MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

December 13, 2022

A. 9:00 AM Called to Order

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

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

None.

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

Chair Smallcombe announced CA.12 has been withdrawn, commented on CA.10 thanking the Public Works team for moving this item forward, and CA.11 noting the people of El Portal and Incline Road will be thrilled for the progress on this project.

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

CA1. **Health and Human Services** **RES-2022-681**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2022-682**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office RES-2022-683**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **County Counsel 2022-108**

Accept Resignation and Recognize Richard Mills for His Service on the Mariposa County Safety Committee; and Appoint Yvonne Anthony as a Rank and File Representative to the Mariposa County Safety Committee for the Unexpired Term Ending September 28, 2023

CA5. **Health and Human Services RES-2022-684**

Approve an Agreement with the University of California (UC) Davis for Consultative Services Involving the Health and Human Services Agency Staff in an Amount Not to Exceed $171,026.00; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **HHS/Behavioral Health & Recovery Services RES-2022-685**

Approve First Amendment to Agreement with CF Merced, LLC for Psychiatric Hospitalizations Increasing Cost Rates for an Amount Not to Exceed $200,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA7. **Probation RES-2022-686**

Approve Agreement with Howard Glidden, PhD for Professional Neuropsychological Evaluation Services in an Amount Not to Exceed $20,000 Per Year for Five Years; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **Public Works RES-2022-687**

Approve First Amendment with Fehr & Peers for the Local Road Safety Plan Extending the Term of Agreement to December 31, 2023; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA9. **Public Works RES-2022-688**

Approve a Fourth Amendment with Dewberry for Engineering Services on White Rock Road Over Mariposa Creek Bridge (40C0032) Extending the Term of Agreement to December 31, 2025; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA10. **Public Works RES-2022-689**

Approve a Third Amendment with Willdan Engineering to Provide Engineering Consulting Services on the Bridge Preventive Maintenance Program (BPMP) - Phase I to Extend the Term of the Agreement to December 31, 2025, Project No. BPMP-5940(123); and Authorize the Board of Supervisors Chair to Sign the Amendment

CA11. **Public Works RES-2022-690**

Approve Fourth Amendment and Name Change from Quincy Eng. Inc. to Consor North America, Inc. for Moss Canyon Bridge (Bridge No. 40C0064)

Replacement Project and Extend the Term of Agreement to December 31, 2025; Authorize the Board of Supervisors Chair to Sign the Amendment

12. Withdrawn

CA13. **Public Works RES-2022-691**

Designate the Christmas Tree Lighting at the Courthouse as County-Sponsored Event; Authorize the Public Works Director to Waive the Encroachment Application Fee of $168.00 for the Closing of Ninth Street on December 17, 2022, at 5:00 PM.

CA14. **Sheriff's Office RES-2022-693**

Adopt a Resolution of Authorization to Apply for Fiscal Year 2022 Emergency Management Performance Grant Program; and Accept the Allocation of $129,645; Approve Grant Agreement; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Documents Pertaining to the Grant (Subject to Approval as to Legal Form by County Counsel)

CA15. **Sheriff's Office RES-2022-694**

Adopt a Resolution of Authorization to Apply for Fiscal Year 2022 Homeland Security Grant Program; and Accept Grant Funding When and If the Application is Approved; Approve Grant Agreement; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Documents Pertaining to the Grant (Subject to Approval as to Legal Form by County Counsel)

CA16. **Treasurer-Tax Collector-County Clerk RES-2022-700**

Approve the Appointment of Michael Cleary, Frank Mock, and Gordon Dulcich as Members to the Mariposa Public Utility District Board of Directors, Pursuant to Elections Code Section 10515 (A)

CA17. **Treasurer-Tax Collector-County Clerk RES-2022-701**

Approve the Appointment of Timothy McGinty and Charles Barry Green to the Yosemite Alpine Community Service District Board of Directors, Pursuant to Elections Code Section 10515 (A)

CA18. **Treasurer-Tax Collector-County Clerk RES-2022-702**

Accept the Certified Results of the General Election Held on Tuesday, November 8, 2022; Adopt a Resolution Declaring Elected Those Persons Under the Board of Supervisor's Jurisdiction.

E. Departmental Presentation

Shannon Hansen/Public Works and Transportation Director provided an update on the roads over the weekend during the storm noting the Oak Fire burn scar fared well. Ms. Hansen advised that West Whitlock Road has been closed since Sunday and will reopen Wednesday, December 14th. She thanked her Road and Facilities staff for their hard work with the roads and snow plowing.

Chief Steve Ward/Cal Fire - Mariposa County Fire advised that as of Monday, December 19th Cal Fire will be reducing staff to 2 staff members for most fire stations. Chief Ward acknowledged retired Mariposa County Fire Chief Blaine Schultz who recently passes away, noting that he was well respected and instrumental in providing support for the volunteers, and announced that Chief Schultz's services will be on Sunday, December 18th at 1:00 pm at the Mariposa County Fair Grounds. Chief Ward gave a shout out to Public Works for their roads and facilities staff support.

Keri Kisela announced a ribbon cutting ceremony for Uncle Bingo Skate Shop to be held on Saturday, December 13th at 3:00 pm.

Jacob Hawley/Mariposa Visitors Center Operations Manager provided an update on the number of visitors this year and noted the Escape Room is taking off this year. Mr. Hawley advised travel in the Yosemite National Park right now is R2 (Chains of traction devices are required on all vehicles except four-wheel/all-wheel drive vehicles with snow-tread tires on all four wheels) and noted Yosemite National Park is planning to open Badger Pass Ski Area on December 16th. Mr. Hawley gave kudos to the down town merchants for their display of lights this year and provided the hours of operation for the Visitors Center of winter months 8:00 am to 5:00 pm and starting in May 8:00 am to 7:00 pm for anyone interested in the Made in Mariposa store.

Dallin Kimble/County Administrative Officer complimented the road department crew for their hard work, noted Angela Nicholson has been hired as the Interim Human Resources Manager and provided information on her background. Mr. Kimble advised that Joe Lynch/Health and Human Services Director was notified they will be receiving an award for the Creek Side Terrace project from CSAC (California State Associations of Counties), and advised the library will be closed on December 24th.

Keri Kisela commented on CA-13 inviting the public to the Tree Lighting Ceremony at the Mariposa County Court House where Santa will be joining, hot cocoa will be available and a bon fire will be lit on Saturday, December 17th at 5:00 pm.

F. Public Comment on Non-Agenda Items

Jim Evans gave thanks for investing in the Housing Trust Fund, and for the recent changes to the disaster relief ordinance.

Marvin Wells provided a small bag containing fake frogs to Supervisor Forsythe, noted that he had the virus vaccine and ended up in the hospital the next day. Mr. Wells asked that the East Whitlock at Yosemite Oaks Road have the brush cleared that is impeding on the road for public safety. Shannon Hansen/Public Works and Transportation Director advised that Public Works would take care of it.

G. Regular Agenda Items

1. **Agricultural Commissioner (ID # 13605)**

Presentation of the 2021 Mariposa County Agricultural Crop & Livestock Report

Monica Nielson/Agricultural Commissioner - Sealer introduced Mikaela Williams

Cory/Agricultural and Standards Inspector who presented the 2021 Mariposa County Agricultural Crop & Livestock report and noted that during the Oak Fire it was discovered that there are many more ranches and ranchette's than they were aware of, and they plan to improve on documenting these. No public comment. Board discussion ensued relative to the livestock scales and scales at the landfill, educating the public on noxious weeds, and timber permits. Ms. Nielsen noted that this is a rough draft of the report which will be printed and be made available at the Agricultural Commissioner and Sealer office, in addition to being available on their website today.

RESULT: INFORMATION RECEIVED

2. **HHS/Public Health RES-2022-703**

Approve Agreement with California Department of Public Health (CDPH) for the Public Health Emergency Preparedness (PHEP), General Fund Pandemic Influenza (GF Pan Flu) and Hospital Preparedness Program (HPP) Funding Allocation Agreement No. 22-10659, for Fiscal Years 2022-2027 in the Amount of $989,160; and Authorize the Health and Human Services Agency Director to Sign the Agreement and Any Subsequent Amendments to Secure Funding (Subject to Approval as to Legal Form by County Counsel)

Dr. Kristina Allen provided the staff report noting the agreement is a 5-year term and comes before the Board every 5 years. No public comment.

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

3. **Administration 2022-109**

Discussion and Direction Regarding Oak Fire Recovery

Dr. Eric Sergienko/Public Health Officer provided an update on the Oak Fire recovery noting the initial debris removal has been completed and advised that some properties are still in the soil testing process and may require re-scraping once testing is complete. The heavy lifting for debris removal is done and they are now moving to tree removal. Dr. Sergienko advised there will be some delay for property owners on archaeological sites due to the required permitting process, he then explained the process. Discussion ensued relative to expenditures, 25% cost share waiver request, the Building department portion of the process, inviting PG&E to the next Board of Supervisors meeting, the PG&E online application, and the possibility of a letter to PG&E. During public comment Adam McLane/Alliance for Community Transformations provided an update on the temporary housing trailers.

RESULT: INFORMATION RECEIVED

H. Items removed from Consent Agenda

None.

1. **Public Works (ID # 13583)**

Approve Budget Action Recognizing Unanticipated Revenue and Increasing Revenue and Expense in the Airport Budget from State Fuel Flowage Fees for Cal Fire Helicopters During the Oak Fire ($82,000) 4/5ths Vote Required

RESULT: WITHDRAWN AND RESCHEDULED Next: 12/20/2022 9:00 AM

Recess

10:22 AM Chair Smallcombe recessed the meeting and reconvened at 11:00 AM

I. Closed Session

1. **Administration (ID # 13599)**

CLOSED SESSION: Public Employment, Title or Position to be Filled: (Government Code Section 54957 (B) (1)); Planning Director

No public comment.

RESULT: CLOSED SESSION HELD

2. **County Counsel (ID # 13591)**

CLOSED SESSION - Conference with Legal Counsel: Existing Litigation; Lora Bellefeuille V. County of Mariposa; WCAB No. ADJ10265931

No public comment.

RESULT: CLOSED SESSION HELD

Report Out

12:25 PM Chair Smallcombe reconvened and reported that Information was Received, and Direction was Given for Closed Session items I.1 and I.2.

Recess

12:26 PM Chair Smallcombe recessed the meeting for lunch.

J. 2:00 PM Reconvene

1. **Planning RES-2022-704**

PUBLIC HEARING: Adopt a Resolution Approving Land Conservation Act (LCA) Contract Application No. 2022-174 and Zoning Amendment Application No. 2022-175 with a General Plan Land Use Reclassification. APNs 001-030-038, 001-030-039,001-030-042. Ollimac Land and Cattle LP, Owner/Applicant, Robert Morelli, Agent

Steve Engfer/Interim Planning Director introduced Katy Casner/Planner presented the staff report. Public comment was provided by Rob Morelli the applicant

who made himself available for any questions. Board discussion ensued.

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

2. **Planning (ID # 13569)**

Waive the First Reading and Introduce an Ordinance Amending the Mariposa County Zoning Map Assessor Parcel Number (APN) 001-030-038, APN 001-030-039 and APN 001-030-042 from the Mountain Home Zone (MHZ) And/Or Mountain General Zone (MGZ) to the Agricultural Exclusive Zone (AEZ) Pursuant to Zoning Amendment No. 2022-175, Ollimac Land and Cattle LP, Owner/Applicant; Robert Morelli, Agent

Katy Casner noted that the previous item staff report also covers this item. No public comment.

RESULT: **INTRODUCED [UNANIMOUS] Next: 1/10/2023 9:00 AM**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

3. **Planning RES-2022-705**

PUBLIC HEARING: Adopt a Resolution Accepting the 2021 General Plan Annual Report Plan and Approving the 2022 General Plan Amendments Schedule, Including a Finding the Action is Exempt from Environmental Review, County Project No. 2022-009

Steve Engfer presented the staff report. No public comment. Board discussion ensued.

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

K. Board Information

Information received.

L. Adjournment

2:59 PM Chair Smallcombe adjourned the meeting in memory of Blaine Schultz.

Respectfully submitted,

Tracy Gauthier
Deputy Clerk of the Board II

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-681

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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

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

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

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

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

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

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

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

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

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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-682

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue the Oak Fire Local Health Emergency

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Local Health Emergency Due to the Oak Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire.

The County Health Officer declared a local health emergency under California Health and Safety Code Section 101080 on July 22nd, 2022.

On July 26, 2022, the Board of Supervisors adopted Resolution 22-435 ratifying a Proclamation of the existence of a local health.

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

FINANCIAL IMPACT:
Not Applicable.

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

REF ID# 13607

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-683

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to the Oak Fire

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Local Emergency Due to the Oak Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire.

On July 23, 2022, Mariposa County received notification of the approval of a Federal Fire Management Assistance Grant (FMAG) to aid with the Oak Fire. Additionally, Gavin Newsom, Governor of the State of California, also proclaimed, on July 23, 2022, a state of emergency in Mariposa County due to the Oak.

On July 23rd, 2022, 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 July 26, 2022, the Board of Supervisors adopted Resolution 22-435 ratifying a Proclamation of the existence of a local emergency.

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

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

REF ID# 13608

MARIPOSA COUNTY

County Counsel · (209) 966-3222

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Recognize and Appoint Members to the Mariposa County Safety Committee

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RECOMMENDATION AND JUSTIFICATION:
Accept Resignation and Recognize Richard Mills for His Service on the Mariposa County Safety Committee; and Appoint Yvonne Anthony as a Rank and File Representative to the Mariposa County Safety Committee for the Unexpired Term Ending September 28, 2023.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved the establishment of a "Safety Commission and Advisory Committee" on April 23, 1991 in order to comply with California Labor Code Section 6401.7, which is still the prevailing law. On July 7, 2015, the Board amended the Commission and renamed it to "Mariposa County Safety Committee" and subsequently approved Bylaws on August 15, 2017.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board may appoint different members to the Safety Committee.

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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-684

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Health and Human Services Agency with UC Davis for Consultative Services

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with the University of California (UC) Davis for consultative services involving the Health and Human Services Agency staff in an amount not to exceed $171,026.00; and Authorize the Board of Supervisors Chair to Sign the Agreement.

To ensure full compliance with the state mandated measures, the Health and Human Services Agency (HHSA) requests approval for an agreement to receive consultative services from UC Davis Continuing and Professional Education. Under the terms of the agreement, specific activities are targeted to facilitate the County Self-Assessment (CSA) and California Outcomes and Accountability Review (Cal-OAR).

CSA exists under the California Child and Family Services Review (CFSR). Modeled after the Federal CFSR, the C-CFSR was designed to improve outcomes for children in the child welfare system while holding county and state agencies accountable for the outcomes achieved. This statewide accountability system includes the completion of a County Self-Assessment (CSA) which includes a peer review, development of a five year System Improvement Plan (SIP), the submission of annual SIP Progress Reports, and quarterly monitoring of SIP strategies and the effects on Child Welfare outcomes.

Cal-OAR is a local, data-driven program management system that facilitates continuous improvement of county CalWORKs programs by collecting, analyzing, and disseminating outcomes and best practices. As required by Welfare and Institutions Code (WIC) 11523, Cal-OAR consists of three core components: performance indicators, a county CalWORKs self-assessment (Cal-CSA), and a CalWORKs system improvement plan (Cal-SIP).

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved an annual contract for the Health and Human Services Agency to participate in this consortium training for more than 20 years. Health and Human Services is satisfied with the services received. The most recent agreement was approved by the Board on June 21, 2022, by Resolution 2022-360.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should the Board decide not to approve this contract, the Agency would have difficulty

in obtaining the required resources to meet state mandated measures while delivering vital services to the county.

FINANCIAL IMPACT:
This contract has been incorporated in the FY22/23 Health and Human Services Agency budget. There is no impact to the County General Fund.

ATTACHMENTS:
FINAL Contract CSA and CalOar Mariposa-11.16.22 (PDF)

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

UCDAVIS
Continuing and Professional Education

Agreement# Cxxx

Services Agreement
UC Davis Continuing and Professional Education

This Agreement is made this_____ day of _____, 20___, by and between The Regents of the University of California, a California corporation ("University") acting for and on behalf of the Davis campus UC Davis Continuing and Professional Education and County of Mariposa (“Client.”)

T E R M S A N D C O N D I T I O N S

1. Definition Of Service. Services of University’s Continuing and Professional Education will be furnished to Client only for the purposes stated in the Exhibit A, attached. Additional work will be performed only if authorized in advance by written amendment to this agreement executed by both parties.

2. Term. The term of this agreement shall be from November 1, 2022 through September 30, 2023.

3. Termination. This agreement shall be subject to termination by either party at any time, upon 30 days written notice to the other party.

4. Contacts & Notice. Any notice, request, or inquiry regarding the provisions of this agreement, its termination, or similar matters shall be directed to the following addresses:

University:
The Regents of the University of California
Office of Research
Sponsored Programs
1850 Research Park Drive, Suite 300
Davis, CA 95618-6153
awards@ucdavis.edu

Client:
Mariposa County
Health and Human Services Agency
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

Questions about the services should be directed to:

University:
Jennifer Lowery
UC Davis Continuing and Professional Education
463 California Avenue
Davis, CA 95616
jndavis@ucdavis.edu

Client:
Mariposa County
Health and Human Services Agency
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
bhundal@mariposacounty.org

Attachment: FINAL Contract CSA and CalOar Mariposa-11.16.22 (RES-2022-684 : Health and Human Services Agency with UC Davis for

5. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

6. Rates. Charges for services rendered under this agreement shall be in accordance with Exhibit A.

7. Payment Of Charges. Client shall pay for services rendered by University within thirty (30) days following receipt of University's invoices. University shall have the right to terminate this agreement without notice if Client fails to pay charges for services rendered hereunder within sixty (60) days following Client's receipt of University's invoice. Client shall pay University for all services rendered up to the date of termination of this agreement, regardless of the reason for termination.

8. Disclaimer Of Warranty. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY THE CLIENT FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS.

9. Non-Liability Of University.
   A. University shall not be liable, by reason of its performance, delay in performance, or nonperformance under this agreement, for any loss of profits or revenues, claims against Client by any third party, or special, incidental, indirect, punitive or consequential damages, even if foreseeable or if University is advised of the possibility of such loss, claims, or damages. Each party agrees to be responsible and assume liability for their own wrongful or negligent acts or omissions, as well as those of its officers, employees or agents to the full extent required by law.
   B. University shall incur no liability to Client or to any third party for loss or destruction of or damage to any data, equipment, or other property brought upon University premises by Client or delivered to University by Client in connection with this agreement. Client accepts all liability for risk of loss to any and all such property.

10. Indemnification And Insurance Of Client. Each party agrees to indemnify and hold harmless the other party, its officers, employees and agents, from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages arising out of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.

11. Confidentiality Of Information. University shall use its best efforts, consistent with its established policies and procedures, to protect the confidentiality of any information furnished to it by Client in connection with this agreement and designated by Client, in writing, as confidential. Client agrees to reimburse University in full for any costs it may incur in order to protect information, in accordance with Client's request, by means not normally employed by the University for that purpose; Client

Attachment: FINAL Contract CSA and CalOar Mariposa-11.16.22 (RES-2022-684 : Health and Human Services Agency with UC Davis for

understands and agrees, however, that University shall have no obligation to comply with any such request of Client.

12. University Name. No form of University's name shall be used in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

13. Relationship Of The Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.

14. Time Limit For Action. No action, regardless of form, arising from transactions under this agreement may be brought by either party more than one year after the cause of action has accrued.

15. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.

16. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State of California; parties agree to resort solely to the courts of the State of California for any relief under this agreement.

17. Whole Agreement. This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

In witness whereof, the parties have executed this agreement on the day and year first written above.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	CLIENT
By:_____	By:_____
Name: Grace I. Liu, J.D. Associate Director Sponsored Programs	Name: Rosemarie Smallcombe Chair, Mariposa County Board of Supervisors
Date:_____	Date:_____
FEIN: 94-6036494	

Attachment: FINAL Contract CSA and CalOar Mariposa-11.16.22 (RES-2022-684 : Health and Human Services Agency with UC Davis for

Attachment: FINAL Contract CSA and CalOar Mariposa-11.16.22 (RES-2022-684 : Health and Human Services Agency with UC Davis for

Exhibit A
Work Description

1. University will provide the following:

County Self-Assessment & Peer Review (Child Welfare/Probation)

a. Provide technical assistance in preparation for and facilitation of the 3-day County Peer Review.
    1. Develop schedule for all virtual peer review events (planning meetings, peer review, etc.)
    2. Facilitate weekly planning meetings
    3. Prepare peer recruitment materials
    4. Prepare case materials for review
    5. If virtual, create website for virtual peer review
    6. Develop and facilitate peer and interviewee consultation
    7. Facilitate peer review

b. Provide support and facilitation for a 2-day County Self -Assessment Community Stakeholder meeting and focus groups on the Zoom platform.
    1. Develop schedule
    2. Prepare stakeholder recruitment materials
    3. Draft list of discussion questions
    4. Prepare Welcome PowerPoint
    5. Facilitate virtual meetings

c. Provide support and facilitation for a 1-day SIP Meeting on the Zoom platform.
    1. Develop schedule
    2. Facilitate virtual meeting

d. Review and compile data from peer interviews and focus groups and submit to County.

e. Research and provide county demographic information.

f. Provide technical assistance and support for the development of the CSA report.
    1. Create structure for writing the CSA report (timeline of sections with to-do lists)
    2. Assist in writing the initial draft and final draft CSA report based on information obtained from County staff
    3. Provide two rounds of edits and revisions, focusing on inclusion of all CSA required sections and incorporating feedback from planning committee and leadership

g. Provide technical assistance and support for the development of the SIP report.
    1. Create structure for writing the SIP report (timeline of sections with to-do lists
    2. Assist in writing the initial draft and final draft SIP report based on information obtained from County staff

3. Provide two rounds of edits and revisions, focusing on inclusion of all required sections and incorporating feedback from planning committee and leadership

Cal-OAR

STAKEHOLDER MEETING & FOCUS GROUPS

a. Provide support and facilitation for a 3-day County Self -Assessment Community Stakeholder meeting and focus groups
    1. Develop schedule
    2. Prepare stakeholder and focus group recruitment materials
    3. Draft list of discussion questions
    4. Prepare Welcome PowerPoint
    5. Reserve a facility and coordinate catering
    6. Facilitate in person meetings

b. Review and compile data from the Stakeholder Meeting and focus groups and submit to County
    1. Research and compile county demographics and performance outcomes
    2. Describe the stakeholder engagement process
    3. Summarize findings from the Stakeholder Meeting and focus groups

CSA REPORT

a. Provide technical assistance and support for the development of the CSA report
    1. Create structure for writing the CSA report (timeline of sections with to-do lists)
    2. Research and provide county demographic information
    3. Analyze county outcome data
    4. Assist in writing the initial draft and final draft CSA report based on information obtained from County staff
    5. Provide two rounds of edits and revisions, focusing on inclusion of all CSA required sections and incorporating feedback from planning committee and leadership

POST- CSA PEER REVIEW

a. Provide technical assistance in preparation for and facilitation of a 3-day Post-CSA Peer Review.
    1. Develop schedule for all peer review events (planning meetings, trainings, peer review, etc.)
    2. Facilitate planning meetings
    3. Prepare peer recruitment materials
    4. Prepare report materials for review

Attachment: FINAL Contract CSA and CalOar Mariposa-11.16.22 (RES-2022-684 : Health and Human Services Agency with UC Davis for

5. Coordinate peer travel and lodging
6. Reserve a facility and coordinate catering
7. Facilitate 3-day peer review

b. Review and compile data from peer interviews and submit to County

SIP REPORT

a. Provide technical assistance and support for the development of the SIP report.
    1. Create structure for writing the SIP report (timeline of sections with to-do lists
    2. Assist the county in developing SMART goals
    3. Conduct literature review to identify promising strategies and empirical support for the objectives/outcomes the county selects
    4. Assist in writing the initial draft and final draft SIP report based on information obtained from County staff
    5. Provide two rounds of edits and revisions, focusing on inclusion of all required sections and incorporating feedback from planning committee and leadership

Client will provide the following:

a. Client shall participate in conference calls with state consultants and University experts

b. Client shall identify and make designated staff available to participate in the process prior to the event and during the event.

c. Client will coordinate all related logistical requirements through University.

d. Client will gather information and provide analysis for all required sections of the CSA report and SIP report, review required report sections and provide input and data as needed, review and revise drafts of reports that are submitted to CDSS

e. Client will cooperate with University's subject matter experts.

Attachment: FINAL Contract CSA and CalOar Mariposa-11.16.22 (RES-2022-684 : Health and Human Services Agency with UC Davis for

Exhibit B
Cost Estimate

The total amount of the agreement is not to exceed $171,026.00.

Total Cost for CW/Probation	$80,085.00
Total cost for CalOAR	$ 90,941.00
Total cost under this Service Agreement	**$171,026.00**

Attachment: FINAL Contract CSA and CalOar Mariposa-11.16.22 (RES-2022-684 : Health and Human Services Agency with UC Davis for

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-685

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: First Amendment - Contract with CF Merced LLC for Inpatient Residential Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to Agreement with CF Merced, LLC for Psychiatric Hospitalizations increasing cost rates for an amount not to exceed $200,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Mariposa County does not operate inpatient residential facilities and therefore contracts for such services. CF Merced LLC is a locked residential facility that is used to house clients who require a higher level of care than is provided at a Board and Care or a private residence.

The County does not use this facility often, but it is important to keep this agreement in place to ensure the availability of a bed when a crisis arises. Having an existing agreement guarantees the County a negotiated rate. Due to fluctuating economic conditions, CF Merced has experienced a significant increase in both labor and operation expenses. Through this requested resolution, Mariposa County Health and Human Services Agency (HHSA) will incur an additional 3.5% increase in daily, patch, and board rates to offset the burden and help CF Merced continue delivery of valuable services for our county clients.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The current agreement for this facility was approved by the Board on July 26, 2022 by Resolution Number 2022-439.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this amendment is not approved, the placement options available to HHSA would be limited.

FINANCIAL IMPACT:
This contract will continue to be paid by realignment revenue within the Behavioral Health budget unit 1001-402. There is no impact on the General Fund.

ATTACHMENTS:
First Amendment - CF Merced Agreement 2023 Wcsignature (PDF)
First Amendment - Exhibit B CF Merced (PDF)

REF ID# 13556

CF Merced 2023 - Res No 2022-439 Wsignature (PDF)

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

FIRST AMENDMENT TO AGREEMENT FOR INPATIENT RESIDENTIAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR INPATIENT RESIDENTIAL 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 CF Merced, LLC (dba Merced Behavioral Center), hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated July 26, 2022, wherein **Contractor** agreed to provide inpatient residential 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 3.5% increase to the daily, patch, and board rates is being assessed (See *First Amendment – Exhibit B Cost Proposal* attached hereto).

Except as herein amended, the Agreement dated July 26, 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

_____
Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

_____
Jeri Allgood, Administrator
CF Merced, LLC

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Last Revised: 1/20/2022

Attachment: First Amendment - CF Merced Agreement 2023 Wcsignature (RES-2022-685 : First Amendment - Contract with CF Merced LLC for

First Amendment - Exhibit B
COST PROPOSAL

Daily Rate: $226.12

Patch Rate: $372.60

Bed Hold Rate: $216.90

(Does not include medication, medical doctor visits, psychiatric visits, or other ancillary services.)

The Daily Rate will change during the contract period when the State of California updates the rates and is effective on the date of service. The total amount of the contract is not to exceed $200,000.

The Patch Rate may be changed for certain clients with severe needs subject to concurrent review and mutual agreement of County and Contractor. Contractor will coordinate weekly reviews with County staff.

Attachment: First Amendment - Exhibit B CF Merced (RES-2022-685 : First Amendment - Contract with CF Merced LLC for Inpatient Residential

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-439

MEETING: July 26, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve Contract with CF Merced LLC for Inpatient Residential Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with CF Merced, LLC for Psychiatric Hospitalizations in an Amount Not to Exceed $200,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County does not operate inpatient residential facilities and therefore contracts for such services. CF Merced LLC is a locked residential facility that is used to house clients who require a higher level of care than is provided at a Board and Care or a private residence.

The County does not use this facility often, but it is important to keep this agreement in place to ensure the availability of a bed when a crisis arises. Having an existing agreement guarantees the County a negotiated rate. This agreement is at no cost unless the County uses a bed.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The most recent agreement for this facility was approved by the Board on September 15, 2021 by Resolution Number 2021-508.

The Board of Supervisors approved the First Amendment on January 4, 2022 by Resolution Number 2022-8.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this agreement is not approved, the placement options available to the Health and Human Services Agency would be limited. Without an agreement in place, finding an open bed for this level of care could be more difficult, and the costs could increase.

FINANCIAL IMPACT:
This contract will continue to be paid by realignment revenue within the Behavioral Health budget unit 1001-402. There is no impact on the General Fund.

ATTACHMENTS:
CF Merced Agreement 2023 - June 29 2022 (PDF)

REF ID# 13134

Attachment: CF Merced 2023 - Res No 2022-439 Wsignature (RES-2022-685 : First Amendment - Contract with CF Merced LLC for Inpatient

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

Attachment: CF Merced 2023 - Res No 2022-439 Wsignature (RES-2022-685 : First Amendment - Contract with CF Merced LLC for Inpatient

Attachment: CF Merced 2023 - Res No 2022-439 Wsignature (RES-2022-685 : First Amendment - Contract with CF Merced LLC for Inpatient

AGREEMENT FOR INPATIENT RESIDENTIAL 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 CF Merced, LLC (dba Merced Behavioral Center) ("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 inpatient residential services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $200,000 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.

Attachment: CF Merced 2023 - Res No 2022-439 Wsignature (RES-2022-685 : First Amendment - Contract with CF Merced LLC for Inpatient

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all 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.

Attachment: CF Merced 2023 - Res No 2022-439 Wsignature (RES-2022-685 : First Amendment - Contract with CF Merced LLC for Inpatient

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
CF Merced, LLC
Dba Merced Behavioral Center
1255 "B" Street
Merced, CA 95341

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

Attachment: CF Merced 2023 - Res No 2022-439 Wsignature (RES-2022-685 : First Amendment - Contract with CF Merced LLC for Inpatient

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

17. NO WAIVER

Attachment: CF Merced 2023 - Res No 2022-439 Wsignature (RES-2022-685 : First Amendment - Contract with CF Merced LLC for Inpatient

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

Attachment: CF Merced 2023 - Res No 2022-439 Wsignature (RES-2022-685 : First Amendment - Contract with CF Merced LLC for Inpatient

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

Attachment: CF Merced 2023 - Res No 2022-439 Wsignature (RES-2022-685 : First Amendment - Contract with CF Merced LLC for Inpatient

the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

Jeri Allgood, Administrator
CF Merced, LLC

COUNTERSIGNED:
(Government Code §25103)

~~Keith Williams~~ Danielle Bondshu
~~Interim~~ Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: CF Merced 2023 - Res No 2022-439 Wsignature (RES-2022-685 : First Amendment - Contract with CF Merced LLC for Inpatient

Exhibit A
SCOPE OF WORK

Residential care in a locked Psychiatric Skilled Nursing Facility provided by CF Merced LLC, dba Merced Behavioral Center located at 1255 B Street, Merced, CA 95340. Treatment services to include daily needs: food, bed, monthly barber, hairstyling services, basic hygiene products. Special needs: activities, nursing services, special treatment program to provide a structured educational living environment which provides for each residents psycho social needs.

Services and Personnel

CONTRACTOR shall provide psychiatric inpatient services to COUNTY beneficiaries who are authorized for services by COUNTY.

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

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

Progress Notes and Discharge

Contractor shall notify County of the proposed discharge date of all persons served under this Agreement.

In a timely manner and as mutually agreed upon, the CONTRACTOR shall provide to the COUNTY "Case Progress Summarization Notes" and a copy of the Discharge Summary for each client including any mental health assessments and diagnosis. Prior to discharge, the CONTRACTOR shall contact the COUNTY's assigned Hospital Liaison by phone, secure email or secure fax for coordination and consultation purposes. Secure fax number is 209 742-0996 and phone is 209 966-2000. Client records shall include enough information for an evaluation of services provided.

Protected Health Information (PHI)

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.

Attachment: CF Merced 2023 - Res No 2022-439 Wsignature (RES-2022-685 : First Amendment - Contract with CF Merced LLC for Inpatient

CONTRACTOR will train all staff on policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions. Only encrypted PHI as specified in the HIPAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

Contractor will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:
HIPAA / 45 C.F.R. Parts 160 and 164
LPS / W&I Codes Sections 5328-5328.15
45 C.F.R. Part 2
HITECH Act 42. U.S.C. Section 17921 et. seq.
CMIA Ca Civil Code 56 through 56.37
Title 9, CCR Section 1810.370(a)(3)

Security Breaches

All security breaches will be reported immediately to the Quality Assurance unit and DHCS via phone, fax, or mail with in 48 hours_.(as defined by the HITECH Act)

Outgoing Patient Policy

CONTRACTOR agrees to prescribe 30 day supply of required medication to HHSA clients upon discharge from Contractor's facility.

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

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

Attachment: CF Merced 2023 - Res No 2022-439 Wsignature (RES-2022-685 : First Amendment - Contract with CF Merced LLC for Inpatient

Exhibit B
COST PROPOSAL

Daily Rate: $218.47

Patch Rate: $360.00

Bed Hold Rate: $209.57
(Does not include medication, medical doctor visits, psychiatric visits, or other ancillary services.)

The Daily Rate will change during the contract period when the State of California updates the rates and is effective on the date of service. The total amount of the contract is not to exceed $200,000.

The Patch Rate may be changed for certain clients with severe needs subject to concurrent review and mutual agreement of County and Contractor. Contractor will coordinate weekly reviews with County staff.

Attachment: CF Merced 2023 - Res No 2022-439 Wsignature (RES-2022-685 : First Amendment - Contract with CF Merced LLC for Inpatient

MARIPOSA COUNTY

Probation · (209) 966 3612

RESOLUTION - ACTION REQUESTED 2022-686

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Agreement for Professional Services with Howard Glidden, PhD.

RECOMMENDATION AND JUSTIFICATION:
Approve Agreement with Howard Glidden, PhD for Professional Neuropsychological Evaluation Services in an Amount Not to Exceed $20,000 Per Year for Five Years; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Dr. Glidden has been providing these services to clients of the Probation Department for several years. Dr. Glidden's evaluation and recommendation for treatment assists the Probation Officers with determining appropriate referrals and services to clients.

Dr. Glidden will furnish a detailed written psychological report that includes discussions, assessments and conclusions of the client's mental functioning at the time of the interview, and provide clinical opinions and recommended services and treatment, based on the available data.

Approval of this agreement will allow Dr. Glidden to continue to provide these services to probation clients.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This is the first time the Probation Department has executed a formal agreement with Dr. Howard Glidden.

The Board has approved other similar agreements for other departments.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The alternative and consequences of negative action would prevent the Probation Department from recommending and providing appropriate services and treatment options to the client or the Court.

FINANCIAL IMPACT:
There will be no financial impact to the General Fund.

ATTACHMENTS:
Professional Service Agreement.Glidden (PDF)

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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of OCTOBER 1, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and DR. HOWARD J. GLIDDEN, PHD, ("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 October 1, 2022 and terminate on September 30, 2027 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall provide detailed professional neuropsychological evaluations and treatment recommendations of clients referred by the Probation Department 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 $20,000.00 per year. The Contractor's rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within forty-five (45) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $2,000,000 per accident for bodily injury or disease.

Attachment: Professional Service Agreement.Glidden (RES-2022-686 : Agreement for Professional Services with Howard Glidden, PhD.)

(4) Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

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

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

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

Attachment: Professional Service Agreement.Glidden (RES-2022-686 : Agreement for Professional Services with Howard Glidden, PhD.)

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

As Contractor is not the 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.

Attachment: Professional Service Agreement.Glidden (RES-2022-686 : Agreement for Professional Services with Howard Glidden, PhD.)

9. ASSIGNMENT

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

10. NOTICE

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

CONTRACTOR:
Howard J. Glidden, PHD
1660 E. Herndon, STE 150
Fresno, CA 93720

COUNTY:
Mariposa County Probation Department
County of Mariposa
5091 Bullion Street/PO Box 76
Mariposa, CA 95338
Fax (209) 742-5961

11. COMPLIANCE

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

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Chief Probation Officer, Edward Judy. 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.

Attachment: Professional Service Agreement.Glidden (RES-2022-686 : Agreement for Professional Services with Howard Glidden, PhD.)

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon 60 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.

16. NO WAIVER

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

17. DISPUTES

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

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

18. CAPTIONS

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

Attachment: Professional Service Agreement.Glidden (RES-2022-686 : Agreement for Professional Services with Howard Glidden, PhD.)

19. NUMBER AND GENDER

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

20. MANDATORY AND PERMISSIVE

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

21. SUCCESSORS AND ASSIGNS

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

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. OTHER DOCUMENTS

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

24. CONTROLLING LAW

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

25. AUTHORITY

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

26. NEGOTIATED AGREEMENT

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

Attachment: Professional Service Agreement.Glidden (RES-2022-686 : Agreement for Professional Services with Howard Glidden, PhD.)

27. NO RELIANCE ON REPRESENTATIONS

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

28. WARRANTY

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

29. FUNDING AVAILABILITY

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

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

Attachment: Professional Service Agreement.Glidden (RES-2022-686 : Agreement for Professional Services with Howard Glidden, PhD.)

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

COUNTY OF MARIPOSA	CONTRACTOR
Rosemarie Smallcombe Board of Supervisors, Chair	Howard J. Glidden, PHD

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel

Attachment: Professional Service Agreement.Glidden (RES-2022-686 : Agreement for Professional Services with Howard Glidden, PhD.)

Exhibit A

SCOPE OF WORK

Contractor agrees to furnish the personnel and equipment necessary to provide a detailed clinical evaluation of individuals who are "involved" with the legal system and referred for such services by the Mariposa County Probation Department. Such evaluations shall include interviewing the individual being evaluated and parents or legal guardians, and may require Contractor to testify orally in court as an expert witness.

