Mariposa County

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

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
JULY 11, 2023

A. 9:00 AM Called to Order

Chair Menetrey called the meeting to order and noted Supervisor Forsythe is excused.

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

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

Dr. Kristina Keheley/Director of Health Services, introduced Kim Ballard/Deputy Director of Public Health and Andrew Carter/Deputy Director of Administration.

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

Public comment was received by Matthew Johnson/Librarian noted CA.23 through CA.26 are for security cameras at the different library branches. He noted the funds are coming from the Stroming Fund, which was donated by the Tillie Stroming Trust. He also noted the cameras are necessary due to an increase in the theft of audiobooks, CDs, and DVDs

Mike Brusa/Bear Valley noted he will continue to comment on CA.1, the continuation of the shelter crisis emergency. He noted that immunity from liability is a huge issue, and the government doesn't discuss how they do it. He noted he feels the emergency rules are horrible and lead to inappropriate decisions by the

government. He continued to note the emergencies and that the government's deniability is thoughtless.

Supervisor Smallcombe commented on CA.10, noting this is to approve an agreement with the Alliance. She noted this is a new program to create a family resource center for linkages to treatment and services. Joe Lynch/Health and Human Services Agency Director, noted that on the topic of MSHA, funds are the types of programs that would be at risk if the program Governor Newson is pushing is passed. Alison Tudor/Executive Director of the Alliance, noted the RFP had come out earlier this year. She noted they proposed, starting August 1st, offering groups, classes, and enrichment activities for LGBTQ support for young people and their families. Supervisor Poe noted he was happy to hear they would focus on North County. In response to another question, Ms. Tudor noted information would be disseminated through social media, foothill express, and information Boards.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Sheriff's Department**

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

CA3. **Sheriff's Department**

Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

CA4. **Administration**

Approve Amendments to the Job Classification Plan to Clarify Definitions and to Allow Human Resources to Make Substantiated Changes to Job Descriptions, Effective Immediately

CA5. **Agricultural Commissioner**

Approve Cooperative Service Agreement No. 23-7306-0260-RA the Annual Work and Financial Plan for Fiscal Year 2023/2024 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

CA6. **Agricultural Commissioner**

Approve the County Petroleum Products Program Cooperative Agreement No. 23-0153-000-SA for Fiscal Year 2023/2024 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Child Support Services**

Approve the Plan of Cooperation (POC) Between the Mariposa County Department of Child Support Services and the Superior Court of California, County of Mariposa; and Authorize the Board of Supervisors Chair to Sign the Plan AB1058 POC 2023-2025

CA8. **Clerk of the Board**

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

CA9. **Fire**

Approve an Automatic Aid Agreement with Tuolumne County Fire for Immediately Dispatched Mutual Aid and is being Pursued to Enhance Current Emergency Response; and Authorize the Board of Supervisors Chair, and Mariposa County Fire Chief to Sign the Agreement

CA10. **Health and Human Services Agency**

Approve an Agreement with Alliance for Community Transformations in the Amount Not to Exceed $121,000 for Development and Maintenance of An Early Intervention Program that Addresses and Promotes Recovery; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **Health and Human Services Agency**

Recognize Katherine Coggin for her service to the First 5 of Mariposa and Appoint Kristina Keheley, PhD, to First 5 of Mariposa County as a Member Representing Health and Human Services Agency (HHSA) to Fill an Unexpired Term Ending April 6, 2024

CA12. **Health and Human Services Agency**

Approve Budget Action Transferring Funds Within the Behavioral Health Department 402 Budget for Fiscal Year 2023 to Pay Expenses Through Year End ($620,000)

CA13. **Health and Human Services Agency**

Approve the Second Amendment with The Building Design Group (BDG) Extending the Term of the Agreement to September 30, 2023, for Architectural Design Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA14. **Health and Human Services Agency**

Approve an Agreement with Archie's Mini Storage for Storage Services (Units 153 and 167); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Health and Human Services Agency**

Approve an Agreement with Archie's Mini Storage (Units 152 and 168) for Storage Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA16. **Health and Human Services Agency**

Approve an Agreement with Alliance for Community Transformations in the Amount of $498,607 to Operate Connections Emergency Shelter Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA17. **Health and Human Services Agency**

Ratify the Submittal of CalAIM PATH CITED (California Advancing and Innovation in Medi-Cal Providing Access and Transforming Health Capacity and Infrastructure Transition Expansion and Development) Grant Application to Expand CIE (Community Information Exchange) Integrations, for $384,004; and Authorize the Health and Human Services Agency Director to Accept the Funds, if Awarded

CA18. **Health and Human Services Agency**

Approve First Amendment to Agreement with Transformations Increasing the Amount by $17,000 for a New Amount Not to Exceed $287,537; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA19. **Health and Human Services Agency**

Accept Resignation and Recognize the Service of Dale Silverman on the Mariposa County Commission on Aging

CA20. **Health and Human Services Agency**

Accept Resignation and Recognize the Service of Dale Silverman on the Area 12 Agency on Aging Advisory Council

CA21. **Health and Human Services Agency**

Approve an Agreement with Mariposa Safe Families in the Amount of $172,910 for Prevention Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA22. **Health and Human Services Agency**

Approve the Allocation of Two Registered Nurse Positions and one Program Administrator Position in HHSA as Part of the Memorandum of Understanding (MOU) with the Mariposa County Sheriff's Office for Jail Based Services (JBS), Effective Immediately

CA23. **Library**

Approve an Agreement with Johnson Controls in an Amount Not to Exceed $6,661.27 for the Installation of a Camera Security System at the El Portal Branch Library; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA24. **Library**

Approve an Agreement with Johnson Controls in an Amount Not to Exceed $7,337.50 for the Installation of a Security Camera System at the Wawona Branch Library; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA25. **Library**

Approve an Agreement with Johnson Controls in an Amount Not to Exceed $11,033.29 for the Installation of an Updated Security Camera System at the Mariposa Branch Library; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA26. **Library**

Approve an Agreement with Johnson Controls in an Amount not to exceed $12,355.37 for the installation of a security camera system at the Red Cloud Branch Library; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA27. **Library**

Adopt a Policy for Public Use of the Mariposa County Library 3D Printer

CA28. **Planning**

Appoint Marty Cerles to the Wawona Town Planning Advisory Committee with a Term Expiring February 28, 2025

CA29. **Probation**

Approve an Agreement with Alliance for Community Transformations in the Amount of $175,350 for Rehabilitative and Support Services to Probationers at the Mariposa Heritage House; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA30. **Probation**

Approve an Agreement with the Franchise Tax Board for Renewed Participation in Court Ordered Debt Program (FTB COD) for the Period of June 1, 2023 to May 31, 2026; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA31. **Public Works**

Approve Budget Action Transferring Funds within the Public Works Department Roads Fund to Capital Improvement Fund to Cover the Remaining Designs Cost of the Indian Peak and Harris Road Bridges ($162,000) (4/5ths Vote Required)

CA32. **Sheriff's Department**

Adopt a Resolution Authorizing the Mariposa County Sheriff to Apply for the California State Parks and Recreation Off Highway Vehicle Grant Fund Program; and Authorize the Sheriff to Sign the Grant Application and Any Documents Pertaining to this Grant (Subject to Approval as to Legal Form by County Counsel)

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Steve Engfer/Planning Director gave an update on the Brown Bear project.

Matt Johnson updated the Board on library activities, including the summer reading program. He gave kudos to his staff for their work on the activities. He noted that they have new library cards and digital literacy programs. Mr. Johnson noted the library had just finished a workshop on using the 3D printer. He noted they extended the hours of the Wawona library to 6 days a week.

Debra Barcellos/Mariposa Heritage House noted she had submitted her resignation. She introduced Summer Lynn Marquez who would be replacing her as Director at the end of September. Ms. Marquez noted she looked forward to being part of the team.

G. Public Comment on Non-Agenda Items

Jeananne Anne-Pine/Resident noted she has been researching flags. She noted many counties have flags, but Mariposa does not. She asked that a contest be made to create a flag that would unify us as a community.

Mike Brusa wanted to discuss the Declaration of Independence. He noted he had seen a Facebook feed that discussed the Board of Supervisors cancelling a meeting for the 4th of July. He noted he listened to the Declaration being read and noted people forget it is to keep the government accountable.

H. Regular Agenda Items

1. **Health and Human Services Agency**

   Receive a Presentation by Central California Alliance for Health, Providing an Update on a Community Organized Health Services planned for January 2024

Joe Lynch introduced the item, and Michael Schrader/CEO of Central California Alliance for Health. He introduced Danita Carlson and one other individual who was with him today. Mr. Schrader gave a PowerPoint presentation.

Public comment received by Mike Brusa.

Board discussion ensued.

RESULT: PRESENTATION HELD

I. Closed Session

Chair Menetrey introduced the closed-session items. No public comment.

10:18 AM Chair Menetrey recessed the Board into closed session.

1. **Board of Supervisors**

   CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: Health and Human Services Agency Director

RESULT: CLOSED SESSION HELD

2. **Board of Supervisors**

CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: County Health Officer

RESULT: CLOSED SESSION HELD

J. Report Out

11:24 AM Chair Menetrey reconvened and noted that information was received in both closed session items.

K. Board Information

Board information received.

L. Adjournment

11:30 AM adjourned in memory of Alberta Rose Garrett, Edwin Lee Appling Sr., Harriet Hanson, Alva Branson, and William "Billy" Franklin Thomas.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-348

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Resolution Continuing 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.

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-349

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

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RECOMMENDATION AND JUSTIFICATION

Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event.

BACKGROUND AND HISTORY OF BOARD ACTIONS

An extreme storm beginning on December 27th, 2022, caused ongoing damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.
January 11th, 2023: The Board ratified the January 5th, 2023 Local Emergency Proclamation Due to the 2022/2023 Meteorological "Atmospheric River" Event. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-350

MEETING:	July 11, 2023
TO:	The Board of Supervisors
FROM:	Jeremy Briese, Sheriff
RE:	Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023.

On February 23rd, 2023 a series of snow storms impacted Mariposa County. Heavy snowfall from the storms impacted many areas, causing downed trees and power lines. The snow accumulation caused damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.
On March 1st, 2023, Sheriff Jeremy Briese, acting as the Director of Emergency Services pursuant to Mariposa County Code Section 2.80.040, issued a Proclamation, declaring a local emergency.
On March 7th, 2023 the Board adopted a Resolution Ratifying the March 1, 2023 Proclamation by the Director of Emergency Services of the County of Mariposa, State of California, Proclaiming the Existence of a Local Emergency.

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

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

ABSTAIN: None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-351

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Amendments to the Job Classification Plan to Clarify Definitions and to Allow Human Resources to Make Substantiated Changes to Job Descriptions, Effective Immediately

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RECOMMENDATION AND JUSTIFICATION

Approve Amendments to the Job Classification Plan to Clarify Definitions and to Allow Human Resources to Make Substantiated Changes to Job Descriptions, Effective Immediately.
The recommended changes are intended to clarify definitions currently in the Job Classification Plan and provide Human Resources the ability to make non-substantive changes to job descriptions without returning to the Board for each adjustment. It also clarifies definitions for acting and interim assignments.

Specifically, the following modifications are recommended:

1.) In Section II., entitled Classification Plan, authority is delegated to the Human Resources Director/Assistant County Administrative Officer to add a Working Conditions and/or Physical Requirements section into a current class specification where it is absent.

2.) Also in Section II, authority is delegated to Human Resources to substitute an experience or education requirement in the minimum qualification section where currently only one type of experience is allowed. For example, if a current class specification requires two years of education, the recommended modification would allow Human Resources, in consultation with the appropriate department head, to modify the requirement to be two years of education or relevant experience.

3.) In Section IV., clarifying language is added to confirm that an acting assignment exists only when the current classification is filled, but the incumbent employee is on an extended leave of more than fourteen(14) days. An interim assignment, on the other hand, exists when a position is vacant and someone is appointed to complete the duties of the vacant position while a recruitment is conducted.

These modifications will allow Mariposa to be more competitive in a very competitive job market, acknowledge that people become qualified for County positions in various ways, streamlines the job description review process, supports a more efficient use of board time, and add important clarifying language that has been an issue for several departments in recent months. All County bargaining units have been notified about these changes and offered the opportunity to discuss potential impacts on County employees. Staff recommends approval at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board Adopted the Job Classification Plan for the County of Mariposa on 10/6/2015 (Res. No.15-466), and Amended it on both 12/15/2015 (Res. No 15-584) and 6/13/2017 (Res. No. 17-378).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve these changes and confusion would continue in regards to the use of interim versus acting and would also result in continued return to the Board for minor changes.

FINANCIAL IMPACT

none.

ATTACHMENTS

1. Proposal to Amend the Mariposa County Job Classification Plan

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

Proposal to Amend the Mariposa County Job Classification Plan adopted on 10/6/2015 (Res. No 15-466) and amended on 12/15/2015 (Res. No 15-584) and 6/13/2017 (Res. No 17-378)

II. Classification Plan

Working Conditions and Typical Physical Requirements: These sections outline the type of work environment in which workers perform their essential functions, and the mobility, lifting, vision, dexterity, hearing/talking, emotional/psychological, and environmental requirements. If these sections are missing from the class specification, the BOS grants authority to the Human Resources Director to add these required sections into each class specification, as required, without Board approval.

Minimum Qualifications: This section lists the educational background and work record that would typically indicate that an applicant would possess the knowledge and abilities to be successful in the job. This section can contain more than one qualifying education and experience pattern Experience can routinely substitute for education or vice versa. Therefore, the BOS grants authority to the Human Resources Director to modify class specifications to include a combination of education and experience language or some substitution to include experience or education without further action from the BOS. No other substantive changes may be made by the Human Resources Director without Board approval. It should be stressed that this section does not in any way refer to the qualifications of present employees.

IV. Classification Policies

Acting Assignments

An Acting assignment differs from an interim assignment.

An acting assignment exists when a qualified candidate is appointed by the County Administrative Officer or the Board of Supervisors (if the position is a Department Head position) to perform the duties of a classification when the permanent employee is on a leave of absence longer than fourteen calendar (14) days.

For an acting assignment, if an existing employee is appointed, they must meet the minimum qualifications and are placed in the actual position on a temporary basis and thus will receive the benefits of the higher class, if different from the benefits currently received. They are placed in the new salary range that provides the employee with at least a 5% increase without exceeding the maximum of the range. The acting assignment shall terminate when the employee returns from leave OR the employee, who permanently holds the classification does not return from leave and the position must be filled permanently.

For County department heads who are appointed in an acting assignment or a non-department head employee who is appointed as an acting department head, the following acting assignment parameters apply:

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- An acting assignment may not begin until the incumbent has been absent from work for at least fourteen (14) calendar days. The acting assignment cannot exceed 24 months in duration;

- For an existing department head who is appointed in an acting assignment, a 10% increase to the acting employee's base salary will be added. ~~after 30 days after the appointment and start of the acting assignment;~~

- When an existing non-department head employee is appointed as an acting department head, they will receive 90% of the base pay of the prior incumbent department head to which they are ~~assigned~~ appointed. ~~starting 30 days after appointment and start of the acting position.~~

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An interim assignment, alternatively, exists when a qualified candidate is appointed to perform the duties of a vacant position while the recruitment is underway. Again, the qualified candidate is appointed by the County Administrative Officer or the Board of Supervisors (if the vacant position is a Department Head position).

- In order for an interim assignment to be made, the position must be vacant.
- The employee appointed on an interim basis shall receive the base wage for the higher position, effective from the first day of the assignment, provided that the total continuous assignment is eighty (80) working hours or more.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-352

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Approve Cooperative Service Agreement No. 23-7306-0260-RA the Annual Work and Financial Plan for Fiscal Year 2023/2024 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

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RECOMMENDATION AND JUSTIFICATION

Approve Cooperative Service Agreement No. 23-7306-0260-RA the Annual Work and Financial Plan for Fiscal Year 2023/2024 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 2023/2024 for work performed in Mariposa County by the USDA/APHIS Wildlife Services Specialists. This year's budget includes an increase of 8.1% from FY 2023/2024. The FY 2023/2024 request is $90,476.13.

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, 2023, USDA/APHIS/Wildlife Services requires a "Letter of Intent" in order to ensure continued service beyond June 30, 2023.

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 2023/2024 agreement amount includes an increase of 8.1% from the FY 2022/2023 agreement. $90,476.13 was included in the FY 2023/2024 budget for the Agricultural Commissioner.

ATTACHMENTS

1. **Wildlife Service 0143 FY23 FP -Mariposa County**
2. **Wildlife Service 0143 FY23-28 CSA-Mariposa County**
3. **Wildlife Services Self Insurance 2023**
4. **Mariposa Intent Agreement # 23-7306-0260-RA**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

FINANCIAL PLAN

Cooperator: MARIPOSA COUNTY
Contact: Monica Nielson, Agricultural Commissioner
Cooperative Service Agreement Number: 23-7306-0260-RA
WBS Element: AP.RA.RX06.73.0143
FMMI Shorthand Code: 23XXWSWR0606REIMBRX06730143
Location: Mariposa County, CA
Dates: 07/01/23 – 06/30/2024

Work Plan:

This Work Plan is in reference to Cooperative Service Agreement No. 23-7306-0260-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 $90,476.13 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	$	58,512.00
Travel	$	697.00
Vehicles	$	6,966.00
Other Services - CEC	$	1,500.00
Supplies and Materials	$	1,741.00
Equipment	$	1,741.00
Subtotal (Direct Charges)	$	71,157.00
Pooled Job Costs	11.00%	$ 7,827.27
Indirect Costs	16.15%	$ 11,491.86
Aviation Flat Rate Collection		$ -
Agreement Total	$	90,476.13

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.

Financial Point of Contact/Billing Address [as appropriate]:

Cooperator Name, Address, Phone Number, Email	APHIS-WS State Office Name, Address, Phone Number, Email
	Krista Dupre', Budget Analyst 3419A Arden Way Sacramento, CA 95825 (916) 979-2675 Krista.M.Dupre@usda.gov

Signatures**:**

Cooperator Name/Signatory Official, Address, and Phone Number:
Mariposa County
5009 Fairgrounds Road (Physical Address)
P.O. Box 905 (Mailing Address)
Mariposa, CA 95338

Cooperator's Signature Date

APHIS-WS Signatory Name, Address, and Phone Number:
USDA APHIS WS
3419A Arden Way
Sacramento, CA 95825
(916) 979-2675

Dennis L. Orthmeyer, California State Director

APHIS-WS Signatory Name, Address:
USDA APHIS WS
2150 Centre Avenue
Building B, Mail Stop 3W9
Fort Collins, CO 80526

Keith P. Wehner, Western Regional Director

WS Agreement Number: 23-7306-0260-RA
WBS: AP.RA.RX06.73.0143

[optional] Cooperator PO: _____

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 Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. USDA-APHIS-WS shall perform services set forth in this Cooperative Service Agreement that constitutes an IWDM program that addresses the need for managing conflicts caused by predators and other nuisance wildlife in Mariposa County.

2. 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 the Agreement shall be expended only towards the activities and related expenses outlined herein.

3. 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.

4. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add, or delete services from the CSA and/or Financial Plan.

5. The Cooperator certifies that USDA-APHIS-WS has advised the Cooperator there may be private sector service providers available to provide IWDM services that the Cooperator is seeking from USDA-APHIS-WS.

6. 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.

7. 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.

8. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of USDA-APHIS-WS.

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

10. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement:

Cooperator Name, Address, Phone Number, Email
Monica Nielsen, Agricultural Commissioner

5009 Fairgrounds Road

P.O. Box 905

Mariposa, CA 95338

(209) 966-2075

MNielsen@mariposacounty.org

2. To authorize USDA-APHIS-WS to conduct direct control activities as defined in the Work Plan. USDA-APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn USDA-APHIS-WS as to dangerous conditions or activities in the project areas.

3. To 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 services submitted via an invoice from USDA-APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.

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

5. 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.

6. To notify USDA-APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.

7. The Cooperator acknowledges that USDA-APHIS-WS shall be responsible for administration of USDA-APHIS-WS activities and supervision of APHIS-WS personnel.

8. The Cooperator will not be connected to the USDA-APHIS computer network(s).

ARTICLE 5 – USDA-APHIS-WS RESPONSIBILITIES

USDA-APHIS-WS Agrees:

1. To designate the following as the USDA-APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

<u>USDA-APHIS-WS State Director: Name/Title, Address, Phone Number, Email</u>
Dennis L. Orthmeyer/California State Director

3419A Arden Way

Sacramento, CA 95825

(916) 979-2675

Dennis.L.Orthmeyer@USDA.GOV

2. To conduct activities at sites designated by Cooperator as described in this CSA and Financial Plans. USDA-APHIS-WS will provide qualified personnel and other resources necessary to implement the approved IWDM activities delineated in the CSA and Financial Plan of this agreement.

3. 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.

4. 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.

    a. Conduct all control activities with trained USDA-APHIS-WS employees and volunteers.
    b. 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.
    c. 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.
    d. Provide operational 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 operations may include but are not limited to the monitoring, trapping, dispersal, and removal of wildlife causing damage to property, livestock, crops, and natural resources.
    e. 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.

5. To invoice Cooperator quarterly for actual costs incurred by USDA-APHIS-WS during the performance of services agreed upon and specified in this CSA and the Financial Plan. 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

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate USDA-APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides USDA-APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent USDA-APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under 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 – LAWS AND REGULATIONS

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, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

USDA-APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 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 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on 1 July 2023 and shall continue through 30 June 2028, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not

provide necessary funds, USDA-APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 94-6000880
APHIS-WS's Tax ID: 41-0696271

Cooperator**:**
Mariposa County
5009 Fairgrounds Road
P.O. Box 905
Mariposa, CA 95338-0905

_____ _____
County Representative/Title Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
3419A Arden Way
Sacramento, CA 95825

_____ _____
Dennis L. Orthmeyer, California State Director Date

_____ _____
Keith P. Wehner, Western Regional Director Date

Animal Plant Health
Inspection Service

Emergency & Regulatory
Compliance Services

Investigative & Enforcement Service
Animal Health Enforcement & Tort Claim Branch
250 Marquette Ave Suite 410
Minneapolis, MN 55401

To Whom It May Concern:

The United States Department of Agriculture (USDA) as an agency of the Federal government is a self-insured entity.

The Federal Tort Claims Act (28 U.S. C. 1346(b), 2671 et seq) is the legal mechanism for compensating persons injured or property damaged by a negligent or wrongful act of a Federal employee, when committed within the scope of their employment.

Employees of the USDA are Federal employees and would be covered by Federal workers' compensation insurance if injured while in the performance of their duties.

I hope this information is satisfactory and meets your requirements for proof of insurance. If you have any questions or concerns, you may contact me at Area Code (612) 336-3269.

Sincerely,

ELIZABETH JOHNSON GROTH

Digitally signed by ELIZABETH JOHNSON GROTH
Date: 2022.08.31 07:53:40 -05'00'

Elizabeth Groth

Legal Administrative Specialist

Mariposa County

MONICA NIELSEN
Agricultural Commissioner &
Sealer of Weights and Measures

5009 Fairgrounds Road
Post Office Box 905
Mariposa, CA 95338
(209) 966-2075 Phone
(209) 966-2056 Fax
agcomm@mariposacounty.org

June 9, 2023

United States Department of Agriculture
Animal and Plant Health Inspection Service
Wildlife Services
3419A Arden Way
Sacramento, CA 95825

Dear Mr. Orthmeyer:

In the absence of a fully executed Financial Plan for the FY23/24 budget year, this letter expresses our desire for USDA-APHIS-WS to continue to provide all field services conducted under USDA-APHIS-WS Financial Plan 23-7306-0260-RA for the period of July 1, 2023, through June 30, 2024. USDA-APHIS-WS will be compensated for actual services provided during this period not to exceed $90,476.13 according to the terms set forth in 23-7306-0260-RA and only at such time as funds are allocated to this department for such services.

This letter also serves to verify our intent to enter into the 2023/2024 USDA-APHIS-WS Wildlife Damage Management Program with a full funding level of $90,476.13.

It is anticipated that the Financial Plan will be signed by the Board of Supervisors on July 11, 2023. All signed original copies will be forwarded to USDA-APHIS-WS for processing.

Sincerely,

Monica L. Nielsen

County Representative Title

6/9/2023
Date

Dennis L. Orthmeyer, California State Director

Date

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-353

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Approve the County Petroleum Products Program Cooperative Agreement No. 23-0153-000-SA for Fiscal Year 2023/2024 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve the County Petroleum Products Program Cooperative Agreement No. 23-0153-000-SA for Fiscal Year 2023/2024 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Petroleum Products program is work performed in Mariposa County for the inspection of retail petroleum distributors in the County. The total available FY 2023/2024 contract amount for this agreement is $1,125 - unchanged from the previous fiscal year's petroleum products program subvention amount.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The previous cooperative agreement for FY 2022/2023 was approved by Resolution No. 2022-317.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The subvention amount for the County Petroleum Products Program Cooperative Agreement No 23-0153-000-SA was included in the FY 2023/2024 budget revenues in the amount of $1,125.

FINANCIAL IMPACT

The $1,125 State subvention for this Cooperative Agreement with CDFA will be included in the State Revenue account for the Agricultural Commissioner/Sealer of Weights and Measures Requested Budget for Fiscal Year 2023/2024.

ATTACHMENTS

1. 2023 2024 CDFA Petroleum Agreement 23-0153-000-SA

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III

Supervisor Toso, District II Supervisor Poe

ABSTAIN: None

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.3/2023)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
23-0153-000-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, 2023 through June 30, 2024

3. The maximum amount of this Agreement is: $1,125.00

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 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Attachments: Scope of Work and Budget	

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

RECIPIENT

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

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
Post Office Box 905, Mariposa, CA 95338

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING

ANNABELE CUTAJAR, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein: Inspection of service stations, quick lube and oil change shops, and auto service shops for compliance with the Business and Professions Code (BPC) Division 5.

Project Title: Fuels, Lubricants and Automotive Products Program

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Rebecca Bland	Name:	Monica Nielsen
Division/Branch:	Measurement Standards / Fuels, Lubricants, & Automotive Products Program	Organization:	COUNTY OF MARIPOSA
Address:	6790 Florin Perkins Road, Suite 100	Address:	Post Office Box 905
City/State/Zip:	Sacramento, CA 95828	City/State/Zip:	Mariposa, CA 95338
Phone:	916-229-3000	Phone:	209-742-1408
Email Address:	rebecca.bland@cdfa.ca.gov	Email Address:	mnielsen@mariposacounty.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Jessica Franklin	Name:	Monica Nielsen
Division/Branch:	Measurement Standards / Fuels, Lubricants, & Automotive Products Program	Organization:	County of Mariposa
Address:	6790 Florin Perkins Road, Suite 100	Address:	Post Office Box 95
City/State/Zip:	Sacramento, CA 95828	City/State/Zip:	Mariposa, CA 95338
Phone:	916-229-3300	Phone:	209-966-2075
Email Address:	jessica.franklin@cdfa.ca.gov	Email Address:	mnielsen@mariposacounty.org

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

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.

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.

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.

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.

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

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

19. Publicity and Acknowledgement

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

20. News Releases/Public Conferences

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

21. Scope of Work and Budget Changes

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

22. Reporting Requirements

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

23. Equipment

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

24. Closeout

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

25. Confidential and Public Records

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

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.

27. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

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 are those established by the Federal Travel Regulation, issued by General Services Administration (GSA), including the maximum per diem and subsistence rates prescribed in those regulations.

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.

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.

SCOPE OF WORK

In the best interest of the state, under the authority of the Secretary of the California Department of Food and Agriculture (CDFA), and in accordance with the California Business and Professions Code (BPC), Section 13434, the Division of Measurement Standards (Division) and the county (County) agree to the conditions and requirements within this Scope of Work.

The Division will pay the County $75.00 for each completed initial inspection of a business establishment selling or distributing petroleum and/or automotive products, provided the inspection is completed to determine compliance with BPC Chapters 14, 14.5 and 15. The total allocation to the County for these inspections shall not exceed this Agreement. For purposes of this Agreement, an initial inspection is the first physical inspection in the fiscal year of a business establishment where the ***primary*** business is selling fuels, lubricants, and automotive products; e.g., retail service stations, distributors of engine fuels, oils, and quick-lube shops. Inspections at equipment rentals, marinas, and/or aviation fuel locations will not be accepted. No compensation will be paid for duplicated site inspections at the same location anytime during the same fiscal year.

Inspection Requirements:

The County shall complete an initial inspection to verify compliance with the appropriate provisions of the BPC and the California Code of Regulations relating to the advertising and labeling of fuels, lubricants and automotive products, and for compliance with the provisions of BPC Section 13660. Findings shall be recorded on the Petroleum Inspection Report supplied by, or approved by, the Division.

Within five (5) working days of conducting an inspection, the County shall submit a completed legible copy of the pink Petroleum Inspection Report form to the Sacramento office. Electronic submission may be provided to the Fuels, Lubricants, and Automotive Products Program's e-mail address at cdfa.dms_petroleum@cdfa.ca.gov.

The assigned number of inspections at brake shops, quick-lube shops, and other retail establishments selling bulk lubricant products or automotive products shall not exceed 10% of the total annual initial inspections authorized. The Division reserves the right to, at its discretion, assign and direct the County to collect designated samples of bulk lubricants or automotive products for the purpose of conducting marketplace surveys and initial inspections at specific stations. The business establishments visited for the purpose of obtaining these designated samples shall be counted as inspections authorized under this Agreement and will be billable up to $75.00 per location. Prior to being assigned sampling duties, the Division will provide training in the proper sampling and chain of evidence completion procedures. Unless otherwise directed, all samples are to be submitted to the Division's laboratory in Sacramento.

Sample containers will be provided by the Division. Payment for product samples and transportation of the sample to the Division's laboratory shall be the sole responsibility of

the County. The County will use the inspection and sampling procedures outlined in the Division of Measurement Standards' "Petroleum Products Program Manual." Off-sale of samples not meeting product specifications shall be the responsibility of the County, or the Division if requested to do so by the County and will be processed in accordance with the guidelines established in the Division's "Citation Manual." Current versions of the "Petroleum Products Program Manual" and the “Citation Manual” are available on the DMS County Portal.

Nothing in this Agreement prevents or precludes Division staff from performing routine business establishment inspections within the County. The County will be notified when Division staff is performing these inspections within the County. The Division also reserves the right to re-inspect business establishments that were previously inspected and billed for by the County. These re-inspections are for the purpose of evaluating the work of the County. Enforcement action, if needed, will be taken by Division staff following the “Citation Manual” guidelines.

Per BPC Section 12015, the County agrees that appropriate enforcement action shall be taken upon discovery of violation(s) at the business establishment being inspected. The enforcement actions will be handled in accordance with the guidelines established in the Division's "Citation Manual." If the appropriate enforcement action is more than the issuance of a Notice of Violation (NOV), and if the County is unable or fails to take that action against the violator, the Division shall take the specified enforcement action and payment for the inspection will be withheld.

The original inspection report shall be maintained at the County Office of Weights and Measures for four (4) years and be made available to the CDFA upon request.

All requests for payment under this Agreement shall be made using the Fuels, Lubricants, and Automotive Products Agreement Invoice with the County’s official letterhead. The invoice shall be submitted quarterly and include a summary sheet with the following information: the total number of initial inspections conducted; the name and address of the business establishment inspected; the number of designated samples taken; the name and address where the samples were taken; and the amount of money requested. Funds will be disbursed to the County on approval of the invoice submitted quarterly.

How to submit quarterly invoice:

Electronic submission: cdfa.dms_petroleum@cdfa.ca.gov

or

Mail to: Division of Measurement Standards
6790 Florin Perkins Road, Suite 100
Sacramento, CA 95828

County Letterhead Here

Fuels, Lubricants, and Automotive Products Program Agreement

INVOICE

To:

California Department of Food & Agriculture
Division of Measurement Standards
6790 Florin Perkins Road, Suite 100
Sacramento, CA 95828
Attn: Jessica Franklin, Agreement Manager

Agreement #	_____
Fiscal Year	**FY 2023/24**
Quarter	_____
Program Code	**9999000551**

In accordance with the California Business and Professions Code Section 13434, funds have been allocated for CDFA to pay the County of _____ in the sum of $ _____ for fiscal year 2023/24.

The County has complied with the conditions as required.

Approved: _____ Date: _____
County Representative

Approved: _____ Date: _____
Division of Measurement Standards

Include a summary list stating the total number of initial inspections conducted, number of designated samples taken, and amount of money requested.
Electronic submission may be provided to the Fuels, Lubricants, and Automotive Products Program's e-mail address at cdfa.dms_petroleum@cdfa.ca.gov.

Fuels, Lubricants and Automotive Products Program
FY 2023/24

BUDGET

County: Mariposa

Fuels, Lubricants and Automotive Products Program Enforcement: Program Code - 9999000551

15	Site Inspections at $75.00 per Inspection:	**$ 1,125.00**

Total Agreement Amount:	**$ 1,125.00**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-354

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Jeffrey Witthun, Director of Child Support Services

RE: Approve the Plan of Cooperation (POC) Between the Mariposa County Department of Child Support Services and the Superior Court of California, County of Mariposa; and Authorize the Board of Supervisors Chair to Sign the Plan AB1058 POC 2023-2025

RECOMMENDATION AND JUSTIFICATION

Approve the Plan of Cooperation (POC) Between the Mariposa County Department of Child Support Services and the Superior Court of California, County of Mariposa; and Authorize the Board of Supervisors Chair to Sign the Plan AB1058 POC 2023-2025

BACKGROUND AND HISTORY OF BOARD ACTIONS

There has been a Plan of Cooperation between the two agencies since 2000.
This Plan of Cooperation is a two-year agreement until September 30, 2025, which outlines the roles and responsibilities between the two local agencies as required by the AB1058 guidelines.

The Plan of Cooperation agreement is a template approved between the State Department of Child Support Services and the Judicial Council of California. The agreement requires the signatures of the Director of the Local Child Support Agency and the local Superior Court. The Plan of Cooperation is required for both agencies and is tied to eligibility for State funding.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and provide direction.

FINANCIAL IMPACT

The Plan of Cooperation is necessary to ensure funding for the AB1058 program in the Superior Courts of California, County of Mariposa.

ATTACHMENTS

1. **POC Superior Courts 2023-2025**
2. **FY2023 Court-LCSA POC_2023-2025**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III

Supervisor Toso, District II Supervisor Poe

ABSTAIN: None

Request to Approve the Plan of Cooperation Between Child Support Services and Superior Courts of California

Item ID 207

AB1058 POC 2023-2025

FINANCIAL IMPACT:
The Plan of Cooperation is necessary to ensure funding for the AB1058 program in the Superior Courts of California, County of Mariposa.

RESOLUTION – ACTION REQUESTED BODY:
Approve the Plan of Cooperation (POC) Between the Mariposa County Department of Child Support Services and the Superior Court of California, County of Mariposa; and Authorize the Board of Supervisors Chair to Sign the Plan.

RECOMMENDATION AND JUSTIFICATION:
Approve the Plan of Cooperation (POC) Between the Mariposa County Department of Child Support Services and the Superior Court of California, County of Mariposa; and Authorize the Board of Supervisors Chair to sign the Plan.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
There has been a Plan of Cooperation between the two agencies since 2000.

This Plan of Cooperation is a two-year agreement until September 30, 2025, which outlines the roles and responsibilities between the two local agencies as required by the AB1058 guidelines.

The Plan of Cooperation agreement is a template approved between the State Department of Child Support Services and the Judicial Council of California. The agreement requires the signatures of the Director of the Local Child Support Agency and the local Superior Court. The Plan of Cooperation is required for both agencies and is tied to eligibility for State funding.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and provide direction.

PLAN OF COOPERATION

BETWEEN
MARIPOSA LOCAL CHILD SUPPORT AGENCY AND MARIPOSA LOCAL COURT

PLAN OF COOPERATION
Between
LCSA AND COURT

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PLAN OF COOPERATION
Between
LCSA AND COURT

1. PURPOSE

Assembly Bill 1058 (AB 1058), signed in 1996, established the Child Support Commissioner and Family Law Facilitator Program. The purpose of this legislatively mandated statewide program is to provide a cost-effective, expedited, and accessible process in the courts for establishing and enforcing child support orders in cases being enforced by local child support agencies. This mandate requires each superior court to have a child support commissioner to hear Title IV-D child support cases and to maintain an Office of the Family Law Facilitator to assist self-represented litigants. Title IV-D of the Social Security Act (42 U.S.C. § 601 et seq.) provides that each state shall establish and enforce support orders when public assistance has been expended or upon request for services by a parent.

AB 1058 provided for streamlined procedures in the courts and dedicated child support staff. The two (2) major elements of the AB 1058 Program are the Child Support Commissioner (CSC) component, and the Family Law Facilitator (FLF) component which were established in each court.

The purpose of this Plan of Cooperation (POC) is to describe the distinct roles and responsibilities to be performed by the local child support agency and the local court as each entity complies with its respective duties under Family Code sections 4250 - 4253 and 10000 – 10015, collectively also known as the AB 1058 Program.

This POC in no way shall abridge or infringe on the separate role of the court in exercising its duties over the application of the law in matters put before the court in individual cases. However, each party agrees to comply with Title IV-D and all implementing federal and state regulations and requirements promulgated thereunder.

2. AUTHORITY

The authority for the parties to enter into this POC is 42 USC § 654(7), 45 CFR § 302.34 and 45 CFR § 303.107.

This POC is entered into by and between the Mariposa County Department of Child Support Services (LCSA) and the Mariposa Superior Court of California (Court). LCSA and Court are hereinafter referred to collectively as the “Parties” and individually as “Party”.

This POC and any amendments must be approved by the Director of the California Department of Child Support Services (DCSS Director) pursuant to Family Code § 17304(b) and (c) and will be approved as to form by the Judicial Council's AB 1058 Program Manager.

Each Party shall appoint a person to serve as the official contact and coordinator of the activities of each Party in carrying out this POC. In the event of a change of contact person, the Party shall promptly notify the other Party of the new contact. The initial appointees of each Party are:

Court:
Desire Leard, Court Executive Officer
leardd@mariposacourt.org

LCSA:
Jeffrey Witthun, Director of Merced-Mariposa Region
Jeffrey.witthun@countyofmerced.com

3. STANDARDS FOR PERFORMANCE

Pursuant to 45 CFR § 303.107(b) and 45 CFR § 305.63, and upon adequate grant funding sufficient to meet staffing needs, the Parties to this POC agree to maintain an organizational structure and sufficient staff to maximize compliance with all Title IV-D performance standards, including time frames as defined in all relevant federal and state laws and regulations.

4. RESPONSIBILITIES

4.1. LCSA Responsibilities

The LCSA agrees to the following:

4.1.1. Contribute to maximizing compliance with case processing time frames established by all relevant federal and state laws and regulations by:

a. Promptly preparing the initial case and forwarding legal documents relating to the functions to be performed to the Court or other destinations as appropriate.
b. Monitoring and managing workflow to minimize intermittent backlogs and/or extraordinary increases in the volume of documents submitted to Court.
c. Maintaining sufficient legal staff to make all court appearances on Title IV-D issues.

d. Making timely requests for court reporters and/or interpreters for court hearing appearances.

4.1. 2. Prepare and file legal documents, electronically where available, with the court.

4.1.3. Track cases, and actions within cases, including maintaining records of documents forwarded to the Court and documents returned from the Court.

4.1.4. Request that all hearings for child support matters are calendared for hearing by the Court's Child Support Commissioner(s) when the Commissioner(s) is/are available.

4.1.5. Prepare and submit orders and judgments promptly for signature by the Court's Child Support Commissioner(s).

4.1.6. Send electronic versions of data to the Court for those documents that may be electronically filed (e-filed).

4.1.7. Assist, where appropriate, the Family Law Facilitator in providing education and training regarding the Title IV-D child support program.

4.1.8 Ensure that case workers and attorneys complete annual training including but not limited to changes to federal and state child support law, rules of evidence, caselaw, the Uniform Interstate Family Support Act (UIFSA), and the calculation of child support using the Child Support Enforcement (CSE) Guideline Calculator.

4.2. Court Responsibilities

4.2.1. Oversee the selection and appointment of the Court's Child Support Commissioner(s) and Family Law Facilitators. Supervise the Court's Child Support Commissioner(s).

4.2.2. Ensure Title IV-D child support actions brought before the Court's Child Support Commissioner(s) have priority over other case types pursuant to Family Code § 4252.

4.2.3. To the extent permissible by law, Family Code § 7643, and California Rules of Court, rule 2.540, provide LCSA with electronic access to confidential and public records for child and spousal support, parentage, dissolution, legal separation, nullity of marriage, child custody proceedings, and domestic violence prevention proceedings.

4.2.4. Work with the local child support agency to develop and implement filing and processing standards for all documents filed with the Court by the LCSA in Title IV-D cases, including electronic filing where available.

The time processing standard should not exceed ten (10) Court days or immediately upon request for a specific filing in exceptional circumstances with adequate notice to the Court and a showing of urgency.

If the Court is unable to meet these timeframes due to circumstances beyond the Court's control, the Court will inform and work with the LCSA to develop a plan to ensure timely filing of child support documents to the extent possible based on the Court's level of grant funding to meet staffing needs.

4.2.5. Provide court calendar time to meet 42 USC § 666(a)(2), 45 CFR § 303.4, and Family Code § 17400(c) processing timeframes, specifically;

a. That the court assigns a hearing date within three (3) to five (5) Court days of the filing of moving papers that require a hearing unless a later date is requested by the LCSA, other party to the case, or as otherwise granted or ordered by the Court..
b. The assigned Court dates shall not exceed sixty (60) calendar days from the date of the filing of the moving paper unless an extension is requested by the LCSA or as otherwise granted or ordered by the Court.
c. In the event of a change to the Court's weekly hearing schedule or weekly calendar which results in more than three (3) "dark" or non-operational court days in a month, the Court shall provide the Local Child Support Agency with a minimum of 30 days' notice. Where the Court is unable to meet this timeframe, due to circumstance beyond the Court's control, the Court shall provide notice as soon as the circumstance is known.
d. If the Court is unable to meet these timeframes due to circumstances beyond the Court's control, within thirty (30) calendar days, the Court will inform and work with the LCSA to develop a plan for meeting the timeframes outlined in subsections a and b, above, or in the alternative, agree to different specified timeframes that meet the needs of the program and with which the parties to this agreement can comply.

4.2.6. Ensure that the Court's Child Support Commissioner(s), Family Law Facilitators, and support staff, including clerical staff, as appropriate, complete appropriate training as prescribed by the Judicial Council of California. Such training shall include but not be limited to the Child Support Enforcement (CSE) Guideline Calculator practices.

4.2.7. Ensure that Court's Child Support Commissioner(s) fully comply with Family Code §§ 4056 and 4065 and California Rules of Court, rule 5.260(b) by entering explanations for deviations from guideline calculations into the case record.

4.2.8. Court shall refer all Title IV-D actions or proceedings filed by any party or attorney other than the LCSA to a Child Support Commissioner unless the Child Support Commissioner is not available due to exceptional circumstances, as prescribed by California Rules of Court, rule 5.305.

4.2.9. Provide information regarding access to and availability of the Family Law Facilitator services in the court including but not be limited to; hours of operation, appointment services, and contact details.

4.3 Mutual Responsibilities

Both the LCSA and Court agree to:

4.3.1. Collaborate and coordinate with one another to maximize compliance with all Title IV-D/1058 program operations. Coordination shall include but not be limited to:
a. Prompt notification of any planned or implemented changes in case processing operations at the LCSA as a result of special projects, grant funding, or new staff that may impact the court,
b. The reassignment of courtrooms, changes in court calendar times, relocations of courtrooms within the county, limiting courtroom and commissioner availability,
c. Changes to the availability of dedicated meet and confer space for Title IV-D Program participants,
d. Changes to the ability of the court to accommodate automation and internet connectivity,
e. The ability of the LCSA and Court to accommodate remote hearings and adopt other mutually beneficial technological advancements
f. The availability of resources for the Court to provide interpretation services, including whether there are sufficient funds available to provide the service, the availability of interpreters to provide the service in the specific language needed and the process for notifying the Court of the need for interpretation services to reduce continue hearings if the resource is unavailable.

4.3.2. The Court and LCSA shall meet periodically, but no less than quarterly, to discuss procedural, performance, and processing issues of mutual interest and concern that may arise in connection with this POC and the handling of Title IV-D cases, including, but not limited to, automation issues,

processing cases within federal and state timeframes, processing cases in accordance with procedures mandated by federal and state laws, federal and state regulations, and statewide rules of court.

In addition to the Court Executive Officer or designee(s), these meetings may include representatives from the Court, including but not limited to the Child Support Commissioner(s), Court Clerks, and court operations, as well as representatives from the LCSA. These meetings may also include, but are not required to include, the Family Law Facilitator, the private bar, defense counsel, representatives of other County of Mariposa departments, members of the public and others, as appropriate, on either an ad hoc or regular basis.

4.3.3. Every reasonable effort shall be made to avoid a blanket peremptory challenge of the Court's Child Support Commissioner(s) by the LCSA. Prior to the LCSA exercising a blanket challenge, at least one meet-and-confer session shall be convened in an attempt to resolve the issues giving rise to the possible blanket preemptory challenge.

Such session shall, at a minimum, include a representative of the LCSA and the Court's Presiding Judge or designee.

If appropriate, the representatives of the Court's Executive Office, other county departments, the Judicial Council, the California Department of Child Support Services, and others may be invited to participate in one or more of the meet-and-confer sessions.

5. E-FILING

5.1. E-filing is the bi-directional file exchange of legal document data between the Court's Case Management System and the DCSS system of record.

5.2. Both Parties will support the expansion of e-filing. Court will invite the LCSA to join with other justice partner agencies and stakeholders during the process of implementation of any new Court Case Management System.

5.3. Should the Court transition onto a new Case Management System that includes implementation of a family law case type, the Court will work with the LCSA to clarify current and future e-filing business practices.

5.4. The LCSA shall immediately notify the California Department of Child Support Services when it receives an invitation from the Court during the process of implementation of any new Court Case Management System.

5.5. Documents should be processed within ten (10) business days of receipt by the Court unless circumstances not under the Court's control require additional time.

6. FINANCIAL ARRANGEMENTS

6.1. Direct or Indirect Costs paid in DCSS/Judicial Council Contract

Direct and indirect costs incurred by the Court in performance of Title IV-D activities or services, including but not limited to, the provision of IV-D Commissioner(s) and Family Law Facilitators, are already funded under the contract between the California Department of Child Support Services and the Judicial Council of California. **No direct or indirect costs for services or supplies may be claimed or paid under this POC. Government Code § 6103.9 only allows for the Court to claim these costs through their contract(s) with the Judicial Council of California, not through this POC with the LCSA.**

6.2 Exemption from Fees and Reimbursements for Services

Parties acknowledge that the LCSA is exempt from payment of any fees or reimbursements for services in any action or proceeding brought for the establishment of paternity or a child support obligation, or the enforcement of a child, medical or spousal support obligation including, but not limited to:

- Fees for providing certified or non-certified copies of documents; and,
- Filing fees.

7. RECORDS MAINTENANCE & SAFEGUARDING

7.1. Maintain Adequate Records

All records and documentation shall be maintained in accordance with federal and state requirements. The Court and LCSA shall maintain full and accurate records with respect to all matters covered under this POC.

The Court shall maintain the original documents filed with the court by any party in a case under Title IV-D. Original documents may be maintained by the Court in electronic form.

7.2. Information Security and Data Protection

The Parties are responsible for safeguarding all information in accordance with all applicable federal and state laws and regulations, particularly Family Code § 17212, Welfare & Institutions Code § 11478.1, 26 USC § 6103, 42 USC § 654(26), Title 22 CFR §§ 111430 – 111440, and IRS Publication 1075.

7.2.1. Federal Tax Information

In performance of this POC, the LCSA will take all appropriate actions to ensure that the Court will not be given access to federal tax information (FTI), unless otherwise authorized by statute. However, inadvertent or incidental access to FTI may still occur. It is incumbent upon both the LCSA and the Court to comply with and train its officers and employees of the provisions of IRC §§ 7213 and 7213A, Unauthorized Disclosure of Information, and IRC § 7431, Civil Damages for Unauthorized Disclosure of Returns and Return Information.

Willful unauthorized disclosure of returns and return information is a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Willful unauthorized disclosure of returns and 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 set forth at 26 CFR § 301.6103(n)1.

California Rules of Court, rule 1.201 governs who is responsible for redacting court documents.

Timely notification of an unauthorized disclosure of FTI is of the highest importance. The LCSA and the Court shall immediately conduct an internal investigation to determine if FTI was in fact disclosed without authorization. The Court and the LCSA shall immediately, but no later than 24 hours after discovery of a possible unauthorized disclosure involving FTI, contact the California

Department of Child Support Services as well as the local court Information Security Officer.

7.2.2. Notice of Security Breach

The Court shall notify California Department of Child Support Services Information Security Officer of any information security breach involving LCSA information, other than FTI, as soon as practicable; but no more than 24 hours after discovery. The notification shall describe the incident in detail. The Court shall cooperate with California Department of Child Support Services Information Security Officer and LCSA in investigations of information security incidents.

Contact: (916) 464-5045 and/or info.security@dcss.ca.gov

The LCSA shall notify the Court of any information security breach involving non-public Court information related to this POC, as soon as practicable; but no more than 24 hours after discovery. The notification shall describe the incident in detail. The LCSA shall cooperate with the Court and the Judicial Council of California in investigations of information security incidents.

The California Department of Child Support Services shall notify the Court of any information security breach involving non-public Court information related to this POC, as soon as practicable; but no more than 24 hours after discovery. The notification shall describe the incident in detail. The California Department of Child Support Services and LCSA shall cooperate with the Court and the Judicial Council of California in investigations of information security incidents.

7.2.3. Notify Officers and Employees of Penalties

It is incumbent upon the Court to inform its employees of the penalties for unauthorized disclosure imposed by the Privacy Act of 1974, 5 USC § 552a. Specifically, 5 USC § 552a(i)(1), which is made applicable to the Court by 5 USC § 552a(m)(1), provides that any officer or employee of the Court, 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 so prohibited, willfully discloses

the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor.

8. DURATION AND RENEWAL OF POC

This POC shall be effective upon signing of Parties, approval of the DCSS Director, and approval as to form by the Judicial Council's AB 1058 Program Manager. The initial term of this POC shall be two years or until July 1, 2023, whichever is earlier. This POC shall automatically renew for an additional two-year term, until and unless it is expressly superseded by a future POC. The POC will not renew if a change is requested by either party by January 30 of the renewal year.

9. ENTIRE AGREEMENT

This POC constitutes the final, complete, and exclusive statement of the terms between the Parties pertaining to the subject matter of the POC and supersedes all prior POCs. Parties are not bound by any oral agreement which has not been reduced to writing herein. The Parties may attach and incorporate herein by reference an Attachment B to memorialize a specific local practice or other areas of common concern unique to the Parties. Any attachment to this POC is subject to the final approval of the DCSS Director and the approval as to form by the AB 1058 Program Manager.

10. AMENDMENT

Amendments to this POC may be made by either Party to this POC. However, all amendments must be in writing, signed by the Parties and approved by the DCSS Director and approved as to form by the Judicial Council's AB 1058 Program Manager.

The Parties agree that if federal, state, and county funds for the program are or become insufficient for any reason including inadequate appropriation, budgetary reductions, reallocations, etc.; this POC shall be amended to the extent feasible to reflect the reduction in funding, otherwise it shall be of no further force and effect. Before this POC may be amended or terminated for insufficiency of funding, both Parties shall meet and confer with the DCSS Director and the Judicial Council's AB 1058 Program Manager to discuss amendment alternatives as described in the Paragraph 11 "Dispute Resolution."

Any provision of this POC which conflicts with new or revised state and federal laws, regulations, court rules, and requirements shall be deemed amended to

conform with the new or revised federal and state laws, regulations, court rules, and requirements.

11. DISPUTE RESOLUTION

In the event of any dispute arising out of or relating to this POC, the Parties shall attempt, in good faith, to promptly resolve the dispute. If the dispute cannot be resolved by their mutual agreement, the dispute shall be elevated to the Court Executive Officer or designee, DCSS Director and the Judicial Council's AB 1058 Program Manager to resolve the issue.

The Parties shall, without delay, continue to perform their respective obligations under this POC whether or not affected by the dispute.

