone #: (209)966-7606 Email Address: lmercado@mariposacounty.org
   Address/City/ Zip Code (9-digit): 4982 10th Street- Post Office Box 729, Mariposa, CA 95338-0729

3. **Programmatic Point of Contact**:
   Name: Jessica Mimnaugh Title: Victim Witness Supervisor
   Telephone #: (209)742-7441 Email Address: jmimnaugh@mariposacounty.org
   Address/City/ Zip Code (9-digit): 5085 Bullion Street- Post Office Box 730, Mariposa, CA 95338-0730

4. **Financial Point of Contact**:
   Name: Jessica Mimnaugh Title: Victim Witness Supervisor
   Telephone #: (209)742-7441 Email Address: jmimnaugh@mariposacounty.org
   Address/City/ Zip Code (9-digit): 5085 Bullion Street- Post Office Box 730, Mariposa, CA, 95338-0730

5. **Executive Director** of a Non-Governmental Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:
   Name: Dallin Kimble Title: Mariposa County Administrative Officer
   Telephone #: (209)966-3222 Email Address: dkimble@mariposacounty.org
   Address/City/ Zip Code (9-digit): 5100 Bullion Street- Post Office Box 784, Mariposa, CA 95338-0784

6. **Official Designee**, as stated in Section 15 of the Grant Subaward Face Sheet:
   Name: Walter W. Wall Title: Mariposa County District Attorney
   Telephone #: (209)966-3626 Email Address: wwall@mariposacounty.org
   Address/City/ Zip Code (9-digit): 5085 Bullion Street, Post Office Box 730, Mariposa, CA 95338-0730

7. **Chair** of the **Governing Body** of the Subrecipient:
   Name: Rosemarie SmallCombe Title: Chair, Mariposa County Board of Supervisors
   Telephone #: (209)966-3222 Email Address: rsmallcombe@mariposacounty.org
   Address/City/ Zip Code (9-digit): 5100 Bullion Street- Post Office Box 784, Mariposa, CA 95338-0784

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Signature Authorization

Grant Subaward #: VW22 30 0220

Subrecipient: Mariposa County

Implementing Agency: Mariposa County District Attorney's Office

The **Grant Subaward Director** and **Financial Officer** are **REQUIRED** to sign this form.

Grant Subaward Director:

Printed Name: Walter W. Wall

Signature: _____

Date: _____

Financial Officer:

Printed Name: Luis Mercado

Signature: _____

Date: _____

The following persons are authorized to sign for the **Grant Subaward Director:**

Signature: _____

Printed Name: Jessica Mimnaugh

Signature: _____

Printed Name: Catherine Chase

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

The following persons are authorized to sign for the **Financial Officer:**

Signature: _____

Printed Name: Rebecca Sebastian

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Certification of Assurance of Compliance

Subrecipient: County of Mariposa

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1	Victim Witness Assistance Program (VW)	W22 30 0220	10/01/2022-09/30/2022
2	County Victim Services Program (XC)	XC22 05 0220	01/01/2023- 12/31/2023
3			
4			
5			
6			

I, Walter W. Wall (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following areas:

I. **Proof of Authority – SRH 1.055**
The Subrecipient certifies they have written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

II. **Civil Rights Compliance – SRH Section 2.020**
The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

III. **Equal Employment Opportunity – SRH Section 2.025**
The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

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IV. Drug-Free Workplace Act of 1990 – SRH Section 2.030
The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

V. California Environmental Quality Act (CEQA) – SRH Section 2.035
The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements ofCEQA and this section of the SRH.

VI. Lobbying – SRH Sections 2.040 and 4.105
The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with these requirements may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on the date, is made under penalty of perjury under the laws of the State of California.

Official Designee's Signature: _____
Official Designee's Typed Name: Walter W. Wall
Official Designee's Title: Mariposa County District Attorney
Date Executed: _____

AUTHORIZED BY:

I grant authority for the Subrecipient/Official Designee to enter into the specific Grant Subaward(s) (indicated by the Cal OES Program name and initial Grant Subaward performance period identified above) and applicable Grant Subaward Amendments with Cal OES.

- ☐ City Financial Officer
- ☐ City Manager
- ☑ Governing Board Chair
- ☐ County Financial Officer
- ☐ County Manager

Signature: _____
Typed Name: Rosemarie Smallcombe
Title: Board of Supervisors, Chairwoman
Date Executed: _____

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

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Federal Fund Grant Subaward Assurances
Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program

Subrecipient: County of Mariposa

	Cal OES Program Name	Grant Subaward #	Grant Subaward Performance Period
1.	Victim Witness Assistance Program (VW)	VW22 30 0220	10/01/2022- 09/30/2023
2.	County Victim Services Program (XC)	XC22 05 0220	01/01/2023-12/31/2023
3.			
4.			
5.			
6.			

Subrecipients agree to adhere to the following and ensure these assurances are passed down to Second-Tier Subrecipients.

1. Required Audits and Financial Statements (SRH Section 14.005)

Subrecipients expending $750,000 or more in federal funds annually must comply with the single audit requirement established by the Federal Office of Management and Budget (OMB) Uniform Guidance 2 CFR Part 200, Subpart F and arrange for a single audit by an independent Certified Public Accountant (CPA) firm annually. Audits conducted under this section will be performed using the guidelines established by the American Institute of Certified Public Accountants (AICPA) for such audits.

☒ Subrecipient expends $750,000 or more in federal funds annually.

☐ Subrecipient does not expend $750,000 or more in federal funds annually.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this Grant Subaward.

For more information and resources on the Part 200 Uniform Requirements as they relate, see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

3. **Requirement to Report Actual or Imminent Breach of Personally Identifiable Information**

Subrecipients (and any Second-Tier Subrecipients) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if they:

- Create, collect, use, process, store, maintain, disseminate, disclose, or dispose of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or
- Use or operate a "Federal information system" (OMB Circular A-130).

Subrecipients (and any Second-Tier Subrecipients) must have breach procedures that must include a requirement to report actual or imminent breach of PII to Cal OES no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4. **Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to Subrecipient organizations (and any Second-Tier Subrecipient organizations) that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients (and any Second-Tier Subrecipients) that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

5. **Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 42**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

program.

6. **Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 54**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 54, that relate to nondiscrimination on the basis of sex in certain "educational programs."

7. **Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

Subrecipients (and any Second-Tier Subrecipients) must comply with, and are subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

Subrecipients (and any Second-Tier Subrecipients) also must inform their employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

8. **Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events**

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this Grant Subaward appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

9. **Requirement for Data on Performance and Effectiveness under the Grant Subaward**

Subrecipients (and any Second-Tier Subrecipients) must collect and maintain data that measure the performance and effectiveness of work under this Grant Subaward. Subrecipients (and any Second-Tier Subrecipients) must provide data (within the required timeframes) to OJP via the Performance Measurement Tool (PMT).

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

10. Determination of Suitability to Interact with Participating Minors

This condition applies to the Grant Subaward (if it is indicated) when some or all of the activities to be carried out under the Grant Subaward (whether by Subrecipients, or Second-Tier Subrecipients) is to benefit a set of individuals under 18 years of age.

Subrecipients (and any Second-Tier Subrecipients) must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm.

11. Compliance with DOJ Grants Financial Guide

Subrecipients (and any Second Tier Subrecipients) must comply with all applicable sections of the DOJ Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. Subrecipients agree to comply with the DOJ Grants Financial Guide.

12. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the DOJ encourages Subrecipients (and any Second-Tier Subrecipients) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Grant Subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

13. Compliance with General Appropriations-law Restrictions on the use of Federal Funds

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm.