Contractor agrees to furnish a detailed written psychological report to include an introduction and contextual information about the assessment, the subject of the evaluation, purpose of the evaluation, sources of information, data, and summary of the relevant history collected. The written report shall feature discussions, assessments and conclusions of the individual's current mental functioning at the time of the interview, including appearance, affect, behavior, and cognitive functions. The psychology report shall provide clinical opinions and recommended services and treatment, based on the available data. If requested, the Contractor shall include their clinical opinion as to the subject's competence to understand the court proceedings.

Contractor agrees to provide a detailed written psychological report to the Probation Department, or designated party, within thirty (30) days of request for service.

Attachment: Professional Service Agreement.Glidden (RES-2022-686 : Agreement for Professional Services with Howard Glidden, PhD.)

Exhibit B

COST PROPOSAL

For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, the billing rate shall be $1,000.00 per completed psychological evaluation, written report, and recommendations for care and treatment of individual assessed. Court preparation and testimony, and travel time from portal to portal will be billed at $200.00 per hour. Costs for all services will not exceed $20,000.00 per contract year.

Attachment: Professional Service Agreement.Glidden (RES-2022-686 : Agreement for Professional Services with Howard Glidden, PhD.)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-687

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve First Amendment with Fehr & Peers for the Local Road Safety Plan

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RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment with Fehr & Peers for the Local Road Safety Plan Extending the Term of Agreement to December 31, 2023; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The Local Road Safety Plan is a report that identifies traffic accident injuries and fatalities on our public roads and proposes countermeasures to eliminate them. Identifying and mapping collisions throughout the County leads to patterns and potential problem areas identified. The draft study will be presented to the Board in February.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On March 16, 2021, Resolution 2021-135 the Board approved the Public Works Director to advertise, award, and sign the agreement for a Request for Qualifications (RFQ) for Local Road Safety Plan (LRSP).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, and the County will be unable to seek future grant funding related to the Highway Safety Improvement Program (HSIP).

FINANCIAL IMPACT:
This Project is funded 90% through grant resources with a 10% Local Match requirements which can be satisfied through appropriated resources. Total Project Cost for this required report remains $80,000.

ATTACHMENTS:
LRSP_Contract_FehrandPeers_2021_135 (PDF)
Fehr&Peers - First (PDF)

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

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-135

MEETING: March 16, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve Advertising for a Request for Qualifications for Local Road Safety Plan (LRSP)

RECOMMENDATION AND JUSTIFICATION:
Approve advertising for a Request for Qualifications (RFQ) for Local Road Safety Plan (LRSP); and Authorize the Public Works Director to Award and Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

The LRSP will become a living document regarding traffic safety used to coordinate the efforts of a wide range of organizations to reduce traffic accident fatalities and injuries on our public roads. The plan will identify low cost systematic ways to improve safety such as improving traffic striping retroreflectivity, installation of rumble strips or removing vegetation to clear a driver's line-of-sight to a traffic sign. The plan will also allow the County to propose large traffic safety projects at multiple locations that have similar safety issues.

The LRSP has been in existence for the last decade across the country, however, Caltrans and the FHWA have determined that it will be required beginning with the Highway Safety Improvement Plan (HSIP) Cycle 11 estimated on or about around April 2022.

This Project is funded 90% through grant resources with a 10% Local Match requirement which can be satisfied through appropriated resources. Total Project Cost for this required report is estimated at $80,000.00

BACKGROUND AND HISTORY OF BOARD ACTIONS:

An application for funding was submitted to Caltrans on July 14, 2020. A congratulatory email was received on September 24, 2000. An allocation request was submitted on October 8, 2020. A Notice to Proceed was received on January 13, 2020. The LRSP must be completed before the next HSIP cycle in April 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, and the County will be unable to seek future grant funding related to the Highway Safety Improvement Program (HSIP).

REF ID# 11521

Attachment: LRSP_Contract_FehrandPeers_2021_135 (RES-2022-687 : Approve First Amendment with Fehr & Peers for the Local Road Safety

Resolution - Action Requested 2021-135

ATTACHMENTS:
RFQ for LRSP Local Road Safety Plan (PDF)
Letter for LRSP (PDF)

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

Attachment: LRSP_Contract_FehrandPeers_2021_135 (RES-2022-687 : Approve First Amendment with Fehr & Peers for the Local Road Safety

Res. 21-135

21-047

AGREEMENT FOR LOCAL ROAD SAFETY PLAN (LSRP)

THIS AGREEMENT ("Agreement") is made and entered into this 13th day of July, 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Fehr & Peers ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on June 15, 2021 and terminate on December 31, 2022 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform Local Road Safety Plan 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 $79,979.51. Contractor's hourly rates are listed in Exhibit B, "Cost Proposal." County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Attachment: LRSP_Contract_FehrandPeers_2021_135 (RES-2022-687 : Approve First Amendment with Fehr & Peers for the Local Road Safety

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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 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

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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:
Fehr & Peers
1013 Galleria Blvd. Suite 255
Roseville, CA 95678
925.930.7100

COUNTY:
Mariposa County
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

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12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act.

To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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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.

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29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor will perform its work 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

53E7B0E5755
Marshall Long
ZorroSign
~~Shannon Hansen, Deputy Director~~

Marshall Long, Board Chair
Mariposa County

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
ZorroSign
Steven W. Dahlem
County Counsel

CONTRACTOR

53E7B0E575F
ZorroSign
Fehr & Peers

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EXHIBIT "A"

INTRODUCTORY LETTER

PROPOSAL FOR THE DEVELOPMENT OF A LOCAL ROADWAY SAFETY PLAN (LRSP) IN MARIPOSA COUNTY

Gary Brown, County Engineer
County of Mariposa
Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

Dear Mr. Brown,

The LRSP developed for Mariposa County will be much more than a document that sits on the County website. The LRSP will be used by decision-makers to understand and increase transportation safety in the region, with a goal of ultimately reducing severe injury and fatal collisions. It will also form the ongoing basis for how the County competes for Highway Safety Improvement Program (HSIP) funding by streamlining and optimizing the HSIP application processes: eligible projects will be identified, the most competitive projects will be prioritized, and feasible safety improvement concepts will be developed.

We know what it takes to produce a successful HSIP application – Fehr & Peers has helped agencies and their stakeholders win over 50 grant funding pursuits totaling awards of over $180 million. We also have extensive experience partnering with our clients to pursue their critical safety goals at the planning, implementation, and evaluation stages. We would be honored to have the opportunity to work together with Mariposa County on this important effort.

We are uniquely positioned for this effort due to our specific qualifications.

- **We use a data-driven, systemic safety approach.** We have worked with over 90 cities and counties across California in developing multimodal safety plans and grant applications, including Vision Zero Plans, LRSPs, and Systemic Safety Analysis Reports (SSARs). Our staff have been trained by FHWA in the LRSP process and are leading efforts in California and beyond to support the transition to this more data-driven, systemic approach to safety. Our proposed scope includes new technology, via Ecopia, to efficiently inventory roadway characteristics, including bicycle and pedestrian infrastructure.
- **We develop feasible, fundable, locally derived projects.** While we thrive on analytics and the objective selection of countermeasures based on benefit-cost analysis, we also recognize that for projects to be built – and make a difference in safety – they must reflect community values, address the critical safety needs identified in the data analysis, and position well for competitive funding. We have a strong track record of supporting our clients from the earliest planning stage all the way through grant writing, near-term quick build implementation, long-term design and construction support, and project evaluation.

FEHR & PEERS
FEHR & PEERS
1013 Galleria Boulevard, Suite 255 | Roseville, CA 95678
www.fehrandpeers.com

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- **We are national experts, locally based.** Fehr & Peers has served as a trusted advisor to many clients as they move into new areas of data, analytics, design, and policy. We have worked with Caltrans to develop new safety analysis techniques and guidance for the State Highway System. We are working with FHWA as they establish policies and a national brand for the Safe System approach and an associated revamp of HSIP. We are also leading ITE's development of a guide to essential components of safety impact assessment.

Our proposed team brings a range of experience and safety expertise to this project. Our project manager, Rod Brown, AICP, PTP, RSP1, has worked with Mariposa County in the past to successfully deliver the most recent Mariposa County Regional Transportation Plan on a short timeline. He has also led implementation of new pedestrian safety analysis techniques for Caltrans. Our principal-in-charge, Meghan Mitman, AICP, RSP1, brings national expertise in Vision Zero and Safe System planning and policy setting, service in ITE Safety Council leadership, and nearly two decades of project experience in reactive and proactive multimodal safety planning and design. Our lead safety engineer/planner, Ashlee Takushi, has consulted on a variety of safety-related projects (multiple LRSPs as well as a vision zero plan, systemic safety analysis report, and an active transportation plan) and leads our company-wide LRSP initiative. Dave Stanek, PE, RSP1, brings wide experience working on safety improvements on state highways. Adrian Engel, PE, will apply his expertise on safety projects especially for pedestrians, bicyclists, and more developed areas.

We acknowledge the content of the RFP and Addendum #1 .

We are excited and prepared to perform the services and adhere to the requirements described in this RFP. As a principal of Fehr & Peers, I, Meghan Mitman, am authorized to bind the firm contractually. This proposal is a firm offer for a 90-day period. Please contact me at (925) 930-7100 or m.mitman@fehrandpeers.com, or our proposed project manager, Rod Brown, at (916) 773-1900 or r.brown@fehrandpeers.com, should you have any questions or would like to discuss our submission further.

Sincerely,

Meghan Mitman, AICP, RSP1
Principal, Fehr & Peers
(925) 930-7100
m.mitman@fehrandpeers.com
1013 Galleria Boulevard, Suite 255
Roseville, CA 95678

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REQUIREMENTS STATEMENT

TASK 1
Project Management

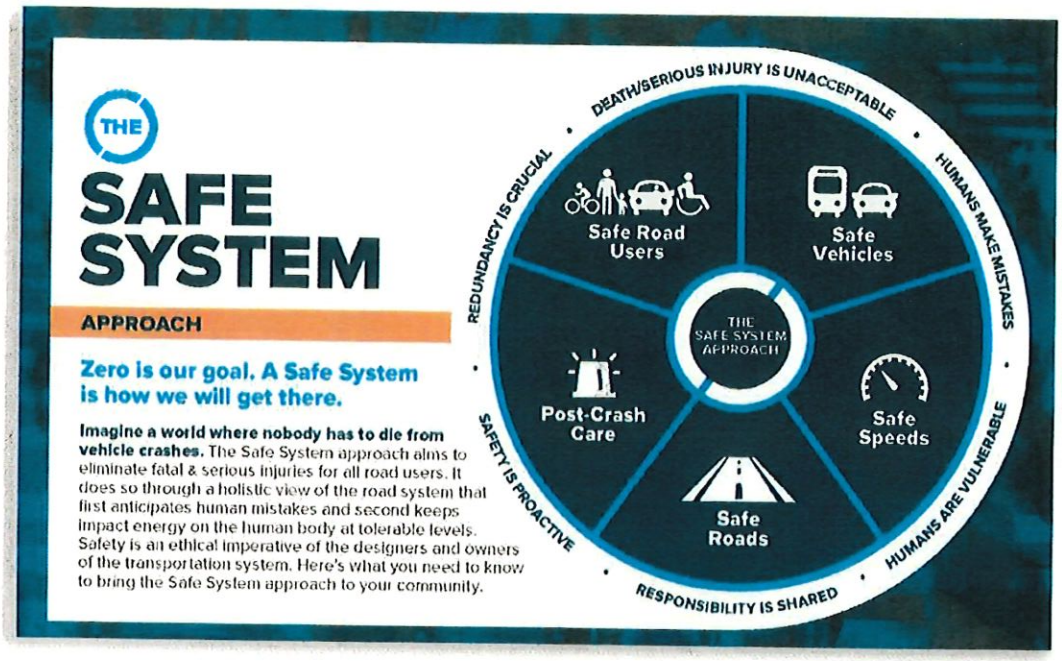
Kickoff Meeting. At the start of the project, Fehr & Peers will organize a project kickoff meeting with Mariposa County staff to discuss the goals, objectives, tasks, project schedule, County expectations, and Caltrans's grant requirements. This meeting will include a review of the purpose and key components of the following tasks. We will also present examples from recently completed LRSPs from across California for reference.

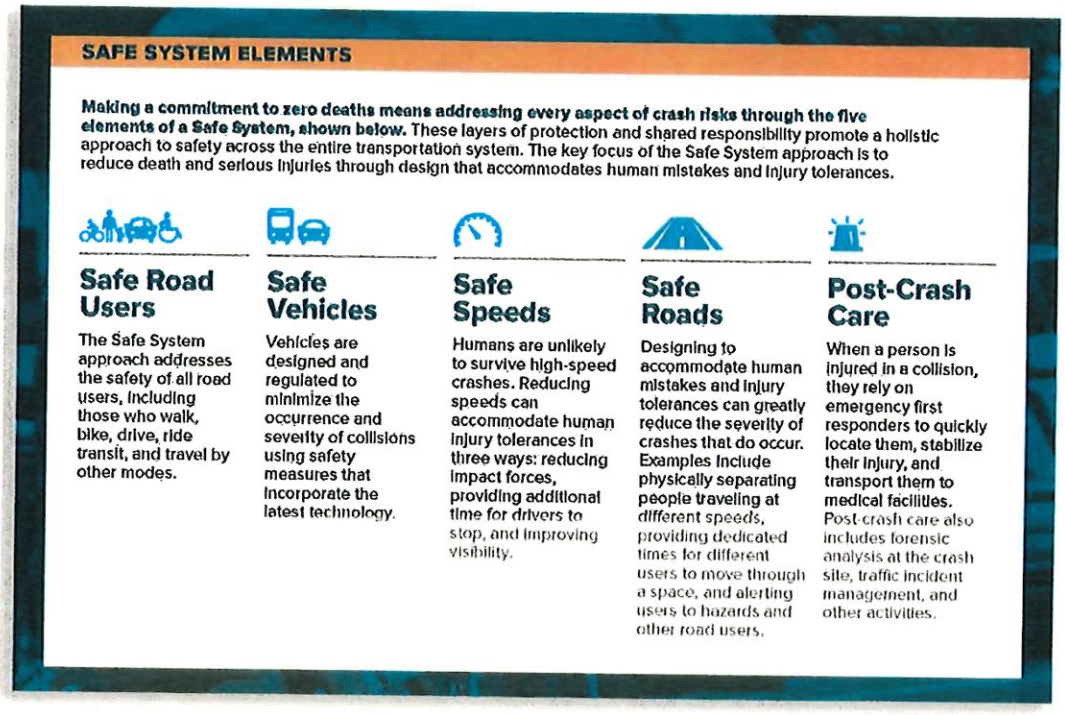
Stakeholders Group. Fehr & Peers will work with County staff to develop a stakeholder working group comprised of key organizations that have influence and experience with safety in the county. This stakeholder group will support establishment of emphasis areas and provide input into the development of local plans in accordance with key elements of FHWA's Safe System approach (Safe Road Users, Safe Roads, Safe Speeds, and Post-Crash Care). This group will be key to fulfilling the Safe System approach to safety, where road safety is a shared responsibility amongst everyone, including those that design, build, operate, and use the road system. Key stakeholders may include Public Works Engineering, Sheriff's Office, Caltrans, transit, local schools, local fire departments, Mariposa County Health and Human Services, tribal representatives (California Valley Miwok Tribe and American Indian Council of Mariposa County), as well as local businesses (e.g., chambers of commerce), community-based organizations, and community leaders.

Fehr & Peers will hold two stakeholder meetings during the project.

- The purpose of the first stakeholder meeting will be to educate stakeholders of the goals of the agencies' LRSPs, to discuss partnerships for addressing safety, to discuss safety focus areas, and to discuss current and planned programs related to transportation safety.
- We will work with County staff to organize a second stakeholder meeting, after developing the draft priority project recommendations. At this meeting, we will provide an overview of the collision analysis and review of the emphasis areas and will discuss potential non-engineering strategies with the group.

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Biweekly Progress Meetings. We will hold biweekly progress meetings with County staff and other key personnel as identified by the County to discuss project status and progress, review new results, prepare for upcoming tasks, debrief on completed tasks, and troubleshoot any other potential issues that could adversely affect the schedule or budget. We will use Microsoft Sharepoint to share files with County staff and allow interactive comments. Invoices, with accompanying progress reports, will be delivered monthly.

All stakeholder meetings and monthly progress meetings will be held via phone and/or video conference. We will use our Microsoft Teams conference system or the County's own system, if preferred.

Task 1 Deliverables

- Kick-off meeting agenda and meeting minutes
- Stakeholder roster
- Stakeholder meeting agendas and minutes
- Progress meeting agendas and minutes
- Monthly invoices with progress reports

TASK 2

Review Crash, Traffic, and Roadway Data

Fehr & Peers will collect and review data from several sources:

Plans, Policies, and Programs. We will review relevant local agency plans, policies, and programs related to transportation safety including but not limited to the County Regional Transportation Plan, General Plan, Strategic Plan, Bicycle and Pedestrian Transportation Plan, and Capital Improvement Program. As the Caltrans District 10 Active Transportation Plan is developed, we will also work to obtain data and information from that plan. The purpose of this review will be to document existing efforts, data sources, and policies that address transportation safety and to set the stage for identifying emphasis areas.

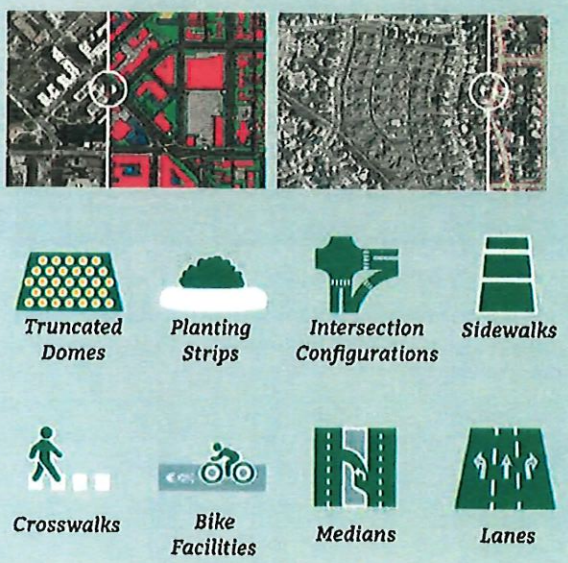
Collision Data. We will obtain data for the past five years from the Statewide Integrated Traffic Records System (SWITRS) and the Transportation Injury Mapping System (TIMS). Although the County does not maintain a separate collision database such as Crossroads, we will coordinate with the County to incorporate additional GIS-mapped data, where feasible, about collisions since 2019; or we will include anecdotal data, such as include safety-related complaints or requests that local agencies and law enforcement have received.

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In some locations, safety improvements may have been made during the period of data collection. We will request local agency data on such improvements so that those locations may be analyzed with that consideration.

Ecopia Data Examples

Ecopia applied AI to identify a number of facilities using geospatial imagery.



Infrastructure & Built Environment Data. Infrastructure and built environment data are critical to understand how contextual characteristics contribute to commonly occurring collision types. Gaps in the data are likely throughout the region. To address these gaps, we will work with the County to identify high priority features to collect using a three-pronged approach:

- Some features of interest may be available through publicly available sources such as OpenStreetMap. These features will be downloaded and placed in the web map to collaboratively review and improve the accuracy of each feature.
- We will supplement data that may be available from the county (e.g., sidewalk, crosswalk, bike facility, signal inventories) with data collected in partnership with Ecopia, supplier to Fehr & Peers.
- We have allocated up to eight hours of staff time to manually code contextual data into GIS for any potentially critical data not available from the above-mentioned sources.

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Collision Analysis. Our first step for collision analysis will be to identify the top intersections and corridors that account for a disproportionate share of severe and fatal collisions (i.e., hot spot analysis). We will also use the Fehr & Peers Collision Analysis Tool (FPCAT) to rapidly and efficiently identify key factors in these collisions. This data will be used to create a High Injury Network for the county, including locations of particular concern for drivers, pedestrians, and bicyclists.

Our second step will be to define collision profiles that represent the most frequent and most severe crash typologies countywide. Defining collision profiles is a systemic approach that identifies risk factors from the contextual data; these profiles will support identifying locations that have inherent collision risk, even if collision history does not indicate an apparent safety concern. This approach allows the County to be both proactive and reactive when addressing safety.

Fehr & Peers will provide a memorandum that summarizes the collision dataset, includes maps of the collision data, highlights collision hot spot locations, and provides an overview of each collision profile, including key statistics for each typology.

Custom Web Map. We will use a custom web map for internal use to share working data, including working collision datasets and contextual information, as well as any information about intersections and roadway segments of concern as they are identified. This will enable meaningful exchange of progress and input from the County throughout our analytical process, as this web map may be used throughout the project to share additional data and conclusions. We will refer to this web map during our biweekly check ins.

Task 2 Deliverables

- Memorandum summarizing results of the data collection and collision analysis (with consolidated revisions to be reflected in the draft LRSP)
- Web map to share in-progress data and maps with County staff

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TASK 3
Public Engagement

Virtual Meetings, Factsheet, and Website Content. Using the results of Task 2, we will create a factsheet describing the project, the project timeline, and opportunities for the public to get involved; we will also summarize the results of the analysis. This content will be provided in a format to be posted on the County's website.

From our work on the RTP, we know that county residents have several concerns about transportation safety. In an online survey we conducted for that project in early 2019 with 179 respondents, four key safety issues were prominent:

- Many drivers were concerned about safety on state highways.
- Pedestrians generally felt unsafe walking on local roads and had concerns with missing sidewalks, poor condition of existing sidewalks, and lack of safe crossings, particularly in Mariposa.
- Bicyclists generally do not feel safe riding on Mariposa County roads.
- Respondents with children attending local schools felt there were insufficient safe bicycling and pedestrian routes for students to get to school.

Fehr & Peers will host two virtual public meetings via Zoom to allow the public to provide input on the plan and gain additional information about public safety concerns. These meetings will be held after completion of Task 2, Review Crash, Traffic, and Roadway Data, with the purpose of listening to input on key issues and opportunities. This input is expected to help clarify or prioritize our analysis, and potentially also expand it if additional areas of concern are identified. These meetings will have the same content but be provided at different times based on consultation with the County. We will create a presentation, including maps and charts, summarizing the results of the collision analysis and initial conclusions identified. We will then provide the public the opportunity to comment on the analysis and to discuss their safety concerns.

Presentation to Board of Supervisors. Fehr & Peers will present the final LRSP to the Board of Supervisors. The presentation will include a summary of collision patterns and trends, safety priorities identified by the analysis, countermeasures, and priority recommended projects.

Presentation is presumed to be made via video conference.

Task 3 Deliverables

- Two virtual public meetings, including presentation and meeting summaries
- Project factsheet, including a draft and a final version based on one round of comments
- Content for a project website
- Presentation of Final LRSP to the Board of Supervisors

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TASK 4
Draft LRSP

Development of Countermeasures Fehr & Peers has developed a number of safety countermeasure toolboxes for the various safety studies we have supported throughout California; we will pull resources from our previous work to define a toolbox of engineering countermeasures that are focused on the context of safety concerns for the county. We will also expand on these past resources to include additional relevant countermeasures that may be appropriate and of interest to the county, based on our intimate familiarity with countermeasure resources such as the CMF *Clearinghouse, Caltrans Local Roadway Safety Manual* (LRSM), FHWA *Manual for Selecting Safety Improvements on High Risk Rural Roads, FHWA PedSAFE/BikeSAFE, Highway Safety Manual* (HSM), and various NCHRP studies, including the recent *Guidance to Improve Pedestrian and Bicyclist Safety at Intersections* (NCHRP Report 926, 2020).

For each countermeasure identified, we will include any quantitative efficacy (such as a crash modification factor) and qualitative cost (such as $ versus $$$). We will also provide a table that identifies which countermeasures are applicable for each of the collision profiles.

Our toolbox will include non-engineering countermeasures to be used in conjunction with the engineering measures and to address problems that infrastructure cannot solve on its own. We've developed a menu of educational, policy and program, and deterrence measures that address behavioral issues (such as drinking and driving and yielding to pedestrians) and apply best practices (such as maintenance programs).

Implementation of LRSP As part of this task, Fehr & Peers will expand upon the collision profiles to include countermeasures identified as described above. This will serve as the implementation strategy for the systemic approach.

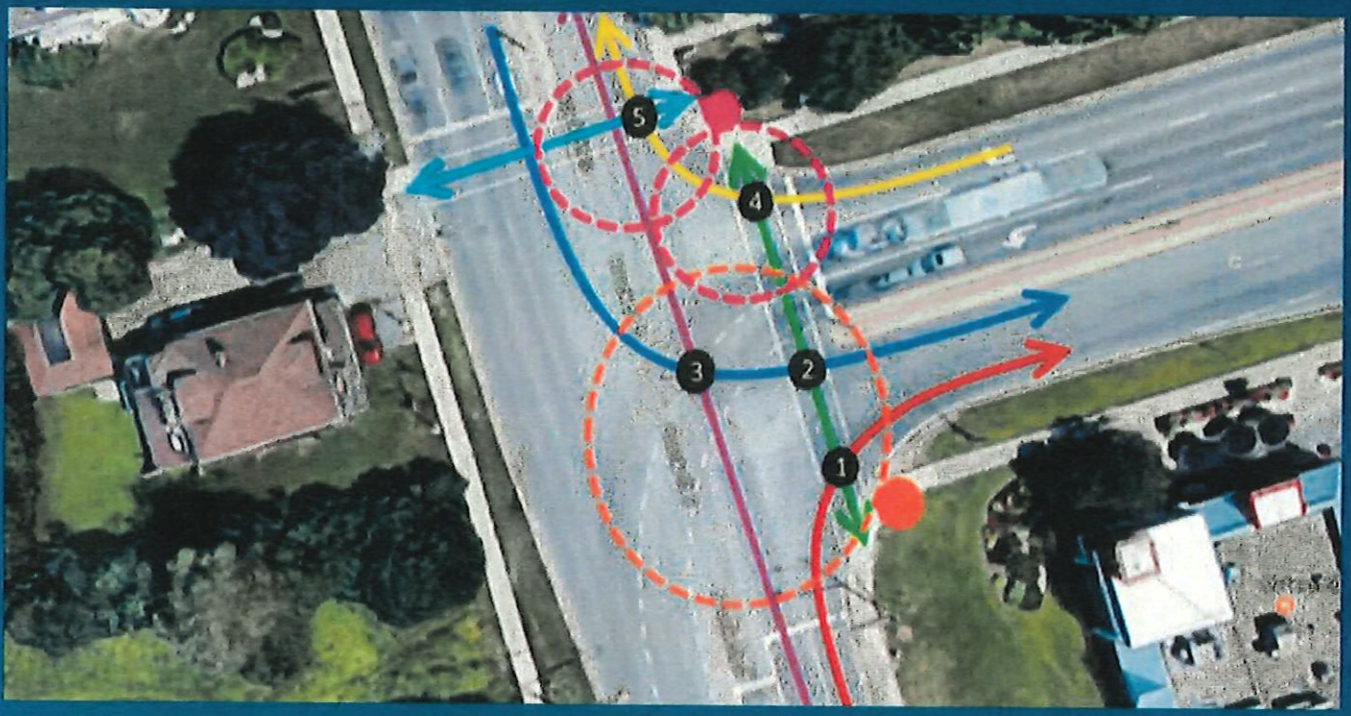
Through the results of hot spot and systemic evaluation in Task 2, we will identify 10 priority projects (spot, systemic, or comprehensive) with County staff. Fehr & Peers will identify project descriptions based on our evaluation of the safety data, a field review of the project sites, discussions with County staff during bi-weekly meetings, and countermeasure efficacy. The top three projects selected by the County will be supplemented with planning level project information including an 8-1/2" x 11" conceptual exhibit, cost estimate, and HSIP analyzer calculation.

Attachment: LRSP_Contract_FehrandPeers_2021_135 (RES-2022-687 : Approve First Amendment with Fehr & Peers for the Local Road Safety

Brisk LUMINA

- Near-miss analysis
- Traffic video analysis
- Vehicle-pedestrian interaction analysis

We have worked with BriskLUMINA to conduct near-miss analysis using their conflict detection algorithms. They use artificial intelligence and deep learning to analyze traffic video to detect, classify, and track the movements of road users. Trajectory data and vehicle-pedestrian interactions are then extracted. Surrogate safety measures are subsequently derived, evaluated, and used to identify near misses and assess the safety of the study location.



Attachment: LRSP_Contract_FehrandPeers_2021_135 (RES-2022-687 : Approve First Amendment with Fehr & Peers for the Local Road Safety

We will also lay out an approach to monitoring safety outcomes to evaluate the county's progress towards reducing severe injury and fatal collisions, including evaluation of safety project implementation. The monitoring strategy will include discussion of new near-miss safety vendors, which Fehr & Peers has had the opportunity to test on a number of projects in California.

Fehr & Peers will finalize the emphasis areas with feedback by County staff during bi-weekly project management meetings. Fehr & Peers will then organize a second and final stakeholder meeting as describe in Task 1. At this meeting, we will provide an overview of the collision analysis and review of the emphasis areas and will discuss potential non-engineering strategies with the group. Fehr & Peers will lead the meeting with a preliminary list of non-engineering strategies focused on the collision profiles and emphasis areas, and will highlight that enforcement strategies should be sensitive to marginalized communities.

Documentation Fehr & Peers will develop the administrative draft LRSP, which will include a refinement of the emphasis areas and strategies. To support implementation of the emphasis areas and project list, the LRSP will identify potential funding sources. The LRSP will include the findings of all previous tasks.

Task 4 Deliverables

- Draft and final (based on one set of consolidated comments) countermeasure toolbox
- Administrative draft report

TASK 5
Final LRSP

Fehr & Peers will revise the administrative draft LRSP based on up to two rounds of consolidated comments by County staff and stakeholders. The final draft will then be presented to the Board of Supervisors for adoption. We have also budgeted for one minor editorial round of revision if the Board of Supervisors requests any editorial changes.

Task 5 Deliverables

- Final LRSP, based on up to two consolidated rounds of County staff and stakeholder review and one minor round of Board of Supervisors review

TASK 6
HSIP Applications (Optional)

Using our extensive experience developing successful HSIP grant applications, Fehr & Peers will further develop up to three projects from the priority project list to the 30% level, as well as other materials needed for the grant applications. This will include project drawings, cost estimates, and narratives necessary to compete well for limited funding. We will work with Mariposa County staff to submit the grant applications.

Task 6 Deliverables

- Materials to support HSIP grant applications (up to three), including 30% design drawings and cost estimates, as well as engineer's check list and narratives

Attachment: LRSP_Contract_FehrandPeers_2021_135 (RES-2022-687 : Approve First Amendment with Fehr & Peers for the Local Road Safety

EXHIBIT "B"

Fehr & Peers' Fee Proposal for Mariposa LRSP

Tasks	Rod Brown Project Manager $47.12	Meghan Mitman Principal-In-Charge $96.15	Ashlee Takushi Safety Engineer/ Planner $37.50	Eric Howard Lead Planner $42.31	David Stanek Lead Engineer $63.94	Adrian Engel Engineer / Active Transp. Expert $64.90	David Manciati Engineer $38.94	Terence Zhao GIS Lead $36.54	JoLynn Souto Admin $35.10	Labor Hours	Labor Cost	Fringe Benefits 71.73%	Indirect Costs 103.94%	Profit 10.00%	Direct Costs	Total
Task 1: Project Management																
Kick-Off Meeting	3	2	4						4	13	$624.06	$447.64	$648.65	$172.04		$1,892.39
Stakeholders Group	8	4	10				4	2	3	31	$1,470.70	$1,054.93	$1,528.65	$405.43		$4,459.71
Biweekly Progress Meetings	20		30						17	67	$2,664.10	$1,910.98	$2,769.07	$734.41		$8,078.54
Task 2: Review Crash, Traffic, and Roadway Data																
Data Collection and Collision Analysis	10	2	10	24	2	2	20	16	8	94	$3,955.88	$2,837.54	$4,111.72	$1,090.51	$4,000.00	$15,995.63
Custom Web Map	2	1	2	8				4	2	19	$820.23	$588.35	$852.55	$226.11		$2,487.24
Task 3: Public Engagement																
Virtual Meetings, Factsheet, and Website Content	10	3	8				4	8	3	36	$1,613.03	$1,157.03	$1,676.58	$444.66		$4,891.30
Presentation to Board of Supervisors	4	1						2	1	8	$392.81	$281.76	$408.29	$108.29		$1,191.15
Task 4: Draft LRSP																
Development of Countermeasures	4	1	6		4	4	4	16	4	43	$1,905.79	$1,367.02	$1,980.88	$525.37		$5,779.06
Implementation of LRSP and Documentation	30	8	38	38	8	8	44	26	20	220	$9,611.70	$6,894.47	$9,990.40	$2,649.86		$29,146.23
Task 5: Final LRSP																
Final LRSP	8	3	20					14	4	47	$1,973.13	$1,415.33	$2,050.87	$543.93	$75.00	$6,058.26
Total for all Tasks	97	25	128	70	14	14	76	88	66	578	$25,031.41	$17,955.03	$26,017.66	$6,900.41	$4,075.00	$79,979.51

Notes:

This fee proposal is valid for a period of 90 days from the proposal submittal date.

Mileage is billed at the IRS rate

All direct expenses are billed with no markup or handling fee

Attachment: LRSP_Contract_FehrandPeers_2021_135 (RES-2022-687 : Approve First Amendment with Fehr & Peers for the Local Road Safety

FEHR&PE-01 MICHAELA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/10/2021

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

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

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Gigi Yuen PHONE (A/C, No, Ext): (925) 660-3514 50008 FAX (A/C, No): (925) 416-7869 E-MAIL ADDRESS: Gigi.Yuen@ioausa.com
INSURED Fehr & Peers 1013 Galleria Blvd. Suite 255 Roseville, CA 95678	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: RLI Insurance Company — 13056 INSURER B: Hartford Casualty Insurance Company — 29424 INSURER C: Liberty Insurance Underwriters, Inc — 19917 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: POLICY [X] PRO-JECT [ ] LOC OTHER:			PSB0006683	12/6/2020	12/6/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PSA0002276	12/6/2020	12/6/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			PSE0002889	12/6/2020	12/6/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		57WEGZJ1989	5/1/2021	5/1/2022	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
C	Professional Liab.			AEXNYABEFJ2005	12/6/2020	12/6/2021	Per Claim	5,000,000
C	Professional Liab.			AEXNYABEFJ2005	12/6/2020	12/6/2021	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RS21-4055.00 / Mariposa County LRSP
All Operations of the Named Insured, including the aforementioned project, if any.
General Liability: Please see blanket Additional Insured endorsement attached; such coverage is Primary and Non-Contributory with Waiver of Subrogation included, as required per written contract.
Auto Liability: No company owned vehicles. Please see blanket Additional Insured endorsement with Waiver of Subrogation included, as required per written contract.
Workers' Compensation: Waiver of Subrogation is included as per attached blanket Waiver of Subrogation endorsement, as required per written contract.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

County of Mariposa
4639 Ben Hur Rd
Mariposa, CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Lesley Pancoast

ACORD 25 (2016/03)

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Attachment: LRSP_Contract_FehrandPeers_2021_135 (RES-2022-687 : Approve First Amendment with Fehr & Peers for the Local Road Safety

AGENCY CUSTOMER ID: FEHR&PE-01 MICHAELA
LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY IOA Insurance Services License # 0E67768	NAMED INSURED Fehr & Peers 1013 Galleria Blvd. Suite 255 Roseville, CA 95678
POLICY NUMBER SEE PAGE 1	
CARRIER SEE PAGE 1 / NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:
GENERAL LIABILITY & AUTO LIABILITY INCLUDE THE FOLLOWING PERSON(S) OR ORGANIZATION(S): County of Mariposa, its officers, officials, employees, and volunteers , as required per written contract

ACORD 101 (2008/01)

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Attachment: LRSP_Contract_FehrandPeers_2021_135 (RES-2022-687 : Approve First Amendment with Fehr & Peers for the Local Road Safety

Policy Number: PSB0006683
Named Insured: Fehr & Peers

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS
BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
   a. In the performance of your ongoing operations;
   b. In connection with premises owned by or rented to you; or
   c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
   b. This insurance does not apply to the rendering of or failure to render any "professional services".
   c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
   a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
   b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

   We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Attachment: LRSP_Contract_FehrandPeers_2021_135 (RES-2022-687 : Approve First Amendment with Fehr & Peers for the Local Road Safety

Policy Number: PSA0002276
Named Insured: Fehr & Peers

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

A. Broad Form Named Insured
B. Employees As Insureds
C. Blanket Additional Insured
D. Blanket Waiver Of Subrogation
E. Employee Hired Autos
F. Fellow Employee Coverage
G. Auto Loan Lease Gap Coverage
H. Glass Repair – Waiver Of Deductible
I. Personal Effects Coverage
J. Hired Auto Physical Damage Coverage
K. Hired Auto Physical Damage – Loss Of Use
L. Hired Car – Worldwide Coverage
M. Temporary Transportation Expenses
N. Amended Bodily Injury Definition – Mental Anguish
O. Airbag Coverage
P. Amended Insured Contract Definition – Railroad Easement
Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound
R. Notice Of And Knowledge Of Occurrence
S. Unintentional Errors Or Omissions
T. Towing Coverage

PPA 300 03 13

Attachment: LRSP_Contract_FehrandPeers_2021_135 (RES-2022-687 : Approve First Amendment with Fehr & Peers for the Local Road Safety

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

   Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and
2. Any:
   a. Overdue lease/loan payments at the time of the "loss";

Attachment: LRSP_Contract_FehrandPeers_2021_135 (RES-2022-687 : Approve First Amendment with Fehr & Peers for the Local Road Safety



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57 WEG ZJ1989 **Endorsement Number:**

Named Insured and Address: FEHR & PEERS
100 PRINGLE AVE STE 600
WALNUT CREEK CA 94596

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.