12. TERMINATION

Either Party may terminate this POC, after giving the other Party ninety (90) days written notice of the intent to terminate and only after all attempts to resolve any and all disputes have been exhausted as described above in Paragraph 11.

In the event of termination of this POC, both Parties shall prepare a mutually agreed upon a Plan of Termination of Services so as to minimize disruption of services to the Title IV-D program services and allow the LCSA to seek replacement court services. In addition, the Parties will continue to carry out the duties and responsibilities described herein until the operational date or agreed upon date of termination in the Plan of Termination of Services.

13. SEVERABILITY

If any term of this POC is inconsistent with any applicable law, regulation, rule or policy, then that part of the POC shall be invalid and the unaffected parts shall remain in full force and effect.

If any provision of this POC is held by a court to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated.

14. COUNTERPARTS

This POC may be signed in two or more counterparts. When at least one such counterpart has been signed by each Party approved by the DCSS Director and approved as to form by the Judicial Council's AB 1058 Program Manager, this POC shall be deemed to have been fully executed. Each counterpart shall be deemed to be an original, and all counterparts shall be deemed to be one and the same POC.

15. AUTHORIZATION

We the undersigned, as authorized representatives of the County of Mariposa Department of Child Support Services and the Superior Court of California, County of Mariposa, do hereby approve and enter into this POC for the services described in this document. In performance of the provisions of this POC, the Parties agree to comply with Title IV-D and all federal and state laws, regulations, policies and directives.

_____
Jeffrey Witthun, Director
Child Support Services Department
County of Mariposa

_____
Desire Leard, Court Executive Officer
Superior Court of California
County of Mariposa

Approved:

Approved as to form:

_____
DAVID KILGORE, Director
Department of Child Support Services

_____
ANNA L. MAVES, Director California
AB 1058 Program Manager
Center for Families, Children and the Courts Judicial Council of California

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	July 11, 2023
TO:	The Board of Supervisors
FROM:	Danielle Bondshu, Clerk of the Board
RE:	Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

RECOMMENDATION AND JUSTIFICATION

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

A Committee Policy was adopted by Resolution 22-115.
Per Section 10.2 of this policy it is required that all committees provide adopted minutes to the Clerk of the Board within thirty days of each meeting. For committees that meet quarterly or less frequently, draft minutes shall be submitted to the Clerk of the Board within thirty days of each meeting. In turn, the Clerk of the Board shall prepare an informational agenda item to submit the minutes to the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **6-12-23 IHSS Advisory Committee Meeting - Minutes**
2. **COA Minutes - 4.26.2023**
3. **Law Library Mins 5-25-23**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

In-Home Supportive Services

Public Authority Advisory Committee

of Mariposa County

Post Office Box 99

Mariposa, CA 95338

(209) 966-2000

MINUTES (DRAFT)

Monday, June 12th, 2023

Members Present: DH, Eva Adams & Darlene Miles.

Members Absent: Mark Pina – Excused & Mary Wilson – Excused

Union Representative(s): N/A

Staff Present: Christy McCarthy, Janet Gass & Jason Allen

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

Guest(s): N/A

Recording Secretary: Jason Allen

Call to Order and Introductions: Seeing a quorum, the regular meeting of the In-Home Supportive Services Advisory Committee was called to order at 1:35PM by Chair DH. The Committee proceeded to consider the agenda and the following actions were taken or direction given:

1. Public Comments: N/A
2. Approvals:
    a. June 12th, 2023 Agenda:
        i. By unanimous vote, the committee approved the motion of Eva, with a second by Darlene, to approve the June 12th, 2023 agenda.
    b. April 10th., 2023 Minutes:
        i. Rosemarie commented that the title "2023 Steering Committee" needed to be changed to the correct title of "2030 Steering Committee." This has been implemented.
        ii. By unanimous vote, the committee approved the motion of Eva, with a second by Darlene, to approve the April 10th, 2023 Minutes.
3. UDWA - Union Status Update:
    a. N/A
4. Old Business:
    a. N/A
5. New Business:
    a. Darlene inquired about how best to track time as a provider in the new Electronic Visit Verification (EVV) system. Janet provided Darlene with a run-down on how it will work.

b. DH inquired about creating a requirement for Social Workers to not wear any fragrances / perfumes / colognes when visiting a client's home. Per Christy and Janet, it is not something we will be able to mandate but if a need is expressed, the social workers are more than willing to accommodate on a case-by-case situation when possible and appropriate.

c. DH inquired about providers that have a felony charge on their record and was wondering if there is a way to still utilize them. Per Janet, Recipients can sign a waiver for specific felonies, generally fraud against a government program, child or elder abuse will disqualify a provider. If it has been more than 10 years, the charges will not be considered when becoming a provider.

6. Updates

   a. Rosemarie Smallcombe - Board of Supervisors (BOS):

      i. The 2030 Steering committee is continuing its previous efforts. Interviews with stakeholders have been completed. Polco has sent out a survey (one that is separate from the Community Health Assessment" to a predetermined control group. After 4 weeks with the control group, the survey will be opened to everyone.

      ii. AB1672:

         1. This bill would expand the definition of "public employer," for purposes of those provisions, to include an employer who is subject to the In-Home Supportive Services Employer-Employee Relations Act, which the bill would create. The bill would establish a method for resolving disputes regarding

wages, benefits, and other terms and conditions of employment between the state and recognized employee organizations representing independent providers. The bill would provide for the right of employees, also known as individual providers under the act, to form, join, and participate in activities of employee organizations for the purposes of representation on all matters within the scope of employee organizations. The bill would define “employee” or “individual provider” for these purposes to mean a person authorized to provide in-home supportive services pursuant to the individual provider mode or waiver personal care services, as prescribed.

2. For purposes of collective bargaining, the bill would deem the state to be the employer of record of individual providers in each county. The bill would grant the in-home supportive services recipient with the right to hire, fire, and supervise the work of the individual providers providing services to them. Among other things, the bill would specify that individual providers employed by a predecessor agency before the effective date of the act shall retain employee status and not be required by the state to requalify to receive payment for providing in-home supportive services. More info to come in June 2024.

iii. The board recently approved a contract with A12AA to provide services for Seniors and Disabled Adults.

iv. Gave a run down on the Community Information Exchange and how it will benefit the different parties involved.

v. Explained that Public Works has completed a draft of an ADA report and is working on forming a committee to review it.

b. Christy – IHSS:

i. Still recruiting for Registry Providers.

ii. Sending the monthly check-ins, this may help ID new registry providers.

iii. Experiencing internal staff changes, Glenda Polancos promoted to a different team, Rachel Lowe was hired as new Social worker for IHSS, still working on hiring one more Social worker.

iv. IHSS currently has 308 cases and 7-9 new applications are being received each month.

c. Janet – Public Authority:

i. Provided a Q&A sheet on the EVV and explained that she hopes the transition will be smooth and stated that she will be available to help individuals to identify how this affects them and what they will need to do moving forward.

ii. No update has been provided on Career Pathways. The program is a pilot and is set to end in December 2023. Currently waiting to hear if it will be continued or made permanent.

7. Financial Update: Coming in July 2023

8. Next Scheduled Meeting Date: July 10th, 2023

9. Adjournment: @ 2:57 PM

Commission on Aging of Mariposa County

Post Office Box 99 / 5362 Lemee Lane

Mariposa, CA 95338

MINUTES

(DRAFT)

Wednesday, April 26, 2023

10:00 AM – 11:30 AM

IN-PERSON MEETING

Location:

Mariposa Conference Room

Health & Human Services @

5362 Lemee Lane, Mariposa, CA 95338

Chairperson - Christine Kleiman-Moore (ABSENT)

Vice Chairperson - Dale Silverman (ABSENT)

Recording Secretary - Linda Pribyl

HHSA Staff Member(s) – Terri Peresan, Lydia Arre, Jason Allen

Voting Members - Dayna Hannegan (ABSENT), Dayla Reagan-Buell (ABSENT), Don Fox, Nina Rhodes (ABSENT) & Sarah Montoya (ABSENT)

BOS Representative - Rosemarie Smallcombe

Guest(s): Kelly Taute, Supervisor for Health And Human Services Transportation Department.

1. **Call to Order and Introductions:**
    a. Completed at 10:13AM by Recording Secretary Linda Pribyl.
    b. Kelly Taute, Supervisor for Transportation was introduced.
    c. There was not a quorum. The meeting proceeded with no actions taken and for information only.

2. **Public Comments**
    a. Kelly Taute provided an update of the current transportation program.

3. **Approval of January 25, 2023, Minutes:**
    a. Deferred to July meeting due to lack of quorum.

4. **Senior Center Program Manager Report - Lydia Arre, Program Manager:**
    a. Lydia provided an overview of the current North County (District 2) Senior Meal Restaurant Program and Home Delivered Meal Program. She provided two handouts (North County Senior Food Security Statistics and North County Meals Served). Ninety surveys were submitted by recipients of the North County Restaurant Program and summarized in the report.
    b. North County has a special focus on homebound residents. They are awaiting delivery of two grant-funded, Hot Shot delivery trucks. Their goal is to serve 8,000 meals to Mariposa County home-bound residents this year.

c. The Senior Fair will be held 5.12.23 at the Senior Center from 11:00AM – 2:00PM.

5. **Adult & Aging Deputy Director Report – Terri Peresan:**
   a. Terri provided a printed report, updating progress of programs in the past three months since last Commission on Aging. The Access to Technology grant will distribute and provide training for IPAD's and iPhones for low-income seniors and disabled dependent adults through the CA Department of Aging. AT&T covers North County. Verizon does not serve North County, requiring DSL WiFi. Grant expires December 2024.
   b. The Alliance purchased two cars and provides transportation (LICN grant) for medical care, and homeless individuals on a fixed route.
   c. County transportation provides curb-to-curb service. On May 5, it will start providing transportation to Farmer's Markets.
   d. Terri suggested beneficial COA educational presentations by Andrew Carter, Community Information Exchange (possibly at July meeting), and Amy Woodward, Housing (possibly at October meeting).

6. **Commissioners' Reports:**
   a. **D1:** No report.
   b. **D2:** No report.
   c. **D3:** No report.
   d. **D4:** No report.
   e. **D5**: No report.
   f. **At-Large:** Don Fox reported that Matt Hespenheide, ADA Coordinator for the County, will provide report of County ADA Self-Evaluation and Transition Plan (expected late May). Don suggested that it would be beneficial to have an advisory committee of individuals with disabilities to review the report. Deferred to July meeting. Don reported that Area 12

Agency on Aging needs licensed contractors with $1 million insurance to contract as vendors for the provision of services for clients.

7. **Rosemarie Smallcombe:**
    a. **Americans with Disabilities Act:**
        i. Deferred to July meeting.
    b. **2023 Steering Committee:**
        i. Deferred to July meeting.

8. **Old Business:**
    a. **Status of Proposed Updates to the COA Bylaws:**
        i. Need response from County legal counsel. Deferred to July meeting.

9. **Adjournment:** @ 11:29AM

10. **Next Scheduled Meeting:** July 26, 2023

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Mariposa County Health and Human Services @ 209-966-2000 and ask for Jason Allen.

Minutes – Board of Law Library Trustees Meeting
May 25, 2023

Meeting commenced at 11:02 a.m. in the Law Library of the Courthouse.

Present were Judge Michael Fagalde, Judge Anita Starchman Bryant, Walter Wall, District Attorney; Casey Archer, President of the Mariposa County Bar Association; Matt Johnson, County Librarian; and Rhonda Scherf, Legal Executive Assistant to County Counsel. Steve Dahlem, County Counsel/Risk Manager, was absent from the meeting.

Judge Fagalde asked if anyone had any questions or concerns regarding the draft meeting minutes of April 20, 2023, to which there were none noted. A motion to approve the minutes was made by Judge Starchman Bryant with a second by Casey Archer. Ayes: Judge Fagalde, Judge Starchman Bryant, Casey Archer, Walter Wall, Matt Johnson, and Rhonda Scherf.

Review of the proposals from Thomas Reuters Westlaw commenced. Matt Johnson provided a brief overview of the selections and additional add-ons available and shared that the representative recommended the Proflex package for the Law Library. Following discussion, a motion to approve the proposal from Thomas Reuters Westlaw for the Proflex package and authorize payment was offered by Walter Wall with a second by Casey Archer. Ayes: unanimous.

Judge Fagalde suggested a photo opportunity of Law Library Trustees with the new Law Library materials take place in the near future and have the Gazette do a write up to bring awareness to the public about the legal resources available at the Library. Matt Johnson will work on accomplishing this task.

Discussion was held regarding the next scheduled Law Library Trustees meeting scheduled for July 20, 2023 at 11:00 a.m. in the Law Library of the Courthouse.

There being no further business, the meeting adjourned at 11:13 a.m.

Respectfully submitted,

Rhonda Scherf,
Law Library Trustees Secretary

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-355

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Unit Chief

RE: Approve an Automatic Aid Agreement with Tuolumne County Fire for Immediately Dispatched Mutual Aid and is being Pursued to Enhance Current Emergency Response; and Authorize the Board of Supervisors Chair, and Mariposa County Fire Chief to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Automatic Aid Agreement with Tuolumne County Fire for Immediately Dispatched Mutual Aid and is being Pursued to Enhance Current Emergency Response; and Authorize the Board of Supervisors Chair, and Mariposa County Fire Chief to Sign the Agreement

Once approved and signed, the agreement will be sent to Tuolumne County Fire to take to Tuolumne County Board of Supervisors for approval and signatures. The completed and signed agreement will be returned to the Mariposa County Clerk of the Board's Office.

This agreement allows both counties to automatically send a predetermined number of resources to assist each other in the event of pre-identified emergencies. With no volunteers currently available in the Greeley Hill, two in Coulterville, and four in Don Pedro there is a need to assure adequate resources will respond to assist in North Mariposa County. Auto Aide agreements with our neighboring counties are a common practice to benefit each other for the sole purpose of protecting our communities. This agreement, however, needed to be updated and simplified. With this agreement in place, we can assure paid staff equipment coming in from the Groveland area as well as paid and volunteer companies assisting in the lower Coulterville and Don Pedro areas. We will provide Tuolumne County protection and our services by offering volunteer staff as well as our Amador staffed engine. Together we will do our best to provide the best service possible for our communities. Automatic Aid is a form of immediately dispatched Mutual Aid and is being pursued to enhance current emergency response which will take advantage of the closest resource protocol.

All services provided by any Department under this Agreement shall be performed without monetary compensation. The mutual advantages, protections, and services afforded by this Agreement are mutually agreed to be adequate compensation to all jurisdictions.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County and Tuolumne County provide services to rural areas of our counties. Together, by pooling our resources, we can both take advantage of a more efficient response. Currently, as stated above, we have no volunteers in Greeley Hill and six between Coulterville and Don Pedro, which may or may not be available at a time of need. We have had auto aide agreements in the past and seek to

update our agreement between our two counties.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

No action will result in dependence on limited volunteer staff from our county and mutual aid requests to Tuolumne, Merced, and Stanislaus Counties for assistance. These mutual aide request require their duty approval and can be delayed vs automatic aid requests are just that, automatic with no delay in dispatch.

FINANCIAL IMPACT

None. Per the agreement, all services provided by any Department under this Agreement shall be performed without monetary compensation. The mutual advantages, protections, and services afforded by this Agreement are mutually agreed to be adequate compensation to all jurisdictions.

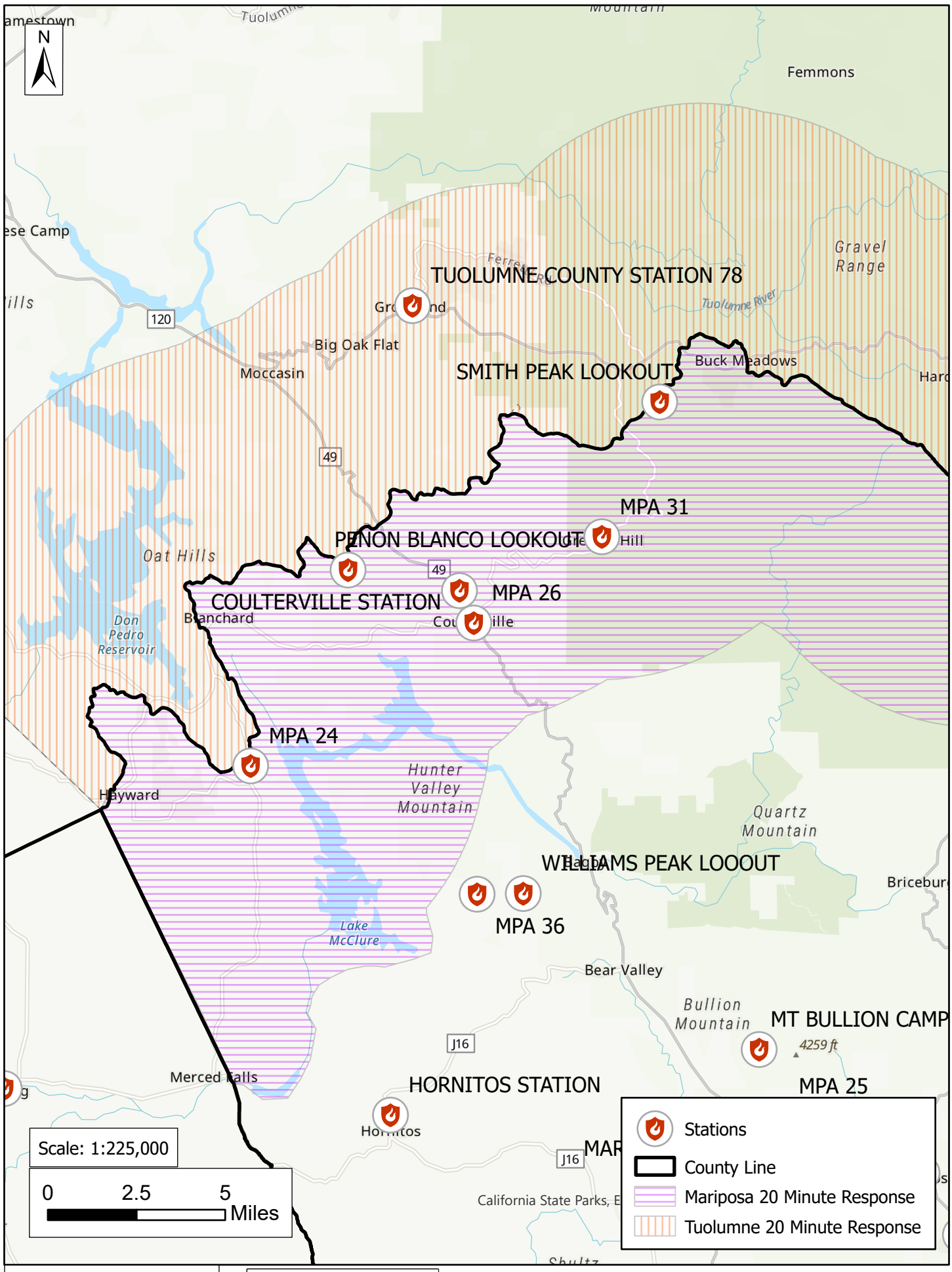
ATTACHMENTS

1. **MariposaNorthAutoAid_20230216**
2. **Mariposa-Tuolumne Co. AA Agreement (1)**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

Mariposa - Tuolumne Auto Aid



Date: 2/16/2023 5:01 PM

Datum: North American 1983

AUTOMATIC AID AGREEMENT BETWEEN
MARIPOSA COUNTY FIRE DEPARTMENT
AND THE
TUOLUMNE COUNTY FIRE DEPARTMENT

THIS AGREEMENT made and entered into this __1__ day of __August__ 2023, by and between the County of Mariposa (hereinafter referred to as "Mariposa County Fire" or "MCFD") and the County of Tuolumne (hereinafter referred to as "Tuolumne County Fire" or "TCFD")**.**

WITNESSETH:

WHEREAS, the parties hereto are geographically located in proximity to each other within the Counties of Mariposa and Tuolumne and

WHEREAS, it is to the parties' mutual benefit that each render reciprocal supplemental assistance in the event of a fire or other local fire department-related emergencies of a type common to both parties not covered by or within the scope of the State of California Emergency Management Mutual Aid Plan and the California Disaster and Civil Defense Master Mutual Aid Agreement; and,

WHEREAS, the reciprocal assistance constitutes automatic aid arising out of convenience rather than out of extraordinary necessity; and,

WHEREAS, Automatic Aid will be defined as an automatic first response to an emergency situation in a specific geographical area predefined by the respective agencies and shown in Exhibit A attached hereto; herein referred to as "Automatic Aid"; and,

WHEREAS, Mutual Aid is defined as a requested response to an emergency situation as determined by the nature of the emergency and communicated through the emergency dispatch center to the requested agency; and,

WHEREAS, both fire agencies are willing to provide Automatic Aid and Mutual Aid to the other agency; and

NOW THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

I. OPERATIONAL RESPONSE OF AUTOMATIC AID

The parties agree to respond according to the written Operational Response Plan attached hereto as Exhibit A and incorporated herein by reference. This plan includes specific boundaries of response, emergency response guidelines, jurisdictional responsibility, communications, and resource availability. "Response" is defined in this agreement to mean the response of specified equipment as expressed in Exhibit A and may vary with availability. The responding agency shall provide appropriate available equipment in proximity to the designated location with

appropriately trained personnel to operate the equipment and assist the firefighting purpose or other emergency activities with appropriate personal protective gear. Notwithstanding the above, no response shall require either agency to deplete its own fire protection resources to the detriment of its normal fire protection responsibilities.

Emergencies will be managed using the Incident Command System (ICS).

II. COMMAND AUTHORITY

A. Responsible Jurisdiction to Have Command Authority

When either MCFD or TCFD responds auto-aid into the neighboring jurisdiction under this Agreement, the incident commander of the responsible jurisdiction shall be in command of all staffing and equipment committed to the incident; however, the first officer at the scene will be in command even if it is not their jurisdiction. Command will then be reasonably passed to the first officer at the incident that has jurisdiction of that incident.

B. Judicious Use of Personnel and Equipment

It shall be the responsibility of the incident commander of the responsible jurisdiction to utilize the staffing and equipment from the jurisdiction providing aid only to the extent that is required to bring the emergency under control.

C. Order of Release

The staff and equipment from the jurisdiction providing aid shall be the first released from the scene of the emergency.

III. REPORTS AND RECORDS

The responsible jurisdiction shall be responsible for completing all required incident reports, including but not limited to, reports mandated by local or state government.

IV. COMPENSATION

All services provided by any Department under this Agreement shall be performed without monetary compensation. The mutual advantages, protections, and services afforded by this Agreement are mutually agreed to be adequate compensation to all jurisdictions.

V. LIABILITY / HOLD HARMLESS

Nothing in the provisions of this Agreement is intended to affect the legal liability of either party by imposing any standard of care different from the standard of care imposed by law. Each party shall bear its own exposure for Worker's compensation on its own personnel while furnished to the other party or likewise.

Except as expressly stated otherwise herein, the provisions of Government Code section 850.6 shall apply in the performance of providing aid under this Agreement.

1. Personnel: Employees provided in an automatic or mutual aid response shall be considered employees of the party providing them although overall command authority remains with the Incident Commander.

2. Private Property Damage: The Party receiving aid under this Agreement agrees to indemnify the providing party against claims, demands, loss, costs, and liability for property damaged or destroyed as a result of operations provided at the scene of any incident as a result of providing aid under this Agreement except in those cases where the providing party or its employees, agents, or volunteers providing the aid has/have acted with willful disregard, recklessly, or in a negligent manner

3. Apparatus Damage: Notwithstanding Section V.2 above, each Party providing aid under this Agreement assumes all responsibility for damage to or destruction of its own property, including, but not limited to, emergency apparatus and assigned equipment responding to, at the scene, or returning from aid provided under this Agreement.

4. Personal Property: The Party receiving aid shall NOT be responsible or liable for the loss, theft, damage, or destruction of personal property of persons who are providing aid under this Agreement as an employee of a providing Party.

VI. AGREEMENT NOT FOR BENEFIT OF THIRD PARTIES

This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party of parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever. Any services performed or expenditures made in connection with this Agreement by either party hereto shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the jurisdiction which are suited within the respective jurisdictions defined herein.

VII. TERM

This Agreement shall commence upon execution of this Agreement by both parties and shall remain in full force and effect unless terminated as provided herein.

This Agreement may be terminated without cause by either MCFD or TCFD upon written notice of termination given to the other party at least thirty (30) days in advance of the effective date of termination. Notice of termination shall be personally served or mailed, postage prepaid to the address designated beneath the signature of the parties hereto; or to such other address as may be designated by written notice.

VIII. REVIEW AND AMENDMENTS TO AGREEMENT

The Agreement shall receive periodic review. Except as otherwise specified, this Agreement shall not be amended or altered without the written consent of the parties.

Any such amendments shall be mutually agreed upon, consistent with this agreement, mutually beneficial, and require the written consent of the Fire Chiefs of the parties.

IX. EXCLUSIONS

Any requests for aid not covered in this Automatic Aid Agreement shall be handled under the State of California Emergency Management Mutual Aid Plan and/or the California Disaster and Civil Defense Master Mutual Aid Agreement.

X. ENTIRE AGREEMENT

This agreement and any additional or supplementary document(s) incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties. No other contracts, oral or otherwise, regarding the subject matter of this Agreement shall have any validity or bind any of the parties unless specifically identified within the Agreement.

XI. NOTICES

Information for notice to the parties to this Agreement at the time of endorsement of the Agreement is as follows:

Mariposa County Fire Department	Tuolumne County Fire Department
P.O. Box 162	18440 Striker Ct.
Mariposa, CA 95338	Sonora, CA 95370
(209) 966-4330	(209) 533-5118

Any party may change its address or phone number by giving the other party notice of the change in any manner permitted by this agreement.

XII. 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.

XIII. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as the day and year first hereinabove written.

County of Mariposa	**County of Tuolumne**
_____	_____
By: Date	By: Kathleen Haff Date
Chair, Board of Supervisors	Chair, Board of Supervisors
_____	_____
By: Mike Van Loben Sels Date	By: Nick Casci Date
Fire Chief	Fire Chief
APPROVED AS TO LEGAL FORM:	
_____	_____
By: Steven Dahlem Date	By: Cody M. Nesper Date
Mariposa County Counsel	Tuolumne County Deputy Counsel

Exhibit A

OPERATIONAL RESPONSE PLAN

A. Emergency Response Guidelines:

The parties shall furnish fire protection personnel, equipment, materials, and supplies, and render such fire protection services to each other as may be necessary to suppress fire of a size beyond the control of either party hereto acting without the assistance of the other, and the control of which therefore requires the assistance from one another. Examples include, but are not limited to, the following incidents;

Under terms of this agreement, the agencies will respond one engine to the following types of incidents, within the response area of the Automatic Aid system.

- All Commercial or Residential Structure Fires and Wildland Fires
- All Multi-Casualty Incidents
- All Motor Vehicle Accidents and Motor Vehicle Fires where there is reported entrapment of passengers inside the vehicle.
- When an Incident Commander deems it necessary for additional equipment or department-specific equipment, all agencies agree to respond as requested.

It is not the intent of this agreement that any participating agency routinely respond to vehicle fires (without wildland potential) dumpster fires (without structural impingement), fire alarms sounding, small nuisance fires, or public service assists outside of the normal response area, however, if all jurisdictional equipment is committed, the next closest agency will respond by proximity regardless of jurisdiction.

B. Response Boundaries:

MCFD shall respond to those areas identified in blue in Tuolumne County as shown on the Exhibit A map.

- From the county line up to an approximate 20-minute drive timeframe into Tuolumne County.

- CALFIRE MMU Emergency Command Center (ECC) will identify and dispatch the closest appropriate resource.

TCFD shall respond into those areas identified in red in Mariposa County as shown on the Exhibit A map.

- From the county line up to an approximate 20-minute drive time frame into Mariposa County along Lake McClure Road up to and including Boat Club Drive and all collector roads therein.

- CALFIRE TCU ECC will identify and dispatch the closest appropriate resource.

C. Type of Response:

The parties' automatic aid response shall consist of one career-staffed engine company and/or one volunteer-staffed engine company responding to those areas delineated and identified on the map Exhibit A. The incident commander will request any additional type or kind of emergency fire response vehicles through the appropriate ECC.

D. Guidelines Governing Response and Commitment to an Emergency:

a. Immediate emergencies that require the use of red lights and sirens by responding fire vehicles, i.e., "Code three response," shall be a part of this Agreement. Non-immediate calls such as public service assists, post-fire investigations, and other responses, i.e., "Code two response," that do not require the use of red lights and sirens shall not be a part of this Agreement; these calls shall be handled by the responsible jurisdiction.
b. Paid Call and Volunteer Firefighters will be paged out to respond out of their home jurisdiction into the other jurisdictions. If the requested engine is canceled, all Paid Call and Volunteer Firefighter response from that jurisdiction is also canceled. Compensation for Paid Call Firefighters will remain the responsibility of their home department.
c. When both jurisdictions are responding to an emergency along a common border, and jurisdictional responsibility has been identified by arriving units, the jurisdiction providing aid in accord with this Agreement shall work under this direction of the responsible jurisdiction.
d. The jurisdiction providing aid shall remain on the scene of the emergency until released by the Incident Commander of the responsible jurisdiction. Such release shall be as expeditious as possible.
e. It shall be the responsibility of the Incident Commander on the scene to summon additional personnel and equipment if needed to handle the emergency.
f. The Incident Commander on the scene will determine the need for continued response by other dispatched units.
g. The Incident Command System will be used in the management/mitigation of all incidents.
h. If MCFD or TCFD is not available for an auto-aid dispatch as part of this agreement, the department providing aid will be relieved from its responsibility to respond to the specific emergency.

E. Communication:

The ECC, responsible for dispatching within the jurisdiction of the incident, will be the center for all ordering and communications. The responsible jurisdiction will identify

the command and tactical frequencies and relay to the requested jurisdiction before any equipment is to be dispatched.

When a department is dispatched according to this Agreement, they will conduct radio traffic in the following manner:

a. Notify home ECC of the response and tell them that the unit is switching frequencies.
b. Notify the ECC of whose jurisdiction the unit is responding to and tell them the unit is responding.
c. Any radio traffic (report on conditions, cancellation of resources, resource requests, etc.) will be done through the ECC of whose jurisdiction the incident lies within.
d. When released, the unit will tell the ECC of whose jurisdiction the unit is in that the unit is released and switching back to its home unit frequency.
e. Notify home unit of the units' release.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-356

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with Alliance for Community Transformations in the Amount Not to Exceed $121,000 for Development and Maintenance of An Early Intervention Program that Addresses and Promotes Recovery; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Alliance for Community Transformations in the Amount Not to Exceed $121,000 for Development and Maintenance of An Early Intervention Program that Addresses and Promotes Recovery; and Authorize the Board of Supervisors Chair to Sign the Agreement

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

Although the Board has an extensive history with Alliance, this agreement will be the first for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

There will be no financial impact on the General Fund.

ATTACHMENTS

1. **FY 23-24 Alliance PEI_Family Resource Center 6 30 23**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

AGREEMENT FOR COUNSELING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this_____day of_____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Alliance for Community Transformations, ("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, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $121,000. Contractor's rates are listed in Exhibit B, "Cost Proposal." County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $3,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Alliance for Community Transformations
PO Box 2075
Mariposa, CA 95338

COUNTY:
County of Mariposa
5362 Lemee Lane
Mariposa, CA 95338
Fax: (209) 742-0996

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	~~Alison Tudor, Executive Director~~ Alliance for Community Transformations
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

SCOPE OF WORK

I. Program Description and Purpose:

A. CONTRACTOR shall continue to develop, maintain, and document an early intervention program that addresses and promotes recovery through a Family Resource Center. This Early Intervention program is to provide treatment and other services and interventions, including relapse prevention to address and promote recovery and related functional outcomes for a mental illness early in its emergence, including applicable negative outcomes that may result from untreated mental illness.

B. CONTRACTOR will open a Family Resource Center that will seek to address gaps in services experienced by families, youth, and children. The Family Resource Center will be open Tuesdays through Saturdays, 12-7pm. Services will be held in a stand-alone office space, Ethos Youth Center, and North County. Services will also be available through online platforms to increase accessibility. Services offered include case management, parenting support, family activities, support groups, and transportation. The goal of the Family Resource Center is to improve access and linkage to treatment and services, strengthen the family system through parenting support and family activities, and increase wellness and resiliency for individuals.

C. CONTRACTOR shall collaborate with the COUNTY Mental Health Services Act (MHSA) administrative staff on the development, implementation, and evaluation of the programs and services.

II. Background:

A. In November 2004, California Voters passed Prop 63 also known as the Mental Health Services Acts (MHSA). The Act imposes a 1% tax on personal income in excess of one million dollars. Local County Mental Health Programs are distributed this money to operate a MHSA program. The MHSA programs are intended to increase access and services for underserved and unserved populations.

B. Early Intervention Program is treatment and other services and interventions to address and promote recovery and related functional outcomes for a mental illness early in its emergence.

C. Early Intervention Program may include relapse prevention for individuals in recovery from a serious mental illness.

D. The goal of this program is to bring about mental health including reduction of the applicable negative outcomes listed in Welfare and Institutions Code (WIC) Section 5840, as a result of untreated mental illness for individuals and members of groups or populations whose risk of developing a serious mental illness is greater than average and, as applicable, their parents, caregivers, and other family members.

E. Negative outcomes listed in WIC include; suicide, incarceration, school failure or dropout, unemployment, prolonged suffering, homelessness, and removal of children from their homes.

F. Early Intervention Program may include universal prevention if there is evidence to suggest that the universal prevention is an effective method for individuals and members of groups or populations whose risk of developing a serious mental illness is greater than average.

III. Target Population:

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

IV. Objectives and Outcomes:

A. CONTRACTOR shall continue to develop and maintain an early intervention program that will provide evidence-based interventions. The program shall be aimed at measuring the reduction of prolonged suffering as referenced in Welfare and Institutions Code 5840, subdivision (d) that may result from untreated mental illness by measuring a reduction in risk factors, indicators, and/or increased protective factors that may lead to improved mental, emotional, and relational functioning.

B. CONTRACTOR shall select, define, and measure appropriate indicators that are applicable to the early intervention program. Each early intervention program will measure one of the following:

1. An increase in protective factors as indicated by surveys, and pre- and post-assessments.
    - Protective factors include: Coping skills, mindfulness or medication exercises, visualizations, increase in social networks, learning at home interventions, learning positive communication styles, increase in personal insight, identification of personal needs and values.
2. A decrease in negative outcomes as indicated by surveys, and pre- and post- assessments.
    - Negative factors include: suicide, incarceration, school failure or dropout, unemployment, prolonged suffering, homelessness, and removal of children from their homes.
3. An increase in level of connection, improvement in mental and emotional and relational functioning as measured by surveys and pre- and post-assessments.

C. Program Design and Service Description:

1. CONTRACTOR shall adhere to all federal, state, and local laws, and regulations applicable to prevention programs.
2. Contractor shall provide services in accordance with this contract, and prior to any changes, must have written approval of the Local Mental Health Director.
3. CONTRACTOR shall provide culturally and linguistically appropriate services in all threshold languages.
4. CONTRACTOR shall ensure programs and services are implemented to help create access and linkage to treatment. “Access and Linkage to Treatment” means connecting children, adults, and seniors with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, as early onset of these conditions as practicable, to medically necessary care and treatment including, but not limited to, care provided by county mental health programs.
5. COUNTY shall accept referrals and linkages from CONTRACTOR.
6. CONTRACTOR shall ensure programs and services are designed, implemented, and promoted in ways that improve timely access to mental health services for individuals and/or families from underserved populations. “Improving Timely Access to Services” means to increase the extent to which an individual or family from an underserved population as defined in Title 9 California Code of Regulations Section 3200.300 who needs mental health services because of risk or presence of a mental illness receives appropriate serves as early in onset as

practicable, through program features such as accessibility, cultural and language appropriateness, transportation, family focus, hours available, and cost of services.

7. CONTRACTOR shall provide services in a convenient, accessible, acceptable, culturally appropriate settings such as primary healthcare, schools, family resource centers, community-based organization, places of worship, shelters, and public settings unless a mental health setting enhances access to quality services and outcomes for underserved populations.
8. CONTRACTOR shall ensure that programs and services are designed, implemented, and promoted using strategies that a non-stigmatizing and non-discriminatory. "Strategies that are non-stigmatizing and non-discriminatory" means promoting, designing, and implementing programs in a way that reduces and circumvents stigma, including self-stigma, and discrimination related to being diagnosed with a mental illness, having a mental illness, or seeking mental health services, and making services accessible, welcoming, and positive.
    a. These approaches include, but are not limited to, using positive, factual messages and approaches with a focus on recovery, wellness and resilience; use of culturally appropriate language, practices, and concepts; efforts to acknowledge and combat multiple social stigmas that affect attitudes about mental illness and/or about seeking mental health services; including but not limited to race and sexual orientation; co-illness and/or seeking mental health services. co-locating mental health services with other life resources; promoting positive attitudes and understanding of recovery among mental health providers; inclusion and welcoming family members; and employment of peers in a range of roles.
9. CONTRACTOR shall provide the following programs and services:
    a. Family Resource Center:
        i. Case management
            - Case Management will be provided for caregivers and at-risk youth. Case Managers will provide support, coaching, mentoring, and referrals to services for early intervention for mental illness. Will utilize Strengths Perspective Case Management as an evidence-based practice.
        ii. Group Support
            - Establish a LGBTQ+ Friends and Family Support Group to increase support for youth from caregivers and others.
              To prevent long-term impacts on their mental health will establish a grief group to increase peer support and a healthy outlet for grief.
              Offer a monthly social support group for those impacted by natural disasters.
        iii. Educational Programming
            - Caregivers will be offered the evidence-based program Nurturing Parenting, a family-centered trauma-informed program to build nurturing parenting skills. Childbirth education classes will be provided to support young families.
        iv. Family Enrichment

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

10. CONTRACTOR shall ensure services and programs are provided throughout the fiscal year, not accumulated until the end. Changes to the programs and services being provided must be within the scope of the mental health services act and only upon written approval of the Local Mental Health Director.
11. CONTRACTOR shall participate in stakeholder meetings no less frequently than once annually.

V. <u>Performance Management:</u>

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

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

C. CONTRACTOR shall describe what outcomes/indicators will be used to measure the impacts of the programs and/or services to indicate a decrease in negative outcomes and an increase of protective factors.
   1. An increase in protective factors as indicated by survey's and/or pre- and post-assessments.
      a. Protective factors include: coping skills, mindfulness or medication exercises, visualizations, increase in social networks, learning at home interventions, learning positive communication styles, increase in personal insight, identification of personal needs and values.
   2. A decrease in negative outcomes as indicated by survey's and/or pre- and post-assessments.
      a. Negative outcomes include: suicide, incarceration, school failure or dropout, unemployment, prolonged suffering, homelessness, and removal of children from their home.

D. CONTRACTOR shall collect demographic data for all participants in each program.

E. CONTRACTOR shall describe how outcomes will be achieved.

F. CONTRACTOR shall ensure that each program is designed to collect outcome data that measure:
   1. An increase in protective factors.
   2. A decrease in negative outcomes.

G. CONTRACTOR shall provide the following outcomes and any additional outcomes collected for the Family Resource Center Programs:
   1. Case Management:
      a. An increase in confidence in accessing treatment and services.
      b. An increase in level of connection, improvement in mental, emotional and relational functioning, increased confidence to access treatment and services as measured by surveys.
   2. Group Support:
      a. An increase in informal supports.
      b. An increase in ability to cope with stress, improvement in mental and emotional and relational functioning as measured by surveys.

c. An increase in knowledge and parenting skills for those that participate in Nurturing Parenting.

3. Educational Programming:
    a. An increase in support and preparedness measured by pre- and post-assessments.
4. Family Enrichment:
    a. All activities will keep a sign-in sheet.

H. CONTRACTOR shall report any additional outcomes collected.
I. CONTRACTOR shall describe how outcomes will be collected and tracked on the monthly reporting form.
J. CONTRACTOR shall report the number of referrals to County for ongoing Mental Health Services.
K. CONTRACTOR shall report monthly to COUNTY on all data collected and any outcomes related to the indicators listed above.
L. CONTRACTOR shall report annually to COUNTY on all data collected and any outcomes on indicators listed above, including a final report on the effectiveness of the program and/or services.
M. CONTRACTOR shall manage the program operations and program costs to insure the provision of services for the full term of this Agreement.

Exhibit B
COST PROPOSAL

The contract is not to exceed the amount of $121,000. CONTRACTOR will invoice MCBHRS monthly based on the group type or service provided.

Program	Target Population	# of participants	Total Cost	% of Total Funding
Family Resource Center	Families and/or Caregivers, Transition Age Youth & Children	120	$121,000	100%
Total		120	$121,00.00	100%

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Recognize Katherine Coggin for her service to the First 5 of Mariposa and Appoint Kristina Keheley, PhD, to First 5 of Mariposa County as a Member Representing Health and Human Services Agency (HHSA) to Fill an Unexpired Term Ending April 6, 2024

RECOMMENDATION AND JUSTIFICATION

Recognize Katherine Coggin for her service to the First 5 of Mariposa and Appoint Kristina Keheley, PhD, to First 5 of Mariposa County as a Member Representing Health and Human Services Agency (HHSA) to Fill an Unexpired Term Ending April 6, 2024.

Recognize Katherine Coggin for her service to First 5 of Mariposa County from 2021-2023 as a commissioner representing the Health and Human Services Agency.

Appoint Kristina Keheley, PhD, to First 5 of Mariposa County as a Member representing Health and Human Services Agency for a three-year term expiring June 30, 2026.

First 5 of Mariposa County is legislated through Prop 10 funds and requires a member who represents the Health & Human Services Agency.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has historically approved any requests to appoint members to First 5 of Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

This committee will not have representation for the HHSA position and will be in violation of their bylaws, Mariposa County Ordinance Number 944, and Health & Safety Code 130140 requirements.

FINANCIAL IMPACT

There is no impact to the County General Fund.

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe

AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-357

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Budget Action Transferring Funds Within the Behavioral Health Department 402 Budget for Fiscal Year 2023 to Pay Expenses Through Year End ($620,000)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Transferring Funds Within the Behavioral Health Department 402 Budget for Fiscal Year 2023 to Pay Expenses Through Year End ($620,000).

This budget action increases Behavioral Health Department 402 client treatment appropriations and decreases excess salary appropriations. Client treatment expenses charged to Department 402 have exceeded the estimated budget for FY22-23, and salary expenses have been less than estimated.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In the normal course of business, the Agency must request Budget Actions to balance the various HHSA funds to pay actual expenses through the end of the fiscal year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this budget action is not approved, the Agency will be unable to pay expenses and balance the budgets in the affected funds for FY22-23.

FINANCIAL IMPACT

There is no impact to the County General Fund. This budget action increases Behavioral Health Department 402 client treatment appropriations by $620,000 and decreases excess salary appropriations by $620,000. There is no net change in the Department 402 budget.

ATTACHMENTS

1. **2023 End of the year Mental Health 402 Budget Action #1 20230609**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	402	51111	Regular salary and wages			550,000
1001	402	60543	Client - Treatment Facilities		550,000	
3536	402	51111	Regular salary and wages			70,000
3536	402	60519	Client - Contracted Program Costs		70,000	
	2023 End of the year Mental Health Budget Action #1 20230609					
				TOTALS	620,000	620,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE _____ DATE 6/9/23

AUDITOR SIGNATURE _____ DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____ DATE _____

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT _____

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-358

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve the Second Amendment with The Building Design Group (BDG) Extending the Term of the Agreement to September 30, 2023, for Architectural Design Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve the Second Amendment with The Building Design Group (BDG) Extending the Term of the Agreement to September 30, 2023, for Architectural Design Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Upon execution of the original agreement on August 18. 2022, BDG initiated a project involving the demolition and removal of the existing building in its entirety as well as the subsequent construction of a new residential duplex building. The location of the project is 5123 Jones Street, Mariposa, California. The scope of architectural services for the project is occurring in four phases: 1)Schematic Design, 2)Design Development, 3)Construction Documents, and 4) Contracts Administration. Originally scheduled for completion on November 30, 2022, the agreement requires an additional extension for a new ending date of September 30, 2023 to ensure all aspects of the stated services are completed at an optimal level.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board does not have a prior history with BDG for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non approval for this amendment may ultimately result in inadequate work directed towards the construction of the new residential duplex building.

FINANCIAL IMPACT

This has no impact on the General Fund.

ATTACHMENTS

1. **The Building Design Group 2023 - CAO 08.19.2022 - EXECUTED**
2. **The Building Design Group 2023 (A01) - CAO 12.05.2022 - EXECUTED**
3. **Second Amendment - BDG Agreement 2023**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

to: auditor 8-19-22

AGREEMENT ROUTING SHEET

To: *Danielle Bondshu or Tracy Gauthier* **Dept.:** *Clerk of the Board* **Date:** August 18, 2022

From: Beth Rose **Agreement with:** The Building Design Group

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: John Duffy, Principal, Architect & Marc Farias Jones, Principal, Project Manager *(Name of person signing the agreement, and their title)*

Vendor Email: N/A *(Email of signee)*

For: Architectural Design *(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", etc.)*

Term: 8/1/2022 - 11/30/2022 *(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: _____

☒ **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.)

☒ $ 40,000 **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.

THE Building Design Group
Lic. C28303

4620 Ben Hur Rd
Mariposa, CA 95338
Tel: 209 966-5000

PROJECT PROPOSAL

Date: June 15, 2022

To Client: **Mariposa County Health and Human Services Agency**
Contact: Julianne Sims, LCSW
5362 Lemee Ln
Mariposa, CA 95338
Phone: (209) 742-0889
Email: jsims@mariposacounty.org

Re: Project: 5123 Jones St
Mariposa, CA 95338
APN: 013-112-003

Thank you for the opportunity to present this proposal for architectural design services for your project.

Project Description

The existing building, a single-family dwelling, shall be demolished and removed from the site in its entirety. This work is the responsibility of the County of Mariposa. A new structure, as described in the program below, shall be constructed on the lot.

Owners Program:

The client proposes to construct a new residential duplex building, approximately 2,000+/- sf, single-story, with parking for four vehicles on site.

Unit A: approx. 1,200 sf, 3 bedrooms, 2 bathrooms, living room, kitchen, dining area

Unit B: approx. 800 sf, 2 bedrooms, 1 bathroom, living room, kitchen/dining

The style of the dwelling shall be modern/traditional with a touch of the historical Mariposa elements. The dwelling shall be designed to be robust and low maintenance on the interior

The landscape should also be low maintenance and drought resistant.

1. Proposed Scope of Architectural Services

The following phases shall apply where indicated:

A. Schematic Design (SD)
B. Design Development (DD)
C. Construction Documents (CD)
D. Contract Administration (CA)

These phases are described in detail below, followed further along by a fee schedule.

A. Schematic Design (SD) *(per estimated project fees)*

- Based upon Client's program, graphically depict program criteria including room sizes, volumes, adjacencies, circulation paths, basic furniture layouts, in hand-sketched format or rough CAD modeling.
- Present to Client for review and approval. Revise and refine as required, prior to starting hard-lined drawings (CAD production).

- Upon receipt of Client's approval, continue the preparation of Schematic Design documents in CAD format. Drawings shall include: site plan, floor plans, exterior elevations, building sections, etc.
- Attend pre-application design meeting and present project to Planning Dept, Home Owner Association, if required.
- Secure Client's written approval at the end of Schematic Design, prior to starting Design Development.

B. **Design Development (DD)** *(per estimated project fees)*
- Continue the development of the approved design concept via CAD drawings. Drawings shall include: site plan, floor plans, roof plan, exterior elevations, building sections, conceptual design details and notation.
- Coordinate with engineering consultants as required and integrate such engineering into the design.
- Meet with Planning Dept. for preliminary review and approval of design concepts, if required.
- Secure Client's written approval prior to starting Construction Documents (Permit Drawings) phase.

C. **Construction Documents (CD)** *(performed as a fixed fee)*
- Prepare Construction Documents through continued development of the approved design concept. Drawings shall include: site plan, floor plans, roof plan, exterior elevations, building section, schedules and notes, construction details, mechanical / electrical schematic layout (design / build). Coordinate with the engineering consultants and integrate building systems.
- Building Dept. review: pick up plan check comments, make revisions and resubmit, if required (this excludes additional requirements as specified in section 13).

D. **Contract Administration (CA)** *(performed on an hourly basis , if requested or required by local Building Department)*
- Aid in the interpretation of the permit documents during construction.
- Visit the site periodically to observe the construction and its conformance with the approved design documents.
- Review and approve material, product selection, or substitutions during construction.
- **Misc. (not optional)** hourly billing rates shall apply for any consultation time and/or printing related to the project, which the architect provides to contractors, sub-contractors, etc. after building permit issuance and during the course of construction.
- **Note SITE VISITS:** All travel to and from the project, shall be billed on an hourly basis at the project architect's and/or project manager's prevailing rate, regardless of the phase of work underway. The time spent on the project site shall be billed to the phase of work underway at that time.


Initial

By initialing here, you understand and agree to the terms of Item 1.D "Contract Administration (CA)".

2. Project Prerequisites (approved/provided by Client)

Before starting the project design, the Client shall approve the disciplines below or provide the architect with the following information:

A. Project Program
B. *Site Survey
C. *Soils Report
D. *Any other reports, findings or abatements etc. related to the project.

** This information is not always required; however it may be subsequently requested by the Building Dept. Please consult with BDG.*

The architect shall expect to be able to rely on the completeness and accuracy of the respective findings contained in these documents, when designing the project.

3. Client Review and Approval

After appropriate review, the Client shall provide the architect with written approval at the end of each phase, prior to beginning the next. By signing the approval of each phase, the Client signifies that they understand and agree with the design, as it relates to their program needs.

4. Revisions

Revisions requested after completion of the *design phase, i.e. during the Construction Document phase, would be considered an additional service, and billed on an hourly basis.

*(Revisions requested during the SD & DD phases would be tracked and billed hourly as a matter of course, as part of the ongoing design phase. These revisions would not be considered an additional service)

5. Estimated Project Fees

A breakdown of fee estimates per phase is as follows. Please note, these are preliminary estimates. The CD phase in particular can be firmly established, once the design phase is complete and a final design scheme has been established and approved by the client.

A. Architectural

Schematic Design	$2,500 (est, 16 hours allotted)
Design Development	$2,500 (est, 16 hours allotted)
Construction Documents	$20,000.00*
Contract Administration	*Hourly, if occurs*
Total	$25,000 including estimates

B. Consultants

Structural Engineer *(if required)*	$5-7,000** (est)
Soils Engineer *(if required)*	$3-5,000 (est)
Civil Engineer *(if required)*	$2,000 (est)
Truss Engineer *(if required)*	Reimbursable***
Energy Report	$1,00.00
Fire Sprinkler Engineer *(if required)*	Reimbursable***
Photo Voltaics (Solar)	By others
Total	$15,000 including estimates

** The fee for the CD phase is based on a project size and scope as described previously in the owners program. Any increase in program square footage beyond 10%, or an increase in the level of complexity or detail, shall require review and possible renegotiation of fees.*
***An initial building evaluation suggests that structural engineering is not required for this project and it will be designed to comply with the prescriptive portions of the building*

*code. If unforeseen circumstances reveal that engineering is required or the design develops beyond the scope of the prescriptive code, an additional charge may occur. *** This is performed by the installer or contractor and credited toward the installation cost.*

6. Invoices

Invoices shall be generated monthly for a given phase, based on hours accrued as a percentage of completion during the prior month. Invoices are due upon receipt.

7. Rates *(Applicable to T&M work)*

Project Architect	$150/hr
Project Manager	$135/hr
Drafter	$ 80/hr
Project Engineer	$155/hr
Clerical	$ 50/hr

8. Reimbursables

All reimbursable expenses shall be billed at cost, plus an administration fee of 10%. These include but are not limited to the following:

- Consultant contracts managed by BDG.
- Reproducibles in the form of prints, faxes, telephone, travel, accommodation, clerical time, etc.
- Shipping or mailing costs.
- General Printing – Architectural Drawings/Documents 24" x 36" = $4.30/sheet
  13" x 19" = $2.00/sheet
  11" x 17" = $1.00/sheet
  8.5"x 11" = $0.30/sheet



Initial

By initialing here, you understand and agree to the terms of Item 8 "Reimbursables".