Should a question arise as to whether a particular use of federal funds by Subrecipients (and any Second-Tier Subrecipients) would or might fall within the scope of an appropriations or law restriction, Subrecipients are to contact Cal OES

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

for guidance, and may not proceed without the express prior written approval of Cal OES.

14. Potential Imposition of Additional Requirements

Subrecipients (and any Second-Tier Subrecipients) agree to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this Grant Subaward, if Subrecipients are designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Employment Eligibility Verification for Hiring under the Grant Subaward

a. Subrecipients (and any Second-Tier Subrecipients) must:

1) Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with Grant Subaward funds, Subrecipients (and any Second-Tier Subrecipients) properly verify the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

2) Notify all persons associated with Subrecipients (or any Second-Tier Subrecipients) who are or will be involved in activities under this Grant Subaward of both:

a) This Grant Subaward requirement for verification of employment eligibility, and

b) The associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

3) Provide training (to the extent necessary) to those persons required by this condition to be notified of the Grant Subaward requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

4) As part of the recordkeeping for the Grant Subaward (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this Grant Subaward condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

b. Monitoring

Subrecipients' monitoring responsibilities include monitoring Second-Tier Subrecipients' compliance with this condition.

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, Grant Subaward funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

d. Rules of construction

1) Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this Grant Subaward" specifically includes (without limitation) any and all Subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with Grant Subaward funds.

2) Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, Subrecipients (and any Second-Tier Subrecipients) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Subrecipient (and any Second-Tier Subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with Grant Subaward funds.

3) "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

4) Nothing in this condition shall be understood to authorize or require Subrecipients (and any Second-Tier Subrecipients), or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

5) Nothing in this condition, including in paragraph 4.B., shall be understood to relieve Subrecipients (and any Second-Tier Subrecipients) or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/).

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

16. Restrictions and Certifications Regarding Non-disclosure Agreements and Related Matters

No Subrecipients (and any Second-Tier Subrecipients) under this Grant Subaward, or entity that receives a procurement contract or subcontract with any funds under this Grant Subaward, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this Grant Subaward, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this Grant Subaward, Subrecipients (and any Second-Tier Subrecipients):

   1) Represent that they neither require, nor have required, internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

   2) Certify that, if they learn, or are notified, that they have, or have been, requiring their employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.

b. If Subrecipients are authorized under this award to make Second-Tier Subawards, procurement contracts, or both:

   1) Subrecipients represent that:

      a) No other entity (whether through a Second-Tier Subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) that they pass funds to either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

b) Appropriate inquiry has been made, or otherwise Subrecipients have an adequate factual basis, to support this representation; and

2) If learned or notified that any Second-Tier Subrecipient, contractor, or subcontractor entity that receives funds under this Grant Subaward is, or has been, requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, they will immediately stop any further obligations of Grant Subaward funds to or by that entity, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.

17. OJP Training Guiding Principles

Subrecipients (and any Second-Tier Subrecipients) agree that they will adhere to the OJP Training Guiding Principle for Grantee and Subgrantees (available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm) for all training or training materials developed or delivered with these funds.

18. Federal Authorization

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements for authorization of any Grant Subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "Grant Subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any Grant Subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm.

19. Requirements Related to System for Award Management and Universal Identifier Requirements

Subrecipients (and any Second-Tier Subrecipients) must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

Subrecipients also must comply with applicable restrictions for Second-Tier Subawards, including restrictions on Grant Subawards to entities that do not acquire and provide (to Subrecipients) the unique entity identifier required for SAM registration.

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

The details of the Subrecipients' obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm.

This condition does not apply to a Grant Subaward to an individual who received the Grant Subaward as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

20. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by Subrecipients (and any Second-Tier Subrecipients), either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by Subrecipients (and any Second-Tier Subrecipients), to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

21. Specific Post-award Approval Required to Use a Noncompetitive Approach in any Procurement Contract that would Exceed $250,000

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

22. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (Including reporting requirements and OJP Authority to Terminate Grant Subaward)

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipients

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

(and any Second-Tier Subrecipients), or individuals defined (for purposes of this condition) as "employees" of Subrecipients (and any Second-Tier Subrecipients).

The details of the Subrecipients' obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

Subrecipients (and any Second-Tier Subrecipients) must promptly refer to Cal OES any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or other person has, in connection with funds under this Grant Subaward-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this Grant Subaward should must also be reported to Cal OES. Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

24. Discrimination Findings

Subrecipients (and any Second-Tier Subrecipients) assure that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this Grant Subaward, Subrecipients will forward a copy of the findings to the Office for Civil Rights of OJP.

25. VOCA Requirements

Subrecipients (and any Second-Tier Subrecipients) assure that they will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

CERTIFICATION

I certify the Subrecipient identified above will comply with the requirements of the Subrecipient Handbook and the federal fund Grant Subaward assurances outlined above.

Official Designee's Signature: _____

Official Designee's Typed Name: Walter W. Wall

Official Designee's Title: Mariposa County District Attorney

Date Executed: _____

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

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Grant Subaward Budget Pages

Multiple Fund Sources

Subrecipient: County of Mariposa			Grant Subaward #: VW22 30 0220			
A. Personnel Costs - Line-item description and calculation	**20VOCA**	**22VWAO**	**22VOCA**	**Column1**		**Total Amount Allocated**
.90 Victim Witness Supervisor $71,636 annual compensation at 90% ($5,372.75/pp x 12 pp = **$64,473**) **MVA @ 25% - $16,118**	$64,473					$64,473
1 FTE Victim Witness Advocate-MVA $48,643 annual compensation ($4,053.58/pp x 12 pp = **$48,643**)	$48,643					$48,643
.20 FTE Victim Advocate $44,636 annual compensation at 20% ($743.93/pp x 10 pp = **$8,927.20**)	$8,927					$8,927
SEIU & MCMCO Program Personnel Benefits $122,043 x 43% = $52,478.49 (Only claiming **$52,471**)	$42,957		$9,514			$52,471
***MVA Position Benefits $19,835** + $27,681 (MVA 25%- **$6,920**) (1 FTE MVA Advocate + .90 VW Supervisor @ 25% MVA)						
.50 FTE Part-Time Office Assistant II (Extra Help) $15.978 per hour for a total of 650 hours ($10,385.70)			$10,386			$10,386
MVA Personnel Totals Page One- $80,707						
MVA TOTALS: $91,516						

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages

Multiple Fund Sources

Subrecipient: County of Mariposa			Grant Subaward #: VW22 30 0220			
A. Personnel Costs - Line-item description and calculation	**20VOCA**	**22VWAO**	**22VOCA**	**Column1**		**Total Amount Allocated**
Personnel Costs Fund Source Totals	$165,000		$19,900			$184,900
PERSONNEL COSTS CATEGORY TOTAL						$184,900

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

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GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages

Multiple Fund Sources

Subrecipient: County of Mariposa			Grant Subaward #: VW22 30 0220		
B. Operating Costs - Line-item description and calculation	**20VOCA**	**22VWAO**	**22VOCA**	**Column1**	**Total Amount Allocated**
Communications Phones, Fax, Internet, alarm $350/month x 12 months = **$4,200**			$4,200		$4,20
Office Supplies Paper, Pens, postage, enevelopes, business cards, ink,thumbdrives, toner- $1,250.25 month x 12 months = **$15,003**		$8,212	$6,791		$15,00
Courthouse Facility Dog: Food expenses $300/month x 12 Months **($3,600)** ; Veternarian costs average $250/Quarter x (4) quarters **($1,000)**;Grooming costs $70/month x 12 months (**$840**), Training treats, doggie bags and essential needs $75 /month x 12 months **($900)** (dog bowls, water dispensers, leashes, beds, etc.)			$6,340		$6,34(
Technology Wifi Hotspot - Equipment **$150** + Monthly cost $50/ month x 12 months **($600)** - **$750**			$1,000		$1,00(
Zoom Yearly Subsccription: $149.90/year- **$150** Canva- Digital Art and Media creation software (For events, flyers, presentations, etc.) **$100/year**					
Janitorial Service Monthly Cost $328.02 X 12 months = $3,936.24			$3,936		$3,936
Copier Expense Lease & Service $100/month x 12 months = $1200			$1,200		$1,200
Publications Newspaper subscription, Pamphlets, cards, event publications $75/month x 12 months = $900			$900		$900
MVA Operating Expenses Page One: $0					