Attachment: LRSP_Contract_FehrandPeers_2021_135 (RES-2022-687 : Approve First Amendment with Fehr & Peers for the Local Road Safety

FEHR&PE-01 MICHAELA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/10/2021

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PRODUCER License # 0E67768
IOA Insurance Services
3875 Hopyard Road
Suite 200
Pleasanton, CA 94588

CONTACT NAME: Gigi Yuen
PHONE (A/C, No, Ext): (925) 660-3514 50008 FAX (A/C, No): (925) 416-7869
E-MAIL ADDRESS: Gigi.Yuen@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : RLI Insurance Company	13056
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C : Liberty Insurance Underwriters, Inc	19917
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Fehr & Peers
1013 Galleria Blvd.
Suite 255
Roseville, CA 95678

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			PSB0006683	12/6/2020	12/6/2021	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY							
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS			PSA0002276	12/6/2020	12/6/2021	BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR							
	X EXCESS LIAB / CLAIMS-MADE			PSE0002889	12/6/2020	12/6/2021	EACH OCCURRENCE	$ 5,000,000
	DED / RETENTION $						AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		57WEGZJ1989	5/1/2021	5/1/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liab.			AEXNYABEFJ2005	12/6/2020	12/6/2021	Per Claim	5,000,000
C	Professional Liab.			AEXNYABEFJ2005	12/6/2020	12/6/2021	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RS21-4055.00 / Mariposa County LRSP
All Operations of the Named Insured, including the aforementioned project, if any.
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Auto Liability: No company owned vehicles. Please see blanket Additional Insured endorsement with Waiver of Subrogation included, as required per written contract.
Workers' Compensation: Waiver of Subrogation is included as per attached blanket Waiver of Subrogation endorsement, as required per written contract.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

County of Mariposa
4639 Ben Hur Rd
Mariposa, CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Lisa Pancoast

ACORD 25 (2016/03)

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Attachment: LRSP_Contract_FehrandPeers_2021_135 (RES-2022-687 : Approve First Amendment with Fehr & Peers for the Local Road Safety

AGENCY CUSTOMER ID: FEHR&PE-01 MICHAELA

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0E67768	NAMED INSURED
IOA Insurance Services		Fehr & Peers 1013 Galleria Blvd. Suite 255 Roseville, CA 95678
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
GENERAL LIABILITY & AUTO LIABILITY INCLUDE THE FOLLOWING PERSON(S) OR ORGANIZATION(S): County of Mariposa, its officers, officials, employees, and volunteers , as required per written contract

ACORD 101 (2008/01)

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Attachment: LRSP_Contract_FehrandPeers_2021_135 (RES-2022-687 : Approve First Amendment with Fehr & Peers for the Local Road Safety

Policy Number: PSB0006683
Named Insured: Fehr & Peers

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
   a. In the performance of your ongoing operations;
   b. In connection with premises owned by or rented to you; or
   c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
   b. This insurance does not apply to the rendering of or failure to render any "professional services".
   c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
   a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
   b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

   We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

PPB 304 02 12

Attachment: LRSP_Contract_FehrandPeers_2021_135 (RES-2022-687 : Approve First Amendment with Fehr & Peers for the Local Road Safety

Policy Number: PSA0002276
Named Insured: Fehr & Peers

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

A. Broad Form Named Insured
B. Employees As Insureds
C. Blanket Additional Insured
D. Blanket Waiver Of Subrogation
E. Employee Hired Autos
F. Fellow Employee Coverage
G. Auto Loan Lease Gap Coverage
H. Glass Repair – Waiver Of Deductible
I. Personal Effects Coverage
J. Hired Auto Physical Damage Coverage
K. Hired Auto Physical Damage – Loss Of Use
L. Hired Car – Worldwide Coverage
M. Temporary Transportation Expenses
N. Amended Bodily Injury Definition – Mental Anguish
O. Airbag Coverage
P. Amended Insured Contract Definition – Railroad Easement
Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound
R. Notice Of And Knowledge Of Occurrence
S. Unintentional Errors Or Omissions
T. Towing Coverage

PPA 300 03 13

Attachment: LRSP_Contract_FehrandPeers_2021_135 (RES-2022-687 : Approve First Amendment with Fehr & Peers for the Local Road Safety

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE.**

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** Paragraph **A.1. Who Is An Insured** Provision:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

   Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

      (1) Any covered "auto" you lease, hire, rent or borrow; and

      (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and
2. Any:
   a. Overdue lease/loan payments at the time of the "loss";

Attachment: LRSP_Contract_FehrandPeers_2021_135 (RES-2022-687 : Approve First Amendment with Fehr & Peers for the Local Road Safety



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57 WEG ZJ1989 **Endorsement Number:**

Named Insured and Address: FEHR & PEERS
100 PRINGLE AVE STE 600
WALNUT CREEK CA 94596

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.

Attachment: LRSP_Contract_FehrandPeers_2021_135 (RES-2022-687 : Approve First Amendment with Fehr & Peers for the Local Road Safety

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3300	300	45256	Grant Revenue		($72,000)	
3300	300	60301	Professional Services		$72,000	
TRANSFER BETWEEN FUNDS						
				TOTALS	$0	$0

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or appropriating Reserve for Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit.

JUSTIFICATION: LRSP Grant

DEPT HEAD SIGNATURE DATE:

APPROVED BY RES NO. CLERK DATE

300 Roads

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: LRSP_Contract_FehrandPeers_2021_135 (RES-2022-687 : Approve First Amendment with Fehr & Peers for the Local Road Safety

FIRST AMENDMENT TO AGREEMENT FOR LOCAL ROAD SAFETY PLAN (LRSP)

THIS FIRST AMENDMENT TO AGREEMENT FOR LOCAL ROAD SAFETY PLAN, 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 Fehr & Peers, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated July 13, 2021, wherein **Contractor** agreed to provide Local Road Safety Plan (LRSP) services; and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement;

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

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to December 31, 2023.

Except as herein amended, the Agreement dated July 13, 2021, 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
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Meghan Mitman, Principal Fehr & Peers
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Fehr&Peers - First (RES-2022-687 : Approve First Amendment with Fehr & Peers for the Local Road Safety Plan)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-688

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve a Fourth Amendment with Dewberry Engineering Services on White Rock Bridge #32

RECOMMENDATION AND JUSTIFICATION:
Approve a Fourth Amendment with Dewberry for Engineering Services on White Rock Road Over Mariposa Creek Bridge (40C0032) Extending the Term of Agreement to December 31, 2025; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The County and Caltrans have come to an agreement regarding the skew of the bridge. The existing bridge has sharp 90-degree angles restricting larger trailers from using White Rock Road. The proposed bridge will have improved geometry allowing larger turning radii. The NEPA and CEQA will be completed in the next 6 months with the revised bridge geometry.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On March 17, 2020 Resolution 2020-137 the Board approved the Third Amendment due to change in ownership.

On June 18, 2019 Resolution 2019-348 the Board approved the Second Amendment to Increase Compensation by $75,191.00 for a new Total Not To Exceed Amount of $431,691.00.

On December 11, 2018 Resolution 2018-593 the Board approved the First Amendment to extend the term of the Agreement to December 31, 2022.

On April 18, 2017 Resolution 2017-219 the Board approved and Agreement with Drake Haglan & Associates.

On November 22, 2016 Resolution 2016-611 the Board approved a Program Supplement Agreement with the State of California Department of Transportation BRLO-5940 (127).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, Phase II of this project will not be completed.

FINANCIAL IMPACT:

With approval of this Amendment there would be no Financial Impact to the County as this Project is 100% Reimbursable.

ATTACHMENTS:
Dewberry-Drake Haglan - White Rock - Fourth Amendment (003) (PDF)
Third Amendment -White Rock Rd Bridge (PDF)
Second Amendment - White Rock (PDF)
Drake Haglan 17-022 40C0032 (PDF)
Drake Haglan 1st amd 40C0032 (PDF)

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

Attachment: Dewberry-Drake Haglan - White Rock - Fourth Amendment (003) (RES-2022-688 : Approve a Fourth Amendment with Dewberry

FOURTH AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR WHITE ROCK BRIDGE (40C0032)

THIS FOURTH AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR WHITE ROCK BRIDGE (40C0032) 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 Dewberry/Drake Haglan Associates, hereinafter referred to as "**Contractor.**"

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated April 18, 2017, wherein **Contractor** agreed to provide engineering services; and

WHEREAS, County and **Contractor** entered into a First Amendment dated December 11, 2018, to extend the term of the Agreement to December 31, 2022; and

WHEREAS, County and **Contractor** entered into a Second Amendment dated June 18, 2019, to provide that an additional Seventy Five Thousand One Hundred Ninety One Dollars ($75,191) will be added to the original amount of Three Hundred Fifty Six Thousand Five Hundred Dollars ($356,500), making the total compensation paid to **Contractor** the not to exceed amount of Four Hundred Thirty One Thousand Six Hundred Ninety One ($431,691.); and

WHEREAS, County and **Contractor** entered into a Third Amendment dated March 17, 2020, to change the name of the Contractor.

WHEREAS, **County** and **Contractor** desire to further amend said Agreement to extend the term of the Agreement from December 31, 2022, to December 31, 2025;

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

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to December 31, 2025.

Except as herein amended, the agreement dated April 18, 2017, together with the First Amendment dated December 11, 2018, and the Second Amendment dated June 18, 2019, and the Third Amendment dated March 17, 2020, shall remain in full force and effect.

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

COUNTY OF MARIPOSA:

Rosemarie Smallcombe, Chair
Board of Supervisors

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu
Clerk of the Board

CONTRACTOR:

Dennis Haglan, Vice President

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: Dewberry-Drake Haglan - White Rock - Fourth Amendment (003) (RES-2022-688 : Approve a Fourth Amendment with Dewberry

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2020-137

MEETING: March 17, 2020

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve a Third Amendment with Drake Haglan & Associates to Change Name to Dewberry/Drake Haglan

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Third Amendment for engineering services for the White Rock Road Bridge with Drake Haglan & Associates changing the name of the company to Dewberry/ Drake Haglan; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Drake Haglan & Associates has changed their name to Newberry/ Drake Haglan and it is appropriate to Amend the original Agreements to formally recognize this name change in order to correctly process and pay for the contracted services.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
We currently have three open Agreements with Drake Haglan for bridge replacement design work.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, current and future invoices will not be processed for payment.

FINANCIAL IMPACT:
There is no financial impact associated with this item.

ATTACHMENTS:

Drake Haglan 3rd amd 40C0032	**(DOC)**
Drake Haglan 1st amd 40C0032	**(PDF)**
Drake Haglan 2nd amd 40C0032	**(PDF)**

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Merlin Jones, District II Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

Attachment: Third Amendment -White Rock Rd Bridge (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on

RES. NO. 20-137

THIRD AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR WHITE ROCK BRIDGE (40C0032)

THIS THIRD AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR WHITE ROCK BRIDGE (40C0032) is made and entered into this 17th day of March, 2020, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and Drake Haglan Associates, hereinafter referred to as "**Contractor.**"

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated April 18, 2017, wherein **Contractor** agreed to provide engineering services; and

WHEREAS, County and **Contractor** entered into a First Amendment dated December 11, 2018 to extend the term of the Agreement to December 31, 2022.

WHEREAS, County and **Contractor** entered into a Second Amendment dated June 18, 2019 to provide that an additional Seventy Five Thousand One Hundred Ninety One Dollars ($75,191) will be added to the original amount of Three Hundred Fifty Six Thousand Five Hundred Dollars ($356,500), making the total compensation paid to **Contractor** the not to exceed amount of Four Hundred Thirty One Thousand Six Hundred Ninety One ($431,691.).

WHEREAS, County and **Contractor** desire to amend said Agreement to change the name of the **Contractor;**

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

1. "CONTRACTOR", is hereby amended to reference **Dewberry Engineers Inc. dba Dewberry | Drake Haglan.**

2. Except as herein amended, the agreement dated April 18, 2017 together with the First Amendment dated December 11, 2018, and the Second Amendment dated June 18, 2019 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:

KEVIN CANN, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

DENNIS HAGLAN, Vice President
Dewberry Engineers Inc. dba Dewberry | Drake Haglan

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Third Amendment -White Rock Rd Bridge (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Dewberry Engineers Inc.

2 Business name/disregarded entity name, if different from above
Dewberry|Drake Haglan

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 5
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
8401 Arlington Blvd.

Requester's name and address (optional)

6 City, state, and ZIP code
Fairfax, VA 22031

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

or

Employer identification number: 13-0746510

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 10/29/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Attachment: Third Amendment -White Rock Rd Bridge (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on

RES. NO. 19-348

SECOND AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR WHITE ROCK BRIDGE (40C0032)

THIS SECOND AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR WHITE ROCK BRIDGE (40C0032) is made and entered into this 18th day of June, 2019, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and Drake Haglan Associates, hereinafter referred to as "**Contractor.**"

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated April 18, 2017, wherein **Contractor** agreed to provide engineering services; and

WHEREAS, County and **Contractor** entered into a First Amendment dated December 11, 2018 to extend the term of the Agreement to December 31, 2022.

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 4.01, "COMPENSATION", is hereby amended to provide that an additional Seventy Five Thousand One Hundred Ninety One Dollars ($75,191) will be added to the original amount of Three Hundred Fifty Six Thousand Five Hundred Dollars ($356,500), making the total compensation paid to **Contractor** the not to exceed amount of Four Hundred Thirty One Thousand Six Hundred Ninety One ($431,691.).

2. Except as herein amended, the agreement dated April 18, 2017 together with the First Amendment dated December 11, 2018 shall remain in full force and effect.

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

COUNTY OF MARIPOSA:

Miles Menetrey, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

(Signature)

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Second Amendment - White Rock (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2019-348

MEETING: June 18, 2019

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve a Second Amendment with Drake Haglan & Assoc for Eng Services on White Rock Bridge #32

RECOMMENDATION AND JUSTIFICATION:
Approve a Second Amendment with Drake Haglan & Associates for Engineering Services on White Rock Road Over Mariposa Creek Bridge (40C0032) to Increase Compensation by $75,191 for a Total Not-To-Exceed Amount of $431,691; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The Phase II scope of work includes checked structural bridge plans, final roadway plans, Special Provisions for construction, Engineer's Estimate, and design cross sections, in addition to Right of Way plans and coordination.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On December 11, 2018 Resolution 2018-593 the Board approved the First Amendment to extend the term of the Agreement to December 31, 2022.

On April 18, 2117 Resolution 2017-219 the Board approved and Agreement with Drake Haglan & Associates.

On November 22, 2016 Resolution 2016-611 the Board approved a Program Supplement Agreement with the State of California Department of Transportation BRLO-5940 (127).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, Phase II of this project will not be completed.

FINANCIAL IMPACT:
With approval of this Amendment there would be no Financial Impact to the County as this Project is 100% Reimbursable.

ATTACHMENTS:
Budget Action Wht Rock Rd (PDF)
Drake Haglan 2nd amd 40C0032 (PDF)
Drake Haglan 1st amd 40C0032 (PDF)
Drake Haglan 17-022 40C0032 (PDF)

Attachment: Second Amendment - White Rock (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White

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

Attachment: Second Amendment - White Rock (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White

17-022

AGREEMENT FOR ENGINEERING SERVICES FOR WHITE ROCK ROAD OVER MARIPOSA CREEK BRIDGE 40C0032

THIS AGREEMENT ("Agreement") is made and entered into this 18th day of APRIL, 2017, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Drake Haglan & Associates, ("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 April 18, 2017 and terminate on December 31, 2018 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform Engineering Services for bridge replacement under Phase I of this project 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. Contractor shall also comply with the requirements set forth in Exhibit "B", "Addendum for Federally Funded Projects below $1,000,000" which is attached hereto and incorporated herein by reference.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $356,500. The Contractor's hourly rates are listed in Exhibit C, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

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 limit of no less than $2,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties

Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. ASSIGNMENT

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

10. NOTICE

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

CONTRACTOR:
Drake Haglan & Associates
11060 White Rock Rd. Suite 200
Rancho Cordova, CA. 95670

COUNTY:
Public Works
County of Mariposa
4639 Ben Hur Rd.
Mariposa, CA 95338
(209) 966- 5356

Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

11. COMPLIANCE

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

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Interim Director Mike Healy. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon 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.

Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

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.

16. NO WAIVER

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

17. DISPUTES

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

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

18. CAPTIONS

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

19. NUMBER AND GENDER

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

20. MANDATORY AND PERMISSIVE

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

21. SUCCESSORS AND ASSIGNS

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

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

23. OTHER DOCUMENTS

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

24. CONTROLLING LAW

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

25. AUTHORITY

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

26. NEGOTIATED AGREEMENT

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

27. NO RELIANCE ON REPRESENTATIONS

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

28. WARRANTY

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

29. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this

Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

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

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

Funding Source:

COUNTY OF MARIPOSA

Marshall Long, Chair
Board of Supervisors

CONTRACTOR

Drake Haglan & Associates
Dennis M. Haglan, President

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

White Rock Road over Mariposa Creek Bridge (40C-0032) Replacement Project Scope of Services – Phase 1

Drake Haglan & Associates (**DHA**) has prepared a detailed scope of services to implement the proposed approach to this project. The proposed scope of work has been developed based on DHA's understanding of the White Rock Road Bridge Replacement Project. The following is the list of tasks that will be performed for the Phase 1 portion of the project:

Task 1: Project Management

Task 1.1 Management	**Task 1.4: Project Schedule**
Task 1.2: Meetings	**Task 1.5: HBP Funding Document Technical Assistance**
Task 1.3: Quality Assurance/Quality Control	

Phase I: Preliminary Engineering, NEPA/CEQA Documentation

Task 2: Existing Document Review/Obtain Field Data

Task 3: Utility Coordination

Task 3.1: Utility Letters	**Task 3.2: Prepare Documents for Caltrans Utility Relocation Procedure**

Task 3 Deliverables:

Utility verification letters	Conflict resolution letters with conflict exhibits
Liability determination letters	Report of Investigation (ROI)
Notice to Owners (NTO)	Utility Agreements (UA)

Task 4: Survey and Base Mapping

Task 4 Deliverables:

Topographic and Boundary Data and Base Mapping

Task 5: Hydrologic and Hydraulic Analysis

Task 5.1: Hydraulic Engineering Project Management/Meetings	**Task 5.4: Hydrologic Analysis**
Task 5.2: Review Existing Hydraulic Information/Field Review Bridge Reach	**Task 5.3: Field Reconnaissance**
Task 5.5: Hydraulic Analysis	**Task 5.6: Location Hydraulic Study**

Task 5.6 Deliverables:

Draft Floodplain Evaluation Report (PDF and hard copies)	Draft Location Hydraulic Study Form (PDF and hard copies)
Draft Summary Floodplain Evaluation Report Form (PDF and hard copies)	Final Floodplain Evaluation Report (PDF and hard copies)
Final Location Hydraulic Study Form (PDF and hard copies)	Final Summary Floodplain Evaluation Report Form (PDF and hard copies)

Task 5.7: Scour Analysis	**Task 5.9: Bridge Design Hydraulic Study**
Task 5.8: Dry Weather Flow and Creek Diversion System	

Task 5.9 Deliverables:

Draft Bridge Design Hydraulic Study Report (PDF and hard copies)	Final Bridge Design Hydraulic Study Report (PDF and hard copies)

Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

Task 6: Geotechnical Investigations

Task 6.1: Geotechnical Project Management/ Meetings	Task 6.2: Field Investigation and Laboratory Testing
Task 6.3 Type Selection Foundation Memo	Task 6.4: Foundation Report

Task 6.2 Deliverables:	Task 6.3 Deliverables:	Task 6.4 Deliverables:
Log of Test Boring (PDF)	Draft Type Selection Foundation Memo (PDF and 3 hard copies)	Draft Bridge Foundation Report (PDF and hard copies)
	Final Type Selection Foundation Memo (PDF and 5 hard copies)	Final Bridge Foundation Report (PDF and hard copies)

Task 7: Environmental Clearance Documents

Task 7.1: Environmental Project Management	Task 7.2: Purpose and Need and Project Description
Task 7.3: Preliminary Environmental Study	Task 7.4: Technical Studies • *Task 7.4.1: Hazardous Waste Initial Site Assessment (ISA)* • *Task 7.4.2: Water Quality Assessment Technical Memorandum* • *Task 7.4.3: Natural Environment Study (NES)* • *Task 7.4.4: Biological Assessment (BA)* • *Task 7.4.5: Wetland Delineation* • *Task 7.4.6: Area of Potential Effect (APE) Map* • *Task 7.4.7: Historic Property Survey Report (HPSR)/ Archaeological Survey Report (ASR)*

Task 7.2 Deliverables:	Task 7.3 Deliverables:	Task 7.4 Deliverables:
Draft and Final Purpose/Need and Project Description	Draft and Final PES Package	Draft and Final Technical Studies to County and Caltrans standards

Task 7.5: Preparation of Initial Study and Mitigated Negative Declaration	• *Task 7.5.1: Prepare and Circulate Draft IS/MND* • *Task 7.5.2: Prepare and Submit Final IS/MND and Mitigation Monitoring and Reporting Program*

Task 7.5.1 Deliverables:	Task 7.5.2 Deliverables:
Administrative Draft IS/MND	Final IS/MND
Screen Check Draft IS/MND	Draft and Final MMRP
Public Circulation Draft IS/MND	NOD to file with the State Clearing House
NOC to file w/ State Clearing House	

Task 8: Preliminary Engineering and Type Selection

Task 8.1: Bridge Type Selection Report	Task 8.2: 30 % Preliminary Plans and Estimate

Task 8.1 Deliverables:	Task 8.2 Deliverables:
Draft Bridge Type Selection Report (PDF and hard copies)	30% Preliminary Plans (PDF and hard copies)
Final Bridge Type Selection Report (PDF and hard copies)	Preliminary Construction Cost Estimate (PDF and hard copies)

Task 9A: Final Plans and Special Provisions

Task 9.1: Intermediate (65%) PS&E	• *Task 9.1.1: Bridge Design* • *Task 9.1.2: Roadway Design* • *Task 9.1.3: 65% Plans, Special Provisions, and Construction Cost Estimate Preparation* • *Task 9.1.4: Intermediate (65%) PS&E Submittal*

Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

Task 9.1 Deliverables:

Half-Size (11x17) 65% Plans (PDF and hard copies)	Annotated 65% Draft Technical Special Provision (PDF and hard copies)
65% Construction Cost Estimate (PDF and hard copies)	"Red Line" set of plans with County review comments on the Preliminary (30%) Submittal

Task 9.2: Independent Bridge Design Check	Task 9.3: Response to Review Comments/95% PS&E Submittal • ***Task 9.3.1: Response to Review Comments*** • ***Task 9.3.2: 95% PS&E Submittal***

Task 9.3 Deliverables:

Half-Size (11x17) 95% plans (PDF and hard copies)	Annotated 95% Special Provisions (PDF and hard copies)
95% Construction Cost Estimate (PDF and hard copies)	"Red lined" set of plans with County review comments on the 65% submittal

****

WHITE ROCK BRIDGE at P.M. 27.85 – 40C0032

Contract Summary - Phase I

Task 1.0	Project Management	-	$	41,890	
Task 2.0	Document Review / Field Data	-	$	3,618	
Task 3.0	Utility Coordination	-	$	8,393	
Task 4.0	Survey & base Mapping	-	$	23,683	
Task 5.0	Hydrological/Hydraulic Analysis	-	$	25,166	
Task 6.0	Geotech Investigations	-	$	26,001	
Task 7.0	Environmental Clearance Documents	-	$	60,500	
Task 8.0	Preliminary Engineering & Type Selection	-	$	30,979	
Task 9.0A	Final Plans and Special Provisions	-	$	116,173	
	Other Direct Costs	-	$	19,639	$ 356,042

(say) ... Not to exceed $ 356,500

Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

EXHIBIT "B"

Addendum for Federally Funded Projects
(below $1,000,000)

CONTRACTOR: Drake Haglan & Associates
Project: White Rock Bridge 40C0032
****

In addition to, and notwithstanding, the requirements set forth in the Professional Services Agreement, CONTRACTOR agrees to the following:

1. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to the CONTRACTOR in order to carry out this agreement, shall be protected by the CONTRACTOR from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to this agreement, shall not authorize the CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.

C. The CONTRACTOR shall not comment publicly to the press or any other media regarding this agreement or the COUNTY's actions on the same, except to the COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this agreement, at public hearings or in response to questions from a Legislative committee.

D. The CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this agreement without prior review of the contents thereof by the COUNTY, and receipt of the COUNTY's written permission.

E. Any subcontract entered into as a result of this agreement shall contain all of the provisions of this Article.

2. PERFORMANCE PERIOD

A. This agreement shall go into effect contingent upon approval by the COUNTY, and the CONTRACTOR shall commence work after notification to proceed by the COUNTY. The agreement shall end on December 31, 2018 unless extended by agreement amendment.

B. The CONTRACTOR is advised that any recommendation for agreement award is not binding on the COUNTY until the agreement is fully executed and approved by the COUNTY.

Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

3. CONFLICT OF INTEREST

A. The CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this agreement, or any ensuing COUNTY construction project. The CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this agreement, or any ensuing COUNTY construction project, which will follow.

B. The CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

C. Any subcontract in excess of $25,000 entered into as a result of this agreement, shall contain all of the provisions of this Article.

D. The CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with the CONTRACTOR will bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement. An affiliated firm is one which is subject to the control of the same persons through joint-ownership, or otherwise.

E. Except for sub-CONTRACTORs whose services are limited to providing surveying or materials testing information, no sub-CONTRACTOR who has provided design services in connection with this agreement shall be eligible to bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement.

4. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter I, Part 31.000 et seq., shall be used to determine the allowable cost of individual items.

B. The CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to the COUNTY.

D. All subcontracts in excess of $25,000 shall contain the above provisions.

Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

5. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONTRACTOR for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

B. The specified rate to be paid for vehicle expense for CONTRACTOR's field personnel shall be as per the approved Cost Proposal.

C. The method of payment for this agreement, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. The COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by agreement amendment. In no event will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds the COUNTY approved overhead rate set forth in the approved Cost Proposal. In the event the COUNTY determines that changed work from that specified in the approved Cost Proposal and agreement is required, the actual costs reimbursable by the COUNTY may be adjusted by agreement amendment to accommodate the changed work.

D. All subcontracts in excess of $25,000 shall contain the above provisions.

E. Use attached LAPM Exhibit 10-H for Cost Proposal Format.

6. DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that the CONTRACTOR has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she/it or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COUNTY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

7. EQUIPMENT PURCHASE

A. Prior authorization, in writing, by the COUNTY shall be required before the CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONTRACTOR services. The CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in the CONTRACTOR'S Cost Proposal and exceeding $5,000 prior authorization by the COUNTY three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this agreement is subject to the following: "The CONTRACTOR shall maintain an inventory of all non-expendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the agreement. If the agreement is terminated, the CONTRACTOR may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale in accordance with established COUNTY procedures and credit the COUNTY in an amount equal to the sales price. If the CONTRACTOR elects to keep the equipment, fair market value shall be determined at the CONTRACTOR'S expense on the basis of a competent independent appraisal of such equipment.

Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and the CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY.

D. All subcontracts in excess $25,000 shall contain the above provisions.

8. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.

B. This agreement is valid and enforceable only if sufficient funds are made available to the COUNTY for the purpose of this agreement. In addition, this agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature or COUNTY governing board that may affect the provisions, terms, or funding of this agreement in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this agreement may be amended to reflect any reduction in funds.

D. The COUNTY has the option to void this agreement under the 30-day cancellation clause, or by mutual agreement to amend this agreement to reflect any reduction of funds.

Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

9. NON DISCRIMINATION

A. During the performance of this agreement, the CONTRACTOR, for itself, its assignees and successors in interest agrees as follows:

B. Compliance with Regulations: The CONTRACTOR shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

C. Nondiscrimination: The CONTRACTOR, with regard to the work performed by it during this agreement shall not discriminate on the grounds of race, color or national origin, sex, age, and disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, Section 21.5 of the Regulations, including employment practices when this agreement covers a program set forth in Appendix B of the Regulations.

D. Solicitations for Sub-CONTRACTORs, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by this agreement for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-CONTRACTOR or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income.

E. Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the COUNTY or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the COUNTY, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

F. Sanctions for Noncompliance: In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the COUNTY shall impose such sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONTRACTOR under this agreement until the CONTRACTOR complies, and/or

2. Cancellation, termination or suspension of this agreement, in whole or in part.

Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

G. Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the COUNTY or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-CONTRACTOR or supplier as a result of such direction, the CONTRACTOR may request the COUNTY to enter into such litigation to protect the interests of the COUNTY and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

10. INSPECTION OF WORK

The CONTRACTOR and any sub-CONTRACTOR shall permit the COUNTY, the state, and the FHWA if federal participating funds are used in this agreement to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

11. PROHIBITION OF EXPENDING LOCAL AGENCY, STATE OR FEDERAL FUNDS FOR LOBBYING

A. The CONTRACTOR certifies to the best of his/her/its knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid, by-or-on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency; a member of Congress; an officer or employee of Congress, or an employee of a member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. The CONTRACTOR also agrees by signing this document that he/she/it shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly

12. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

A. The CONTRACTOR warrants that this agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion to terminate the agreement without liability; to pay only for the value of the work actually performed, or to deduct from the agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

13. REIMBURSEMENT OF TRAVEL & SUBSISTENCE

COUNTY agrees to pay pre-approved travel and subsistence expenses per the COUNTY's Travel Policy.

14. RETENTION OF RECORDS/AUDIT

A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this agreement pursuant to Government Code 8546.7; the CONTRACTOR, subcontractors, and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this agreement, including but not limited to, the costs of administering this agreement. All parties shall make such materials available at their respective offices at all reasonable times during the agreement period and for three years from the date of final payment under this agreement. The state, the State Auditor, COUNTY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONTRACTOR that are pertinent to this agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

B. Subcontracts in excess of $25,000 shall contain this provision.

Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

15. STATE PREVAILING WAGE RATES

A. The CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this agreement if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

16. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this agreement that is not disposed of by agreement, shall be reviewed by the COUNTY's project manager.

B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by the COUNTY of unresolved audit issues. The request for review shall be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by the COUNTY will excuse CONTRACTOR from full and timely performance in accordance with the terms of this contract.

D. CONTRACTOR and sub-CONTRACTOR agreements, including cost proposals and Indirect Cost Rates (hereinafter "ICR"), are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The agreement, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by the COUNTY project manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the agreement by this reference if directed by the COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of agreement terms and cause for termination of the agreement and disallowance of prior reimbursed costs.

17. STATEMENT OF COMPLIANCE

A. The CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONTRACTOR has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

B. During the performance of this agreement, the CONTRACTOR and its sub-CONTRACTORs shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The CONTRACTOR and sub-CONTRACTORs shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The CONTRACTOR and sub-CONTRACTORs shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated under the (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 CONTRACTOR and its sub-CONTRACTORs shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. The CONTRACTOR shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The CONTRACTOR, with regard to the work performed by it during this agreement, shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of sub-CONTRACTORs, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices, when this agreement covers a program whose goal is employment.

18. SUBCONTRACTING

A. The CONTRACTOR shall perform the services with resources available within its own organization; and no portion of the work pertinent to this agreement shall be subcontracted without written authorization by the COUNTY, except that which is expressly identified in the approved Cost Proposal.

B. Any subcontract in excess of $25,000 entered into as a result of this agreement, shall contain all the provisions stipulated in this agreement to be applicable to subcontractors.

C. Any substitution of sub-CONTRACTORs must be approved in writing by the COUNTY.

Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

19. SAFETY

A. The CONTRACTOR shall comply with OSHA regulations applicable to the CONTRACTOR regarding necessary safety equipment or procedures. The CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. The CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this agreement, shall contain all of the provisions of this Article.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by and through their respective authorized officers:

(END OF ADDENDUM)

Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

EXHIBIT "C"

EXHIBIT: 10-H

Mariposa County
Whit Rock Road Bridge (40C-0032)

Drake Haglan & Associates
CONTRACT SUMMARY - *PHASE I*

DHA DIRECT LABOR

Person	*Hours*	*Rate*	*Total*
D. Haglan	22	$87.50	$1,925.00
M. Pugh	220	$87.50	$19,250.00
L. Kinnebrew	330	$50.00	$16,500.00
B. Hansen	80	$72.15	$5,772.00
M. Lampa	66	$62.50	$4,125.00
A. Boyes	318	$42.00	$13,356.00
J. Hildebrandt	74	$46.00	$3,404.00
L. Haglan	126	$33.00	$4,158.00
L. Tisch	176	$34.65	$6,098.40
E. Son	296	$18.00	$5,328.00
E. Cisneros	212	$34.00	$7,208.00
S. Morales	252	$33.00	$8,316.00
Subtotal Direct Labor:	2172		$95,440.40

Total Direct Labor: $95,440.40

DHA INDIRECT COSTS

Item	*Rate*	*Total*
Overhead	90.95%	$86,803.04
Fringe Benefit	52.67%	$50,268.46
Total	143.62%	$137,071.50

Total Indirect Costs: $137,071.50

DHA FEE

Amount		*Total*
Fee on DL + ICs	10.00%	$23,251.19

Total Fee: $23,251.19

DHA OTHER DIRECT COSTS

Firm	*Phase 1 Total*	Phase2 Total
Drake Haglan and Associates	$400.00	
Erick Ohlson & Associates	$400.00	
WRECO	$17,950.00	
Overland Pacific & Culter		
Far Western Anthropological	$889.00	
Subtotal:	$19,639.00	$0.00

Total Other Direct Costs: $19,639.00

SUBCONSULTANTS

Subconsultant	*Total*
Erik Ohlson & Associates	$20,841.00
WRECO	$46,180.19
Overland Pacific & Cutler	$3,827.09
Far Western Anthropological	$9,791.76
Subtotal:	$80,640.04

Total Subconsultant Cost: $80,640.04

Total Contract: $356,042.13

Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

Client#: 14742 DRAKEHAGL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/28/2017

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
Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090 - David C. Eckman

CONTACT NAME: Doris A. Chambers
PHONE (A/C, No, Ext): 510 465-3090 FAX (A/C, No): 510 452-2193
E-MAIL ADDRESS: dchambers@dealeyrenton.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Associated Indemnity Corp.	21865
INSURER B : American Automobile Ins. Co.	21849
INSURER C : XL Specialty Insurance Co.	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Drake, Haglan & Associates, Inc.
11060 White Rock Road, #200
Rancho Cordova, CA 95670

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	AZC80912507	10/23/2016	10/23/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	X	MZA80320195	10/23/2016	10/23/2017	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 EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	AZC80912507	10/23/2016	10/23/2017	EACH OCCURRENCE AGGREGATE $	$1,000,000 $2,000,000 $
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	X	WZP81035769	10/23/2016	10/23/2017	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
C	Professional Liability			DPR9907600	10/23/2016	10/23/2017	$2,000,000 per Claim $4,000,000 Annl Aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES. REF: Drake Haglan 17-022 brdg #32. White Rock over Mariposa Creek Bridge #32_Mariposa Co. GENERAL LIABILITY/AUTOMOBILE LIABILITY/EXCESS UMBRELLA LIABILITY ADDITIONAL INSURED: County of Mariposa, its officers, officials, employees and volunteers. Commercial General Liability is primary and non-contributory and include severability of interests per policy form. Waiver of Subrogation applies to Commercial General (See Attached Descriptions)

CERTIFICATE HOLDER
County of Mariposa
4639 Ben Hur Road
Mariposa, CA 95338

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

AUTHORIZED REPRESENTATIVE

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Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

DESCRIPTIONS (Continued from Page 1)

Liability, Automobile Liability and Workers Compensation. Cancellation provisions are solely as shown on this certificate. Cancellation: 30 Day/10 Day for Non-Payment of Premium.

Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

Drake, Haglan & Associates, Inc. AZC80912507

EXCERPTS FROM: Fireman's Fund **ABC MULTICOVER – AB 91 89 08 07**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: AMERICAN BUSINESS COVERAGE

2. **Blanket Additional Insured**
Section II – Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include:
f. Any person or organization that you are required by a written insured contract to include as an insured, subject to all of the following provisions:
(1) Coverage is limited to their liability arising out of:
(a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or
(b) your ongoing operations performed for that insured; or
(c) that insured's financial control of you; or
(d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s)

4. **Blanket Waiver of Subrogation**
Section II – Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:
6. Transfer or Rights of Recovery Against Others to us and Blanket Waiver of Subrogation
b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

19. **Common Policy Conditions** (AB 00 09 A 01 87), Part H. Other Insurance, Item 2 is replaced with:
2. Coverage C – Liability
If other valid and collectible insurance is available to any insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:
a. The insurance provided under this policy is primary if you are required by a written insured contract to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to you, or your work for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance.

EXCERPT FROM: **PROPERTY/LIABILITY POLICY -- AB 90 00 12 93**
II. K. 5. Separation of Insureds
Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:
a. As if each Named Insured were the only Named Insured; and
b. Separately to each insured against whom claim is made or suit is brought.

Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

Additional Insured - Owners, Lessees or Contractors - AB 90 67 12 93

Policy Amendment Section II

Insured Drake, Haglan & Associates, Inc.

Policy Number AZC80912507

Producer Dealey, Renton & Associates

Effective Date 10/23/2016

Schedule

Name of Person(s) or Organization(s)	Description of Operations
County of Mariposa 4639 Ben Hur Road Mariposa, CA 95338	NAME OF PERSON OR ORGANIZATION CONTINUATION: County of Mariposa, its officers, officials, employees and volunteers

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

The following is added to Part I - WHO IS AN INSURED in the Business Liability Section of this policy

5. The person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of **your work** for that insured by or for you.

All other terms and conditions of the policy apply.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

AB9067 12-93
Contains copyrighted Material of Insurance ServicesOffice, Inc., 1984

Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

Insured: Drake, Haglan & Associates, Inc.