9. Agency/County Review Fees

All Agency/County fees are the Client's responsibility. Review fees are indeterminate at this time: However, a typical range might be 3-5% of the construction cost for the building permit. School fees may also be incurred for the proposed new habitable square footage. It is suggested that the Client research these fees with the appropriate agencies.

10. Consultants

The following is a summary of the consultants typically* required on a project of this nature. In general, the architect recommends that the Client contract directly with the consultant, if said consultant is required. In these cases, the architect can work with the Client to set up these contracts. There are however, several consultants that the architect will typically contract directly with, and when there scope has been established, their fee will be included in the architect's invoices during the CD phase. (Regardless of who the contract is set up with, BDG will collaborate with the Client and all of the disciplines.)

A. **Structural Engineer
B. **Energy Analysis & Report
C. **Sprinkler Design Engineer
D. Truss Engineer
E. Civil Engineer

F. Soils Engineer
G. Surveyor
H. Interior Designer

*Note: * Every project is unique and may require only certain disciplines.*
*** The architect would typically contract directly with these consultants.*

11. Additional Services

The Architect or the Architect's consultants can provide additional services when requested and authorized by the Client in writing. These can be determined on an as-needed basis, as the project progresses. These services might include:

A. Additional design consultation beyond the initial scope.
B. High-res 3D Rendering *(basic 3D views inherent in the software would be included)*.
C. Field trips (construction observation, etc.).
D. Delivery of CD package to Building, Planning Department, etc. for submittal.
E. Grading/civil design.
F. Photo voltaics design.

12. Exclusions

The following services are excluded from this proposal. However, they can be performed as an additional service upon request, by the Architect or consultants:

A. Interior design, color & material, furniture selection.
B. Lighting design *(schematic lighting layout will be included in utility plans)*.
C. Landscape design.
D. Surveying.
E. All County/City permit fees.
F. Soils investigations/geotechnical studies.
G. County requirements for building pad and soils such as Grading permit, Compaction Tests, Perc Tests, etc.
H. County Health Dept. requirements other than those required by state code (septic system design, special water systems, etc.).
I. Civil and/or grading design if required by the City or County.
J. Photo voltaics design/engineering.

13. Additional Planning and Building Dept. Requirements

Any additional tasks or observations of the site/project that are required by the jurisdiction having authority (JHA) would be considered an additional service and billed at an hourly rate. This may also include creating updated drawings and/or letters or reports required by the JHA.

Initial

By initialing here, you understand and agree to the terms of Item 13 "Additional Planning and Building Dept. Requirements".

14. Project Deliverables

At the completion of the project, the Architect shall produce the required number of final permit document sets and supportive documents (drawings, reports, calc packs, etc). These *documents shall be stamped and signed and ready for submission to the jurisdiction having authority (JHA).

* 1. The Construction Documents (aka permit set) shall be prepared per the customary standards of the profession, for the type of project and scope of work, as previously described.

* 2. The CDs shall be comprehensive enough so that any General Contractor can build the project, without the need for prior knowledge of, or prior familiarity with the project.

* 3. It is expected that a qualified licensed General Contractor shall be retained to build the project.

Standard reimbursable rates for all printing and clerical work shall apply. Progress sets and/or copies of the final sets in PDF can be forwarded to the owner and their consultants for review and use.

All Invoices must be paid prior to final plan delivery. Plus, any additional charges for services agreed upon under separate document as required by the client.

15. Retainer

A retainer in the amount of $1,000.00 is required at the signing of the agreement and the start of the project. The retainer is non-refundable and will be deducted from the final invoice.

16. Schedule

BDG proposes the following preliminary schedule:

First week of August 2021	Start Schematic Design
Mid. November 2021	Finish CDs (aka permit package) for Building Dept. submission.

17. Signature

Please do not hesitate to call should you have any questions, need clarification, or wish to discuss any details of the Proposal. If the Proposal is acceptable, please sign below and initial in the designated places above and return to the Building Design Group (BDG) along with the Project Retainer.

By signing below, the Client proposes to engage The Building Design Group (BDG) as a professional consultant to perform architectural services as outlined in this Proposal and according to the terms and conditions set forth in the Client-Architect Agreement, dated June 15, 2022.

Signed,

_____ **Date:** 6/15/2022
John Duffy,
Architect, Principal
The Building Design Group (BDG)

Or,

_____ **Date:** 6/15/2022
Marc Farias Jones,
Project Manager, Principal
The Building Design Group (BDG)

Owner/Client:

J. Dallin Kimble _____ Date: 8/23/22
Print

_____ Date: 8/23/22
Sign

Please Note:

The fees and estimates terms and conditions as set forth in this Proposal shall only be held viable for up to three months from the date of the Proposal, after which time, they are subject to change. In addition, hourly rates as outlined in this Proposal are scheduled to update on an annual basis.

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

The Building Design Group Lic no C28303 June 15, 2022

CLIENT-ARCHITECT AGREEMENT

STANDARD TERMS AND CONDITIONS FOR LIMITED ARCHITECTURAL SERVICES

I. ARCHITECTURAL SERVICES

_____, herein referred to as the Client, proposes to engage The Building Design Group (BDG), herein referred to as the Architect, as a professional consultant to perform architectural services as outlined in the Project Proposal, dated June 15, 2022. The Client hereby agrees to engage the Architect subject to the terms and conditions there and herein. If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions of the Agreement shall not be affected thereby.

II. BASIS OF COMPENSATION

Compensation shall be on a phase by phase basis as described in the Project Proposal. Consultation for services other than those in the proposal letter will be done only upon written request and shall be billed hourly as outlined in the fee schedule. Invoices are generated bi-monthly or monthly and are based on services completed and expenses incurred during the prior month for a defined phase of the work. Payment is considered due and payable upon receipt of invoice. Accounts over 30 days past due shall be subject to a retroactive 5% monthly interest charge. Reimbursable expenses shall be billed additionally at the Architect's cost plus a 10% administration fee.

III. INDEMNIFICATION & LIABILITY

The Client shall indemnify and hold harmless the Architect from and against any and all claims, damages, losses, expenses, including attorneys fees, arising out of, or resulting from errors, omissions, or negligent acts on the part of the Client, Contractor, sub-contractors, consultants, material suppliers, or any of their respective agents. The Client shall indemnify and hold the Architect harmless from and against any and all claims, damages, losses, expenses, including attorney's fees, arising out of, or resulting from any adverse, questionable, unknown, or unforeseen soils conditions, proximity to seismic faults, flood zones, wind exposure zones, or underground springs. The Client shall indemnify and hold harmless the Architect from and against any and all claims, damages, losses, expenses, including attorney's fees, arising out of, or resulting from misinterpretation of codes and ordinances where an interpretation may be subject to judgement.

IV. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed the overall cost incurred from the Project Proposal, or the Architect's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

V. RENEGOTIATION & TERMINATION

If any portion or "phase of the work" described herein is suspended for a period of 60 days or more, the remaining and subsequent phases will be subject to renegotiation or this agreement shall terminate thereon. This agreement may be terminated at any time, given a reasonable excuse by either party and by giving five (5) business days written notice. Should the contract be terminated, remaining compensation shall be based on percentage of work completed and expenses incurred up to the date of termination.

VI. NON-PAYMENT

The Architect shall retain all Lien rights as prescribed by state law. If payment of an invoice is not made within 45 days, work shall terminate and a Mechanic's Lien will be placed on the property for the fee amount due to date plus any and all expenses incurred. The Architect may exercise foreclosure rights immediately as prescribed by law.

VII. MEDIATION

The Client agrees that any claim for adjustment shall not be reason or cause for failure to make payment of work completed & expenses incurred up to the date of termination. The Client agrees to handle any unresolved issues or controversy through and with BDG before taking further measures. Any controversy or claim arising out of or relating to the Project Proposal, or the breach thereof, shall be settled in Mariposa County, California by mediation administered by the American Arbitration Association under its Construction Industry Rules then in effect, and judgment on the award rendered by the mediator may be entered in any court having jurisdiction thereof. Costs and attorneys' fees shall be awarded to the prevailing party in any such mediation. A demand for mediation shall be made within a reasonable time after the controversy or claim has arisen. In no event, shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such

controversy or claim would be barred by the applicable statute of limitations.

VIII. INSURANCE
BDG agrees to carry the appropriate insurances through the course of proposed project.

1. General Liability – The Hartford Insurance Company: Policy # 57 SBW BM5132
2. Professional Liability – XL Specialty Insurance Company: Policy # DPS9986784

IX. CONSTRUCTION COST
While it is the intent of the Architect to design within given budget parameters, no guarantees can be made with respect to the final construction cost.

X. USE OF DRAWINGS
All documents, including CAD drawings, prepared by the Architect are instruments of his service and are for use solely with respect to this project. The Client is entitled to blueprints and / or reproducibles only and in no case shall the documents be used for any other purpose or project. Any requests for drawings or documents in digital format may be subject to a licensing agreement and fee. The Architect shall retain all copyrights as stipulated by law.

XI. SUCCESSORS AND ASSIGNS
The Client shall disclose this agreement as necessary to all parties involved in the project for the purpose of understanding the contractual relationship between the Client and Architect. The Client also agrees to disclose and transfer this agreement to any future Clients, successors or assigns. This contract and its terms shall remain with the property and shall survive for a period of not less than ten years.

XII. RETAINER FEE & CLIENT REQUIRED DOCUMENTS
Prior to the commencement of the work, the Client shall provide the Architect with a signed copy of this agreement and a retainer fee in the amount of $1,000.00. This retainer fee shall be deducted from the amount on the final invoice.

XIII. ENTIRE AGREEMENT
These Standard Terms and Conditions along with the Project Proposal containing the description of services and fees represent the entire agreement between the Client and the Architect. This entire Agreement cannot be changed or modified unless done so in writing and signed by all parties.

_____ Date: 6/15/2022
The Building Design Group
John Duffy, Principal, Architect

_____ Date: 6/15/2022
The Building Design Group
Marc Farias Jones, Principal, Project Manager

Client/ _____
_____ Date: 8/23/22
Sign

Client/ _____
_____ Date: _____
Sign

By way of the signature above, the Client acknowledges that all of the terms and conditions of this agreement are fully understood and remain without question.

Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834.

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

cc: auditor 12-1-22

AGREEMENT ROUTING SHEET

To: *Danielle Bondshu or Tracy Gauthier* Dept.: *Clerk of the Board* Date: November 29, 2022

From: Beth Alexander Agreement with: The Building Design Group

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: Marc Farias Jones, Project Manager/Principal *(Name of person signing the agreement, and their title)* **Vendor Email:** N/A *(Email of signee)*

For: Architectural Design *(Provide a brief description of the service provided or product purchased, i.e. or "Police service dog training", "Annual Senior Health Fair", etc.)* **Term:** 8/1/2022 - 3/31/2023 *(Enter beginning "to" end. **Must be 5 years 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: _____

■ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08.):**

☐ $_____ **DEPARTMENT HEADS, Under $20,000** (MCC Section 3.08.050 and Res. 22-462):
(Purchasing Agent's approval required to purchase or lease real property or storage space.)

■ $ 40,000 **CAO as Purchasing Agent, Under $60,000** (MCC Section 3.08.090 and Res. 22-462):

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 w/ No Cost) (SAP 5.2.1.2 and Res. 22-462)** $_____

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 (dbondshu@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

Digital Signatures Authorized: 08-11-2020; Signature Authority Policy: 2-15-22; Purchasing Policy Authorized: 08-16-2022
Form Revision Date:08-23-22

FIRST AMENDMENT TO AGREEMENT FOR ARCHITECTURAL DESIGN SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR ARCHITECTURAL DESIGN SERVICES, is made and entered into this 5th day of Dec 2022 by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and The Building Design Group, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated August 23, 2022, wherein **Contractor** agreed to provide architectural 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 16, "Schedule," of Project Proposal is hereby amended to extend the term of the Agreement to March 31, 2023.

Except as herein amended, the Agreement dated August 23, 2022 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

Jay D. Kimble
County Administrative Officer

CONTRACTOR

Marc Farias Jones, Project Manager/
Principal
The Building Design Group (BDG)

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel

to: auditor 8-19-22

AGREEMENT ROUTING SHEET

To: *Danielle Bondshu or Tracy Gauthier* Dept.: *Clerk of the Board* Date: August 18, 2022

From: Beth Rose Agreement with: The Building Design Group

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: John Duffy, Principal, Architect & Marc Farias Jones, Principal, Project Manager *(Name of person signing the agreement, and their title)*

Vendor Email: N/A *(Email of signee)*

For: Architectural Design *(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", etc.)*

Term: 8/1/2022 - 11/30/2022 *(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: _____

■ **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.)*

■ $ 40,000 **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.**
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- **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.

THE Building Design Group
Lic. C28303

4620 Ben Hur Rd
Mariposa, CA 95338
Tel: 209 966-5000

PROJECT PROPOSAL

Date: June 15, 2022

To Client: Mariposa County Health and Human Services Agency
Contact: Julianne Sims, LCSW
5362 Lemee Ln
Mariposa, CA 95338
Phone: (209) 742-0889
Email: jsims@mariposacounty.org

Re: Project: 5123 Jones St
Mariposa, CA 95338
APN: 013-112-003

Thank you for the opportunity to present this proposal for architectural design services for your project.

Project Description
The existing building, a single-family dwelling, shall be demolished and removed from the site in its entirety. This work is the responsibility of the County of Mariposa. A new structure, as described in the program below, shall be constructed on the lot.

Owners Program:
The client proposes to construct a new residential duplex building, approximately 2,000+/- sf, single-story, with parking for four vehicles on site.

Unit A: approx. 1,200 sf, 3 bedrooms, 2 bathrooms, living room, kitchen, dining area

Unit B: approx. 800 sf, 2 bedrooms, 1 bathroom, living room, kitchen/dining

The style of the dwelling shall be modern/traditional with a touch of the historical Mariposa elements. The dwelling shall be designed to be robust and low maintenance on the interior

The landscape should also be low maintenance and drought resistant.

1. Proposed Scope of Architectural Services

The following phases shall apply where indicated:

A. Schematic Design (SD)
B. Design Development (DD)
C. Construction Documents (CD)
D. Contract Administration (CA)

These phases are described in detail below, followed further along by a fee schedule.

A. Schematic Design (SD) *(per estimated project fees)*

- Based upon Client's program, graphically depict program criteria including room sizes, volumes, adjacencies, circulation paths, basic furniture layouts, in hand-sketched format or rough CAD modeling.
- Present to Client for review and approval. Revise and refine as required, prior to starting hard-lined drawings (CAD production).

- Upon receipt of Client's approval, continue the preparation of Schematic Design documents in CAD format. Drawings shall include: site plan, floor plans, exterior elevations, building sections, etc.
- Attend pre-application design meeting and present project to Planning Dept, Home Owner Association, if required.
- Secure Client's written approval at the end of Schematic Design, prior to starting Design Development.

B. Design Development (DD) *(per estimated project fees)*
- Continue the development of the approved design concept via CAD drawings. Drawings shall include: site plan, floor plans, roof plan, exterior elevations, building sections, conceptual design details and notation.
- Coordinate with engineering consultants as required and integrate such engineering into the design.
- Meet with Planning Dept. for preliminary review and approval of design concepts, if required.
- Secure Client's written approval prior to starting Construction Documents (Permit Drawings) phase.

C. Construction Documents (CD) *(performed as a fixed fee)*
- Prepare Construction Documents through continued development of the approved design concept. Drawings shall include: site plan, floor plans, roof plan, exterior elevations, building section, schedules and notes, construction details, mechanical / electrical schematic layout (design / build). Coordinate with the engineering consultants and integrate building systems.
- Building Dept. review: pick up plan check comments, make revisions and resubmit, if required (this excludes additional requirements as specified in section 13).

D. Contract Administration (CA) *(performed on an hourly basis , if requested or required by local Building Department)*
- Aid in the interpretation of the permit documents during construction.
- Visit the site periodically to observe the construction and its conformance with the approved design documents.
- Review and approve material, product selection, or substitutions during construction.
- **Misc. (not optional)** hourly billing rates shall apply for any consultation time and/or printing related to the project, which the architect provides to contractors, sub-contractors, etc. after building permit issuance and during the course of construction.
- **Note SITE VISITS:** All travel to and from the project, shall be billed on an hourly basis at the project architect's and/or project manager's prevailing rate, regardless of the phase of work underway. The time spent on the project site shall be billed to the phase of work underway at that time.


Initial

By initialing here, you understand and agree to the terms of Item 1.D "Contract Administration (CA)".

2. Project Prerequisites (approved/provided by Client)
Before starting the project design, the Client shall approve the disciplines below or provide the architect with the following information:

A. Project Program
B. *Site Survey
C. *Soils Report
D. *Any other reports, findings or abatements etc. related to the project.

** This information is not always required; however it may be subsequently requested by the Building Dept. Please consult with BDG.*

The architect shall expect to be able to rely on the completeness and accuracy of the respective findings contained in these documents, when designing the project.

3. Client Review and Approval

After appropriate review, the Client shall provide the architect with written approval at the end of each phase, prior to beginning the next. By signing the approval of each phase, the Client signifies that they understand and agree with the design, as it relates to their program needs.

4. Revisions

Revisions requested after completion of the *design phase, i.e. during the Construction Document phase, would be considered an additional service, and billed on an hourly basis.

*(Revisions requested during the SD & DD phases would be tracked and billed hourly as a matter of course, as part of the ongoing design phase. These revisions would not be considered an additional service)

5. Estimated Project Fees

A breakdown of fee estimates per phase is as follows. Please note, these are preliminary estimates. The CD phase in particular can be firmly established, once the design phase is complete and a final design scheme has been established and approved by the client.

A. Architectural	
Schematic Design	$2,500 (est, 16 hours allotted)
Design Development	$2,500 (est, 16 hours allotted)
Construction Documents	$20,000.00*
Contract Administration	*Hourly, if occurs*
Total	$25,000 including estimates
B. Consultants	
Structural Engineer *(if required)*	$5-7,000** (est)
Soils Engineer *(if required)*	$3-5,000 (est)
Civil Engineer *(if required)*	$2,000 (est)
Truss Engineer *(if required)*	Reimbursable***
Energy Report	$1,00.00
Fire Sprinkler Engineer *(if required)*	Reimbursable***
Photo Voltaics (Solar)	By others
Total	$15,000 including estimates

** The fee for the CD phase is based on a project size and scope as described previously in the owners program. Any increase in program square footage beyond 10%, or an increase in the level of complexity or detail, shall require review and possible renegotiation of fees.*
***An initial building evaluation suggests that structural engineering is not required for this project and it will be designed to comply with the prescriptive portions of the building*

*code. If unforeseen circumstances reveal that engineering is required or the design develops beyond the scope of the prescriptive code, an additional charge may occur. *** This is performed by the installer or contractor and credited toward the installation cost.*

6. Invoices
Invoices shall be generated monthly for a given phase, based on hours accrued as a percentage of completion during the prior month. Invoices are due upon receipt.

7. Rates *(Applicable to T&M work)*

Project Architect	$150/hr
Project Manager	$135/hr
Drafter	$ 80/hr
Project Engineer	$155/hr
Clerical	$ 50/hr

8. Reimbursables
All reimbursable expenses shall be billed at cost, plus an administration fee of 10%. These include but are not limited to the following:

- Consultant contracts managed by BDG.
- Reproducibles in the form of prints, faxes, telephone, travel, accommodation, clerical time, etc.
- Shipping or mailing costs.
- General Printing – Architectural Drawings/Documents 24" x 36" = $4.30/sheet
  13" x 19" = $2.00/sheet
  11" x 17" = $1.00/sheet
  8.5"x 11" = $0.30/sheet

Initial

By initialing here, you understand and agree to the terms of Item 8 "Reimbursables".

9. Agency/County Review Fees
All Agency/County fees are the Client's responsibility. Review fees are indeterminate at this time: However, a typical range might be 3-5% of the construction cost for the building permit. School fees may also be incurred for the proposed new habitable square footage. It is suggested that the Client research these fees with the appropriate agencies.

10. Consultants
The following is a summary of the consultants typically* required on a project of this nature. In general, the architect recommends that the Client contract directly with the consultant, if said consultant is required. In these cases, the architect can work with the Client to set up these contracts. There are however, several consultants that the architect will typically contract directly with, and when there scope has been established, their fee will be included in the architect's invoices during the CD phase. (Regardless of who the contract is set up with, BDG will collaborate with the Client and all of the disciplines.)

A. **Structural Engineer
B. **Energy Analysis & Report
C. **Sprinkler Design Engineer
D. Truss Engineer
E. Civil Engineer

F. Soils Engineer
G. Surveyor
H. Interior Designer

*Note: * Every project is unique and may require only certain disciplines.*
*** The architect would typically contract directly with these consultants.*

11. Additional Services
The Architect or the Architect's consultants can provide additional services when requested and authorized by the Client in writing. These can be determined on an as-needed basis, as the project progresses. These services might include:

A. Additional design consultation beyond the initial scope.
B. High-res 3D Rendering *(basic 3D views inherent in the software would be included).*
C. Field trips (construction observation, etc.).
D. Delivery of CD package to Building, Planning Department, etc. for submittal.
E. Grading/civil design.
F. Photo voltaics design.

12. Exclusions
The following services are excluded from this proposal. However, they can be performed as an additional service upon request, by the Architect or consultants:

A. Interior design, color & material, furniture selection.
B. Lighting design *(schematic lighting layout will be included in utility plans)*.
C. Landscape design.
D. Surveying.
E. All County/City permit fees.
F. Soils investigations/geotechnical studies.
G. County requirements for building pad and soils such as Grading permit, Compaction Tests, Perc Tests, etc.
H. County Health Dept. requirements other than those required by state code (septic system design, special water systems, etc.).
I. Civil and/or grading design if required by the City or County.
J. Photo voltaics design/engineering.

13. Additional Planning and Building Dept. Requirements
Any additional tasks or observations of the site/project that are required by the jurisdiction having authority (JHA) would be considered an additional service and billed at an hourly rate. This may also include creating updated drawings and/or letters or reports required by the JHA.


Initial

By initialing here, you understand and agree to the terms of Item 13 "Additional Planning and Building Dept. Requirements".

14. Project Deliverables
At the completion of the project, the Architect shall produce the required number of final permit document sets and supportive documents (drawings, reports, calc packs, etc). These *documents shall be stamped and signed and ready for submission to the jurisdiction having authority (JHA).

* 1. The Construction Documents (aka permit set) shall be prepared per the customary standards of the profession, for the type of project and scope of work, as previously described.

* 2. The CDs shall be comprehensive enough so that any General Contractor can build the project, without the need for prior knowledge of, or prior familiarity with the project.

* 3. It is expected that a qualified licensed General Contractor shall be retained to build the project.

Standard reimbursable rates for all printing and clerical work shall apply. Progress sets and/or copies of the final sets in PDF can be forwarded to the owner and their consultants for review and use.

All Invoices must be paid prior to final plan delivery. Plus, any additional charges for services agreed upon under separate document as required by the client.

15. Retainer

A retainer in the amount of $1,000.00 is required at the signing of the agreement and the start of the project. The retainer is non-refundable and will be deducted from the final invoice.

16. Schedule

BDG proposes the following preliminary schedule:

First week of August 2021	Start Schematic Design
Mid. November 2021	Finish CDs (aka permit package) for Building Dept. submission.

17. Signature

Please do not hesitate to call should you have any questions, need clarification, or wish to discuss any details of the Proposal. If the Proposal is acceptable, please sign below and initial in the designated places above and return to the Building Design Group (BDG) along with the Project Retainer.

By signing below, the Client proposes to engage The Building Design Group (BDG) as a professional consultant to perform architectural services as outlined in this Proposal and according to the terms and conditions set forth in the Client-Architect Agreement, dated June 15, 2022.

Signed,

Date: 6/15/2022

John Duffy,
Architect, Principal
The Building Design Group (BDG)

Or,

Date: 6/15/2022

Marc Farias Jones,
Project Manager, Principal
The Building Design Group (BDG)

Owner/Client:

J. Dallin Kimble Date: 8/23/22
Print

Date: 8/23/22
Sign

Please Note:

The fees and estimates terms and conditions as set forth in this Proposal shall only be held viable for up to three months from the date of the Proposal, after which time, they are subject to change. In addition, hourly rates as outlined in this Proposal are scheduled to update on an annual basis.

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

The Building Design Group Lic no C28303 June 15, 2022

CLIENT-ARCHITECT AGREEMENT

STANDARD TERMS AND CONDITIONS FOR LIMITED ARCHITECTURAL SERVICES

I. ARCHITECTURAL SERVICES

_____, herein referred to as the Client, proposes to engage The Building Design Group (BDG), herein referred to as the Architect, as a professional consultant to perform architectural services as outlined in the Project Proposal, dated June 15, 2022. The Client hereby agrees to engage the Architect subject to the terms and conditions there and herein. If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions of the Agreement shall not be affected thereby.

II. BASIS OF COMPENSATION

Compensation shall be on a phase by phase basis as described in the Project Proposal. Consultation for services other than those in the proposal letter will be done only upon written request and shall be billed hourly as outlined in the fee schedule. Invoices are generated bi-monthly or monthly and are based on services completed and expenses incurred during the prior month for a defined phase of the work. Payment is considered due and payable upon receipt of invoice. Accounts over 30 days past due shall be subject to a retroactive 5% monthly interest charge. Reimbursable expenses shall be billed additionally at the Architect's cost plus a 10% administration fee.

III. INDEMNIFICATION & LIABILITY

The Client shall indemnify and hold harmless the Architect from and against any and all claims, damages, losses, expenses, including attorneys fees, arising out of, or resulting from errors, omissions, or negligent acts on the part of the Client, Contractor, sub-contractors, consultants, material suppliers, or any of their respective agents. The Client shall indemnify and hold the Architect harmless from and against any and all claims, damages, losses, expenses, including attorney's fees, arising out of, or resulting from any adverse, questionable, unknown, or unforeseen soils conditions, proximity to seismic faults, flood zones, wind exposure zones, or underground springs. The Client shall indemnify and hold harmless the Architect from and against any and all claims, damages, losses, expenses, including attorney's fees, arising out of, or resulting from misinterpretation of codes and ordinances where an interpretation may be subject to judgement.

IV. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed the overall cost incurred from the Project Proposal, or the Architect's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

V. RENEGOTIATION & TERMINATION

If any portion or "phase of the work" described herein is suspended for a period of 60 days or more, the remaining and subsequent phases will be subject to renegotiation or this agreement shall terminate thereon. This agreement may be terminated at any time, given a reasonable excuse by either party and by giving five (5) business days written notice. Should the contract be terminated, remaining compensation shall be based on percentage of work completed and expenses incurred up to the date of termination.

VI. NON-PAYMENT

The Architect shall retain all Lien rights as prescribed by state law. If payment of an invoice is not made within 45 days, work shall terminate and a Mechanic's Lien will be placed on the property for the fee amount due to date plus any and all expenses incurred. The Architect may exercise foreclosure rights immediately as prescribed by law.

VII. MEDIATION

The Client agrees that any claim for adjustment shall not be reason or cause for failure to make payment of work completed & expenses incurred up to the date of termination. The Client agrees to handle any unresolved issues or controversy through and with BDG before taking further measures. Any controversy or claim arising out of or relating to the Project Proposal, or the breach thereof, shall be settled in Mariposa County, California by mediation administered by the American Arbitration Association under its Construction Industry Rules then in effect, and judgment on the award rendered by the mediator may be entered in any court having jurisdiction thereof. Costs and attorneys' fees shall be awarded to the prevailing party in any such mediation. A demand for mediation shall be made within a reasonable time after the controversy or claim has arisen. In no event, shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such

controversy or claim would be barred by the applicable statute of limitations.

VIII. INSURANCE
BDG agrees to carry the appropriate insurances through the course of proposed project.

1. General Liability – The Hartford Insurance Company: Policy # 57 SBW BM5132
2. Professional Liability – XL Specialty Insurance Company: Policy # DPS9986784

IX. CONSTRUCTION COST
While it is the intent of the Architect to design within given budget parameters, no guarantees can be made with respect to the final construction cost.

X. USE OF DRAWINGS
All documents, including CAD drawings, prepared by the Architect are instruments of his service and are for use solely with respect to this project. The Client is entitled to blueprints and / or reproducibles only and in no case shall the documents be used for any other purpose or project. Any requests for drawings or documents in digital format may be subject to a licensing agreement and fee. The Architect shall retain all copyrights as stipulated by law.

XI. SUCCESSORS AND ASSIGNS
The Client shall disclose this agreement as necessary to all parties involved in the project for the purpose of understanding the contractual relationship between the Client and Architect. The Client also agrees to disclose and transfer this agreement to any future Clients, successors or assigns. This contract and its terms shall remain with the property and shall survive for a period of not less than ten years.

XII. RETAINER FEE & CLIENT REQUIRED DOCUMENTS
Prior to the commencement of the work, the Client shall provide the Architect with a signed copy of this agreement and a retainer fee in the amount of $1,000.00. This retainer fee shall be deducted from the amount on the final invoice.

XIII. ENTIRE AGREEMENT
These Standard Terms and Conditions along with the Project Proposal containing the description of services and fees represent the entire agreement between the Client and the Architect. This entire Agreement cannot be changed or modified unless done so in writing and signed by all parties.

_____ Date: 6/15/2022
The Building Design Group
John Duffy, Principal, Architect

_____ Date: 6/15/2022
The Building Design Group
Marc Farias Jones, Principal, Project Manager

Client/ _____
_____ Date: 8/23/22
Sign

Client/ _____
_____ Date: _____
Sign

By way of the signature above, the Client acknowledges that all of the terms and conditions of this agreement are fully understood and remain without question.

Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834.

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

SECOND AMENDMENT TO AGREEMENT FOR ARCHITECTURAL DESIGN SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR ARCHITECTURAL DESIGN SERVICES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and The Building Design Group, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated August 23, 2022, wherein **Contractor** agreed to provide architectural design services; and

WHEREAS, County and **Contractor** have heretofore entered into a First Amendment dated December 5, 2022, wherein **Contractor** agreed to extend the term of the Agreement to March 31, 2023; 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 16, "Schedule," of Project Proposal is hereby amended to extend the term of the Agreement to September 30, 2023.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force an effect. This Amendment is effective retroactive to March 31, 2023. The parties shall treat the Agreement as if it had been in full force and effect continuously since March 31, 2023, without there having been any interruption of the Agreement whatsoever.

Except as herein amended, the Agreement dated August 23, 2022 and First Amendment dated December 5, 2022 shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Marc Farias Jones, Project Manager/ Principal The Building Design Group (BDG)
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-359

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with Archie's Mini Storage for Storage Services (Units 153 and 167); and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Archie's Mini Storage for Storage Services (Units 153 and 167); and Authorize the Board of Supervisors Chair to Sign the Agreement

To comply with state regulations regarding client record retention, the Health and Human Services Agency (HHSA) must ensure that adequate storage space is available. HHSA has an extensive history with Archie's; however, upon recent review by County Counsel, it has been determined that the original agreement did not receive the required signatures. Therefore, a re-submittal and approval of the agreement by the Board of Supervisors is warranted.

HHSA will be assessed a yearly charge of $1425.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On July 20, 2004, the Board approved separate agreements with Archie's Mini Storage for storage spaces, via Resolutions 2004-060 and 2004-065.

On December 20, 2016, the Board approved an agreement with Archie's Mini Storage via Resolution 2016-666.

On November 2, 2021, the Board approved an agreement with Archie's Mini Storage via Resolution 2021-604.

On April 12, 2022, the Board ratified an agreement with Archie's Mini Storage (Unit 99/111) via Resolution 2022-227.

On May 24, 2022, the Board approved First Amendment to agreement with Archie's Mini Storage (Unit 99/111) via Resolution 2022-313.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Agreement. Staff will need to identify another storage facility to meet its record retention regulations.

FINANCIAL IMPACT

There is sufficient funding in the Health and Human Services Budget to fund this Agreement. There is no impact to the County General Fund.

ATTACHMENTS

1. Archie's Mini Storage - Unit 153 and 167

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

ARCHIE'S MINI STORAGE 800) 522-3540 updated

Headquarters: P.O. BOX 924, Mariposa, CA 95338 LOCAL: (209) 966-5909

MPSA

ACCESS CODE: \ **Vehicle Code per Entry** Space No.: 153/167 Occupant Supply Own Lock(s) (___)

Occupant(s) Name: Mariposa Co. Comm Action Agency Date: 6-6-23 8-10-05 (01) (orig)

Physical Address/City/Zip: _____

Mailing Address/City/Zip: PO Box 99 Mariposa, CA 95338

Phone: (Day) _____ (Eve,) _____ Driver's License No.: _____ Exp.: _____

Sp. No.: 153/167 Size: 10x25 Rental Amount:: $ 125 Monthly, $ _____ Bi-Yearly, $ 1425 Yearly

Owner hereby requests that occupant(s) provides an alternate name and address for contact purposes only:

Alternate Name: _____ Phone _____

Address/City/Zip: _____

RENTAL AGREEMENT TERMS

1. **RENT DUE ON THE 1ST**: monthly $ 125 Bi-Yrly/ Yearly: $ 1425. Rent is due, in advance, on the first day of each rental period month (month, bi-yearly, or year). **WE DO NOT BILL MONTHLY ACCOUNTS**. **Late charge of $15.00** will be added if payment is not received by the tenth day. **Charge of $25.00** for returned checks. Concurrently with the execution of the Rental Agreement, Occupant shall pay **$ 10.00** as a non-refundable new account administration fee.
2. **DEPOSITS:** Occupant shall pay, in advance, a **deposit of $** 15 - to be refunded within two weeks after Occupant signs a vacate slip and returns the property clean.
3. **INSURANCE: ARCHIE'S MINI STORAGE**, (hereafter known as **AMS**) DOES NOT PROVIDE INSURANCE OR GUARANTEE SECURITY, ANY ACTION **AMS** VOLUNTARILY TAKES TO INCREASE SECURITY FOR THE FACILITY SHALL NOT CONSTITUTE A WARRANTY, EXPRESS OR IMPLIED, OF SECURITY FOR OCCUPANT'S PROPERTY, OCCUPANT SHALL MAINTAIN OWN INSURANCE OF PROVIDE FULL AND ADEQUATE COVERAGE OF OCCUPANT'S PROPERTY. Occupant expressly agrees that the carrier of Occupant's insurance shall not be subrogated to any claim of Occupant against **AMS** its agents or employees. Occupant acknowledges that **AMS** has provided Occupant with information to obtain their own insurance for property of occupants. Occupant acknowledges that he/she understands the provisions of this paragraph and agrees to these provisions.
4. **RELEASE BY OCCUPANT: AMS** only provides space for rent and does not have possession or control of Occupant's personal property. **AMS** is not storing property for Occupant of guaranteeing its safekeeping. OCCUPANT RELEASES **AMS** FOR ANY LOSS OR DAMAGE TO OCCUPANT'S PROPERTY IN STORAGE, INCLUDING ANY RELATED INCIDENTAL OR CONSEQUENTIAL DAMAGES.
5. **OCCUPANCY:** Occupant may store only personal property owned by Occupant. Occupant shall not sublet or assign the storage unit nor store property owned by others. All risks of loss or damage to personal property in storage will be borne by occupant. Occupant hereby waives subrogation. Occupant will furnish own lock and agrees the total value of stored goods under this agreement shall not exceed $5000 for any purpose unless Occupant obtains prior written consent of owner.
6. **PROHIBITION AGAINST HAZARDOUS MATERIALS, ETC.:** Storage of flammable, explosive, chemicals, pesticides, dangerous, illegal or any substances that are regulated by federal, state, or local laws regarding "hazardous" or "toxic" materials is prohibited COSTS TO DISPOSE OF SUCH SUBSTANCES BY LAWFUL COMPLIANCE SHALL BE BORNE BY THE OCCUPANT.
7. **DELINQUENT ACCOUNTS:** Your stored property will be subject to a claim of lien for unpaid rent or other charges and may even be sold to satisfy the lien if the rent or other charges due remain unpaid for 14 consecutive days. This lien and its enforcement are authorized by Chapter 10, Division 8 (commencing with section 21700) of the California Business and Professions Code. These accounts will be transferred to our corporate office for collection and will be subject to charges $10.00 for the Preliminary Lien, $15.00 for the Notice of Lien Sale, $15.00 late charge per month, and additional charges for sale or disposal. If you are paying by Bi-yearly or yearly and your rent is not paid when due, your account will be reverted to the monthly rate as shown above. Occupant shall be responsible for **AMS** attorneys' fees and cost if litigation occurs. If Occupant is delinquent in the payment of rent or other charges due under this Rental Agreement for **more than 30 days** the fee is **$**25 for Owners costs in processing the delinquent account, including lien sale costs, whether or not a lien sale occurs. Notice of Lien Sale Publication fees are added. _____ ***(Initials) (for acknowledgment).***
8. **NO SMOKING:** Absolutely "NO SMOKING" in any storage unit.
9. **RULES:** Occupant acknowledges that **AMS** has furnished a copy of tenant Rules and Occupant agrees to abide by them. **LOCK CUTTING DEVICES ARE PROHIBITED FOR ANY USE ON THE PREMISES.** _____ ***(Initials) (for acknowledgment).***
10. **NO REFUNDS ON EARLY VACATES:** Credit may be given for unused rent, but no refunds will be given, Credits must be used within twelve months of issuance.
11. **PRICE CHANGE:** Prices are subject to change without notice.
12. **TERMINATION:** Ten days written notice, for any reason, by **AMS** or Occupant to the other will terminate this Rental Agreement. Customer must sign a vacate slip upon termination of Rental Agreement and remove all items within 10 days. **AMS** will dispose of all items at a cost to the occupant. The storage unit will be left in good condition and Occupant is responsible for damages to the storage unit. All unpaid amounts must be paid by cash or certified check or money order at the time of vacating.
13. **ADDRESS CHANGE:** Occupant will notify **AMS** of any address or telephone change, in writing, within ten days.
14. **COVERING GOODS:** Occupant agrees to cover his goods to protect them against moist air, condensation, and dust.
15. **PREMISES RESPONSIBILITY:** Occupant will periodically inspect and immediately notify **AMS** of any defects in the storage unit. Occupant will keep the premises in good condition and pay **AMS** for repair necessary due to negligence or misuse while in Occupant's control. Occupant may not alter the premises without written consent of **AMS**.
16. **ENTIRE AGREEMENT, ETC.:** There are no other, conditions or agreements between the parties except as set forth in this Agreement. This Agreement may only be amended by written instrument executed by **AMS**. This is binding on **AMS** successors or assigns, and each successor or assigns shall be relieved of its obligations under this Agreement upon the transfer of the property to the new successor or assigns.

I HAVE READ AND UNDERSTAND THIS RENTAL AGREEMENT IN ITS ENTIRETY AND AGREE TO ALL ITS TERMS.

OCCUPANTS SIGNATURE: _____ DATE: _____

Method of Payment MADE BY: MAIL, CREDIT CARD, OR *DEPOSIT THE RENT IN THE DROP BOX AT THE FACILITY SITE.*

Credit Cards Available: Visa, & MasterCard

Cash / Check / M.O. / Crd.Crd: Amt.: _____ **Ck#:** _____ **Crd. Crd. #:** _____ **Exp.** _____

Authorization Signature: _____ Date: _____

___ Site: Mariposa, CA ___ Site: Ahwahnee, CA

MAKE CHECKS PAYABLE TO: **ARCHIE'S MINI STORAGE**

Mailing Address: P.O. Box 924

(Headquarters Office) Mariposa, CA 95338

Local: (209) 966-5909 **(800) 522-3540**

IMPORTANT: **WRITE YOUR SPACE NUMBER ON YOUR PAYMENT.**

WHITE-AMS (OWNERS COPY)

ProRate Next Month:

_____

_____

$_____ **Due:** _____

FIRST MONTH RENT: Rent: $ _____

Deposit: 15.00

Fee: _____

Amt.: $ _____

YELLOW - CUSTOMER COPY (your copy)

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-360

MEETING:	July 11, 2023
TO:	The Board of Supervisors
FROM:	Joe Lynch, Director of Health and Human Services
RE:	Approve an Agreement with Archie's Mini Storage (Units 152 and 168) for Storage Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Archie's Mini Storage (Units 152 and 168) for Storage Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

To comply with state regulations regarding client record retention, the Health and Human Services Agency (HHSA) must ensure that adequate storage space is available. HHSA has an extensive history with Archie's; however, upon recent review by County Counsel, it has been determined that the original agreement does not have the required signatures. Therefore, a re-submittal and approval of the agreement by the Board of Supervisors is warranted.

HHSA will be assessed a yearly charge of $1425.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On July 20, 2004, the Board approved separate agreements with Archie's Mini Storage for storage spaces, via Resolutions 2004-060 and 2004-065.

On December 20, 2016, the Board approved an agreement with Archie's Mini Storage via Resolution 2016-666.

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On May 24, 2022, the Board approved First Amendment to agreement with Archie's Mini Storage (Unit 99/111) via Resolution 2022-313.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Agreement. Staff will need to identify another storage facility to meet its record retention regulations.

FINANCIAL IMPACT

There is sufficient funding in the Health and Human Services Budget to fund this Agreement. There is no impact to the County General Fund.

ATTACHMENTS

1. Archie's Mini Storage - Unit 152 and 168

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

ARCHIE'S MINI STORAGE 800) 522-3540

Headquarters: P.O. BOX 924, Mariposa, CA 95338 LOCAL: (209) 966-5909

MPSA

ACCESS CODE: NA **Vehicle Code per Entry** Space No.: 152/168 Occupant Supply Own Lock(s) (2)

Occupant(s) Name: Mariposa Co. Mental Health Date: 6-6-23 6-1-04 (orig)

Physical Address/City/Zip: _____

Mailing Address/City/Zip: PO Box 99 Mariposa, CA 95338

Phone: (Day) _____ (Eve,) _____ Driver's License No.: _____ Exp.: _____

Sp. No.: 152/168 Size: 10x25 Rental Amount:: $ 125 Monthly, $ _____ Bi-Yearly, $ 1425 Yearly

Owner hereby requests that occupant(s) provides an alternate name and address for contact purposes only:

Alternate Name: _____ Phone _____

Address/City/Zip: _____

RENTAL AGREEMENT TERMS

1. **RENT DUE ON THE 1ST**: monthly $ 125 Bi-Yrly/ Yearly: $ 1425. Rent is due, in advance, on the first day of each rental period month (month, bi-yearly, or year). **WE DO NOT BILL MONTHLY ACCOUNTS**. **Late charge of $15.00** will be added if payment is not received by the tenth day. **Charge of $25.00** for returned checks. Concurrently with the execution of the Rental Agreement, Occupant shall pay **$ 10.00** as a non-refundable new account administration fee.
2. **DEPOSITS:** Occupant shall pay, in advance, a **deposit of $** 15.00 to be refunded within two weeks after Occupant signs a vacate slip and returns the property clean.
3. **INSURANCE: ARCHIE'S MINI STORAGE**, (hereafter known as **AMS**) DOES NOT PROVIDE INSURANCE OR GUARANTEE SECURITY, ANY ACTION **AMS** VOLUNTARILY TAKES TO INCREASE SECURITY FOR THE FACILITY SHALL NOT CONSTITUTE A WARRANTY, EXPRESS OR IMPLIED, OF SECURITY FOR OCCUPANT'S PROPERTY, OCCUPANT SHALL MAINTAIN OWN INSURANCE OF PROVIDE FULL AND ADEQUATE COVERAGE OF OCCUPANT'S PROPERTY. Occupant expressly agrees that the carrier of Occupant's insurance shall not be subrogated to any claim of Occupant against **AMS** its agents or employees. Occupant acknowledges that **AMS** has provided Occupant with information to obtain their own insurance for property of occupants. Occupant acknowledges that he/she understands the provisions of this paragraph and agrees to these provisions.
4. **RELEASE BY OCCUPANT: AMS** only provides space for rent and does not have possession or control of Occupant's personal property. **AMS** is not storing property for Occupant of guaranteeing its safekeeping. OCCUPANT RELEASES **AMS** FOR ANY LOSS OR DAMAGE TO OCCUPANT'S PROPERTY IN STORAGE, INCLUDING ANY RELATED INCIDENTAL OR CONSEQUENTIAL DAMAGES.
5. **OCCUPANCY:** Occupant may store only personal property owned by Occupant. Occupant shall not sublet or assign the storage unit nor store property owned by others. All risks of loss or damage to personal property in storage will be borne by occupant. Occupant hereby waives subrogation. Occupant will furnish own lock and agrees the total value of stored goods under this agreement shall not exceed $5000 for any purpose unless Occupant obtains prior written consent of owner.
6. **PROHIBITION AGAINST HAZARDOUS MATERIALS, ETC.:** Storage of flammable, explosive, chemicals, pesticides, dangerous, illegal or any substances that are regulated by federal, state, or local laws regarding "hazardous" or "toxic" materials is prohibited *COSTS TO DISPOSE OF SUCH SUBSTANCES BY LAWFUL COMPLIANCE SHALL BE BORNE BY THE OCCUPANT.*
7. ***DELINQUENT ACCOUNTS:*** *Your stored property will be subject to a claim of lien for unpaid rent or other charges and may even be sold to satisfy the lien if the rent or other charges due remain unpaid for 14 consecutive days.* This lien and its enforcement are authorized by Chapter 10, Division 8 (commencing with section 21700) of the California Business and Professions Code. These accounts will be transferred to our corporate office for collection and will be subject to charges $10.00 for the Preliminary Lien, $15.00 for the Notice of Lien Sale, $15.00 late charge per month, and additional charges for sale or disposal. If you are paying by Bi-yearly or yearly and your rent is not paid when due, your account will be reverted to the monthly rate as shown above. Occupant shall be responsible for **AMS** attorneys' fees and cost if litigation occurs. If Occupant is delinquent in the payment of rent or other charges due under this Rental Agreement for **more than 30 days** the fee is **$** 25 for Owners costs in processing the delinquent account, including lien sale costs, whether or not a lien sale occurs. Notice of Lien Sale Publication fees are added. _____ ***(Initials) (for acknowledgment).***
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12. **TERMINATION:** Ten days written notice, for any reason, by **AMS** or Occupant to the other will terminate this Rental Agreement. Customer must sign a vacate slip upon termination of Rental Agreement and remove all items within 10 days. **AMS** will dispose of all items at a cost to the occupant. The storage unit will be left in good condition and Occupant is responsible for damages to the storage unit. All unpaid amounts must be paid by cash or certified check or money order at the time of vacating.
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15. **PREMISES RESPONSIBILITY:** Occupant will periodically inspect and immediately notify **AMS** of any defects in the storage unit. Occupant will keep the premises in good condition and pay **AMS** for repair necessary due to negligence or misuse while in Occupant's control. Occupant may not alter the premises without written consent of **AMS**.
16. **ENTIRE AGREEMENT, ETC.:** There are no other, conditions or agreements between the parties except as set forth in this Agreement. This Agreement may only be amended by written instrument executed by **AMS**. This is binding on **AMS** successors or assigns, and each successor or assigns shall be relieved of its obligations under this Agreement upon the transfer of the property to the new successor or assigns.

I HAVE READ AND UNDERSTAND THIS RENTAL AGREEMENT IN ITS ENTIRETY AND AGREE TO ALL ITS TERMS.

OCCUPANTS SIGNATURE: _____ DATE: _____

Method of Payment MADE BY: MAIL, CREDIT CARD, OR *DEPOSIT THE RENT IN THE DROP BOX AT THE FACILITY SITE.*

Credit Cards Available: Visa, & MasterCard

Cash / Check / M.O. / Crd.Crd: Amt.: _____ **Ck#:** _____ **Crd. Crd. #:** _____ **Exp.** _____

Authorization Signature: _____ Date: _____

___ Site: Mariposa, CA ___ Site: Ahwahnee, CA

MAKE CHECKS PAYABLE TO: **ARCHIE'S MINI STORAGE**

Mailing Address: P.O. Box 924

(Headquarters Office) Mariposa, CA 95338

Local: (209) 966-5909 **(800) 522-3540**

IMPORTANT: **WRITE YOUR SPACE NUMBER ON YOUR PAYMENT.**

ProRate Next Month:

_____

_____

$_____ **Due:** _____

FIRST MONTH RENT: Rent: $ _____

Deposit: _____

Fee: _____

Amt.: $ _____

WHITE-AMS (OWNERS COPY) **YELLOW - CUSTOMER COPY** (your copy)

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-361

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with Alliance for Community Transformations in the Amount of $498,607 to Operate Connections Emergency Shelter Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Alliance for Community Transformations in the Amount of $498,607 to Operate Connections Emergency Shelter Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

The Mariposa County 2019-2024 Housing Element establishes goals and objectives for Mariposa County's housing needs. The ongoing operation of the Connections Emergency Shelter specifically addresses two objectives - five and eight:
Objective Five: Fulfill Special Housing Needs

5.7 Connections Emergency Shelter provides housing for disabled, elderly, and very low and low income households. Through Mariposa County Health & Human Services, the County supports and facilitates Alliance, a non profit, in applying for funds from available state and federal programs to provide housing for special needs populations.

5.8 Connections Emergency Shelter addresses the needs of the homeless community.
Objective Eight: Facilitate Emergency Housing

8.1 The County continues to apply for emergency housing funds from state and federal sources and uses those awards to provide emergency housing at Connections Emergency Shelter.
Connections provides 24/7 shelter, case management, and referrals to employment and permanent housing for individuals experiencing homelessness or in crisis in Mariposa County. At full capacity, Connections has 42 beds.

The intended outcome of the Connections Emergency Shelter service is to reduce the average length of stay at the shelter while ultimately increasing the rate of residents obtaining employment because they have stable housing and supportive services.

This contract provides funding to Alliance for staffing, program supplies, and operation of the shelter. It does not provide funding for rent.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved the most recent Agreement for the Connections Homeless Shelter Program on June 22, 2022 through Resolution No. 2022-385.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this contract is not approved, Mariposa County would no longer fully meet its obligations under the 2019-2024 Housing Element related to Objectives 5 and 8. The County would no longer have an option for short-term emergency housing for individuals experiencing homelessness or in crisis from which they can receive stability and supportive services.

FINANCIAL IMPACT

No General Fund is being sought at this time for this program and there is no impact on the General Fund.

ATTACHMENTS

1. **Alliance Connections Agreement 2024**
2. **Connections Emergency Shelter Budget 2023 - 2024**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

AGREEMENT FOR COUNSELING AND COMMUNITY SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County", and Alliance for Community Transformations hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

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

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $498,607 as set forth in Exhibit B, "Connections Emergency Shelter Budget," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

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

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Alison Tudor, Executive Director Alliance for Community Transformations
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

I. Description of Services

Alliance for Community Transformations, Connections Emergency Shelter, agrees to do the following:

A. Maintain and monitor all aspects of the 24 hour, 7 days a week (24/7) emergency homeless shelter, including, but not limited to:
    a. Ensuring adequate personnel at all levels of operations 24/7.
    b. Managing and maintaining the shelter property, adhering to all State, Federal, and local regulations for the site.
    c. Completing intakes for all participants.
    d. Coordinating and ensuring that all participants have access to appropriate health screenings.
    e. Providing nutritious snacks and beverages for participants.
    f. Working collaboratively with partner agencies to ensure safety for all participants and staff. This may include, but not be limited to, developing MOU's with the Sheriff's Office & Jail, County Probation Department, and other community agencies.
    g. Tracking the number of participants and length of stay.
    h. Tracking all case management services provided to participants including, but not limited to, referrals to housing, referrals for any and all supportive services needed, collect baseline data such as, vital documents, employment, and education status.
    B. Perform intakes, provide intense individualized case planning, and provide case management/supports at a minimum of weekly in order to support individuals experiencing homelessness, recognizing all programming is voluntary.

C. Participate in regular multi-agency team meetings to coordinate housing support for individuals experiencing homelessness (housing team, CoC calls, housing MDT meetings, et al.).
D. Attend meetings with Mariposa County Health & Human Services Agency to review data, provide program updates, and review program documents.
E. Conduct assessment intakes utilizing agreed upon assessment tools for every household seeking any type of housing-related assistance to be included into the HMIS data collection system.
F. Provide support and linkage to appropriate and eligible housing assistance programs and services with a warm hand-off to programs and services wherever possible.
    a. Coordinate with the HHSA housing team and community partners to identify locations where clients can best have their needs met. This may include moving an individual to/from a scattered site. Eviction from an

emergency shelter bed whether it is at Connections or at an emergency shelter scattered site must be staffed at the weekly housing meeting first unless there is an immediate safety and danger to other clients and staff.