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

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Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: County of Mariposa			Grant Subaward #: VW22 30 0220		
B. Operating Costs - Line-item description and calculation	**20VOCA**	**22VWAO**	**22VOCA**	**Column1**	**Total Amount Allocated**
Utilities Electricity $178.91/month x 12 months = $2,146.92; Water & Sewer $23.97 x 12 months = $287.64 propane at $28.35/month x 12 months = $340.20; Maintenance $294.50/month x 12 months= $3,534 Utilities total of **$6,308.76** (**MVA 22% use = $1,387.76 only claiming $1,362**)			$6,308		$6,30
Memberships CCVAA Membership Dues **$125**/year Child Advocacy Centers of California **$300**/year			$425		$42
Rents & Leases- Structures Rent: Interview Room/ Victim Witness Court waiting area/ Storage (MVA) 4.5 FTE- 520 sq. ft. at 1.06 x 12 @ 100% = $6,614.40 (Only claiming **$6,600**)- (50% of building being used as MVA Storage- $6,600 x 50% = **$3,300 (MVA)** Office Space 570 sq. feet at .088/sq. ft. x 12 @100% = $601.92 (Only Claiming **$599**) Total Rent: **$7,199**			$7,199		$7,19
Liability Insurance $1,354.75/quarter x four (4) quarters= **$5,419**			$5,419		$5,419
Petty Cash for Victims Up to $600 per Disbursement/victim x about five(5) Victims/year- **$3,000**			$3,000		$3,000
MVA Operating Expenses Page Two: $4,662					

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages

Multiple Fund Sources

Subrecipient: County of Mariposa			Grant Subaward #: VW22 30 0220		
B. Operating Costs - Line-item description and calculation	**20VOCA**	**22VWAO**	**22VOCA**	**Column1**	**Total Amount Allocated**
Vehicle Costs Operation and Maintenance Monthly Charges: 2,000 miles/month at $66/month x 12 months x 2 vehicles = **$1,584** Fuel Costs: 2,000 miles/month at $125.66/ month (Average price per gallon at $5) x 12 months x 2 vehicles - **$3,016**			$4,600		$4,60
Trainings & Travel Regional Crisis Response Training-MVA Regions- Internal Rates Mileage: Average of 150 miles/trip x .56/mile x 6 Meetings = **$504**			$504		$50
Entry-Level Advocate Academy County: TBD Mileage: 600 miles x .56/mile = **$336** Lodging: $95/night + $15/tax x 5 nights = **$550** Per Diem: $44/day x 6 days = **$264** Parking: $10/day x 5 days = **$50**			$1,200		$1,20
American Professional Society on the Abuse of Children 2023 Colloquium Registration: **$449**/member x 2 people- **$898** Flights: $595 x 2 people- **$1,190** Luggage: $70 x 2 people- **$140** Hotel: $136/ night + $26/night taxes x 5 nights- $810 x 2 people- **$1,620** Per Diem: $44/day x 5 days = **$220** x 2 people - **$440** Parking: $14/ day x 6 days = **$84**			$4,372		$4,372
CDAA Annual Conference County : Riverside Lodging: Average of $159/night + $26/tax x 5 nights = **$925** Per Diem: $44/day x 6 days = **$264** Registration: $599			$1,788		$1,788
MVA Operating Expenses Page Three: $504					

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GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages

Multiple Fund Sources

Subrecipient: County of Mariposa			Grant Subaward #: VW22 30 0220		
B. Operating Costs - Line-item description and calculation	**20VOCA**	**22VWAO**	**22VOCA**	**Column1**	**Total Amount Allocated**
Leave No Victim Behind Conference County: TBD Airfare: $500 x 2 people = **$1000** Registration: $379 per person x 2 people = **$758** Lodging: $125/night + $15/night tax x 4 nights x 2 people = **$1,120** Per Diem: $44/ day x 5 days x 2 people = **$440**			$3,318		$3,31
NOVA's 49th Annual Training Event County: Out of state- TBD Airfare: $600 x 2 people = **$1,200** Lodging: $129/night + $17/tax x 6 nights x 2 people = **$1,752** Per Diem: $44/day x 6 days x 2 people = **$528** Parking: $18/day x 6 days = **$108** Luggage: $70/per person x 2 people = **$140** Registration: $500 x 2 people = **$1,000** Taxi (to and From hotel/airport): $40 x 2 trips = **$80**		$1,528	$3,280		$4,80
CDAA Prosecuting Physical & Sexual Abuse of Children County: Monterey Lodging: $125/ night + $15 tax + resort fee x 4 Nights- **$560** Per Diem: $44/day x 5 days- **$220** Registration: **$350**/person		$1,130			$1,130
CDAA Elder Abuse Symposium County: Orange County Lodging: $149/night + $20/night taxes and fees x 5 nights- **$845**		$1,384			$1,384

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GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages

Multiple Fund Sources

Subrecipient: County of Mariposa			Grant Subaward #: VW22 30 0220		
B. Operating Costs - Line-item description and calculation	**20VOCA**	**22VWAO**	**22VOCA**	**Column1**	**Total Amount Allocated**
Per Diem: $44/day x 6 days- **$264** Registration: **$275** **MVA Operating Expenses Page Four: $3,318** Victim Expenses for Trial Hotel for up to seven(7) nights: $90/night + $11 taxes/night = $707 x 5 Victims- **$3,535** Transportation Reimbursement: Cost of Flights, buses, taxis (Up to $300 per victim x 5 Victims)- **$1,500** **MVA Operating Expenses Page Five: $0** **Total MVA Operating Expenses : $8,484**		$5,035			$5,03
Operating Costs Fund Source Totals		$17,289	$65,780		$83,069
OPERATING COSTS CATEGORY TOTAL					$83,069

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

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GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Pages

Multiple Fund Sources

Subrecipient: County of Mariposa			Grant Subaward #: VW22 30 0220			
C. Equipment Costs - Line-item description and calculation	19VOCA	21VWAO	21VCGF	20VOCA		Total Amount Allocated
*None to be acquired at this time MVA Personnel Totals- $91,516 MVA Operating Totals- $8,484 **VW21 28 0220 MVA Total: $100,000**						
Equipment Costs Fund Source Totals						
EQUIPMENT COSTS CATEGORY TOTAL						

Grant Subaward Totals - Totals must match the Grant Subaward Face Sheet	19VOCA	21VWAO	21VCGF	20 VOCA		Total Project Cost
Fund Source Totals	$165,000	$17,289	$85,680			$267,969

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

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GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: VW212 30 0220

Subrecipient: Mariposa County

The Mariposa County District Attorney's Office Victim Witness Program strives to expend funds in accordance with all rules and regulations set forth in the Grant Recipient Handbook. The personnel and operating costs have been developed to support the goals and objectives of the Program and provide the most in direct services to our victims and witnesses of crime in Mariposa County. We make every effort to keep indirect costs at a minimum. The Victim Witness Program includes a Victim Witness Supervisor (.90 FTE), a Victim Witness Advocate (1 FTE), Victim Witness Advocate (.20 FTE) and Senior Office Assistant (.50 FTE).