Policy Number: WZP81035769

Effective Date: 10/23/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
County of Mariposa 4639 Ben Hur Road Mariposa, CA 95338	SCHEDULE CONTINUATION: County of Mariposa, its officers, officials, employees and volunteer

Countersigned by _____
Authorized Representative

Form WC 04 03 06 **(1)** Printed in U.S.A.
Process Date:

Policy Expiration Date:

Attachment: Drake Haglan 17-022 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

RES. NO. 18-573

FIRST AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR WHITE ROCK/MARIPOSA CREEK BRIDGE (40C0032)

THIS FIRST AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR WHITE ROCK/MARIPOSA CREEK BRIDGE (40C0032) is made and entered into this 11th day of Dec., 2018, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and Drake Haglan & Associates, hereinafter referred to as "**Contractor.**"

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated April 18, 2017, wherein **Contractor** agreed to provide engineering services; and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement to December 31, 2022 to be provided to **Contractor**;

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

1. Paragraph 1, "TERM", is hereby amended to extend the term of the Agreement to December 31, 2022.

2. Except as herein amended, the agreement dated April 18, 2017 shall remain in full force and effect.

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

COUNTY OF MARIPOSA:

Rosemarie Smallcombe, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

Drake Haglan & Associates

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Drake Haglan 1st amd 40C0032 (RES-2022-688 : Approve a Fourth Amendment with Dewberry Engineering Services on White Rock

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-689

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve a Third Amendment with Willdan Eng. for Bridge Preventive Maintenance Phase I

RECOMMENDATION AND JUSTIFICATION:
Approve a Third Amendment with Willdan Engineering to Provide Engineering Consulting Services on the Bridge Preventive Maintenance Program (BPMP) - Phase I to Extend the Term of the Agreement to December 31, 2025, Project No. BPMP-5940(123); and Authorize the Board of Supervisors Chair to Sign the Amendment.

The project includes maintenance work on fourteen bridges. To secure federal funds, the County must have sufficient rights to provide for both the construction and continued maintenance of each bridge. Staff is in the process of securing right-of-way for each of the bridges.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On August 11, 2020 Resolution 2020-491 the Board approved a Second Amendment to extend the Term of Agreement to December 31, 2022.

On January 8, 2019 Resolution 2019-20 the Board approved a First Amendment to extend the Agreement to December 31, 2020.

On April 18, 2017 Resolution 2017-216 the Board approved an Agreement with Willdan Engineering.

The Board recently approved the Program Supplement Agreement form Caltrans for funds, per Resolution 2017-101.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the bridge design will not move forward.

FINANCIAL IMPACT:
Sufficient funds are available to fund the 11.47% Local Share to accomplish this Project. This is a Time Only extension at no additional cost.

ATTACHMENTS:
Willdan - BPMP Phase I - Third Amend (PDF)
Second Amendment -BPMP- Phase I - Willdan (PDF)

REF ID# 13561

Willdan Eng 1st amd BPMP Phase I (PDF)
Willdan Eng 17-020 BPMP Phase I (PDF)

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

THIRD AMENDMENT TO AGREEMENT FOR BRIDGE PREVENTATIVE MAINTENANCE PROGRAM - PHASE I

THIS THIRD AMENDMENT TO AGREEMENT FOR BRIDGE PREVENTATIVE MAINTENANCE PROGRAM - PHASE I, 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 Willdan Engineering, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated April 18, 2017, wherein **Contractor** agreed to provide bridge design services; and

WHEREAS, County and **Contractor** have heretofore entered into a First Amendment to Agreement dated January 8, 2019, wherein **Contractor** agreed to extend the term of the Agreement from December 31, 2018, to December 31, 2020; and

WHEREAS, County and **Contractor** have heretofore entered into a Second Amendment to Agreement dated August 11, 2020, wherein **Contractor** agreed to extend the term of the Agreement from December 31, 2020, to December 31, 2022.

WHEREAS, County and **Contractor** desire to further amend said Agreement to extend the term of the Agreement;

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

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to December 31, 2025.

Except as herein amended, the Agreement dated April 18, 2017, shall remain in full force and effect.

Attachment: Willdan - BPMP Phase I - Third Amend (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge Preventive

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

COUNTY OF MARIPOSA	CONTRACTOR
Rosemarie Smallcombe, Chair Board of Supervisors	Vanessa Munoz, President Willdan Engineering
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Willdan - BPMP Phase I - Third Amend (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge Preventive

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2020-491

MEETING: August 11, 2020

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve a Second Amendment with Willdan Eng. for Bridge Preventive Maintenance Phase I

RECOMMENDATION AND JUSTIFICATION:
Approve a Second Amendment with Willdan Engineering to Provide Engineering Consulting Services on the Bridge Preventive Maintenance Program (BPMP) - Phase I to Extend the Term of the Agreement to December 31, 2022, Project No. BPMP-5940(123); and Authorize the Board of Supervisors Chair to Sign the Amendment.

This project is Federally funded - 88.53%, with a local match money of 11.47% from the County of Mariposa. The Phase I work consists of fourteen bridges that require minimal environmental review. This contract modification is a Time Only extension at no additional cost.

The Federal Highway Administration (FHWA) administers the BPMP under the Federal Highway Bridge Program as part of the current Federal Transportation Bill, MAP-21. Caltrans Local Assistance manages the program in the State of California.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On January 8, 2019 Resolution 2019-20 the Board approved a First Amendment to extend the Agreement to December 31, 2020.
On April 18, 2017 Resolution 2017-216 the Board approved an Agreement with Willdan Engineering.
The Board recently approved the Program Supplement Agreement form Caltrans for funds, per Resolution 2017-101.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the bridge design will not move forward.

FINANCIAL IMPACT:
Sufficient funds are available to fund the 11.47% Local Share to accomplish this Project. This is a Time Only extension at no additional cost.

ATTACHMENTS:
Willdan Eng. 2nd amd Bridge Preventive Maint (DOC)

Attachment: Second Amendment -BPMP- Phase I - Willdan (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge

Resolution - Action Requested 2020-491

Willdan Eng 1st amd BPMP Phase I (PDF)
Willdan Eng 17-020 BPMP Phase I (PDF)

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

Attachment: Second Amendment -BPMP- Phase I - Willdan (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge

RES. NO. 20-

SECOND AMENDMENT TO AGREEMENT FOR BRIDGE PREVENTIVE MAINTENANCE PHASE I

THIS SECOND AMENDMENT TO AGREEMENT FOR BRIDGE PREVENTIVE MAINTENANCE PHASE I is made and entered into this 11th day of August, 2020, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and Willdan Engineering, hereinafter referred to as "**Contractor.**"

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated April 18, 2017, wherein **Contractor** agreed to provide bridge design services; and

WHEREAS, **County** and **Contractor** entered into a First Amendment January 8, 2019 to extend the term of the Agreement to December 31, 2020.

WHEREAS, **County** and **Contractor** desire to extend the term of the Agreement to December 31, 2022 to be provided to **Contractor**;

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

1. Paragraph 1, "TERM", is hereby amended extend the term of the Agreement to December 31, 2022.

2. Except as herein amended, the agreement dated April 18, 2017 together with the First Amendment dated January 8, 2019 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:

Kevin Cann, Chair
Mariposa County Board of Supervisors

CONTRACTOR:

Willdan Engineering
Vanessa Munoz
Vice President

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Second Amendment -BPMP- Phase I - Willdan (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge

SECOND AMENDMENT TO AGREEMENT FOR BRIDGE PREVENTIVE MAINTENANCE PHASE I

THIS SECOND AMENDMENT TO AGREEMENT FOR BRIDGE PREVENTIVE MAINTENANCE PHASE I is made and entered into this 11th day of August, 2020, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and Willdan Engineering, hereinafter referred to as "**Contractor.**"

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated April 18, 2017, wherein **Contractor** agreed to provide bridge design services; and

WHEREAS, **County** and **Contractor** entered into a First Amendment January 8, 2019 to extend the term of the Agreement to December 31, 2020.

WHEREAS, **County** and **Contractor** desire to extend the term of the Agreement to December 31, 2022 to be provided to **Contractor**;

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

1. Paragraph 1, "TERM", is hereby amended extend the term of the Agreement to December 31, 2022.

2. Except as herein amended, the agreement dated April 18, 2017 together with the First Amendment dated January 8, 2019 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:

Kevin Cann, Chair
Mariposa County Board of Supervisors

CONTRACTOR:

Willdan Engineering
Vanessa Munoz
Vice President

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Second Amendment -BPMP- Phase I - Willdan (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge

FIRST AMENDMENT TO AGREEMENT FOR BRIDGE PREVENTIVE MAINTENANCE PHASE I

THIS FIRST AMENDMENT TO AGREEMENT FOR BRIDGE PREVENTIVE MAINTENANCE PHASE I is made and entered into this 8th day of January, 2019, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and Willdan Engineering, hereinafter referred to as "**Contractor.**"

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated April 18, 2017, wherein **Contractor** agreed to provide bridge design services; and

WHEREAS, **County** and **Contractor** desire to extend the term of the Agreement to December 31, 2020 to be provided to **Contractor**;

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

1. Paragraph 1, "TERM", is hereby amended extend the term of the Agreement to December 31, 2020.
2. Except as herein amended, the agreement dated April 18, 2017 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:

Chair Miles Menetrey
Mariposa County Board of Supervisors

CONTRACTOR:

Willdan Engineering
Cheryl M. Gordon

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Willdan Eng 1st amd BPMP Phase I (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge Preventive

RES. NO. 17-216

17-020

AGREEMENT FOR

BRIDGE PREVENTIVE MAINTENANCE PROGRAM PHASE I

THIS AGREEMENT ("Agreement") is made and entered into this 18th day of April, 2017, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Willdan Engineering, a ("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 April 11, 2017 and terminate on December 31, 2018 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform a Bridge Preventive Maintenance Program – Phase I 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. Contractor shall also comply with the requirements set forth in "Addendum for Federally Funded Projects below $1,000,000" which is attached hereto and incorporated herein by reference.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $204,000.00. The Contractor's hourly rates are listed in Exhibit C, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Attachment: Willdan Eng 17-020 BPMP Phase I (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge Preventive

$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 limit of no less than $2,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

Attachment: Willdan Eng 17-020 BPMP Phase I (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge Preventive

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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 to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from Entity's sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

Attachment: Willdan Eng 17-020 BPMP Phase I (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge Preventive

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

8. STATE AND FEDERAL TAXES

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

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

9. ASSIGNMENT

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

10. NOTICE

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

CONTRACTOR:
Willdan Engineering
2014 Tulare Street, Suite 515
Fresno, CA 93721

COUNTY:
Public Works
County of Mariposa
5356 Ben Hur Rd.
Mariposa, CA 95338
Phone: (209) 966-5356

11. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion,

Attachment: Willdan Eng 17-020 BPMP Phase I (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge Preventive

color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and Mike Healy, Interim Public Works Director. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

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

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

Attachment: Willdan Eng 17-020 BPMP Phase I (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge Preventive

16. NO WAIVER

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

17. DISPUTES

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

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

18. CAPTIONS

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

19. NUMBER AND GENDER

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

20. MANDATORY AND PERMISSIVE

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

21. SUCCESSORS AND ASSIGNS

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

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. OTHER DOCUMENTS

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

Attachment: Willdan Eng 17-020 BPMP Phase I (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge Preventive

24. CONTROLLING LAW

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

25. AUTHORITY

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

26. NEGOTIATED AGREEMENT

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

27. NO RELIANCE ON REPRESENTATIONS

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

28. WARRANTY

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

29. FUNDING AVAILABILITY

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

Attachment: Willdan Eng 17-020 BPMP Phase I (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge Preventive

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, or offer an Agreement amendment to Contractor to reflect the reduced amount.

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

Funding Source:

COUNTY OF MARIPOSA

Marshall Long, Chair
Board of Supervisors

CONTRACTOR

Willdan Engineering

Dale L. Hunt
Sr. Vice President

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel

ATTEST:

Rene LaRoche
Clerk of the Board

Last revised: 1/5/17

Attachment: Willdan Eng 17-020 BPMP Phase I (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge Preventive

EXHIBIT – 'A'

Bridge Preventive Maintenance Program - Phase 1 Scope (Bridges with Minimal Environmental Effects – 14 EA)

The County is responsible for the maintenance of approximately 53 vehicle bridges. In August 2014, the County contracted with Willdan Engineering (Willdan) to prepare a list of bridges and work items that could be funded under the Federal Highway Bridge Program's Preventive Maintenance Program (BPMP). This resulted in the identification of preventative maintenance work for 25 of the County's bridges. The preventive maintenance work is intended to extend the life of the bridges and avoid or delay costlier rehabilitation or replacement projects in the future.

The County has received a proposal from Willdan Engineering for the next phase of the implementation of the County's BPMP. This phase is completion of the Preliminary Engineering (PE) phase as identified in the Caltrans Local Assistance Procedures Manual (LAPM). The PE phase consists of environmental studies, NEPA and CEQA document completion, preliminary design, final design and permits. The proposal describes how Willdan and its subconsultant will accomplish the PE phase for the County. Willdan and their subconsultant, Sycamore Environmental Consultants, Inc. (Sycamore), will work with Caltrans District 10 to establish the most streamlined project delivery and NEPA compliance requirements for the delivery of these bridge preventive maintenance work items.

Willdan's proposal separates the bridges into two groups (Phase 1 and Phase 2) to streamline the delivery of the BPMP work for construction. Fourteen bridges are in the Phase 1 "minimal environmental" work group. This group does not need to perform in-channel work as part of preventative maintenance activities. As a result, these bridges do not require the same level of environmental technical studies. Eleven bridges are in the Phase 2 work group which requires the typical suite of environmental technical studies for repair or rehabilitation projects which require in-channel work. The grouping will allow the County to quickly deliver over half the bridges through the environmental and design phases and into construction.

All work processes and products will be completed in strict accordance with the most recent version of Caltrans Local Assistance Procedures Manual as necessary to secure project authorization from Caltrans/FHWA for the Bridge Preventive Maintenance Program. In addition, the project will conform with state and federal design and environmental standards.

All work products are subject to review and approval by the County. As such, all deliverables will be provided to the County in draft and final versions. The County's comments on draft submittals shall be addressed by Willdan and incorporated into the final submittal where appropriate.

The following is a summary of the costs and associated tasks for completing the plans, specifications, and estimates (PS&E) for the 14 bridges in Phase 1 with the minimal amount of required environmental required as necessary to complete the BPMP work:

Minimal Environmental Work Required (14 Bridges)

TASK	WILLDAN	SYCAMORE	TOTAL
1. Project Management	$61,058.54	$11,166.63	**$72,225,17**
2. Environmental Review		$30,986.63	**$30,986.63**
3. Engineering Design Phase	$97,592.85		**$97,592.85**
4. Bid Period Assistance	$2,952.72		**$2,952.72**
TOTAL	**$161,604.11**	**$42,153.26**	**$203,757.37**
Mariposa County PE Oversite Funds			$40,000.00
GRAND TOTAL	**$161,604.11**	**$42,153.26**	**$243,757.37**

(Not to Exceed ... $ 204,000.00)

Attachment: Willdan Eng 17-020 BPMP Phase I (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge Preventive

EXHIBIT "B"

Addendum Federally Funded Projects
(below $1,000,000)

Contractor: Willdan Engineering
Project: Bridge Preventive Maintenance Program Phase I
****

In addition to, and notwithstanding, the requirements set forth in the Agreement, CONRACTOR agrees to the following:

1. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to the CONTRACTOR in order to carry out this agreement, shall be protected by the CONTRACTOR from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to this agreement, shall not authorize the CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.

C. The CONTRACTOR shall not comment publicly to the press or any other media regarding this agreement or the COUNTY's actions on the same, except to the COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this agreement, at public hearings or in response to questions from a Legislative committee.

D. The CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this agreement without prior review of the contents thereof by the COUNTY, and receipt of the COUNTY's written permission.

E. Any subcontract entered into as a result of this agreement shall contain all of the provisions of this Article.

2. PERFORMANCE PERIOD

A. This agreement shall go into effect contingent upon approval by the COUNTY, and the CONTRACTOR shall commence work after notification to proceed by the COUNTY. The agreement shall end on December 31, 2018 unless extended by agreement amendment.

B. The CONTRACTOR is advised that any recommendation for agreement award is not binding on the COUNTY until the agreement is fully executed and approved by the COUNTY.

Attachment: Willdan Eng 17-020 BPMP Phase I (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge Preventive

3. CONFLICT OF INTEREST

A. The CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this agreement, or any ensuing COUNTY construction project. The CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this agreement, or any ensuing COUNTY construction project, which will follow.

B. The CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

C. Any subcontract in excess of $25,000 entered into as a result of this agreement, shall contain all of the provisions of this Article.

D. The CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with the CONTRACTOR will bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement. An affiliated firm is one which is subject to the control of the same persons through joint-ownership, or otherwise.

E. Except for sub-contractors whose services are limited to providing surveying or materials testing information, no sub-contractor who has provided design services in connection with this agreement shall be eligible to bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement.

4. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter I, Part 31.000 et seq., shall be used to determine the allowable cost of individual items.

B. The CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to the COUNTY.

D. All subcontracts in excess of $25,000 shall contain the above provisions.

Attachment: Willdan Eng 17-020 BPMP Phase I (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge Preventive

5. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONTRACTOR for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

B. The specified rate to be paid for vehicle expense for CONTRACTOR'S field personnel shall be as per the approved Cost Proposal.

C. The method of payment for this agreement, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. The COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by agreement amendment. In no event will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds the COUNTY approved overhead rate set forth in the approved Cost Proposal. In the event the COUNTY determines that changed work from that specified in the approved Cost Proposal and agreement is required, the actual costs reimbursable by the COUNTY may be adjusted by agreement amendment to accommodate the changed work.

D. All subcontracts in excess of $25,000 shall contain the above provisions.

E. Use attached LAPM Exhibit 10-H for Cost Proposal Format.

6. DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONTRCATOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that the CONTRACTOR has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she/it or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COUNTY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

Attachment: Willdan Eng 17-020 BPMP Phase I (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge Preventive

7. EQUIPMENT PURCHASE

A. Prior authorization, in writing, by the COUNTY shall be required before the CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONTRACTOR services. The CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in the CONTRACTOR'S Cost Proposal and exceeding $5,000 prior authorization by the COUNTY three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this agreement is subject to the following: "The CONTRACTOR shall maintain an inventory of all non-expendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the agreement. If the agreement is terminated, the CONTRACTOR may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale in accordance with established COUNTY procedures and credit the COUNTY in an amount equal to the sales price. If the CONTRACTOR elects to keep the equipment, fair market value shall be determined at the CONTRACTOR'S expense on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and the CONTRACTOR if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY.

D. All subcontracts in excess $25,000 shall contain the above provisions.

8. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.

B. This agreement is valid and enforceable only if sufficient funds are made available to the COUNTY for the purpose of this agreement. In addition, this agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature or COUNTY governing board that may affect the provisions, terms, or funding of this agreement in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this agreement may be amended to reflect any reduction in funds.

D. The COUNTY has the option to void this agreement under the 30-day cancellation clause, or by mutual agreement to amend this agreement to reflect any reduction of funds.

Attachment: Willdan Eng 17-020 BPMP Phase I (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge Preventive

9. NON DISCRIMINATION

A. During the performance of this agreement, the CONTRACTOR, for itself, its assignees and successors in interest agrees as follows:

B. Compliance with Regulations: The CONTRACTOR shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

C. Nondiscrimination: The CONTRACTOR, with regard to the work performed by it during this agreement shall not discriminate on the grounds of race, color or national origin, sex, age, and disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, Section 21.5 of the Regulations, including employment practices when this agreement covers a program set forth in Appendix B of the Regulations.

D. Solicitations for Sub-contractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by this agreement for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap and low income.

E. Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the COUNTY or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the COUNTY, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

F. Sanctions for Noncompliance: In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the COUNTY shall impose such sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONTRACTOR under this agreement until the CONTRACTOR complies, and/or

2. Cancellation, termination or suspension of this agreement, in whole or in part.

Attachment: Willdan Eng 17-020 BPMP Phase I (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge Preventive

G. Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the COUNTY or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the CONTRACTOR may request the COUNTY to enter into such litigation to protect the interests of the COUNTY and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

10. INSPECTION OF WORK

The CONTRACTOR and any sub-contractor shall permit the COUNTY, the state, and the FHWA if federal participating funds are used in this agreement to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

11. PROHIBITION OF EXPENDING LOCAL AGENCY, STATE OR FEDERAL FUNDS FOR LOBBYING

A. The CONTRACTOR certifies to the best of his/her/its knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid, by-or-on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency; a member of Congress; an officer or employee of Congress, or an employee of a member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

Attachment: Willdan Eng 17-020 BPMP Phase I (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge Preventive

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. The CONTRACTOR also agrees by signing this document that he/she/it shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly

12. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

A. The CONTRACTOR warrants that this agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion to terminate the agreement without liability; to pay only for the value of the work actually performed, or to deduct from the agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

13. REIMBURSEMENT OF TRAVEL & SUBSISTENCE

COUNTY agrees to pay pre-approved travel and subsistence expenses per the COUNTY's Travel Policy.

14. RETENTION OF RECORDS/AUDIT

A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this agreement pursuant to Government Code 8546.7; the CONTRACTOR, subcontractors, and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this agreement, including but not limited to, the costs of administering this agreement. All parties shall make such materials available at their respective offices at all reasonable times during the agreement period and for three years from the date of final payment under this agreement. The state, the State Auditor, COUNTY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONTRACTOR that are pertinent to this agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

B. Subcontracts in excess of $25,000 shall contain this provision.

Attachment: Willdan Eng 17-020 BPMP Phase I (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge Preventive

15. STATE PREVAILING WAGE RATES

A. The CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this agreement if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

16. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this agreement that is not disposed of by agreement, shall be reviewed by the COUNTY's project manager.

B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by the COUNTY of unresolved audit issues. The request for review shall be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by the COUNTY will excuse CONTRACTOR from full and timely performance in accordance with the terms of this contract.

D. CONTRACTOR and sub-contractor agreements, including cost proposals and Indirect Cost Rates (hereinafter "ICR"), are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The agreement, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by the COUNTY project manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the agreement by this reference if directed by the COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of agreement terms and cause for termination of the agreement and disallowance of prior reimbursed costs.

17. STATEMENT OF COMPLIANCE

A. The CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONTRACTOR has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

Attachment: Willdan Eng 17-020 BPMP Phase I (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge Preventive

B. During the performance of this agreement, the CONTRACTOR and its sub-contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The CONTRACTOR and sub-contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The CONTRACTOR and sub-contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated under the (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 CONTRACTOR and its sub-contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. The CONTRACTOR shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The CONTRACTOR, with regard to the work performed by it during this agreement, shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices, when this agreement covers a program whose goal is employment.

18. SUBCONTRACTING

A. The CONTRACTOR shall perform the services with resources available within its own organization; and no portion of the work pertinent to this agreement shall be subcontracted without written authorization by the COUNTY, except that which is expressly identified in the approved Cost Proposal.

B. Any subcontract in excess of $25,000 entered into as a result of this agreement, shall contain all the provisions stipulated in this agreement to be applicable to subcontractors.

C. Any substitution of sub-contractors must be approved in writing by the COUNTY.

Attachment: Willdan Eng 17-020 BPMP Phase I (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge Preventive

19. SAFETY

A. The CONTRACTOR shall comply with OSHA regulations applicable to the CONTRACTOR regarding necessary safety equipment or procedures. The CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. The CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this agreement, shall contain all of the provisions of this Article.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by and through their respective authorized officers:

Attachment: Willdan Eng 17-020 BPMP Phase I (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge Preventive

COST PROPOSAL

Date 6-Apr-1

Project Mariposa BPMP PS&E Preparation Lesser Environmental (Phase I)

Consultant Willdan Engineering

DIRECT LABOR

Classification	Name	Billing Range	Hours	@	Initial Hourly Rate	Total
Bridge Lead	Gary Gordon	$63 - $65	214	@	$63.00	$13,482.0
Assoc Bridge Engineer II	Joseph DeMartini	$26 - $32	374	@	$28.00	$10,472.0
PIC	Newton Armstrong	$61 - $92	16	@	$75.00	$1,200.0
QA/QC	Doug Wilson	$54 - $77	48	@	$63.00	$3,024.0
Admin Support	TBD	$25 - $37	32	@	$26.00	$832.0
				@		$0.0
				@		$0.0
				@		$0.0
				@		$0.0
				@		$0.0
				@		$0.0
				@		$0.0
				@		$0.0
					Subtotal Direct Labor Costs	$29,010.0
					Anticipated Salary Increases	$1,450.5
					Total Direct Labor Cost	$30,460.5

	Rate	Total		
FRINGE BENEFITS	43.92%	$13,378.25	**Total Fringe Benefits**	$13,378.2
INDIRECT COSTS				
Overhead / General and Administrative	95.51%	$29,092.82		
			Total Indirect Costs	$29,092.8
FEE (PROFIT)	10%		**Total Fee (Profit)**	$7,293.1
OTHER COSTS				
Travel		$4,500		
Equipment and Supplies (Itemize)				
Other Direct Costs				
			Total Other Costs	$4,500.0
Willdan (PARS)				$77,074.9
WILLDAN SUBTOTAL				$161,799.6
SUBCONTRACTOR COSTS				
			Total Subcontractor Costs	$42,153.2
			TOTAL COST	**$203,952.91**

Attachment: Willdan Eng 17-020 BPMP Phase I (RES-2022-689 : Approve a Third Amendment with Willdan Eng. for Bridge Preventive

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-690

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve a 4Th Amendment with Consor N. A, Inc. (Quincy Eng Inc.) for Moss Canyon Bridge

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RECOMMENDATION AND JUSTIFICATION:
Approve Fourth Amendment and Name Change from Quincy Eng. Inc. to Consor North America, Inc. for Moss Canyon Bridge (Bridge No. 40C0064) Replacement Project and Extend the Term of Agreement to December 31, 2025; Authorize the Board of Supervisors Chair to Sign the Amendment.

NEPA is complete including Wild and Scenic River Act review. Staff is proceeding with Forest Service permitting. After completion of the encroachment permit and coordination with PG&E, a request for construction funds will be made to Caltrans.

The Federal Highway Administration administers the Federal Highway Bridge Program as part of the current Federal Transportation Bill, MAP-21. Caltrans manages the program in the State of California.

Under current regulations, 100% of the cost of these contracts, and the staff time necessary for Public Works to manage them, are reimbursable from the Highway Bridge Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On November 24, 2020, Resolution 2020-682 the Board approved a Third Amendment to Extend the Term of Agreement to December 31, 2022.

On December 11, 2018, Resolution 2018-597 the Board approved a Second Amendment to extend the term of the Agreement to December 31, 2020.

On May 16, 2017, Resolution 2017-295 the Board approved a First Amendment to extend the term of the agreement, increase compensation, and expand the scope of services.

On August 19, 2014, Resolution 2014-436 The Board approved an Agreement with Quincy Engineering for Phase I of this project.

On May 28, 2013, the Board approved a Program Supplement with Caltrans for this bridge.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not to approve, the project would halt and the design consultant would not be paid for their work.

FINANCIAL IMPACT:
This project is 100% Reimbursable and as such there is no negative Financial Impact to the County.

ATTACHMENTS:
Consor North America - Moss Canyon - Fourth (002) (PDF)
Third Amend 20-682 (PDF)
Second Amend 18-597 (PDF)
First Amendment Incline Road Over Moss Canyon Bridge (40C0064) (PDF)
Quincy 15-011 #64 (PDF)

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

FOURTH AMENDMENT TO AGREEMENT FOR BRIDGE DESIGN SERVICES FOR INCLINE ROAD OVER MOSS CANYON BRIDGE (40C0064)

THIS FOURTH AMENDMENT TO AGREEMENT FOR DESIGN SERVICES FOR INCLINE ROAD OVER MOSS CANYON BRIDGE, 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 Consor North America, Inc., hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated August 19, 2014, wherein **Contractor** agreed to provide engineering services; and

WHEREAS, County and **Contractor** have entered into a First Amendment to Agreement dated May 16, 2017, to expand the scope of services, extend the term of the Agreement, and increase compensation; and

WHEREAS, County and **Contractor** have entered into a Second Amendment to Agreement dated December 11, 2018, to extend the term of the Agreement to December 31, 2020; and

WHEREAS, County and **Contractor** have entered into a Third Amendment to Agreement dated November 24, 2020, to expand the scope of services and extend the term of the Agreement to December 31, 2022.

WHEREAS, County and **Contractor** desire to further amend said Agreement to change the name of the Contractor and 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. "CONTRACTOR", is hereby amended to reference **Consor North America, Inc.**

2. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to December 31, 2025.

Except as herein amended, the Agreement dated August 19, 2014, together with the First Amendment dated May 16, 2017, and the Second Amendment dated December 11, 2018, and the Third Amendment dated November 24, 2020, shall remain in full force and effect.

Attachment: Consor North America - Moss Canyon - Fourth (002) (RES-2022-690 : Approve a 4Th Amendment with Consor N. A, Inc. (Quincy

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

COUNTY OF MARIPOSA	CONTRACTOR
Rosemarie Smallcombe, Chair Board of Supervisors	R. Brent Lemon, Vice President Consor North America, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Consor North America - Moss Canyon - Fourth (002) (RES-2022-690 : Approve a 4Th Amendment with Consor N. A, Inc. (Quincy

RES. NO. 20-682

THIRD AMENDMENT TO AGREEMENT FOR BRIDGE DESIGN SERVICES FOR INCLINE ROAD OVER MOSS CANYON BRIDGE 40C0064

THIS THIRD AMENDMENT TO AGREEMENT FOR BRIDGE DESIGN SERVICES FOR INCLINE ROAD OVER MOSS CANYON BRIDGE 40C0064 is made and entered into this 24th day of November 2020, by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as **"County,"** and Quincy Engineering, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated August 19, 2014, wherein **Contractor** agreed to provide engineering services; and

Whereas, County and **Contractor** entered into a First Amendment dated May 16, 2017 to expand the scope of services, extend the term of the Agreement, and increase compensation.

Whereas, County and **Contractor** entered into a Second Amendment dated December 11, 2018 to extend the term of the Agreement to December 31, 2020.

Whereas, County and **Contractor** desire to amend said Agreement to revise the Scope of Services and extend the term to be provided to **Contractor**;

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

1. Paragraph 1.01, "TERM" is hereby amended to extend the term of the Agreement from December 31, 2020 to December 31, 2022.

2. Paragraph 3.01, "SERVICES" is hereby amended to modify the Scope of Services to be performed by Contractor as set forth in Exhibit "A" (Original) and Exhibit "B" (Modified)

3. Except as herein amended, the Agreement dated August 19, 2014 together with the First Amendment dated May 16, 2017 and the Second Amendment dated December 11, 2018 shall remain in full force and effect.

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

COUNTY OF MARIPOSA:

Kevin Cann, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

Quincy Engineering
Vice President

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

LAST UPDATED 3/7/19

Attachment: Third Amend 20-682 (RES-2022-690 : Approve a 4Th Amendment with Consor N. A, Inc. (Quincy Eng Inc.) for Moss Canyon Bridge)

RES. NO. 18-597

SECOND AMENDMENT TO AGREEMENT FOR BRIDGE DESIGN SERVICES FOR INCLINE ROAD OVER MOSS CANYON BRIDGE #40C0064

THIS SECOND AMENDMENT TO AGREEMENT FOR BRIDGE DESIGN SERVICES FOR INCLINE ROAD OVER MOSS CANYON BRIDGE #40C0064 is made and entered into this _____ day of _____, 2018, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and Quincy Engineering, hereinafter referred to as "**Contractor.**"

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated August 19, 2014, wherein **Contractor** agreed to provide engineering services; and

WHEREAS, **County** and **Contractor** entered into a First Amendment on May 16, 2017 to extend the term of the Agreement to December 31, 2018, expand the scope of services, and to increase compensation by Three Hundred Fifty Six Thousand Dollars ($356,000) for a total not to exceed amount of Five Hundred Fifty Four Dollars ($554,000).

WHEREAS, **County** and **Contractor** desire to extend the term of the Agreement to December 31, 2020 to be provided to **Contractor**;

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

1. Paragraph 1.01, "TERM", is hereby amended to extend the term of the Agreement to December 31, 2020 to **Contractor.**

2. Except as herein amended, the agreement dated August 19, 2014 and the First Amendment dated May 16, 2017 shall remain in full force and effect.

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

COUNTY OF MARIPOSA:

Rosemarie Smallcombe, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

Quincy Engineering

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Second Amend 18-597 (RES-2022-690 : Approve a 4Th Amendment with Consor N. A, Inc. (Quincy Eng Inc.) for Moss Canyon

RES. NO. 17-295

FIRST AMENDMENT TO AGREEMENT FOR BRIDGE DESIGN SERVICES FOR INCLINE ROAD OVER MOSS CANYON BRIDGE (40C0064)

THIS FIRST AMENDMENT TO AGREEMENT FOR BRIDGE DESIGN SERVICES FOR INCLINE ROAD OVER MOSS CANYON BRIDGE (40C0064) is made and entered into this 25TH day of April, 2017, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County"**, and Quincy Engineering, hereinafter referred to as **"Contractor"**.

WHEREAS, the **County** and **Contractor** have heretofore entered into a Contract dated August 19, 2014, wherein **Contractor** agreed to provide bridge design services for Incline Road over Moss Canyon Bridge (40C0064); and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend term of Agreement, to expand the scope of services, to increase compensation, and to include an Addendum to Agreement for Federally Funded Projects.

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

1. Paragraph 1.01, "TERM" is hereby amended to extend the term of Agreement from December 31, 2016 to December 31, 2018.

2. Paragraph 3.01, "SERVICES", is hereby amended to expand the scope of services to be performed by Contractor as set forth in Exhibit "A-1" attached hereto.

3. Paragraph 4.01, "COMPENSATION", is hereby amended to provide that an additional Three Hundred Fifty Six Thousand Dollars ($356,000) will be added to the amended contract price of One Hundred Ninety Eight Thousand Dollars ($198,000), making the total

Attachment: First Amendment Incline Road Over Moss Canyon Bridge (40C0064) (RES-2022-690 : Approve a 4Th Amendment with Consor N. A,

compensation paid to **Contractor** the not to exceed amount of Five Hundred Fifty Four Thousand Dollars ($554,000).

4. Paragraph 8.05, "CONFORMANCE TO APPLICABLE LAW" is hereby amended to include the Addendum to Professional Services Agreement for Federally Funded Project attached hereto as Exhibit "B".

5. Except as herein amended, the agreement dated August 19, 2014 shall remain in full force and effect.

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

COUNTY OF MARIPOSA:

Marshall Long, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

John Quincy

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: First Amendment Incline Road Over Moss Canyon Bridge (40C0064) (RES-2022-690 : Approve a 4Th Amendment with Consor N. A,

RES. NO. 14-436

15-011

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made this 19th day of August, 2014 between:

COUNTY: Mariposa County Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

and

CONTRACTOR: Quincy Engineering
11017 Cobblerock Drive
Rancho Cardova, CA 95670

ARTICLE 1. TERM OF AGREEMENT

1.01 Agreement Term: This Agreement shall become effective on August 19, 2014, and shall terminate on December 31, 2016, unless terminated in accordance with the provisions of Article 7 of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express 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.

2.02 Contractor Qualifications: Contractor represents that it has the necessary competence, experience and qualifications for the services to be performed.

2.03 Agreement Management: Contractor shall report to the Public Works Director who will review the activities and performance of the Contractor and administer this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

3.01 Scope of Services: . Contractor agrees to provide services to the Department of Public Works per the scope of work attached hereto. Quincy Engineering will provide Project Management, Topographic Survey and Right-of-Way Mapping, Geotechnical, Hydraulics, Preliminary Engineering and Environmental Surveys and Constraints Mapping for the replacement of the Moss Canyon Bridge on Incline Road (Bridge No. 40C0064) detailed in Exhitit "A" attached.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

Attachment: Quincy 15-011 #64 (RES-2022-690 : Approve a 4Th Amendment with Consor N. A, Inc. (Quincy Eng Inc.) for Moss Canyon Bridge)

and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. County may not control, direct, or supervise Contractor's responsibility for assistants or employees in the performance of those services. Contractor assumes full performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of such assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Consultant, County agrees to pay Consultant in proportion to the services satisfactorily performed with a not to exceed amount of **$198,000**. Items designated as "time and materials", the consultant shall be paid, and reimbursed for costs, a total sum not to exceed the amount shown in Exhibit "A" attached hereto. Payment will be made at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. In the event payments equal the "not to exceed" amount, Consultant shall complete all services required under this agreement without further compensation or cost reimbursement.

[ ] Total sum to be paid upon completion of services,
or
[x] Incremental payments based on the following schedule:
Submittal of monthly invoices

4.02 Invoices: Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County. All invoices shall reference contract number.

4.03 Date for Payment of Compensation: County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

5.01 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities, required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

Attachment: Quincy 15-011 #64 (RES-2022-690 : Approve a 4Th Amendment with Consor N. A, Inc. (Quincy Eng Inc.) for Moss Canyon Bridge)

5.02 Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, to the extent caused by the negligent performance of services by Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars ($1,000,000) or an amount as otherwise determined appropriate by the County Risk Manager to cover such claims. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. Acceptance by County of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.03 General Liability and Automobile Insurance: During the term of this Agreement Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least $1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or the named insureds will be called on to cover a loss covered hereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.04 Professional Liability Coverage: Contractor shall provide proof of professional liability coverage satisfactory to County prior to commencing work under the Agreement.

5.05 Certificate of Insurance: Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth in paragraphs 5.02, 5.03 and 5.04 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to County prior to the effective date of such cancellation.

5.06 Workers' Compensation: During the term of this Agreement Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

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

Attachment: Quincy 15-011 #64 (RES-2022-690 : Approve a 4Th Amendment with Consor N. A, Inc. (Quincy Eng Inc.) for Moss Canyon Bridge)

5.08 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.

5.09 Records: It is understood and agreed that all plans, studies, specifications, and data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the County and are not necessarily suitable for any future or other use. Contractor shall maintain such records for a minimum of three (3) years or as otherwise required by law.

5.10 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

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

ARTICLE 6. OBLIGATIONS OF COUNTY

6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor and provide access as allowed by law to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

6.02 Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by County without the prior written consent of Contractor.