G. Track household progress within the various housing programs as necessary for continuity of care.
H. Provide person-centered case management at a minimum of weekly in order to support households seeking housing, recognizing that all services are voluntary.
I. Input and oversight relating to the current maintenance of all required and expected intakes and on-going assessments, case management, financial, demographic and other relevant statistical data into the data collections systems as designated by Mariposa County including but not limited to Homeless Management Information System (HMIS) and Central Sierra Continuum of Care's (CoC) Coordinated Entry. All data collection must be kept current; reports shall be run monthly to ensure timeliness and accuracy of data:
    a. All housing intake referrals must be completed within five (5) business days.
    b. All housing intakes must be input into the HMIS & CoC's data systems within three (3) business days of the intake interview.
    c. The contractor will attend local, regional, and statewide housing meetings, as applicable.
    d. Assist with the annual point in time (PIT) count.
    e. The contractor shall submit monthly reports to HHSA.
J. Submit detailed invoices and receipts of exact costs requesting payment to Mariposa County Health and Human Services Agency by the 15th of every month with the exception of the last invoice of the fiscal year being submitted no later than July 10.
K. Provide Mariposa County Health and Human Services Agency with a monthly report (see attached).
L. Present quarterly at the Mariposa Abuse Prevention Committee meeting on contract goals and participation rates

Mariposa County Health and Human Services will provide the following services to help support Alliance for Community Transformations, Connections Emergency Shelter:

A. Hold administrative team meetings to review and evaluate program performance, integrity and effectiveness.
B. Accept referrals from Alliance for Community Transformations, Connections Shelter, professionally and timely.
C. Pay appropriate invoices within thirty (30) days upon receipt.
D. Assist Connections in obtaining and providing appropriate documentation to meet program and fiscal requirements.

ATTACHMENT

Emergency Shelter Monthly Reporting

Age	Totals
0-15	
16-25	
26-59	
60+	
Decline to state	

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

Gender	Totals
Assigned at Birth	
Male	
Female	
Decline to State	
Current Gender Identity	
Male	
Female	
Transgender	
Queer	
Questioning or unsure	
Another Gender Identity	
Decline	
Sexual Orientation	**Totals**
Gay or Lesbian	
Hetero or Straight	
Bisexual	
Questioning or Unsure	
Queer	
Another Sexual Orientation	
Decline	

Veteran Status	Totals
Yes	
No	
Decline to State	

Language	Totals
English	
Spanish	
Unknown/other	

Ethnicity	Totals
Hispanic or Latino	
Caribbean	
Central American	
Mexican/Mexican-American	
Puerto Rican	
South American	
Non-Hispanic or Latino	
African	
Asian Indian/South Asian	
Cambodian	
Chinese	
Eastern European	
European	
Filipino	
Japanese	
Korean	
Middle Eastern	
Vietnamese	
Other	
Decline	
Unknown	
More than one Ethnicity	

Emergency Shelter Reporting	
Program Name:	Connections Emergency Shelter
Reporting Month:	

Captured Data	Totals
Daily Average	
Unduplicated Monthly Average	
Duplicated Monthly Average	
Number of People referred to Behavioral Health and Recovery Services	
Average Duration of Stay	
Unduplicated number that have ties to Mariposa County	
Monthly Animal Average	
How Many Individuals were Housed in the last month	
How many individuals were re-admitted within 30 days	
Number of disciplinary actions	

Report Nature of Disciplinary Actions

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

Clients	Date	Critical Disciplinary Actions Taken	Non-Critical Disciplinary Actions Taken

Housing Reporting Requirements

Housing Reporting	
Program Name	Housing Supportive Services: Connections Shelter
Reporting Month	

Data to Capture	Totals
Numbers of Intakes in reporting Period	
Number of VI-SPADT or assessment tools used to rank housing needs	
Number of cases managed for housing	
Number of people housed within the reporting period	
Number of people removed from housing within reporting period	

Connections Emergency Shelter Proposed Budget July 1, 2023 - June 30, 2024			Other Funding: HHAP, CDPH, PAS/HUD, CMSP, General Fund	Totals
Personnel Costs: *Staff provide 24 hour per day, year round services at Connections Emergency Shelter located in the town of Mariposa. Connections provides a safe environment for houseless individuals to focus on stability, access resources, and work towards self-sufficiency. Case management for residents of Connections includes assistance with housing, employment, health, meeting basic needs, and referrals to other services. Staff that are funded by other grants are listed here as well, in order to illustrate other current funding sources.*				
Personnel Narrative	Personnel Calculation			
Executive Director: oversees grant management, community partner relationships, and program direction; fills in for program director when needed (.05 FTE)	Average of $9,491.42 per month x 12 months x 5%	$ 5,695		
Program Director 5: oversees all staff, works with community partners, manages grants and daily operations at Connections (.8 FTE)	Average of $6,642.92 per month x 12 months x 80%	$ 63,772	$ 15,943	$ 79,715
Systems Specialist: supports on site systems, data entry & tracking at Connections (.13871 FTE)	Average of $27.52 per hour x 5.5484 hours per week x 52 weeks x 100%	$ 7,940		$ 7,940
Health Ambassador: provides outreach to houseless indiviudals, case management, client support, and relationship building with both youth and adult houseless individuals (1 FTE)			$ 32,425	$ 32,425
Program Specialist 6.1 (Lead): responsible for daily operations & case management, provides support to fellow staff when supervisor is not available (1 FTE)	Average of $23.03 per hour x 40 hours/week x 52 weeks x 100%	$ 47,902		$ 47,902
Program Specialist 32: responsible for daily operations of shelter and ongoing case management (1 FTE)	Average of $22.50 per hour x 40 hours/week x 52 weeks x 100%	$ 46,800		$ 46,800
Program Aide 7.1: supports daily operations at shelter on weekend evenings (.4 FTE)	Average of $17.79 per hour x 16 hours per week x 52 weeks x 100%	$ 14,801		$ 14,801
Program Aide 4: supports daily operations at shelter on weekday evenings (1 FTE)	Average of $18.89 per hour x 40 hours per week x 52 weeks x 100%	$ 39,291		$ 39,291
Program Aide 9: supports daily operations at shelter on weekend nights (.4 FTE)	Average of $17.79 per hour x 16 hours per week x 52 weeks x 100%	$ 14,801		$ 14,801
Program Aide 5.1: supports daily operations at shelter on weekday nights (1 FTE)	Average of $17.79 per hour x 40 hours per week x 52 weeks x 100%	$ 37,003		$ 37,003
Program Aide 3, Extra Help: fills in for staff during abscences at shelter	Average of $17.79 per hour x 8 hours per week x 52 weeks x 100%	$ 7,401		$ 7,401
Pet Advocate: supports daily operations at shelter specifically to assist residents with pets (1FTE)			$ 41,969	

Overtime: cost of hourly staff's overtime when necessary to ensure that the shelter is consistently staffed	Average rate of $30.59 per hour x 9.4299 hours of overtime per week x 52 weeks x 100%	$ 15,000		$ 15,000
Personnel subtotal		*$ 300,406*	*$ 90,337*	$ 390,743
Employee Benefits - 23% of staff time	$300,406 x 23%	$ 69,093	$ 20,778	$ 78,149
Personnel total		$ 369,499	$ 111,115	$ 468,892

Operating costs: Operating costs include all necessary costs to operate and maintain Connections Emergency Shelter. This includes Connections staff office, the main shelter space where residents sleep, outdoor space on the premesis, bathroom facilities and a new space that will provide an area for partner staff to meet with residents and for residents to eat food that is provided on site. Costs that are shared are noted by the percentage of that cost being chaged to this grant. Costs allocated to other funding sources are shown in the second from the right column.

Operating Narrative	Operating Calculation			
Accounting: Cost of outside accountant to ensure separation of duties and provide fiscal support.	$6,877 annually x 7.7% (proportion that this budget is of the entire agency budget)	$ 530		$ 530
Audit: Cost of annual audit by outside accounting firm and the completion/filing of 990.	$9,000 annually x 7.7% (proportion that this budget is of the entire agency budget)	$ 693		$ 693
Insurance: Cost of general liability, auto insurance, property insurance, director and officers insurance, fidelity bonds, etc.	$60,486 annually x 7.7% (proportion that this budget is of the entire agency budget)	$ 4,657	$ 3,250	$ 7,907
Fees: Live scan fees for new staff, shelter pest control services, and alarm company costs to ensure safety of the shelter. Other dollars are for veterinary costs associated with pet support program.	$180.83 per month x 12 months x 100%	$ 2,170	$ 15,000	$ 17,170
IT Services: Cost to maintain firewalls, servers, and other IT platforms needed for program work.	$17,692 annually x 7.7% (proportion that this budget is of the entire agency budget)	$ 1,362		$ 1,362
Interest: Interest for monthly vehicle loan payments.	$20 per month x 12 months x 100%	$ 240		$ 240
Training Fees/Supplies: Cost for staff training on truama informed skills, local resources, etc. These costs include items such as workbooks or class fees.	$250 annually x 100%	$ 250		$ 250
Office Supplies: Paper, pens, binders, files, notebooks and other neede doffice supplies for the office on site at the emergency shelter.	$116.67 per month x 12 months x 100%	$ 1,400	$ 405	$ 1,805
Food: Food for emergency shelter residents to have access to three meals per day on site.	$300 per month x 12 months x 100%	$ 3,600		$ 3,600
Printing/Copying: Cost for printer/copier lease.	$200 per month x 12 months x 100%	$ 2,400	$ 250	$ 2,650
Travel/Fleet Mileage: Mileage driven in emergency shelter vehicle to transport residents to services, pick up shelter supplies, etc.	1,297.71 miles annually x 65.5 cents/mile (IRS rate) x 100%	$ 850	$ 563	$ 1,413

Assistance to Clients: Items to meet basic needs for emergency shelter residents including coats, shoes, bus tickets, assistance with vital record procurement, etc.	$208.33 per month x 12 months x 100%	$ 2,500	$ 3,750	$ 6,250
Cleaning Fees: Monthly cleaning of the emergency shelter.	$325 per month x 12 months x 100%	$ 3,900		$ 3,900
Shelter Rent: Monthly emergency shelter rent.			$ 44,100	$ 44,100
Shelter Utilities: Monthly utility costs including trash removal, electricity, propane, etc.	$1,971.50 per month x 12 months x 100%	$ 23,658	$ 4,842	$ 28,500
Shelter Communications: Monthly phone/internet expenses for emergency shelter.	$183.33 per month x 12 months x 100%	$ 2,200	$ 1,000	$ 3,200
Shelter Supplies: Supplies needed for daily operation of emergency shelter including toilet paper, paper towels, bedding, laundry soap, hand soap, etc. Other dollars are for pet support costs.	$666.67 per month x 12 months x 100%	$ 8,000	$ 9,000	$ 17,000
Facility Repairs/Maintenance: Cost to repair and/or maintain emergency shelter in accordance with local health & safety standards. For example, minor unit repairs for sleeping areas, shower facilities, etc.	$4,000 annually x 100%	$ 4,000		$ 4,000
Computer Equipment/Software: Cost of monthly timesheet tracking service for Connections staff.	$62.50 per month x 12 months x 100%	$ 750		$ 750
Furniture: Furniture for new pallet shelter space that will provide a place for residents to eat & a private area for community partners to provide services.	($800 per table x 2 tables) + ($75 per chair x 12 chairs) x 100%	$ 2,500		$ 2,500
Major Equipment: Vehicle loan payments for emergency shelter vehicle.	$260 per month x 12 months x 100%	$ 3,120		$ 3,120
Major Equipment: Pallet shelter for commnuity meeting space and eating area for residents. This space will be available for partner staff.	$15,000 x 100%	$ 15,000		$ 15,000
Operating total		$ 83,780	$ 82,160	$ 165,940
Direct costs	Personnel + operating	$ 453,279	$ 193,275	$ 634,832
Indirect costs: Administrative costs including human resources, payroll, accounting, accounts payable/receiveable, benefit administration, agency databases, etc.	Total personnal & operating costs of $453,279 x 10%	$ 45,328	$ 34,229	$ 79,557
	Total requested funds:	**$ 498,607**		

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-362

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Ratify the Submittal of CalAIM PATH CITED (California Advancing and Innovation in Medi-Cal Providing Access and Transforming Health Capacity and Infrastructure Transition Expansion and Development) Grant Application to Expand CIE (Community Information Exchange) Integrations, for $384,004; and Authorize the Health and Human Services Agency Director to Accept the Funds, if Awarded

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RECOMMENDATION AND JUSTIFICATION

Ratify the Submittal of CalAIM PATH CITED (California Advancing and Innovation in Medi-Cal Providing Access and Transforming Health Capacity and Infrastructure Transition Expansion and Development) Grant Application to Expand CIE (Community Information Exchange) Integrations, for $384,004; and Authorize the Health and Human Services Agency Director to Accept the Funds, if Awarded.

Providing Access and Transforming Health (PATH) is a five-year, $1.85 billion initiative to build up the capacity and infrastructure of on-the-ground partners, such as community-based organizations (CBOs), public hospitals, county agencies, tribes, and others, to successfully participate in the Medi-Cal delivery system as California widely implements Enhanced Care Management and Community Supports and Justice Involved services under CalAIM. Drawing upon the success and lessons learned from the Whole Person Care and Health Homes Pilots, PATH funding will address the gaps in local organizational capacity and infrastructure that exist statewide, enabling these local partners to scale up the services they provide to Medi-Cal beneficiaries. With resources funded by PATH—such as additional staff, billing systems, and data exchange capabilities—community partners will successfully contract with managed care organizations, bringing their wealth of expertise in community needs to the Medi-Cal delivery system. As PATH funds serve to strengthen capacity statewide, particularly among providers and CBOs that have historically been under-resourced, the initiative will help California advance health equity, address social drivers of health, and move towards an equitable, coordinated, and accessible Medi-Cal system.

Mariposa County HHSA will implement a Community Information Exchange (CIE) software solution to allow for faster information sharing, referrals, and to support the System of Care approach. This will improve and enhance the collaborative response for all individuals regardless of where they enter the System. Of particular focus for this grant would be increasing collaboration with our healthcare system by acquiring data feeds on admissions, discharges, and transfers; assist inmates transitioning out of the correctional system with healthcare navigation; and connect the unhoused with housing navigation and deposit assistance. The Central California Alliance for Health, our Medi-Cal Managed Care Provider starting in 2024, as well as our providers of Enhanced Care Management (ECM) and CS will all be tied into the CIE. This will occur as our CIE expands in its second phase. It will improve the networking of

these partners with our Agency and our clients to increase the likelihood of a client receiving resources for which they are eligible, increase networking amongst the participating groups, and allow for better coordination of services.

The Mariposa Community Information Exchange (MCIE) project began in early 2023, and expected to have a soft launch by the end of June 2023. Current funds for Phase One of the implementation will allow for the initial integration of systems within HHSA, as well as a Resource Directory that will be extended to community partners. Phase Two will include system integrations with external partners such as Probation, Jail, Alliance for Community Transformations, and other additional partners depending on the amount of funding received from this grant.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On 6/7/2022 the Board of Supervisors approved RES-2022-333 ID# 13004, for the acceptance of $700,000 in funding from CCMU (Crisis Care Mobile Units) for the implementation of a CIE. These funds are being used to support a 3-year contract with the winning vendor of the CIE RFP, and include implementation costs, software costs, training costs, and user licenses.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board can choose to not apply for the CalAIM PATH CITED funding and HHSA will need to seek alternate funding sources for the expansion of a CIE at a later time.

FINANCIAL IMPACT

There is no impact to the County General Fund. Under the new CalAIM PATH CITED program, $384,004.47 in new funds will be received to fund the grant activities.

ATTACHMENTS

1. PATH CITED Mariposa HHSA Application 6-15-23

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

Application Detail

Application ID	889157
Submitted	May 31, 2023
Status	Awaiting review
Applicant(s)	April Hawley (ahawley@mariposacounty.org) 5362 Lemee Lane Mariposa, CA, 95338, US 2097420818 Andrew Carter (acarter@mariposacounty.org)
Program and cycle	CITED Application Round 2 Cycle 1 Round 2
Workflow and current workflow level	R2 Workflow Intial Review
Tags	No tags
Forms	CITED Application Round 2 (April Hawley)

April Hawley
ahawley@mariposacounty.org

Introduction Applicant Information

Introduction

Thank you for your interest in the Capacity and Infrastructure Transition, Expansion and Development (CITED) Initiative. Prior to beginning this application, please be sure to review the eligibility criteria, allowable uses for funds, impermissible uses for funds, and frequently asked questions available on the PATH CITED website. It is strongly recommended that all applicants review available documentation and/or attend an informational session or virtual office hours prior to beginning your application to ensure that your submitted funding request meets the minimum eligibility requirements.

To request CITED funding, eligible entities must complete this application in its entirety, submit all required attachments, and provide the necessary signatures.

Please Note: the CITED Application must be electronically signed by each applicant organization's authorized signatory to be considered complete.

For technical assistance with your application, please contact:

By Email: cited@ca-path.com

By Phone: (866) 529-7550

WHAT INFORMATION IS NEEDED AND REQUIRED TO COMPLETE THE APPLICATION?

The applications will collect the following information from Applicants, at a minimum:

- Relevant **experience** providing or supporting the delivery Enhanced Care Management (ECM) / Community Supports (or equivalent services prior to the start of CalAIM);
- **Funding request** and intended uses of CITED funds;
- Detailed **justification for why funds are needed** to support transition, expansion, development and delivery of and/or bolster capacity to support ECM and/or Community Supports services;
- Description of **approach to sustaining items/activities/staff** funded via CITED after CITED funding ends;
- **Projected milestones and deliverables** for the requested CITED funding (DHCS expects the Applicant to articulate thoughtful milestones that can be used to assess progress in implementing the activities described in the application);
- Description of how the Applicant intends to **coordinate with MCPs** to ensure alignment and avoid duplication of funding, including whether the applicant previously sought IPP funds for the request;
- Description of how funding request will align with CalAIM goals; and,
- Copy of at least one **executed contract** in the State of California for activities related to the provision of ECM/Community Supports or a **copy of a signed letter from an MCP** (including those entering the county starting in 2024) **or an MCP's authorized subcontractor or network provider, stating the strong intent to contract with the Applicant** in a timely manner for activities related to the provision of ECM/Community Supports. Applicants will be required to include this executed contract as an interim project milestone, as needed.

APPLICANT AND FUNDING REQUESTS SHOULD CONSIDER:

- Experience providing Enhanced Care Management (ECM) / Community Supports or equivalent services
- Intended uses of CITED funds and justification for why funds are needed
- How funding will align with:
    - Local MCP Incentive Payment Program Needs Assessments and Gap Filling Plans
    - Gaps in infrastructure identified through DHCS
    - Needs identified through regional Collaborative Planning & Implementation Groups
    - Other CalAIM goals
- Sustainability plan demonstrating how you will fund your program after CITED funding ends

Applicant Information

Organization Name *
Please enter the organization's full legal name

Mariposa County Health and Human Services

Organization Type *
Please select one option that best describes your organization

County, City, or Local Government Agency

Enter your Employer Identification Number (EIN) *

94-6000880

Organization street address *

5362 Lemee Lane

Organization city *

Mariposa

Organization state *

California

Organization zip code *

95338

Organization Website *

https://www.mariposacounty.org/182 and-Human-Services

Is this organization a nonprofit? *

No

How long has this organization be in operation in California? *

11 or more years

What is this organization's averag annual operating budget? Note: th information provided in this quest will not impact an applicant's ove score and is for informational purposes only. *

$10 million or more

Primary Contact

First Name *

Andrew

Last Name *

Carter

Title *

Senior Administrative Analyst

Phone number *

(209)742-0891

Email *

acarter@mariposacounty.org

Is this primary contact a third-par entity completing the application behalf of the organization? *

No

Is this primary contact the legal signatory? *

No

Legal Signatory

First Name *

Joe

Last Name *

Lynch

Title *

Agency Director

Phone number *

(209)966-2000

Email *

jlynch@mariposacounty.org

Is the legal signatory's address the same as the organization's address? *

Yes

Organization Funding Considerations

About Your Organization

CITED funding is intended to support Enhanced Care Management (ECM) / Community Supports providers or entities that demonstrate their intent to become ECM / Community Supports providers via signed attestation letters from at least one Managed Care Plan (MCP) or an MCP's authorized subcontractor or network provider.

Which of the following best fits your organization? *

Already contracted with at least one MCP (including new MCPs entering the county in 2024) or an MCP's authorized subcontractor or network provider for the provision of ECM and/or Community Supports

Please select the MCP(s) that the organization is actively exploring or intending to contract with to provide ECM/Community Supports *

Select all that apply

Anthem Blue Cross
California Health and Wellness Plan

Please select the document type for upload *
For an MCP or non-MCP contract, please upload the signature page(s) displaying your organization's name, the MCP or non-MCP entity name, and the date of the contract for each MCP or non-MCP you hold a contract with.

Existing contract with MCP

Upload contract or attestation

See California Health Wellness (Data Sharing) 2023 - Res. 2023-88-EXECUTED.pdf, Partnership Plan (A02) - Data Share 2023 - Res. 2022-723-EXECUTED.pdf

Does your organization directly deliver and/or plan to deliver Enhanced Care Management (ECM) services or support the delivery or administration of these services? *

Yes

Please indicate which Enhanced Care Management (ECM) population(s) of focus are currently served or will be served by your organization.

Adult populations of focus *
Select all that apply

Individuals and families experiencing homelessness
High utilizers
Adults with Serious Mental Illness (SMI) or Substance Use Disorder (SUD)
Individuals transitioning from incarceration

Children and youth populations of focus *
Select all that apply

Children experiencing homelessness
Children who are high utilizers
Children enrolled in California Children's Services (CCS) / CCS Whole Child Model (WCM) with additional needs beyond the CCS qualifying condition
Children involved in, or with a history of involvement in, child welfare (including foster care up to age 26)
Children transitioning from incarceration

Does your organization directly deliver and/or plan to deliver Community Supports services or support the delivery or administration of these services? *

Yes

Please indicate which Community Supports services are currently provided or will be provided. *
Select all that apply

Housing Transition Navigation Services
Housing Deposits
Housing Tenancy and Sustaining Services

Additional Funding Considerations

Applications and funding requests should consider (1) needs identified in local MCP Needs Assessment and Gap Filling Plans (developed as part of the Incentive Payment Program [IPP]), (2) needs identified in local homelessness plans (developed as part of the Housing and Homelessness Incentive Program), and (3) needs identified in the PATH collaborative planning initiative.

Applications should also include strategies to avoid duplication and supplantation1 of other funding sources (e.g., IPP or other federal, state, local funds) as well as services paid for by Medi-Cal. Applicants are encouraged to coordinate requirements with local MCPs (including those entering the county starting in 2024) or the authorized subcontractor or network provider that they contract with or strongly intend to contract with to provide ECM/Community Supports services. Applicants are strongly encouraged to seek IPP funding for their request from MCPs before seeking PATH funding from CITED.

Please indicate if your organization participated in the following programs.

Has your organization applied for or received Incentive Payment Program (IPP) funding through a Managed Care Plan (MCP)? *

No

Did your organization receive CITED funding in the previous CITED application round? *

No

Did your organization participate in the Whole Person Care (WPC) pilot? *

No

Is your organization a hub applying for CITED funds on behalf of providers or CBOs? *

No

Funding Request and Justification

Funding Request and Justification

Please identify the Counties in which your organization is providing/intends to provide ECM/Community Supports [Please check all that apply] *

Mariposa

Please enter the estimated percentage of the funding request that will be used in each county.

Alameda County percentage

No answer

Alpine County percentage

No answer

Amador County percentage

No answer

Butte County percentage

No answer

Marin County percentage

No answer

Mariposa County percentage

100

Mendocino County percentage

No answer

Merced County percentage

No answer

Modoc County percentage

No answer

San Mateo County percentage

No answer

Santa Barbara Coui percentage

No answer

Santa Clara County percentage

No answer

Santa Cruz County percentage

No answer

Calaveras County percentage

No answer

Colusa County percentage

No answer

Contra Costa County percentage

No answer

Del Norte County percentage

No answer

El Dorado County percentage

No answer

Fresno County percentage

No answer

Glenn County percentage

No answer

Humboldt County percentage

No answer

Imperial County percentage

No answer

Inyo County percentage

No answer

Kern County percentage

No answer

Kings County percentage

No answer

Lake County percentage

No answer

Lassen County percentage

No answer

Los Angeles County percentage

No answer

Mono County percentage

No answer

Monterey County percentage

No answer

Napa County percentage

No answer

Nevada County percentage

No answer

Orange County percentage

No answer

Placer County percentage

No answer

Plumas County percentage

No answer

Riverside County percentage

No answer

Sacramento County percentage

No answer

San Benito County percentage

No answer

San Bernardino County percentage

No answer

San Diego County percentage

No answer

San Francisco County percentage

No answer

San Joaquin County percentage

No answer

Shasta County perc

No answer

Sierra County perce

No answer

Siskiyou County pe

No answer

Solano County perc

No answer

Sonoma County pe

No answer

Stanislaus County percentage

No answer

Sutter County perce

No answer

Tehama County per

No answer

Trinity County Perc

No answer

Tulare County Perc

No answer

Tuolumne County percentage

No answer

Ventura County per

No answer

Yolo County percen

No answer

Yuba County percei

No answer

Total percentage *

100

Madera County percentage

No answer

San Luis Obispo County percentage

No answer

How many Medi-Cal beneficiaries does your organization currently provide ECM/Community Supports services for per year? *

3

How many Medi-Cal beneficiaries do you anticipate your organization will provide ECM/Community Supports services for per year with CITED funding support? *
For each year of funding include the number of beneficiaries you are planning to serve.

75

Does your organization serve individuals or families in rural communities? *

Yes

Please briefly describe the overall goals and vision for your project should you receive CITED funding. *
Maximum of 250 words

Mariposa County HHSA will implement a Community Information Exchange (CIE) software solution to allow for faster information sharing, referrals, and to support the System of Care approach. This will improve and enhance the collaborative response for all individuals regardless of where they enter the System. Of particular focus for this grant would be increasing collaboration with our healthcare system by acquiring data feeds on admissions, discharges, and transfers; assist inmates transitioning out of the correctional system with healthcare navigation; and connect the unhoused with housing navigation and deposit assistance. CITED funding will allow us to support implementation of our CIE in these settings.

Please describe how CITED funding would impact the services your organization provides to rural communities *
Maximum of 250 words

Mariposa County is rural, bordering on frontier. The CIE will allow our Agency and partners to coordinate services across the County. Given the travel times to distant parts of the County, the CIE will create efficiencies by coordinating service delivery across the programs. Developing a user portal will allow clients to conduct business without needing to travel.

Briefly describe why the request for CITED funding increases/enhances organizational impact to expand capacity and/or aid in delivering ECM and/or Community Supports. *
Maximum of 500 words

The Community Information Exchange (CIE), a software solution for information sharing and supporting the System of Care will, during the intake process identify resources that clients may be eligible for, including ECM and CS. The person conducting the intake will be prompted to inquire further about the need for these services. If the client is eligible, a referral can be generated and sent to the appropriate ECM or CS provider.

Describe how the CITED funding request will be utilized to support the delivery of ECM and/or Community Supports. *
Maximum of 500 words

Does your organization serve historically marginalized populations? *

Yes

Describe how your organization serves or plans to serve those historically marginalized or under-served. Please provide detail on the social determinants of health being addressed by the applicant organization for those populations served. *
Maximum of 250 words

As both a social services and behavioral health organization, we provided services to those who are unemployed/underemployed, unhoused, and with serious mental illness. We have implemented a broader System of Care model to provide wrap around services to our clients who have multiple challenges. The CIE will allow us to manage SDOH items such as housing, respite care, and nutrition.

CITED funding will be used to expand our current implementation of the CIE. The funding will allow us to purchase site licenses, integrate existing systems, training and onboarding of ECM and CS providers. It will also allow us to do data analysis on ECM and CS delivery.

Please describe how CITED funding will help your organization to close gaps in the delivery of Enhanced Care Management (ECM) and/or Community Supports. *
Maximum of 500 words

The Central California Alliance for Health, our Medi-Cal Managed Care Provider starting in 2024, as well as our providers of ECM and CS will all be tied into the CIE. This will occur as our CIE expands in its second phase. It will improve the networking of these partners with our Agency and our clients to increase the likelihood of a client receiving resources for which they are eligible, increase networking amongst the participating groups, and allow for better coordination of services.

How does your organization intend to ensure non-duplication or supplanting among other funding sources (local or federal funding)? *
Maximum of 500 words.

We will coordinate through our fiscal office to ensure that services that pull from funding from multiple sources are complementing rather than duplicative or supplanting. As an under resourced county, we braid funding sources to achieve the best possible outcomes for our residents.

Describe how your organization intends to coordinate with additional stakeholders (including MCPs) to ensure CITED alignment? *
Maximum of 500 words

Inherent in its design and implementation, the CIE will pull in stakeholders to allow for coordination of services. It will support our System of Care model for coordinated services and work to breakdown existing silos.

Please describe, in detail, your approach to sustaining approved activities after CITED funding ends. *
Maximum of 500 words

Our CIE implementation project is currently in progress and has been funded through grant resources. CITED funds will be used to expand our current implementation to involve additional programs, partners, CBOs, and health care providers and plans.
Ongoing use of the CIE will be addressed within the administrative costs of the various programs it supports including healthcare delivery systems, behavioral health, social services, and Probation. Each of these activities have funding sources that will allow for overhead and/or administrative costs; this software would fall in allowable costs in those programs. The cost of ongoing analysis of the data (both “meta-data”, how the CIE is being used, and data that is entered into the CIE), will also be covered by the allowable overhead costs of the programs it supports. While the program manager would continue to have some oversight of the CIE, it is intended in the outyears that analysis functions would be distributed amongst analysts within the respective programs.
We do not currently plan to charge a per user fee to access our CIE, however this is a common practice with other Community Information Exchanges that are currently operating in California. We will continue to seek grant funding opportunities that will allow us to offer as a free service for our community.

Does your funding request for CITED align with the DHCS Bold Goals? *

Yes

Please select the DHCS Bold Goals this request is aligned with *

Improve follow up for mental health and substance use disorder
Ensure all health plans exceed the 50th percentile for all children’s preventative care measures

Please describe how CITED funding would help to address Bold Goals. *
Maximum of 250 words

The Core Values of a CIE are Equity, Access, and Person-Centered. These values closely align with the Bold Goals and their focus on children's preventative care, behavioral health integration, and maternity care. Through our CIE project we will be able to centralize data so that we can identify gaps within our delivery systems. We can then focus efforts on how to correct these gaps and disparities in our community and support mental health through targeted interventions.

Does your organization participate in a PATH-funded Collaborative Planning and Implementation group? *

Yes

Participation Date: Click or tap to enter a start date. *

Mar 11, 2023

End date

No answer

Please select which group your organization participates with. *
Select all that apply

Gold Country Collaborative

Describe how this funding request was coordinated with other collaborative participants *
100 words maximum

We are not coordinating this request with other members of the Gold Country Collaborative, however we maintain situational awareness with them on CalAIM partnership opportunities.

If applicable, please describe how CITED funding would enable your organization to address needs identified through PATH Collaborative Planning groups, TA Marketplace, or other stakeholder engagement efforts related to the delivery of ECM/Community Supports. *
Maximum of 250 words. Type "N/A" if this does not apply.

N/A

Milestones

Milestones

As part of the application, you will be required to define interim and final milestones that align with your budget request. DHCS expects milestones to be articulated thoughtfully so that they can be used to assess progress in implementing the activities described in the application. **The total amount of your funding request should match the total amount requested in your milestones.**

Every CITED funding request listed in the budget section should be associated to a project Milestone. Each milestone may have several associated budget items. **Note: Funding will be disbursed when milestones are completed, please ensure that milestones are reasonable and align with your funding needs.**

Funding will be disbursed based on achievement of the milestones described here. When creating your milestones, please make sure they are reasonable, achievable within the timeframe proposed, and take into consideration when you need funding to be disbursed (for example: initially at startup versus at the completion of the activity).

If you are not yet contracted with an MCP (or other entity as described in CITED guidance) one milestone must be contract execution with MCP/other entity. Please review the CITED Guidance for further clarification. Please review the table below for a milestone example.

Milestone	Funding Amount(s)/Associated Budget Items	Start Date	End Date
Contract Execution with MCP	5% of requested amount or $5,000	8/1/2023	12/1/2023
Project Launch / Developing Infrastructure	Upfront funding for: Hire recruitment consultant ($5,000) Purchase IT billing system ($25,000) Hire IT consultants to support implementation ($20,000)	6/1/2023	1/1/2024

Please provide funding amounts per each milestone that your organization will use to measure progress towards goals outlined in CITED request. Awarded applicants are required to report on progress towards the milestones articulated in this section, at a minimum, every 3 months.

How many milestones do you need to add? *

Milestone 6

Milestone 1 *

Purchase additional user licenses for access to the Community Information Exchange

Milestone 1 total funding amount

$159,106.57 USD

Milestone 1 anticipated completion date *

Jul 1, 2023

Milestone 2 *

Connect the Community Information Exchange to the ADT (Admit, Discharge, Transfer) data feed from hospitals within our region.

Milestone 2 total funding amount.

$46,146.78 USD

Milestone 2 anticipated completion date *

Sep 15, 2023

Milestone 3 *

Begin data integration and data sharing with Mariposa County Probation Department

Milestone 3 total funding amount.

$43,507.89 USD

Milestone 3 anticipated completion date *

Aug 15, 2023

Milestone 4 *

Begin data integration and data sharing with The Alliance for Community Transformations (CBO)

Milestone 4 total funding amount.

$43,507.89 USD

Milestone 4 anticipated completion date *

Aug 15, 2023

Milestone 5 *

Setup and Maintain a Community Resource Directory

Milestone 5 total funding amount.

$48,227.45 USD

Milestone 5 anticipated completion date *

Jul 31, 2023

Milestone 6 *

Begin data integration and data sharing with Mariposa County Jail

Milestone 6 total funding amount.

$43,507.89 USD

Milestone 6 anticipated completion date *

Sep 29, 2023

Budget

Budget

For background information on this initiative, including the latest guidance regarding eligibility criteria, permissible uses of funds, application processes, and evaluation criteria, please visit the PATH CITED website (https://www.ca-path.com/cited). **It is strongly recommended that you attend, or review, PATH CITED informational sessions; attend office hours; and review all available guidance documentation prior to submitting your application.** If you have questions regarding this budget template, or the CITED initiative in general, please email cited@ca-path.com.

To create your budget, you must enter at least one activity and/or personnel request along with at least one accompanying milestone per quarter you are requesting funds. **In this CITED application, activity refers to any activity, task, or item for which you are requesting CITED funding.**

Please complete all fields. If any fields are left blank it will delay review of your application.

If you are requesting retroactive funding in your budget, please enter the historical retroactive start and end dates of the activity. For example, if your retroactive funding request was from 6/1/22 to 12/31/22, enter those dates in the start and end date and upload supporting documentation where required.

- Retroactive requests must be for activities completed between January 1, 2022 and the date of your application submission
- Retroactive requests must be aligned with CITED goals and only contain permissible items or activities
- Retroactive requests can only be for a 12-month period
- In the 'Description' box explain that you are entering a request for retroactive funding.

Please note: requests for retroactive funding must be accompanied by receipts, invoices, or other documentation for the historical investments. Appropriate documentation must be uploaded to this CITED application. DHCS reserves the right to deny retroactive funding requests or approve retroactive requests at a lesser amount than your entity is requesting.

To complete the CITED Budget, you will be asked to provide the following:

- Activity/Item name, description, and associated funding request information for each budget item
- Whether you will be utilizing outside vendors for the activities proposed (including documentation to support the request)
- Personnel requested
- Milestones with disbursement amounts based on the completion of activities proposed in your budget

Please select the allowable use categories for which you are requesting funds. Once selected, you will be prompted to complete the following information for each Allowable Use Category and each corresponding Purchase Category that applies.

Note: Administrative or “Indirect” costs are capped at 5% of total requested funds.

Please select the allowable use categories for which you are requesting funds.
Select all that apply

Modifying, purchasing and/or developing the necessary referral, billing, data reporting or other infrastructure and IT systems, to support integration into CalAIM
Personnel (Applicant internal staff only, please include vendors/contractors/consultants as line items in their appropriate allowable use category)

Will you be requesting funding for retroactive investments?

No

Budget 2

If this page is blank please click Next and proceed to the next page.

Modifying, Purchasing and/or Developing

Modifying, purchasing and/or developing the necessary referral, billing, data reporting or other infrastructure and IT systems, to support integration into CalAIM

Activity 1

Purchase category MPD1

Software including associated licenses

Which Milestone is this activity for? MPD1

Milestone 1

Activity/Item MPD1

Purchase user licenses

Description MPD1
Maximum of 250 words

User licenses for the Mariposa Community Information Exchange.

$150,000 for licenses
$2,333.90 salary + fringe benefits

Justification and relation to CITED goals MPD1
Maximum of 250 words

Will allow for the expansion of the Community Information Exchange to relevant partners.

Start date MPD1

Jul 5, 2023

End date MPD1

Jan 4, 2025

Will outside vendor be used? MPD1

Yes

Amount requested per activity/ite MPD1

$150,000.00 USD

Quantity of activity/items MPD1

1

Total amount requested MPD1

$150,000.00 USD

Upload documentation if available MPD1
Documents may include but are not limit vendor documentation or retroactive rec and invoices.

No file uploaded

Activity 2

Purchase category MPD2

Implementation Support

Which Milestone is this activity for? MPD2

Justification and relation to CITED goals MPD2
Maximum of 250 words

ADT feeds will provide timely information on patient disposition.

Start date MPD2

Amount requested per activity/ite MPD2

$15,000.00 USD

Quantity of activity/items MPD2

2

Milestone 2

Activity/Item MPD2

ADT data fee integration into Community Information Exchange

Description MPD2
Maximum of 250 words

Set up two data feeds from regional hospitals to provide ADT (Admission, Discharge, Transfer) information to care coordination teams.

$15,000 for ADT integrations
$4,583.10 for salary + fringe benefits

Jul 5, 2023

End date MPD2

Sep 1, 2023

Will outside vendor be used? MPD2

Yes

Total amount requested MPD2

$30,000.00 USD

Upload documentation if available MPD2
Documents may include but are not limit vendor documentation or retroactive rec and invoices.

No file uploaded

Activity 3

Purchase category MPD3

Implementation Support

Which Milestone is this activity for? MPD3

Milestone 3

Activity/Item MPD3

Data Integration and data sharing with Mariposa County Probation

Description MPD3
Maximum of 250 words

Allow data transfer between Probation databases and the Mariposa Community Information Exchange.

$15,000 for integration
$4,583.10 for salary + fringe benefits

Justification and relation to CITED goals MPD3
Maximum of 250 words

Better coordination of services between probation office and partner organizations, by providing an exchange of information between systems.

Start date MPD3

Jul 14, 2023

End date MPD3

Aug 15, 2023

Will outside vendor be used? MPD3

Yes

Amount requested per activity/ite MPD3

$15,000.00 USD

Quantity of activity/items MPD3

1

Total amount requested MPD3

$15,000.00 USD

Upload documentation if available MPD3
Documents may include but are not limit vendor documentation or retroactive rec and invoices.

No file uploaded

Activity 4

Purchase Category MPD4

Implementation Support

Which Milestone is this activity for? MPD4

Milestone 3

Activity/Item MPD4

Justification and relation to CITED goals MPD4
Maximum of 250 words

Training new users to the Community Information Exchange so that they will know what their role is, and how to find information on their patients and clients so that we can provide better care and interventions to promote better health outcomes.

Amount requested per activity MF

$0.00 USD

Quantity of activity/items MPD4

1

Total amount requested MPD4

$0.00 USD

User Training

Description MPD4
Maximum of 250 words

Mariposa County Health and Human Services staff will train new users to the Mariposa Community Information Exchange, so that they can understand they role and how to navigate information that they previously didn't have access to.

$3713.26 salary + fringe benefits

Start date MPD4

Jul 14, 2023

End date MPD4

Aug 15, 2023

Will outside vendor be used? MPD4

No

Upload documentation if available MPD4
Documents may include but are not limit vendor documentation or retroactive rec and invoices.

No file uploaded

Budget 3

If this page is blank please click Next and proceed to the next page.

Modifying, Purchasing and/or Developing Cont.

Activity 5

Purchase Category MPD5

Implementation Support

Which Milestone is this activity for? MPD5

Milestone 4

Activity/Item MPD5

Data Integration and data sharing with the Alliance for Community Transformations

Description MPD5
Maximum of 250 words

Allow data transfer between the Alliance for Community Transformation databases and the Mariposa Community Information Exchange.

$15,000 integration
$4,583.10 salary + fringe benefits

Justification and relation to CITED goals MPD5
Maximum of 250 words

Better coordination of services between the Alliance and partner organizations, by providing an exchange of information between systems.

Start date MPD5

Aug 15, 2023

End date MPD5

Sep 15, 2023

Will outside vendor be used? MPD5

Yes

Amount requested per activity/ite MPD5

$15,000.00 USD

Quantity of activity/items MPD5

1

Total amount requested MPD5

$15,000.00 USD

Upload documentation if available MPD5
Documents may include but are not limit vendor documentation or retroactive rec and invoices.

No file uploaded

Activity 6

Purchase category MPD6

Implementation Support

Which Milestone is this activity for? MPD6

Milestone 4

Activity/Item MPD6

User Training

Description MPD6
Maximum of 250 words

Mariposa County Health and Human Services staff will train new users to the Mariposa Community Information Exchange, so that they can understand they role and how to navigate information that they previously didn't have access to.

$3,713.26 salary + fringe benefits

Justification and relation to CITED goals MPD6
Maximum of 250 words

Training new users to the Community Information Exchange so that they will know what their role is, and how to find information on their patients and clients so that we can provide better care and interventions to promote better health outcomes.

Start date MPD6

Aug 15, 2023

End date MPD6

Sep 15, 2023

Will outside vendor be used? MPD6

No

Amount requested per activity/ite MPD6

$0.00 USD

Quantity of activity/items MPD6

1

Total amount requested MPD6

$0.00 USD

Upload documentation if available MPD6
Documents may include but are not limit vendor documentation or retroactive rec and invoices.

No file uploaded

Activity 7

Purchase category MPD7

Implementation Support

Which Milestone is this activity for? MPD7

Milestone 5

Activity/Item MPD7

Setup and Maintain a Community Resource Directory

Description MPD7
Maximum of 250 words

An integral component of the Mariposa Community Information Exchange is the integrated Resource Directory which will allow for a Closed Loop and even Extended Loop Referral Directory. The management of this Resource Directory will involve the setup of each service provider in our county and will include organization specific referral information to be incorporated into each profile. Each partner organization will then each need User Licenses (Activity1/MPD1) to use the Directory at full capability.

Justification and relation to CITED goals MPD7
Maximum of 250 words

No answer

Start date MPD7

Jun 15, 2023

End date MPD7

Aug 15, 2023

Will outside vendor be used? MPD7

No

Quantity of activity/items MPD7

1

Amount requested per activity/ite MPD7

$0.00 USD

Total amount requested MPD7

$0.00 USD

Upload documentation if available MPD7
Documents may include but are not limit vendor documentation or retroactive rec and invoices.

No file uploaded

$14,767.01 salary + fringe benefits

Activity 8

Purchase category MPD8

Implementation Support

Which Milestone is this activity for? MPD8

Milestone 6

Activity/Item MPD8

Data Integration and data sharing with Mariposa County Jail

Description MPD8
Maximum of 250 words

Allow data transfer between Jail databases and the Mariposa Community Information Exchange.

$15,000 integration
$4,583.10 salary + fringe benefits

Justification and relation to CITED goals MPD8
Maximum of 250 words

Better coordination of services between the Mariposa County Jail and partner organizations, by providing an exchange of information between systems.

Start date MPD8

Jul 31, 2023

End date MPD8

Aug 31, 2023

Will outside vendor be used? MPD8

Yes

Amount requested per activity/ite MPD8

$15,000.00 USD

Quantity of activity/items MPD8

1

Total amount requested MPD8

$15,000.00 USD

Upload documentation if available MPD8
Documents may include but are not limit vendor documentation or retroactive rec and invoices.

No file uploaded

Activity 9

Purchase category MPD9

Implementation Support

Which Milestone is this activity for? MPD9

Milestone 6

Activity/Item MPD9

User Training

Description MPD9
Maximum of 250 words

Mariposa County Health and Human Services staff will train new users to the Mariposa Community Information Exchange, so that they can understand they role and how to navigate information that they previously didn't have access to.

$3,713.26 salary + fringe benefits

Justification and relation to CITED goals MPD9
Maximum of 250 words

Training new users to the Community Information Exchange so that they will know what their role is, and how to find information on their patients and clients so that we can provide better care and interventions to promote better health outcomes.

Start date MPD9

Jul 31, 2023

End date MPD9

Aug 31, 2023

Will outside vendor be used? MPD9

No

Amount requested per activity/ite MPD9

$0.00 USD

Quantity of activity/items MPD9

1

Total amount requested MPD9

$0.00 USD

Upload documentation if available MPD9
Documents may include but are not limit vendor documentation or retroactive rec and invoices.

No file uploaded

Activity 10

Purchase category MPD10

No answer

Which Milestone is this activity for? MPD10

No answer

Activity/Item MPD10

No answer

Description MPD10
Maximum of 250 words

No answer

Justification and relation to CITED goals MPD10
Maximum of 250 words

No answer

Start date MPD10

No answer

End date MPD10

No answer

Will outside vendor be used? MPD10

No answer

Amount requested per activity/ite MPD10

No answer

Quantity of activity/items MPD10

No answer

Total amount requested MPD10

No answer

Upload documentation if available MPD10
Documents may include but are not limit vendor documentation or retroactive rec and invoices.

No file uploaded

Budget 4

If this page is blank please click Next and proceed to the next page.

Budget 5

If this page is blank please click Next and proceed to the next page.

Budget 6

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Budget 7

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Budget 8

If this page is blank please click Next and proceed to the next page.

Personnel

Please enter all personnel you are requesting CITED funding for. The personnel section is intended for Applicant internal staff only, please include vendors, contractors, and/or consultants

as line items in the appropriate allowable use category above.

Activity 1

Associated Purchase Category 1

Modifying, purchasing and/or developing the necessary referral, billing, data reporting or other infrastructure and IT systems, to support integration into CalAIM.

Which Milestone is this activity for? 1

No answer

Existing or New Hire 1

Existing Staff

Position Type 1

Senior Administrative Analyst

Number of FTE(s) 1

0.25

Number of months funding is requested 1

18

Annual Salary 1

$92,564.16 USD

Start date 1

Jun 30, 2023

End date 1

Dec 31, 2024

Total Amount Requested 1

$47,888.10 USD

Fringe Rate 1

0.38

Fringe Cost 1

$13,176.54 USD

Justification and relation to ECM/Community Supports 1
Maximum of 500 words

This position is currently funded thro other grant sources and will continue be funded once this project is compl

Description 1
Maximum of 250 words

This position will act as the Project Manager for all Milestones in this gra

Upload documentation if available
Documents may include but are not limit vendor documentation or retroactive rec and invoices.

No file uploaded

Activity 2

Associated Purchase Category 2

Modifying, purchasing and/or developing the necessary referral, billing, data reporting or other infrastructure and IT systems, to support integration into CalAIM.

Which Milestone is this activity for? 2

No answer

Existing or New Hire 2

Existing Staff

Position Type 2

Administrative Analyst

Number of FTE(s) 2

0.25

Number of months funding is requested 2

18

Annual Salary 2

$78,093.60 USD

Start date 2

Jun 30, 2023

End date 2

Dec 31, 2024

Total amount requested 2

$41,380.70 USD

Fringe Rate 2

0.41

Fringe Cost 2

$12,095.60 USD

Justification and relation to ECM/Community Supports 2
Maximum of 500 words

This position is currently funded thro other grant sources and will continue be funded once this project is compl

Description 2
Maximum of 250 words

This position will act as the Assistan Project Manager for all Milestones ir grant.

Upload documentation if available
Documents may include but are not limit vendor documentation or retroactive rec and invoices.

No file uploaded

Activity 3

Associated Purchase Category 3

Modifying, purchasing and/or developing the necessary referral, billing, data reporting or other infrastructure and IT systems, to support integration into CalAIM.

Which Milestone is this activity for? 3

No answer

Existing or New Hire 3

Existing Staff

Position Type 3

Social Worker I

Number of FTE(s) 3

0.25

Number of months funding is requested 3

18

Annual Salary 3

$66,166.92 USD

Start date 3

Jun 30, 2023

End date 3

Dec 31, 2024

Total amount requested 3

$35,866.35 USD

Fringe Rate 3

0.39

Fringe Cost 3

$11,053.76 USD

Justification and relation to ECM/Community Supports 3
Maximum of 250 words

This position is currently funded mai through state funding related to soci work.

Description 3
Maximum of 250 words

This position will be responsible for t setup and management of the Community Information Exchange Resource Directory.

Upload documentation if available
Documents may include but are not limit vendor documentation or retroactive rec and invoices.

No file uploaded

Activity 4

Associated Purchase Category 4

Modifying, purchasing and/or developing the necessary referral, billing, data reporting or other infrastructure and IT systems, to support integration into CalAIM.

Which Milestone is this activity for? 4

No answer

Existing or New Hire 4

Existing Staff

Position Type 4

Fiscal Analyst

Number of FTE(s) 4

0.1

Number of months funding is requested 4

18

Annual Salary 4

$97,194.24 USD

Start date 4

Jun 30, 2023

End date 4

Dec 31, 2024

Total Amount Requested 4

$18,928.35 USD

Fringe Rate 4

0.3

Fringe Cost 4

$4,349.21 USD

Justification and relation to ECM/Community Supports 4
Maximum of 250 words

This position is currently funded thro other grant sources and will continue be funded once this project is compl

Description 4
Maximum of 250 words

This position will be responsible for managing grant funding and fiscal support for activities relating to the Community Information Exchange.

Upload documentation if available

Documents may include but are not limit vendor documentation or retroactive rec and invoices.

No file uploaded

Activity 5

Associated Purchase Category 5

Modifying, purchasing and/or developing the necessary referral, billing, data reporting or other infrastructure and IT systems, to support integration into CalAIM.

Which Milestone is this activity for? 5

No answer

Existing or New Hire 5

Existing Staff

Position Type 5

Public Information Officer

Number of FTE(s) 5

0.1

Number of months funding is requested 5

18

Annual Salary 5

$60,286.68 USD

Start date 5

Jun 30, 2023

End date 5

Dec 31, 2024

Total amount requested 5

$14,940.97 USD

Fringe Rate 5

No answer

Personnel Fringe Cost 5

$5,897.97 USD

Justification and relation to ECM/Community Supports 5
Maximum of 250 words

This position is currently funded thro other grant sources and will continue be funded once this project is compl

Description 5
Maximum of 250 words

This position will assist with outreach training, and will oversee Resource Directory referrals.

Upload documentation if available
Documents may include but are not limit vendor documentation or retroactive rec and invoices.

No file uploaded

Budget 9

Personnel Cont.

Activity 6

Associated Purchase Category 6

No answer

Which Milestone is this activity for? 6

No answer

Existing or New Hire 6

Number of FTE(s) 6

No answer

Number of months funding is requested 6

No answer

Annual Salary 6

Fringe Rate 6

No answer

Fringe Cost 6

No answer

Justification and relation to ECM/Community Supports 6
Maximum of 250 words

No answer

Position Type 6

No answer

No answer

Start date 6

No answer

End date 6

No answer

Total amount requested 6

No answer

No answer

Description 6
Maximum of 250 words

No answer

Upload documentation if available
Documents may include but are not limit vendor documentation or retroactive rec and invoices.

No file uploaded

Activity 7

Associated Purchase Category 7

No answer

Which Milestone is this activity for? 7

No answer

Existing or New Hire 7

No answer

Position Type 7

No answer

Number of FTE(s)) 7

No answer

Number of months funding is requested 7

No answer

Annual Salary 7

No answer

Start date 7

No answer

End date 7

No answer

Total amount requested 7

No answer

Fringe Rate 7
Enter value in decimal form

No answer

Fringe Cost 7

No answer

Justification and relation to ECM/Community Supports 7
Maximum of 250 words

No answer

Description 7
Maximum of 250 words

No answer

Upload documentation if available
Documents may include but are not limit vendor documentation or retroactive rec and invoices.