A. Personal Services – Salaries/Employee Benefits:

VICTIM WITNESS SUPERVISOR (.90 FTE):

Annual Salary: $71,636 at 90% = **$64,473** Annual Benefits at 90%: **$27,681**

The Supervisor has been employed with the Mariposa County District Attorney's Office for a total of eight years. The Supervisor has two years of Victim Service Advocate experience and has been the Supervisor for over six years. She has the entry-level certificate, Victim Witness Coordinator training certificate, the Child Forensic Interview techniques training certificate and numerous other crime-specific certificates, and training hours. She has a bachelor's degree in Sociology and a master's degree in Forensic Psychology with an emphasis in Victimology.

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

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GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: VW212 30 0220

Subrecipient: Mariposa County

The Supervisor manages the Victim Witness Services Program. She is responsible for program and grant oversight to ensure all goals for the program are met. The Supervisor will collect and track data, ensure goals and objectives of the program are carried out properly in a timely manner, communicate with Cal-OES, and complete quarterly and annual reports. The Supervisor will also review and assign cases to Victim Witness Advocates and assist with providing advocacy and services to victims of crime.

The Supervisor is also the primary handler for our new Courthouse Facility Dog that was placed with our program in April 2022. It is the responsibility of Supervisor to maintain, groom, exercise and feed the canine.

The Supervisor's salary is based on Mariposa County's Human Resources Policies and Procedures. The County's benefit package includes Social Security, Medicare, Administrative Health Fee, Dental, Vision, Employer Paid Health, Retire-Employer-Misc., Retire-EPMC-Misc., Retire-Employee, Retire-EPMC-, Employer Member Ret, Life Insurance, SDI, and Deferred Compensation-Cash Benefit.

Victim Witness Coordinator's 90% Salary, canine pay and Benefits total: **$92,154**

VICTIM WITNESS ADVOCATE- MVA (1 FTE):

Annual Salary: **$48,643**

Annual Benefits: **$19,835**

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GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: VW212 30 0220

Subrecipient: Mariposa County

This position is a specialized position within the victim services; the position has been filled by an advocate who has a bachelor's degree in Forensic Behavioral Sciences.

In addition to her education, she has vast experience in trauma response; she has been in the MVA Position for approximately three years, while concurrently working for almost four years as a Victim Witness Advocate. She has completed the Entry-Level Advocate Academy and has completed the Regional Crisis Response Training. In addition, she is a trained in forensic interview techniques.

The Advocate follows a victims' case from initial investigation to sentencing, providing support, and communicating with victims regarding the progression of the case. The Advocate also covers community outreach events that occur during the year on weekends and evenings. The 14 mandatory services are provided by the Victim Witness Advocate, some of which include crisis management, peer counseling, court support and updates, helps with Cal-VCP claims, victim impact statements, restitution, and Criminal Protective Orders. This position has a modified case load to allow for Mass Victimization Crisis-Response deployment as needed.

The Mass Victimization Advocate's position (MVA) will be a position that builds bridges with local community agencies, regional allies as well as helps plan and implement policies surround Mass Crisis Response. If available, the MVA will be deployed to regional crisis response units and provide field work that allows for trauma-informed care of victims.

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GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: VW212 30 0220

Subrecipient: Mariposa County

The Victim Witness Advocate's salary is based on Mariposa County's Human Resources Policies and Procedures. The County's benefit package includes Social Security, Medicare, Medical, Dental, Vision, Life Insurance, SDI State Disability, Retire-Employer-Misc. and Deferred Compensation-Cash Benefit.

Victim Witness Advocate 100% Salary and Benefits total: **$68,478**

VICTIM WITNESS ADVOCATE (.20 FTE)

Annual Salary $44,636 at 20%: **$8,827** Annual Benefits at 20%: **$4,955**

The Advocate follows a victims' case from initial investigation to sentencing, providing support and communicating with victims in regard to the progression of the case. The Advocate also covers community outreach events that occur during the year on weekends and evenings. The 14 mandatory services are provided by the Victim Witness Advocate, some of which include crisis management, peer counseling, court support and updates, helps with Cal-VCP claims, victim impact statements, restitution, and Criminal Protective Orders.

In addition to mandatory services, this position will be in the unique position to reach out to all victims of crime that are forwarded to the District Attorney's Office who has been listed as a victim or witness of a violent crime. Currently, our procedure includes a blanket letter to victims of crime in Mariposa County; this position will serve an initial liaison to start CalVCB applications if appropriate and referrals to community partners.

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: VW212 30 0220

Subrecipient: Mariposa County

At the present time, our current Advocate staff has a focus of violent crime victims, this position will aid in opening services and personal contact to the victim, rather than a formal letter alone.

Additionally, this position will be continued to be used to implement important Victim Services projects such a brochures, outreach efforts to the community and important policies and procedures.

Victim Witness Advocate 20% Salary and Benefits total: **$13,882**

OFFICE ASSISTANT (.50 FTE)

$15.978/ HOUR X 650 HOURS- **$10,386**

The Senior Office Assistant continues to be necessary for our program to address the increase in historic parole cases who are becoming eligible under new laws. In years' past Mariposa County has had minimal cases that have become eligible for parole board review and little to no impact on advocates working these historic cases and contacting these victims and family members. Currently, we have had to assign parole board cases to a specific advocate as the demand as become overwhelming in the last year. All our historic cases are still in paper format and quickly deteriorating. We utilize this position to prioritize victim-related parole cases so that all outreach efforts are statistically captured and our evidence in these cases are not lost as our paper file disintegrate. The current part-time office assistant has made significant progress and

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Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: VW212 30 0220

Subrecipient: Mariposa County

one of the most extensive cases in our history has been digitalized. It has made an positive impact on the way statistics are documented and contact with the victim's family (Next-of-Kin) has been documented thoroughly.

Senior Office Assistant total of 650 hours x $15.978- $10,386

Total SEIU Personnel Benefits are 43% of Annual Full-Time Permanent Salaries of $122,043 = $52,478.49 but only seeking to claim $ 52,471

Personnel Services Total: $184,900

B. Operating Expenses:

Office Expenses:

Operating expenses will be expended with caution and with attention to VOCA requirements. Costs for the Victim Witness Office include: Communication (telephones, internet, security) total of $350 per month x 12 months = **$4,200;** general office supplies (paper, pens, business cards, toner, shirts for public events, etc.) $1,250.25/month for 12 months = **$15,003** Courthouse Facility Dog Expenses, these are the inherent costs with the arrival of our program's courthouse facility dog, these include: food expenses $300/month x 12 months ($3,600), veterinarian costs $250/quarter x 4 quarters ($1,000), Grooming costs- $70/month x 12 months ($840), Training treats, doggie bags and dog essentials (bowls, beds, leashes etc.) $75/month x 12 months ($900), total costs **$6,340.**

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Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: VW212 30 0220

Subrecipient: Mariposa County

Technology: Wifi Hotspot for computer tablets- in-field CalVCB Applications, equipment- $150 + Monthly cost $50/month x 12 months ($600)- **$750,** Zoom yearly subscription: **$150**/year, Canva- digital art and media creation software for events, flyers, infographics and presentations, etc.**- $100**/year. County Janitorial services $328.02 x 12 months= **$3,936.** Copy machine rental, machine service costs $100/month for 12 months = **$1,200.** Publication purchases are needed for more up-to-date information for community outreach projects such as the Safe Family Fairs and, the Senior Fair, as well as for the Victim Witness Office and MVA Position thus our publication expenses are $75/month x 12 months = **$900.** Utilities: Electricity at $178.91/month x 12 months ($2,146.92); Water & Sewer $23.97/month x 12 months ($287.64); Propane $28.35/month x 12 months ($340.20); Maintenance $294.50/month x 12 months $294.50- Utilities total **$6,308.** Rent: Interview Room/Victim Witness Court waiting area/MVA Storage Space 4.5 FTE - 520 sq. ft. at 1.06 x 12 @ 100% = ($6,614.40) only claiming $6,600 (50% of building is being used as MVA Storage- $6,600 x 50% = $3,300 MVA); Office Space 570 sq. feet at .088/sq. ft. x 12 @100% = $601.92 (Only Claiming $599) Total Rent: **$7,199** .