ARTICLE 7. TERMINATION OF AGREEMENT

7.01 Termination Occurrence of Stated Events: This Agreement shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

Attachment: Quincy 15-011 #64 (RES-2022-690 : Approve a 4Th Amendment with Consor N. A, Inc. (Quincy Eng Inc.) for Moss Canyon Bridge)

7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at County's option, may terminate this Agreement by giving written notification to Contractor.

7.03 Termination for Convenience of County: County may terminate this Agreement at any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for services performed in accordance with Article 4 (Compensation) of this Agreement at the time the notice of termination is received.

7.04 Termination of Funding: The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of County arising from this Agreement shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

ARTICLE 8. GENERAL PROVISIONS

8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 Entire Agreement of the Parties: This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged and approved by the County as provided herein or as otherwise required by law.

8.03 Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8.04 Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

Attachment: Quincy 15-011 #64 (RES-2022-690 : Approve a 4Th Amendment with Consor N. A, Inc. (Quincy Eng Inc.) for Moss Canyon Bridge)

8.05 Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.

8.06 Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation.

8.07 Governing Law: This Agreement and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Mariposa.

Executed at Mariposa, California, on the date and year first above written.

COUNTY:
Department of Public Works

KEVIN CANN, Chairman
Mariposa County Board of Supervisors

Date: 8/22/14

CONTRACTOR:
Quincy Engineering

(Signature)

Date: 8/14/14

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Date: 8-19-14

APPROVED BY:

PETER M. REI, PE
Public Works Director

Date: 8/5/14

Revised 5/06/13

Attachment: Quincy 15-011 #64 (RES-2022-690 : Approve a 4Th Amendment with Consor N. A, Inc. (Quincy Eng Inc.) for Moss Canyon Bridge)

PROJECT SCOPE OF WORK

SCOPE OF WORK

Quincy Engineering, Inc. (Quincy) provides the following scope of work to provide plans, specifications, and estimate (PS&E), environmental clearance and construction management for a the replacement of the Moss Canyon Bridge on Incline Road (**Bridge Number 40C0064**) in **Mariposa County (County)**. The work has been broken out into three phases as described below:

- **Phase 1 (Phase 1 scope shown below)**
  - Project Management
  - Topographic Survey & Preliminary Right of Way Mapping
  - Geotechnical
  - Hydraulics
  - Preliminary Engineering
  - Environmental Surveys and Constraints Mapping
- **Phase 2 (Scope to be determined upon completion of Phase 1)**
  - Public Outreach
  - Environmental Studies and Regulatory Compliance
  - Plans, Specifications and Estimate
  - Appraisals and Acquisitions
- **Phase 3 (Scope to be determined upon completion of Phase 2)**
  - Bidding and Post Award
  - Construction Management

Phase 1 scope of work is shown below. The Phase 2 & 3 scope of work will be determined from the findings in Phase 1. Attached (Exhibit A) is the corresponding fee for the following tasks in Phase 1.

PHASE I

TASK 1 – PROJECT MANAGEMENT

Task 1.1 - Kick-off Meeting

A kick-off meeting will be held at the **County** office after the Notice to Proceed and will introduce the Project Team, establish communication channels, set the project schedule, clarify the Scope of Work, and define the roles and responsibilities of the various Team members. **Quincy** will distribute an approved meeting agenda, arrange attendance of key team members, and distribute meeting minutes. Upon completion of the meeting the Project Team will visit the site.

Task 1 Products:

- Kick-off Meeting
- Project Schedule – MS Project
- PDT Meetings (Agenda & Meeting Minutes) – Total 2
- Phone Conferences – Total 1

Task 1.2 - Project Management & Schedule

Quincy will be responsible for assembling a Project Development Team (PDT) for the project. **Quincy** will lead PDT meetings, which will include distributing approved meeting agendas, arranging attendance of key team members, and distributing meeting minutes along with a summary of action items. **Quincy** will also develop and update a critical path schedule for the project. A total of two (2) PDT meetings in person and one (1) Phone Conference is proposed for this Scope of Work in addition to the kick-off meeting. **Quincy** will also develop a PS&E delivery schedule to distribute to the Team, which will be updated regularly as required.

Attachment: Quincy 15-011 #64 (RES-2022-690 : Approve a 4Th Amendment with Consor N. A, Inc. (Quincy Eng Inc.) for Moss Canyon Bridge)

Task 1.3 - Quality Control/Quality Assurance

Quincy will provide documented Quality Control/Quality Assurance following our in-house QA/QC Manual. **Quincy** will provide contract management and quality control services throughout the duration of the project.

Task 1.4 - Highway Bridge Program (HBP) Updates

Quincy will assist the **County** with the completion of HBP forms requiring submittal found in the Caltrans Local Assistance Program Guidelines. The HBP forms will be completed and submitted to the **County** in Microsoft Word format.

TASK 2 – TOPOGRAPHIC SURVEY & RIGHT-OF-WAY MAPPING

Task 2.1 - Record Research & Record Calculations

Quincy will perform record research at the **County** to locate recorded maps, deeds, right-of-way maps, and other boundary evidence. Preliminary Title Reports for each property affected will be provided by the county and all exception documents will be reviewed to determine the potential effects on the existing right-of-way. Record right-of-way and property boundaries located within the project limits will be calculated to facilitate search positions for existing boundary evidence in the field.

Task 2 Products:

- Record Research
- Control and Right-of-Way Survey
- Topographic and Utility Base Map
- Cross-Sections

Task 2.2 – Preliminary Right-of-Way & Control Field Survey

Quincy will perform a right-of-way survey and provide design control and right-of-way mapping for the project. Horizontal and vertical control points will be set to last throughout the project. Horizontal datum will be based on the North American Datum 83 (NAD 83). Vertical datum will be based on the North America Vertical Datum 88 (NAVD 88). A field survey will be conducted to search and locate existing survey monuments and physical evidence required to establish the existing right-of-way and property lines at those locations where any portion of the project encroaches.

Task 2.3 - Topographic Survey & Cross-Sections

A topographic survey will be conducted locating existing site improvements, visible utilities, trees larger than six inches in diameter, and other features necessary for improvement design. All surveys will be based on the previously established project control. Survey data will be compiled and processed and incorporated into a Topographic Base Map to serve as a base file for design improvements. Additionally, seven (7) cross-sections of the creek will be taken to facilitate the hydraulic analysis.

TASK 3 – GEOTECHNICAL INVESTIGATIONS & FOUNDATION REPORT

Task 3.1 - Pre-field Activities

Prior to the field work, Kleinfelder will perform a site reconnaissance to review project limits and mark the exploratory boring locations for utility clearance. It is anticipated an encroachment permit with the **County** will be necessary to complete the borings in the roadway. Obtaining the permits is included in our scope, but based on previous experience, it is anticipated the encroachment permit would be issued without charge.

Attachment: Quincy 15-011 #64 (RES-2022-690 : Approve a 4Th Amendment with Consor N. A, Inc. (Quincy Eng Inc.) for Moss Canyon Bridge)

Task 3.2 - Field Exploration Program

Based on discussions with designers, it is anticipated that the new bridge will be a either a single span or two span structure and the planned field exploration will include three (3) test borings to depths of about 40 to 50 feet below existing grade. If auger refusal occurs before these depths due to bedrock, Kleinfelder is prepared to rock core approximately 15 feet into bedrock. One boring will be performed along the dirt shoulder of the road at each abutment and the third boring will be performed in the canyon. The borings will be advanced with a truck mounted drill rig capable of utilizing hollow-stem auger, rotary wash (once groundwater is encountered), and rock coring techniques. The soil cuttings and drilling fluid will be contained in 55 gallon drums and removed from the site once we are completed with the field exploration program. Samples will be obtained from the test borings at frequent intervals. Sampling, logging, and oversight of drilling operations will be performed in accordance with Caltrans by an engineer from this office who is qualified by both education and experience. Upon completion, test borings will be backfilled with cement grout.

Task 3 Products:

- Preliminary Foundation Memorandum
- Draft Foundation Report
- Final Foundation Report
- Log of Test Borings (LOTB)
- ISA

Necessary traffic control and/or signage will be obtained by Kleinfelder.

Task 3.3 - Preliminary Foundation Memorandum

Following completion of the subsurface exploration, Kleinfelder will prepare a Preliminary Foundation Memorandum. This memorandum will include foundation recommendations for the proposed bridge.

Task 3.4 - Laboratory Testing Program

Selected soil samples obtained during the field exploration will be tested in Kleinfelder's local Caltrans certified laboratory to evaluate certain physical properties that will be necessary to complete the engineering analysis. Based on the anticipated subsurface conditions at the site, it is anticipated the following laboratory tests will be performed:

- In-place density and moisture content, American Society for Testing and Materials (ASTM) D2937
- Direct shear strength, ASTM D3080
- Unconfined Compression, ASTM D2166
- Grain-size distribution, ASTM D422
- Soluble sulfate, California Test Method No. 417
- Soluble chloride, California Test Method No. 422
- Minimum electrical resistivity, California Test Method No. 643

Task 3.5 - Engineering Analysis and Foundation Report Preparation

After the field and laboratory phases are complete and based on engineering evaluation and analysis of field and laboratory data, a draft Foundation Report will be prepared, followed by a final Foundation Report once all review comments have been received. The report will follow basic Caltrans LRFD guidelines and the revised Caltrans Foundation Report Preparation for Bridge Foundations (2009), which became effective January 1, 2010. The FR will present comments and recommendations to aid in design of the bridge along with Log of Test Boring drawings suitable for inclusion into the contract drawings. It is anticipated that the following specific items will be included in the Foundation Report:

- A description of the proposed project.
- Discussion of the field and laboratory testing programs.

Attachment: Quincy 15-011 #64 (RES-2022-690 : Approve a 4Th Amendment with Consor N. A, Inc. (Quincy Eng Inc.) for Moss Canyon Bridge)

- Comments on the regional geology and site engineering seismology, including the potential for liquefaction and seismically induced settlement.
- Recommended peak ground acceleration and ARS curve based on Caltrans Seismic Design Criteria 1.7 (released April 2013).
- Recommended gross and net permissible contract stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations, if appropriate.
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient), if appropriate.
- Recommended design and specified tip elevations for pile foundations under Service Limit, Strength Limit, and Extreme Event load, if appropriate.
- Recommendations for design of laterally loaded piles, if appropriate.
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls.
- Comments on the corrosion potential of foundation soil.
- Log of Test Boring drawings suitable for inclusion into the contract drawings.

Task 3.6- Initial Site Assessment (ISA)

The ISA for this project will be completed by Kleinfelder in accordance with the Caltrans "Initial Site Assessment" guidelines and requirements. If their research indicates that additional investigation or sampling and analysis are recommended, a separate scope of work, budget, and schedule will be submitted for County approval. An ISA does not typically include sampling and analysis. The ISA may identify areas which require additional Phase II investigation. Other services can be provided to further understand the site conditions. These services include, but are not limited to, soil vapor surveys, soil and groundwater assessments, geophysical surveys, and risk assessments. These services can be provided for additional fees.

Kleinfelder will provide a final report of findings. The report of findings will include an evaluation of the information obtained from the ISA. The report will include illustrations, color photographs, and pertinent regulatory agency documentation regarding the site. The report will discuss findings and recommendations.

Task 3.6.1 - Regulatory Agency and Other Records Review

Standard Environmental Record Sources: Federal and State

A review of published lists of state and federal regulatory agency investigations and/or enforcement actions for the site and within the following ASTM minimum search distances of the site.

- United States Environmental Protection Agency (U.S.E.P.A.) National Priority List (NPL), RCRA Treatment, Storage and Disposal (TSD) facilities, the Cal-EPA Department of Toxic Substances Control (DTSC) Cal-Sites List including the Bond Expenditure Plan (BEP) and Annual Workplan and the Cal-EPA Office of Environmental Information Hazardous Waste and Substances Sites List (formerly the CORTESE list) for the site and properties within one mile of the site.
- U.S. E.P.A. CERCLIS list, Regional Water Quality Control Board Tank Tracking System and California Integrated Waste Management Board SWIS and SWAT lists within one-half mile of the site.
- The RCRA generators list and the local or state list of registered underground storage tanks for the site and adjacent properties. The Emergency Response Notification System (ERNS) for the subject site only.

It is Kleinfelder's experience that the three above listed bulleted items will satisfy Caltrans' ISA protocol.

Attachment: Quincy 15-011 #64 (RES-2022-690 : Approve a 4Th Amendment with Consor N. A, Inc. (Quincy Eng Inc.) for Moss Canyon Bridge)

Additional Environmental Sources; State and Local

Review of reasonably ascertainable state and local regulatory agency records for information pertaining to environmental permits, site investigations, and documented enforcement actions for the subject site and adjacent facilities only. State and local agencies contacted may include the following as appropriate:

The local agency branch of the State Office of Emergency Services, the Regional Water Quality Control Board, the local Environmental Health Department, the local Fire Department, the Air Quality Management District or Air Pollution Control District, the local Planning Department, the Building Department, and the local utility company.

Interviews with local government officials for information regarding use, storage, and disposal of hazardous substances for the subject site or adjacent properties. Local government officials contacted may include the following as appropriate:

- Local fire department
- Local health agency
- Local agency with responsibility for hazardous waste disposal or other environmental matters such as: State of California Department of Water Resources for on-site water wells, the California Department of Conservation, Division of Oil and Gas for onsite oil wells, the Office of the California State Fire Marshall or Public Utilities Commission for pipelines, or the local Agricultural Commissioner for restricted pesticide use permits for the site.

Task 3.6.2 - Site History and Setting

In order to comply with Caltrans ISA guidelines, one or more of the following reasonably ascertainable standard historical sources will be consulted for information regarding the subject site:

- Review obtainable Sanborn Fire Insurance Company Maps to gain knowledge of past operations, facilities, or activities of environmental concern for the subject site and adjacent properties.
- Review readily obtainable aerial photographs for discernible physical features regarding past operations, facilities, and activities of environmental concern for the subject site and adjacent properties.
- Review available city directories for prior business names, which operated at the subject site.
- Review chain-of-title or recorded document guarantee report (if provided by client) dating back 50 years, which lists current and former easements and ownership. As an alternative a preliminary title report describing existing easements and current ownership may be reviewed if provided by the client.
- Review geological and hydrogeological information for the area in which the site is located.

Task 3.6.3 - Site Reconnaissance

Conduct a site visit to observe field conditions indicating recognizable environmental conditions in connection with the property, which may include:

- Note obvious location(s) of suspected past and present hazardous substance storage, application, use, and disposal areas.
- Note obvious location(s) of aboveground and underground storage tanks, pipelines, wells, and transformers and note building materials suspected to contain asbestos. Pertinent information or helpful documents that the client has or can obtain regarding as-built drawings,

Attachment: Quincy 15-011 #64 (RES-2022-690 : Approve a 4Th Amendment with Consor N. A, Inc. (Quincy Eng Inc.) for Moss Canyon Bridge)

environmental permits or registrations, previous assessments, etc., for underground tanks, etc., is requested to be made available for use by Kleinfelder.

- Note obvious uses and environmental conditions concerns as noted in the review of the aerial photography.
- Note facilities adjacent to the site that have an obvious potential to affect the environmental conditions at the site.
- Photographically document conditions at the time of the site visit.

Task 3.6.4 - Final Report of Findings

Provide a final report of findings. The report of findings will include an evaluation of the information obtained from the ISA. The report will include illustrations, color photographs, and pertinent regulatory agency documentation regarding the site. The report will discuss findings and recommendations.

TASK 4 – HYDRAULICS

Task 4.1 - Project Meetings

WRECO will attend one (1) Project kickoff field meeting and also participate in two (2) conference calls with the **County** and Project Team staff.

Task 4.2 - Data Review and Field Reconnaissance

WRECO will review available data, including previous studies, provided by the **County** and the Project Team. WRECO will conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.

Task 4.3 - Hydrologic Analysis

WRECO's preliminary research of the Federal Emergency Management Agency's (FEMA) Flood Insurance Study (FIS) indicated that there is no detailed study available at the bridge site. WRECO will perform hydrologic analyses using at least two of three different methods to estimate the design flows: 1) USGS Regional Regression Method, 2) Unit Hydrograph Method, and 3) a statistical analysis using the USGS stream gage data. WRECO will identify the appropriate design floods (usually the 50-year flood), base flood (100-year flood), flood of record (if possible), and the overtopping flood.

Task 4 Products:

- Draft Floodplain Evaluation Report or Summary of Floodplain Encroachment Technical Memorandum (3 copies)
- Final Floodplain Evaluation Report or Summary of Floodplain Encroachment Technical Memorandum (5 copies)
- Draft Bridge Design Hydraulic Study Report (3 copies)
- Final Bridge Design Hydraulic Study Report (5 copies)

Task 4.4 - Hydraulic Analysis

WRECO will perform a hydraulic analysis to determine the design flow characteristics for the existing condition through the study area including the limits and water surface profile through the study area for the base flood. The hydraulic model of choice will be the U.S. Army Corps of Engineers' HEC-RAS Model. WRECO will coordinate with the Project Team to obtain the surveyed channel cross-sections for setting up the hydraulic model.

Attachment: Quincy 15-011 #64 (RES-2022-690 : Approve a 4Th Amendment with Consor N. A, Inc. (Quincy Eng Inc.) for Moss Canyon Bridge)

Task 4.5 - Bridge Location Hydraulic Study

WRECO will perform a Bridge Location Hydraulic Study and conduct a floodplain risk assessment for the bridge alternatives. WRECO will prepare either the Floodplain Evaluation Report or Summary of Floodplain Encroachment Technical Memorandum depending on the outcome of the Location Hydraulic Study, and it relies on assessment of the key items stated in 23 CFR 650.111(b)(c)(d).

Task 4.6 - Scour Analysis

WRECO will perform scour analysis to determine the stability of the creek and the scour potential for the proposed Project per the methodology specified in the Federal Highway Administration's HEC-18, HEC-20, and HEC-23 manuals. WRECO will make recommendations on the need for scour countermeasures. The bridge site has the presence of bedrock, although there has been report of a minor scour concerns.

Task 4.7 - Bridge Design Hydraulic Study

WRECO will prepare a Bridge Design Hydraulics Study Report to summarize the results from the hydraulic and bridge scour analyses and recommendations for bridge scour countermeasures. The report will include all the detailed hydraulic model output.

TASK 5 – PRELIMINARY ENGINEERING

Task 5.1 - Basis of Design

A Basis of Design document will be developed to summarize previously prepared information for the project, key project development standards, and traffic count data. This document will establish the design criteria and the preliminary roadway alignments.

Task 5.2 - Roadway Geometric Approval Drawings and Bridge Advance Planning Studies

Quincy will prepare preliminary roadway geometric drawings, bridge planning studies, and summarize the advantages/disadvantages for various alternatives. This will assist the **County** in their determination of the preferred alignment and bridge type. Since the roadway will be replaced on the existing tangent alignment, roadway alternatives will likely consist of vertical profile options based on various bridge depth alternatives. Since the roadway will be widened, **Quincy** will also study minimizing the right-of-way impacts with several horizontal alignment shifts. **Quincy** will study up to two horizontal widening options, and up to three vertical profile options. **Quincy** will develop up to three bridge planning study alternatives.

Task 5 Products:

- Basis of Design Document
- Type Selection Report (5 hard copies and electronic PDF)
- 30% Roadway plans (5 sets – 11" x 17")

Task 5.3 - Type Selection Report

Quincy will prepare a Type Selection Report, which will contain a General Plan and General Plan Estimate for each alternative along with our alternative recommendation. The report will also summarize design speed, safety, geotechnical, hydraulics, aesthetics, right-of-way impacts, environmental constraints, construction access and costs.

Task 5.4 - Preliminary Roadway Design (30% Plans)

Upon the County's decision on a preferred roadway alignment, **Quincy** will begin preparing 30% Roadway Plans. The plans will be completed to a 30% level of design, which will include horizontal and vertical alignments, typical cross-sections and safety elements required at the bridge. The plans will include any required staging or detour. Limits of cut/fill slopes will also be shown to determine the maximum area of disturbance to develop preliminary right-of-way acquisition requirements and the environmental study limits. **Quincy** shall prepare an "Engineers Opinion of Probable Construction Cost" and will include

Attachment: Quincy 15-011 #64 (RES-2022-690 : Approve a 4Th Amendment with Consor N. A, Inc. (Quincy Eng Inc.) for Moss Canyon Bridge)

appropriate contingency factors for this level of design.

TASK 6 – ENVIRONMENTAL

The scope described below includes preparation of the PES Form, preliminary literature searches and field surveys which will be used to prepare the technical reports (Phase 2). Consistent with their recent experience on similar bridge replacement projects, ESA assumes that preparation of a Categorical Exclusion (CE) (with supporting technical studies) will be sufficient to address the requirements of NEPA, with preparation of the CE by Caltrans staff consistent with Federal Highway Administration NEPA delegation requirements. Consequently, this scope of work assumes completion of the CE by Caltrans District 10 staff, with preparation of the supporting technical studies by ESA team members.

Task 6 Products:

- PES Form
- APE Map
- Wetland Delineation Map
- Constraints Map

Task 6.1 - Prepare PES, APE Map and Coordination Meeting

ESA will coordinate with **Quincy** and the **County** to prepare a draft project description to be used in the environmental compliance documents. The project description will identify the project purpose and need, project objectives, major project elements, project location, and timing. As part of the project description, an Area of Potential Effect (APE) map will also be prepared.

Using preliminary environmental site data, ESA will prepare and submit a draft PES form and APE map to the **County** and Caltrans. Based on their preliminary review of the Study Area, the scope of work assumes preparation of several technical studies (Phase 2). ESA will also assist the **County** in scheduling a site visit with Caltrans staff to review and confirm the assumptions outlined in the draft PES form and APE map. Upon completion of the site visit, ESA will revise the draft PES and APE as appropriate and resubmit the final forms/maps to the **County** and Caltrans staff.

Task 6.2 – Field Surveys and Constraints Mapping

ESA will prepare a wetland delineation map along with performing field surveys for the Water Quality Assessment Report (WQAR), Natural Environment Study (NES), Biological Assessment (BA), Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR). From these surveys a constraints map will be prepared which will be used to scope the required Phase 2 work

PROJECT ASSUMPTIONS

- In the event that suspected hazardous materials are encountered, visually or by odor in any geotechnical test boring, such boring will be immediately terminated and arrangements will be made to backfill the boring with cement grout. All added costs incurred as a result of suspected hazardous substances would be charged on a time and materials basis over and above the attached fee estimate.
- The scope of work does not include protocol-level surveys or exclusion and/or relocation efforts for listed species.

Attachment: Quincy 15-011 #64 (RES-2022-690 : Approve a 4Th Amendment with Consor N. A, Inc. (Quincy Eng Inc.) for Moss Canyon Bridge)

Mariposa County - Moss Canyon Bridge on Incline Road (Br. No. 40C0064)

No.	TASKS	Principal in Charge	Project Manager - PM	Senior Engineer - PE	Senior Engineer - PE	Associate Engineer - DE	Associate Engineer - DE	Survey Manager	Assistant Engineer - DE	Assistant Engineer - DE	Chainman	Drafter 2	Principal Engineer (QC/QA)	Admin	Senior Engineer - Spec.s	Quincy Total Hours	Kleinfelder	WRECO	ESA	Subconsultant Subtotal
		BL	LS	DM	MS	SM	KP	JW	road	bridge	survey	RR	JF		KG					
	Initial Hourly Rate	$74.37	$66.00	$51.67	$56.65	$48.61	$49.73	$48.52	$38.00	$38.00	$41.72	$26.54	$74.37	$20.00	$61.44					
	PHASE I - PROJECT MANAGEMENT & PRELIMINARY ENGR'G																			
1	**Project Management**																			
1.1	Kick-Off Meeting	8	12		8									2		30				
1.2	Project Management & Schedule	10	48	12	12									4		86				
1.3	QC/QA	1	2	1	1								2			7				
1.4	Highway Bridge Program Updates		4	8	8											20				
2	**Topographic Survey & R/W Mapping**																			
2.1	Record Research & Record calculations		1					24				24				49				
2.2	R/W & Control Field Survey		1					24			24					49				
2.3	Topographic Survey & Cross Sections		2					40			24	24				90				
3	**Geotechnical**		2	4	2											8	$55,136			$55,136
4	**Hydraulics**		2	2	4											8		$17,669		$17,669
5	**Preliminary Engineering**																			
5.1	Basis of Design	1	2	2	2	4	4									15				
5.3	GADs and Bridge APS			4	8	12	72					24				120				
5.4	Type Selection Report		8	12		20				8		32		2		82				
5.5	30% Plans		2		8		40					24				74				
6	**Environmental**	2	12	2	4									2		22			$20,111	$20,111
	Subtotal- Hours	22	98	47	57	36	116	88		8	48	128	2	10		660				
	Other Direct Costs																			
	Total Cost	$1,636	$6,664	$2,438	$3,229	$1,757	$5,769	$4,270		$304	$2,003	$3,397	$149	$200		$31,815	$55,136	$17,669	$20,111	$92,916

EXHIBIT A

Cost Proposal

EXHIBIT A

Mariposa County - Moss Canyon Bridge on Incline Road (Br. No. 40C0064)

Date: 7/30/2014

	Quincy Engineering, Inc.				
	Direct Labor:				$31,815.10
	Escalation for Multi-Year Project (3.5%):				$1,113.53
	Overhead (1.77):				$58,217.82
A.	Labor Subtotal				$91,146.44
	Subconsultant Costs:				
	Kleinfelder				$55,136.00
	WRECO				$17,669.00
	AIM				$0.00
	ESA				$20,111.00
	Bender Rosenthal				$0.00
	Testing				$0.00
B.	Subconsultant Subtotal				$92,916.00
	Other Direct Costs:				
	Plotter/Computer		hours @	$10.00	$0.00
	Travel	1050	miles @	$0.565	$593.25
	Pier Diem/ Hotel	2	days @	$150.00	$300.00
	Phone/Fax				$0.00
	Delivery	3	@	$25.00	$75.00
	Survey Prevailing Wage Differential				$1,964.00
	Vellum / Mylars	0	sheets @	$25.00	$0.00
	Title Reports	0	@	$500.00	$0.00
	11 X 17 Reproduction	25	@	$0.10	$2.50
	Mounting Boards for Presentations	0	@	$100.00	$0.00
	Newsletters (Translation and printing)				
	Mailings (6x)				
C.	Other Direct Cost Subtotal:				$2,934.75
	Labor Subtotal A. =				$91,146.44
	Fee (12.0%):				$10,937.57
	Subconsultant Subtotal B. =				$92,916.00
	Fee (0.0%):				$0.00
	Other Direct Cost Subtotal: C. =				$2,934.75
	Fee (0.0%):				$0.00
	TOTAL =				**$197,934.77**

Note: Invoices will be **based upon actual QEI hourly rates** plus overhead at 179.4% plus prorated portion of fixed fee. Subconsultant and Other Direct Costs will be billed at actual cost.

Total not to Exceed= **$198,000**

Quincy Engineering, Inc.

Attachment: Quincy 15-011 #64 (RES-2022-690 : Approve a 4Th Amendment with Consor N. A, Inc. (Quincy Eng Inc.) for Moss Canyon Bridge)

County of Mariposa
Moss Canyon Bridge on Incline Road
Bridge Number 40C0064

Quincy Engineering Inc.

CONSULTANT: Quincy Engineering

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Range	Hours	Initial Hourly Rate	Total
Brent Lemon	Principal in Charge	$60 - $75	22 @	$74.37	$1,636.14
Lance Schrey	Project Manager - PM	$60 - $75	98 @	$68.00	$6,664.00
Danny Mossman	Senior Engineer - PE	$45 - $70	47 @	$51.87	$2,437.89
Mike Sanchez	Senior Engineer - PE	$45 - $70	57 @	$56.65	$3,229.05
Scott Mc Cauley	Associate Engineer - DE	$45 - $70	36 @	$48.81	$1,757.16
Krassimir Panayotov	Associate Engineer - DE	$45 - $70	116 @	$49.73	$5,768.68
Jon Wheat	Survey Manager	$32 - $55	88 @	$48.52	$4,269.76
Road Engineer	Assistant Engineer - DE	$25 - $40	0 @	$38.00	$0.00
Bridge Engineer	Assistant Engineer - DE	$25 - $40	8 @	$38.00	$304.00
Res. Eng./Str. Rep.	Resident Engineer / Structure	$25 - $40	0 @	$65.00	$0.00
Inspector	Inspector	$25 - $40	0 @	$42.00	$0.00
Chainman	Chainman	$32 - $50	48 @	$41.72	$2,002.56
Rich Ramirez	Drafter 2	$20 - $32	128 @	$26.54	$3,397.12
Jim Foster	Principal Engineer (QC/QA)	$45 - $75	2 @	$74.37	$148.74
Tara Malcolm	Admin	$10 - $35	10 @	$20.00	$200.00
Kelly Gallagher	Senior Engineer - Spec.s	$45 - $70	0 @	$61.44	$0.00
			660		
				Subtotal Direct Labor Costs	$31,815.10
		4%		Anticipated Salary Increases	$1,113.53
				TOTAL - Direct Labor	$32,928.63

INDIRECT COSTS	Rate	Total
Overhead	176.80%	$58,217.82
Fringe Benefit (Included in OH)	0.00%	
General & Administrative (Included in OH)	0.00%	
	176.80%	
TOTAL - Indirect Costs		$58,217.82

FEE (12.00%) TOTAL - Fee $10,937.57

OTHER DIRECT COSTS			Total	
Travel Costs	1050 @	$0.565	$ 593.25	
Per Diem / Hotel	2 @	$150.00	$ 300.00	
Survey Prevailing Wage Differential			$ 1,964.00	
Overnight Service	3 @	$25.00	$ 75.00	
Title Reports	0 @	$500.00	$ -	
11 x 17 copies	25 @	$0.10	$ 2.50	
				$2,934.75
			TOTAL COST	$105,018.76

Subcontractor Costs	$	$92,916.00
Total Contract	$	197,934.77
Total Cost not to Exceed =		$198,000.00

Attachment: Quincy 15-011 #64 (RES-2022-690 : Approve a 4Th Amendment with Consor N. A, Inc. (Quincy Eng Inc.) for Moss Canyon Bridge)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-691

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: CourthouseTree Lighting Event

RECOMMENDATION AND JUSTIFICATION:
Designate the Christmas Tree Lighting at the Courthouse as County-Sponsored Event; Authorize the Public Works Director to Waive the Encroachment Application Fee of $168.00 for the Closing of Ninth Street on December 17, 2022, at 5:00 PM.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On October 18, 2022, Resolution 2022-605 the Board approved the parade and tree lighting event. The events have now been cancelled due to inclement weather forecast.
The Mariposa Lions Club is requesting that the tree lighting be changed to December 17, 2022.

On ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, this event will not be rescheduled.

ATTACHMENTS:
Tree Lighting Encroachment Ap (PDF)

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

REF ID# 13621

COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

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

DATE: 12/7/22 Building Permit #: _____

APPLICANT: Mariposa Lions Club

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) Ninth Street AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK (PLEASE COMPLETE ALL THAT APPLY):

1. ☐ DRIVEWAY
   ☐ ROAD CROSSING
   (WATER PIPE, CULVERT, ETC. EXPLAIN BELOW)
   ☑ SPECIAL EVENT (EXPLAIN BELOW)
   DATE OF EVENT 12/17/22
   ☑ OTHER (EXPLAIN BELOW)

   Christmas Tree lighting at Mariposa Courthouse

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

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

4. ASSESSOR'S PARCEL NUMBER: _____

5. ADDRESS OF PARCEL: _____

APPLICANT IS REQUESTED TO STAKE THE ENCROACHMENT LOCATION WITH THE **PINK CARD** PROVIDED.
NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED.
WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO.: 5465

DATE ISSUED: 12/7/22

PHONE NUMBER: 209 966-5356

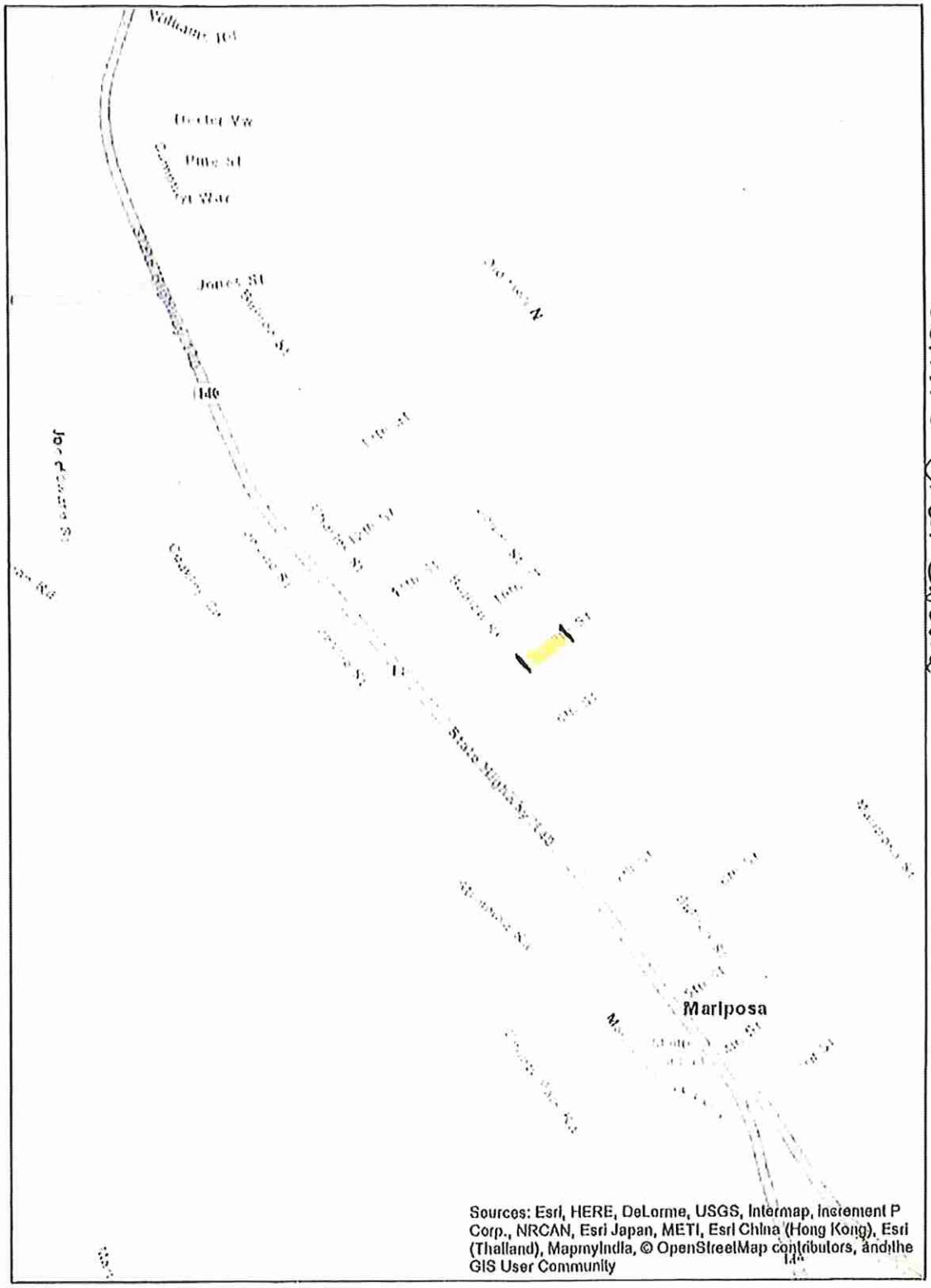
OWNERS NAME: Mariposa Lions Club

PRINTED NAME OF APPLICANT: Jean Dordan

SIGNATURE OF APPLICANT: Jean Dordan

MAILING ADDRESS: PO Box 811
Mariposa, ca 95338

Attachment: Tree Lighting Encroachment Ap (RES-2022-691 : CourthouseTree Lighting Event)



Attachment: Tree Lighting Encroachment Ap (RES-2022-691 : CourthouseTree Lighting Event)

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-693

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Resolution for Authorization to Apply for FY 2022 Emergency Management Performance Grant Program

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RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution of Authorization to Apply for Fiscal Year 2022 Emergency Management Performance Grant Program; and Accept the Allocation of $129,645; Approve Grant Agreement; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Documents Pertaining to the Grant (Subject to Approval as to Legal Form by County Counsel)

The Board's approval of this Resolution will allow authorized personnel to submit an application for grant funds from the U.S. Department of Homeland Security made available through the California Office of Emergency Services (Cal OES).

This annual grant requires a 1:1 match. Department general fund salaries, office rent and overhead and additional eligible expenses account for the County's match. This grant currently provides funding to offset the expense of the County Emergency Services Coordinator who is tasked with preventing, preparing, mitigating, responding to and assisting with the recovery efforts of a disaster within or that affects Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Mariposa County Board of Supervisors has approved this application and grant in past years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not participate and lose the opportunity for these grant funds that support personnel costs associated with the Office of Emergency Services Coordinator.

FINANCIAL IMPACT:
The EMPG program requires a 1:1 match.The County's portion is met through apportionment of general fund staff wages and an apportioned percentage of office rent and other eligible expenses. Revenue and Appropraitions of $129,645 have been included in the FY 2022/23 requested budget in fund 452.

ATTACHMENTS:
FY 22 EMPG Notification of Subrecipient Subaward Approval (PDF)
FY 2022 EMPG Resolution (PDF)

REF ID# 13577

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

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

October 14, 2022

Jeremy Briese
Sheriff
Mariposa County
P.O. Box 276
Mariposa, CA 95338

SUBJECT: **NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL**
Fiscal Year (FY) 2022 Emergency Management Performance Grant Program (EMPG)
Subaward #2022-0005, Cal OES ID#043-00000
Subaward Performance Period: July 1, 2022, to June 30, 2024

Dear Sheriff Briese:

We are pleased to announce the approval of your FY 2022 EMPG subaward in the amount of $129,645.

Once the completed application is received and approved, reimbursement of eligible subaward expenditures may be requested using the California Governor's Office of Emergency Services (Cal OES) Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to Title 2, Code of Federal Regulations (CFR), Sections 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward performance period.