No file uploaded

Activity 8

Associated Purchase Category 8

No answer

Which Milestone is this activity for? 8

No answer

Existing or New Hire 8

No answer

Position Type 8

No answer

Number of FTE(s)) 8

No answer

Number of months funding is requested 8

No answer

Annual Salary 8

No answer

Start date 8

No answer

Fringe Rate 8

No answer

Fringe Cost 8

No answer

Justification and relation to ECM/Community Supports 8
Maximum of 250 words

No answer

Description 8
Maximum of 250 words

End date 8

No answer

Total amount requested 8

No answer

No answer

Upload documentation if available
Documents may include but are not limit vendor documentation or retroactive rec and invoices.

No file uploaded

Activity 9

Associated Purchase Category 9

No answer

Which Milestone is this activity for? 9

No answer

Existing or New Hire 9

No answer

Position Type 9

No answer

Number of FTE(s) 9

No answer

Number of months funding is requested 9

No answer

Annual Salary 9

No answer

Start date 9

No answer

End date 9

No answer

Total amount requested 9

No answer

Fringe Rate 9

No answer

Personnel Fringe Cost 9

No answer

Justification and relation to ECM/Community Supports 9
Maximum of 250 words

No answer

Description 9
Maximum of 250 words

No answer

Upload documentation if available
Documents may include but are not limit vendor documentation or retroactive rec and invoices.

No file uploaded

Activity 10

Associated Purchase Category 10

No answer

Which Milestone is this activity for? 10

No answer

Existing or New Hire 10

No answer

Position Type 10

No answer

Number of FTE(s) 10

No answer

Number of months funding is requested 10

No answer

Annual Salary 10

No answer

Start date 10

No answer

End date 10

No answer

Total amount requested 10

Fringe Rate 10

No answer

Personnel Fringe Cost 10

No answer

Description 10
Maximum of 250 words

No answer

Justification and relation to ECM/Community Supports 10
Maximum of 250 words

No answer

Upload documentation if available
Documents may include but are not limit vendor documentation or retroactive rec and invoices.

No answer	No file uploaded

Total

Total Amount Requested: Increasing Provider Workforce

$0.00 USD

Total Amount Requested: Providing upfront funding needed to support capacity and infrastructure necessary to deliver ECM and Community Supports services

$0.00 USD

Toal Amount Requested: Developing a plan to conduct outreach to populations who have traditionally been under-resourced and/or underserved to engage them in care.

$0.00 USD

Milestone amount and Total budget activity amount must be equal. These amounts should be the amount of funding you are requesting. If these amounts do not match, or do not represent the amount of funds you are requesting, pleae return to the Milestone page or Budget pages to correct your amounts.

Milestones total amount requested

$384,004.47 USD

Total Amount Requested: Modifying, purchasing and/or developing the necessary referral, billing, data reporting or other infrastructure and IT systems, to support integration into CalAIM.

$225,000.00 USD

Total Amount Requested: Evaluating and monitoring ECM and Community Supports service capacity to assess gaps and identifying strategies to address gaps.

$0.00 USD

Total Amount Requested: Personnel

$159,004.47 USD

Total amount from all budget activities

$384,004.47 USD

Attestations

Attestations

As an authorized representative of the Applicant, the Applicant attests as follows and agrees to the following conditions:

- The funding received through the CITED initiative will not duplicate or supplant4 reimbursement received through other programs/initiatives (e.g., the Incentive Payment Program).
- The funding received through the CITED initiative will not duplicate or supplant5 reimbursement or activities covered under Medi-Cal.
- Funding received for the CITED initiative will only be spent on allowable uses as stated above, or that the Applicant has received express DHCS approval for.

- Funding received for the CITED initiative will not be spent on unallowable uses as stated (add an attachment below or in the terms and conditions for them to sign).
- Failure to comply will result in termination of CITED funding
- The Applicant will submit progress reports on CITED funding in a manner and on a timeframe specified by the TPA and/or DHCS.
- The Applicant will respond to general inquiries from the TPA and/or DHCS pertaining to the Collaborative Planning and Implementation initiative within one business day of receipt, and provide requested information within five business days, unless an alternate timeline is approved or determined necessary by the TPA and/or DHCS.
- The Applicant understands that the TPA and/or DHCS may suspend or terminate CITED funding if a corrective action has been imposed and persistent poor performance continues. Should funding be terminated, the TPA and/or DHCS shall provide notice to the Applicant and request a close-out plan due to DHCS within 30 calendar days, unless significant harm to members will occur, in which case the TPA and/or DHCS may request a close-out plan within 10 business days.
- The Applicant will alert DHCS if circumstances prevent it from carrying out activities described in the program application. In such cases, the Applicant may be required to return unused funds to DHCS contingent upon the circumstances.

As the authorized representative of the Applicant, I attest that all information provided in this application is true and accurate to the best of my knowledge.

First and last name *

Joe Lynch

Title *

Agency Director

Date *

May 31, 2023


Signed by on May 31, 2023

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-363

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve First Amendment to Agreement with Transformations Increasing the Amount by $17,000 for a New Amount Not to Exceed $287,537; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to Agreement with Transformations Increasing the Amount by $17,000 for a New Amount Not to Exceed $287,537; and Authorize the Board of Supervisors Chair to Sign the Amendment

Transformations provides mental health triage response for individuals in the hospital, the jail and in the field when the Sheriff's department requests a triage worker to respond with them. The triage worker determines if a community member qualifies for a psychiatric assessment or whether there are resources from family members, a friend or other community individuals that can provide support so the individual can remain in his/her home.

Assigned staff of Transformations have a basic knowledge of individual and group behavior; current issues in the field of mental health; principles of interviewing and problem solving methodology; basic principles and techniques of interviewing and recording crisis notes and 5150 assessment and hospitalizations; laws, basic principles involved in the nature, growth and development of personality; knowledge of public and private community resources. During the term of this agreement, the required service level has proven to be greater than anticipated and resulted in the request for additional funding for this agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the original agreement on July 22, 2022 through Resolution No. 2022-441.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this Amendment is not approved, the Department may be unable to adequately serve mental health crisis needs and comply with state mandates for mental health crisis services for county residents. Non-compliance may jeopardize all or part of future funding.

FINANCIAL IMPACT

There is no impact on the County General Fund.

ATTACHMENTS

1. **First Amendment - Transformations Crisis Response Agreement 2023**
2. **Transformation Crisis Response**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

FIRST AMENDMENT TO AGREEMENT FOR CRISIS RESPONSE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR CRISIS RESPONSE SERVICES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Transformations, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated July 26, 2022, wherein Contractor agreed to provide crisis response services; and

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

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

1. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $17,000 will be added to the original amount of $270,537, making the total compensation paid to Contractor the not to exceed amount of $287,537.

Except as herein amended, the Agreement dated July 26, 2022 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 June 30, 2023. The parties shall treat the Agreement as if it had been in full force and effect continuously since June 30, 2023, 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
_____	_____
Miles Menetrey, Chair Board of Supervisors	Christine Doss, Owner Transformations
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-441

MEETING: July 26, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Agreement with Transformations to Provide MH Triage Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Transformations to provide Mental Health Triage Services in an amount not to exceed $270,537; and authorize the Board of Supervisors Chair to sign the Agreement.

Transformations will provide mental health triage response for individuals in the hospital, the jail and in the field when the Sheriff's department requests a triage worker to respond with them. The triage worker will determine if a community member qualifies for a psychiatric assessment or whether there are resources from family members, a friend or other community individuals that can provide support so the individual can remain in his/her home.

Assigned staff of Transformations will have a basic knowledge of individual and group behavior; current issues in the field of mental health; principles of interviewing and problem solving methodology; basic principles and techniques of interviewing and recording crisis notes and 5150 assessment and hospitalizations; laws, basic principles involved in the nature, growth and development of personality; knowledge of public and private community resources.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors does not have a prior history with Transformations for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Agreement is not approved, the Department may be unable to adequately serve mental health crisis needs and comply with state mandates for mental health crisis services to county residents. Non-compliance may jeopardize all or part of future funding.

FINANCIAL IMPACT:
The costs for this contract will be paid within the Mental Health budget unit. Contract costs will be partially offset by Medi-Cal revenue claimed for services performed. Any remaining costs of this agreement will be funded with Realignment revenue. There is no impact to the County General Fund.

REF ID# 13190

ATTACHMENTS:
Transformations Crisis Response Agreement 2023(PDF)
Exh A and B - Transformations Crisis Response 2023v2 - July 13 2022 (PDF)

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

AGREEMENT FOR CRISIS RESPONSE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 26th day of July, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Transformations ("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 perform crisis response services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $270,537 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $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 with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful 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:
Transformations
35686 Hwy 41 Suite C
Coarsegold, CA 93614

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

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

7835912D2DD
Rosemarie Smallcombe
ZorroSign

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

7835912D2F1
Christine Doss
ZorroSign

Christine Doss, Owner
Transformations

COUNTERSIGNED:
(Government Code §25103)

7835912D2E7
ZorroSign

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

7835912D2D3
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

I. Introduction:

The purpose of this attachment is to:

1. Provide a description of services to be provided for Mariposa County Health and Human Services Agency (HHSA) by independent contractors (also referred to as contractor in this attachment) who are chosen to provide triage services on behalf of the County.
2. Clarify contract provider responsibility.

II. Description of Services:

1. The contractor will provide triage response for individuals in the hospital, the jail, and in the field when the sheriff's department requests a triage worker to respond with them to determine if a community member qualifies for a 5150 assessment or an assessment of whether there are resources from family members, a friend or other community individuals that can provide support so the individual can remain in his/her home.
2. The triage worker will have a basic knowledge of individual and group behavior; current issues in the field of mental health; principles of interviewing and problem-solving methodology; basic principles and techniques of interviewing and recording crisis notes and 5150 assessment and hospitalizations; laws, basic principles involved in the nature, growth and development of personality; knowledge of public and private community resources.

III. Contract Provider Responsibility

1. Contract
2. Contractor will be responsible to communicate with others in person and over the telephone; analyze data, interpret directions, procedures, and regulations, and develop appropriate responses; act effectively in stressful situations in the performance of the contract responsibilities; respond appropriately to all situations; maintain confidential information in accordance with legal standards; establish and maintain effective working relationships with agency staff, clients, community members and outside organizations; communicate effectively, both orally and in writing; have access to and security for all electronic and written documentation.
3. Contractor shall have knowledge and processes for safety planning for clients who are not eligible for 5150.
4. Contractor shall have knowledge and processes in place for clients who no longer require a 5150 hold and how to rescind a 5150 with the appropriate licensed staff oversight for each of these.
5. The contractor is expected to review the electronic health record of every person presenting in a crisis situation. The contractor will review current diagnosis, history of

symptoms and/or hospitalizations and, when and if possible, coordinate with the clinician and medical provider of record.

2. Contractor will provide proof of training in:
    a. 5150 evaluations, laws and processes;
    b. Prison Rape Elimination Act (PREA);
    c. Jail based services and field response;
    d. Cultural Competency;
    e. Compliance and fraud reduction;
    d. On an as needed basis, as deemed necessary, by the department to remain on top of critical issues as they arise.
    f. In the use of the electronic record keeping system and will be expected to document all client interactions in that system.
    g. If a case has not been opened in the electronic record keeping system, contractor will be instructed how to enter enough information to open a case so all interactions can be documented. Contractor will be expected to open up cases on all clients that he/she sees.
    i. When contractor is on call, he/she is expected to be available to the following agencies for a response: HHSA, after-hours call line, the hospital, the jail and to the sheriff when required to respond.
        i. Contractor will have **15 minutes** to respond by phone to the requesting agency.
        ii. When the call involves responding in the field, to the hospital or jail the contractor will have **1 hour** to respond in person.
        i. When the sheriff's department is needing a triage worker to go with them and respond in the field, contractor will coordinate with the sheriff to meet him/her and respond in a timely manner or to make arrangements to meet the sheriff in the field. Contractor is not expected to respond in the field on their own, so coordination with a sheriff is crucial.
        iii. Every client will receive an appropriate risk screening.
        iv. Every call and its disposition is to be communicated to the BH county team through the "End of Day" email by 8am the next morning and documented in the EHR. .
    k. If the contractor is notified of a suicide or homicide, they are to immediately inform the Deputy Director of Behavioral Health of the situation.
    l. For Full Service Partnership (FSP) clients the contractor will assign a contact upon request for continuity of care during afterhours to provide interventions for the prevention of crisis and hospitalization. All FSP client afterhours requests will meet the provider prior to intervention.

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

IV. HIPAA Compliance

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

Exhibit B
COST PROPOSAL

A. Personnel. Staffing for the After-hours program will consist of a Director, After Hours Coordinator and 4 After Hours Crisis workers to support the after-hours needs for Mariposa County Behavioral Health. The after-hours staff will provide crisis evaluations, crisis support, de-escalation and stabilization. Every effort will be made to divert from acute psychiatric placement. The after-hours coordinator will provide support and guidance to the field crisis worker. The director will ensure proper staffing for the crisis team and support the after-hours coordinator and back up when the coordinator is off duty or on vacation.

Name/Position	**Computation**	**Cost**
Director	$3000 x 12 months	$36,000
After Hours Coordinator	$5,000 X 12 months	$60,000
After Hours Crisis Worker (4)	$2300 X 52 weeks	$119,600

TOTAL __$215,600_

B. Fringe Benefits.

Name/Position	**Computation**	**Cost**
Director		
Employer's FICA	$36,000 X 7.65%	$2754.00
Worker's Compensation	$36,000 X 1.56%	$561.60
Ca Tax (UI & ETT)	$36,000 X 3.5%	$1260.00
After Hours Coordinator		
Employer's FICA	$60,000 X 7.65%	$4590.00
Worker's Compensation	$60,000 X 1.56%	$936.00
Ca Tax (UI & ETT)	$60,000 X 3.5%	$2100.00
After Hours Crisis Worker (4)		
Employer's FICA	$119,600 X 7.65%	$9149.40
Worker's Compensation	$119,600 X 1.56%	$1865.76
Ca Tax (UI & ETT)	$119,600 X 3.5%	$4186.00

TOTAL	**__$27,402.76_____**
Total Personnel & Fringe Benefits	**_____$243,002.76____**

C. Training. Itemize estimated training expenses of personnel by director and/or coordinator (e.g., mandatory staff training and field shadowing, etc.). Trainings provided will cost $200 plus personnel costs. Each staff will get paid $25 per hour for mandatory trainings. For the entire year the estimated number of staff and costs are below for personnel costs, in addition to the training costs. Training for up to 8 staff at $25 per hour for approximately 22 hours equals $4400. Computation example, 2 staff receive 2 hours of training. The cost would be 2 X $25 X 2hr = $100 plus $200 training fee. Total training costs $300. Every effort will be made to offer trainings for all staff at one time in an effort to keep training costs reasonable. There are no training fees associated with field shadowing, that is covered under salaries.

Training Topics	Location	Item	Computation	Cost
Columbia Suicide Rating Scale		TBD	2 hr 2 X $25 X 8	$400
Protocol Training		TBD	2 hr 2 X $25 X 8	$400
Shadowing		Field	10 hr 10 X $25 X 8	$2000
Cultural Competence Training		TBD	2 hr 2 X $25 X 8	$400
Compliance Training		TBD	2 hr 2X $25 X 8	$400
EHR Training		TBD	2 hr 2 X 25 X 8	$400
Documentation Training		TBD	2 hr 2 X $25 X 8	$400

Personnel Initial Training $4400.00

Personnel Fringe Benefits. $559.24

Total Personnel & Fringe Benefits Training $4959.24

Annually, 6 trainings will be made available for up to 8 staff, total estimated training costs (in addition to personnel costs) $1200.00

Training Budget TOTAL $6159.24

D. Consumer Expenses. Transformations will provide supplemental financial supports for clients with immediate needs, including but not limited to, hotel room, food, transportation costs, medications etc. Below are some estimated costs. Receipts will be provided to MCBHRS and reimbursement for actual costs will be made to Transformations.

Item	Computation	Cost
Hotel Stay	Estimate 10 X $110	$1100.00
Taxi/Transportation	15 X $65	$975.00
Food	50 X $25	$1250.00
Gift Cards	10 X $25	$ 250.00

TOTAL $3575.00

E. Equipment. The after-hours crisis team will require one laptop and three cellphones. One cell phone will be allocated to the after-hours coordinator and two for crisis workers on call and in field.

Item	Computation	Cost
Laptop	1X $1500	$1500.00
Cell Phones	3 X $100	$300.00
Fax Machine	1 X $400	$400.00

TOTAL _$2200.00_____

E. Supplies. Supplies include, but are not limited to, postage, training materials, copying paper, pens, notepads and calendar books.

Supply Items	Computation	Cost
Office Supplies	$100 X 12 months	$1200.00

TOTAL __$1200.00_____

H. Indirect Costs.

Description	Computation	Cost
Rent (includes internet & utilities)	$275 X 12 months	$3300.00
Software/online subscriptions	$150 X 12 months	$1800.00
Accounting/Payroll Services	$150 X 12 months	$1800.00
Insurances	$1700 X 1 annually	$1700.00
Cell Phone	$300 X 12 months	$3600.00
IT Services	Set Up 1X $1000	$1000.00
IT Support	$200 X 12 months	$2400.00

TOTAL _$15,600.00_____

Budget Summary – The proposed budget is an estimated budget based off every aspect needed to run an effective after hours crisis program. The estimated expenses below will cover the program costs for one year.

Budget Category	Estimated Amount
A. Personnel	_$215,600.00
B. Fringe Benefits	_ $27,402.76
C. Training	__ $6159.24
D. Equipment	__ $2200.00
E. Supplies	__ $1200.00
F. Consumer Expenses	___ $3575.00
Total Direct Costs	_____$254,937
H. Indirect Costs	__$15,600
* TOTAL PROJECT COSTS	_$270,537.00

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

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	July 11, 2023
TO:	The Board of Supervisors
FROM:	Joe Lynch, Director of Health and Human Services
RE:	Accept Resignation and Recognize the Service of Dale Silverman on the Mariposa County Commission on Aging

---

RECOMMENDATION AND JUSTIFICATION

Accept Resignation and Recognize the Service of Dale Silverman on the Mariposa County Commission on Aging

Accept the Resignation of Dale Silverman from the Mariposa County Commission on Aging, Effective Immediately. Ms. Silverman has served on the Commission on Aging since her January 2020 appointment. On June 15, 2023, Ms. SIlverman provided notice of resignation from the Mariposa County Commission on Aging via electronic mail. Upon acceptance of Ms. Silverman's resignation, a Letter of Appreciation will be sent recognizing her service on this important commission.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has previously accepted the resignations of past commission members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Lack of acknowledgment to this resignation will create a missed opportunity to properly recognize a member of our community for their dedication, time and efforts.

FINANCIAL IMPACT

N/A

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	July 11, 2023
TO:	The Board of Supervisors
FROM:	Joe Lynch, Director of Health and Human Services
RE:	Accept Resignation and Recognize the Service of Dale Silverman on the Area 12 Agency on Aging Advisory Council

---

RECOMMENDATION AND JUSTIFICATION

Accept the Resignation of Dale Silverman from the Area 12 Agency on Aging Advisory Council.

Ms. Silverman has served on A12AA Advisory Council since her January 2020 appointment. On June 16, 2023 Ms. Silverman provided notice of resignation from the Area 12 Agency on Aging via electronic mail. Upon acceptance of Ms. Silverman's resignation, a Letter of Appreciation will be sent recognizing her service on this important advisory council.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has previously approved the recommendation of the department for appointments and resignations to the Area 12 Agency on Aging Advisory Council.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The alternative is to not approve the recommendation, whereby creating an ongoing vacancy within the Advisory Council.

FINANCIAL IMPACT

N/A

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-364

MEETING:	July 11, 2023
TO:	The Board of Supervisors
FROM:	Joe Lynch, Director of Health and Human Services
RE:	Approve an Agreement with Mariposa Safe Families in the Amount of $172,910 for Prevention Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mariposa Safe Families in the Amount of $172,910 for Prevention Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

On August 19, 2008, as approved by the Board per Resolution Number 08-394, the Agency sent out a letter of interest to all community partners who were potentially qualified to administer the Substance Abuse Prevention Programs. A committee was convened to review proposals, and it was decided that Mariposa Safe Families would provide these services. Mariposa Safe Families has provided excellent services at the high school and in the community, and Health and Human Services Agency staff recommend that the County enter into another Agreement with this organization for substance abuse prevention activities.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The current agreement was approved on July 12, 2022, by Resolution No. 2022-408.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The services of this agency would not be available to conduct alcohol and other drug prevention activities for Mariposa County youth and adults.

FINANCIAL IMPACT

This Agreement is funded through the Substance Abuse Block Grant (SABG) and SABG ARPA funds. The costs of this Agreement will be paid from the Alcohol and Drug Budget 1001-403. There is no impact to the County General Fund.

ATTACHMENTS

1. **MSF FNL Agreement 2024**
2. **MSF FNL 23-24 - Exh A thru C**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

AGREEMENT FOR PREVENTION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County", and Mariposa Safe Families hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

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

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $172,910 as set forth in Exhibit C, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Mariposa Safe Families
P.O. Box 545
Mariposa, CA 95338

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Megan Atkinson, Executive Director Mariposa Safe Families
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

Mariposa County Behavioral Health and Human Services, through the Health division (MCBHRS), will contract with Mariposa Safe Families (MSF) to implement Mariposa County Prevention Programs and the Friday Night Live and Club Live programs.

1. MSF shall provide services in accordance with the goals and objectives outlined in the Mariposa County Behavioral Health Strategic Prevention Plan (SPP). All activities claimed shall be as outlined in the SPP.

2. By May 31, 2024, MSF will work with the county designated prevention coordinator to review, update, and amend the Mariposa County SUD Strategic Prevention Planning Goals/Objectives. Revisions will be submitted in writing no later than May 31, 2024 to Mariposa County Behavioral Health and Recovery Services (MCBHRS). These revisions will be incorporated into the ongoing version of the Mariposa County Strategic Prevention Plan (SPP) and submitted to the Department of Health Care Services (DHCS) for further review and approval. MSF agrees to continue to work with MCBHRS and DHCS to review and amend the plan annually.

3. MSF shall submit a written evaluation of progress covering the period July 1, 2023 through June 30, 2024 by July 31, 2024. MSF will continue to use the California Healthy Kids Survey, the Youth Development Survey as evaluation tools and any additional tools or surveys deemed relevant.

4. MSF shall facilitate the continuation of an Youth Advisory Group with input from community partners, including Native American Youth.

5. MSF shall support the Youth Advisory Group in development of education campaign and messages in the community and at the middle school level. This Youth Advisory Group shall support identification of youth led projects in partnership with community partners.

6. MSF shall facilitate the Youth Advisory Group in developing afterschool activities for youth of middle and high school ages no less than twice weekly.

7. MSF will report out in the Mariposa Abuse Prevention Coalition, Community Corrections Partnership and Behavioral Health Board as well as continue working with existing community groups in a prevention network as outlined in the SPP.

8. MSF will meet with High School Administrators to develop a workplan within the first quarter of this contract. This plan is to be submitted to MCBHRS within the first quarter of this contract. This workplan shall identify gaps in staff knowledge, information, attitudes and practices that affect school climate. In addition, evidence-based strategies to improve school climate around substance use will be identified and implemented. These sessions shall be conducted no less than quarterly with school staff.

9. MSF will continue to facilitate Friday Night Live activities and in accordance with the requirements of the California Friday Night Live Partnership guidelines for Friday Night Live Programs. Engaging in programing that meets the FNL Youth Development Standards of Practice, Operating Principles and Core Components.

10. MSF will meet the Member in Good Standing (MIGs) as determined by DHCS in conjunction with the California FNL Partnership. MSF will develop a monthly report of compliance or work toward compliance of the MIGs.

11. MSF will continue to facilitate Club Live activities in accordance with the requirements of the California Friday Night Live Partnership guidelines for Friday Night Live programs. All Friday Night Live and Club Live Programs will be fully implemented within the first quarter of this contract.

12. MSF agrees to enter required data elements into Primary Prevention SharePoint Excel spreadsheet depicting monthly service data for each of these prevention programs. The data will include activities conducted, numbers of youth seen, correctly completed reporting forms, and other data as required by DHCS, for the purpose of verifying data entry. Dat will be entered by MSF no later than the 10th of the month for the previous month's data. (i.e. submit October report by November 10th). Any delays in providing monthly data may result in delay or withholding of payment by MCBHRS.

13. MSF agrees to provide monthly narrative reports to MCBHRS in accordance with Substance Abuse Prevention and Treatment (SAPT) and FNL contracts, no later than the 10th of the month.

14. MSF agrees to provide monthly fiscal reports/invoices to the MCBHRS for the purpose of reimbursement, no later than the 10th of the month.

15. MSF agrees to meet with the prevention coordinator no less than 1 time monthly for contract monitoring and programmatic progress.

16. MSF will coordinate attendance at State or regional trainings with MCBHRS. MSF shall be provided any county-assigned free training slots.

17. In addition to FNL outreach described above, Mariposa Safe Families will provide specific outreach efforts to Native youth for increased involvement in Friday Night Live activities in Mariposa County.

18. MSF will work with youth to hold an annual Youth Empowerment Conference. MSF will report updates on the progress of the conference, guest speakers, budget, and provide attendance and demographic data to MCBHRS in monthly meetings and upon request. The Youth Empowerment Conference will aim to include 100 youth from Mariposa County. Within thirty (30) days after the conference, MSF will meet with MCBHRS to conduct an after-action review of the Youth Empowerment Conference.

Exhibit B

SABG Requirements

MSF will provide and maintain the following items documenting compliance with SABG grant funding:

- MSF will demonstrate that under the laws of the United States and the State of California, incorporated into this Contract, MSF will not unlawfully discriminate against any person in service delivery or hiring process.
- MSF will develop policy and procedures on the expenditure of SABG funds, including prohibition on expenditures for land, construction and permanent improvements to buildings; to not use SABG funds to satisfy requirements for the expenditure of nonfederal funds; to not provide financial assistance to any entity other than a public or nonprofit public entity; to not expend funds to provide hypodermic needles or syringes.
- MSF shall develop and maintain policies and procedures regarding confidentiality and access to reasonable accommodations for people with disabilities. MSF agrees to train staff in the CLAS standards and implement the CLAS standards. MSF agrees to attend all cultural competence trainings provided by MCBHRS annually.
- MSF shall arrange for language assistance, if needed, ensuring that minors are not utilized as interpreters.
- MSF shall implement the Mariposa County Behavioral Health Strategic Prevention Plan 2020-2025 across all populations identified in the plan and present in Mariposa County
- MSF shall regularly assess services to determine whether the tribal communities and organizations populations is being reached to and collaborate with Tribal representatives to identify quality, effectiveness and accessibility of services available to the American Indian/Alaskan Native population withing the County geographic area.
- In accordance with the provisions of the Hatch Act (5 U.S.C 1501-1508 and 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.
- MSF will comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act and provide materials to explain services available to the public as well as providing language interpretation services.
- MSF services covered by contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 89, Section 7104).
- MSF shall comply with maintaining confidentiality in connection with prevention related activities as outlined in 42 CFR Part 2.
- MSF will comply with the Byrd Anti-Lobbying Amendment and disclose to DHCS any lobbying with non-Federal funds that take place in connection with obtaining a Federal award (31 USC 1352).MSF shall ensure that individuals in need of Intravenous Drug Use (IVDU) treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e))
- If MSF provides youth treatment services, MSF will follow the guidelines in Document 1V, “Youth Treatment all Guidelines,” in developing and implementing youth treatment programs funded under this

Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

- If MSF provides treatment sessions, MSF will participate in the County Behavioral Health Director's Association of California.
- MSF will comply with all Federal Law Requirements listed below:
    1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
    2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
    3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 —6107), which prohibits discrimination on the basis of age.
    4. Age Discrimination in Employment Act (29 CFR Part 1625).
    5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
    6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
    7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
    8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
    9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.
    10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
    11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
    12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A-E).
    13. CONTRACTOR shall provide services to all eligible persons in accordance with state and federal statutes and regulations and assure in the planning for the provision of services that clients are provided educational materials or other resources for the provision of services.
- MSF will comply with all of the State Law Requirements listed below:
    1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
    2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
    3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
    4. No state or federal funds shall be used by the CONTRACTOR or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the CONTRACTOR or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
    5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
    6. CONTRACTOR shall participate in the County Behavioral Health Director's Association of California. CONTRACTOR shall attend meetings, special meetings called by DHCS director and

represent the program for the purpose of a relationship with DHCS with respect to policies, standards and administration for AOD abuse services.

7. CONTRACTOR shall provide timely access to care and services in accordance with CFR 42 (§ 422.112 Access to services) and ensure state standards, taking into account the urgency of the need for services.

8. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide, direct, immediate, or substantial support to any religious activity.

Exhibit C
Proposed Budget / SAPT: Prevention Set Aside/FNL

SAPT: Prevention Set Aside/FNL | July 1, 2023-June 30,2024

Description:	Cost:
Personnel Costs: Staff costs and fringe benefits for the following positions: • One FTE Executive Director at 10 hrs. per week X 52 weeks • One FTE Lead Prevention Specialist at 15 hrs. per week X 52 weeks • One FTE Youth Coordinator at 40 hrs. per week X 52 weeks MSF staff will do the following: Attend Program Related Meetings and Trainings; Tracking of staff use of time and other data; Community relations; Marketing of SAPT programs; Fiscal Management of Program Expenses; Reporting and data entry into PPSDS; Oversight of SAPT related programs; Ensuring full compliance of scope of work, other. Recruitment and oversight of youth for FNL and the Youth Advisory Group (YAG); Community Relations for YAG; Conduct presentations to community groups or other agencies on YAG; Provide supervision to youth enrolled in youth programs; Attend trainings related to youth programs; Development of PSA's and othermarketing. Organize, coordinate, and assist in program implementation; provide and/or arrange trainings; Prepare and present presentations to community members, school staff, and partners on substance abuse prevention; Collection of data, statistics, and other relevant information; Lead on the "After School Matters" program, assistwith youth led projects, other.	$84,240.00
Insurance/Liabilities: Workman's compensation, Liability Insurance, Directors', and Officers' Insurance, other liabilities, other.	$4,000.00
Office Related Expenses: Office related expenses to include but not be limited to: MSF Office Rent; Storage unit rent, Paper, Ink, Pens, Copier/printer fees for SAPT related reporting and marketing, Office Supplies, Advertisement, and Marketing; Quickbooks costs and fees; Video Maker, Utilities-Telephone; Internet; Propane, other.	$10,070.00
Program Related Expenses: Program related expenses to include but not be limited to: Mileage and Travel; Crafting and art Supplies; Games;YEC items; Outdoor Activity Supplies; Field Trip Costs, Training Costs, Facility Rental; Guest Speakers; Food supplies, other.	$5,600.00
Friday Night Live/Club Live (specific): Friday Night Live (FNL) and Club Live (CL) specific activities/costs.	$19,000.00
Subtotal for SAPT - Prevention Set Aside:	**$122,910.00**

(The above budget includes oversight of the Mariposa Club Live and Mariposa Friday Night Live Programs by Mariposa Safe Families, Inc. for all participating schools within the Mariposa County Unified School District. Mariposa Safe Families will make a conscious effort to include youth who are homeschooled and who attend Charter Schools within Mariposa County.)

Proposed Budget | 2024 Youth Empowerment Conference

Description:	Cost:
Personnel Costs: Staff costs and fringe benefits for the following positions: • One FTE Executive Director at 2 hrs. per week X 52 weeks • One FTE Lead Prevention Specialist at 5 hrs. per week X 52 weeks • One FTE Youth Coordinator at 15 hrs. per week X 52 weeks MSF staff salary to implement the following: Attend Program Related Meetings for Youth Summit Planning and Implementation; Tracking of staff/volunteer use of time; Seek donations for Youth Summit; (see next page)	$26,624.00

Community relations; Marketing; Fiscal Management of Program Expenses; Reporting and CFNLP data entry into PPSDS; Oversight of SAPT related programs; Ensuring full compliance of CFNLP scope of work, seek donations; implement CFNLP guidelines for FNL/YS; organize and implement Youth Summit, engage community agencies/organizations and other organizations such as MADD in all CFNLP activities; Oversee youth organized projects and programs; Work collaboratively with youth and FNL/CL Advisors for Youth Summit; Training of Advisors/Youth Leaders; Recruitment of youth and partners; other.	
Insurance/Liabilities: Workman's compensation; Liability Insurance; Directors' and Officers' Insurance; Event Insurance Coverage; other liabilities.	$1,100.00
Program Related Expenses: Supplies for Youth Summit and CFNLP youth engagement/empowerment activities - Guest speakers; summit materials; summit location associated rental fees; program identifiers; activity supplies; promotions; contracts for YS; PSA's for marketing of summit and CFNLP activities, supplies, other.	$7,376.00
Food/Beverages: Food and beverages for youth summit.	$10,000.00
Equipment: Equipment for youth summit implementation	$1,000.00
Office Expenses and Supplies: MSF rental fees, utilities, phone, copier/printer costs for promotion material, office supplies – paper, ink, etc., other.	$3,900.00
Subtotal for SABG Grant:	**$50,000.00**
TOTAL:	**$172,910.00**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-365

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve the Allocation of Two Registered Nurse Positions and one Program Administrator Position in HHSA as Part of the Memorandum of Understanding (MOU) with the Mariposa County Sheriff's Office for Jail Based Services (JBS), Effective Immediately

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RECOMMENDATION AND JUSTIFICATION

Approve the Allocation of Two Registered Nurse Positions and one Program Administrator Position in HHSA as Part of the Memorandum of Understanding (MOU) with the Mariposa County Sheriff's Office for Jail Based Services (JBS), Effective Immediately.
The registered nursing positions will fulfill open shifts in the Mariposa County Adult Detention Facility. The Program Administrator position will oversee all JBS. HHSA staffs the Adult Detention Facility seven days per week providing health and behavioral health services.

There is sufficient funding in the FY2023-2024 MOU with the Sheriff's Office for Jail Based Services, approved on June 20, 2023 Board of Supervisors meeting.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved new allocations in the past, as justified.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Without these positions, jail based services will not meet the requirements of the MOU.

FINANCIAL IMPACT

The MOU approved at the June 20, 2023 Board meeting approved the funds which included these allocations.

ATTACHMENTS

None

VOTE RESULT

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

ABSTAIN: None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-366

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Matt Johnson, Librarian

RE: Approve an Agreement with Johnson Controls in an Amount Not to Exceed $6,661.27 for the Installation of a Camera Security System at the El Portal Branch Library; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Johnson Controls in an Amount Not to Exceed $6,661.27 for the Installation of a Camera Security System at the El Portal Branch Library; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The library currently does not have a camera surveillance system. There is a need for cameras in the library to cover high-traffic areas such as the front desk. This agreement will add surveillance and up-to-date technology to reduce theft and increase staff and patron safety.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The El Portal Branch Library currently does not have a camera system, and there is a need for camera coverage throughout the library. Staff has noticed an increase in theft of materials from the library, and is hopeful additional cameras will act as a deterrent to potential theft.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the agreement. No surveillance system will be in place and there is a greater potential for theft and potential safety issues.

FINANCIAL IMPACT

No impact to the General Fund

ATTACHMENTS

1. El Portal .SIGNED

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

Johnson Controls

8880UE01

COMMERCIAL SECURITY AS A SERVICE AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0868-MODESTO, CA				1-7N8TNUB

DATE: 5/19/2023

Johnson Controls Security Solutions LLC ("Johnson Controls")
Manuel Galan
2788 N Larkin Ave,
Fresno, CA 93727
Tele. No.

County of Mariposa
d/b/a:
("Customer")
Customer Billing Information
9670 Rancheria Flat Rd,
El Portal, CA 95318
Attn:
Tele. No.

Customer Premises Serviced
9670 Rancheria Flat Rd,
El Portal, CA 95318
Attn: matt johnson
Tele. No.

This Commercial Security as a Service Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

(a) Hazardous Substance Checklist and Customer Letter
(b) Scope of Work / Schedule(s) of Protection
(c) Terms and Conditions
(d) Additional Terms and Conditions
(e) State Specific Forms, if applicable (e.g., local permit applications)
(f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
(g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES:

a. Installation Charge. Upon acceptance of this Agreement, Customer agrees to pay the installation charge outlined in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge")and as a precondition to activation of system and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any additional equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Equipment becomes the property of Customer on payment of the Installation Payment Charge in full and Customer grants to Johnson Controls a security interest in the Equipment until this time.

b. Services. Customer agrees to pay Service Charges per annum set forth in the Scope of Work/Schedule of Protection (the "Annual Service Charges"), payable in advance on a(n) **Annual** basis unless otherwise agreed by the parties in writing plus applicable Taxes for **3** year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and, notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination **90%** of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.

c. Other Charges. Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

d. Invoicing. Pricing is based upon the billing and payment terms set forth in this Agreement. Invoices for the Installation Payment Charge are due upon receipt and for the Annual Service Charge are due within thirty (30) days of the date of the invoice unless otherwise specified on the invoice. Invoices will be delivered and are to be paid via ACH Bank transfer. Johnson Controls ACH/EFT bank transfer details will be provided once the Agreement is signed and agreed to by the parties. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]

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Johnson Controls

8880UE01

COMMERCIAL SECURITY AS A SERVICE AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0868-MODESTO, CA				1-7N8TNUB

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE _____

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

CUSTOMER: _____

Presented by: Manuel Galan
(Signature of Johnson Controls Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Manuel Galan
Sales Representative Registration Number (if applicable): ace 114618

_____
(Name Printed)

Title: _____

Date Signed: _____

To ensure that JCI is complaint with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:
- **NO:** ☐ **This signed contract satisfies the Agreement**
- **YES:** ☐ **Single PO required for Initial term**
- ☐ **Annual PO Required**
- ☐ **ANSC PO Required Yearly (ANSC = Annual Service Charge)**

AR Invoices are accepted via e-mail **YES:** ☐ **E-mail address to be used:** _____

NO: ☐ **Please submit invoices via mail** ☐ **NO: Please submit via** _____

_____

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SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Technology Refresh for Security as a Service:

(ii) Within six (6) months prior to the termination date of the Initial Term of this Agreement, the customer may notify Johnson Controls to replace such Equipment with similar or substantially similar equipment sold as current technology by Johnson Controls at the time the Equipment is replaced as part of a technology refresh and/or upgrade. Such Equipment will be replaced by Johnson Controls at no additional charge to the Customer provided the Customer agrees to extend the Initial Terms of this Agreement for an additional 5 years. Customer will be responsible for paying the Installation Charge and additional service fees for any add-ons, wiring changes, or other charges required beyond the replacement of the substantially similar Equipment.

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:	**No Service Selected**
Video Surveillance Services:	**No Service Selected**
Managed Access Control Services:	**No Service Selected**
Video Equipment**:**	**Closed Circuit Television PROVIDED**
Maintenance Service Plan; Preventive Maintenance/Inspection:	**Expert Maintenance PROVIDED / Inspections NOT PROVIDED**
Additional Services:	**No Service Selected**

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	
1	Programming	
8	Regular Labor	
1	MISC parts as needed (Backboxes,connectors etc)	
1	DESKTOP POE RECORDER WITH 8 POE+ IP CAMERA PORTS (15W SIMULTANEOUS ON ALL	
2	Illustra Flex 3MP Gen3 Dome, 3.2-10mm, Indoor, IK08, TDN, WDR	
100	CAT 5e 24/4pr, SOL, Unshielded, CMR, Non-Plenum, White, 500' Box	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge for Security as a Service

Installation Charge (Pre-Tax):	**$3,389.62**
* Estimated Tax(es):	**$0.00**
Total Installation Charge with Tax:	**$3,389.62**
Amount Due at Signing:	**$1,694.81**

2. Annual Service Charge:

Annual Charge Amount (Pre-tax):	**$1,090.55**
* Estimated Tax(es):	**$0.00**
ANNUAL CHARGE:	**$1,090.55**

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

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E. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: matt johnson
System Operation: JCI to install Exacqvision Recorder and 2 Illustra Dome Cameras. (1) above desk covering front door/children's area (1) above children's area covering front desk and book aisles Recorder to be installed at installer discretion
Programming Info: JCI to perform all programming
Site Conditions: Library
Existing Equipment: n/a
Customer Expectations: work to be done during normal business hours
Training Expectations: JCI to train in system use
General Comments: Please reach out to me if there are any questions or concerns.email...Manny.galan@jci.com cell...559.942.3461
Customer Responsibilities / Johnson Controls Exclusions: access to work areas during normal business hours
Documentation Needs: none

Contract Notes -

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TERMS AND CONDITIONS

TERMS AND CONDITIONS

V.Customer and Johnson Controls agree as follows:

A. Services.

A.1.Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2.Communication Facilities. Intentionally left blank – Alarm Monitoring Services have not been purchased.

A.3.1 Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2 Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM").

A.3.3 Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4 Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). Intentionally left blank - Services have not been purchased.

A.5.Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1.Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2.Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3.Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4.Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5.Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6.Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8.Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9.Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.14. Software Support Services. If Software Support Services ("SSS") are purchased they will be provided on licensed software titles expressly identified in this agreement, (the "Covered Software"). Support Conditions. SSS for Covered Software are subject to the following conditions ("Support Conditions"): (a) Johnson Controls' receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor ("Licensor"); (c) Customer's use of Covered Software is in accordance with the end user license agreement ("EULA") between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a "Problem"), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer's network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer's failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls' discretion as a software fix or workaround. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer's system hardware, network or Internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer ("OEM") and/or Licensor (collectively, also referred to as an "Johnson Controls Supplier") has not provided a resolution or workaround. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer's request, on a time and materials basis at Johnson Controls' then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services ("ESS") are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls' then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges ("Reinstatement Fee") at Johnson Controls then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer's Network or existing software/firmware/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual's privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls' and/or Johnson Controls Supplier's aggregate liability regardless of cause (including, but not

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limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD$1,000 or the total SSS Fees paid by Customer.

A.15. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.17. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.

A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.

A.21. Audio Enabled Devices. Customer acknowledges and agrees that Customer's decision to install and/or activate security equipment with audio recording and/or monitoring capability ("Audio Enabled Devices") is based solely on Customer's own independent business judgment or knowledge of applicable law. Tyco does not recommend, endorse, or render an opinion, legal or otherwise regarding such decision. Certain laws may limit or preclude the use of Audio Enabled Devices in Customer's premises. It is the responsibility of the Customer to know and fully comply with all applicable laws, including but not limited to any or all requirements that clear and conspicuous notice be provided concerning of the use of Audio Enabled Devices in Customer's premises. In providing, installing and/or activating such Audio Enabled Devices, Tyco is relying on Customer's representations and agreements set forth herein and that the warranty, limitation of liability, limitation of action, release, third party indemnity, and other terms, limitations, restrictions, and conditions set forth in the Agreement shall fully apply.

A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.23. Automated Notification. Intentionally left blank - Services have not been purchased.

A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased

A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.

A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.29. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.30. Visual Alarm Verification Service. Intentionally left blank - Services have not been purchased.

A.31. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.32. Embedded Resource Services. Intentionally left blank - Service have not been purchased.

A.33. Open Path System. Intentionally left blank - System or Service have not been purchased.

A.34 Open Eye Cloud Video Platform ("Open Eye Services"). Intentionally left blank - System or Service have not been purchased.

A.35 Sabre Systems Services. Intentionally left blank - System or Service have not been purchased.

A.36 Cantronics Telethermographic Device. Intentionally left blank - System or Service have not been purchased.

A.37. Digital Barriers Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.38. Installation and Lease Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.39. Installation and Purchase Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.40. Illustra Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.41. Wello Body Temperature Detection System. Intentionally left blank - System or Service have not been purchased.

A.42. ZKTECO Temperature System. Intentionally left blank - System or Service have not been purchased.

A.43. Milestone Video Surveillance Equipment. Intentionally left blank - System or Service have not been purchased.

A.44. SES Mobile-Based Keyless Access Control System. Intentionally left blank - System or Service have not been purchased.

A.45. Solink Cloud Video Services. Intentionally left blank - System or Service have not been purchased.

A.46. Qolsys Panel. Intentionally left blank - Panel have not been purchased.

A.47. GuardRFID. Intentionally left blank - Panel have not been purchased.

A.48. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. Any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Control's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time

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and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

7. Closed Circuit Television ("CCTV")/Video Equipment. (a)System Requirements. Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s); (ii) any required 110 AC power supply; and (iii) appropriate space for monitors. (b)Audio Monitoring/Recording. Customer's decision to install video equipment with audio recording and/or monitoring capability ("Video with Audio") is based solely on Customer's own independent business judgment, without any involvement or approval of Johnson Controls. Certain laws may limit or preclude the use of Video with Audio. By installing Video with Audio in Customer's premises, Customer accepts the responsibility of knowing and fully complying with all applicable laws, including but not limited to all requirements that clear and conspicuous notice be posted in Customer's premises warning of Customer's use of audio recording and/or monitoring equipment on its premises.

8. New York City Fire System. Intentionally left blank.– covered system is not installed in NYC

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1.Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees/or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Johnson Controls which shall contain the alarm industry specific terms and conditions.

1.Indemnity. (a) Johnson Controls shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Johnson Controls' agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold Johnson Controls, its affiliates, and their respective officers, directors, agents, suppliers and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Johnson Controls' agents, suppliers and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Johnson Controls' Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Johnson Controls is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Johnson Controls and its suppliers do not undertake and assume no liability for such risk by providing the Equipment and/or Services. If Johnson Controls and/or one (or more) of its suppliers is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences therefrom which the Equipment and/or Services are intended to deter, detect, avert or record, Johnson Controls' liability and the liability of its suppliers shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Customer

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acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and shall give Johnson Controls, in addition to any other available remedies, the right to, without notice, (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under or terminate this Agreement and (b) to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls otherwise performs Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3.In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1.Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2.Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: $1,000,000 per incident - $2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's properly, it shall remain Customer's property. 8. COVID-19 Vaccination. Johnson Controls expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Johnson Controls' personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Johnson Controls' personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Johnson Controls.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions

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or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software tools and applications. Customer consents to the collection, transfer and ingestion and use of such data by Johnson Controls to enable Johnson Controls to provide, maintain, protect and improve the Digital Enabled Services and its products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against loss, or guarantee a certain level of performance. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and cloud-hosted software offerings and tools ("Software") to provide, improve and enable such services. Digital Enabled Services may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and system health reporting.

Implementation, deployment and Customer use of Software offered under this Agreement shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services that may be updated by Johnson Controls from time to time at https://www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Applicable Software Terms are incorporated in this Agreement by reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. Software licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable SOW, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable SOW. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Invoices are due upon receipt unless otherwise specified on the invoice. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

N. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

O. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341,EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNSCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.
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Johnson Controls

COMMERCIAL SECURITY AS A SERVICE AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0868-MODESTO, CA				1-7N8TNUB

ADDITIONAL TERMS AND CONDITIONS

DATE: 5/19/2023

Johnson Controls Security Solutions LLC ("Johnson Controls")

Manuel Galan
2788 N Larkin Ave,
Fresno, CA 93727
Tele. No.

County of Mariposa
d/b/a:
("Customer")
Customer Billing Information
9670 Rancheria Flat Rd,
El Portal, CA 95318
Attn:
Tele. No.

Customer Premises Serviced
9670 Rancheria Flat Rd,
El Portal, CA 95318
Attn: matt johnson
Tele. No.

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

Terms and Conditions
Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: Manuel Galan
(Signature of Johnson Controls Sales Representative)

Sales Agent: **Manuel Galan**
Sales Representative Registration Number (if applicable): ace 114618

CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

_____
(Name Printed)

Title: _____

Date Signed: _____

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-367

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Matt Johnson, Librarian

RE: Approve an Agreement with Johnson Controls in an Amount Not to Exceed $7,337.50 for the Installation of a Security Camera System at the Wawona Branch Library; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Johnson Controls in an Amount not to exceed $7,337.50 for the installation of an updated security camera system at the Wawona Branch Library; and Authorize the Board of Supervisors Chair to Sign the Agreement

The library currently does not have a camera surveillance system. There is a need for cameras in the library to cover high-traffic areas such as the front desk. This agreement will add surveillance and up-to-date technology to reduce theft and increase staff and patron safety.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Wawona Branch Library currently does not have a camera system, and there is a need for camera coverage throughout the library. Staff has noticed an increase in theft of materials from the library, and is hopeful additional cameras will act as a deterrent to potential theft.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the agreement. No surveillance system will be in place and there is a greater potential for theft and potential safety issues.

FINANCIAL IMPACT

No impact to the General Fund

ATTACHMENTS

1. **Wawona camera agreement**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

Johnson Controls

8880UE01

COMMERCIAL SECURITY AS A SERVICE AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0866-FRESNO, CA				1-7N936FD

DATE: 5/19/2023

Johnson Controls Security Solutions LLC ("Johnson Controls")
Manuel Galan
2788 N Larkin Ave,
Fresno, CA 93727
Tele. No.

County of Mariposa
d/b/a: ("Customer")
Customer Billing Information
7971 Chilnualna Falls Rd,
Wawona, CA 95389
Attn:
Tele. No.

Customer Premises Serviced
7971 Chilnualna Falls Rd,
Wawona, CA 95389
Attn: matt johnson
Tele. No.

This Commercial Security as a Service Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

(a) Hazardous Substance Checklist and Customer Letter
(b) Scope of Work / Schedule(s) of Protection
(c) Terms and Conditions
(d) Additional Terms and Conditions
(e) State Specific Forms, if applicable (e.g., local permit applications)
(f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
(g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES:

a. Installation Charge. Upon acceptance of this Agreement, Customer agrees to pay the installation charge outlined in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge")and as a precondition to activation of system and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any additional equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Equipment becomes the property of Customer on payment of the Installation Payment Charge in full and Customer grants to Johnson Controls a security interest in the Equipment until this time.

b. Services. Customer agrees to pay Service Charges per annum set forth in the Scope of Work/Schedule of Protection (the "Annual Service Charges"), payable in advance on a(n) **Annual** basis unless otherwise agreed by the parties in writing plus applicable Taxes for **3** year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and, notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination **90%** of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.

c. Other Charges. Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

d. Invoicing. Pricing is based upon the billing and payment terms set forth in this Agreement. Invoices for the Installation Payment Charge are due upon receipt and for the Annual Service Charge are due within thirty (30) days of the date of the invoice unless otherwise specified on the invoice. Invoices will be delivered and are to be paid via ACH Bank transfer. Johnson Controls ACH/EFT bank transfer details will be provided once the Agreement is signed and agreed to by the parties. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]

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Johnson Controls

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COMMERCIAL SECURITY AS A SERVICE AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0866-FRESNO, CA				1-7N936FD

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE _____

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

CUSTOMER: _____

Presented by: Manuel Galan
(Signature of Johnson Controls Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Manuel Galan
Sales Representative Registration Number (if applicable): ace 114618

_____
(Name Printed)

Title: _____

Date Signed: _____

To ensure that JCI is complaint with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:
- **NO:** ☐ **This signed contract satisfies the Agreement**
- **YES:** ☐ **Single PO required for Initial term**
- ☐ **Annual PO Required**
- ☐ **ANSC PO Required Yearly (ANSC = Annual Service Charge)**

AR Invoices are accepted via e-mail **YES:** ☐ **E-mail address to be used:** _____

NO: ☐ **Please submit invoices via mail** ☐ **NO: Please submit via** _____

_____

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SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Technology Refresh for Security as a Service:

(ii) Within six (6) months prior to the termination date of the Initial Term of this Agreement, the customer may notify Johnson Controls to replace such Equipment with similar or substantially similar equipment sold as current technology by Johnson Controls at the time the Equipment is replaced as part of a technology refresh and/or upgrade. Such Equipment will be replaced by Johnson Controls at no additional charge to the Customer provided the Customer agrees to extend the Initial Terms of this Agreement for an additional 5 years. Customer will be responsible for paying the Installation Charge and additional service fees for any add-ons, wiring changes, or other charges required beyond the replacement of the substantially similar Equipment.