We also have a required membership for CCVAA is **$125** annually and a membership for the Child Advocacy Centers of California at **$300**/year. Additionally, the liability insurance required by Mariposa County is **$5,419.** Vehicle costs include gas expenses averaging 2,000 miles/month at $1,508 yearly gas costs and $132 monthly maintenance expenses, which is $792 per year x 2 vehicles is **$3,016** and **$1584**, respectively.

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: VW212 30 0220

Subrecipient: Mariposa County

This year we are continuing to fund a petty cash fund for victims of crime to help cover crime-related expenses and bills. The fund will cover up to $600 in appropriate costs and expenses to victims. We have funds for up to five victims a year. Five (5) victims x $600- **$3,000**

Total: $59,530

Training and Travel:

Program personnel will attend several trainings and seminars during the year including various mandatory Regional Training sessions (Up to six) for the Mass Victimization Advocate (1 FTE) and Victim Witness Coordinator (.90 FTE). Our newest Victim Witness Advocate (1 FTE) will attend the Entry Level Victim/Witness Advocate Training. The Program Supervisor (1 FTE) will attend the Annual CDAA Conference. This year, our program will focus on the increasing crimes against children's cases and training for the American Professional Society on the Abuse of Children Colloquium and the CDAA Prosecuting Physical and Sexual Abuse of Children Conference. Additionally, Mariposa County has a large population of aging individuals, thus we are sending an advocate to the CDAA National Elder and Dependent Adult Abuse Symposium. Our Mass Victimization advocate and advocate will attend the NOVA 51st Annual Training Event and Leave No Victim Behind Conference.

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Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: VW212 30 0220

Subrecipient: Mariposa County

Due to the travel for the above trainings, we set out 49 nights of lodging at $95-159 per night (with applicable tax rates and resort fees), meals and incidentals at $44 per day and parking expenses of an average of $10-$15/day and Taxi costs ($40 + $40 = $80) for a total of **$10,114.** Mileage costs were estimated for travel to destinations for trainings out of the area at the rate of $.56 per mile at 1500 miles totaling **$840.** Airfare costs for Leave No Victim Behind $500 x 2 people, $1000 and the American Professional Society on the Abuse of Children Colloquium $595 x 2 people $1190 and the NOVA's 51st Annual Training Event $600 x 2 people $1200, (Luggage costs $280, $70/way x roundtrip x 2 trips x 2 people) for a total of **$3,670.** Registration costs are as follows: Leave No Victim Behind $379 x 2 people, $758, National Elder and Dependent Adult Abuse Symposium $275, NOVA'S 51st Annual Training $500 x 2 people, $1,000, and American Professional Society on the Abuse of Children Colloquium $449 x 2 people- $898, CDAA Annual Conference $599, CDAA Prosecuting Physical and Sexual Abuse of Children, $350 for a total of **$3,880.**

We have also incorporated funds for victims who are set to testify in major jury trials and hearings. We have set aside hotel expenses for up to seven (7) nights at $90/night + $11 taxes/ night= $707 per hotel stay up to five (5) victims for a total of **$3,535.**

Additionally, we have included transportation costs for victims who cannot travel by car and must use an airplane, bus, or taxis for their means of transportation. This would be $300 per victim x five (5) victims for a total of **$1500.**

Travel & Training Total: **$23,539**

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Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Budget Narrative

Grant Subaward #: VW212 30 0220

Subrecipient: Mariposa County

Total Operating Expenses: $83,069

C. Equipment:

None to be acquired at this time

A. *Total Personal Services – Salaries/Employee Benefits:* ***$184,900***

B. *Total Operating Expenses:* ***$83,069***

C. *Total Equipment Costs:* ***$0***

TOTAL PROJECT COSTS: $267969

After Hours Contact Information:

Jessica Mimnaugh-Victim Witness Supervisor
Cell: (209)620-9543

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

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GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Programmatic Narrative

Grant Subaward #: VW22 30 0220

Subrecipient: County of Mariposa

The Plan: The Victim Witness Services Program (VWSP) attempts to deliver assistance to all victims of crime, whether charges have been filed or not. No victim, no matter what the crime, will be turned away if services or assistance is requested. This office is notified immediately through our case management system as soon as a report is submitted into the District Attorney's case data base and victims are added to the case. Elements of the case can be seen and researched by the advocates, and copies of all documentation, including filing decisions and charging documents, can be viewed as soon as they are entered. This technological advancement has greatly increased the efficiency of our office in reviewing and updating our case files. With the use of our case management system, our office is much more efficient on communicating with victims, quickly assessing their needs, and providing them the services or referrals that they may require in a timely fashion. Additionally, whenever updates are made by either support staff or prosecutors, an email of any changes or offers to the case are emailed directly to the advocate assigned in the case. Thus, our program is consistently kept in the loop of any filing decision or impact to the criminal case.

VWSP receives most of its referrals from the Mariposa County Sheriff's Department, California Highway Patrol, and the California Fish and Game Department via the Mariposa County District Attorney's Office case management system. Additional referrals come to the office via Mountain Crisis Services (MCS), our local sexual assault and domestic violence advocacy center, Child Welfare and Adult Protective Services, Yosemite National Park Law Enforcement, and the local hospital, John C. Fremont Healthcare District. Our case management system further allows us to send reminders and immediate messages to the Deputy District Attorney assigned to the case, which in turn eliminates the necessity of traveling

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Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Programmatic Narrative

Grant Subaward #: VW22 30 0220

Subrecipient: County of Mariposa

to and from offices or phone calls back and forth. Court dates and minute orders are available without having to view the court's data base and then wait for the court clerks to send that information to our office.

Throughout the duration of the case, and often after the case is completed, contact with the victim is maintained. This is primarily done through phone communication and meetings at the office, but letters and emails are also utilized. All mandatory services are provided when requested and documented each time they are provided in the case management system with corresponding statistics and notes per interaction. Reports can be run efficiently to assist in the reporting requirements of Cal-OES as well as public inquiry and presentations to the public and community partners.

The most frequent services provided by our advocates are case status, case disposition, orientation to the Criminal Justice System, court support and escort, restraining order information, general follow-up assistance in person, phone and/or by letter, crisis intervention, Cal-VCB claim assistance, and help with preparation of victim impact statements. Restitution assistance is provided when requested and we have had many requests for this service and often includes several steps to have victims complete and provide appropriate documentation for a claim. In the 2020-2021 grant year a total of 5,533 services were provided to victims/witnesses of crime. Thus far during the 2021-22 grant year the VWSP has provided a total of 8383 services, reflecting an 66% increase over the prior year. We are also seeing a dramatic increase in services to parole board cases with victims of crime from years' past. Thus the need continue our current level of prioritizing historical paper files so that our services to all

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GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Programmatic Narrative

Grant Subaward #: VW22 30 0220

Subrecipient: County of Mariposa

victims are being accurately recorded and so that crucial victim contact is being digitally recorded for future victim services staff members.