Attachment: FY 22 EMPG Notification of Subrecipient Subaward Approval (RES-2022-693 : Resolution for Authorization to Apply for FY 2022

Subrecipients must obtain additional written approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report to Cal OES via the Federal Emergency Management Agency Grants Reporting Tool (GRT) semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Failure to submit required reports could result in subaward reduction, suspension, or termination. Throughout the subaward cycle, milestones set in the GRT will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals in future grant opportunities.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,

MARK S. GHILARDUCCI
Director

Jeremy Briese
Mariposa County

10/21/2022
Date

Attachment: FY 22 EMPG Notification of Subrecipient Subaward Approval (RES-2022-693 : Resolution for Authorization to Apply for FY 2022

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-654

MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Resolution for Authorization to Apply for FY 2021 Emergency Management Performance Grant Program

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RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution of Authorization to Apply for Fiscal Year 2021 Emergency Management Performance Grant Program; and Accept the Allocation of $128,648.00; Approve Grant Agreement; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and any Documents Pertaining to the Grant (Subject to Approval as to Legal Form by County Counsel).

The Board's approval of this Resolution will allow authorized personnel to submit an application for grant funds from the U.S. Department of Homeland Security made available through the California Office of Emergency Services (Cal OES).

Fiscal Year 2021 EMPG Local Allocation Schedule awards Mariposa County $128,648, which has been included in the FY 2021-22 requested budget.

This annual grant requires a 1:1 match. Department general fund salaries, office rent and overhead and additional eligible expenses account for the County's match. This grant currently provides funding to offset the expense of the County Emergency Services Coordinator who is tasked with preventing, preparing, mitigating, responding to and assisting with the recovery efforts of a disaster within or that affects Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Mariposa County Board of Supervisors has approved this application and grant in past years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not participate and lose the opportunity for these grant funds that support personnel costs associated with the Office of Emergency Services Coordinator.

FINANCIAL IMPACT:
The EMPG program requires a 1:1 match.The County's portion is met through apportionment of general fund staff wages and an apportioned percentage of office rent and other eligible expenses. Revenue and Appropraitions of $128,648 have been included in the FY 2021/22 requested budget in fund 452.

REF ID# 12371

Attachment: FY 22 EMPG Notification of Subrecipient Subaward Approval (RES-2022-693 : Resolution for Authorization to Apply for FY 2022

ATTACHMENTS:
FY 2021 EMPG Resolution (PDF)
FY 2021 EMPG Subaward Approval - Signed (PDF)
Attachment A - FY2021 EMPG Allocations (PDF)

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

Attachment: FY 22 EMPG Notification of Subrecipient Subaward Approval (RES-2022-693 : Resolution for Authorization to Apply for FY 2022

Attachment: FY 22 EMPG Notification of Subrecipient Subaward Approval (RES-2022-693 : Resolution for Authorization to Apply for FY 2022

RESOLUTION NO. 21-654

RESOLUTION AUTHORIZING APPLICATION TO THE CALIFORNIA OFFICE OF EMERGENCY SERVICES FOR FUNDS UNDER THE FISCAL YEAR 2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM

WHEREAS, the California Office of Emergency Services administers the Emergency Management Performance Grant Program; and

WHEREAS, the County of Mariposa is an eligible entity to submit an application to the California Office of Emergency Services for grant funding in the FY21 grant cycle to provide funding for emergency management activities that will enhance local government's capability to prevent, prepare for, mitigate against, respond to, and recover from disasters whether natural or man-made; and

WHEREAS, the funding is provided through the United States Department of Homeland Security, and sub-granted through the California Office of Emergency Services; and

WHEREAS, receiving of and filing the grant application is of utmost importance as deadlines are attached.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Mariposa, State of California, as follows:

1. This Board approves the filing of an application and receipt of funding for the FY 2021 Emergency Management Performance Grant Program.

2. This Board authorizes the following personnel to execute for and on behalf of the County of Mariposa, a public entity established under laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and sub-granted through the State of California in the FY 2021 Emergency Management Performance Grant Program:

(a) County Administrative Officer
(b) Sheriff
(c) Public Works Director
(d) Public Health Officer
(e) County Counsel

3. The County Administrative Officer, or his designee, is hereby designated as the authorized representative for public assistance, and the County Administrative Officer, or his designee, is hereby designated as the authorized representative for individual assistance of the County of Mariposa for purpose of receipt, processing and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, this 7th day of December, 2021 by the following vote:

AYES: SMALLCOMBE, SWEENEY, LONG, FORSYTHE, MENETREY
NOES: NONE
ABSENT: NONE
ABSTAINED: NONE

ATTEST:

Rene' LaRoche

RENÉ LaROCHE
Clerk of the Board

Marshall Long

Marshall Long, Chair
Mariposa County Board of Supervisors

APPROVED AS TO FORM:

Steven W. Dahlem

STEVEN W. DAHLEM
County Counsel

The foregoing instrument is a correct copy of the original on file in this office.
ATTEST December 15, 2021
RENE' LA ROCHE
Clerk of the Board of Supervisors of the County of Mariposa, State of California
by Tracy Dauntlin Deputy

Attachment: FY 22 EMPG Notification of Subrecipient Subaward Approval (RES-2022-693 : Resolution for Authorization to Apply for FY 2022

RESOLUTION NO. 22-

RESOLUTION AUTHORIZING APPLICATION TO THE CALIFORNIA OFFICE OF EMERGENCY SERVICES FOR FUNDS UNDER THE FISCAL YEAR 2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM

WHEREAS, the California Office of Emergency Services administers the Emergency Management Performance Grant Program; and

WHEREAS, the County of Mariposa is an eligible entity to submit an application to the California Office of Emergency Services for grant funding in the FY22 grant cycle to provide funding for emergency management activities that will enhance local government's capability to prevent, prepare for, mitigate against, respond to, and recover from disasters whether natural or man-made; and

WHEREAS, the funding is provided through the United States Department of Homeland Security, and sub-granted through the California Office of Emergency Services; and

WHEREAS, receiving of and filing the grant application is of utmost importance as deadlines are attached.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Mariposa, State of California, as follows:

1. This Board approves the filing of an application and receipt of funding for the FY 2022 Emergency Management Performance Grant Program.

2. This Board authorizes the following personnel to execute for and on behalf of the County of Mariposa, a public entity established under laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and sub-granted through the State of California in the FY 2022 Emergency Management Performance Grant Program:

(a) County Administrative Officer
(b) Sheriff
(c) Public Works Director
(d) Public Health Officer
(e) County Counsel

3. The County Administrative Officer, or his designee, is hereby designated as the authorized representative for public assistance, and the County Administrative Officer, or his designee, is hereby designated as the authorized representative for individual assistance of the County of Mariposa for purpose of receipt, processing and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

Attachment: FY 2022 EMPG Resolution (RES-2022-693 : Resolution for Authorization to Apply for FY 2022 Emergency Management

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, this 13th day of December, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

Rosemarie Smallcomb, Chair
Mariposa County Board of Supervisors

ATTEST:

DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: FY 2022 EMPG Resolution (RES-2022-693 : Resolution for Authorization to Apply for FY 2022 Emergency Management

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-694

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Resolution for Authorization to Apply for FY 2022 Homeland Security Grant Program

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RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution of Authorization to Apply for Fiscal Year 2022 Homeland Security Grant Program; and Accept Grant Funding When and If the Application is Approved; Approve Grant Agreement; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Documents Pertaining to the Grant (Subject to Approval as to Legal Form by County Counsel)

The Board's approval of this Resolution will allow authorized personnel to submit an application for grant funds from the U.S. Department of Homeland Security made available through the California Office of Emergency Services on behalf of Mariposa County. The exact allocation to the County of Mariposa is $91,259 and no local match is required. The Operational Area approval authority, which is defined by grant guidelines and is comprised of the primary agencies involved in emergency preparedness and response, is required to approve the allocation of these grant funds.

The projects funded under this grant have been used to support and enhance the County Health Department's Support and Aid for Everyone (SAFE) Program, Sheriff's Office and Fire Department.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Mariposa County Board of Supervisors has approved this application and grant in past years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not participate and lose the opportunity for these unmatched grant monies that continue to enhance the county's operations.

FINANCIAL IMPACT:
An estimate of Revenue and Appropriations in the Homeland Security Grant Program Fund (445) have been included in the FY 2022-23 Requested Budget.

ATTACHMENTS:
FY 22 HSGP Notification of Subrecipient Subaward Approval (PDF)
FY 2022 HSGP Resolution (PDF)

REF ID# 13578

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

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

October 24, 2022

Jeremy Briese
Sheriff
Mariposa County
PO Box 276
Mariposa, CA 95338

SUBJECT: **NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL**
Fiscal Year (FY) 2022 Homeland Security Grant Program (HSGP)
Subaward #2022-0043, Cal OES ID#043-00000
Subaward Period of Performance: 09/01/2022-05/31/2025

Dear Sheriff Briese:

We are pleased to announce the approval of your FY 2022 HSGP subaward in the amount of $91,259.

Once the completed application is received and approved, reimbursement of eligible subaward expenditures may be requested using the California Governor's Office of Emergency Services (Cal OES) Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to Title 2, Code of Federal Regulations (CFR), Sections 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward period of performance.

Subrecipients must obtain additional written approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.

Attachment: FY 22 HSGP Notification of Subrecipient Subaward Approval (RES-2022-694 : Resolution for Authorization to Apply for FY 2022

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report to Cal OES via the Federal Emergency Management Agency Grants Reporting Tool (GRT) semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Failure to submit required reports could result in subaward reduction, suspension, or termination. Throughout the subaward cycle, milestones set in the GRT will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals in future grant opportunities.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,

MARK S. GHILARDUCCI
Director

Jeremy Briese
Mariposa County

11/8/22
Date

Attachment: FY 22 HSGP Notification of Subrecipient Subaward Approval (RES-2022-694 : Resolution for Authorization to Apply for FY 2022

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-653

MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Resolution for Authorization to Apply for FY 2021 Homeland Security Grant Program

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RECOMMENDATION AND JUSTIFICATION:
Adopt a resolution of authorization to apply for Fiscal Year 2021 Homeland Security Grant Program and accept grant funding if and when the application is approved; Approve Grant Agreement; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and any Documents Pertaining to the Grant (Subject to Approval as to Legal Form by County Counsel).

The Board's approval of this Resolution will allow authorized personnel to submit an application for grant funds from the U.S. Department of Homeland Security made available through the California Office of Emergency Services on behalf of Mariposa County. The exact allocation to the County of Mariposa is $92,770.00 and no local match is required. The Operational Area approval authority, which is defined by grant guidelines and is comprised of the primary agencies involved in emergency preparedness and response, is required to approve the allocation of these grant funds.

The projects funded under this grant have been used to support and enhance the County Health Department's Support and Aid for Everyone (SAFE) Program, Sheriff's Office and Fire Department.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Mariposa County Board of Supervisors has approved this application and grant in past years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not participate and lose the opportunity for these unmatched grant monies that continue to enhance the county's operations.

FINANCIAL IMPACT:
An estimate of Revenue and Appropriations in the Homeland Security Grant Program Fund (445) have been included in the FY 2021-22 Requested Budget.

ATTACHMENTS:
FY 2021 HSGP Resolution (PDF)
FY 2021 HSGP Subaward Approval (PDF)
Attachment A - FY2021 HSGP Allocations (PDF)

REF ID# 12369

Attachment: FY 22 HSGP Notification of Subrecipient Subaward Approval (RES-2022-694 : Resolution for Authorization to Apply for FY 2022

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

Attachment: FY 22 HSGP Notification of Subrecipient Subaward Approval (RES-2022-694 : Resolution for Authorization to Apply for FY 2022

Attachment: FY 22 HSGP Notification of Subrecipient Subaward Approval (RES-2022-694 : Resolution for Authorization to Apply for FY 2022

RESOLUTION NO. 21-653

RESOLUTION AUTHORIZING APPLICATION TO THE CALIFORNIA OFFICE OF EMERGENCY SERVICES FOR FUNDS UNDER THE FISCAL YEAR 2021 HOMELAND SECURITY GRANT PROGRAM

WHEREAS, the California Office of Emergency Services administers the Homeland Security Grant Program; and

WHEREAS, the County of Mariposa is an eligible entity to submit an application to the California Office of Emergency Services for grant funding in the FY21 grant cycle to provide funding for emergency management activities that will enhance local government's capability to prevent, prepare for, mitigate against, respond to, and recover from disasters whether natural or man-made; and

WHEREAS, the funding is provided through the United States Department of Homeland Security, and sub-granted through the California Office of Emergency Services; and

WHEREAS, receiving of and filing the grant application is of utmost importance as deadlines are attached.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Mariposa, State of California, as follows:

1. This Board approves the filing of an application and receipt of funding for the FY 2021 Homeland Security Grant Program.

2. This Board authorizes the following personnel to execute for and on behalf of the County of Mariposa, a public entity established under laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and sub-granted through the State of California in the FY 2021 Homeland Security Grant Program:

(a) County Administrative Officer
(b) Sheriff
(c) Public Works Director
(d) Public Health Officer
(e) County Counsel

3. The County Administrative Officer, or his designee, is hereby designated as the authorized representative for public assistance, and the County Administrative Officer, or his designee, is hereby designated as the authorized representative for individual assistance of the County of Mariposa for purpose of receipt, processing and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, this 7th day of December, 2021 by the following vote:

AYES:	SMALLCOMBE, SWEENEY, LONG, FORSYTHE, MENETREY
NOES:	NONE
ABSENT:	NONE
ABSTAINED:	NONE

Marshall Long, Chair
Mariposa County Board of Supervisors

ATTEST:

RENÉ LaROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: FY 22 HSGP Notification of Subrecipient Subaward Approval (RES-2022-694 : Resolution for Authorization to Apply for FY 2022

Attachment: FY 2022 HSGP Resolution (RES-2022-694 : Resolution for Authorization to Apply for FY 2022 Homeland Security Grant Program)

RESOLUTION NO. 22-

RESOLUTION AUTHORIZING APPLICATION TO THE CALIFORNIA OFFICE OF EMERGENCY SERVICES FOR FUNDS UNDER THE FISCAL YEAR 2022 HOMELAND SECURITY GRANT PROGRAM

WHEREAS, the California Office of Emergency Services administers the Homeland Security Grant Program; and

WHEREAS, the County of Mariposa is an eligible entity to submit an application to the California Office of Emergency Services for grant funding in the FY22 grant cycle to provide funding for emergency management activities that will enhance local government's capability to prevent, prepare for, mitigate against, respond to, and recover from disasters whether natural or man-made; and

WHEREAS, the funding is provided through the United States Department of Homeland Security, and sub-granted through the California Office of Emergency Services; and

WHEREAS, receiving of and filing the grant application is of utmost importance as deadlines are attached.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Mariposa, State of California, as follows:

1. This Board approves the filing of an application and receipt of funding for the FY 2022 Homeland Security Grant Program.

2. This Board authorizes the following personnel to execute for and on behalf of the County of Mariposa, a public entity established under laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and sub-granted through the State of California in the FY 2022 Homeland Security Grant Program:

(a) County Administrative Officer
(b) Sheriff
(c) Public Works Director
(d) Public Health Officer
(e) County Counsel

3. The County Administrative Officer, or his designee, is hereby designated as the authorized representative for public assistance, and the County Administrative Officer, or his designee, is hereby designated as the authorized representative for individual assistance of the County of Mariposa for purpose of receipt, processing and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, this 13th day of December, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

Rosemarie Smallcomb, Chair
Mariposa County Board of Supervisors

ATTEST:

DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: FY 2022 HSGP Resolution (RES-2022-694 : Resolution for Authorization to Apply for FY 2022 Homeland Security Grant Program)

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED 2022-700

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: MPUD Candidate Appointments

RECOMMENDATION AND JUSTIFICATION:
Approve the Appointment of Michael Cleary, Frank Mock, and Gordon Dulcich as Members to the Mariposa Public Utility District Board of Directors, Pursuant to Elections Code Section 10515 (A).

Pursuant to Elections Code section 10515 (a), When the number of candidates who have filed a declaration of candidacy does not exceed the number of offices to be filled or if no person has filed a candidacy for office, the Supervising Authority shall appoint such persons.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Mariposa County Board of Supervisors appoints members who have filed declarations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Vacancies will occur if appointments are not made.

ATTACHMENTS:
Elections Code (PDF)

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

Elections Code

10515. (a) If, by 5 p.m. on the 83rd day prior to the day fixed for the general district election: (1) only one person has filed a declaration of candidacy for any elective office to be filled at that election, (2) no one has filed a declaration of candidacy for such an office, (3) in the case of directors to be elected from the district at large, the number of persons who have filed a declaration of candidacy for director at large does not exceed the number of offices of director at large to be filled at that election, or (4) in the case of directors who must reside in a division but be elected at large, the number of candidates for director at large from a division does not exceed the number required to be elected director at large while residing in that division; and if a petition signed by 10 percent of the voters or 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to the officer conducting the election, he or she shall submit a certificate of these facts to the supervising authority and request that the supervising authority, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint to the office or offices the person or persons, if any, who have filed declarations of candidacy. The supervising authority shall make these appointments.

(b) If no person has filed a declaration of candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held. The person appointed shall qualify and take office and serve exactly as if elected at a general district election for the office.

(c) Where a director must be appointed to represent a division, all or most of which is not within the county governed by the supervising authority, then the board of supervisors of the county within which all or most of that division is located shall be the body to which request for appointment is made and which shall make the appointment.

Attachment: Elections Code (RES-2022-700 : MPUD Candidate Appointments)

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED 2022-701

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Yosemite Alpine CSD Candidate Appointments

RECOMMENDATION AND JUSTIFICATION:
Approve the Appointment of Timothy McGinty and Charles Barry Green to the Yosemite Alpine Community Service District Board of Directors, Pursuant to Elections Code Section 10515 (A)

Pursuant to Elections Code section 10515 (a), when the number of candidates who have filed a declaration of candidacy does not exceed the number of offices to be filled, the Supervising Authority shall appoint such persons.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors appoints those persons who have filed declarations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Vacancies will occur if no one is appointed.

ATTACHMENTS:
Elections Code (PDF)

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

REF ID# 13601

Elections Code

10515. (a) If, by 5 p.m. on the 83rd day prior to the day fixed for the general district election: (1) only one person has filed a declaration of candidacy for any elective office to be filled at that election, (2) no one has filed a declaration of candidacy for such an office, (3) in the case of directors to be elected from the district at large, the number of persons who have filed a declaration of candidacy for director at large does not exceed the number of offices of director at large to be filled at that election, or (4) in the case of directors who must reside in a division but be elected at large, the number of candidates for director at large from a division does not exceed the number required to be elected director at large while residing in that division; and if a petition signed by 10 percent of the voters or 50 voters, whichever is the smaller number, in the district or division if elected by division, requesting that the general district election be held has not been presented to the officer conducting the election, he or she shall submit a certificate of these facts to the supervising authority and request that the supervising authority, at a regular or special meeting held prior to the Monday before the first Friday in December in which the election is held, appoint to the office or offices the person or persons, if any, who have filed declarations of candidacy. The supervising authority shall make these appointments.

(b) If no person has filed a declaration of candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held. The person appointed shall qualify and take office and serve exactly as if elected at a general district election for the office.

(c) Where a director must be appointed to represent a division, all or most of which is not within the county governed by the supervising authority, then the board of supervisors of the county within which all or most of that division is located shall be the body to which request for appointment is made and which shall make the appointment.

Attachment: Elections Code (RES-2022-701 : Yosemite Alpine CSD Candidate Appointments)

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED 2022-702

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the Winner

---

RECOMMENDATION AND JUSTIFICATION:
Accept the Certified Results of the General Election Held on Tuesday, November 8, 2022; Adopt a Resolution Declaring Elected Those Persons Under The Board of Supervisor's Jurisdiction.

Elections Code Section 15400 provides that the governing body (Board of Supervisors) shall declare elected those persons under its jurisdiction.

Excepting out the Lake Don Pedro Community Services District.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The elections official shall prepare a certified statement of the results of the General Election held on November 8, 2022 and submit it to the governing body for acceptance. The Treasurer/Tax Collector/County Clerk, in his capacity as ex-officio Registrar of Voters, certified statement to the on December 2, 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action would result in vacant elected positions.

FINANCIAL IMPACT:
None

ATTACHMENTS:
Complete scanned SOV (PDF)
Board Formal Resolution(DOCX)

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

REF ID# 13604

STATEMENT OF VOTES CAST

COUNTY OF MARIPOSA



GENERAL ELECTION

NOVEMBER 8, 2022

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

HELP AMERICA VOTE ACT OF 2002
CERTIFICATION OF ELECTIONS OFFICIAL

STATE OF CALIFORNIA
COUNTY OF Mariposa } ss.

Pursuant to the statewide voter registration list requirements set forth in the Help America Vote Act of 2002 (HAVA) 52 U.S.C. § 21083),

I, Keith M. Williams, County Clerk/Registrar of Voters for the County of Mariposa, State of California, hereby certify that I complied with all provisions of Chapter 2 of Division 7 of Title 2 of the California Code of Regulations for the Federal election held on the 8th day November 2022, in the County of Mariposa, State of California and all elections consolidate therewith.

I hereby set my hand and official seal this 2nd day of Dec, 2022, at the County of Mariposa

Keith M Williams
County Clerk/Registrar of Voters
County of Mariposa
State of California

HAVA Certification of Elections Official
(11/2022)

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

CERTIFICATION OF COUNTY CLERK/REGISTRAR OF VOTERS OF THE RESULTS OF THE CANVASS OF THE NOVEMBER 8, 2022, GENERAL ELECTION

STATE OF CALIFORNIA
COUNTY OF Mariposa } ss.

I, Keith M. Williams, County Clerk/Registrar of Voters of County of Mariposa, do hereby certify that, in pursuance of the provisions of Elections Code section 15300, et seq., I did canvass the results of the votes cast in the General Election held in said County on November 8, 2022, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 2nd day of Dec, 2022, at the County of Mariposa



Keith M. Williams
County Clerk/Registrar of Voters
County of Mariposa
State of California

Canvass Certification of Elections Official
(11/2022)

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(Note: LDP Results are not Finalized)

Mariposa
Mariposa 2022 General Election
November 8, 2022
Final Report

	Registered Voters	Turnout
Total Registration and Turnout	11,580	7,928

Governor

(27 of 27 precincts reported)		
REP - BRIAN DAHLE	4,896	62.45%
DEM - GAVIN NEWSOM	2,944	37.55%
Total	**7,840**	

Lieutenant Governor

(27 of 27 precincts reported)		
REP - ANGELA E. UNDERWOOD JACOBS	4,741	61.06%
DEM - ELENI KOUNALAKIS	3,023	38.94%
Total	**7,764**	

Secretary of State

(27 of 27 precincts reported)		
REP - ROB BERNOSKY	4,749	61.06%
DEM - SHIRLEY N. WEBER	3,028	38.94%
Total	**7,777**	

Controller

(27 of 27 precincts reported)		
DEM - MALIA M. COHEN	2,829	36.51%
REP - LANHEE J. CHEN	4,920	63.49%
Total	**7,749**	

Treasurer

(27 of 27 precincts reported)		
DEM - FIONA MA	2,999	38.71%
REP - JACK M. GUERRERO	4,748	61.29%
Total	**7,747**	

Attorney General

(27 of 27 precincts reported)		
DEM - ROB BONTA	3,020	38.89%
REP - NATHAN HOCHMAN	4,745	61.11%
Total	**7,765**	

Insurance Commissioner

(27 of 27 precincts reported)		
REP - ROBERT HOWELL	4,666	60.58%
DEM - RICARDO LARA	3,036	39.42%
Total	**7,702**	

Board of Equalization Area 1

(27 of 27 precincts reported)		
DEM - JOSE S. ALTAMIRANO	2,804	36.49%
REP - TED GAINES	4,881	63.51%
Total	**7,685**	

United States Senator (Full Term)

(27 of 27 precincts reported)		
DEM - ALEX PADILLA	3,050	39.34%
REP - MARK P. MEUSER	4,703	60.66%
Total	**7,753**	

United State Senator (Partial/Unexpired Term)

(27 of 27 precincts reported)		
DEM - ALEX PADILLA	3,048	39.32%
REP - MARK P. MEUSER	4,704	60.68%
Total	**7,752**	

US Rep District 5

(27 of 27 precincts reported)		
DEM - MICHAEL J. "MIKE" BARKLEY	3,065	39.39%
REP - TOM MCCLINTOCK	4,717	60.61%
Total	**7,782**	

State Senator District 4

(27 of 27 precincts reported)		
DEM - TIM ROBERTSON	3,032	51.50%
DEM - MARIE ALVARADO-GIL	2,855	48.50%
Total	**5,887**	

St Assembly Member District 8

(27 of 27 precincts reported)		
REP - JIM PATTERSON	4,993	71.30%
LIB - THOMAS EDWARD NICHOLS	2,010	28.70%
Total	**7,003**	

Chief Justice Of California (Patricia Guerrero)

(27 of 27 precincts reported)		
Yes	3,430	53.61%
No	2,968	46.39%
Total	**6,398**	

Supreme Court Assoc Justice (Goodwin Liu)

(27 of 27 precincts reported)		
Yes	3,417	53.90%
No	2,922	46.10%
Total	**6,339**	

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Supreme Court Assoc Justice (Martin J. Jenkins)

(27 of 27 precincts reported)

Yes	3,432	54.67%
No	2,846	45.33%
Total	**6,278**	

Supreme Court Assoc Justice (Joshua P. Groban)

(27 of 27 precincts reported)

Yes	3,342	53.58%
No	2,895	46.42%
Total	**6,237**	

Court Of Appeal Admin Pres Justice District 5 (Brad R. Hill)

(27 of 27 precincts reported)

Yes	4,240	68.66%
No	1,935	31.34%
Total	**6,175**	

Court of Appeal Assoc Justice District 5 (Jennifer Detjen)

(27 of 27 precincts reported)

Yes	4,228	68.38%
No	1,955	31.62%
Total	**6,183**	

Court of Appeal Assoc Justice District 5 (Bert Levy)

(27 of 27 precincts reported)

Yes	4,203	68.19%
No	1,961	31.81%
Total	**6,164**	

State Superintendant of Public Instruction

(27 of 27 precincts reported)

LANCE RAY CHRISTENSEN	2,966	47.06%
TONY K. THURMOND	3,336	52.94%
Total	**6,302**	

BLJSD Board Trustee Area 1

(1 of 1 precincts reported)

BILL ATWOOD	37	52.11%
DENISE CUDD	34	47.89%
Total	**71**	

YUSD Board Trustee Area 5

(1 of 1 precincts reported)

CHARLES "BROOK" ALLEN	36	58.06%
CARRIE E. JENKINS	26	41.94%
Total	**62**	

MCUSD Trustee District 1

(26 of 26 precincts reported)

GAIL PIOSKE	1,690	24.39%
KIM MONSON	2,583	37.28%
ROBERT HILL	2,655	38.32%
Total	**6,928**	

MCUSD Trustee District 3

(26 of 26 precincts reported)

KELLY A. SALONEN	2,236	32.83%
ROBERT MORSE	4,575	67.17%
Total	**6,811**	

Supervisor District 2-1, Partial Term

(6 of 6 precincts reported)

SHANNON POE	527	43.06%
LARRY HEIN	292	23.86%
AL GOLUB	405	33.09%
Total	**1,224**	

JCFHD Director Voter for 2 Partial Term

Vote For 2

(27 of 27 precincts reported)

LINDA W. PRIBYL	1,784	18.22%
SUZETTE M PRUE	3,631	37.09%
ROSE FLUHARTY	2,891	29.53%
TERESA JOHNSON	1,484	15.16%
Total	**9,790**	

JCFHD Director vote for 2

Vote For 2

(27 of 27 precincts reported)

WENDY RYDER-PRIOLA	3,298	36.27%
CANDY O'DONEL BROWNE	2,708	29.78%
NICHOLAS R. LAMBERT	3,088	33.96%
Total	**9,094**	

LDPCSD Director vote for 2

Vote For 2

(2 of 2 precincts reported)

MARY C. SMITH	201	34.96%
RUSS WARREN	229	39.83%
DENNIS KLUDING	145	25.22%
Total	**575**	

Proposition 1

(27 of 27 precincts reported)

Yes	3,936	50.99%
No	3,783	49.01%
Total	**7,719**	

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Proposition 26		
(27 of 27 precincts reported)		
Yes	1,687	21.95%
No	5,998	78.05%
Total	**7,685**	

Proposition 27		
(27 of 27 precincts reported)		
Yes	863	11.15%
No	6,877	88.85%
Total	**7,740**	

Proposition 28		
(27 of 27 precincts reported)		
Yes	4,194	54.21%
No	3,542	45.79%
Total	**7,736**	

Proposition 29		
(27 of 27 precincts reported)		
Yes	1,680	21.96%
No	5,971	78.04%
Total	**7,651**	

Proposition 30		
(27 of 27 precincts reported)		
Yes	2,791	36.03%
No	4,955	63.97%
Total	**7,746**	

Proposition 31		
(27 of 27 precincts reported)		
Yes	3,901	50.52%
No	3,821	49.48%
Total	**7,722**	

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1 Governor 2 Lieutenant Governor 3 Secretary of State

					1	1		2	2		3	3
		Registered Voters	Voters Cast	Turnout (%)	REP - BRIAN DAHLE	DEM - GAVIN NEWSOM		REP - ANGELA E. UNDERWOOD JACOBS	DEM - ELENI KOUNALAKIS		REP - ROB BERNOSKY	DEM - SHIRLEY N. WEBER
1001	Election Day	286	0	0.00 %								
1001	Vote by Mail	286	195	68.18 %	23	171		22	171		21	173
1001	Provisional	286	6	2.10 %		6			6			6
1001	Total	286	201	70.28 %	23	177		22	177		21	179
1002	Election Day	213	0	0.00 %								
1002	Vote by Mail	213	154	72.30 %	76	76		77	76		78	75
1002	Provisional	213	2	0.94 %		2			2			2
1002	Total	213	156	73.24 %	76	78		77	78		78	77
1003	Election Day	490	0	0.00 %								
1003	Vote by Mail	490	324	66.12 %	152	167		146	170		149	169
1003	Provisional	490	2	0.41 %	1	1		1	1		1	1
1003	Total	490	326	66.53 %	153	168		147	171		150	170
1004	Election Day	56	0	0.00 %								
1004	Vote by Mail	56	43	76.79 %	19	24		18	25		18	25
1004	Provisional	56	0	0.00 %								
1004	Total	56	43	76.79 %	19	24		18	25		18	25
1005	Election Day	316	0	0.00 %								
1005	Vote by Mail	316	194	61.39 %	41	150		40	147		37	149
1005	Provisional	316	1	0.32 %		1			1			1
1005	Total	316	195	61.71 %	41	151		40	148		37	150
1006	Election Day	394	0	0.00 %								
1006	Vote by Mail	394	276	70.05 %	174	102		166	107		166	107
1006	Provisional	394	0	0.00 %								
1006	Total	394	276	70.05 %	174	102		166	107		166	107
1008	Election Day	597	0	0.00 %								
1008	Vote by Mail	597	391	65.49 %	261	128		253	125		254	124
1008	Provisional	597	2	0.34 %	1	1		1	1		1	1
1008	Total	597	393	65.83 %	262	129		254	126		255	125
1009	Election Day	123	0	0.00 %								
1009	Vote by Mail	123	95	77.24 %	46	48		40	52		42	51
1009	Provisional	123	3	2.44 %	3			2	1		2	1
1009	Total	123	98	79.67 %	49	48		42	53		44	52
2001	Election Day	0	0									
2001	Vote by Mail	0	0									
2001	Provisional	0	0									
2001	Total	0	0									
2002	Election Day	528	0	0.00 %								
2002	Vote by Mail	528	306	57.95 %	239	67		230	73		232	72
2002	Provisional	528	0	0.00 %								
2002	Total	528	306	57.95 %	239	67		230	73		232	72
2003	Election Day	515	0	0.00 %								
2003	Vote by Mail	515	314	60.97 %	227	84		215	95		218	90
2003	Provisional	515	0	0.00 %								
2003	Total	515	314	60.97 %	227	84		215	95		218	90
2004	Election Day	277	1	0.36 %	1			1				1
2004	Vote by Mail	277	185	66.79 %	110	70		110	72		109	72
2004	Provisional	277	0	0.00 %								

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					1	1		2	2		3	3
		Registered Voters	Voters Cast	Turnout (%)	REP - BRIAN DAHLE	DEM - GAVIN NEWSOM		REP - ANGELA E. UNDERWOOD JACOBS	DEM - ELENI KOUNALAKIS		REP - ROB BERNOSKY	DEM - SHIRLEY N. WEBER
2004	Total	277	186	67.15 %	111	70		111	72		109	73
2005	Election Day	660	0	0.00 %								
2005	Vote by Mail	660	452	68.48 %	303	147		289	155		289	152
2005	Provisional	660	4	0.61 %	4			4			4	
2005	Total	660	456	69.09 %	307	147		293	155		293	152
2006	Election Day	319	0	0.00 %								
2006	Vote by Mail	319	204	63.95 %	141	60		137	62		138	63
2006	Provisional	319	1	0.31 %		1			1			1
2006	Total	319	205	64.26 %	141	61		137	63		138	64
3001	Election Day	565	1	0.18 %	1			1			1	
3001	Vote by Mail	565	418	73.98 %	302	112		296	115		290	119
3001	Provisional	565	1	0.18 %	1			1			1	
3001	Total	565	420	74.34 %	304	112		298	115		292	119
3002	Election Day	295	0	0.00 %								
3002	Vote by Mail	295	207	70.17 %	157	48		156	48		155	49
3002	Provisional	295	0	0.00 %								
3002	Total	295	207	70.17 %	157	48		156	48		155	49
3003	Election Day	324	0	0.00 %								
3003	Vote by Mail	324	211	65.12 %	124	81		126	79		124	83
3003	Provisional	324	1	0.31 %	1			1			1	
3003	Total	324	212	65.43 %	125	81		127	79		125	83
3004	Election Day	637	1	0.16 %	1			1			1	
3004	Vote by Mail	637	448	70.33 %	274	167		265	172		258	181
3004	Provisional	637	2	0.31 %	1			1			1	
3004	Total	637	451	70.80 %	276	167		267	172		260	181
3005	Election Day	251	0	0.00 %								
3005	Vote by Mail	251	197	78.49 %	139	58		135	60		135	60
3005	Provisional	251	1	0.40 %	1			1			1	
3005	Total	251	198	78.88 %	140	58		136	60		136	60
3006	Election Day	178	0	0.00 %								
3006	Vote by Mail	178	118	66.29 %	90	26		84	32		87	30
3006	Provisional	178	0	0.00 %								
3006	Total	178	118	66.29 %	90	26		84	32		87	30
4001	Election Day	763	0	0.00 %								
4001	Vote by Mail	763	526	68.94 %	278	241		273	244		279	237
4001	Provisional	763	2	0.26 %	2			2			2	
4001	Total	763	528	69.20 %	280	241		275	244		281	237
4002	Election Day	716	0	0.00 %								
4002	Vote by Mail	716	508	70.95 %	288	212		276	218		278	221
4002	Provisional	716	2	0.28 %		2			2			2
4002	Total	716	510	71.23 %	288	214		276	220		278	223
4003	Election Day	695	0	0.00 %								
4003	Vote by Mail	695	472	67.91 %	305	162		297	166		296	170
4003	Provisional	695	4	0.58 %	2	2		2	2		2	2
4003	Total	695	476	68.49 %	307	164		299	168		298	172
5001	Election Day	687	0	0.00 %								
5001	Vote by Mail	687	463	67.39 %	328	131		322	135		325	133

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					1	1		2	2		3	3
		Registered Voters	Voters Cast	Turnout (%)	REP - BRIAN DAHLE	DEM - GAVIN NEWSOM		REP - ANGELA E. UNDERWOOD JACOBS	DEM - ELENI KOUNALAKIS		REP - ROB BERNOSKY	DEM - SHIRLEY N. WEBER
5001	Provisional	687	2	0.29 %	1	1		1	1		1	1
5001	Total	687	465	67.69 %	329	132		323	136		326	134
5002	Election Day	607	0	0.00 %								
5002	Vote by Mail	607	423	69.69 %	281	136		276	136		273	136
5002	Provisional	607	1	0.16 %		1			1			1
5002	Total	607	424	69.85 %	281	137		276	137		273	137
5004	Election Day	615	0	0.00 %								
5004	Vote by Mail	615	435	70.73 %	284	145		268	152		270	151
5004	Provisional	615	0	0.00 %								
5004	Total	615	435	70.73 %	284	145		268	152		270	151
5005	Election Day	473	0	0.00 %								
5005	Vote by Mail	473	329	69.56 %	213	113		204	117		209	116
5005	Provisional	473	0	0.00 %								
5005	Total	473	329	69.56 %	213	113		204	117		209	116
Electionwide	Election Day	11580	3	0.03 %	3			3			2	1
Electionwide	Vote by Mail	11580	7888	68.12 %	4875	2926		4721	3004		4730	3008
Electionwide	Provisional	11580	37	0.32 %	18	18		17	19		17	19
Electionwide	Total	11580	7928	68.46 %	4896	2944		4741	3023		4749	3028
Total - Election Day		11580	3	0.03 %	3			3			2	1
Total - Vote by Mail		11580	7888	68.12 %	4875	2926		4721	3004		4730	3008
Total - Provisional		11580	37	0.32 %	18	18		17	19		17	19
Contest Total		11580	7928	68.46 %	4896	2944		4741	3023		4749	3028

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1 Controller 2 Treasurer 3 Attorney General