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:	**No Service Selected**
Video Surveillance Services:	**No Service Selected**
Managed Access Control Services:	**No Service Selected**
Video Equipment**:**	**Closed Circuit Television PROVIDED**
Maintenance Service Plan; Preventive Maintenance/Inspection:	**Expert Maintenance PROVIDED / Inspections NOT PROVIDED**
Additional Services:	**No Service Selected**

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	
1	Programming	
10	Regular Labor	
1	MISC parts as needed (Backboxes,connectors etc)	
1	DESKTOP POE RECORDER WITH 8 POE+ IP CAMERA PORTS (15W SIMULTANEOUS ON ALL	
2	Illustra Flex 3MP Gen3 Bullet, 3.2-10mm, Outdoor, IP66/67 IK10, TDN w/IR, WDR	
2	FLEX BULLET MOUNTING BOX (IFXX SERIES)	
200	CAT 5e 24/4pr, SOL, Unshielded, CMR, Non-Plenum, White, 500' Box	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge for Security as a Service

Installation Charge (Pre-Tax):	**$3,764.44**
* Estimated Tax(es):	**$0.00**
Total Installation Charge with Tax:	**$3,764.44**
Amount Due at Signing:	**$1,882.22**

2. Annual Service Charge:

Annual Charge Amount (Pre-tax):	**$1,191.02**
* Estimated Tax(es):	**$0.00**
ANNUAL CHARGE:	**$1,191.02**

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

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E. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: matt johnson
System Operation: JCI to install Exacqvision Recorder with 2 cameras (1) at lobby covering front de sk and lobby(1) at lobby covering front door Recorder to be installed at installer preference
Programming Info: JCI to perform all programming
Site Conditions: Library
Existing Equipment: n/a
Customer Expectations: Work to be done during normal business hours
Training Expectations: JCI to train in system use
General Comments: Please reach out to me if there are any questions or concerns.email...Manny.galan@jci.com cell...559.942.3461
Customer Responsibilities / Johnson Controls Exclusions: Access to work areas during normal business hours
Documentation Needs: none

Contract Notes -

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TERMS AND CONDITIONS

TERMS AND CONDITIONS

V.Customer and Johnson Controls agree as follows:

A. Services.

A.1.Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2.Communication Facilities. Intentionally left blank – Alarm Monitoring Services have not been purchased.

A.3.1 Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2 Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM").

A.3.3 Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4 Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). Intentionally left blank - Services have not been purchased.

A.5.Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1.Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2.Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3.Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4.Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5.Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6.Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8.Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9.Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.14. Software Support Services. If Software Support Services ("SSS") are purchased they will be provided on licensed software titles expressly identified in this agreement, (the "Covered Software"). Support Conditions. SSS for Covered Software are subject to the following conditions ("Support Conditions"): (a) Johnson Controls' receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor ("Licensor"); (c) Customer's use of Covered Software is in accordance with the end user license agreement ("EULA") between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a "Problem"), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer's network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer's failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls' discretion as a software fix or workaround. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer's system hardware, network or Internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer ("OEM") and/or Licensor (collectively, also referred to as an "Johnson Controls Supplier") has not provided a resolution or workaround. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer's request, on a time and materials basis at Johnson Controls' then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services ("ESS") are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls' then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges ("Reinstatement Fee") at Johnson Controls then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer's Network or existing software/firmware/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual's privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls' and/or Johnson Controls Supplier's aggregate liability regardless of cause (including, but not

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limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD$1,000 or the total SSS Fees paid by Customer.

A.15. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.17. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.

A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.

A.21. Audio Enabled Devices. Customer acknowledges and agrees that Customer's decision to install and/or activate security equipment with audio recording and/or monitoring capability ("Audio Enabled Devices") is based solely on Customer's own independent business judgment or knowledge of applicable law. Tyco does not recommend, endorse, or render an opinion, legal or otherwise regarding such decision. Certain laws may limit or preclude the use of Audio Enabled Devices in Customer's premises. It is the responsibility of the Customer to know and fully comply with all applicable laws, including but not limited to any or all requirements that clear and conspicuous notice be provided concerning of the use of Audio Enabled Devices in Customer's premises. In providing, installing and/or activating such Audio Enabled Devices, Tyco is relying on Customer's representations and agreements set forth herein and that the warranty, limitation of liability, limitation of action, release, third party indemnity, and other terms, limitations, restrictions, and conditions set forth in the Agreement shall fully apply.

A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.23. Automated Notification. Intentionally left blank - Services have not been purchased.

A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased

A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.

A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.29. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.30. Visual Alarm Verification Service. Intentionally left blank - Services have not been purchased.

A.31. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.32. Embedded Resource Services. Intentionally left blank - Service have not been purchased.

A.33. Open Path System. Intentionally left blank - System or Service have not been purchased.

A.34 Open Eye Cloud Video Platform ("Open Eye Services"). Intentionally left blank - System or Service have not been purchased.

A.35 Sabre Systems Services. Intentionally left blank - System or Service have not been purchased.

A.36 Cantronics Telethermographic Device. Intentionally left blank - System or Service have not been purchased.

A.37. Digital Barriers Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.38. Installation and Lease Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.39. Installation and Purchase Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.40. Illustra Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.41. Wello Body Temperature Detection System. Intentionally left blank - System or Service have not been purchased.

A.42. ZKTECO Temperature System. Intentionally left blank - System or Service have not been purchased.

A.43. Milestone Video Surveillance Equipment. Intentionally left blank - System or Service have not been purchased.

A.44. SES Mobile-Based Keyless Access Control System. Intentionally left blank - System or Service have not been purchased.

A.45. Solink Cloud Video Services. Intentionally left blank - System or Service have not been purchased.

A.46. Qolsys Panel. Intentionally left blank - Panel have not been purchased.

A.47. GuardRFID. Intentionally left blank - Panel have not been purchased.

A.48. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. Any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Control's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time

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and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

7. Closed Circuit Television ("CCTV")/Video Equipment. (a)System Requirements. Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s); (ii) any required 110 AC power supply; and (iii) appropriate space for monitors. (b)Audio Monitoring/Recording. Customer's decision to install video equipment with audio recording and/or monitoring capability ("Video with Audio") is based solely on Customer's own independent business judgment, without any involvement or approval of Johnson Controls. Certain laws may limit or preclude the use of Video with Audio. By installing Video with Audio in Customer's premises, Customer accepts the responsibility of knowing and fully complying with all applicable laws, including but not limited to all requirements that clear and conspicuous notice be posted in Customer's premises warning of Customer's use of audio recording and/or monitoring equipment on its premises.

8. New York City Fire System. Intentionally left blank.– covered system is not installed in NYC

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1.Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees/or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Johnson Controls which shall contain the alarm industry specific terms and conditions.

1.Indemnity. (a) Johnson Controls shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Johnson Controls' agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold Johnson Controls, its affiliates, and their respective officers, directors, agents, suppliers and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Johnson Controls' agents, suppliers and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Johnson Controls' Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Johnson Controls is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Johnson Controls and its suppliers do not undertake and assume no liability for such risk by providing the Equipment and/or Services. If Johnson Controls and/or one (or more) of its suppliers is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences therefrom which the Equipment and/or Services are intended to deter, detect, avert or record, Johnson Controls' liability and the liability of its suppliers shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Customer

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acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and shall give Johnson Controls, in addition to any other available remedies, the right to, without notice, (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under or terminate this Agreement and (b) to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls otherwise performs Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3.In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1.Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2.Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: $1,000,000 per incident - $2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's properly, it shall remain Customer's property. 8. COVID-19 Vaccination. Johnson Controls expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Johnson Controls' personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Johnson Controls' personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Johnson Controls.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions

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or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software tools and applications. Customer consents to the collection, transfer and ingestion and use of such data by Johnson Controls to enable Johnson Controls to provide, maintain, protect and improve the Digital Enabled Services and its products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against loss, or guarantee a certain level of performance. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and cloud-hosted software offerings and tools ("Software") to provide, improve and enable such services. Digital Enabled Services may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and system health reporting.

Implementation, deployment and Customer use of Software offered under this Agreement shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services that may be updated by Johnson Controls from time to time at https://www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Applicable Software Terms are incorporated in this Agreement by reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. Software licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable SOW, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable SOW. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Invoices are due upon receipt unless otherwise specified on the invoice. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

N. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

O. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341,EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNSCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.
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Johnson Controls

COMMERCIAL SECURITY AS A SERVICE AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0866-FRESNO, CA				1-7N936FD

ADDITIONAL TERMS AND CONDITIONS

DATE: 5/19/2023

Johnson Controls Security Solutions LLC ("Johnson Controls")

Manuel Galan
2788 N Larkin Ave,
Fresno, CA 93727
Tele. No.

County of Mariposa
d/b/a:
("Customer")
Customer Billing Information
7971 Chilnualna Falls Rd,
Wawona, CA 95389
Attn:
Tele. No.

Customer Premises Serviced
7971 Chilnualna Falls Rd,
Wawona, CA 95389
Attn: matt johnson
Tele. No.

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

Terms and Conditions
Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: Manuel Galan
(Signature of Johnson Controls Sales Representative)

Sales Agent: **Manuel Galan**
Sales Representative Registration Number (if applicable): ace 114618

CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

_____
(Name Printed)

Title: _____

Date Signed: _____

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-368

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Matt Johnson, Librarian

RE: Approve an Agreement with Johnson Controls in an Amount Not to Exceed $11,033.29 for the Installation of an Updated Security Camera System at the Mariposa Branch Library; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Johnson Controls in an Amount Not to Exceed $11,033.29 for the Installation of an Updated Security Camera System at the Mariposa Branch Library; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The library currently has a dated camera system in need of upgrading. There is also a need for more cameras in the library to cover high-traffic areas such as the children's room. This agreement will add extra surveillance and up-to-date technology to reduce theft and increase staff and patron safety.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Mariposa Branch Library currently has a camera system, but it is dated, and there is also a need for more camera coverage throughout the library. Staff has noticed an increase in theft of materials from the library, and is hopeful additional cameras will act as a deterrent to potential theft.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the agreement. The dated camera system will remain in place, but there won't be as much surveillance coverage throughout the library.

FINANCIAL IMPACT

No impact to the General Fund

ATTACHMENTS

1. **Mariposa Johnson Controls agreement**

VOTE RESULT

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

ABSTAIN: None

Johnson Controls

8880UE01

COMMERCIAL SECURITY AS A SERVICE AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0868-MODESTO, CA				1-7KBC9G1

DATE: 4/26/2023

Johnson Controls Security Solutions LLC ("Johnson Controls")
Manuel Galan
2788 N Larkin Ave,
Fresno, CA 93727
Tele. No.

County of Mariposa
d/b/a: ("Customer")
Customer Billing Information
4978 10th St,
Mariposa, CA 95338
Attn:
Tele. No.

Customer Premises Serviced
4978 10th St,
Mariposa, CA 95338
Attn: matt johnson
Tele. No. (209) 966-2140

This Commercial Security as a Service Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

(a) Hazardous Substance Checklist and Customer Letter
(b) Scope of Work / Schedule(s) of Protection
(c) Terms and Conditions
(d) Additional Terms and Conditions
(e) State Specific Forms, if applicable (e.g., local permit applications)
(f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
(g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES:

a. Installation Charge. Upon acceptance of this Agreement, Customer agrees to pay the installation charge outlined in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge")and as a precondition to activation of system and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any additional equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Equipment becomes the property of Customer on payment of the Installation Payment Charge in full and Customer grants to Johnson Controls a security interest in the Equipment until this time.

b. Services. Customer agrees to pay Service Charges per annum set forth in the Scope of Work/Schedule of Protection (the "Annual Service Charges"), payable in advance on a(n) **Annual** basis unless otherwise agreed by the parties in writing plus applicable Taxes for **3** year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement.. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and, notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination **90%** of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.

c. Other Charges. Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

d. Invoicing. Pricing is based upon the billing and payment terms set forth in this Agreement. Invoices for the Installation Payment Charge are due upon receipt and for the Annual Service Charge are due within thirty (30) days of the date of the invoice unless otherwise specified on the invoice. Invoices will be delivered and are to be paid via ACH Bank transfer. Johnson Controls ACH/EFT bank transfer details will be provided once the Agreement is signed and agreed to by the parties. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]

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Johnson Controls

8880UE01

COMMERCIAL SECURITY AS A SERVICE AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0868-MODESTO, CA				1-7KBC9G1

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE _____

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

CUSTOMER: _____

Presented by: Manuel Galan
(Signature of Johnson Controls Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Manuel Galan
Sales Representative Registration Number (if applicable): ace 114618

_____
(Name Printed)

Title: _____

Date Signed: _____

To ensure that JCI is complaint with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:
NO: ☐ **This signed contract satisfies the Agreement**
YES: ☐ **Single PO required for Initial term**
☐ **Annual PO Required**
☐ **ANSC PO Required Yearly (ANSC = Annual Service Charge)**

AR Invoices are accepted via e-mail **YES:** ☐ **E-mail address to be used:** _____
NO: ☐ **Please submit invoices via mail** ☐ **NO: Please submit via** _____

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Johnson Controls

COMMERCIAL SECURITY AS A SERVICE AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0868-MODESTO, CA				1-7KBC9G1

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Technology Refresh for Security as a Service:

(ii) Within six (6) months prior to the termination date of the Initial Term of this Agreement, the customer may notify Johnson Controls to replace such Equipment with similar or substantially similar equipment sold as current technology by Johnson Controls at the time the Equipment is replaced as part of a technology refresh and/or upgrade. Such Equipment will be replaced by Johnson Controls at no additional charge to the Customer provided the Customer agrees to extend the Initial Terms of this Agreement for an additional 5 years. Customer will be responsible for paying the Installation Charge and additional service fees for any add-ons, wiring changes, or other charges required beyond the replacement of the substantially similar Equipment.

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:	**No Service Selected**
Video Surveillance Services:	**No Service Selected**
Managed Access Control Services:	**No Service Selected**
Video Equipment**:**	**Closed Circuit Television PROVIDED**
Maintenance Service Plan; Preventive Maintenance/Inspection:	**Expert Maintenance PROVIDED / Inspections NOT PROVIDED**
Additional Services:	**No Service Selected**

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	Programming	
20	Regular Labor	
3	TVI/CVI/AHD/960H 1080P VF DOME2.8-12MM TRUE WDR 90' IR 12/24IP67/IK10-WHITE	
500	RG59/U + 18/2c Siamese, STR, Shielded, CMP, Plenum, White, 500' Reel	
1	MISC parts as needed (Backboxes,connectors etc)	
1	8-Channel Power supply for cameras	
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	
1	To install Power Supply / Camera alignment/Training on Exacq	
1	HYBRID DESKTOP RECORDER WITH 4 IP CAMERAS LICENSES (24 MAX) AND 8 ANALOG	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge for Security as a Service

Installation Charge (Pre-Tax):	**$5,879.08**
* Estimated Tax(es):	**$0.00**
Total Installation Charge with Tax:	**$5,879.08**
Amount Due at Signing:	**$2,939.54**

2. Annual Service Charge:

Annual Charge Amount (Pre-tax):	**$1,718.07**
* Estimated Tax(es):	**$0.00**

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ANNUAL CHARGE:	**$1,718.07**

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: Matt Johnson
System Operation: JCI to remove existing ADT800 recorder and install new Exacqvision recorder. Also to install additional (3) Analog c ameras and connect them along with (5) Existing cameras to new Exacqvision 8CH recorder. Also install 8CH Altronix Power Supply to handle all 8 cameras. (1) Camera to be installed at common area reading tables (1) Camera to be installed at Children's common room(1) Camera to be installed at reading cha irs Photos are attached of potential install areas. Photos are attached of view camera is to cover. Installation team to determine best spot in these general area photos to install camera to capture desired coverage area. Customer would prefer wire ran in LEAST visible way, however some exposed wire is fine. Wire included is white to match white paint interior. Ceiling is drop tile at 12ft. with minimal attic space access
Programming Info: JCI to perform all programming
Site Conditions: Library
Existing Equipment: ADT800 Recorder - 5 analog cameras
Customer Expectations: Work to be performed during normal business hours
Training Expectations: JCI to train in system use
General Comments: Please reach out to me if there are any questions or concerns.email... Manny.galan@jci.com Cell...559.942.3461
Customer Responsibilities / Johnson Controls Exclusions: Access to work area during normal business hours
Documentation Needs: None

Contract Notes -

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TERMS AND CONDITIONS

TERMS AND CONDITIONS

V.Customer and Johnson Controls agree as follows:

A. Services.

A.1.Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2.Communication Facilities. Intentionally left blank – Alarm Monitoring Services have not been purchased.

A.3.1 Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2 Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM").

A.3.3 Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4 Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). Intentionally left blank - Services have not been purchased.

A.5.Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1.Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2.Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3.Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4.Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5.Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6.Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8.Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9.Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.14. Software Support Services. If Software Support Services ("SSS") are purchased they will be provided on licensed software titles expressly identified in this agreement, (the "Covered Software"). Support Conditions. SSS for Covered Software are subject to the following conditions ("Support Conditions"): (a) Johnson Controls' receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor ("Licensor"); (c) Customer's use of Covered Software is in accordance with the end user license agreement ("EULA") between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a "Problem"), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer's network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer's failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls' discretion as a software fix or workaround. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer's system hardware, network or Internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer ("OEM") and/or Licensor (collectively, also referred to as an "Johnson Controls Supplier") has not provided a resolution or workaround. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer's request, on a time and materials basis at Johnson Controls' then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services ("ESS") are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls' then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges ("Reinstatement Fee") at Johnson Controls then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer's Network or existing software/firmware/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual's privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls' and/or Johnson Controls Supplier's aggregate liability regardless of cause (including, but not

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limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD$1,000 or the total SSS Fees paid by Customer.

A.15. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.17. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.

A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.

A.21. Audio Enabled Devices. Customer acknowledges and agrees that Customer's decision to install and/or activate security equipment with audio recording and/or monitoring capability ("Audio Enabled Devices") is based solely on Customer's own independent business judgment or knowledge of applicable law. Tyco does not recommend, endorse, or render an opinion, legal or otherwise regarding such decision. Certain laws may limit or preclude the use of Audio Enabled Devices in Customer's premises. It is the responsibility of the Customer to know and fully comply with all applicable laws, including but not limited to any or all requirements that clear and conspicuous notice be provided concerning of the use of Audio Enabled Devices in Customer's premises. In providing, installing and/or activating such Audio Enabled Devices, Tyco is relying on Customer's representations and agreements set forth herein and that the warranty, limitation of liability, limitation of action, release, third party indemnity, and other terms, limitations, restrictions, and conditions set forth in the Agreement shall fully apply.

A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.23. Automated Notification. Intentionally left blank - Services have not been purchased.

A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased

A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.

A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.29. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.30. Visual Alarm Verification Service. Intentionally left blank - Services have not been purchased.

A.31. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.32. Embedded Resource Services. Intentionally left blank - Service have not been purchased.

A.33. Open Path System. Intentionally left blank - System or Service have not been purchased.

A.34 Open Eye Cloud Video Platform ("Open Eye Services"). Intentionally left blank - System or Service have not been purchased.

A.35 Sabre Systems Services. Intentionally left blank - System or Service have not been purchased.

A.36 Cantronics Telethermographic Device. Intentionally left blank - System or Service have not been purchased.

A.37. Digital Barriers Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.38. Installation and Lease Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.39. Installation and Purchase Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.40. Illustra Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.41. Wello Body Temperature Detection System. Intentionally left blank - System or Service have not been purchased.

A.42. ZKTECO Temperature System. Intentionally left blank - System or Service have not been purchased.

A.43. Milestone Video Surveillance Equipment. Intentionally left blank - System or Service have not been purchased.

A.44. SES Mobile-Based Keyless Access Control System. Intentionally left blank - System or Service have not been purchased.

A.45. Solink Cloud Video Services. Intentionally left blank - System or Service have not been purchased.

A.46. Qolsys Panel. Intentionally left blank - Panel have not been purchased.

A.47. GuardRFID. Intentionally left blank - Panel have not been purchased.

A.48. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. Any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Control's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time

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and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

7. Closed Circuit Television ("CCTV")/Video Equipment. (a)System Requirements. Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s); (ii) any required 110 AC power supply; and (iii) appropriate space for monitors. (b)Audio Monitoring/Recording. Customer's decision to install video equipment with audio recording and/or monitoring capability ("Video with Audio") is based solely on Customer's own independent business judgment, without any involvement or approval of Johnson Controls. Certain laws may limit or preclude the use of Video with Audio. By installing Video with Audio in Customer's premises, Customer accepts the responsibility of knowing and fully complying with all applicable laws, including but not limited to all requirements that clear and conspicuous notice be posted in Customer's premises warning of Customer's use of audio recording and/or monitoring equipment on its premises.

8. New York City Fire System. Intentionally left blank.– covered system is not installed in NYC

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1.Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees/or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Johnson Controls which shall contain the alarm industry specific terms and conditions.

1.Indemnity. (a) Johnson Controls shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Johnson Controls' agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold Johnson Controls, its affiliates, and their respective officers, directors, agents, suppliers and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Johnson Controls' agents, suppliers and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Johnson Controls' Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Johnson Controls is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Johnson Controls and its suppliers do not undertake and assume no liability for such risk by providing the Equipment and/or Services. If Johnson Controls and/or one (or more) of its suppliers is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences therefrom which the Equipment and/or Services are intended to deter, detect, avert or record, Johnson Controls' liability and the liability of its suppliers shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Customer

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acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and shall give Johnson Controls, in addition to any other available remedies, the right to, without notice, (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under or terminate this Agreement and (b) to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls otherwise performs Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3.In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1.Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2.Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: $1,000,000 per incident - $2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's properly, it shall remain Customer's property. 8. COVID-19 Vaccination. Johnson Controls expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Johnson Controls' personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Johnson Controls' personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Johnson Controls.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions

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or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software tools and applications. Customer consents to the collection, transfer and ingestion and use of such data by Johnson Controls to enable Johnson Controls to provide, maintain, protect and improve the Digital Enabled Services and its products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against loss, or guarantee a certain level of performance. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and cloud-hosted software offerings and tools ("Software") to provide, improve and enable such services. Digital Enabled Services may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and system health reporting.

Implementation, deployment and Customer use of Software offered under this Agreement shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services that may be updated by Johnson Controls from time to time at https://www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Applicable Software Terms are incorporated in this Agreement by reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. Software licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable SOW, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable SOW. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Invoices are due upon receipt unless otherwise specified on the invoice. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

N. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

O. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341,EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNSCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.
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Johnson Controls

COMMERCIAL SECURITY AS A SERVICE AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0868-MODESTO, CA				1-7KBC9G1

ADDITIONAL TERMS AND CONDITIONS

DATE: 4/26/2023

Johnson Controls Security Solutions LLC ("Johnson Controls")

Manuel Galan
2788 N Larkin Ave,
Fresno, CA 93727
Tele. No.

County of Mariposa
d/b/a: ("Customer")
Customer Billing Information
4978 10th St.
Mariposa, CA 95338
Attn:
Tele. No.

Customer Premises Serviced
4978 10th St,
Mariposa, CA 95338
Attn: matt johnson
Tele. No. (209) 966-2140

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

Terms and Conditions
Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: Manuel Galan
(Signature of Johnson Controls Sales Representative)

Sales Agent: **Manuel Galan**
Sales Representative Registration Number (if applicable): ace 114618

CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

_____
(Name Printed)

Title: _____

Date Signed: _____

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-369

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Matt Johnson, Librarian

RE: Approve an Agreement with Johnson Controls in an Amount not to exceed $12,355.37 for the installation of a security camera system at the Red Cloud Branch Library; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Johnson Controls in an Amount not to exceed $12,355.37 for the installation of an updated security camera system at the Red Cloud Branch Library; and Authorize the Board of Supervisors Chair to Sign the Agreement

The library currently does not have a camera surveillance system. There is a need for cameras in the library to cover high-traffic areas such as the front desk. This agreement will add surveillance and up-to-date technology to reduce theft and increase staff and patron safety.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Wawona Branch Library currently does not have a camera system, and there is a need for camera coverage throughout the library. Staff has noticed an increase in theft of materials from the library, and is hopeful additional cameras will act as a deterrent to potential theft.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the agreement. No surveillance system will be in place and there is a greater potential for theft and potential safety issues.

FINANCIAL IMPACT

No impact to the General Fund

ATTACHMENTS

1. **Red Cloud Greeley Hill camera agreement**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

Johnson Controls

8880UE01

COMMERCIAL SECURITY AS A SERVICE AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0868-MODESTO, CA				1-7N7PT87

DATE: 5/19/2023

Johnson Controls Security Solutions LLC ("Johnson Controls")
Manuel Galan
2788 N Larkin Ave,
Fresno, CA 93727
Tele. No.

County of Mariposa
d/b/a:
("Customer")
Customer Billing Information
10332 Fiske Rd,
Coulterville, CA 95311
Attn:
Tele. No.

Customer Premises Serviced
10332 Fiske Rd,
Coulterville, CA 95311
Attn: matt johnson
Tele. No.

This Commercial Security as a Service Agreement is between Customer and Johnson Controls Security Solutions LLC ("Johnson Controls") effective as of the date signed by Customer. By entering into this Agreement, Johnson Controls and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW"). This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

(a) Hazardous Substance Checklist and Customer Letter
(b) Scope of Work / Schedule(s) of Protection
(c) Terms and Conditions
(d) Additional Terms and Conditions
(e) State Specific Forms, if applicable (e.g., local permit applications)
(f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
(g) If multiple locations, see attached schedule

II. CHARGES AND FEES; TAXES:

a. Installation Charge. Upon acceptance of this Agreement, Customer agrees to pay the installation charge outlined in the Scope of Work/Schedule of Protection plus applicable "Fees" and "Taxes" as defined below ("Installation Charge")and as a precondition to activation of system and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work/Schedule of Protection made by the Customer after execution of this Agreement must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any additional equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. Equipment becomes the property of Customer on payment of the Installation Payment Charge in full and Customer grants to Johnson Controls a security interest in the Equipment until this time.

b. Services. Customer agrees to pay Service Charges per annum set forth in the Scope of Work/Schedule of Protection (the "Annual Service Charges"), payable in advance on a(n) **Annual** basis unless otherwise agreed by the parties in writing plus applicable Taxes for **3** year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Johnson Controls will provide Customer with notice of any adjustments in the Charges, Fees and/or Taxes applicable to the renewal period no later than forty-five (45) days prior to the commencement of the renewal period. Unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date, the adjusted Charges, Fees and/or Taxes will be the Charges, Fees and/or Taxes for the renewal period. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year and, notwithstanding any other term in this Agreement, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination **90%** of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty.

c. Other Charges. Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees"). Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

d. Invoicing. Pricing is based upon the billing and payment terms set forth in this Agreement. Invoices for the Installation Payment Charge are due upon receipt and for the Annual Service Charge are due within thirty (30) days of the date of the invoice unless otherwise specified on the invoice. Invoices will be delivered and are to be paid via ACH Bank transfer. Johnson Controls ACH/EFT bank transfer details will be provided once the Agreement is signed and agreed to by the parties. Disputed invoices must be identified in writing within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. Payment is a condition precedent to Johnson Controls' obligation to perform Services under this Agreement. Charges for Equipment and material covered by this Agreement do not include any amounts for changes in tariffs, duties or other similar charges imposed and/or enacted.

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Johnson Controls relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Johnson Controls and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Johnson Controls, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Johnson Controls and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Johnson Controls. Customer's failure to accept and sign this Agreement within thirty (30) days of the date shown above may result in price increases. Customer acknowledges that: (a) Johnson Controls has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Johnson Controls at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND JOHNSON CONTROLS ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

[Signature Follow on Next Page]

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Johnson Controls

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COMMERCIAL SECURITY AS A SERVICE AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0868-MODESTO, CA				1-7N7PT87

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE _____

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE _____

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

CUSTOMER: _____

Presented by: Manuel Galan
(Signature of Johnson Controls Sales Representative)

Accepted By: _____
(Signature of Customer's Authorized Representative)

Sales Agent: Manuel Galan
Sales Representative Registration Number (if applicable): ace 1146l8

_____
(Name Printed)

Title: _____

Date Signed: _____

To ensure that JCI is complaint with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:
- **NO:** ☐ **This signed contract satisfies the Agreement**
- **YES:** ☐ **Single PO required for Initial term**
- ☐ **Annual PO Required**
- ☐ **ANSC PO Required Yearly (ANSC = Annual Service Charge)**

AR Invoices are accepted via e-mail **YES:** ☐ **E-mail address to be used:** _____

NO: ☐ **Please submit invoices via mail** ☐ **NO: Please submit via** _____

_____

[Remainder of Page Left Intentionally Blank]

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SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Technology Refresh for Security as a Service:

(ii) Within six (6) months prior to the termination date of the Initial Term of this Agreement, the customer may notify Johnson Controls to replace such Equipment with similar or substantially similar equipment sold as current technology by Johnson Controls at the time the Equipment is replaced as part of a technology refresh and/or upgrade. Such Equipment will be replaced by Johnson Controls at no additional charge to the Customer provided the Customer agrees to extend the Initial Terms of this Agreement for an additional 5 years. Customer will be responsible for paying the Installation Charge and additional service fees for any add-ons, wiring changes, or other charges required beyond the replacement of the substantially similar Equipment.

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:	**No Service Selected**
Video Surveillance Services:	**No Service Selected**
Managed Access Control Services:	**No Service Selected**
Video Equipment**:**	**Closed Circuit Television PROVIDED**
Maintenance Service Plan; Preventive Maintenance/Inspection:	**Expert Maintenance PROVIDED / Inspections NOT PROVIDED**
Additional Services:	**No Service Selected**

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	This item identifies the estimate as Standard and NOT PART of Technology Refresh of older Tech	
1	Programming	
20	Regular Labor	
1	MISC parts as needed (Backboxes,connectors etc)	
1	DESKTOP POE RECORDER WITH 8 POE+ IP CAMERA PORTS (15W SIMULTANEOUS ON ALL	
5	Illustra Flex 3MP Gen3 Bullet, 3.2-10mm, Outdoor, IP66/67 IK10, TDN w/IR, WDR	
5	FLEX BULLET MOUNTING BOX (IFXX SERIES)	
1	EXACQ Vision Camera License	
500	CAT 5e 24/4pr, SOL, Unshielded, CMR, Non-Plenum, White, 500' Box	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge for Security as a Service

Installation Charge (Pre-Tax):	**$5,999.00**
* Estimated Tax(es):	**$0.00**
Total Installation Charge with Tax:	**$5,999.00**
Amount Due at Signing:	**$2,999.50**

2. Annual Service Charge:

Annual Charge Amount (Pre-tax):	**$2,118.79**
* Estimated Tax(es):	**$0.00**
ANNUAL CHARGE:	**$2,118.79**

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* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

E. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contact Information: matt johnson
System Operation: JCI to install new CCTV system. To include (1)exacqvision recorder (5) Ilustra indoor bullet cameras. Cat5 cable to be ran in attic space where applicable and on wall along trim where needed. Cable is white to blend as much as possible to paint. Camera locations as follows (1) children's section covering that area(2) computer lab showing that area(3) front lobby facing main floor workstation(4) front lobby facing front door (5) Covering side door/restroom hallway (mounting location at installer preference if desired coverage can be attained)
Programming Info: jci to perform all programming
Site Conditions: Library
Existing Equipment: n/a
Customer Expectations: work to be done during normal business hours
Training Expectations: jci will train in system use
General Comments: Please reach out to me if there are any questions or concerns.email...Manny.galan@jci.com cell...559.942.3461
Customer Responsibilities / Johnson Controls Exclusions: access to work area during normal business hours
Documentation Needs: none

Contract Notes -

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TERMS AND CONDITIONS

TERMS AND CONDITIONS

V.Customer and Johnson Controls agree as follows:

A. Services.

A.1.Central Station Signal Receiving and Notification (Alarm Monitoring) Services. Intentionally left blank - Services have not been purchased.

A.2.Communication Facilities. Intentionally left blank – Alarm Monitoring Services have not been purchased.

A.3.1 Enhanced Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.2 Expert Maintenance Service Plan ("Expert Maintenance"). 1. If Expert Maintenance is purchased, Johnson Controls will provide and bear the expense of maintenance/repair of the covered Equipment for issues related to normal wear and tear. The following are not covered under Expert Maintenance and any requested service will be provided on a time and materials basis: (a) window foil, (b) security screens, (c) product installed contrary to OEM specifications, (d) exterior wiring, (e) programming changes, (f) software updates/upgrades, unless Software Support Services are purchased, (g) consumables such as batteries and printer supplies, and (h) "Conditions" not covered by Warranty shown below. Customer shall pay for any related labor and/or materials for such work at Johnson Controls' then applicable rates. Additional charges may apply for service requiring the use of a lift. Johnson Controls' obligation to perform Expert Maintenance service relates solely to the covered Equipment. 2. If Expert Maintenance is not purchased prior to the expiration of the Equipment Warranty, Johnson Controls will provide such Expert Maintenance only after inspecting the Equipment to be covered and making any necessary repairs or replacements to bring the Equipment/System into compliance with Johnson Controls' specifications and/or the standards set by applicable law. 3. Expert Maintenance will be furnished during Johnson Controls' "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Expert Maintenance performed outside of these hours is subject to additional charges. Provision of Expert Maintenance is conditioned upon the continued availability of system components/parts from the original equipment manufacturer ("OEM").

A.3.3 Optimum Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.3.4 Essential Maintenance Service Plan. Intentionally left blank - Services have not been purchased.

A.4. Testing/Inspections Service ("T/I"). Intentionally left blank - Services have not been purchased.

A.5.Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.6. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.1.Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.6.2.Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.6.3.Video Escort. Intentionally left blank - Services have not been purchased.

A.6.4.Video Assist. Intentionally left blank - Services have not been purchased.

A.6.5.Video Audit. Intentionally left blank - Services have not been purchased.

A.6.6.Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.6.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.6.8.Unattended Delivery – Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.6.9.Unattended Delivery – Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.9. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.10. Hosted Access. Intentionally left blank - Services have not been purchased.

A.11. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.12. Data Hosting/Storage Services Encrypted. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.13. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.14. Software Support Services. If Software Support Services ("SSS") are purchased they will be provided on licensed software titles expressly identified in this agreement, (the "Covered Software"). Support Conditions. SSS for Covered Software are subject to the following conditions ("Support Conditions"): (a) Johnson Controls' receipt of the Software Support Fee; (b) the Covered Software is not modified from its standard form originally licensed by the software owner/licensor ("Licensor"); (c) Customer's use of Covered Software is in accordance with the end user license agreement ("EULA") between Customer and Licensor; if applicable; (d) Customer provides Johnson Controls (and/or its authorized representatives) with and when necessary (1) any information and/or documentation required to recreate the problem, defect, or non-conformity (individually/collectively, a "Problem"), (2) log in privileges for remote trouble shooting, (3) TCP/IP Ethernet network addresses, and (4) access to Customer's network, servers and/or hardware; and (e) the processor, operating system and associated system software, and other interdependent or reliant software are operating properly. Exclusions. Johnson Controls will not provide SSS when a Problem is caused by (a) relocation, movement, improper operation, neglect or misuse of the Covered Software or associated Equipment/System; (b) Customer's failure to maintain proper site or environmental conditions; (c) any attempts at configuration, repairs, support, or modifications to the Covered Software not performed by a Johnson Controls authorized representative; (d) discontinued systems or software; (e) casualty, act of God, the unauthorized acts of third parties; (f) failure or interruption of electrical power, telephone or communication line or like cause, or (g) any other cause external to the Covered Software. Problem Resolution. Johnson Controls will provide Customer with email and telephone support on the Covered Software. Johnson Controls then will use reasonable commercial efforts to resolve and correct the Problem within forty-eight (48) hours. Problem resolution and correction may be provided at Johnson Controls' discretion as a software fix or workaround. Johnson Controls will periodically advise Customer on Johnson Controls progress in diagnosing and/or correcting the reported Problem. Customer acknowledges that Johnson Controls may be unable to resolve Problem due to (a) Johnson Controls inability to recreate, locate or identify the Problem; (b) issues related to Customer's system hardware, network or Internet connectivity issues; or (3) issues for which the Original Equipment Manufacturer ("OEM") and/or Licensor (collectively, also referred to as an "Johnson Controls Supplier") has not provided a resolution or workaround. If Johnson Controls is unable to resolve or correct a Problem, Johnson Controls will notify Customer and provide underlying information as available. Notwithstanding anything to the contrary herein, Johnson Controls makes no warranties that its efforts will be successful in diagnosing, resolving, or correcting any Problem. Software Updates. Customer understands that the SSS provides access to updates and upgrades but do not include the provision of software update or upgrade services unless purchased. If software upgrades are required to correct a Problem, such software upgrades will be provided, at Customer's request, on a time and materials basis at Johnson Controls' then-current hourly rates as such upgrades become available from the Johnson Controls Supplier. On Site Engineer Support Services. If Johnson Controls determines that on-site engineer support services ("ESS") are necessary to correct a Problem, Johnson Controls will provide ESS on a time and materials basis at Johnson Controls' then current ESS rates plus any related travel or other expenses. Such ESS may include on-site software installation assistance, training, or Problem diagnosis, resolution, and/or correction. Return of Defective Media. Customer may return any defective media directly to Johnson Controls using a Johnson Controls furnished return authorization number. Fee for Reinstatement. Customer may incur reinstatement charges ("Reinstatement Fee") at Johnson Controls then current rates, if it allows SSS to lapse and later requests reinstatement within one year from the time the SSS lapses. Limitation of Liability. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that neither Johnson Controls nor its Supplier will be responsible for Problems caused by changes in the operating characteristics of the Equipment/System upon which the Covered Software is operating, or for problems in the interaction of the Covered Software with Customer's Network or existing software/firmware/hardware. In no event will Johnson Controls and/or Johnson Controls Supplier be liable for any (a) third party claims; (b) loss or damage to any systems, records or data, or liabilities related to a violation of an individual's privacy rights; or (c) indirect, incidental, special, consequential, punitive, reliance, or cover damages (including lost profits and lost savings). Customer further agrees that, in no event will Johnson Controls' and/or Johnson Controls Supplier's aggregate liability regardless of cause (including, but not

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limited to, liability for negligence, strict liability, breach of contract, misrepresentation and other contract or tort claims) arising from the provision of or failure to provide SSS and/or Customer's use of or inability to use any Covered Software or related System, exceed the lesser of USD$1,000 or the total SSS Fees paid by Customer.

A.15. Lynx Network Duress and Emergency Notification System ("Lynx System"). Intentionally left blank – Lynx System/Services have not been purchased.

A.16. RFID Tracking System ("System"). Intentionally left blank – RFID Systems have not been purchased.

A.17. HID SEOS Mobile Credential Service ("Service"). Intentionally left blank – Service has not been purchased.

A.18. Customer For Life Program ("Service"). Intentionally left blank – Service has not been purchased.

A.19. Outdoor Radar Perimeter Protection. Intentionally left blank – System has not been purchased.

A.20. Self-Printing Service. Intentionally left blank – Service has not been purchased.

A.21. Audio Enabled Devices. Customer acknowledges and agrees that Customer's decision to install and/or activate security equipment with audio recording and/or monitoring capability ("Audio Enabled Devices") is based solely on Customer's own independent business judgment or knowledge of applicable law. Tyco does not recommend, endorse, or render an opinion, legal or otherwise regarding such decision. Certain laws may limit or preclude the use of Audio Enabled Devices in Customer's premises. It is the responsibility of the Customer to know and fully comply with all applicable laws, including but not limited to any or all requirements that clear and conspicuous notice be provided concerning of the use of Audio Enabled Devices in Customer's premises. In providing, installing and/or activating such Audio Enabled Devices, Tyco is relying on Customer's representations and agreements set forth herein and that the warranty, limitation of liability, limitation of action, release, third party indemnity, and other terms, limitations, restrictions, and conditions set forth in the Agreement shall fully apply.

A.22. Proactive Health Services. Intentionally left blank - Services have not been purchased.

A.23. Automated Notification. Intentionally left blank - Services have not been purchased.

A.24. Remote Technical Services. Intentionally left blank - Services have not been purchased

A.25. Anyvision Devices. Intentionally left blank – Equipment has not been purchased.

A.26. WhosOnLocation Service. Intentionally left blank - Services have not been purchased.

A.27. Vape Detection System. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.28. Alcatraz Cloud Service. Intentionally left blank - Services have not been purchased.

A.29. CloudVue Service. Intentionally left blank - Services have not been purchased.

A.30. Visual Alarm Verification Service. Intentionally left blank - Services have not been purchased.

A.31. Halo Smart Sensor System. Intentionally left blank - System have not been purchased.

A.32. Embedded Resource Services. Intentionally left blank - Service have not been purchased.

A.33. Open Path System. Intentionally left blank - System or Service have not been purchased.

A.34 Open Eye Cloud Video Platform ("Open Eye Services"). Intentionally left blank - System or Service have not been purchased.

A.35 Sabre Systems Services. Intentionally left blank - System or Service have not been purchased.

A.36 Cantronics Telethermographic Device. Intentionally left blank - System or Service have not been purchased.

A.37. Digital Barriers Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.38. Installation and Lease Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.39. Installation and Purchase Subscription Services for Evolv Express. Intentionally left blank - System or Service have not been purchased.

A.40. Illustra Telethermographic System. Intentionally left blank - System or Service have not been purchased.

A.41. Wello Body Temperature Detection System. Intentionally left blank - System or Service have not been purchased.

A.42. ZKTECO Temperature System. Intentionally left blank - System or Service have not been purchased.

A.43. Milestone Video Surveillance Equipment. Intentionally left blank - System or Service have not been purchased.

A.44. SES Mobile-Based Keyless Access Control System. Intentionally left blank - System or Service have not been purchased.

A.45. Solink Cloud Video Services. Intentionally left blank - System or Service have not been purchased.

A.46. Qolsys Panel. Intentionally left blank - Panel have not been purchased.

A.47. GuardRFID. Intentionally left blank - Panel have not been purchased.

A.48. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Johnson Controls will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Select Link - Immediate Response Information System (IRIS) (b) Managed Access Control (c) Electronic Article Surveillance ("EAS") (d) Guard Response Service (e) Radio Frequency Identification ("RFID") (f) Training Services (g) Watchman's Reporting Service.

B. Warranty (90-Day). 1. Any part of the System (as distinguished from the Firmware/Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, at in Johnson Controls' option with a new or functionally operative part. Materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished during Johnson Control's "Normal Working Hours" (between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays). Warranty Service performed outside of these hours is subject to additional charges.

3. The following "Conditions" are not covered by Warranty: (a) damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not performed by Johnson Controls, or from parts, equipment, accessories, attachments or other devices not furnished by Johnson Controls; (b) Customer's failure to properly follow operating instructions provided by Johnson Controls or OEM; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) trouble due to interruption of Internet, telecommunications, and/or electrical service; (e) battery failure; (f) devices designed to fail in protecting the equipment/system, such as, but not limited to, fuses and circuit breakers; and (g) System modifications/customization requested by Customer. If Customer calls Johnson Controls for Warranty Service and Johnson Controls' representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the Equipment/System or any component, Johnson Controls may bill Customer for the service call whether or not Johnson Controls actually works on the Equipment/System. If repairs are required due to one of the above "Conditions", Johnson Controls will charge Customer for such work on a time

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and materials basis at Johnson Controls' then applicable rates for labor and materials.

4. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING JOHNSON CONTROLS' NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. JOHNSON CONTROLS WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY JOHNSON CONTROLS OR NEGLIGENCE OF JOHNSON CONTROLS OR OTHERWISE. Johnson Controls makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

C. System Requirements, Miscellaneous. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Johnson Controls prior to setting the alarm system for closed periods and must notify Johnson Controls promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD (EXCEPT WHERE A FAMILIARIZATION PERIOD IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO JOHNSON CONTROLS' CMC (AND DURING ANY APPLICABLE EXTENSIONS), JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE JOHNSON CONTROLS' CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD JOHNSON CONTROLS HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL JOHNSON CONTROLS RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Johnson Controls for any applicable charges or fees. 5. Training Services. Johnson Controls provides initial training to Customer on use of the equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Johnson Controls' then current rate. 6. Site Preparation, Intrusion and Restoration. Unless otherwise noted herein, Customer is responsible for providing: (a) any necessary electric current, (b) an outlet within 10 feet of an alarm control panel, (c) telephone connections, (d) network drops, and (e) any required conduit, wiremold, or other raceway, (f) any required IP address assignments, and (g) additional network software licensing. The installation of the equipment/system may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to intrusion, mold, fungi, bacteria, wet/dry rot, patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the equipment/system. 7. Battery Powered Devices. Customer understands that any battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed/serviced under this Agreement require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERY ENERGY LEVEL OR CHARGE IS LOW, OR DEPLETED. It is Customer's sole responsibility to maintain and replace any batteries. Customer shall carefully read and follow the owner's manual, instructions and warnings for all such equipment and regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. 8. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

7. Closed Circuit Television ("CCTV")/Video Equipment. (a)System Requirements. Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s); (ii) any required 110 AC power supply; and (iii) appropriate space for monitors. (b)Audio Monitoring/Recording. Customer's decision to install video equipment with audio recording and/or monitoring capability ("Video with Audio") is based solely on Customer's own independent business judgment, without any involvement or approval of Johnson Controls. Certain laws may limit or preclude the use of Video with Audio. By installing Video with Audio in Customer's premises, Customer accepts the responsibility of knowing and fully complying with all applicable laws, including but not limited to all requirements that clear and conspicuous notice be posted in Customer's premises warning of Customer's use of audio recording and/or monitoring equipment on its premises.

8. New York City Fire System. Intentionally left blank.– covered system is not installed in NYC

D. Electronic Media; Personal Information; Consent to Call, Text or Email. 1.Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Johnson Controls all personal information disclosed hereunder concerning individuals/employees/or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) permit Johnson Controls to collect (including consent to record telephone conversations with Johnson Controls), use, disclose and transfer such personal information; and (c) expressly authorizes Johnson Controls to use such personal information to administer the relationship and the agreement between Customer and Johnson Controls, including, but not limited to, contacting Customer personnel at the telephone numbers and/or email addresses provided: (i) using SMS, text, prerecorded messages, or automated calling devices to deliver messages to set/confirm a service/installation appointment; and/or (ii) to provide information or offers about products and services of interest to Customer. Customer acknowledges and agrees that Johnson Controls may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Johnson Controls which shall contain the alarm industry specific terms and conditions.

1.Indemnity. (a) Johnson Controls shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Johnson Controls' agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold Johnson Controls, its affiliates, and their respective officers, directors, agents, suppliers and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Johnson Controls' agents, suppliers and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Johnson Controls' Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Johnson Controls is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Johnson Controls and its suppliers do not undertake and assume no liability for such risk by providing the Equipment and/or Services. If Johnson Controls and/or one (or more) of its suppliers is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences therefrom which the Equipment and/or Services are intended to deter, detect, avert or record, Johnson Controls' liability and the liability of its suppliers shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. Johnson Controls and its suppliers are not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Johnson Controls' representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Customer

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acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Johnson Controls and shall give Johnson Controls, in addition to any other available remedies, the right to, without notice, (a) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Johnson Controls' obligations under or terminate this Agreement and (b) to charge interest on the amounts that remain unpaid more than thirty (30) days past the due date specified in the invoice(s) at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all costs, expenses and fees of Johnson Controls' enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Johnson Controls' election to continue providing future Services does not, in any way, diminish Johnson Controls' right to terminate or suspend Services or exercise any or all rights or remedies under this Agreement. Johnson Controls shall not be liable for any damages, claims, expenses or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring Services or Johnson Controls otherwise performs Services at the premises following suspension, those Services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Johnson Controls' efforts to collect payment, Customer shall immediately notify Johnson Controls in writing and explain the basis of the dispute. In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Installation Charge(s) are based on Johnson Controls performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3.In addition to any other remedies available to Johnson Controls, Johnson Controls may terminate this Agreement and discontinue any Service(s) if (a) Johnson Controls' CMC is substantially damaged by fire or catastrophe or if Johnson Controls is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Johnson Controls' CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Johnson Controls' recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Johnson Controls results in an undue number of false alarms or System malfunction; (d) in Johnson Controls' sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Johnson Controls is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Johnson Controls will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Johnson Controls will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Johnson Controls, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Johnson Controls' employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Johnson Controls.

H. Waivers. 1.Waiver of Jury Trial. CUSTOMER AND JOHNSON CONTROLS BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2.Mutual SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Johnson Controls harmless from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Johnson Controls maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: $1,000,000 per incident - $2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Johnson Controls will not be required to provide a waiver of subrogation in favor of any party, nor will Johnson Controls be required to designate any party as a statutory employer for any purposes. 6. Johnson Controls Brand. Without exception, Johnson Controls-branded Signage, including yard signs, window stickers and warning signs will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Johnson Controls is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's properly, it shall remain Customer's property. 8. COVID-19 Vaccination. Johnson Controls expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Johnson Controls' personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Johnson Controls' personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Johnson Controls.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Johnson Controls will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Johnson Controls specifications for access control system operation. Johnson Controls shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Johnson Controls may assess additional charges, if Johnson Controls is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Johnson Controls represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. Johnson Controls shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Johnson Controls to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Johnson Controls, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions

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or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Johnson Controls. If Johnson Controls' performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Johnson Controls shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Johnson Controls is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Johnson Controls will be entitled to extend the relevant completion date by the amount of time that Johnson Controls was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Johnson Controls' cost to perform the services, Customer is obligated to reimburse Johnson Controls for such increased costs, including, without limitation, costs incurred by Johnson Controls for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Johnson Controls in connection with the Force Majeure Event.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Johnson Controls first being obtained. Johnson Controls shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. Digital Enabled Services, Software and Hosted Software Services. If Johnson Controls provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Johnson Controls' cloud-hosted software tools and applications. Customer consents to the collection, transfer and ingestion and use of such data by Johnson Controls to enable Johnson Controls to provide, maintain, protect and improve the Digital Enabled Services and its products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against loss, or guarantee a certain level of performance. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Johnson Controls software and cloud-hosted software offerings and tools ("Software") to provide, improve and enable such services. Digital Enabled Services may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and system health reporting.

Implementation, deployment and Customer use of Software offered under this Agreement shall be subject to, and governed by, Johnson Controls' standard terms for such Software and Software related professional services that may be updated by Johnson Controls from time to time at https://www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Applicable Software Terms are incorporated in this Agreement by reference. Other than the right to use the Software as set forth in the Software Terms, Johnson Controls and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. Software licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable SOW, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable SOW. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Invoices are due upon receipt unless otherwise specified on the invoice. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

N. Privacy. 1. Johnson Controls as Processor: Where Johnson Controls factually acts as Processor of Personal Data (as defined therein) on behalf of Customer, the terms at www.johnsoncontrols.com/dpa shall apply. 2. Johnson Controls as Controller: Johnson Controls will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Johnson Controls' Privacy Notice at https://www.johnsoncontrols.com/privacy. Customer acknowledges Johnson Controls' Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

O. Johnson Controls License Information: AL 1498, 1499, 1500, 1501, 1502, A-0244, The Security Industry is governed by the rules and regulations of the Alabama Electronic Security Board of Licensure. If you would like information on these rules and regulations or would like to register a complaint you can contact the Board at: AESBL 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388 Fax: 334-264-9332 AK 125516; 1058473, 5430 Fairbanks Street, Suite 7 Anchorage, AK 99507 AR 0000199, 0030740118 Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8600 AZ ROC281489, 18267-0 CA 977249; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814 CT 0106099-L5 DC ECS1327 FL EF20000890, EF20000341,EF0000478 GA LVA002833, LVA205386, LVU004635 HI CT-32427 ID PWC-C-12256-A-4, RCE-33602, EC012834 IL 127001526, 128000247, 128000246, 128000243 LA 24889, F523, F489 MA 401-C, MI 3601206912, A-0352, A-0170, 3602206914, A-0638, 3602206913, A-1058, A-1199 Whitcomb Avenue Madison Heights, MI 48071; MN TS651063 MS 15024088, 19530-SC NC 846-CSA, 28510-SP-FA/LV, 19385-SP-FA/LV, 27353-SP-FA/LV, 19718-SP-FA/LV, 24191-SP-FA/LV, 22850-SP-FA/LV 101 Industrial Drive, Ste 104 Raleigh, NC 27069, (919) 788-5320 NJ 34BF00050200, P00451, 607013 NM 375283 NV 0077542, F470, F469, NY 12000327404, Licensed by NYS Dept. of State OH E16782, 50-18-1052, 50-25-1050, 50-48-1032, 50-57-1119, 53-31-1582 OK AC-67 OR CLE-322, 197010, AC-67 PA Pennsylvania Home Improvement Contractor Registration Number; PA010083 RI 18004, AF-09170 TN ACC1704, ACC1705, ACC1707, ACC1708, ACC1709, ACC710, ACC1711 TX B00536, 4200 Buckingham Road Ste 150, Ft. Worth, TX 76115 – Dept of Public Safety, Private Security 5805 N. Lamar Blvd, Austin 78752, ACR-1460 UT 8390557-6501 VA 11-7587, 11-7575, 11-7591, 11-7573, 11-7589, 11-7578, 2705147765 WA JOHNSCS837N4, 19625 62nd Ave South, Ste C112 Kent, WA 98032 WV 050291. The foregoing list shows only those license numbers Johnson Controls Security Solutions LLC ("Johnson Controls") is required by law to include on marketing materials. A comprehensive list of licenses held by Johnson Controls is available on www.johnsoncontrols.com. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.
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Johnson Controls

COMMERCIAL SECURITY AS A SERVICE AGREEMENT

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE NO.
0868-MODESTO, CA				1-7N7PT87

ADDITIONAL TERMS AND CONDITIONS

DATE: 5/19/2023

Johnson Controls Security Solutions LLC ("Johnson Controls")

Manuel Galan
2788 N Larkin Ave,
Fresno, CA 93727
Tele. No.