The VWSP follows the guidelines set forth by the Cal-OES Recipient Handbook. The same guidelines are applied to the rules and regulations as they pertain to VOCA Guidelines and Procedures for assisting victims of crime. In addition, the Mariposa County Auditor's Office is subject to a yearly audit of the VWSP as a part of their annual audit, using an outside auditing firm. With funds provided by the XC grant, we propose to offer services in the North County region of Mariposa County upon request and available appointment times in a shared building with the Behavioral Health Department. This will enable the VWSP to reach out to those victims/witnesses who are unable to make the trip into Mariposa for our services.

VWSP attempts to utilizes volunteers to help assist victims and witnesses during trials, to help gather and complete information for Cal-VCB applications, and to assist with any clerical work that can be done within the office. It has been difficult in the past to acquire volunteers that are qualified to handle clients in extreme distress as well as to keep case information confidential. Being in a small community the issue of confidentiality and case sensitive information around volunteers who know a large amount of the population has created problems in the past, and extreme care must be taken to find appropriate help. We have recently had one individual interested in volunteering with our program, she is a student and may have reduced hours in which she can dedicate to our program, but we are seeking ways to keep her working with us through her school schedule.

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GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Programmatic Narrative

Grant Subaward #: VW22 30 0220

Subrecipient: County of Mariposa

The VWSP has a very close working relationship with MCS, MCSD, and the Child and Adult Protective Services (CWS/APS) through the Department of Health & Human Services. We have Operating Agreements in place with the above entities. MCS delivers comprehensive services to sexual assault and domestic violence victims either referred by VWSP or directly contacted. CWS/APS along with our Health & Human Services Department provides services for minor crime victims. Referrals are received from all the above-named organizations; however, the majority are generated by the MCSD. We work closely with the Sheriff's Deputies to provide safety tips and crime prevention services to victims. Deputies carry and hand out Marsy's cards to any victims they may encounter in the field and direct victims of domestic violence to MCS when applicable. MCS provides extensive assistance to the community through free family law and restraining order help, emergency shelter, clothing and food, counseling services, transportation, and support for medical emergencies. They continue to expanded their services under a comprehensive umbrella called the Alliance for Community Transformations that can provide responsive and preventative services including a youth center, recovery center, foster-care, homeless shelter, a re-entry program into the system from the judicial system, and advocacy and help for domestic and sexual violence. We routinely refer our victims there for these services, and we meet with their staff on a as need basis to discuss if any further services or help could be provided to our clients in common. In addition, the staff of VWSP meets monthly with other servicing agencies to discuss issues, events and share information regarding programs and collaboration efforts on cases.

Victim Witness Services staff work closely with both CWS and APS. If there is a need to conduct a child forensic interview, it is arranged and held within the VWSP Office. This has

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Programmatic Narrative

Grant Subaward #: VW22 30 0220

Subrecipient: County of Mariposa

proven invaluable as we are able to immediately assess the situation, file complaints in an expedited fashion, and provide instant access to services and referrals, when needed.

On occasion we work closely with APS when referred elder abuse cases, and often work with social workers to provide services to those that need additional assistance. We further work with the MCPO by providing follow-up assistance to victims of crime that receive restitution funds from convicted offenders. In addition, we can help locate victims when offenders are released from prison to advise them of the offender's re-entry to society and to help maintain their safety.

In recent months we have been enhancing our collaboration with our federal law enforcement partners in Yosemite National Park and have been contacted on occasion to assist with a forensic interview. We look forward to continued collaboration and a growing professional rapport with different members of law enforcement within the park boundary.

The VWSP is ADA compliant with wheelchair access. Services and victim rights information is provided in alternative formats to meet the needs of each person (such as foreign language or Braille). Accommodations can be made through our office and the Mariposa County Superior Court for those needing assistance in any way, either with language barriers or disabilities. Interpreters and/or sign language staff are available through the Mariposa County Superior Court by request and our office has transcriptions of several victim's right publications, provided by the California Attorney General. We currently have a bilingual advocate who works with victims who speak Spanish as their primary language, she also has prepared and created resources in both English and Spanish to address the language barriers we often encounter.

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GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Programmatic Narrative

Grant Subaward #: VW22 30 0220

Subrecipient: County of Mariposa

When working with victims that may have a disability or are elderly, our office works with the Superior Court to have cases heard in the downstairs courtroom to make accessibility, visibility and hearing easier. Sometimes a medical issue needs to be addressed and may include something as simple as a foam seat or backrest, even a specific amplifying headset to address the individual's needs. The District Attorney's Office and the Mariposa Superior Court have added in-camera and projection systems to accommodate closed circuit hearings for sensitive situations or to separate victims from defendants in child sexual assault cases. The Superior Court has added a new auditory system so that microphones and speakers are now in use to help with the acoustics of the historic building. Additionally, in light of the technological needs that COVID created, access to public hearings are available to stream the date and time of each public hearing, making access to hearing court information easily accessible for out of state victims and those who are unable to attend court regularly.

Victims may be taken by the VWSP Advocates through the MCDAO to be introduced to the Deputy District Attorney who will be handling their victimization through the court process. In this meeting, the Deputy District Attorney attempts to get a feel from the victim as to what kind of outcome they would hope to achieve. This is a refreshing view for a victim to be able to be heard and understood. In the last several years VWSP and the MCDAO has been focusing on community outreach and has developed a comprehensive system involving the VWSP staff, Deputy District Attorneys', a Sheriff's Investigator, and MCS personnel. Through this program we have been able to shorten the length of time between investigation and prosecution, increase the conviction rates, and largely decrease the stress of the case from start to finish for the victims. Overall, our goal is to make sure that victims receive advocacy and services

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

immediately after a crime is reported to help alleviate the trauma that they have endured, and to attempt to resolve the case in a timely manner that is consistent with their needs. In situations of domestic violence or dating violence the outcomes sometimes are not what they expect, but the Advocates and Deputy District Attorney's do their best to reduce the trauma they may face and provide the best services and referrals to help victims cope with the trauma that has been inflicted on them.

We have several goals for the 2022-2023 budget year. Training is at the top of our priority list after several years of limited training opportunities, including mandatory trainings for our open Advocate position, we anticipate the several training organizations will begin to offer and provide the necessary training for the Victim Witness Supervisor and our Advocates. The VWSP Supervisor will need to attend the two regional trainings and one of our Advocates will need to attend the Entry Level Advocate training. We have program staff who have not had the opportunities in years' past to attend frequent trainings due to the global pandemic, we hope that we are able to continue to find new opportunities to have advocates attend either in-person or virtual trainings. Our Mass Victimization Advocate will be using training and travel funds to attend Leave No Victim Behind as well as initiate training days with the MVA region.

Our Program has been fortunate to be able to obtain and use the funds through the Victim Witness Assistance Program to continue to hire staffs and cultivate direct services to victims with more accessibility to advocate staff and caseloads that are now manageable, and our advocates are not experiencing the levels of case burn-out as they have in the past. With the added benefit of filling program gaps in direct services and expanding our expertise to meet

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Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Programmatic Narrative

Grant Subaward #: VW22 30 0220

Subrecipient: County of Mariposa

victims from every crime type. Aside from turnover for one advocate position, our program has been fully staffed for the majority of the previous grant performance period.

In the 2020-2021 performance period, we experienced a dramatic increase for direct services to victims and next of kin for parole cases, this trend continues to be the case for parole cases today. Currently, we have one advocate who is assigned to assist our prosecutor who handles all parole board and life without parole cases. Our cases prior to 2014 are all hard copy files stored in the basement of former MCDAO office space. Currently, we hired a part-time Office Assistant to help digitalize these crucial files and help preserve the case's evidence. This is crucial for further arguments to help keep these violent offenders incarcerated for the time that was promised to our historical victims of crime. Her efforts to digitalize cases alleviates the work all staff have on these case moving forward, as we preserve contact information, statistical data from direct services and the integrity and evidentiary value of collected items from the crime scene(s), including, but not limited to: audio and video recordings, pictures and relevant documentation.