					1	1		2	2		3	3
		Registered Voters	Voters Cast	Turnout (%)	DEM - MALIA M. COHEN	REP - LANHEE J. CHEN		DEM - FIONA MA	REP - JACK M. GUERRERO		DEM - ROB BONTA	REP - NATHAN HOCHMAN
1001	Election Day	286	0	0.00 %								
1001	Vote by Mail	286	195	68.18 %	170	24		171	21		169	24
1001	Provisional	286	6	2.10 %	6			6			6	
1001	Total	286	201	70.28 %	176	24		177	21		175	24
1002	Election Day	213	0	0.00 %								
1002	Vote by Mail	213	154	72.30 %	71	78		77	75		75	78
1002	Provisional	213	2	0.94 %	2			2			2	
1002	Total	213	156	73.24 %	73	78		79	75		77	78
1003	Election Day	490	0	0.00 %								
1003	Vote by Mail	490	324	66.12 %	161	156		167	149		170	146
1003	Provisional	490	2	0.41 %	1	1		1	1		1	1
1003	Total	490	326	66.53 %	162	157		168	150		171	147
1004	Election Day	56	0	0.00 %								
1004	Vote by Mail	56	43	76.79 %	20	23		23	19		25	18
1004	Provisional	56	0	0.00 %								
1004	Total	56	43	76.79 %	20	23		23	19		25	18
1005	Election Day	316	0	0.00 %								
1005	Vote by Mail	316	194	61.39 %	141	44		146	40		149	39
1005	Provisional	316	1	0.32 %	1			1			1	
1005	Total	316	195	61.71 %	142	44		147	40		150	39
1006	Election Day	394	0	0.00 %								
1006	Vote by Mail	394	276	70.05 %	95	176		105	167		103	170
1006	Provisional	394	0	0.00 %								
1006	Total	394	276	70.05 %	95	176		105	167		103	170
1008	Election Day	597	0	0.00 %								
1008	Vote by Mail	597	391	65.49 %	118	263		123	255		125	252
1008	Provisional	597	2	0.34 %	1	1		1	1		1	1
1008	Total	597	393	65.83 %	119	264		124	256		126	253
1009	Election Day	123	0	0.00 %								
1009	Vote by Mail	123	95	77.24 %	46	44		52	42		55	39
1009	Provisional	123	3	2.44 %		3		1	2		1	2
1009	Total	123	98	79.67 %	46	47		53	44		56	41
2001	Election Day	0	0									
2001	Vote by Mail	0	0									
2001	Provisional	0	0									
2001	Total	0	0									
2002	Election Day	528	0	0.00 %								
2002	Vote by Mail	528	306	57.95 %	64	240		70	234		69	235
2002	Provisional	528	0	0.00 %								
2002	Total	528	306	57.95 %	64	240		70	234		69	235
2003	Election Day	515	0	0.00 %								
2003	Vote by Mail	515	314	60.97 %	85	223		90	219		101	210
2003	Provisional	515	0	0.00 %								
2003	Total	515	314	60.97 %	85	223		90	219		101	210
2004	Election Day	277	1	0.36 %		1		1			1	
2004	Vote by Mail	277	185	66.79 %	72	109		70	111		74	108
2004	Provisional	277	0	0.00 %								
2004	Total	277	186	67.15 %	72	110		71	111		75	108
2005	Election Day	660	0	0.00 %								

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1 Controller 2 Treasurer 3 Attorney General

		Registered Voters	Voters Cast	Turnout (%)	1 DEM - MALIA M. COHEN	1 REP - LANHEE J. CHEN	2 DEM - FIONA MA	2 REP - JACK M. GUERRERO	3 DEM - ROB BONTA	3 REP - NATHAN HOCHMAN
2005	Vote by Mail	660	452	68.48 %	144	297	149	291	151	290
2005	Provisional	660	4	0.61 %		4		4		4
2005	Total	660	456	69.09 %	144	301	149	295	151	294
2006	Election Day	319	0	0.00 %						
2006	Vote by Mail	319	204	63.95 %	60	140	65	135	62	138
2006	Provisional	319	1	0.31 %	1		1		1	
2006	Total	319	205	64.26 %	61	140	66	135	63	138
3001	Election Day	565	1	0.18 %		1		1		1
3001	Vote by Mail	565	418	73.98 %	111	299	114	297	116	296
3001	Provisional	565	1	0.18 %		1		1		1
3001	Total	565	420	74.34 %	111	301	114	299	116	298
3002	Election Day	295	0	0.00 %						
3002	Vote by Mail	295	207	70.17 %	45	159	48	155	51	152
3002	Provisional	295	0	0.00 %						
3002	Total	295	207	70.17 %	45	159	48	155	51	152
3003	Election Day	324	0	0.00 %						
3003	Vote by Mail	324	211	65.12 %	78	127	83	118	81	125
3003	Provisional	324	1	0.31 %		1		1		1
3003	Total	324	212	65.43 %	78	128	83	119	81	126
3004	Election Day	637	1	0.16 %		1		1		1
3004	Vote by Mail	637	448	70.33 %	160	276	171	262	175	260
3004	Provisional	637	2	0.31 %		1		1		1
3004	Total	637	451	70.80 %	160	278	171	264	175	262
3005	Election Day	251	0	0.00 %						
3005	Vote by Mail	251	197	78.49 %	58	137	60	134	59	135
3005	Provisional	251	1	0.40 %		1		1		1
3005	Total	251	198	78.88 %	58	138	60	135	59	136
3006	Election Day	178	0	0.00 %						
3006	Vote by Mail	178	118	66.29 %	27	88	36	80	33	83
3006	Provisional	178	0	0.00 %						
3006	Total	178	118	66.29 %	27	88	36	80	33	83
4001	Election Day	763	0	0.00 %						
4001	Vote by Mail	763	526	68.94 %	219	298	242	273	240	276
4001	Provisional	763	2	0.26 %		2		2		2
4001	Total	763	528	69.20 %	219	300	242	275	240	278
4002	Election Day	716	0	0.00 %						
4002	Vote by Mail	716	508	70.95 %	207	290	222	275	223	276
4002	Provisional	716	2	0.28 %	2		2		2	
4002	Total	716	510	71.23 %	209	290	224	275	225	276
4003	Election Day	695	0	0.00 %						
4003	Vote by Mail	695	472	67.91 %	158	302	167	295	166	297
4003	Provisional	695	4	0.58 %	2	2	2	2	2	2
4003	Total	695	476	68.49 %	160	304	169	297	168	299
5001	Election Day	687	0	0.00 %						
5001	Vote by Mail	687	463	67.39 %	115	342	130	327	126	329
5001	Provisional	687	2	0.29 %	1	1	1	1	1	1
5001	Total	687	465	67.69 %	116	343	131	328	127	330
5002	Election Day	607	0	0.00 %						
5002	Vote by Mail	607	423	69.69 %	136	274	142	268	138	270

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

1 Controller 2 Treasurer 3 Attorney General

					1	1		2	2		3	3
		Registered Voters	Voters Cast	Turnout (%)	DEM - MALIA M. COHEN	REP - LANHEE J. CHEN		DEM - FIONA MA	REP - JACK M. GUERRERO		DEM - ROB BONTA	REP - NATHAN HOCHMAN
5002	Provisional	607	1	0.16 %	1			1			1	
5002	Total	607	424	69.85 %	137	274		143	268		139	270
5004	Election Day	615	0	0.00 %								
5004	Vote by Mail	615	435	70.73 %	139	278		143	277		147	273
5004	Provisional	615	0	0.00 %								
5004	Total	615	435	70.73 %	139	278		143	277		147	273
5005	Election Day	473	0	0.00 %								
5005	Vote by Mail	473	329	69.56 %	111	212		113	210		117	207
5005	Provisional	473	0	0.00 %								
5005	Total	473	329	69.56 %	111	212		113	210		117	207
Electionwide	Election Day	11580	3	0.03 %		3		1	2		1	2
Electionwide	Vote by Mail	11580	7888	68.12 %	2811	4899		2979	4729		3000	4726
Electionwide	Provisional	11580	37	0.32 %	18	18		19	17		19	17
Electionwide	Total	11580	7928	68.46 %	2829	4920		2999	4748		3020	4745
Total - Election Day		11580	3	0.03 %		3		1	2		1	2
Total - Vote by Mail		11580	7888	68.12 %	2811	4899		2979	4729		3000	4726
Total - Provisional		11580	37	0.32 %	18	18		19	17		19	17
Contest Total		11580	7928	68.46 %	2829	4920		2999	4748		3020	4745

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

1 Insurance Commissioner

					1	1
		Registered Voters	Voters Cast	Turnout (%)	REP - ROBERT HOWELL	DEM - RICARDO LARA
1001	Election Day	286	0	0.00 %		
1001	Vote by Mail	286	195	68.18 %	22	168
1001	Provisional	286	6	2.10 %		6
1001	Total	286	201	70.28 %	22	174
1002	Election Day	213	0	0.00 %		
1002	Vote by Mail	213	154	72.30 %	78	75
1002	Provisional	213	2	0.94 %		2
1002	Total	213	156	73.24 %	78	77
1003	Election Day	490	0	0.00 %		
1003	Vote by Mail	490	324	66.12 %	144	169
1003	Provisional	490	2	0.41 %	1	1
1003	Total	490	326	66.53 %	145	170
1004	Election Day	56	0	0.00 %		
1004	Vote by Mail	56	43	76.79 %	19	24
1004	Provisional	56	0	0.00 %		
1004	Total	56	43	76.79 %	19	24
1005	Election Day	316	0	0.00 %		
1005	Vote by Mail	316	194	61.39 %	36	150
1005	Provisional	316	1	0.32 %		1
1005	Total	316	195	61.71 %	36	151
1006	Election Day	394	0	0.00 %		
1006	Vote by Mail	394	276	70.05 %	166	102
1006	Provisional	394	0	0.00 %		
1006	Total	394	276	70.05 %	166	102
1008	Election Day	597	0	0.00 %		
1008	Vote by Mail	597	391	65.49 %	251	125
1008	Provisional	597	2	0.34 %	1	1
1008	Total	597	393	65.83 %	252	126
1009	Election Day	123	0	0.00 %		
1009	Vote by Mail	123	95	77.24 %	39	53
1009	Provisional	123	3	2.44 %	2	1
1009	Total	123	98	79.67 %	41	54
2001	Election Day	0	0			
2001	Vote by Mail	0	0			
2001	Provisional	0	0			
2001	Total	0	0			
2002	Election Day	528	0	0.00 %		
2002	Vote by Mail	528	306	57.95 %	237	65
2002	Provisional	528	0	0.00 %		
2002	Total	528	306	57.95 %	237	65
2003	Election Day	515	0	0.00 %		
2003	Vote by Mail	515	314	60.97 %	208	100
2003	Provisional	515	0	0.00 %		
2003	Total	515	314	60.97 %	208	100
2004	Election Day	277	1	0.36 %		1
2004	Vote by Mail	277	185	66.79 %	113	67
2004	Provisional	277	0	0.00 %		
2004	Total	277	186	67.15 %	113	68
2005	Election Day	660	0	0.00 %		

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

1 Insurance Commissioner

		Registered Voters	Voters Cast	Turnout (%)	1 REP - ROBERT HOWELL	1 DEM - RICARDO LARA
2005	Vote by Mail	660	452	68.48 %	292	147
2005	Provisional	660	4	0.61 %	3	1
2005	Total	660	456	69.09 %	295	148
2006	Election Day	319	0	0.00 %		
2006	Vote by Mail	319	204	63.95 %	134	65
2006	Provisional	319	1	0.31 %		1
2006	Total	319	205	64.26 %	134	66
3001	Election Day	565	1	0.18 %	1	
3001	Vote by Mail	565	418	73.98 %	286	119
3001	Provisional	565	1	0.18 %	1	
3001	Total	565	420	74.34 %	288	119
3002	Election Day	295	0	0.00 %		
3002	Vote by Mail	295	207	70.17 %	153	49
3002	Provisional	295	0	0.00 %		
3002	Total	295	207	70.17 %	153	49
3003	Election Day	324	0	0.00 %		
3003	Vote by Mail	324	211	65.12 %	123	82
3003	Provisional	324	1	0.31 %	1	
3003	Total	324	212	65.43 %	124	82
3004	Election Day	637	1	0.16 %	1	
3004	Vote by Mail	637	448	70.33 %	253	181
3004	Provisional	637	2	0.31 %	1	
3004	Total	637	451	70.80 %	255	181
3005	Election Day	251	0	0.00 %		
3005	Vote by Mail	251	197	78.49 %	133	60
3005	Provisional	251	1	0.40 %	1	
3005	Total	251	198	78.88 %	134	60
3006	Election Day	178	0	0.00 %		
3006	Vote by Mail	178	118	66.29 %	83	32
3006	Provisional	178	0	0.00 %		
3006	Total	178	118	66.29 %	83	32
4001	Election Day	763	0	0.00 %		
4001	Vote by Mail	763	526	68.94 %	270	236
4001	Provisional	763	2	0.26 %	2	
4001	Total	763	528	69.20 %	272	236
4002	Election Day	716	0	0.00 %		
4002	Vote by Mail	716	508	70.95 %	272	223
4002	Provisional	716	2	0.28 %		2
4002	Total	716	510	71.23 %	272	225
4003	Election Day	695	0	0.00 %		
4003	Vote by Mail	695	472	67.91 %	283	180
4003	Provisional	695	4	0.58 %	2	2
4003	Total	695	476	68.49 %	285	182
5001	Election Day	687	0	0.00 %		
5001	Vote by Mail	687	463	67.39 %	315	138
5001	Provisional	687	2	0.29 %	1	1
5001	Total	687	465	67.69 %	316	139
5002	Election Day	607	0	0.00 %		
5002	Vote by Mail	607	423	69.69 %	266	141

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

1 Insurance Commissioner

					1	1
		Registered Voters	Voters Cast	Turnout (%)	REP - ROBERT HOWELL	DEM - RICARDO LARA
5002	Provisional	607	1	0.16 %		1
5002	Total	607	424	69.85 %	266	142
5004	Election Day	615	0	0.00 %		
5004	Vote by Mail	615	435	70.73 %	272	144
5004	Provisional	615	0	0.00 %		
5004	Total	615	435	70.73 %	272	144
5005	Election Day	473	0	0.00 %		
5005	Vote by Mail	473	329	69.56 %	200	120
5005	Provisional	473	0	0.00 %		
5005	Total	473	329	69.56 %	200	120
Electionwide	Election Day	11580	3	0.03 %	2	1
Electionwide	Vote by Mail	11580	7888	68.12 %	4648	3015
Electionwide	Provisional	11580	37	0.32 %	16	20
Electionwide	Total	11580	7928	68.46 %	4666	3036
Total - Election Day		11580	3	0.03 %	2	1
Total - Vote by Mail		11580	7888	68.12 %	4648	3015
Total - Provisional		11580	37	0.32 %	16	20
Contest Total		11580	7928	68.46 %	4666	3036

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

1 Board of Equalization Area 1

						1	1
		Registered Voters	Voters Cast	Turnout (%)		DEM - JOSE S. ALTAMIRANO	REP - TED GAINES
1001	Election Day	286	0	0.00 %			
1001	Vote by Mail	286	195	68.18 %		163	24
1001	Provisional	286	6	2.10 %		6	
1001	Total	286	201	70.28 %		169	24
1002	Election Day	213	0	0.00 %			
1002	Vote by Mail	213	154	72.30 %		73	80
1002	Provisional	213	2	0.94 %		2	
1002	Total	213	156	73.24 %		75	80
1003	Election Day	490	0	0.00 %			
1003	Vote by Mail	490	324	66.12 %		160	151
1003	Provisional	490	2	0.41 %		1	1
1003	Total	490	326	66.53 %		161	152
1004	Election Day	56	0	0.00 %			
1004	Vote by Mail	56	43	76.79 %		22	20
1004	Provisional	56	0	0.00 %			
1004	Total	56	43	76.79 %		22	20
1005	Election Day	316	0	0.00 %			
1005	Vote by Mail	316	194	61.39 %		146	41
1005	Provisional	316	1	0.32 %		1	
1005	Total	316	195	61.71 %		147	41
1006	Election Day	394	0	0.00 %			
1006	Vote by Mail	394	276	70.05 %		96	172
1006	Provisional	394	0	0.00 %			
1006	Total	394	276	70.05 %		96	172
1008	Election Day	597	0	0.00 %			
1008	Vote by Mail	597	391	65.49 %		114	260
1008	Provisional	597	2	0.34 %		1	1
1008	Total	597	393	65.83 %		115	261
1009	Election Day	123	0	0.00 %			
1009	Vote by Mail	123	95	77.24 %		43	46
1009	Provisional	123	3	2.44 %			3
1009	Total	123	98	79.67 %		43	49
2001	Election Day	0	0				
2001	Vote by Mail	0	0				
2001	Provisional	0	0				
2001	Total	0	0				
2002	Election Day	528	0	0.00 %			
2002	Vote by Mail	528	306	57.95 %		66	236
2002	Provisional	528	0	0.00 %			
2002	Total	528	306	57.95 %		66	236
2003	Election Day	515	0	0.00 %			
2003	Vote by Mail	515	314	60.97 %		82	224
2003	Provisional	515	0	0.00 %			
2003	Total	515	314	60.97 %		82	224
2004	Election Day	277	1	0.36 %		1	
2004	Vote by Mail	277	185	66.79 %		67	113
2004	Provisional	277	0	0.00 %			
2004	Total	277	186	67.15 %		68	113
2005	Election Day	660	0	0.00 %			

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

1 Board of Equalization Area 1

		Registered Voters	Voters Cast	Turnout (%)	1 DEM - JOSE S. ALTAMIRANO	1 REP - TED GAINES
2005	Vote by Mail	660	452	68.48 %	143	296
2005	Provisional	660	4	0.61 %		3
2005	Total	660	456	69.09 %	143	299
2006	Election Day	319	0	0.00 %		
2006	Vote by Mail	319	204	63.95 %	59	140
2006	Provisional	319	1	0.31 %	1	
2006	Total	319	205	64.26 %	60	140
3001	Election Day	565	1	0.18 %		1
3001	Vote by Mail	565	418	73.98 %	104	304
3001	Provisional	565	1	0.18 %		1
3001	Total	565	420	74.34 %	104	306
3002	Election Day	295	0	0.00 %		
3002	Vote by Mail	295	207	70.17 %	48	153
3002	Provisional	295	0	0.00 %		
3002	Total	295	207	70.17 %	48	153
3003	Election Day	324	0	0.00 %		
3003	Vote by Mail	324	211	65.12 %	78	128
3003	Provisional	324	1	0.31 %		1
3003	Total	324	212	65.43 %	78	129
3004	Election Day	637	1	0.16 %		1
3004	Vote by Mail	637	448	70.33 %	163	273
3004	Provisional	637	2	0.31 %		1
3004	Total	637	451	70.80 %	163	275
3005	Election Day	251	0	0.00 %		
3005	Vote by Mail	251	197	78.49 %	60	135
3005	Provisional	251	1	0.40 %		1
3005	Total	251	198	78.88 %	60	136
3006	Election Day	178	0	0.00 %		
3006	Vote by Mail	178	118	66.29 %	27	85
3006	Provisional	178	0	0.00 %		
3006	Total	178	118	66.29 %	27	85
4001	Election Day	763	0	0.00 %		
4001	Vote by Mail	763	526	68.94 %	217	291
4001	Provisional	763	2	0.26 %		2
4001	Total	763	528	69.20 %	217	293
4002	Election Day	716	0	0.00 %		
4002	Vote by Mail	716	508	70.95 %	203	288
4002	Provisional	716	2	0.28 %	2	
4002	Total	716	510	71.23 %	205	288
4003	Election Day	695	0	0.00 %		
4003	Vote by Mail	695	472	67.91 %	158	300
4003	Provisional	695	4	0.58 %	2	2
4003	Total	695	476	68.49 %	160	302
5001	Election Day	687	0	0.00 %		
5001	Vote by Mail	687	463	67.39 %	122	334
5001	Provisional	687	2	0.29 %	1	1
5001	Total	687	465	67.69 %	123	335
5002	Election Day	607	0	0.00 %		
5002	Vote by Mail	607	423	69.69 %	125	282

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

1 Board of Equalization Area 1

					1	1
		Registered Voters	Voters Cast	Turnout (%)	DEM - JOSE S. ALTAMIRANO	REP - TED GAINES
5002	Provisional	607	1	0.16 %	1	
5002	Total	607	424	69.85 %	126	282
5004	Election Day	615	0	0.00 %		
5004	Vote by Mail	615	435	70.73 %	133	281
5004	Provisional	615	0	0.00 %		
5004	Total	615	435	70.73 %	133	281
5005	Election Day	473	0	0.00 %		
5005	Vote by Mail	473	329	69.56 %	113	205
5005	Provisional	473	0	0.00 %		
5005	Total	473	329	69.56 %	113	205
Electionwide	Election Day	11580	3	0.03 %	1	2
Electionwide	Vote by Mail	11580	7888	68.12 %	2785	4862
Electionwide	Provisional	11580	37	0.32 %	18	17
Electionwide	Total	11580	7928	68.46 %	2804	4881
Total - Election Day		11580	3	0.03 %	1	2
Total - Vote by Mail		11580	7888	68.12 %	2785	4862
Total - Provisional		11580	37	0.32 %	18	17
Contest Total		11580	7928	68.46 %	2804	4881

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

1 United States Senator (Full Term) 2 United State Senator (Partial/Unexpired Term)

					1	1		2	2
		Registered Voters	Voters Cast	Turnout (%)	DEM - ALEX PADILLA	REP - MARK P. MEUSER		DEM - ALEX PADILLA	REP - MARK P. MEUSER
1001	Election Day	286	0	0.00 %					
1001	Vote by Mail	286	195	68.18 %	174	20		172	20
1001	Provisional	286	6	2.10 %	6			6	
1001	Total	286	201	70.28 %	180	20		178	20
1002	Election Day	213	0	0.00 %					
1002	Vote by Mail	213	154	72.30 %	77	73		78	75
1002	Provisional	213	2	0.94 %	2			2	
1002	Total	213	156	73.24 %	79	73		80	75
1003	Election Day	490	0	0.00 %					
1003	Vote by Mail	490	324	66.12 %	170	147		171	145
1003	Provisional	490	2	0.41 %	1	1		1	1
1003	Total	490	326	66.53 %	171	148		172	146
1004	Election Day	56	0	0.00 %					
1004	Vote by Mail	56	43	76.79 %	26	17		26	17
1004	Provisional	56	0	0.00 %					
1004	Total	56	43	76.79 %	26	17		26	17
1005	Election Day	316	0	0.00 %					
1005	Vote by Mail	316	194	61.39 %	148	41		146	39
1005	Provisional	316	1	0.32 %	1			1	
1005	Total	316	195	61.71 %	149	41		147	39
1006	Election Day	394	0	0.00 %					
1006	Vote by Mail	394	276	70.05 %	105	163		104	165
1006	Provisional	394	0	0.00 %					
1006	Total	394	276	70.05 %	105	163		104	165
1008	Election Day	597	0	0.00 %					
1008	Vote by Mail	597	391	65.49 %	129	252		130	248
1008	Provisional	597	2	0.34 %	1	1		1	1
1008	Total	597	393	65.83 %	130	253		131	249
1009	Election Day	123	0	0.00 %					
1009	Vote by Mail	123	95	77.24 %	53	42		53	42
1009	Provisional	123	3	2.44 %	1	2		1	2
1009	Total	123	98	79.67 %	54	44		54	44
2001	Election Day	0	0						
2001	Vote by Mail	0	0						
2001	Provisional	0	0						
2001	Total	0	0						
2002	Election Day	528	0	0.00 %					
2002	Vote by Mail	528	306	57.95 %	72	232		67	236
2002	Provisional	528	0	0.00 %					
2002	Total	528	306	57.95 %	72	232		67	236
2003	Election Day	515	0	0.00 %					
2003	Vote by Mail	515	314	60.97 %	95	212		94	213
2003	Provisional	515	0	0.00 %					
2003	Total	515	314	60.97 %	95	212		94	213
2004	Election Day	277	1	0.36 %	1			1	
2004	Vote by Mail	277	185	66.79 %	73	107		73	108
2004	Provisional	277	0	0.00 %					
2004	Total	277	186	67.15 %	74	107		74	108
2005	Election Day	660	0	0.00 %					

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

1 United States Senator (Full Term) 2 United State Senator (Partial/Unexpired Term)

		Registered Voters	Voters Cast	Turnout (%)	1 DEM - ALEX PADILLA	1 REP - MARK P. MEUSER		2 DEM - ALEX PADILLA	2 REP - MARK P. MEUSER
2005	Vote by Mail	660	452	68.48 %	150	294		154	287
2005	Provisional	660	4	0.61 %		3			3
2005	Total	660	456	69.09 %	150	297		154	290
2006	Election Day	319	0	0.00 %					
2006	Vote by Mail	319	204	63.95 %	62	138		61	137
2006	Provisional	319	1	0.31 %	1			1	
2006	Total	319	205	64.26 %	63	138		62	137
3001	Election Day	565	1	0.18 %		1			1
3001	Vote by Mail	565	418	73.98 %	118	288		120	287
3001	Provisional	565	1	0.18 %		1			1
3001	Total	565	420	74.34 %	118	290		120	289
3002	Election Day	295	0	0.00 %					
3002	Vote by Mail	295	207	70.17 %	49	156		49	155
3002	Provisional	295	0	0.00 %					
3002	Total	295	207	70.17 %	49	156		49	155
3003	Election Day	324	0	0.00 %					
3003	Vote by Mail	324	211	65.12 %	82	127		79	128
3003	Provisional	324	1	0.31 %		1			1
3003	Total	324	212	65.43 %	82	128		79	129
3004	Election Day	637	1	0.16 %		1			1
3004	Vote by Mail	637	448	70.33 %	178	256		178	258
3004	Provisional	637	2	0.31 %	1	1		1	1
3004	Total	637	451	70.80 %	179	258		179	260
3005	Election Day	251	0	0.00 %					
3005	Vote by Mail	251	197	78.49 %	59	137		60	134
3005	Provisional	251	1	0.40 %		1			1
3005	Total	251	198	78.88 %	59	138		60	135
3006	Election Day	178	0	0.00 %					
3006	Vote by Mail	178	118	66.29 %	32	83		33	83
3006	Provisional	178	0	0.00 %					
3006	Total	178	118	66.29 %	32	83		33	83
4001	Election Day	763	0	0.00 %					
4001	Vote by Mail	763	526	68.94 %	241	269		244	272
4001	Provisional	763	2	0.26 %		2			2
4001	Total	763	528	69.20 %	241	271		244	274
4002	Election Day	716	0	0.00 %					
4002	Vote by Mail	716	508	70.95 %	219	274		216	279
4002	Provisional	716	2	0.28 %	2			2	
4002	Total	716	510	71.23 %	221	274		218	279
4003	Election Day	695	0	0.00 %					
4003	Vote by Mail	695	472	67.91 %	172	290		175	291
4003	Provisional	695	4	0.58 %	2	2		2	2
4003	Total	695	476	68.49 %	174	292		177	293
5001	Election Day	687	0	0.00 %					
5001	Vote by Mail	687	463	67.39 %	137	321		137	322
5001	Provisional	687	2	0.29 %	1	1		1	1
5001	Total	687	465	67.69 %	138	322		138	323
5002	Election Day	607	0	0.00 %					
5002	Vote by Mail	607	423	69.69 %	139	274		138	271

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1 United States Senator (Full Term) 2 United State Senator (Partial/Unexpired Term)

					1	1		2	2
		Registered Voters	Voters Cast	Turnout (%)	DEM - ALEX PADILLA	REP - MARK P. MEUSER		DEM - ALEX PADILLA	REP - MARK P. MEUSER
5002	Provisional	607	1	0.16 %	1			1	
5002	Total	607	424	69.85 %	140	274		139	271
5004	Election Day	615	0	0.00 %					
5004	Vote by Mail	615	435	70.73 %	151	268		151	269
5004	Provisional	615	0	0.00 %					
5004	Total	615	435	70.73 %	151	268		151	269
5005	Election Day	473	0	0.00 %					
5005	Vote by Mail	473	329	69.56 %	118	204		118	205
5005	Provisional	473	0	0.00 %					
5005	Total	473	329	69.56 %	118	204		118	205
Electionwide	Election Day	11580	3	0.03 %	1	2		1	2
Electionwide	Vote by Mail	11580	7888	68.12 %	3029	4685		3027	4686
Electionwide	Provisional	11580	37	0.32 %	20	16		20	16
Electionwide	Total	11580	7928	68.46 %	3050	4703		3048	4704
Total - Election Day		11580	3	0.03 %	1	2		1	2
Total - Vote by Mail		11580	7888	68.12 %	3029	4685		3027	4686
Total - Provisional		11580	37	0.32 %	20	16		20	16
Contest Total		11580	7928	68.46 %	3050	4703		3048	4704

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

1 US Rep District 5

		Registered Voters	Voters Cast	Turnout (%)	1 DEM - MICHAEL J. "MIKE" BARKLEY	1 REP - TOM MCCLINTOCK
1001	Election Day	286	0	0.00 %		
1001	Vote by Mail	286	195	68.18 %	172	19
1001	Provisional	286	6	2.10 %	6	
1001	Total	286	201	70.28 %	178	19
1002	Election Day	213	0	0.00 %		
1002	Vote by Mail	213	154	72.30 %	76	78
1002	Provisional	213	2	0.94 %	2	
1002	Total	213	156	73.24 %	78	78
1003	Election Day	490	0	0.00 %		
1003	Vote by Mail	490	324	66.12 %	169	149
1003	Provisional	490	2	0.41 %	1	1
1003	Total	490	326	66.53 %	170	150
1004	Election Day	56	0	0.00 %		
1004	Vote by Mail	56	43	76.79 %	26	17
1004	Provisional	56	0	0.00 %		
1004	Total	56	43	76.79 %	26	17
1005	Election Day	316	0	0.00 %		
1005	Vote by Mail	316	194	61.39 %	151	40
1005	Provisional	316	1	0.32 %	1	
1005	Total	316	195	61.71 %	152	40
1006	Election Day	394	0	0.00 %		
1006	Vote by Mail	394	276	70.05 %	110	161
1006	Provisional	394	0	0.00 %		
1006	Total	394	276	70.05 %	110	161
1008	Election Day	597	0	0.00 %		
1008	Vote by Mail	597	391	65.49 %	127	254
1008	Provisional	597	2	0.34 %	1	1
1008	Total	597	393	65.83 %	128	255
1009	Election Day	123	0	0.00 %		
1009	Vote by Mail	123	95	77.24 %	52	39
1009	Provisional	123	3	2.44 %	1	2
1009	Total	123	98	79.67 %	53	41
2001	Election Day	0	0			
2001	Vote by Mail	0	0			
2001	Provisional	0	0			
2001	Total	0	0			
2002	Election Day	528	0	0.00 %		
2002	Vote by Mail	528	306	57.95 %	70	235
2002	Provisional	528	0	0.00 %		
2002	Total	528	306	57.95 %	70	235
2003	Election Day	515	0	0.00 %		
2003	Vote by Mail	515	314	60.97 %	96	211
2003	Provisional	515	0	0.00 %		
2003	Total	515	314	60.97 %	96	211
2004	Election Day	277	1	0.36 %		1
2004	Vote by Mail	277	185	66.79 %	69	111
2004	Provisional	277	0	0.00 %		
2004	Total	277	186	67.15 %	69	112

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1 US Rep District 5

		Registered Voters	Voters Cast	Turnout (%)	1 DEM - MICHAEL J. "MIKE" BARKLEY	1 REP - TOM MCCLINTOCK
2005	Election Day	660	0	0.00 %		
2005	Vote by Mail	660	452	68.48 %	149	294
2005	Provisional	660	4	0.61 %		3
2005	Total	660	456	69.09 %	149	297
2006	Election Day	319	0	0.00 %		
2006	Vote by Mail	319	204	63.95 %	62	137
2006	Provisional	319	1	0.31 %	1	
2006	Total	319	205	64.26 %	63	137
3001	Election Day	565	1	0.18 %		1
3001	Vote by Mail	565	418	73.98 %	121	289
3001	Provisional	565	1	0.18 %		1
3001	Total	565	420	74.34 %	121	291
3002	Election Day	295	0	0.00 %		
3002	Vote by Mail	295	207	70.17 %	53	152
3002	Provisional	295	0	0.00 %		
3002	Total	295	207	70.17 %	53	152
3003	Election Day	324	0	0.00 %		
3003	Vote by Mail	324	211	65.12 %	84	123
3003	Provisional	324	1	0.31 %		1
3003	Total	324	212	65.43 %	84	124
3004	Election Day	637	1	0.16 %		1
3004	Vote by Mail	637	448	70.33 %	179	264
3004	Provisional	637	2	0.31 %	1	1
3004	Total	637	451	70.80 %	180	266
3005	Election Day	251	0	0.00 %		
3005	Vote by Mail	251	197	78.49 %	59	136
3005	Provisional	251	1	0.40 %		1
3005	Total	251	198	78.88 %	59	137
3006	Election Day	178	0	0.00 %		
3006	Vote by Mail	178	118	66.29 %	31	86
3006	Provisional	178	0	0.00 %		
3006	Total	178	118	66.29 %	31	86
4001	Election Day	763	0	0.00 %		
4001	Vote by Mail	763	526	68.94 %	240	278
4001	Provisional	763	2	0.26 %		2
4001	Total	763	528	69.20 %	240	280
4002	Election Day	716	0	0.00 %		
4002	Vote by Mail	716	508	70.95 %	222	277
4002	Provisional	716	2	0.28 %	2	
4002	Total	716	510	71.23 %	224	277
4003	Election Day	695	0	0.00 %		
4003	Vote by Mail	695	472	67.91 %	169	292
4003	Provisional	695	4	0.58 %	2	2
4003	Total	695	476	68.49 %	171	294
5001	Election Day	687	0	0.00 %		
5001	Vote by Mail	687	463	67.39 %	135	318
5001	Provisional	687	2	0.29 %	1	1
5001	Total	687	465	67.69 %	136	319

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1 US Rep District 5

		Registered Voters	Voters Cast	Turnout (%)	1 DEM - MICHAEL J. "MIKE" BARKLEY	1 REP - TOM MCCLINTOCK
5002	Election Day	607	0	0.00 %		
5002	Vote by Mail	607	423	69.69 %	142	271
5002	Provisional	607	1	0.16 %	1	
5002	Total	607	424	69.85 %	143	271
5004	Election Day	615	0	0.00 %		
5004	Vote by Mail	615	435	70.73 %	160	266
5004	Provisional	615	0	0.00 %		
5004	Total	615	435	70.73 %	160	266
5005	Election Day	473	0	0.00 %		
5005	Vote by Mail	473	329	69.56 %	121	201
5005	Provisional	473	0	0.00 %		
5005	Total	473	329	69.56 %	121	201
Electionwide	Election Day	11580	3	0.03 %		3
Electionwide	Vote by Mail	11580	7888	68.12 %	3045	4698
Electionwide	Provisional	11580	37	0.32 %	20	16
Electionwide	Total	11580	7928	68.46 %	3065	4717
Total - Election Day		11580	3	0.03 %		3
Total - Vote by Mail		11580	7888	68.12 %	3045	4698
Total - Provisional		11580	37	0.32 %	20	16
Contest Total		11580	7928	68.46 %	3065	4717

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1 State Senator District 4

		Registered Voters	Voters Cast	Turnout (%)	1 DEM - TIM ROBERTSON	1 DEM - MARIE ALVARADO-GIL
1001	Election Day	286	0	0.00 %		
1001	Vote by Mail	286	195	68.18 %	108	65
1001	Provisional	286	6	2.10 %	1	5
1001	Total	286	201	70.28 %	109	70
1002	Election Day	213	0	0.00 %		
1002	Vote by Mail	213	154	72.30 %	74	40
1002	Provisional	213	2	0.94 %		2
1002	Total	213	156	73.24 %	74	42
1003	Election Day	490	0	0.00 %		
1003	Vote by Mail	490	324	66.12 %	148	95
1003	Provisional	490	2	0.41 %		1
1003	Total	490	326	66.53 %	148	96
1004	Election Day	56	0	0.00 %		
1004	Vote by Mail	56	43	76.79 %	24	12
1004	Provisional	56	0	0.00 %		
1004	Total	56	43	76.79 %	24	12
1005	Election Day	316	0	0.00 %		
1005	Vote by Mail	316	194	61.39 %	109	61
1005	Provisional	316	1	0.32 %	1	
1005	Total	316	195	61.71 %	110	61
1006	Election Day	394	0	0.00 %		
1006	Vote by Mail	394	276	70.05 %	100	107
1006	Provisional	394	0	0.00 %		
1006	Total	394	276	70.05 %	100	107
1008	Election Day	597	0	0.00 %		
1008	Vote by Mail	597	391	65.49 %	145	125
1008	Provisional	597	2	0.34 %	1	
1008	Total	597	393	65.83 %	146	125
1009	Election Day	123	0	0.00 %		
1009	Vote by Mail	123	95	77.24 %	33	40
1009	Provisional	123	3	2.44 %	1	1
1009	Total	123	98	79.67 %	34	41
2001	Election Day	0	0			
2001	Vote by Mail	0	0			
2001	Provisional	0	0			
2001	Total	0	0			
2002	Election Day	528	0	0.00 %		
2002	Vote by Mail	528	306	57.95 %	120	102
2002	Provisional	528	0	0.00 %		
2002	Total	528	306	57.95 %	120	102
2003	Election Day	515	0	0.00 %		
2003	Vote by Mail	515	314	60.97 %	106	135
2003	Provisional	515	0	0.00 %		
2003	Total	515	314	60.97 %	106	135
2004	Election Day	277	1	0.36 %	1	
2004	Vote by Mail	277	185	66.79 %	74	64
2004	Provisional	277	0	0.00 %		
2004	Total	277	186	67.15 %	75	64
2005	Election Day	660	0	0.00 %		