County of Mariposa
d/b/a:
("Customer")
Customer Billing Information
10332 Fiske Rd,
Coulterville, CA 95311
Attn:
Tele. No.

Customer Premises Serviced
10332 Fiske Rd,
Coulterville, CA 95311
Attn: matt johnson
Tele. No.

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

Terms and Conditions
Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: Manuel Galan
(Signature of Johnson Controls Sales Representative)

Sales Agent: **Manuel Galan**
Sales Representative Registration Number (if applicable): ace 114618

CUSTOMER: _____

Accepted By: _____
(Signature of Customer's Authorized Representative)

_____
(Name Printed)

Title: _____

Date Signed: _____

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-370

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Matt Johnson, Librarian

RE: Adopt a Policy for Public Use of the Mariposa County Library 3D Printer

---

RECOMMENDATION AND JUSTIFICATION

Adopt a Policy for Public Use of the Mariposa County Library 3D Printer.

3D printers are increasing in popularity and are becoming more common in libraries. They are used not just for fun purposes, but for the creation of useful, practical items. Approve the policy in order to allow more people to enjoy the benefits of having the machine, and in order to have clear-cut guidelines for its use.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Mariposa County Library obtained a 3D printer through grant funding a few years ago. The printer has been used for workshops but there appears to have been no official policy adopted for the public's use of it outside of workshops. This policy will allow the library to move forward with offering its use on a wider scale.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Library patrons would not be able to use the printer other than in workshops, which are limited in size. There would be no official guidelines for its use.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **3-D Printer Procedure and Waiver**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

MARIPOSA COUNTY LIBRARY
MAKERBOT 3-D PRINTER USE POLICY

Please initial next to each statement that you understand and agree.

—— You must be a Mariposa County citizen at least 18 years of age to use the MakerBot 3-D printer (or have a designated parent, instructor or guardian co-sign your application if you are under the age of 18). Your ID MUST be provided at time of reservation, and the attached *Project Application and Waiver* completed and signed.

—— Staff will review your requested print project/design, including estimates of material used and time needed to print. Senior staff must approve your project and schedule time on the printer calendar.

—— For safety and liability purposes, ONLY a staff member or library designee (i.e. workshop instructor) will operate the MakerBot equipment.

—— **Print projects** must conform to the following:

- Project must be provided on a USB drive so that it can be previewed and approved.
- Project must be provided in ".gcode" or ".makerbot", NOT ".stl." Equipment is a MakerBot Replicator + with Smart Extruder.
- Project MUST NOT be a weapon, or any part of a device designed to cause bodily harm, or any item deemed inappropriate by library staff. Any person violating this policy will be banned from using the printer again, and reported to the Mariposa County Sheriff if necessary.
- The Library will provide PLA material at no cost to the patron, up to 50 grams. Anything above 50 grams will not have a fee, but will be approved at the discretion of the head librarian or senior library staff based on availability and current cost of the material.
- Projects must be sliced for "PLA" material (not ABS). Maximum dimensions are: 11.6 in/29.5 cm long by 7.6 in/19.5 cm deep by 6.5 in/16.5 cm tall; minimum layer height is 0.1 mm.
- Material colors are limited to stock on hand.

—— **Individuals** who use the MakerBot printer:

- Are limited to printing/reserving space a maximum of three (3) times per month.
- Must take care not to damage the protective case, the build plate, the extruder, or any other part of the MakerBot equipment. Any such damage will cause the individual to lose printing privileges.
- Will be contacted when the project is complete and ready for pick-up.

MARIPOSA COUNTY LIBRARY
MAKERBOT 3-D PRINTER PROJECT APPLICATION AND WAIVER

Project Scope:

Applicant Name: _____ Phone #: _____

Date requested: _____ Project Title: _____

Description: _____

Estimated time to print: _____ Estimated size of project (in grams): _____

_____ I am 18 years old or older _____ I am under 18 years of age and have a co-signor

I/we understand and agree to abide by the terms and conditions set forth in the MakerBot 3-D Printer Use Policy. I/we further understand that I/we will be responsible for any loss or damage to the equipment or accessories, and may lose privileges or be reported to the Mariposa County Sheriff for damage or theft.

_____
Applicant Signature

_____ _____
Name of Co-Signor (if required) **Co-Signor Signature**

_____ _____
State License or ID **Date**

_____
Staff member taking information

- -

STAFF USE ONLY

Senior staff member review (initial): _____

Project approved? _____ Yes _____ No

Project scheduled for: _____

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Appoint Marty Cerles to the Wawona Town Planning Advisory Committee with a Term Expiring February 28, 2025

RECOMMENDATION AND JUSTIFICATION

Appoint Marty Cerles to the Wawona Town Planning Advisory Committee with a Term Expiring February 28, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Appoint Marty Cerles to the Wawona Town Planning Advisory Committee with Terms Expiring February 28, 2025

Cerles meet the qualifications and have expressed interest in serving on this committee.

There are currently four vacancies on this committee. With this action there will be three vacancies.

Vacancies have been advertised according to the Maddy Act.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

This Committee meets as needed. Without membership appointments being made, the committee may not have adequate representation and it can be more difficult to reach a quorum.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **230512 CERLES Redact Application**
2. **230308 Wawona vacancies 4**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe

AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

Committee Application

NEW #912

SUBMITTER CONTACT

ADD COMMENT
PRINT WORK ORDER
PRINT HISTORY
CLOSE REQUEST

Category: Forms
Request Type: Committ
Priority: 3 - Norm
Assigned To: Unassigr

Last Modified: 5/12/2023
Submitted: 5/12/2023
Source: Online Form
67.161.46.251

CC Email List: dbondshu@mariposacounty.org; tgauthie



View larger

Associated Requests

ASSOCIATE

REQUEST DETAILS

▼ Hide Additional Details

Name of Board, Commission or Committee for which you are applying
Wawona Town Planning Advisory Committee

First Name
Marty

Last Name
Cerles

Supervisorial District in which you Reside
1

Length of your Residency in the county
0

Mailing Address

Email Address:

Preferred Contact Method
Cell Phone

Are you Over 18 Years of Age
Yes

Employer's Name

Employer's Address

Day Telephone Number

Cell Phone Number

Please explain why you wish to serve on this Board/Commission/Committee
I currently own a cabin with my sister at Wawona that was originally built by our grandparents in 1948. I am currently serving on the Board of WAPPOA and am very familiar with what is needed for the residents and property owners of Wawona.

Please list prior/current appointments to other Boards/Commissions/Committees
Current: WAPPOA
Prior: 2 Redevelopment Advisory Committees in San Francisco, Past Chair of the San Mateo County Visitor and Convention Bureau, Pacifica Hotel Business Improvement District

List any information regarding experience, training and/or education that you feel qualifies you for this position
Very familiar with the workings of Boards and Committees. Have a strong commitment to Wawona and Yosemite National Park

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?
No

If Yes, please explain

Please attach your Resume
No file was uploaded

Please attach Supplemental questions, if any.
No file was uploaded

Time(s) you have available to attend meetings (days, evening, etc.)
My understanding is that WTPAC will be meeting the Friday before the WAPPOA meetings which I will be in attendance.

Do you have transportation?
Yes

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

By checking the "I agree" box below, you agree and acknowledge that:
1) your application will not be signed in the sense of a traditional paper document,

handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)
I agree

HISTORY TRAIL

Danielle Bondshu
5/12/2023 8:24 AM

INSERT CANNED RESPONSE | SAVE & PUBLISH | SAVE

Choose File No file chosen Convert to PDF

For security reasons, anonymous users will not be sent attachment links or be able to view them.

This comment is only viewable internally

Mariposa County
Planning Department

Steve Engfer
Planning Director

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

NOTICE OF VACANCIES ON THE

WAWONA TOWN PLANNING ADVISORY COMMITTEE

Four (4) vacancies currently exist on the Wawona Town Planning Advisory Committee.

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

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

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

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

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

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

Completed applications need to be sent to the:

Clerk of the Board
P. O. Box 784
Mariposa, CA 95338

Posting Locations for this notice:
Wawona Post Office
Mariposa County Planning
Mariposa County Clerk
Mariposa County Courthouse
Mariposa County Library
www.mariposacounty.org/planning

Re-notice Date: 3/08/23 Deadline for Submission: Until Filled

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-371

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Ryan Oliphant, Chief Probation Officer

RE: Approve an Agreement with Alliance for Community Transformations in the Amount of $175,350 for Rehabilitative and Support Services to Probationers at the Mariposa Heritage House; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Alliance for Community Transformations in the Amount of $175,350 for Rehabilitative and Support Services to Probationers at the Mariposa Heritage House; and Authorize the Board of Supervisors Chair to Sign the Agreement

BACKGROUND AND HISTORY OF BOARD ACTIONS

Since 2011, as part of the Mariposa County AB109 Realignment Plan, the Alliance has contracted with the Probation Department for the services listed in the Scope of Work detailed in the Agreement. These include but are not limited to operating a drop-in center that provides access to showers, meals, and other support services. Heritage House also provides Court Mandated interventions such as the Batterer's Intervention, Anger Management, and Child Abuse Programs, as well as counseling services.

For the past several years these contracted services were included in an annual Health and Human Services (HHS) Agreement with the Alliance that required HHS to bill the Probation Department for services to probationers. It was decided that tracking of the services being provided would be streamlined if Probation's portion of the HHS Agreement be removed from the HHS Agreement and that Probation would enter into it's own Agreement with the Alliance.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

There would be less efficient delivery of services and accountability.

FINANCIAL IMPACT

There is no impact. The funding was included in the Community Corrections (AB109) non general fund budget for 2023-24.

ATTACHMENTS

1. **Certificate 7.1.22 through 6.30.23**
2. **MHH Probation Agreement 23-24**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/29/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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: Certificate Department
Mindful Insurance Solutions, Inc 2043 Anderson RD Suite C Davis CA 95616	PHONE (A/C, No, Ext): 877-233-4437 Ext. 5 FAX (A/C, No): E-MAIL ADDRESS: certificates@mindfulins.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Alliance for Community Transformations PO Box 2075 Mariposa CA 95338	INSURER A : Philadelphia Insurance Companies	23850
	INSURER B : Service American Indemnity Company	39152
	INSURER C : Lloyds Of London	15792
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2436113	7/1/2022	7/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [ ] NON-OWNED AUTOS			PHPK2436113	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			PHUB822936	7/1/2022	7/1/2023	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SATIS0338702	7/17/2022	7/17/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	1,000,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	D&O Liability			PHSD1712825	7/1/2022	7/1/2023	Limit: $1,000,000	
A	Employment Practices			PHSD1712825	7/1/2022	7/1/2023	Limit: $1,000,000	

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

Evidence of coverage
This Policy 'PHSD1712825' has Other Coverage 'Fiduciary Liability' With Limit '1,000,000'. Carrier: 'Philadelphia Insurance Companies', Effective Date: '07/01/2022', Expiration Date: '07/01/2023'.
This Policy 'PHPK2436113' has Other Coverage 'Professional Liability ' With Limit '1,000,000 / 3,000,000'. Carrier: 'Philadelphia Insurance Companies', Effective Date: '07/01/2022', Expiration Date: '07/01/2023'.
This Policy 'PHPK2436113' has Other Coverage 'Abusive Conduct Liability' With Limit '1,000,000 / 1,000,000'. Carrier: 'Philadelphia Insurance Companies', Effective Date: '07/01/2022', Expiration Date: '07/01/2023'.
This Policy 'ESK0139456501' has Other Coverage 'Cyber' With Limit '2,000,000'. Carrier: 'Lloyds Of London', Effective Date: '06/01/2022', Expiration Date: '06/01/2023'.

CERTIFICATE HOLDER

Alliance for Community Transformation
PO Box 2075
Mariposa CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGREEMENT WITH ALLIANCE TO PROVIDE HERITAGE HOUSE SERVICES FOR PROBATIONERS

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 Alliance for Community Transformations ("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, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform Client Programming and Drop-in Center Services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $175,350 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $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 with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful 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:
Alliance for Community Transformations
PO Box 2075
Mariposa, CA 95338

COUNTY:
Mariposa County Probation Department
PO Box 76
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Work." In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so

with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Alison Tudor, Executive Director Alliance for Community Transformations
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

I. Description of Services Alliance for Community Transformations, Mariposa Heritage House (MHH) Program, will provide the following services:

A. Operation of a drop-in center for homeless and underserved individuals:
- a. Facility will be open Monday-Friday weekly from 8am-5pm.
- b. MHH will be closed 4 days a year for staff meetings and training.
- c. Will provide information, referrals, and linkages to community services.
- d. Will provide individuals with access to shower facilities, meals, laundry facilities, group rooms, resting rooms, etc.

B. Provision of Court Mandated Programs including, but not limited to, Batterer's Intervention Program, Anger Management Program, and Child Abuse Intervention Program
- a. Documentation of the completion rate of each program
- b. Monthly Progress Reports filed with courts, as required by Penal Code;
- c. Will provide weekly attendance status

C. Provision of SUD treatment program supports both at MHH and at the Detention Center to include:
- a. Linkage and transportation to placement
- b. Peer Counseling for relapse prevention or to link to treatment.
- c. Addiction Recovery Supports
- d. Case Management, as indicated
- e. Referrals to other services

N. Identify PRCS or 1170 clients as referred through probation
- a. Provide every identified client with a needs-assessment
  - i. Provide referrals as needed and coordinate with probation officer
- b. If transportation is indicated as a need, provide or arrange for transportation of the client
- c. Provide relapse prevention planning and counseling, assist the client with entering treatment if indicated.
- d. Case Management, as indicated
- e. Refer the client to Substance Use Disorder treatment at the county, if indicated.
- f. Provide client case number or signature on all receipts of merchandise or services purchased for a particular client.

Reporting/Invoicing

Submit detailed invoices and receipts of exact costs to be paid by Mariposa County Probation Department by the 15th of every month with the exception of the last invoice of the fiscal year being submitted no later than July 30. See Exhibit C for reporting requirements.

Exhibit B
COST PROPOSAL

Mariposa Heritage House/Probation Contract Budget
July 1, 2023 - June 30, 2024

Personnel Narrative	Personnel Calculation	
Program Director 1.1: oversees all staff, works with community partners, manages grants and daily operations at Mariposa Heritage House (MHH)	Average of $6,326.57 per month x 12 months x 14.7737%	$ 11,216
Systems Specialist: supports on site systems, data entry & tracking at MHH	Average of $27.52 per hour x 2.95379 hours per week x 52 weeks x 100%	$ 4,227
SUD Counselor 5: facilitates daily programming and SUD counseling at MHH	Average of $21.52 per hour x 40 hours/week x 52 weeks x 49.98927%	$ 22,376
Volunteer Program Specialist 8: facilitates daily programming and classes at MHH	Average of $21.52 per hour x 40 hours/week x 52 weeks x 46.0796%	$ 20,626
Program Aide 2: assists with daily programming at MHH, fills in for other staff when needed	Average of $19.76 per hour x 40 hours per week x 52 weeks x 74.9961%	$ 30,824
Overtime: cost of hourly staff's overtime when necessary	Average rate of $35.46 per hour x .162697 hours of overtime per week x 52 weeks x 100%	$ 300
Personnel subtotal		*$ 89,569*
Employee Benefits - 23% of staff time	$89,569 x 23%	$ 20,601
Personnel total	-	$ 110,170
-	-	-
Operating Narrative	**Operating Calculation**	
Fees: Live scan fees for new staff and alarm company costs to ensure safety of the office.	$27 per month x 12 months x 50%	$ 162
Advertising: Cost to promote job openings due to staff turnover.	$220 annually x 50%	$ 110
Memberships: Cost of annual memberships such as CCAPP.	$600 annually x 50%	$ 300
Professional Fees: Cost of fees for professional services such as pest control.	$166 per month x 12 months x 50%	$ 996

Training Fees/Supplies: Cost for staff training on trauma informed skills, local resources, etc. These costs include items such as workbooks or class fees.	$2,500 annually x 50%	$ 1,250
Office Supplies: Paper, pens, binders, files, notebooks and other needed office supplies.	$916.67 per month x 12 months x 36.82%	$ 4,050
Food: Food for served meals at the MHH drop in center.	$916.67 per month x 12 months x 23.76%	$ 2,614
Laundry: Cost for participants to do laundry.	$125 per month x 12 months x 11.2%	$ 168
Printing/copying: Cost of monthly printing and copying at MHH.	$350 per month x 12 months x 8.33%	$ 350
Travel/Fleet Mileage: Mileage driven to provide MHH services.	21,374.0458 miles annually x 65.5 cents/mile (IRS rate) x 2.05%	$ 287
Program Supplies: Supplies needed for MHH programming, services, classes, etc.	$909.08 per month x 12 months x 71.5739%	$ 7,808
Assistance to Clients: Items to meet basic needs for clients including coats, shoes, bus tickets, assistance with vital record procurement, etc.	$333.33 per month x 12 months x 50%	$ 2,000
Office Rent: MHH office & drop in center rent.	$3,500 per month x 12 months x 37.752%	$ 15,856
MHH Utilities: Monthly utility costs including trash removal, electricity, propane, etc.	$1,287.50 per month x 12 months x 47.534%	$ 7,344
MHH Communications: Monthly phone/internet and cell phone expenses.	$900 per month x 12 months x 36.7963%	$ 3,974
Facility Repairs/Maintenance: Cost to repair and/or maintain drop in center in accordance with local health & safety standards. For example, minor unit repairs for kitchen, shower facilities, etc.	$3,200 annually x 50%	$ 1,600
Computer Equipment/Software: Cost of monthly timesheet tracking service for MHH staff.	$61.67 x 12 months x 50%	$ 370
Operating total		$ 49,239

Direct costs	Personnel + operating	$ 159,409
Indirect costs: Administrative costs including human resources, payroll, accounting, accounts payable/receiveable, benefit administration, agency databases, etc.	Total personnal & operating costs of $159,409 x 10%	$ 15,941
	Total requested funds:	$ 175,350

Exhibit C

Reporting Requirements

AB 109 Reporting	
Program Name: MHH	
Reporting Month:	
Data to Capture	**Totals**
Unduplicated needs assessments	
Unduplicated transportation services provided	
Unduplicated relapse prevention counseling	
Unduplicated Substance Use Disorder referrals	

Data To Capture	**Totals**
Unduplicated number of participants in the anger management program	
Unduplicated number of graduations from anger management	
Unduplicated number of participants in the BIP	
Unduplicated number of graduations from BIP	
Number of PRCS/1170 client initial needs assessments	
Unduplicated number of clients referred to treatment programs	

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-372

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Ryan Oliphant, Chief Probation Officer

RE: Approve an Agreement with the Franchise Tax Board for Renewed Participation in Court Ordered Debt Program (FTB COD) for the Period of June 1, 2023 to May 31, 2026; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with the Franchise Tax Board for Renewed Participation in Court Ordered Debt Program (FTB COD) for the Period of June 1, 2023 to May 31, 2026; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Revenue & Recovery has been referring delinquent Probation accounts to FTB COD for collection since July 1, 2010. FTB COD utilizes wage information on all California employees, and interest and dividend information on all California accounts. Once assets are located, FTB COD administratively issues levies to identified sources on bank accounts, an Earnings Withholding Order to an employer, or a Continuous Order to Withhold to a miscellaneous payer for commissions, rent, and royalties. FTB COD also has the authority to seize both real and personal property. FTB COD program has collected approximately $686,489 since our first payment was received in September, 2010.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board previously approved the agreement between the Franchise Tax Board and Mariposa County Probation (Resolution 11-116, dated 4/5/2011, Resolution 2014-285, dated 6/17/2014, Resolution 2017-317, dated 5/23/2017, and Resolution 2020-449, dated 7/28/20) for collection services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board previously established a Revenue & Recovery Division under the auspices of the Probation Department for the collection of delinquent restitution, fines, fees and other financial obligations. Pursuant to PC1463.007(o), participation in the FTB COD program is a component of the Comprehensive Collection Program.

FINANCIAL IMPACT

No impact to the General Fund. FTB COD has offered Revenue & Recovery, a powerful tool for the collection of previously uncollectible accounts.

ATTACHMENTS

1. FTB COD Agreement 6-1-23 to 5-31-26

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

SCO ID: 7730-00000000000000000000091375

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
00000000000000091375	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Franchise Tax Board

CONTRACTOR NAME

County of Mariposa for the benefit of its Probation Department

2. The term of this Agreement is:

START DATE

June 1, 2023 or date of approval, whichever is later,

THROUGH END DATE

May 31, 2026

3. The maximum amount of this Agreement is:

FTB will charge an Administration Fee in accordance with the governing R & TC (19280-19283) as amended by subsequent legislation.

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

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	6
	Exhibit B	Budget Detail and Payment Provisions	2
	Exhibit C *	General Terms and Conditions	GTC417
+ -	Exhibit D	Special Terms and Conditions	2
+ -	Exhibit E	Court-Ordered Debt Record Layout	14

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Mariposa for the benefit of its Probation Department

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
P.O. Box 76	Mariposa	CA	95338
PRINTED NAME OF PERSON SIGNING: Miles Menetrey	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

SCO ID: 7730-00000000000000000000091375

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
00000000000000091375	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Franchise Tax Board			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
P.O. Box 2086	Rancho Cordova	CA	95741
PRINTED NAME OF PERSON SIGNING	TITLE		
Michael A. Banuelos	Procurement and Contracting Officer or Designee		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	SCM Vol. 1, 4.04.A.2		

EXHIBIT A
SCOPE OF WORK

Purpose

This Agreement is entered into between the Franchise Tax Board's Court-Ordered Debt Collections Program, hereinafter referred to as "FTB-COD," and the Mariposa County Probation, hereinafter referred to as the "Court/Client," for the purpose of the collection of unpaid court-ordered fines, monetary sanctions, forfeitures and penalties by the Franchise Tax Board (Agreement).

The Parties agree to abide by all provisions of this Agreement. Exhibits A, B, D and E attached hereto, and Exhibit C incorporated by reference herein, set forth additional terms to which the parties agree to be bound.

Legal Authority

This Agreement is authorized under California Revenue and Taxation Code (R&TC) Sections 19280 through 19283 and Penal Code Sections 1463.010 through 1463.012.

Duration

1. **Term:** The term of this Agreement will be from June 1, 2023 or date of approval, whichever is later, through May 31, 2026.

2. **Amendments:** This Agreement may be amended by FTB-COD in writing, effective upon signing by authorized representatives of FTB-COD and Court/Client. No alteration or variation of the terms of this Agreement by the Court/Client shall be valid unless made in writing and signed by the parties hereto. Should an Agreement change be necessary, the current Agreement terms will remain in effect until a new Agreement has been signed by all parties.

3. **Cancellation:** Either party may terminate this Agreement for any reason upon thirty (30) days' prior written notice. This Agreement may be terminated immediately, to be followed by written notice, by either party upon material breach by the other party of the terms of this Agreement.

General Provisions

The Contract Administrators for this Agreement shall be the following persons:

Franchise Tax Board
FTB - Court-Ordered Debt Collections
Valorie Reynon
PO Box 1328
Rancho Cordova, CA 95741-1328
Phone: (916) 845-7420
Email: Valorie.Reynon@ftb.ca.gov

Mariposa County Probation
Carla Shelton
Executive Assistant
PO Box 76
Mariposa, CA 95338
Phone: (209) 742-1285
Email: cshelton@mariposacounty.org

Return signed Agreement to:

Franchise Tax Board
FTB - Court-Ordered Debt Collections
Angela Desmangles
PO Box 1328, Mailstop A-111
Rancho Cordova, CA 95741-1328
Phone: (916) 845-3779
Email: Angela.Desmangles@ftb.ca.gov

EXHIBIT A
SCOPE OF WORK

Definitions:

1. "Delinquent Amount" is the amount of court-ordered fine, fee, state or local penalty, forfeiture, restitution fine, failure to appear fine, restitution order, or combination thereof, which has not been paid 90 days after payment of the amount first becomes delinquent.

2. "Case" is a Delinquent Amount owed by a person or debtor that has been referred by the Court/Client to FTB-COD for collection.

3. "Account" is the primary location of a debtor's Case or Cases from one or more Court/Client. A unique identification number is assigned by FTB-COD to each debtor that is assigned to our collection program.

4. "Pro Rata Distribution": If the amount collected on an Account is not sufficient to satisfy the sum of the amounts due on each Case comprising the Account referred for collection, then the amount collected shall be distributed on a pro rata basis as provided in R&TC Section 19282, subdivisions (a) and (d). The amount collected will be allocated on a percentage basis to each Case comprising the Account. The Pro Rata Distribution for each Case will be calculated by dividing the current balance due for the Case by the total balance due for the Account, multiplied by the amount to be distributed for the Account.

5. "Administrative Fee": The cost for FTB-COD to administer the program, as provided in R&TC Section 19282.

Court/Client Responsibilities:

1. **Account/Cases and Amounts Referred for Collection:** The Court/Client is responsible for referring accounts that comply with criteria and dollar amount minimums set forth in R&TC sections 19280-19283 and Penal Code section 1463.010 - 1463.012. The amount referred by the Court/Client may include any interest that accrued prior to the date of referral. The Court/Client may update the debt balance to include any additional accrued interest through the FTB secure automated information exchange process.

   Prior to referring cases to FTB Court Ordered Debt for collections, the Mariposa County Probation is required to send a sequence of three collection letters at a minimum of 30-day intervals. If a reply or payment is not received within 30 days after sending the first letter, the Mariposa County Probation will send a second letter. This follow-up letter will reference the original request for payment letter and will be stated in a stronger tone. If a response is still not received from the debtor, a third letter will be sent 30 days later. This last letter will include reference to prior letters and will state what further actions, including collection fees, may be taken in the collection process.

   The Mariposa County Probation is required to notify the debtor in writing at the last address of record that the alleged AR debt will be referred to FTB Court-Ordered Debt for collection, unless the debt is paid or appealed within a specified time period. The notification regarding referral of the debt may be included in or with the third required letter, or may be sent as a separate letter. The referral notice must be in writing and sent to the last address of record.

2. **FTB-COD Reimbursement:** The Court/Client agrees to work cooperatively with FTB-COD to resolve erroneous payment/debtor refund issues. The Court/Client will be responsible for reimbursing FTB-COD when:

   - FTB-COD initiates the transmittal of funds to the Court/Client.

EXHIBIT A
SCOPE OF WORK

- Debtor's check to FTB-COD has been identified as a "Bad Check", and such funds have been transmitted to the Court/Client.
- Credit card payments are charged back or reversed by debtor, and such funds have been transmitted to the Court/Client.
- FTB-COD erroneously collected money as a result of inaccurate Case data provided by the Court/Client and sent the funds collected to the Court/Client.

3. **Case Balance Adjustments Made by the Court/Client:** Case adjustments to the amount of fees and fines imposed on a person/debtor for Cases referred and accepted by the FTB-COD, which are the result of judicial review of the Case or payments and/or credits received from the person/debtor, must be immediately communicated by the Court/Client to FTB-COD through the FTB secure automated information exchange process. Case balance adjustments made to Cases referred to and accepted by the FTB-COD that are adjusted by the Court/Client while subject to the FTB-COD collection procedures are not eligible for refund of administration fees, if such adjustment resulted in over collection of the Case balance.

4. **Court/Client Collection Activity Suspended:** With the exception of referring accounts to the FTB Interagency Intercept Collections Program, the Court/Client will refrain from any and all collection activity, including referring the Cases/Accounts to another contractor for collection action, on any Cases/Accounts that have been referred to the FTB under this Agreement.

5. **Court/Client to Resolve Disputes with Debtor:** Cases referred to FTB-COD are deemed final, due and payable in full. Questions or disputes that are raised with FTB-COD by a debtor regarding the accuracy of the debt will be referred back to the Court/Client for resolution. FTB-COD collection activity may, at FTB-COD's sole discretion, be suspended pending resolution of the issue.

6. **Information Exchange:** Case Information must be exchanged with FTB-COD through the FTB secure automated information exchange process. The FTB will provide a schedule for weekly processing of client new referrals and Case updates to the FTB, and updates back to the Court/Client. Specific Case information exchanged is contained in the record layout and is used to manage the Case collection process. The Court/Client agrees to follow the most currently prescribed record layout identified in Exhibit E.

   FTB-COD will provide an Action File through the FTB secure electronic information exchange process. Data on this file includes, but is not limited to, bills sent to the debtor and Cases withdrawn, returned or rejected and sent back to the Court/Client. The Court/Client agrees to process the FTB-COD Action file and to update their case management system before submitting their next Case information file.

7. **Payment Notification:** The Court/Client will provide to the FTB-COD a weekly report of any payments received on referred Accounts, regardless of the payment source and location received/collected.

8. **Distribution of Money Collected:** The Court/Client is responsible for distributing amounts received under this Agreement in accordance with applicable law.

9. **Refunds and Administration Fees:** If Cases are referred to the FTB-COD with inaccurate Case data, resulting in payments collected erroneously, the Court/Client will refund the erroneously collected payments to the affected parties. The Court/Client agrees to refund the full amount of erroneously collected funds, to include the administration fees, if assessed by the FTB-COD.

EXHIBIT A
SCOPE OF WORK

10. **Information to be made available:** The Court/Client will make available to the FTB-COD, for use in its collection efforts, all necessary information and the sources of the information, as well as enforcement remedies and capabilities available to the court.

FTB-COD Responsibilities:

1. **Collection and Support Services:** FTB-COD will determine the appropriate enforcement remedies and/or services to be utilized for the collection of amounts referred under this Agreement. To the extent authorized by Revenue and Taxation Code Section 19280, subdivision (d)(2), any enforcement remedies and capabilities available to the court shall apply without limitation to Delinquent Amounts referred under the provisions of Revenue and Taxation Code Sections 19280 - 19283 and this Agreement.

   Support Services: FTB-COD provides the Court/Client with the following services:

   - Telephone access for the Court/Client liaisons, available Monday through Friday during typical business hours, except observed state holidays.
   - New and Refresher Client Service Training.
   - Monthly Collections Report.
   - On a weekly basis, FTB-COD is to provide the Court/Client with a schedule of payments received and applied to the applicable accounts.
   - Updates on policies, procedures, and applicable business news through periodic communication notices via email.
   - Conference calls for resolution of issues that cannot be resolved through normal Client Liaison telephone contact.
   - Call Center for debtors available Monday through Friday, except observed state holidays.
   - In the event of a disaster, FTB-COD may not be able to fulfill the aforementioned services until such time as FTB-COD can resume normal business operations.
   - Informational Website to include frequently asked questions and technical Updates: My Court-Ordered Debt Account - General Information

2. **FTB-COD Data Sources: Confidentiality of Debtor Information:** The Information Practice Act, Public Records Act, and Revenue and Taxation Code prohibit FTB-COD from disclosing to the Court/Client personal debtor information secured by our collection efforts. In addition, this Agreement does not provide for the use of confidential Federal Tax Returns or confidential tax return information obtained from the Internal Revenue Service.

3. **Notification of Party Holding Funds or Assets Regarding Limitations on Amount to be Remitted:** With respect to a debt described in and referred to FTB under R&TC Section 19280(a), FTB shall include in the levy or order to withhold under R&TC Section 19280(c), notice to the party holding funds or assets that there may be limitations on collection of the amount claimed. FTB may refer the party holding funds or assets to a statute, website or other source for further information.

4. **Case and Data Retention:** All records received by FTB-COD, and any database created, copies made, or files attributed to the records received, will be destroyed when no longer needed for the business purpose for which they were originally obtained. Data will be destructed in accordance with established FTB Data Retention Guidelines, which specify retention for four (4) years from the date the last active Case on the Account was withdrawn or closed. The records shall be destroyed in a manner to be deemed unusable or unreadable, and to the extent that an individual record can no longer be reasonably ascertained.

EXHIBIT A
SCOPE OF WORK

Note: Account records will not be destroyed per the Data Retention Guideline if:

- A payment was received within the previous four (4) years
- A payment issue is being reviewed
- A credit balance exists on the Account
- A refund, fund transfer or general fund credit existed on the Account within the last four (4) years

5. **Return of Cases:** FTB-COD, at its sole discretion, may return any Case that has been pursued for collection to the most practicable extent. Cases will be returned to the Court/Client when any of the following conditions apply:

   - After 12 months, when a Case does not have or FTB-COD cannot verify the social security number (SSN) provided by client, and known assets and payments have been collected.
   - After 24 months, when the Case has a social security number but we have no activity.
   - Debtor files Bankruptcy.
   - Higher priority debt has been confirmed.
   - Confirmation that a debtor is deceased.
   - A zero balance due.

6. **FTB-COD Installment Agreement:** FTB-COD may, upon proof of debtor's financial condition, in its sole discretion, enter into an installment agreement with the debtor.

7. **Potential Incorrect Debtor (PID)/Identity Theft:** When FTB-COD identifies identity theft or potential incorrect debtor information, the FTB-COD will take appropriate action to remedy resulting adverse effects. Such action will include, but is not limited to:
   - Contact appropriate Courts/Client(s) contact(s) by phone to inform them of potential identity theft
   - Notify the referring client if the referring client provided the incorrect name and/or identifying information, such as the social security number. The referring Court/Client will either withdraw the Case or provide correct identifying information.
   - Release all orders on account. (Earnings Withholding Order and Order to Withhold).
   - Withdraw all Cases and return to the appropriate Courts/Client(s).
   - Identify any misapplied funds and request a refund from the recipient of the funds or, if not recovered, from Court/Client (if applicable).

8. **Audit By the Court/Client**: FTB-COD agrees that those matters connected with the performance of any work done under this Agreement, including, but not limited to, the costs of administering the Agreement, may be subject to the examination and audit by the Court/Client or its authorized representative, for a period of three (3) years after final payment is made.

9. **Audit Report**: In the event an audit is conducted of the FTB-COD, specifically as to this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the FTB-COD or otherwise specified regarding this Agreement, then FTB-COD shall file a copy of such audit report with the Court/Client within thirty (30) days of FTB-COD's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. The Court/Client shall maintain the confidentiality of such audit report(s) to the extent required by law.

10. **Return of Any Surplus Administrative Fees:** FTB will charge the maximum 15% Administrative Fee permitted by R&TC Sections 19280-19283, as amended by subsequent legislation, on any and all

EXHIBIT A
SCOPE OF WORK

payments received by the Mariposa County Probation on Cases assigned to FTB-COD. FTB will review its costs annually in arrears, calculate any surplus of administrative fees received by FTB and return such excess to Mariposa County Probation on a pro rata basis with FTB's other clients based on the amount of administrative fees paid.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Deposits to State Treasury:** All amounts collected by FTB-COD for amounts owing on delinquent court-ordered debts shall be transmitted to the State Controller's Office for deposit in the Court Collection Account. Amounts collected pursuant to this program are amounts collected pursuant to a comprehensive program, as provided in Section 1463.007 of the Penal Code.

2. **State Controller Distribution:** The State Controller's Office shall transfer amounts collected to the Court/Client, less the administrative costs of the program. The amount deducted by FTB-COD for administrative costs shall not exceed the maximum percentage of the amount collected that is authorized by Revenue and Tax Code (R&TC) Section 19282. The State Controller's Office shall make transfers to Court/Client at least once each month. This Agreement makes no provision for any such other direction of amounts recovered. This provision shall not be construed to preclude or affect any contractual Agreement by the State Controller and the Court/Client regarding transfers, except as to the deduction for costs of administration.

3. **Invoicing:** For any administrative fees, funds identified as erroneous collections, and/or dishonored checks that are owed by the Court/Client, FTB shall submit an invoice quarterly in arrears to:

   Mariposa County Probation
   5091 Bullion Street
   Mariposa, CA 95338

4. **Payments Collected In Error:** Payments collected due to the error of FTB-COD will be refunded to the affected parties by FTB-COD. The Court/Client will not be assessed administrative fees on those payments.

5. **Partial Recovery - Pro Rata Distribution:** If the amount collected on an Account is not sufficient to satisfy the amounts referred for collection, then the amount collected shall be distributed on a pro rata basis as provided in R&TC Section 19282, subdivisions (a) and (d). The Pro Rata Distribution on each Case shall be a percentage of the amount to be distributed on the Account that is equal to the current balance due for the Case divided by the total current balance due on the Account.

6. **Administrative Fees:** Payments to Cases referred to the FTB-COD for collections and accepted by the FTB-COD are subject to an administrative fee as provided for in R&TC Section 19282. FTB-COD may receive administrative fees for amounts collected within one year from the return of a Case to Court/Client, subject to the fiscal provisions in this Agreement and provisions relating to payments deemed to have been FTB-COD collected. Administrative fees will be assessed on payments received and applied to referred Cases, regardless of where or by whom payment is made, subject to the following exceptions:

   - Payments collected through the FTB Interagency Intercept Collection program (R&TC 19280-19283).
   - Payments collected through liens filed by the Court/Client or an agent for the Court/Client prior to referral to FTB-COD.
   - The payment is collected after the FTB-COD has returned the Case/Account under guidelines set forth in this Agreement, and the FTB-COD cannot prove that the collection resulted from FTB-COD collection activity.
   - Payments that the Court/Client can prove did not result from FTB-COD collection activity

7. **Refunds and Administration Fees:** FTB-COD will refund monies, not yet transferred to the respective Court/Client, to the affected parties wherefrom money was collected erroneously as a result of FTB-COD's

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

actions. Administration fees will not be assessed on monies collected in error by the FTB-COD.

8. **Payment Application for Withdrawn or Returned Cases:** Payments received by FTB-COD on Cases that have been withdrawn and/or returned will be applied in the following order:

   - Recovery of bad checks
   - To the last Case that was withdrawn\returned.

   Any refund issues resulting from payments on the above Case types will be the responsibility of the Court/Client.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **Statement of Confidentiality:** The Franchise Tax Board has confidential taxpayer tax returns and other confidential data in its custody. Unauthorized inspection or disclosure of State returns or other confidential taxpayer data is a misdemeanor (Revenue and Taxation Code Sections 19542, 19542.1, 19542.3 and 19552, and Government Code Section 90005). Unauthorized inspection or disclosure of confidential data that includes Federal returns and other data is a felony (Internal Revenue Code Sections 7213A(a) (2) and (b) and 7213(a) (2), respectively).

   Each party recognizes its responsibility to protect the confidentiality of the information in its custody as provided by law and ensure that such information is disclosed only to those individuals and for such purposes as are authorized by law and this Agreement.

2. **Use of Information:** Each party receiving data agrees that the information furnished or secured pursuant to this Agreement shall be used solely for the purposes described in the Scope of Work of Exhibit A. Each party receiving data further agree(s) that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than as identified in the Scope of Work of Exhibit A.

3 **Employee Access to Information:** FTB-COD agrees that the information obtained will be kept in the strictest confidence and shall be made available to its own employees only on a "need-to-know" basis. The "need-to-know" standard is met by authorized employees who need the information to perform their official duties in connection with the uses of the information authorized by this Agreement. FTB-COD agrees to ensure that the information received under this Agreement is disclosed only to those individuals and for such purposes as are specified in this Agreement. Each party recognizes its responsibility to protect the confidentiality of the information in its custody as provided by law and ensure that such information is disclosed only to those individuals and for such purposes as are authorized by law and this Agreement.

4. **Contingency Clause to Budget Act:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force or effect. In this event, the State shall have no liability to pay any funds whatsoever to the Court/Client or to furnish any other consideration under this Agreement, and the Court/Client shall not be obligated to perform any provisions of this Agreement.

   If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability accruing to the State, or offer an Agreement amendment to the Court/Client to reflect the reduced amount.

5. **Dispute Resolution:** In the event of a dispute, the "Court/Client" shall file a "Notice of Dispute" with FTB's Chief Financial Officer within ten (10) days of discovery of the problem. Within ten (10) days, FTB's Chief Financial Officer, or his/her designee, shall meet with the "Court/Client's" Designee for purposes of resolving the dispute. The decision of the Chief Financial Officer shall be final.

6. **Survival of Obligation to Protect Data:** Each party's obligation to protect the data and information received from the other party shall survive the expiration or termination of this Agreement. In the event a party continues to provide any data or information to the other party after the expiration or termination of this Agreement, the receiving party agrees to continue to protect all such data and information received in accordance with the provisions of this Exhibit D, and all applicable state and federal laws.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

7. **Executive Order N-6-22 Russia Sanctions**: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

COD DEBTOR INFORMATION FILE

Revision Date: 02.17.2017

SUMMARY RECORD

The summary record is the control record and contains summary information for the detail records. Multiple sets of detail records may be sent to FTB in a single file. However, for each set of detail records in the file, one summary record must be included and must follow the set of detail records it summarizes. All Summary Records submitted must include the "file create date" and "file create time."

Number	Required	Offset	Name	Width	Notes	Values
1	X	1 - 1	Record Type	1	This is an indicator to identify the record type. Summary (1) or Detail (2).	1
2	X	2 - 4	Debt Type	3	"COD"	COD
3	X	5 - 6	County Code	2	Standard CA County Code – Enter '99' if not a CA County	
4	X	7 - 11	Client ID	5	FTB-generated ID used to uniquely identify each client from which the case originated.	
5	X	12 - 16	Sender ID	5	FTB-generated ID used to uniquely identify the sender of the file. This will be either a Client ID or a Service Provider ID.	
6	X	17 - 25	Total Records	9	Total number of detail records per client ID. Zero-filled (e.g., 100 =000000100)	
7	X	26 - 39	Total Case Balance	14	Total of all cases by client ID. In dollars and cents; sum of referred principal and interest; zero-filled. (e.g., $100,222.44 = 00000010022244). Optional; if not used enter all zeroes.	
8	X	40 - 47	File Create Date	8	Date this file was created. MMDDYYYY	
9	X	48 - 53	File Create Time	6	Time this file was created (24-hour clock). HHMMSS	

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

COD Debtor Information File Requirements

Detail Record

- New Cases submitted must have a complete first and last name of the debtor.
- New Cases submitted must have either a social security number or a date of birth or a driver's license number. Driver's license state of residence is optional.
- New Cases submitted must have a balance equal to or greater than $25.00 with an aggregate account balance equal to or greater than $100.00.
- New Cases with incomplete or undeliverable addresses will be rejected per National Change of Address (NCOA).
- Duplicate Case records will result in all duplicates being rejected.
- New Cases submitted must provide the "current Case balance." This replaces the principal and interest fields on the current record layout.
- Cases submitted must have a "Client ID" number on the record. The Client ID number (Field #10) in the Detail Record must match the Client ID number (Field #4) in the accompanying Summary Record. The Client ID number will be provided by COD to the client.
- Case submitted must have a "Service Provider ID" number if using a service provider. The Service Provider number will be provided by COD to the client. Clients are not required to use a Service Provider.
- Revised Cases with balance changes must include the "Revised Balance Reason Code," the "Balance Adjustment" and the "Balance Adjustment Date." Balance revisions will be rejected without this information.
- When revising a Case balance, the amount of the adjustment must be provided, not the adjusted Case balance amount.
- All Withdrawn Cases should provide a withdrawn reason code on the Case record.
- Debtor in bankruptcy will have their Case(s) either rejected or returned (Return Reason Code 64).
- New Cases submitted may have a Case origination date (optional).

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

DETAIL RECORD

This is the primary portion of the file and contains individual case-level information.

Number	Required	Offset	Name	Width	Notes	Values
1	X	1 - 1	Record Type	1	This is an indicator to identify the record type. Summary (1) or Detail (2).	2
2	X	2 - 4	Debt Type	3	"COD"	COD
3	X	5 - 6	Action Type Code	2	This field will indicate if the case record is New, Revised or Withdrawn:	
					N - New	N
					W - Withdrawn	W
						R
4	X*	7 - 18	Current Case Balance	12	*Required only for New cases (N). Sum of principal and interest for this case (if any); zero- filled (e.g., $252.44 = 000000025244). Do not adjust balance based on payments you received from FTB.	
5		19 - 20	Withdrawn Reason Code	2	Optional. Only used for Withdrawn cases (ЬW):	
					PC - Payment Arrangement Made by Client	PC
					CD - Case Dismissed	CD
					HD - Hardship	HD
					BK - Bankruptcy	BK
					DC - Deceased	DC
					IC - Incarcerated	IC
					UC - Uncollectable	UC
					PF - Paid In Full	PF
					TO - Tax Intercept/Offset	TO
					IB - Incorrect Balance	IB
					HP - Court Hearing Pending	HP
					PA - Court Payment	PA
					SE - Sent in Error	SE

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

Number	Required	Offset	Name	Width	Notes	Values
6	X*	21 - 22	Revised Balance Reason Code	2	*Required only for Revised cases (R) with Balance changes:	
					TI - Tax Intercept/Offset	TI
					CP - Court Payment	CP
					CI - Court Adjustment (Increase)	CI
					CA - Court Adjustment (Decrease)	CA
7	X*	23 - 34	Balance Adjustment Amount	12	* Required only for Revised cases (R) with Balance changes.	
8	X*	35 - 42	Balance Adjustment Date	8	* Required only for Revised cases (R) with Balance changes. (MMDDYYYY).	
9	X	43 - 44	County Code	2	Standard CA County Code – Enter '99' if not a CA County	
10	X	45 - 49	Client ID	5	FTB-generated ID used to uniquely identify each client from which the case originated; must match the Client ID in the Summary Record that corresponds to this Detail Record.	
11		50 - 54	Service Provider ID	5	FTB-generated ID used to uniquely identify a service provider.	
12	X	55 - 84	Client Case Number	30	Case number assigned by the Client.	
13		85 - 94	Client Participant ID	10	Participant ID assigned by the Client	
14	X	95 - 103	SSN	9	Requirement: Record must include at least one of the following:(SSN, DL, or DOB): Social Security Number (SSN) OR Driver's License (DL) Number AND DL State (optional) OR Date of Birth	
15		104 - 123	Driver License Number	20		
16		124 - 125	Driver License State	2		
17		126 - 133	Date of Birth	8		
18	X	134 - 150	Last Name	17	Debtor's last name	
19	X	151 - 161	First Name	11	Debtor's first name	
20		162 - 162	Middle Initial	1	Debtor's middle initial	

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

Number	Required	Offset	Name	Width	Notes	Values
21	X*	163 - 192	Street 1	30	*Required only for New cases (N); Optional for Revised cases (R); Ignored for Withdrawn cases (W). See Address format tips below: Military addresses: Use same fields as for domestic addresses; with following changes: Use 'APO' or 'FPO' for city and 'AE', 'AA', or AP' as state International addresses: Enter in the City field: City Name, City Codes, Provincial Names, or Mail Codes Zero-filled (e.g., $252.44 = 000000025244)	
22		193 - 222	Street 2	30		
23		223 - 227	Apartment/Unit Number	5		
24		228 - 244	City	17		
25		245 - 246	State	2		
26		247 - 276	Country	30		
27		277 - 285	Zip Code	9		
28		286 - 286	Address Status	1	Status of the address	
					R - Returned Mail/Bad Address	R
					F - Foreign Address	F
					G - Good Address	G
29		287 - 294	Address Status Date	8	Date the debtor's address status was determined (MMDDYYYY).	
30		295 - 303	SSN1	9	Additional SSN: Complete if debtor have more than one SSN	
31		304 - 312	SSN2	9	Additional SSN: Complete if debtor have more than one SSN	
32		313 - 321	SSN3	9	Additional SSN: Complete if debtor have more than one SSN	
33		322 - 338	AKA-1 Last Name	17	AKA: Also Known As name for debtor	
34		339 - 349	AKA-1 First Name	11	AKA: Also Known As name for debtor	
35		350 - 350	AKA-1 Middle Initial	1	AKA: Also Known As name for debtor	
36		351 - 367	AKA-2 Last Name	17	AKA: Also Known As name for debtor	
37		368 - 378	AKA-2 First Name	11	AKA: Also Known As name for debtor	
38		379 - 379	AKA-2 Middle Initial	1	AKA: Also Known As name for debtor	
39		380 - 396	AKA-3 Last Name	17	AKA: Also Known As name for debtor	

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

Number	Required	Offset	Name	Width	Notes	Values
40		397 - 407	AKA-3 First Name	11	AKA: Also Known As name for debtor	
41		408 - 408	AKA-3 Middle Initial	1	AKA: Also Known As name for debtor	
42		409 - 418	Home Phone	10	Digits 1-3 are area code, digits 4-10 are phone number (##########)	
43		419 - 428	Business Phone	10	Digits 1-3 are area code, digits 4-10 are phone number (##########)	
44		429 - 430	Status of Debtor	2	Status of Debtor:	
					EM - Employed	EM
					UE - Unemployed	UE
					AF - AFDC	AF
					SSI - SI	SI
					GA - General Assistance	GA
					IC - Incarcerated	IC
					DC - Deceased	DC
					~~b~~B - Bankruptcy	~~b~~B
45		431 - 438	Debtor Status Date	8	Date the debtor's status was determined (MMDDYYYY)	
46		439 - 458	Other Driver License Number	20	Use for additional DL information	
47		459 - 460	Other Driver License State	2	Use for additional DL information	
48		461 - 470	Vehicle License Plate Number	10	Vehicle License Plate Number	

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

Number	Required	Offset	Name	Width	Notes	Values
49		471 - 478	Other Date of Birth/Case Origination Date	8	Debtor other known Date of Birth (DOB) or Case Origination Date - MMDDYYYY	
50		479 - 479	Sensitive Debtor Indicator	1	"Y" if debtor prone to violence, "N" if not	"Y" or "N"
51		480 - 480	Bad Check Indicator	1	"Y" if debtor sent bad checks, "N" if not	"Y" or "N"
52		481 - 481	Debtor Warrant Indicator	1	"Y" or "N" if debtor has outstanding warrant for arrest	"Y" or "N"
53		482 - 484	Violation Statute 1	3	Violation Statute 1 as provided by the client	
54		485 - 499	Violation Code 1	15	Violation Code 1 as provided by the client	
55		500 - 502	Violation Statute 2	3	Violation Statute 2 as provided by the client	
56		503 - 517	Violation Code 2	15	Violation Code 2 as provided by the client	
57		518 - 520	Violation Statute 3	3	Violation Statute 3 as provided by the client	
58		521 - 535	Violation Code 3	15	Violation Code 3 as provided by the client	
59		536 - 538	Violation Statute 4	3	Violation Statute 4 as provided by the client	
60		539 - 553	Violation Code 4	15	Violation Code 4 as provided by the client	
61		554 - 556	Violation Statute 5	3	Violation Statute 5 as provided by the client	
62		557 - 571	Violation Code 5	15	Violation Code 5 as provided by the client	
63		572 - 601	Description	30	Use to provide additional information on the case or debtor.	
64		602 - 611	Record ID	10	Client generated unique ID used to identify a record	

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

COD PAYMENT INFORMATION FILE

Revision Date: 4.21.2009

SUMMARY RECORD

The summary record is the control record and contains summary information for the payment detail records.