In addition, this year we will be implementing new objectives for the Mass Victimization Advocate. We still do not yet have a MVA Regional Operational Agreement, however, the MVA Regional MOU is in draft status with each respective county/agency for their review. Our Mass Victimization Advocate (MVA) has been spearheading all regional efforts and has several follow-up meetings to draft an agreement. Our MVA has had considerable struggles with engaging all counties within our region during these meetings. Specifically, in recent months where participation across the region are historically low due to the COVID Pandemic and the

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Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Programmatic Narrative

Grant Subaward #: VW22 30 0220

Subrecipient: County of Mariposa

ebb and flow of COVID mutations. It is our MVA's plan to begin hosting in-person regional planning meetings as soon as safe to do so as well as visiting with each county to understand the local resources in case of a Mass Victimization Incident (MVI) Currently, we have a regional MVA meeting every quarter with the next meeting slated for late Summer 2022. Locally, we have been engaging our community partners in continued education and awareness as new department heads have taken their respective new roles. We are confident in our ability to have meetings with new partners to work on the planning and aftercare needs of victims of mass violence. With continued collaboration we aim to enter partnerships with the Yosemite National Park, Mariposa County Health and Human Services Department and local hospitals and trauma centers in our region. In the advent of an emergency, our advocate can be deployed into the incident to assist in accessing resources, meeting with victims, filling out emergency request awards for CalVCB and providing trauma-informed care including the use of go-bags. These go-bags are available so that families and individuals have additional resources on-hand to move through the mass casualty incident with effective outreach and trauma support. We are continuing to focus on the needs of our community, while being mindful that our small rural community is more familiar with natural disasters (i.e. mudslides, atmospheric rivers, and wildfires, etc.).

In the previous performance period of MVA was successful in engaging our local CalOES Coordinator, we now are included within an addendum of the Crisis Response Plan for Mariposa County under Mass Care and Shelter. Our MVA will continue to work with our local CalOES Coordinator to participate in community discussions regarding an MVI, with a focus in the next performance period to connect with our local school district and their planning process.

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Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Programmatic Narrative

Grant Subaward #: VW22 30 0220

Subrecipient: County of Mariposa

Our advocates are trained in trauma-informed care and are available to give presentations to local agencies on the effect trauma-informed care has in the field, when it comes to a MVI. Mariposa County Victim Services aims to provide the level of integral services to victims of all crime types and to be a mutual aid tool to help victims across the state of California in their hour of need. At this time, we have three of our four staff fully trained in responding to a mass crisis event, we aim to send our newest hire to all available trainings within the performance period.

Our overall goals for our region are to have a final MOU implemented by the close of this performance period. Our MVA and region is poised for each step within the MOU draft process and many regional District Attorney's/Legal Divisions has already reviewed and approved the draft. Additionally, our MVA is committed to engaging with new leaders in our community and local CalOES response teams to continue dialogue on the importance of our services into the county local assistance plan/family assistance center for mass care and what that would look like in planned tabletop exercises. Finally, our county will also need to consider what further connections can be made to help our National Park in the advent of a mass crisis event.

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CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT

Subrecipient: County of Mariposa	**UEI #**	**FIPS #:** 043-00000
Grant Disaster/Program Title: Victim Witness Assistance Program		
Performance Period: 10/01/22 to 09/30/23	**Subaward Amount Requested:** $ 269,969	
Type of Non-Federal Entity (Check Applicable Box)	☐ State Govt ☒ Local Govt ☐ JPA ☐ Non-Profit ☐ Tribe	

Per Title 2 CFR § 200.332, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	3-5 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 years
3. How many grants does your organization currently receive?	1-3 grants
4. What is the approximate total dollar amount of all grants your organization receives?	$ 397,353
5. Are individual staff members assigned to work on multiple grants?	Yes
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	No
9. Do you have a written plan to charge costs to grants?	Yes
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Always
12. How many years do you maintain receipts, deposits, cancelled checks, invoices?	>5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	N/A

Certification: *This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.*	
Signature: (Authorized Agent)	**Date:**
Print Name and Title: Walter W. Wall, District Attorney/Project Director	**Phone Number:** (209)966-3626
Cal OES Staff Only: SUBAWARD #	

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Grant Subaward Service Area Information

Grant Subaward #: VW21 29 0220

Subrecipient: Mariposa County

1. County or Counties Served:
   County of Mariposa

   County where principal office is located: Mariposa

2. U.S. Congressional District(s) Served:
   4th United States Congressional District

   U.S. Congressional District where principal office is located: 4th

3. State Assembly District(s) Served:
   5th State Assembly District

   State Assembly District where principal office is located: 5th District

4. State Senate District(s) Served:
   14th State Senate District

   State Senate District where principal office is located: 14th District

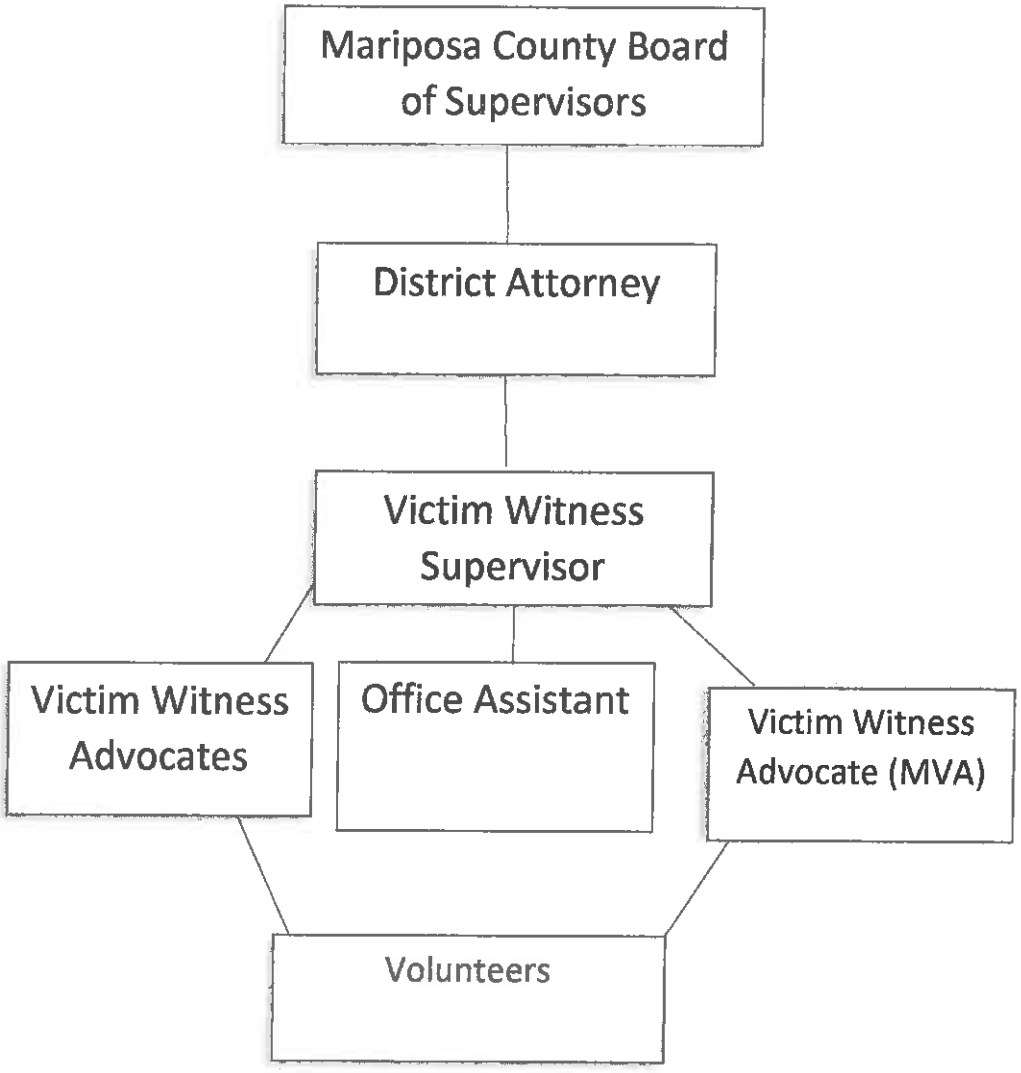
5. Population of Service Area: 17,131 by a April 1, 2020 U.S. Census Bureau

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

Organizational Chart

Mariposa County's District Attorney's

Victim Witness Assistance Program



Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

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Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program Match Waiver Request Form

Cal OES Subrecipients may request a partial or full match waiver for Victim of Crime Act (VOCA) Victim Assistance Formula Grant Program funds. Approval is dependent on a compelling justification. To request a partial or full match waiver, the Subrecipient must complete the following:

1. Cal OES Grant Subaward Number: VW22 30 0220
2. Subrecipient's Name: County of Mariposa
3. Grant Subaward Performance Period 10/01/2022 through 09/30/2023
4. VOCA Fund Source #1: 20VOCA
   - VOCA Victim Assistance Formula Grant Program Funds Awarded: $ 165,000
   - Amount of Match Proposed (post approved Match Waiver): $ 0
5. VOCA Fund Source #2 (if applicable): 22VOCA
   - VOCA Victim Assistance Formula Grant Program Funds Awarded: $ 85,680
   - Amount of Match Proposed (post approved Match Waiver): $ 0
6. Briefly summarize the services provided:

Assistance and Filing Victims of Crime Claim Form- Assisting victim in submitting necessary application forms to receive compensation for crime related expenses
Case Status and Disposition Information- Notifying victim of the status of their case and the current disposition
Community Resource and Counseling Referral- Directing victims to community resources which can be of further assistance
Court Escort and Support- Accompanying victims or witnesses to court
Crisis Intervention- Counseling, reassurance and support following the crime
Emergency Assistance- Meeting immediate needs of victim such as food, clothing and lodging
Orientation to the Criminal Justice System- Explaining the criminal justice system including information about their individual case
Restitution Information- Helping to obtain court ordered restitution from the convicted offender(s)

7. Describe practical/logistical obstacles and/or local resource constraints to providing match:

Mariposa County is a vast and rural county with the majority of its county revenue coming from tourism and Transient Occupancy Taxes, in recent years the county has also faced numerous natural disasters and states of emergencies due to atmospheric river events causing landslides and infrastructure damage. Additionally, our county has experienced two severe wildfires, and an economic downturn as a result of COVID-19.Thus, the county is not in a position to be able to fund additional programs other than critical services with the general fund. We hope in the future, the county will be in a stable position to be able to match federal tax dollars.

Approved ☒
Denied ☐

Susan Grace
Unit Chief Name

Susan Grace
Unit Chief Signature

05/04/2022
Date

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Operational Agreement Summary

Grant Subaward #: VW22 30 0220

Subrecipient: County of Mariposa

Participating Agency/Organization/Individual	Date Signed	Time Frame of OA
1. Mountain Crisis Services	06/01/2021	10/01/21 to 09/30/24
2. Mariposa County Sheriff's Department	04/28/2021	10/01/21 to 09/30/24
3. Mariposa County Health and Human Services	05/21/2021	10/01/22 to 09/30/23
4.		to
5.		to
6.		to
7.		to
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19.		to
20.		to

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

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Out-of-State Travel Request

Information and Instructions

Out-of-state travel is restricted and only allowed in exceptional situations. Subrecipients must receive Cal OES approval prior to incurring expenses for out-of-state travel (see Subrecipient Handbook Section 4.070). Subrecipients may request approval to travel out of state by submitting this form.

Complete all sections of the form, including a strong justification and required attachments. The Grant Subaward Director, or their designee identified on the Signature Authorization (Cal OES Form 2-103), must sign this form.

This form can be submitted as part of the Grant Subaward Application and/or with a Grant Subaward Modification (Cal OES Form 2-223), if not previously approved as part of the Grant Subaward Application.

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Out-of-State Travel Request
Cost Worksheet

Grant Subaward #: VW22 30 0220

Subrecipient: Mariposa County

ESTIMATED COSTS FOR ALL TRAVELERS

Airfare: 2 Travelers x $500 airfare = $1000

Rental Car: _____ Car x $_____ daily rate X _____ days = $0

Mileage: $_____ /mile Mileage rate x _____ miles = $0

Parking: = $0

Ground Transportation (i.e., Taxi, Uber, Shuttle, etc.): = $0

Lodging: 2 Travelers x $140 daily rate x 4 days = $1120

Per Diem: 2 Travelers x $44 daily rate x 5 days = $440

Other Costs:

Description:	Cost:	
Registration: $379 x 2 people	758	= $758

TOTAL COST NOT TO EXCEED: = $3,318

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Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Out-of-State Travel Request

Grant Subaward #: VW22 30 0220

Subrecipient: Mariposa County

Traveler(s): Jessica Mimnaugh & New Hire Advocate

Travel Dates: 06/05/2023 to 06/09/2023 Destination: TBD

Purpose of Trip: Attend the 30th Annual APSAC Colloquium

- [x] Conference/training not available in California - Attach brochures or registration information
- [ ] Victim advocacy
- [ ] Other - Attach any applicable documentation

Justification:

We would like to send advocates to attend this Colloquium for purposes of extending knowledge in all areas in which children may be the victims of crime. This training will provide our Supervisor with a deeper understanding of our services currently serve our victims, and the increase of child-involved victim cases we have been seeing in previous performance periods. It is our goal to be able to increase knowledge an understanding of the dynamics of reaching our child victim populations and the parents and guardians we serve. Child Physical and Sexual Abuse crimes are increasing exponentially here in Mariposa County and our program needs the expertise gained by going to this training to address evolving challenges in the field.

I hereby certify that the out of state travel is necessary for the accomplishment of the Grant Subaward.

Grant Subaward Director Name | Grant Subaward Director Signature | Date

Cal OES Approval

- [ ] Approved
- [ ] Denied

Program Specialist Signature | Date

- [ ] Approved
- [ ] Denied

Unit Chief Signature | Date

Attachment: Scan of RFA VW22 30 0220 (RES-2022-357 : Approve Victim Witness Assistance Program 2022-2023 Grant Application)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Out-of-State Travel Request
Cost Worksheet

Grant Subaward #: VW22 30 0220

Subrecipient: Mariposa County

ESTIMATED COSTS FOR ALL TRAVELERS

Airfare: 2 Travelers x $595 airfare = $1190

Rental Car: ____ Car x $____ daily rate X ____ days = $0

Mileage: $____ /mile Mileage rate x ____ miles = $0

Parking: = $84

Ground Transportation (i.e., Taxi, Uber, Shuttle, etc.): = $____

Lodging: 2 Travelers x $162 daily rate x 5 days = $1620

Per Diem: 2 Travelers x $44 daily rate x 5 days = $440

Other Costs:

Description:	Cost:
Registration: $449 x 2 people	898
luggage: $70 (roundtrip) x 2 people	140

= $1038

TOTAL COST NOT TO EXCEED: = $4,372

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MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: June 14, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Performance Evaluation - Child Support Services Director

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[ ] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
_____

[X] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review: Child Support Services Director (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property:_____
Agency negotiator: _____
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of 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: **CLOSED SESSION HELD**