Number	Offset	Name	Width	Notes	Values
1	1 - 1	Record Type	1	This is an indicator to identify the record type. Summary (1) or Detail (2).	1
2	2 - 4	Debt Type	3	"COD"	COD
3	5 - 6	County Code	2	Standard CA County Code – Enter '99' if not a CA County	
4	7 - 11	Client ID	5	FTB-generated ID used to uniquely identify each client from which the case originated.	
5	12 - 20	Total Records	9	Total number of detail records per client ID. Zero-filled (e.g., 100 = 000000100)	
6	21 - 34	Total Amount	14	Sum of all payments for this unique claim schedule number. In dollars and cents; sum of all payments (regular and overpayment) Zero-filled. (e.g., $100,222.44 = 00000010022244).	
7	35 - 42	Claim Schedule Number	8	Unique number assigned to a payment batch.	
8	43 - 50	FTB Process Date	8	Date FTB closed the claim schedule.	
9	51 - 64	FTB Admin Fee	14	Total administration fee charged by FTB for this unique claim schedule number. (e.g., $100,222.44 = 00000010022244).	
10	65 - 78	Amount Remit to Client	14	Total payment amount minus the FTB administration fee. Total Amount - FTB Admin Fee. (e.g., $100,222.44 = 00000010022244)).	
11	79-127	Filler	48	Filler	

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

DETAIL RECORD

This is the primary portion of the file and contains individual payment-level information.

Number	Offset	Name	Width	Notes	Values
1	1 - 1	Record Type	1	This is an indicator to identify the record type. Summary (1) or Detail (2).	2
2	2 - 4	Debt Type	3	"COD"	COD
3	5 - 6	County Code	2	Standard CA County Code – Enter '99' if not a CA County	
4	7 - 11	Client ID	5	FTB-generated ID used to uniquely identify each client from which the case originated.	
5	12 - 16	Service Provider ID	5	FTB-generated ID used to uniquely identify a service provider.	
6	17 - 46	Client Case Number	30	Case number assigned by the Client.	
7	47 - 55	FTB Participant ID	9	Participant ID assigned by FTB	
8	56 - 64	SSN	9	SSN of Participant only if provided by the Client	
9	65 - 81	Last Name	17	Debtor's last name as provided by the client	
10	82 - 92	First Name	11	Debtor's first name as provided by the client	
11	93 - 93	Middle Initial	1	Debtor's middle initial as provided by the client	
12	94 - 102	Payment Amount	9	Payment Amount (e.g., $1,222.44 = 000122244)	
13	103 - 111	FTB Admin Fee	9	FTB Administration Fee charged for Payment Received for each case record (e.g., $1,222.44 = 000122244)	
14	112 - 119	Received Date	8	Date payment was received MMDDYYYY	
15	120 - 127	Payment Type	8	Type of Payment:	
				Regular	Regular
				Overpayment	Overpay

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

COD FTB ACTION FILE

Revision Date: 2.3.2015

Number	Offset	Name	Width	Notes	Values
1	1 - 2	County Code	2	Standard CA County Code – Enter '99' if not a CA County	
2	3 - 7	Client ID	5	FTB-generated ID used to uniquely identify each client from which the case originated.	
3	8 - 12	Service Provider ID	5	FTB-generated ID used to uniquely identify a service provider.	
4	13 - 42	Client Case Number	30	Case number assigned by the Client.	
5	43 - 52	County Participant ID	10	Participant ID assigned by the Client	
6	53 - 61	SSN	9	SSN of Participant if provided by the client	
7	62 - 78	Last Name	17	Debtor's last name as provided by the client	
8	79 - 89	First Name	11	Debtor's first name as provided by the client	
9	90 - 90	Middle Initial	1	Debtor's middle initial as provided by the client	
10	91 - 92	Action Taken Code	2	**Rejected Reason Codes**	
				01 - Case record was rejected because duplicate of another case record.	01
				02 - Case record was rejected because of invalid record type.	02
				03 - Case record was rejected because of invalid debt type.	03
				04 - Case record was rejected because of invalid action type code.	04
				05 - Case record rejected because of invalid county code.	05
				07 - Case record rejected because of blank client case number.	07
				08 - Case record rejected because new case record balance is less than $25.00 or Invalid.	08
				09 - Case record rejected because the case record does not contain at least one of the following fields: SSN, DL, or DOB	09
				11 - Case record rejected because Last Name is invalid.	11
				12 - Case record rejected because First Name is invalid.	12

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

Number	Offset	Name	Width	Notes	Values
				Rejected Reason Codes (cont'd)	
				13 - Case record rejected because case previously withdrawn or returned, and required modifications were not provided. Must provide updated or new debtor information not previously submitted.	13
				14 - Case record rejected because account balance is less than $100.00.	14
				15 - Case record rejected because case not found. Review case information.	15
				16 - Case record rejected because the address is Invalid. Refer to U.S.P.S. web site: http://pe.usps.gov/text/pub28/welcome.htm for assistance in formatting and mailing standards.	16
				17 - Case record rejected because case submitted as revised, but contains no revisions.	17
				18 - Case record rejected because revised balance reason, balance adjustment amount, and/or balance adjustment date were not provided or invalid.	18
				20 - Case record rejected because new case record received for an existing case. Resubmit as revised.	20
				22 - Case record rejected because one or more required fields are blank.	22
				23 - Case record rejected because the person or debtor is involved in an active bankruptcy case.	23
				24 - Case record rejected due to confidential reason(s). (Permanently Uncollectable)	24
				25 - Case record rejected due to confidential > 18 months in effect. Higher priority debt liability status still in effect.	25
				26 - Case record rejected because case previously returned and cannot be automatically reactivated. Contact FTB liaison for assistance - only when new address or asset information is available.	26
				27 - Case record rejected because Service Provider ID is invalid.	27

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

Number	Offset	Name	Width	Notes	Values
				Return Reason Codes	
				60 - Return Case: Unable to locate debtor with no SSN	60
				61 - Return Case: Zero Balance	61
				62 - Return Case: Confidential > 18 months Higher debt liability still in effect.	62
				63 - Return Case: Unable to locate asset with provided SSN	63
				64 - Return Case: Debtor in Bankruptcy	64
				65 - Return Case: Confidential Reasons Debtors collection status is permanently uncollectable.	65
				66 - Return Case: Uncollectable based on information on provided data	66
				Informational Update Codes	
				80 – Confidential Case accepted but debtor has a higher debt liability.	80
				81 - Demand for Payment Notice	81
				82 - Earnings Withholding Order	82
				83 - Order to Withhold	83
				84 - Continuous Order to Withhold	84
				85 - Installment Agreement notice	85
				86 - Case record withdrawn by Client.	86
				87 - Case record withdrawn by FTB	87

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

Number	Offset	Name	Width	Notes	Values
11	93 - 100	Action Date	8	Date the action was taken MMDDYYYY	
12	101 - 111	FTB Billing Number	11	FTB's unique number used to identify the specific notice. Will be populated only with the following codes: 81, 82, 83, 84, 85	
13	112 - 121	Record ID	10	Client generated unique ID used to identify a record	
14	122 - 732	Rejected Record Content	611	Data contained in the rejected record	

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

COD CLIENT RECONCILIATION REPORT - CSV FILE LAYOUT

Revision Date: 3.26.2009

Summary:

The Client Reconciliation Report is a comma-separated values CSV) file. Each line in the CSV file corresponds to a row in the report. Within each line, the fields are separated by commas. Each field belongs to one column in the report. The table below describes the data contained within each field.

Field Number in Line	Column Name in Report	Column Description
1	Client Case Number	The case number provided by the Client when the Client submitted the case to COD.
2	Case Status	The current COD case status associated with the Client Case number. Valid statuses = ACTIVE, WITHDRAWN, or RETURNED
3	Case Balance	The current COD balance for the case at the time of this report, in dollars and cents (e.g., 430.62).
4	COD Account Number	COD's internal participant Account Number associated with Client's case number. Two letters followed by seven numbers (e.g., CE1234567).
5	COD Account Status	The current COD account status. Valid statuses = OPEN or CLOSED
6	Client ID Number	The COD Client ID.
7	Date	The date this reconciliation report was created - MM/DD/YYYY (e.g., 01/13/2009).

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-373

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve Budget Action Transferring Funds within the Public Works Department Roads Fund to Capital Improvement Fund to Cover the Remaining Designs Cost of the Indian Peak and Harris Road Bridges ($162,000) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Transferring Funds within the Public Works Department Roads Fund to Capital Improvement Fund to Cover the Remaining Designs Cost of the Indian Peak and Harris Road Bridges ($162,000) (4/5ths Vote Required).

Both the Indian Peak and Harris Road bridges require reconstruction and must be funded separately from the Highway Bridge Program. The County has received $330,000 in State Transportation Improvement Program funds and $200,000 in FHWA Coronavirus Response and Relief Supplemental Appropriation Act Funds. A transfer of $162,000 from the Road Fund will cover the remaining costs to begin design.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On December 14, 2021, the Board adopted LTC Resolution 2021-30 approving the 2022 STIP project priority list. The Indian Peak and Harris Road bridges were emphasized as priorities.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action would delay the design of the bridges and there is limited life remaining in the existing structures.

FINANCIAL IMPACT

There is no impact to the General Fund.

ATTACHMENTS

1. **Budget Action**
2. **CRRSAA Funding**
3. **2022 Adopted STIP**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3300	300	60201	Miscellaneous Expense			162,000
3300	300	80111	Transfer Out		162,000	
5511	350	49101	Transfer In		(162,000)	
5511	350	70311	Roads and Bridges		162,000	
					162,000	162,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT

ACTION REQUESTED: (Check all that apply)

(x) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget , or transferring appropriation from Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit;

DEPT HEAD SIGNATURE [signature] DATE 6/6/23

APPROVED BY RES NO. CLERK DATE

DEPARTMENT Public Works - Roads

AUDITOR'S USE ONLY
BA #

CRRSAA STATUS (JANUARY 2022)			
MPO/RPTA/COUNTY	CTC DISTRIBUTION (CRRSAA Non-STIP)	CTC APPROVED (JANUARY 27, 2022)	REMAINING APPORTIONMENT
MTC REGION	$ 34,593,076	$ 34,593,076	$ -
SACOG REGION			
SACRAMENTO	$ 6,873,287	$ 3,350,000	***$ 3,523,287***
PLACER	$ 1,632,588	$ 1,632,588	$ -
EL DORADO	$ 729,695	$ 729,695	$ -
SUTTER	$ 457,152		***$ 457,152***
YOLO	$ 972,557		***$ 972,557***
YUBA	$ 348,183		***$ 348,183***
TRPA (not inc in SACOG)	$ 702,869	$ 702,869	$ -
SCAG REGION			
LOS ANGELES	$ 47,589,281	$ 32,426,824	***$ 15,162,457***
SAN BERNARDINO	$ 9,960,528	$ 9,960,528	$ -
RIVERSIDE	$ 10,576,603	$ 10,576,603	$ -
ORANGE	$ 14,591,402	$ 1,186,007	***$ 13,405,395***
VENTURA	$ 3,972,460		***$ 3,972,460***
IMPERIAL	$ 842,182		***$ 842,182***
AMBAG REGION			
MONTEREY	$ 2,002,850		***$ 2,002,850***
SANTA CRUZ	$ 1,266,120		***$ 1,266,120***
SAN BENITO	$ 266,700		***$ 266,700***
OTHER			
ALPINE	$ 200,000		***$ 200,000***
AMADOR	$ 200,000		***$ 200,000***
BUTTE	$ 1,061,606		***$ 1,061,606***
CALAVERAS	$ 219,936	$ 219,936	$ -
COLUSA	$ 200,000		***$ 200,000***
DEL NORTE	$ 200,000		***$ 200,000***
FRESNO	$ 4,535,493		***$ 4,535,493***
GLENN	$ 200,000		***$ 200,000***
HUMBOLDT	$ 649,621	$ 630,214	***$ 19,407***
INYO	$ 200,000		***$ 200,000***
KERN	$ 4,088,143	$ 3,493,000	***$ 595,143***
KINGS	$ 738,212		***$ 738,212***
LAKE	$ 312,040		***$ 312,040***
LASSEN	$ 200,000		***$ 200,000***
MADERA	$ 727,996		***$ 727,996***
MARIPOSA	$ 200,000	$ 200,000	$ -
MENDOCINO	$ 423,875	$ 105,365	***$ 318,510***
MERCED	$ 1,234,325		***$ 1,234,325***
MODOC	$ 200,000	$ 200,000	$ -
MONO	$ 200,000	$ 200,000	$ -
NEVADA	$ 476,584		***$ 476,584***
PLUMAS	$ 200,000	$ 200,000	$ -
SAN DIEGO	$ 14,995,158	$ 14,995,158	$ -
SAN JOAQUIN	$ 3,300,215		***$ 3,300,215***
SAN LUIS OBISPO	$ 1,301,129		***$ 1,301,129***
SANTA BARBARA	$ 2,045,498	$ 2,045,498	$ -
SHASTA	$ 855,186		***$ 855,186***
SIERRA	$ 200,000		***$ 200,000***
SISKIYOU	$ 216,664		***$ 216,664***
STANISLAUS	$ 2,482,961		***$ 2,482,961***
TEHAMA	$ 306,240	$ 306,240	$ -
TRINITY	$ 200,000	$ 200,000	$ -
TULARE	$ 2,149,022	$ 2,149,022	$ -
TUOLUMNE	$ 267,163	$ 267,163	$ -
TOTAL	**$ 182,364,599**	**$ 120,369,786**	**$ 61,994,813**

2022 STATE TRANSPORTATION IMPROVEMENT PROGRAM - COUNTY SHARE

Does Not Include ITIP Interregional Share Proposal (See Separate Listing)

($1,000's)

Mariposa

Agency	Rte	PPNO	Project	Ext	Del.	Voted	Total	Project Totals by Fiscal Year						Project Totals by Component					
								Prior	22-23	23-24	24-25	25-26	26-27	R/W	Const	E & P	PS&E	R/W Sup	Con Sup
Highway Projects:																			
Mariposa Co	loc	212	Triangle Rd, PM 11.8-14.11, rehab			Jan-21	831	831	0	0	0	0	0	0	831	0	0	0	0
Mariposa CLTC		4957	Planning, programming, and monitoring			Jan-21	35	35	0	0	0	0	0	0	35	0	0	0	0
Mariposa Co	loc	3049	Merced Falls Rd, Phase I, PM 10.00-12.50, rehab				930	25	905	0	0	0	0	0	905	0	25	0	0
Mariposa CLTC		4957	Planning, programming, and monitoring				70	35	35	0	0	0	0	0	70	0	0	0	0
			Subtotal, Highway Projects				1,866	926	940	0	0	0	0	0	1,841	0	25	0	0
	Total Programmed or Voted since July 1, 2020						1,866												
COVID Projects																			
			Total 2021 Mid-Cycle STIP Programming				0	0	0	0	0	0	0	0	0	0	0	0	0
	PROPOSED 2022 PROGRAMMING																		
Highway Project Proposals:																			
Mariposa Co	loc	3049	Merced Falls Rd, Phase I, PM 10.00-12.50, rehab				-905	0	-905	0	0	0	0	0	-905	0	0	0	0
Mariposa Co	loc	3049	Merced Falls Rd, Phase I, PM 10.00-19.04, rehab				1,500	0	1,500	0	0	0	0	0	1,500	0	0	0	0
Mariposa Co	loc	3548	Indian Peak Road, PM 15.30-16.23, rehab			NEW	805	0	0	0	0	20	785	0	785	0	20	0	0
Mariposa Co	loc	3549	Old Toll Road, PM 10-10.68 & 12.67-15.22, rehab			NEW	1,500	0	0	0	0	1,500	0	0	1,500	0	0	0	0
Mariposa Co	loc	3550	Joe Howard Street, sidewalk improvements			NEW	287	0	0	0	0	40	247	0	247	0	40	0	0
Mariposa Co	loc	3551	East Whitlock Road, PM 16.72-17.82, rehab			NEW	830	0	0	0	0	830	0	0	830	0	0	0	0
Mariposa Co	loc	3552	Harris Road Bridge, PM 12.75, replace			NEW	910	0	0	0	0	0	910	0	910	0	0	0	0
Mariposa Co	loc	3553	Indian Peak Road Bridge, PM 15.35, replace			NEW	660	0	0	0	0	0	660	0	660	0	0	0	0
Mariposa CLTC		4957	Planning, programming, and monitoring				-35	0	-35	0	0	0	0	0	-35	0	0	0	0
Mariposa CLTC		4957	Planning, programming, and monitoring				123	0	35	13	25	25	25	0	123	0	0	0	0
			Subtotal, Highway Proposals				5,675	0	595	13	25	2,415	2,627	0	5,615	0	60	0	0
	Total Proposed 2022 STIP Programming						5,675												
2022 STIP COVID Project Proposals:																			
Mariposa Co	loc	3552	Harris Road Bridge, PM 12.75, replace			NEW	205	0	75	130	0	0	0	30	0	75	100	0	0
Mariposa Co	loc	3553	Indian Peak Road Bridge, PM 15.35, replace			NEW	125	0	25	100	0	0	0	25	0	25	75	0	0
			Total 2022 STIP COVID Programming				330	0	100	230	0	0	0	55	0	100	175	0	0

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-374

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Adopt a Resolution Authorizing the Mariposa County Sheriff to Apply for the California State Parks and Recreation Off Highway Vehicle Grant Fund Program; and Authorize the Sheriff to Sign the Grant Application and Any Documents Pertaining to this Grant (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Authorizing the Mariposa County Sheriff to Apply for the California State Parks and Recreation Off Highway Vehicle Grant Fund Program; and Authorize the Sheriff to Sign the Grant Application and Any Documents Pertaining to this Grant (Subject to Approval as to Legal Form by County Counsel).

The approximate total amount requested in the application is $100,000

This grant does require 25% match funds which will come from personnel costs already budgeted in fiscal year 24

This Financial Aid opportunity will be used for the Off-Highway Vehicle Enforcement and Education.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Mariposa County Board of Supervisors has approved similar requests in past years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should this authority not be granted the County and the Department will miss out on this funding opportunity and will impact the general fund.

FINANCIAL IMPACT

To receive a grant for approximately $100,000 from the California State Parks and Recreation OHV program

ATTACHMENTS

1. **OHV Draft Grant Application**
2. **GBR- Resolution Grant 23-24**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN:	None

Law Enforcement

Law Enforcement Needs

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ITEM 1. Proposed Project

The Mariposa County Sheriff's Office (MCSO) will enforce Off-Highway Vehicle (OHV) rules and regulations within the jurisdictional boundaries of Mariposa County on OHV legal Green Sticker vehicle routes and areas closed to OHV use. MCSO will focus its presence in the OHV recreational areas of Mariposa County. The MCSO OHV unit is in need of specialized equipment and vehicles to respond to medical emergencies and rescues in remote and steep mountain terrain. Our OHV unit would benefit by having some Off-Road Vehicles to access roads where our current equipment has a hard time accessing or cannot access at all. The MCSO currently has (4) Dual-sport motorcycles for our OHV unit, which were received used from another Sheriff's Office. The 4 Dual-sport motorcycles are in need of constant repairs and the MCSO is needing to increase our inventory to respond to emergencies, citizen complaints, provide safety and crime prevention in our OHV riding areas. The MCSO needs to purchase equipment that will be used to assist OHV riders, provide safety, and protect and serve the Mariposa community.

Mariposa County comprises 1,463 square miles with roughly 48 percent covered by national forests and park land; the Sierra National Forest and Stanislaus National Forest comprise 19 percent of the county, and Yosemite National Park comprises 29 percent. Additionally, another 7.8 percent of the county's land is managed by the United States Department of the Interior, Bureau of Land Management (BLM). Through partnerships with the Forest Service and BLM (Mother Lode Field Office), Deputy Sheriff's provide frequent educational outreach and routine patrols pertaining to OHV operations seven days a week. MCSO deputies will patrol popular OHV areas and provide aid and enforcement to the OHV public.

The Mariposa County Sheriff's OHV Unit is requesting funds to purchase equipment and for financial assistance for staff time which will enhance the OHV Unit's patrol and rescue capabilities. During the winter and spring time when snow and mud are present it makes it difficult to patrol the rough terrain with the current equipment we have. The OHV Unit is requesting two Polaris Ranger's and a Jeep Rubicon to use while on OHV patrol and to increase our presence in popular OHV areas.

The MCSO Public Information Officer (PIO) is available by telephone five days a week and publishes information to the public on current OHV laws. The Executive Assistant and Administrative Staff is also available 5 days a week to answer public concerns and questions regarding current OHV laws.

The grant request will fund the following as shown in the Project Cost Estimate (PCE):

- Labor for the Mariposa Sheriff's Office OHV unit to patrol and enforce OHV rules and regulations
- Safety Gear for OHV patrol to ensure the OHV Unit is equipped with proper personal protective equipment (PPE)
- Emergency equipment for safety and communication when on OHV patrol
- Equipment purchases of Off-Hwy Vehicles for OHV patrol
- Educational outreach for OHV specific education
- Indirect Costs for staff involved in oversight and budget of the proposed OHV grant funding

ITEM 2. Project Coverage

The geographic project area boundaries include all of Mariposa County. Mariposa County is in central California, adjacent to the San Joaquin Valley in the central Sierra Nevada. It is surrounded by Tuolumne County to the north and east, Madera County to the south, and Merced and Stanislaus counties to the west. The County of Mariposa is a popular tourist destination which attracts and provides an abundance of recreational activities, including OHV opportunities. There are approximately 25 miles of OHV trails in the Sierra National Forest and 213 miles of open roads to OHV use. There are approximately 7.5 miles of OHV trails in Stanislaus National Forest and 161 miles of open roads to OHV use. Some popular OHV destinations are Burma Grade, Schilling Road and Miami Mountain Trails in Fish Camp, CA. The OHV unit will provide coverage in the Stanislaus National Forest, Sierra National

Forrest, BLM land, County Roads and private properties. All Deputies in the OHV unit are fully empowered to enforce Off-Highway Motor Vehicle (OHMV) laws throughout the County of Mariposa

ITEM 3. Describe the frequency of the patrols

There are approximately thirty Deputies assigned to 936,300 acres of land within Mariposa County. Many of these areas patrolled are federal lands managed by Forest Service (approximately 320 square miles) and BLM (approximately 110 square miles). Deputies work in direct partnership with Federal and State agents to patrol these lands and provide public education and outreach, crime prevention, and focused enforcement actions to heighten safety in these areas.

The OHV patrol unit will consist of one Deputy, two Sergeants and one Captain assigned to enforce OHV laws such as proper registration, spark arrestors, helmet requirements, etc. The Mariposa County Deputies patrol seven days a week in areas popular to OHV use open to green sticker vehicles as well as areas closed to OHV use. The Deputy, Sergeants and Captain assigned to the OHV unit will patrol in a team of two, for ten hour shifts, once a month. Additional shifts will be scheduled as specific reactive needs occur such as: large group gatherings or quick response rescues.

ITEM 4. Deployment of Personnel

Grant funds will be used to pay for one Sheriff Deputy, two Sergeants and one Captain assigned throughout Mariposa County who will work overtime shifts on busy weekends and holidays in areas with frequent OHV use, utilizing vital equipment purchased with grant funds. The staff assigned to the OHV unit will be paid for out of grant funds and County funds already budgeted. The OHV unit will patrol areas frequented by OHV users throughout the year to guarantee a continued presence for positive contacts and assistance. The OHV unit will be assigned to OHV patrols, public education, quick-response rescue, enforcement and investigations. Additionally, focused efforts during hunting seasons will allow personnel to work with the public to ensure safe operation of motorized equipment on public lands. Mariposa County Sheriff Deputies will work with BLM and Forest Service Rangers to coordinate a partnered law enforcement presence. The Mariposa Sheriff's Office supports one Sheriff Deputy, two Sergeants and one Captain that make up the OHV unit.

District and County Information

A. California State Senate Districts

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL (https://findyourrep.legislature.ca.gov/) in your browser to determine the State Senate district(s).

☑ State Senate 14

B. California State Assembly Districts

Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL (https://findyourrep.legislature.ca.gov/) in your browser to determine the State Assembly district(s).

☑ State Assembly 05

C. California Congressional Districts

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (https://www.govtrack.us/congress/members/CA#map) in your browser to determine the Congressional district(s).

☑ Congressional District 4

D. County

Select one or more of the California Counties where the proposed project activities will occur.

☑ Mariposa

LE Certification

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Law Enforcement - Page 1

1. Identify areas with high priority law enforcement needs because of public safety, cultural resources, and sensitive environmental habitats, including wilderness areas and areas of critical environmental concerns:

   Areas with high priority law enforcement needs in Mariposa County include lands managed by United States Forest Service (USFS) and Bureau of Land Management (BLM). Specifically, areas in north county managed by the BLM open to OHV use such as Date Flat OHV Park, Burma Grade, Schilling Road, and Serpentine Loop Road. Additional land areas closed to OHV use such as the Merced River area and Area of Critical Enviromental Concern (ACEC) of 2,836 acres.

2. Describe how the proposed Project relates to OHV Recreation and will sustain OHV Recreation, motorized off-highway access to non-motorized recreation, or OHV Opportunities associated with the Project Area:

   This project will provide the enforcement of State and Federal OHV regulations, CVC code 38000 et al. and laws relating to OHV use and ensure user compliance and education. Additional funding for deputies will provide the protection of natural, historical and cultural areas and reduce future OHV user conflicts. Project funding will help to protect the rights of users who respect regulations and conserve natural resources while limiting potential damage created through OHV use to habitats, wildlife and cultural sites. The project will improve the overall recreating experience relating to OHV laws and safety by all (motorized and non-motorized) who recreate within Maripsoa County.

3. Describe the Applicant's formal or informal cooperation with other law enforcement agencies:

   The Mariposa County Sheriff's Office deputies frequently work in partnership with the surrounding BLM and Forest Service jurisdictional Law Enforcement Staff. Formal Annual Operations Plan's (AOP's) exist on both Stanislaus and Sierra National Forests, as well as formal cooperative in general LE needs. This includes office space within MCSO HQ to support BLM staff workspace when coordinating LE efforts.

Law Enforcement - Page 2

4. Does the Applicant recover a portion of the law enforcement costs directly associated with privately sponsored OHV events where sponsors have obtained a local permit? ○ Yes ◉ No

   Explain:

   We do not have any sponsored OHV events held in Mariposa County.

5. The Applicant agrees to implement a public education program that includes information on safety programs available in the area and how to report OHV violations? ◉ Yes ○ No

6. Describe the Applicant's OHV law enforcement training program including how the training program educates personnel to address OHV safety and natural and cultural resource protection:

   Deputies will be trained to identify public safety hazards and to respond to emergencies. Staff training includes first responder, sound testing and spark arrestor identification. Deputies work closely with BLM and Forest Service to address and patrol any environmental and/or cultural resources that may be threatened by unauthorized OHV use. Additional training supported by this project will focus on OHV laws; dedicated staff will carry Off-Highway Vehicle Law Enforcement Information booklets published by California State Parks.

Law Enforcement - Page 3

7. Is the proposed project in accordance with local or federal plans and the OHMVR Division Strategic Plan? ◉ Yes ○ No

8. LOCAL AGENCIES ONLY - Describe the Applicant's policies and/or agreements regarding enforcement on federal land:

   U.S. Forest Service (USFS) - Two (2) formal annual operating plans (AOP's) to support answering calls for

service, routine patrol, and investigations of criminal offenses occurring within the National Forest. One AOP for Patrol enforcement and on AOP for Narcotics enforcement.

9. COUNTIES ONLY - Describe how the OHV in-lieu of tax funds are being used and whether the use of these fees complements the Applicant's project:

Mariposa County does not receive any in-lieu tax funds directly from OHV activities and fees.

Law Enforcement - Page 4

10. APPLICANTS WHO MANAGE OHV RECREATION FACILITIES – Describe how your organization is meeting its operation and maintenance needs:

Currently there are no Mariposa County operated OHV recreation facilities.

11. The Applicant agrees to enforce the registration of OHVs and the other provision of Division 16.5 commencing with Section 38000 of the vehicle code and to enforce other applicable laws regarding the operation of OHVs? (●) Yes ( ) No

Project Cost Estimate

	FOR OFFICE USE ONLY: Version # _____ APP # _____		
APPLICANT NAME :	Mariposa County Sheriff's Office		
PROJECT TITLE :	Law Enforcement	**PROJECT NUMBER (Division use only) :**	G23-03-59-L01
PROJECT TYPE :	☑ Law Enforcement ☐ Restoration ☐ Education & Safety ☐ Acquisition ☐ Development ☐ Ground Operations ☐ Planning		
PROJECT DESCRIPTION :	The Mariposa County Sheriff's Office (MCSO) will enforce Off-Highway Vehicle (OHV) rules and regulations within the jurisdictional boundaries of Mariposa County on OHV legal Green Sticker vehicle routes and areas closed to OHV use. MCSO will focus its presence in the OHV recreational areas of Mariposa County. The MCSO OHV unit is in need of specialized equipment and vehicles to respond to medical emergencies and rescues in remote and steep mountain terrain. Our OHV unit would benefit by having some Off-Road Vehicles to access roads where our current equipment has a hard time accessing or cannot access at all. The MCSO currently has (4) Dual-sport motorcycles for our OHV unit, which were received used from another Sheriff's Office. The 4 Dual-sport motorcycles are in need of constant repairs and the MCSO is needing to increase our inventory to respond to emergencies, citizen complaints, provide safety and crime prevention in our OHV riding areas. The MCSO needs to purchase equipment that will be used to assist OHV riders, provide safety, and protect and serve the Mariposa community. Mariposa County comprises 1,463 square miles with roughly 48 percent covered by national forests and park land; the Sierra National Forest and Stanislaus National Forest comprise 19 percent of the county, and Yosemite National Park comprises 29 percent. Additionally, another 7.8 percent of the county's land is managed by the United States Department of the Interior, Bureau of Land Management (BLM). Through partnerships with the Forest Service and BLM (Mother Lode Field Office), Deputy Sheriff's provide frequent educational outreach and routine patrols pertaining to OHV operations seven days a week. MCSO deputies will patrol popular OHV areas and provide aid and enforcement to the OHV public. The Mariposa County Sheriff's OHV Unit is requesting funds to purchase equipment and for financial assistance for staff time which will enhance the OHV Unit's patrol and rescue capabilities. During the winter and spring time when snow and mud are present it makes it difficult to patrol the rough terrain with the current equipment we have. The OHV Unit is requesting two Polaris Ranger's and a Jeep Rubicon to use while on OHV patrol and to increase our presence in popular OHV areas. The MCSO Public Information Officer (PIO) is available by telephone five days a week and publishes information to the public on current OHV laws. The Executive Assistant and Administrative Staff is also available 5 days a week to answer public concerns and questions regarding current OHV laws. The grant request will fund the following as shown in the Project Cost Estimate (PCE): • Labor for the Mariposa Sheriff's Office OHV unit to patrol and enforce OHV rules and regulations		

	• Safety Gear for OHV patrol to ensure the OHV Unit is equipped with proper personal protective equipment (PPE) • Emergency equipment for safety and communication when on OHV patrol • Equipment purchases of Off-Hwy Vehicles for OHV patrol • Educational outreach for OHV specific education • Indirect Costs for staff involved in oversight and budget of the proposed OHV grant funding

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
DIRECT EXPENSES							
Program Expenses							
1	**Staff**						
	1. Staff-Mariposa Sheriff's Deputy Notes : Sheriff Deputy assigned to patrol areas open and closed to green sticker legal OHV use on Federal Lands in partnership with BLM and Forest Service. This request is for this deputy to respond to OHV emergencies, citizen complaints, OHV registration laws, prevent criminal activity, provide education on safety and updated OHV laws. The hours worked will be 120 overtime hours per year patrolling. Each shift will be 10 hours and done once a month.	120.0000	62.000	HRS	7,440.00	3,720.00	3,720.00
	2. Staff-Mariposa Sheriff's Sergeant Notes : Sheriff Sergeant assigned to patrol areas open and closed to green sticker legal OHV use on Federal Lands in partnership with BLM and Forest Service. This request is for this Sergeant to respond to OHV emergencies, citizen complaints, OHV registration laws, prevent criminal activity, provide education on safety and updated OHV laws. The hours worked will be 125 overtime hours per year patrolling. Each shift will be 10 hours and done once a month.	125.0000	84.000	HRS	10,500.00	5,000.00	5,500.00

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	3. Staff-Mariposa Sheriff's Sergeant Notes : Sheriff Sergeant assigned to patrol areas open and closed to green sticker legal OHV use on Federal Lands in partnership with BLM and Forest Service. This request is for this sergeant to respond to OHV emergencies, citizen complaints, OHV registration laws, prevent criminal activity, provide education on safety and updated OHV laws. The hours worked will be 120 overtime hours per year patrolling. Each shift will be 10 hours and done once a month.	120.0000	84.000	HRS	10,080.00	5,000.00	5,080.00
	4. Staff-Mariposa Sheriff's Captain Notes : Sheriff Captain assigned to patrol areas open and closed to green sticker legal OHV use on Federal Lands in partnership with BLM and Forest Service. This request is for this Captain to respond to OHV emergencies, citizen complaints, OHV registration laws, prevent criminal activity, provide education on safety and updated OHV laws. The hours worked will be 120 hours per year patrolling. Each shift will be 10 hours and done once a month.	120.0000	62.000	HRS	7,440.00	3,720.00	3,720.00
Total for Staff					35,460.00	17,440.00	18,020.00
2	**Contracts**						
3	**Materials / Supplies**						
	1. Materials / Supplies-Shoei Helmet Notes : Shoei Helmet for our new member on the OHV unit to use when riding enduros. Grant funding is being requested to purchase 1 helmet at $550.00.	1.0000	550.000	EA	550.00	550.00	0.00
	2. Materials / Supplies-Gaerne Boots	1.0000	550.000	EA	550.00	550.00	0.00

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	Notes : Gaerne Boots: PPE used to protect feet, ankles and shins while riding OHV equipment. Grant funding is being requested to purchase 1 pair of boots at $550.00 for the new OHV member to the unit.						
	3. Materials / Supplies-Oakley Goggles Notes : Oakley Goggles: PPE used to help ensure riders eye safety and vision. Protecting them from dirt and debris. Grant funding is being requested to purchase 1 pair of goggles at $125.00 for the new member of the OHV unit.	1.0000	125.000	EA	125.00	125.00	0.00
	4. Materials / Supplies-Fox Racing Gloves Notes : Fox Racing Gloves: PPE to prevent injuries to hands while out patrolling. Grant funding is being requested to purchase 1 pair pf gloves at $70.00 for the new member of the OHV unit.	1.0000	70.000	EA	70.00	70.00	0.00
Total for Materials / Supplies					1,295.00	1,295.00	0.00
4	**Equipment Use Expenses**						
	1. Equipment Use Expenses-Tracks in Lieu of Tires for Polaris UTV Notes : Track system for the Polaris Ranger's to change out when deep snow and mud are present. Having tracks for each Polaris will expand mobility for year-round use. We are requesting 50% of grant funds for these track systems, the other 50% will be paid for from County funds outside of this grant. The quote for each track system is $11,000.00 each and was obtained from Holt Powersports Salida, CA.	2.0000	5500.000	EA	11,000.00	11,000.00	0.00
5	**Equipment Purchases**						

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	1. Equipment Purchases-2024 Jeep Rubicon Notes : To purchase a 2024 Jeep Rubicon to be used for OHV patrol on remote and rural lands where sheriff vehicles cannot access. We will pay for half the cost with County funds already budgeted. This vehicle will be used 50% of the time on OHV patrol. Grant funding is requested to pay half of the jeep. Quote was obtained online for a 2024 Jeep Rubicon of $68,000.00. The requested grant amount is $34,000.00.	1.0000	34000.000	EA	34,000.00	34,000.00	0.00
	2. Equipment Purchases-(2) 2023 Polaris Ranger Notes : To purchase 2 Polaris Ranger Crew 1000 Premium's to be used for OHV patrol on remote and rural lands where Sheriff vehicles cannot access. Grant funding is being requested to pay for half of the cost. Each Polaris is quoted at $23,000.00. Mariposa County will pay for 50% of the cost from the County budget and are requesting 50% grant funding. The quote was obtained from Holt Powersports Salida, CA	2.0000	11500.000	EA	23,000.00	23,000.00	0.00
Total for Equipment Purchases					57,000.00	57,000.00	0.00
6	**Others**						
	1. Code 3 Equipment Notes : Emergency vehicle lighting for Jeep Rubicon. The code 3 equipment consists of one siren, one control box, one light bar, one siren speaker, two spotlights, four red/blue lights for grille and rear bumper, and an installation kit. Code 3 equipment is used when responding to	1.0000	2500.000	EA	2,500.00	2,500.00	0.00

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	emergencies. A quote was obtained from Emergency Vehicle Specialists Inc. for $5,000.00. We are requesting to purchase the code 3 equipment with 50% grant funding and 50% County funds paid outside of this grant.						
	2. Jeep Radio System Notes : A Jeep radio system will allow Law Enforcement (LE) to communicate with our dispatch center while out patrolling. This is vital to Officer safety and emergency response when outside the vehicle to increase transmission and reception power in rural sections of our County with marginal radio coverage. We are requesting to purchase the radio system with 50% grant funds. 50% County funds will be paid outside of this grant. The total cost of the radio system is $2,880.00.	1.0000	1440.000	EA	1,440.00	1,440.00	0.00
	3. Mobile Data Terminal Notes : A Mobile Data Terminal to be installed in the Jeep Rubicon to allow our patrol unit out in the field to see most up to date call information from dispatch and complete in field reports. This will be useful if someone has reported something for our OHV unit to respond to. They can type a report on the call for service and see most current information on the call. We are requesting 50% grant funding. 50% purchased with County funds outside of this grant. The total price of the Mobile Data Terminal is $4,850.00.	1.0000	2425.000	EA	2,425.00	2,425.00	0.00
Total for Others					6,365.00	6,365.00	0.00

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Total Program Expenses					111,120.00	93,100.00	18,020.00
TOTAL DIRECT EXPENSES					111,120.00	93,100.00	18,020.00
INDIRECT EXPENSES							
Indirect Costs							
1	**Indirect Costs**						
	1. Indirect Costs-Indirect Costs Notes : INDIRECT COSTS- Such as the Mariposa County Sheriff's Office Executive Assistant, Administrative Analyst, 50 percent upgrades to the equipment if purchased, office materials, supplies, software vehicles. etc. All cost on the allowable State Parks indirect cost list. This funding will be drawn from County funds as Match.	1.0000	13023.000	MISC	13,023.00	0.00	13,023.00
Total Indirect Costs					13,023.00	0.00	13,023.00
TOTAL INDIRECT EXPENSES					13,023.00	0.00	13,023.00
TOTAL EXPENDITURES					**124,143.00**	**93,100.00**	**31,043.00**

	Category	Total	Grant Req.	Match	Narrative
DIRECT EXPENSES					
Program Expenses					
1	Staff	35,460.00	17,440.00	18,020.00	
2	Contracts	0.00	0.00	0.00	
3	Materials / Supplies	1,295.00	1,295.00	0.00	
4	Equipment Use Expenses	11,000.00	11,000.00	0.00	
5	Equipment Purchases	57,000.00	57,000.00	0.00	
6	Others	6,365.00	6,365.00	0.00	
Total Program Expenses		111,120.00	93,100.00	18,020.00	
TOTAL DIRECT EXPENSES		111,120.00	93,100.00	18,020.00	
INDIRECT EXPENSES					
Indirect Costs					
1	Indirect Costs	13,023.00	0.00	13,023.00	
Total Indirect Costs		13,023.00	0.00	13,023.00	
TOTAL INDIRECT EXPENSES		13,023.00	0.00	13,023.00	
TOTAL EXPENDITURES		**124,143.00**	**93,100.00**	**31,043.00**	

Environmental Review Data Sheet (ERDS)

FOR OFFICE USE ONLY: Version # _____ APP # _____

ITEM 1 and ITEM 2

ITEM 1

a. Has a CEQA Notice of Determination (NOD) been filed for the Project? If checked YES, stop here. If checked NO, complete ITEM #2. ○ Yes ○ No

ITEM 2

b. Does the proposed Project include a request for funding for CEQA and/or NEPA document preparation prior to implementing the remaining Project Deliverables (i.e., is it a two-phased Project pursuant to Section 4970.06.1(b)) ○ Yes ○ No

ITEM 3 - Project under CEQA Guidelines Section 15378 (Click on the "Show Instructions" button for note)

c. Are the proposed activities a “project” under CEQA Guidelines Section 15378? If YES, complete ITEMS 4 - 13. If unsure, select YES, and complete ITEMS 4 - 13. If checked NO, complete letter d. ○ Yes ○ No

d. The Application is requesting funds solely for personnel and support to enforce OHV laws and ensure public safety. These activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and are thus not a “Project” under CEQA. If checked YES, stop here. If checked NO, complete ITEM # 3e. ○ Yes ○ No

e. Other. Explain why proposed activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and are thus not a “project” under CEQA. E.g., Project activities involving heavy equipment, grading, etc. typically are considered a project under CEQA. DO NOT complete ITEMS 4 – 13.

ITEM 4 - Specify all standard measures (e.g., BMPs, established SOPs, or similar) within the Project description that have been incorporated into the Project description to avoid potential impacts to biological resources, cultural resources, or other resources evaluated in the ERDS. (Response is limited to 5,000 characters)

ITEM 5 - Evaluate the impact of this Project on wetlands, navigable waters, special-status species (including threatened and endangered species), and sensitive habitats. All Applicants must address all special-status species that have the potential to occur in the Project Area. Describe what analysis was completed as a part of the evaluation to determine potential impacts. (Click on the "Show Instructions" button for more information)

ITEM 6 - Applicants are encouraged to refer to the USFWS IPaC to identify designated critical habitat within and surrounding the Project Area.

Does USFWS final or proposed designated critical habitat for threatened and/or endangered species exist within or surrounding the Project site? ○ Yes ○ No

ITEM 7 - Evaluate cumulative impacts from this Project along with others of the same type in the same general place, such as increased noise or traffic. Refer to the cumulative impacts discussion in the environmental impact statement, land management plan, or other sources as appropriate. Describe what analysis was completed as a part of the evaluation to determine potential impacts. (Response is limited to 5,000 characters)

ITEM 8 - Discuss whether the proposed Project could have a significant effect on the environment due to substantial soil erosion or the loss of topsoil. Describe what analysis was completed as a part of the discussion to determine potential effects. (Response is limited to 5,000 characters)

ITEM 9 - Discuss the potential for damage to scenic resources within the viewshed of a highway officially designated as a state scenic highway. Describe what analysis was completed as part of the discussion to determine potential impacts. (Response is limited to 5,000 characters)

ITEM 10 - Hazardous Materials

Is the proposed Project Area located on a site included on any list compiled pursuant to Section 65962.5 of the California Government Code (hazardous materials)? ○ Yes ○ No

If YES, describe the location of the hazard relative to the Project site, the level of hazard and the measures to be taken to minimize or avoid the hazards:

ITEM 11 - Discuss the potential for the proposed Project to have any substantial adverse impacts to historical or cultural resources. Describe what analysis was completed as a part of the discussion to determine potential impacts. (Response is limited to 5,000 characters)

ITEM 12 - Discuss the potential for the Project to cause indirect significant impacts, such as by causing user groups to go elsewhere, causing significant impacts off-site, or significantly increasing use in the vicinity of the Project site. Describe what analysis was completed as a part of the discussion to determine potential impacts. (Response is limited to 5,000 characters)

ITEM 13 - Discuss if the approval of the proposed project would change the existing baseline conditions and/or change OHV facility operations. (Response is limited to 5,000 characters)

CEQA/NEPA Attachment (Click on the "Show Instructions" button for more information)

Attachment Title	Attachment

GOVERNING BODY RESOLUTION

RESOLUTION NUMBER: _____

RESOLUTION OF THE: Mariposa County Board of Supervisors
(Title of Applicant's Governing Body)

APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval to receive grant funding from the Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project;

NOW, THEREFORE, BE IT RESOLVED that the Mariposa County Board of Supervisors hereby:
(Applicant's Governing Body)

1. Approves the receiving of grant funding from the Off-Highway Vehicle Grant or Cooperative Agreement Program; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds; and
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
8. Appoints the (designated position) Mariposa County Sheriff as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

Approved and Adopted on the _____ day of _____, 20_____. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by _____
(Applicant's Governing Body)

following a roll call vote:

Ayes: _____

Noes: _____

Absent: _____

➤ _____
(Clerk)

MARIPOSA COUNTY

Board of Supervisors

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Receive a Presentation by Central California Alliance for Health, Providing an Update on a Community Organized Health Services planned for January 2024

RECOMMENDATION AND JUSTIFICATION

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

1. **Mariposa County Board of Supervisors 7 11 23**

Medi-Cal Managed Care: Model Change

Michael Schrader, Chief Executive Officer
Danita Carlson, Government Relations Director
Presentation to the Mariposa County Board of Supervisors
July 11, 2023

San Luis Reservoir
MERCED COUNTY

CENTRAL CALIFORNIA ALLIANCE FOR HEALTH



- **County Organized Health System**
  - Regional **tri-county public Medi-Cal managed care plan**
  - Governed by a **21-member Commission** with representation from each county **appointed by county Boards of Supervisors**
  - **Serves over 400,000** members in Merced, Monterey and Santa Cruz counties
  - Over **500 employees** in three local offices (Scotts Valley, Salinas and Merced).

MISSION, VISION and VALUES

MISSION

Accessible, quality health care guided by local innovation.

VISION

HEALTHY PEOPLE.
HEALTHY COMMUNITIES.

VALUES



Collaboration:

Working together toward solutions and results.



Equity:

Eliminating disparity through inclusion and justice.



Improvement:

Continuous pursuit of quality through learning and growth.

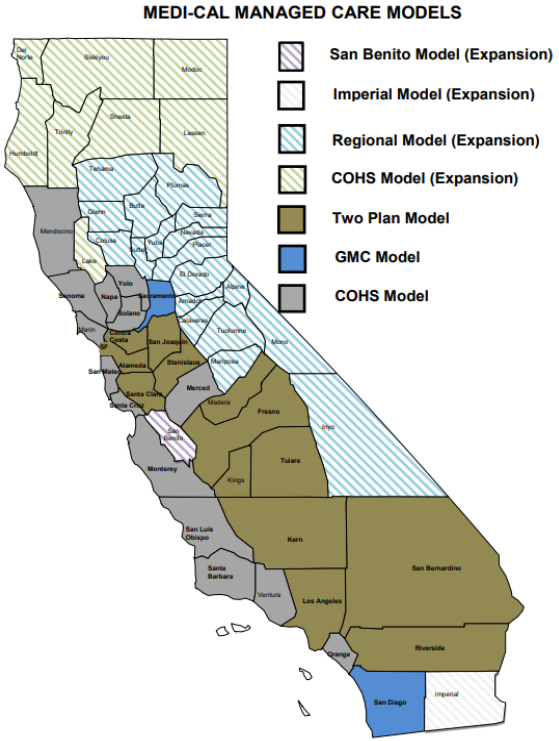


Integrity:

Telling the truth and doing what we say we will do.

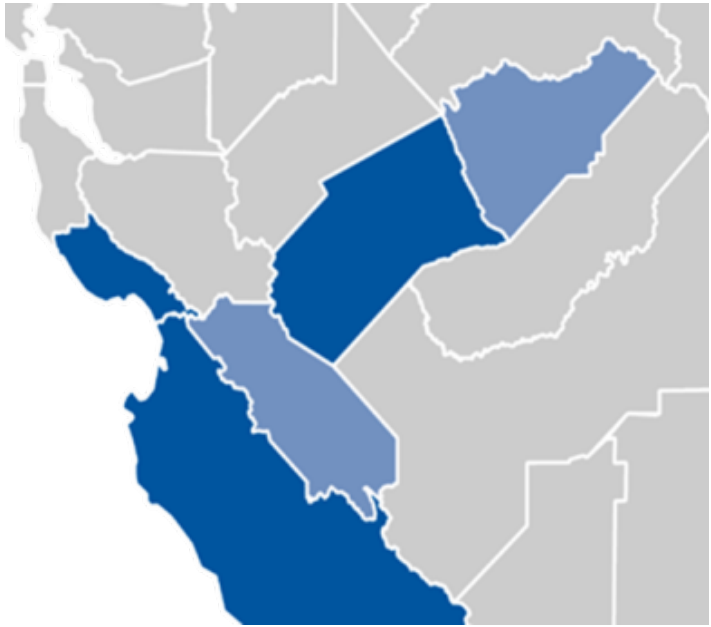
MEDI-CAL MANAGED CARE MODEL CHANGE BACKGROUND

- Currently 6 Models of Medi-Cal Managed Care Plans (MCP).
- 2020 - DHCS initiated CY ‘24 Commercial MCP procurement.
- DHCS offered counties option to request a model change.
  - COHS, LI or single plan.
  - Required BOS and Plan LOI.
  - Required DHCS approval.
- Contract effective 1/1/2024.



COUNTY OVERVIEW

	San Benito County	Mariposa County
Pop.	66,777	17,147
Eligible	~22,000	~6,400
Current Model	FFS and Anthem	Regional Model: Anthem, HealthNet
Delivery System	Healthcare District: *Critical Access Hospital, 4 community clinics, 2 specialty centers* SBHF – FQHC San Benito IPA	Healthcare District: *Critical Access Hospital, primary care and specialty care* MACT Health – Indian Health Clinic



POTENTIAL PARTNERSHIP

Partnership discussions between Alliance and San Benito and Mariposa counties

- Series of meetings
- Discussion with key stakeholders
  - Including hospitals and key providers
- Mutual interest among all parties to proceed
  - Board of Supervisors and Alliance board approval submit non-binding letter of interest to DHCS

SANTA CRUZ-MONTEREY-MERCED-SAN BENITO-MARIOPSA MANAGED MEDICAL CARE COMMISSION

County Ordinances adopted in all 5 counties

- Established
  - Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission
- Purpose
  - Contract with Department of Health Care Services to arrange for the provision of health care services to qualifying individuals
- Membership
  - Seats allocated based on Medi-Cal enrollment
    - Santa Cruz, Monterey, Merced: 5 seats
    - San Benito: 2 seats
    - Mariposa: 1 seat

COMMISSION SEATS: SUPERVISORS TO APPOINT IN AUGUST

Number of Members	Number of Board Members	Proposed Constituency Allocation
0-15K *(Mariposa)*	1	County Health Director, or designee
15-30K *(San Benito)*	2	County Health Director or designee At Large member (member or provider representative)
30-45K	3	County Health Director or designee (2) at large members (1 member, 1 provider)
45-60K	4	County Health Director or designee County Supervisor (2) at large members (1 member, 1 provider)
60K+ *(Santa Cruz, Monterey, Merced)*	5	County Health Director or designee County Supervisor (3) At Large members (1 member, 1 provider, 1 at large

PROVIDER NETWORK DEVELOPMENT

Recruitment Activities

- Provider Outreach Visits
  - Community Health Centers of America
  - Yosemite Medical Group
  - MACT Health
- Hospital Contracts In Progress
  - John C Fremont
- Specialists, Transportation, Ancillary
- Skilled Nursing Facilities



Key Challenges

- Revenue to Inform Payment Policy and Contracting
- John C Fremont Financial Performance
- Network Gaps

COMMUNITY ENGAGEMENT



County and Community Engagement

Building relationships with community partners, gov't officials, county staff

Leveraging tri-county relationships

Attending town halls, events and collaboratives

Member Engagement

Attending community events

Creating member noticing communication materials

Outreach to community-based organizations

Office Space

Leasing office space in both counties to be occupied by Alliance staff October/November 2023

Office space will likely be within county offices

NEXT STEPS

- Appoint Five County Commission - August
- Complete Operational Readiness Activities - September
- Assess Revenue Adequacy - October
- Convene Five County Commission - October
- Contract Network – December
- **Go Live – January 1, 2024**

Questions?

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: Health and Human Services Agency Director

---

RECOMMENDATION AND JUSTIFICATION

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**

[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**

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

Number of cases to be discussed:

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

Number of cases to be discussed:

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**

Name of Employee Organization:_____

Name of County Designated Representative:_____

_____

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

_____

[ ] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**

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

_____

[X] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Position of employee under review: Health and Human Services Agency (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):_____

_____

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: July 11, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: County Health Officer

---

RECOMMENDATION AND JUSTIFICATION

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**

[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**

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

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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: County Health Officer (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):_____

_____

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

None