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1 State Senator District 4

		Registered Voters	Voters Cast	Turnout (%)	1 DEM - TIM ROBERTSON	1 DEM - MARIE ALVARADO-GIL
2005	Vote by Mail	660	452	68.48 %	180	158
2005	Provisional	660	4	0.61 %		
2005	Total	660	456	69.09 %	180	158
2006	Election Day	319	0	0.00 %		
2006	Vote by Mail	319	204	63.95 %	71	82
2006	Provisional	319	1	0.31 %	1	
2006	Total	319	205	64.26 %	72	82
3001	Election Day	565	1	0.18 %		
3001	Vote by Mail	565	418	73.98 %	144	139
3001	Provisional	565	1	0.18 %	1	
3001	Total	565	420	74.34 %	145	139
3002	Election Day	295	0	0.00 %		
3002	Vote by Mail	295	207	70.17 %	62	75
3002	Provisional	295	0	0.00 %		
3002	Total	295	207	70.17 %	62	75
3003	Election Day	324	0	0.00 %		
3003	Vote by Mail	324	211	65.12 %	76	90
3003	Provisional	324	1	0.31 %		1
3003	Total	324	212	65.43 %	76	91
3004	Election Day	637	1	0.16 %	1	
3004	Vote by Mail	637	448	70.33 %	189	143
3004	Provisional	637	2	0.31 %	1	
3004	Total	637	451	70.80 %	191	143
3005	Election Day	251	0	0.00 %		
3005	Vote by Mail	251	197	78.49 %	76	70
3005	Provisional	251	1	0.40 %	1	
3005	Total	251	198	78.88 %	77	70
3006	Election Day	178	0	0.00 %		
3006	Vote by Mail	178	118	66.29 %	25	54
3006	Provisional	178	0	0.00 %		
3006	Total	178	118	66.29 %	25	54
4001	Election Day	763	0	0.00 %		
4001	Vote by Mail	763	526	68.94 %	203	185
4001	Provisional	763	2	0.26 %	1	
4001	Total	763	528	69.20 %	204	185
4002	Election Day	716	0	0.00 %		
4002	Vote by Mail	716	508	70.95 %	201	182
4002	Provisional	716	2	0.28 %	2	
4002	Total	716	510	71.23 %	203	182
4003	Election Day	695	0	0.00 %		
4003	Vote by Mail	695	472	67.91 %	160	193
4003	Provisional	695	4	0.58 %	2	1
4003	Total	695	476	68.49 %	162	194
5001	Election Day	687	0	0.00 %		
5001	Vote by Mail	687	463	67.39 %	171	158
5001	Provisional	687	2	0.29 %		1
5001	Total	687	465	67.69 %	171	159
5002	Election Day	607	0	0.00 %		
5002	Vote by Mail	607	423	69.69 %	139	157

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1 State Senator District 4

						1	1
		Registered Voters	Voters Cast	Turnout (%)		DEM - TIM ROBERTSON	DEM - MARIE ALVARADO-GIL
5002	Provisional	607	1	0.16 %			1
5002	Total	607	424	69.85 %		139	158
5004	Election Day	615	0	0.00 %			
5004	Vote by Mail	615	435	70.73 %		160	165
5004	Provisional	615	0	0.00 %			
5004	Total	615	435	70.73 %		160	165
5005	Election Day	473	0	0.00 %			
5005	Vote by Mail	473	329	69.56 %		119	145
5005	Provisional	473	0	0.00 %			
5005	Total	473	329	69.56 %		119	145
Electionwide	Election Day	11580	3	0.03 %		2	
Electionwide	Vote by Mail	11580	7888	68.12 %		3017	2842
Electionwide	Provisional	11580	37	0.32 %		13	13
Electionwide	Total	11580	7928	68.46 %		3032	2855
Total - Election Day		11580	3	0.03 %		2	
Total - Vote by Mail		11580	7888	68.12 %		3017	2842
Total - Provisional		11580	37	0.32 %		13	13
Contest Total		11580	7928	68.46 %		3032	2855

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1 St Assembly Member District 8

		Registered Voters	Voters Cast	Turnout (%)	1 REP - JIM PATTERSON	1 LIB - THOMAS EDWARD NICHOLS
1001	Election Day	286	0	0.00 %		
1001	Vote by Mail	286	195	68.18 %	44	86
1001	Provisional	286	6	2.10 %		4
1001	Total	286	201	70.28 %	44	90
1002	Election Day	213	0	0.00 %		
1002	Vote by Mail	213	154	72.30 %	86	41
1002	Provisional	213	2	0.94 %		2
1002	Total	213	156	73.24 %	86	43
1003	Election Day	490	0	0.00 %		
1003	Vote by Mail	490	324	66.12 %	160	85
1003	Provisional	490	2	0.41 %	1	1
1003	Total	490	326	66.53 %	161	86
1004	Election Day	56	0	0.00 %		
1004	Vote by Mail	56	43	76.79 %	22	11
1004	Provisional	56	0	0.00 %		
1004	Total	56	43	76.79 %	22	11
1005	Election Day	316	0	0.00 %		
1005	Vote by Mail	316	194	61.39 %	63	92
1005	Provisional	316	1	0.32 %		
1005	Total	316	195	61.71 %	63	92
1006	Election Day	394	0	0.00 %		
1006	Vote by Mail	394	276	70.05 %	180	66
1006	Provisional	394	0	0.00 %		
1006	Total	394	276	70.05 %	180	66
1008	Election Day	597	0	0.00 %		
1008	Vote by Mail	597	391	65.49 %	270	82
1008	Provisional	597	2	0.34 %	1	1
1008	Total	597	393	65.83 %	271	83
1009	Election Day	123	0	0.00 %		
1009	Vote by Mail	123	95	77.24 %	44	27
1009	Provisional	123	3	2.44 %	3	
1009	Total	123	98	79.67 %	47	27
2001	Election Day	0	0			
2001	Vote by Mail	0	0			
2001	Provisional	0	0			
2001	Total	0	0			
2002	Election Day	528	0	0.00 %		
2002	Vote by Mail	528	306	57.95 %	236	63
2002	Provisional	528	0	0.00 %		
2002	Total	528	306	57.95 %	236	63
2003	Election Day	515	0	0.00 %		
2003	Vote by Mail	515	314	60.97 %	212	79
2003	Provisional	515	0	0.00 %		
2003	Total	515	314	60.97 %	212	79
2004	Election Day	277	1	0.36 %	1	
2004	Vote by Mail	277	185	66.79 %	119	50
2004	Provisional	277	0	0.00 %		
2004	Total	277	186	67.15 %	120	50

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1 St Assembly Member District 8

		Registered Voters	Voters Cast	Turnout (%)	1 REP - JIM PATTERSON	1 LIB - THOMAS EDWARD NICHOLS
2005	Election Day	660	0	0.00 %		
2005	Vote by Mail	660	452	68.48 %	280	136
2005	Provisional	660	4	0.61 %	3	
2005	Total	660	456	69.09 %	283	136
2006	Election Day	319	0	0.00 %		
2006	Vote by Mail	319	204	63.95 %	137	53
2006	Provisional	319	1	0.31 %		1
2006	Total	319	205	64.26 %	137	54
3001	Election Day	565	1	0.18 %	1	
3001	Vote by Mail	565	418	73.98 %	321	67
3001	Provisional	565	1	0.18 %	1	
3001	Total	565	420	74.34 %	323	67
3002	Election Day	295	0	0.00 %		
3002	Vote by Mail	295	207	70.17 %	159	28
3002	Provisional	295	0	0.00 %		
3002	Total	295	207	70.17 %	159	28
3003	Election Day	324	0	0.00 %		
3003	Vote by Mail	324	211	65.12 %	133	57
3003	Provisional	324	1	0.31 %		1
3003	Total	324	212	65.43 %	133	58
3004	Election Day	637	1	0.16 %	1	
3004	Vote by Mail	637	448	70.33 %	271	117
3004	Provisional	637	2	0.31 %	1	
3004	Total	637	451	70.80 %	273	117
3005	Election Day	251	0	0.00 %		
3005	Vote by Mail	251	197	78.49 %	137	42
3005	Provisional	251	1	0.40 %	1	
3005	Total	251	198	78.88 %	138	42
3006	Election Day	178	0	0.00 %		
3006	Vote by Mail	178	118	66.29 %	79	30
3006	Provisional	178	0	0.00 %		
3006	Total	178	118	66.29 %	79	30
4001	Election Day	763	0	0.00 %		
4001	Vote by Mail	763	526	68.94 %	315	153
4001	Provisional	763	2	0.26 %	1	
4001	Total	763	528	69.20 %	316	153
4002	Election Day	716	0	0.00 %		
4002	Vote by Mail	716	508	70.95 %	301	136
4002	Provisional	716	2	0.28 %	1	
4002	Total	716	510	71.23 %	302	136
4003	Election Day	695	0	0.00 %		
4003	Vote by Mail	695	472	67.91 %	302	117
4003	Provisional	695	4	0.58 %	1	2
4003	Total	695	476	68.49 %	303	119
5001	Election Day	687	0	0.00 %		
5001	Vote by Mail	687	463	67.39 %	313	107
5001	Provisional	687	2	0.29 %	1	
5001	Total	687	465	67.69 %	314	107

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

1 St Assembly Member District 8

		Registered Voters	Voters Cast	Turnout (%)	1 REP - JIM PATTERSON	1 LIB - THOMAS EDWARD NICHOLS
5002	Election Day	607	0	0.00 %		
5002	Vote by Mail	607	423	69.69 %	284	100
5002	Provisional	607	1	0.16 %		
5002	Total	607	424	69.85 %	284	100
5004	Election Day	615	0	0.00 %		
5004	Vote by Mail	615	435	70.73 %	293	96
5004	Provisional	615	0	0.00 %		
5004	Total	615	435	70.73 %	293	96
5005	Election Day	473	0	0.00 %		
5005	Vote by Mail	473	329	69.56 %	214	77
5005	Provisional	473	0	0.00 %		
5005	Total	473	329	69.56 %	214	77
Electionwide	Election Day	11580	3	0.03 %	3	
Electionwide	Vote by Mail	11580	7888	68.12 %	4975	1998
Electionwide	Provisional	11580	37	0.32 %	15	12
Electionwide	Total	11580	7928	68.46 %	4993	2010
Total - Election Day		11580	3	0.03 %	3	
Total - Vote by Mail		11580	7888	68.12 %	4975	1998
Total - Provisional		11580	37	0.32 %	15	12
Contest Total		11580	7928	68.46 %	4993	2010

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

1 Chief Justice Of California (Patricia Guerrero) 2 Supreme Court Assoc Justice (Goodwin Liu) 3 Supreme Court Assoc Justice (Martin J. Jenkins)

					1	1		2	2		3	3
		Registered Voters	Voters Cast	Turnout (%)	Yes	No		Yes	No		Yes	No
1001	Election Day	286	0	0.00 %								
1001	Vote by Mail	286	195	68.18 %	142	13		137	16		135	15
1001	Provisional	286	6	2.10 %	3			3			2	
1001	Total	286	201	70.28 %	145	13		140	16		137	15
1002	Election Day	213	0	0.00 %								
1002	Vote by Mail	213	154	72.30 %	78	49		75	52		71	55
1002	Provisional	213	2	0.94 %	1			1			1	
1002	Total	213	156	73.24 %	79	49		76	52		72	55
1003	Election Day	490	0	0.00 %								
1003	Vote by Mail	490	324	66.12 %	152	100		149	95		149	95
1003	Provisional	490	2	0.41 %		2			2			2
1003	Total	490	326	66.53 %	152	102		149	97		149	97
1004	Election Day	56	0	0.00 %								
1004	Vote by Mail	56	43	76.79 %	21	11		16	15		19	11
1004	Provisional	56	0	0.00 %								
1004	Total	56	43	76.79 %	21	11		16	15		19	11
1005	Election Day	316	0	0.00 %								
1005	Vote by Mail	316	194	61.39 %	125	35		122	35		117	37
1005	Provisional	316	1	0.32 %	1			1			1	
1005	Total	316	195	61.71 %	126	35		123	35		118	37
1006	Election Day	394	0	0.00 %								
1006	Vote by Mail	394	276	70.05 %	115	101		105	107		121	90
1006	Provisional	394	0	0.00 %								
1006	Total	394	276	70.05 %	115	101		105	107		121	90
1008	Election Day	597	0	0.00 %								
1008	Vote by Mail	597	391	65.49 %	155	147		163	138		157	142
1008	Provisional	597	2	0.34 %	1	1		2			1	1
1008	Total	597	393	65.83 %	156	148		165	138		158	143
1009	Election Day	123	0	0.00 %								
1009	Vote by Mail	123	95	77.24 %	54	19		57	15		53	19
1009	Provisional	123	3	2.44 %	1	2		1	2		1	2
1009	Total	123	98	79.67 %	55	21		58	17		54	21
2001	Election Day	0	0									
2001	Vote by Mail	0	0									
2001	Provisional	0	0									
2001	Total	0	0									
2002	Election Day	528	0	0.00 %								
2002	Vote by Mail	528	306	57.95 %	122	140		130	126		122	133
2002	Provisional	528	0	0.00 %								
2002	Total	528	306	57.95 %	122	140		130	126		122	133
2003	Election Day	515	0	0.00 %								
2003	Vote by Mail	515	314	60.97 %	126	140		130	135		132	129
2003	Provisional	515	0	0.00 %								
2003	Total	515	314	60.97 %	126	140		130	135		132	129
2004	Election Day	277	1	0.36 %		1			1		1	
2004	Vote by Mail	277	185	66.79 %	81	75		80	72		80	67
2004	Provisional	277	0	0.00 %								
2004	Total	277	186	67.15 %	81	76		80	73		81	67
2005	Election Day	660	0	0.00 %								

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

1 Chief Justice Of California (Patricia Guerrero) 2 Supreme Court Assoc Justice (Goodwin Liu) 3 Supreme Court Assoc Justice (Martin J. Jenkins)

					1	1		2	2		3	3
		Registered Voters	Voters Cast	Turnout (%)	Yes	No		Yes	No		Yes	No
2005	Vote by Mail	660	452	68.48 %	194	178		187	186		179	189
2005	Provisional	660	4	0.61 %	1	2		1	2		2	1
2005	Total	660	456	69.09 %	195	180		188	188		181	190
2006	Election Day	319	0	0.00 %								
2006	Vote by Mail	319	204	63.95 %	71	95		70	91		73	86
2006	Provisional	319	1	0.31 %	1				1			1
2006	Total	319	205	64.26 %	72	95		70	92		73	87
3001	Election Day	565	1	0.18 %		1			1			1
3001	Vote by Mail	565	418	73.98 %	155	191		156	185		167	172
3001	Provisional	565	1	0.18 %								
3001	Total	565	420	74.34 %	155	192		156	186		167	173
3002	Election Day	295	0	0.00 %								
3002	Vote by Mail	295	207	70.17 %	60	100		59	98		61	94
3002	Provisional	295	0	0.00 %								
3002	Total	295	207	70.17 %	60	100		59	98		61	94
3003	Election Day	324	0	0.00 %								
3003	Vote by Mail	324	211	65.12 %	111	67		110	68		105	70
3003	Provisional	324	1	0.31 %		1			1			1
3003	Total	324	212	65.43 %	111	68		110	69		105	71
3004	Election Day	637	1	0.16 %		1			1			1
3004	Vote by Mail	637	448	70.33 %	219	149		225	133		218	138
3004	Provisional	637	2	0.31 %		1		1			1	
3004	Total	637	451	70.80 %	219	151		226	134		219	139
3005	Election Day	251	0	0.00 %								
3005	Vote by Mail	251	197	78.49 %	68	96		73	93		66	99
3005	Provisional	251	1	0.40 %		1		1			1	
3005	Total	251	198	78.88 %	68	97		74	93		67	99
3006	Election Day	178	0	0.00 %								
3006	Vote by Mail	178	118	66.29 %	39	59		44	54		44	54
3006	Provisional	178	0	0.00 %								
3006	Total	178	118	66.29 %	39	59		44	54		44	54
4001	Election Day	763	0	0.00 %								
4001	Vote by Mail	763	526	68.94 %	265	161		256	173		259	165
4001	Provisional	763	2	0.26 %	1				1		1	
4001	Total	763	528	69.20 %	266	161		256	174		260	165
4002	Election Day	716	0	0.00 %								
4002	Vote by Mail	716	508	70.95 %	237	161		243	159		249	150
4002	Provisional	716	2	0.28 %	1			1			1	
4002	Total	716	510	71.23 %	238	161		244	159		250	150
4003	Election Day	695	0	0.00 %								
4003	Vote by Mail	695	472	67.91 %	189	188		177	195		192	179
4003	Provisional	695	4	0.58 %	2	2		2	1		2	1
4003	Total	695	476	68.49 %	191	190		179	196		194	180
5001	Election Day	687	0	0.00 %								
5001	Vote by Mail	687	463	67.39 %	173	198		174	195		174	194
5001	Provisional	687	2	0.29 %								
5001	Total	687	465	67.69 %	173	198		174	195		174	194
5002	Election Day	607	0	0.00 %								
5002	Vote by Mail	607	423	69.69 %	152	165		147	166		164	146

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

1 Chief Justice Of California (Patricia Guerrero) 2 Supreme Court Assoc Justice (Goodwin Liu) 3 Supreme Court Assoc Justice (Martin J. Jenkins)

					1	1		2	2		3	3
		Registered Voters	Voters Cast	Turnout (%)	Yes	No		Yes	No		Yes	No
5002	Provisional	607	1	0.16 %	1			1			1	
5002	Total	607	424	69.85 %	153	165		148	166		165	146
5004	Election Day	615	0	0.00 %								
5004	Vote by Mail	615	435	70.73 %	169	179		171	175		167	172
5004	Provisional	615	0	0.00 %								
5004	Total	615	435	70.73 %	169	179		171	175		167	172
5005	Election Day	473	0	0.00 %								
5005	Vote by Mail	473	329	69.56 %	143	136		146	132		142	134
5005	Provisional	473	0	0.00 %								
5005	Total	473	329	69.56 %	143	136		146	132		142	134
Electionwide	Election Day	11580	3	0.03 %		3			3		1	2
Electionwide	Vote by Mail	11580	7888	68.12 %	3416	2953		3402	2909		3416	2835
Electionwide	Provisional	11580	37	0.32 %	14	12		15	10		15	9
Electionwide	Total	11580	7928	68.46 %	3430	2968		3417	2922		3432	2846
Total - Election Day		11580	3	0.03 %		3			3		1	2
Total - Vote by Mail		11580	7888	68.12 %	3416	2953		3402	2909		3416	2835
Total - Provisional		11580	37	0.32 %	14	12		15	10		15	9
Contest Total		11580	7928	68.46 %	3430	2968		3417	2922		3432	2846

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1 Supreme Court Assoc Justice (Joshua P. Groban) 2 Court Of Appeal Admin Pres Justice District 5 (Brad R. Hill) 3 Court of Appeal Assoc Justice District 5 (Jennifer Detjen)

					1	1		2	2		3	3
		Registered Voters	Voters Cast	Turnout (%)	Yes	No		Yes	No		Yes	No
1001	Election Day	286	0	0.00 %								
1001	Vote by Mail	286	195	68.18 %	126	20		100	27		108	19
1001	Provisional	286	6	2.10 %	2			2			2	
1001	Total	286	201	70.28 %	128	20		102	27		110	19
1002	Election Day	213	0	0.00 %								
1002	Vote by Mail	213	154	72.30 %	71	54		87	37		90	35
1002	Provisional	213	2	0.94 %	1			1			1	
1002	Total	213	156	73.24 %	72	54		88	37		91	35
1003	Election Day	490	0	0.00 %								
1003	Vote by Mail	490	324	66.12 %	146	98		157	81		159	79
1003	Provisional	490	2	0.41 %		2			2			2
1003	Total	490	326	66.53 %	146	100		157	83		159	81
1004	Election Day	56	0	0.00 %								
1004	Vote by Mail	56	43	76.79 %	20	11		18	12		19	11
1004	Provisional	56	0	0.00 %								
1004	Total	56	43	76.79 %	20	11		18	12		19	11
1005	Election Day	316	0	0.00 %								
1005	Vote by Mail	316	194	61.39 %	115	37		107	41		113	36
1005	Provisional	316	1	0.32 %	1			1			1	
1005	Total	316	195	61.71 %	116	37		108	41		114	36
1006	Election Day	394	0	0.00 %								
1006	Vote by Mail	394	276	70.05 %	109	100		153	57		153	56
1006	Provisional	394	0	0.00 %								
1006	Total	394	276	70.05 %	109	100		153	57		153	56
1008	Election Day	597	0	0.00 %								
1008	Vote by Mail	597	391	65.49 %	159	140		206	95		210	89
1008	Provisional	597	2	0.34 %	2			2			2	
1008	Total	597	393	65.83 %	161	140		208	95		212	89
1009	Election Day	123	0	0.00 %								
1009	Vote by Mail	123	95	77.24 %	54	17		50	20		48	23
1009	Provisional	123	3	2.44 %	1	2		2	1		2	1
1009	Total	123	98	79.67 %	55	19		52	21		50	24
2001	Election Day	0	0									
2001	Vote by Mail	0	0									
2001	Provisional	0	0									
2001	Total	0	0									
2002	Election Day	528	0	0.00 %								
2002	Vote by Mail	528	306	57.95 %	126	129		168	85		151	101
2002	Provisional	528	0	0.00 %								
2002	Total	528	306	57.95 %	126	129		168	85		151	101
2003	Election Day	515	0	0.00 %								
2003	Vote by Mail	515	314	60.97 %	132	129		176	83		166	94
2003	Provisional	515	0	0.00 %								
2003	Total	515	314	60.97 %	132	129		176	83		166	94
2004	Election Day	277	1	0.36 %	1			1			1	
2004	Vote by Mail	277	185	66.79 %	72	73		98	47		102	45
2004	Provisional	277	0	0.00 %								
2004	Total	277	186	67.15 %	73	73		99	47		103	45
2005	Election Day	660	0	0.00 %								

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1 Supreme Court Assoc Justice (Joshua P. Groban) 2 Court Of Appeal Admin Pres Justice District 5 (Brad R. Hill) 3 Court of Appeal Assoc Justice District 5 (Jennifer Detjen)

					1	1		2	2		3	3
		Registered Voters	Voters Cast	Turnout (%)	Yes	No		Yes	No		Yes	No
2005	Vote by Mail	660	452	68.48 %	177	195		219	149		226	142
2005	Provisional	660	4	0.61 %	2	2		2	1		2	1
2005	Total	660	456	69.09 %	179	197		221	150		228	143
2006	Election Day	319	0	0.00 %								
2006	Vote by Mail	319	204	63.95 %	67	91		118	40		113	47
2006	Provisional	319	1	0.31 %	1			1				1
2006	Total	319	205	64.26 %	68	91		119	40		113	48
3001	Election Day	565	1	0.18 %		1			1			1
3001	Vote by Mail	565	418	73.98 %	160	177		221	114		206	127
3001	Provisional	565	1	0.18 %								
3001	Total	565	420	74.34 %	160	178		221	115		206	128
3002	Election Day	295	0	0.00 %								
3002	Vote by Mail	295	207	70.17 %	63	91		95	58		92	56
3002	Provisional	295	0	0.00 %								
3002	Total	295	207	70.17 %	63	91		95	58		92	56
3003	Election Day	324	0	0.00 %								
3003	Vote by Mail	324	211	65.12 %	99	73		107	65		110	63
3003	Provisional	324	1	0.31 %		1		1			1	
3003	Total	324	212	65.43 %	99	74		108	65		111	63
3004	Election Day	637	1	0.16 %		1			1			1
3004	Vote by Mail	637	448	70.33 %	205	149		247	102		258	91
3004	Provisional	637	2	0.31 %	1				1			1
3004	Total	637	451	70.80 %	206	150		247	104		258	93
3005	Election Day	251	0	0.00 %								
3005	Vote by Mail	251	197	78.49 %	65	99		109	52		105	57
3005	Provisional	251	1	0.40 %	1			1			1	
3005	Total	251	198	78.88 %	66	99		110	52		106	57
3006	Election Day	178	0	0.00 %								
3006	Vote by Mail	178	118	66.29 %	44	54		68	30		65	35
3006	Provisional	178	0	0.00 %								
3006	Total	178	118	66.29 %	44	54		68	30		65	35
4001	Election Day	763	0	0.00 %								
4001	Vote by Mail	763	526	68.94 %	245	177		292	121		302	120
4001	Provisional	763	2	0.26 %		1		1			1	
4001	Total	763	528	69.20 %	245	178		293	121		303	120
4002	Election Day	716	0	0.00 %								
4002	Vote by Mail	716	508	70.95 %	240	149		287	96		282	103
4002	Provisional	716	2	0.28 %	1			1			1	
4002	Total	716	510	71.23 %	241	149		288	96		283	103
4003	Election Day	695	0	0.00 %								
4003	Vote by Mail	695	472	67.91 %	194	175		262	111		269	103
4003	Provisional	695	4	0.58 %	1	2		2	1		1	2
4003	Total	695	476	68.49 %	195	177		264	112		270	105
5001	Election Day	687	0	0.00 %								
5001	Vote by Mail	687	463	67.39 %	173	193		237	127		232	134
5001	Provisional	687	2	0.29 %								
5001	Total	687	465	67.69 %	173	193		237	127		232	134
5002	Election Day	607	0	0.00 %								
5002	Vote by Mail	607	423	69.69 %	141	166		212	96		211	93

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1 Supreme Court Assoc Justice (Joshua P. Groban) 2 Court Of Appeal Admin Pres Justice District 5 (Brad R. Hill) 3 Court of Appeal Assoc Justice District 5 (Jennifer Detjen)

					1	1		2	2		3	3
		Registered Voters	Voters Cast	Turnout (%)	Yes	No		Yes	No		Yes	No
5002	Provisional	607	1	0.16 %					1			1
5002	Total	607	424	69.85 %	141	166		212	97		211	94
5004	Election Day	615	0	0.00 %								
5004	Vote by Mail	615	435	70.73 %	179	160		229	110		229	110
5004	Provisional	615	0	0.00 %								
5004	Total	615	435	70.73 %	179	160		229	110		229	110
5005	Election Day	473	0	0.00 %								
5005	Vote by Mail	473	329	69.56 %	145	126		199	70		193	75
5005	Provisional	473	0	0.00 %								
5005	Total	473	329	69.56 %	145	126		199	70		193	75
Electionwide	Election Day	11580	3	0.03 %	1	2		1	2		1	2
Electionwide	Vote by Mail	11580	7888	68.12 %	3327	2883		4222	1926		4212	1944
Electionwide	Provisional	11580	37	0.32 %	14	10		17	7		15	9
Electionwide	Total	11580	7928	68.46 %	3342	2895		4240	1935		4228	1955
Total - Election Day		11580	3	0.03 %	1	2		1	2		1	2
Total - Vote by Mail		11580	7888	68.12 %	3327	2883		4222	1926		4212	1944
Total - Provisional		11580	37	0.32 %	14	10		17	7		15	9
Contest Total		11580	7928	68.46 %	3342	2895		4240	1935		4228	1955

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

1 Court of Appeal Assoc Justice District 5 (Bert Levy)
2 State Superintendant of Public Instruction

					1	1		2	2
		Registered Voters	Voters Cast	Turnout (%)	Yes	No		LANCE RAY CHRISTENSEN	TONY K. THURMOND
1001	Election Day	286	0	0.00 %					
1001	Vote by Mail	286	195	68.18 %	103	24		22	139
1001	Provisional	286	6	2.10 %	2				5
1001	Total	286	201	70.28 %	105	24		22	144
1002	Election Day	213	0	0.00 %					
1002	Vote by Mail	213	154	72.30 %	90	36		49	76
1002	Provisional	213	2	0.94 %	1				1
1002	Total	213	156	73.24 %	91	36		49	77
1003	Election Day	490	0	0.00 %					
1003	Vote by Mail	490	324	66.12 %	148	88		94	169
1003	Provisional	490	2	0.41 %		2		2	
1003	Total	490	326	66.53 %	148	90		96	169
1004	Election Day	56	0	0.00 %					
1004	Vote by Mail	56	43	76.79 %	20	10		11	18
1004	Provisional	56	0	0.00 %					
1004	Total	56	43	76.79 %	20	10		11	18
1005	Election Day	316	0	0.00 %					
1005	Vote by Mail	316	194	61.39 %	107	41		36	115
1005	Provisional	316	1	0.32 %	1				
1005	Total	316	195	61.71 %	108	41		36	115
1006	Election Day	394	0	0.00 %					
1006	Vote by Mail	394	276	70.05 %	152	56		107	114
1006	Provisional	394	0	0.00 %					
1006	Total	394	276	70.05 %	152	56		107	114
1008	Election Day	597	0	0.00 %					
1008	Vote by Mail	597	391	65.49 %	211	88		152	151
1008	Provisional	597	2	0.34 %	2			1	1
1008	Total	597	393	65.83 %	213	88		153	152
1009	Election Day	123	0	0.00 %					
1009	Vote by Mail	123	95	77.24 %	48	23		28	47
1009	Provisional	123	3	2.44 %	2	1		1	1
1009	Total	123	98	79.67 %	50	24		29	48
2001	Election Day	0	0						
2001	Vote by Mail	0	0						
2001	Provisional	0	0						
2001	Total	0	0						
2002	Election Day	528	0	0.00 %					
2002	Vote by Mail	528	306	57.95 %	168	88		140	120
2002	Provisional	528	0	0.00 %					
2002	Total	528	306	57.95 %	168	88		140	120
2003	Election Day	515	0	0.00 %					
2003	Vote by Mail	515	314	60.97 %	165	96		113	132
2003	Provisional	515	0	0.00 %					
2003	Total	515	314	60.97 %	165	96		113	132
2004	Election Day	277	1	0.36 %		1			1
2004	Vote by Mail	277	185	66.79 %	103	43		72	76
2004	Provisional	277	0	0.00 %					
2004	Total	277	186	67.15 %	103	44		72	77

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

1 Court of Appeal Assoc Justice District 5 (Bert Levy)
2 State Superintendant of Public Instruction

					1	1		2	2
		Registered Voters	Voters Cast	Turnout (%)	Yes	No		LANCE RAY CHRISTENSEN	TONY K. THURMOND
2005	Election Day	660	0	0.00 %					
2005	Vote by Mail	660	452	68.48 %	224	144		184	175
2005	Provisional	660	4	0.61 %	1	2		2	1
2005	Total	660	456	69.09 %	225	146		186	176
2006	Election Day	319	0	0.00 %					
2006	Vote by Mail	319	204	63.95 %	124	34		90	77
2006	Provisional	319	1	0.31 %		1			1
2006	Total	319	205	64.26 %	124	35		90	78
3001	Election Day	565	1	0.18 %		1			1
3001	Vote by Mail	565	418	73.98 %	208	123		182	144
3001	Provisional	565	1	0.18 %					
3001	Total	565	420	74.34 %	208	124		182	145
3002	Election Day	295	0	0.00 %					
3002	Vote by Mail	295	207	70.17 %	99	51		83	75
3002	Provisional	295	0	0.00 %					
3002	Total	295	207	70.17 %	99	51		83	75
3003	Election Day	324	0	0.00 %					
3003	Vote by Mail	324	211	65.12 %	107	65		76	93
3003	Provisional	324	1	0.31 %	1			1	
3003	Total	324	212	65.43 %	108	65		77	93
3004	Election Day	637	1	0.16 %		1			
3004	Vote by Mail	637	448	70.33 %	254	94		149	208
3004	Provisional	637	2	0.31 %		1			1
3004	Total	637	451	70.80 %	254	96		149	209
3005	Election Day	251	0	0.00 %					
3005	Vote by Mail	251	197	78.49 %	94	67		107	56
3005	Provisional	251	1	0.40 %		1		1	
3005	Total	251	198	78.88 %	94	68		108	56
3006	Election Day	178	0	0.00 %					
3006	Vote by Mail	178	118	66.29 %	72	26		37	44
3006	Provisional	178	0	0.00 %					
3006	Total	178	118	66.29 %	72	26		37	44
4001	Election Day	763	0	0.00 %					
4001	Vote by Mail	763	526	68.94 %	296	120		196	231
4001	Provisional	763	2	0.26 %	1			1	
4001	Total	763	528	69.20 %	297	120		197	231
4002	Election Day	716	0	0.00 %					
4002	Vote by Mail	716	508	70.95 %	284	99		174	235
4002	Provisional	716	2	0.28 %	1				2
4002	Total	716	510	71.23 %	285	99		174	237
4003	Election Day	695	0	0.00 %					
4003	Vote by Mail	695	472	67.91 %	258	113		182	188
4003	Provisional	695	4	0.58 %	2	1			1
4003	Total	695	476	68.49 %	260	114		182	189
5001	Election Day	687	0	0.00 %					
5001	Vote by Mail	687	463	67.39 %	222	142		188	172
5001	Provisional	687	2	0.29 %					
5001	Total	687	465	67.69 %	222	142		188	172

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

1 Court of Appeal Assoc Justice District 5 (Bert Levy)
2 State Superintendant of Public Instruction

						1	1		2	2
		Registered Voters	Voters Cast	Turnout (%)		Yes	No		LANCE RAY CHRISTENSEN	TONY K. THURMOND
5002	Election Day	607	0	0.00 %						
5002	Vote by Mail	607	423	69.69 %		214	92		171	155
5002	Provisional	607	1	0.16 %			1			1
5002	Total	607	424	69.85 %		214	93		171	156
5004	Election Day	615	0	0.00 %						
5004	Vote by Mail	615	435	70.73 %		220	117		189	158
5004	Provisional	615	0	0.00 %						
5004	Total	615	435	70.73 %		220	117		189	158
5005	Election Day	473	0	0.00 %						
5005	Vote by Mail	473	329	69.56 %		198	68		125	151
5005	Provisional	473	0	0.00 %						
5005	Total	473	329	69.56 %		198	68		125	151
Electionwide	Election Day	11580	3	0.03 %			3			2
Electionwide	Vote by Mail	11580	7888	68.12 %		4189	1948		2957	3319
Electionwide	Provisional	11580	37	0.32 %		14	10		9	15
Electionwide	Total	11580	7928	68.46 %		4203	1961		2966	3336
Total - Election Day		11580	3	0.03 %			3			2
Total - Vote by Mail		11580	7888	68.12 %		4189	1948		2957	3319
Total - Provisional		11580	37	0.32 %		14	10		9	15
Contest Total		11580	7928	68.46 %		4203	1961		2966	3336

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

1 BLJSD Board Trustee Area 1 2 YUSD Board Trustee Area 5

					1	1		2	2
		Registered Voters	Voters Cast	Turnout (%)	BILL ATWOOD	DENISE CUDD		CHARLES "BROOK" ALLEN	CARRIE E. JENKINS
1009	Election Day	123	0	0.00 %					
1009	Vote by Mail	123	95	77.24 %	35	34		35	25
1009	Provisional	123	3	2.44 %	2			1	1
1009	Total	123	98	79.67 %	37	34		36	26
Electionwide	Election Day	123	0	0.00 %					
Electionwide	Vote by Mail	123	95	77.24 %	35	34		35	25
Electionwide	Provisional	123	3	2.44 %	2			1	1
Electionwide	Total	123	98	79.67 %	37	34		36	26
Total - Election Day		123	0	0.00 %					
Total - Vote by Mail		123	95	77.24 %	35	34		35	25
Total - Provisional		123	3	2.44 %	2			1	1
Contest Total		123	98	79.67 %	37	34		36	26

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

1 MCUSD Trustee District 1 2 MCUSD Trustee District 3

					1	1	1		2	2
		Registered Voters	Voters Cast	Turnout (%)	GAIL PIOSKE	KIM MONSON	ROBERT HILL		KELLY A. SALONEN	ROBERT MORSE
1001	Election Day	286	0	0.00 %						
1001	Vote by Mail	286	195	68.18 %	12	145	17		37	129
1001	Provisional	286	6	2.10 %		2			1	1
1001	Total	286	201	70.28 %	12	147	17		38	130
1002	Election Day	213	0	0.00 %						
1002	Vote by Mail	213	154	72.30 %	23	63	50		44	96
1002	Provisional	213	2	0.94 %			2			2
1002	Total	213	156	73.24 %	23	63	52		44	98
1003	Election Day	490	0	0.00 %						
1003	Vote by Mail	490	324	66.12 %	74	134	80		85	200
1003	Provisional	490	2	0.41 %		1	1			1
1003	Total	490	326	66.53 %	74	135	81		85	201
1004	Election Day	56	0	0.00 %						
1004	Vote by Mail	56	43	76.79 %	8	18	7		6	24
1004	Provisional	56	0	0.00 %						
1004	Total	56	43	76.79 %	8	18	7		6	24
1005	Election Day	316	0	0.00 %						
1005	Vote by Mail	316	194	61.39 %	16	102	40		30	116
1005	Provisional	316	1	0.32 %		1				
1005	Total	316	195	61.71 %	16	103	40		30	116
1006	Election Day	394	0	0.00 %						
1006	Vote by Mail	394	276	70.05 %	66	80	100		80	159
1006	Provisional	394	0	0.00 %						
1006	Total	394	276	70.05 %	66	80	100		80	159
1008	Election Day	597	0	0.00 %						
1008	Vote by Mail	597	391	65.49 %	77	98	160		96	225
1008	Provisional	597	2	0.34 %		1	1		2	
1008	Total	597	393	65.83 %	77	99	161		98	225
2001	Election Day	0	0							
2001	Vote by Mail	0	0							
2001	Provisional	0	0							
2001	Total	0	0							
2002	Election Day	528	0	0.00 %						
2002	Vote by Mail	528	306	57.95 %	55	88	141		72	195
2002	Provisional	528	0	0.00 %						
2002	Total	528	306	57.95 %	55	88	141		72	195
2003	Election Day	515	0	0.00 %						
2003	Vote by Mail	515	314	60.97 %	43	98	125		70	188
2003	Provisional	515	0	0.00 %						
2003	Total	515	314	60.97 %	43	98	125		70	188
2004	Election Day	277	1	0.36 %		1				1
2004	Vote by Mail	277	185	66.79 %	29	50	81		50	108
2004	Provisional	277	0	0.00 %						
2004	Total	277	186	67.15 %	29	51	81		50	109
2005	Election Day	660	0	0.00 %						
2005	Vote by Mail	660	452	68.48 %	48	153	186		93	274
2005	Provisional	660	4	0.61 %	3		1		1	3
2005	Total	660	456	69.09 %	51	153	187		94	277
2006	Election Day	319	0	0.00 %						

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

1 MCUSD Trustee District 1 2 MCUSD Trustee District 3

					1	1	1		2	2
		Registered Voters	Voters Cast	Turnout (%)	GAIL PIOSKE	KIM MONSON	ROBERT HILL		KELLY A. SALONEN	ROBERT MORSE
2006	Vote by Mail	319	204	63.95 %	52	45	73		73	90
2006	Provisional	319	1	0.31 %		1			1	
2006	Total	319	205	64.26 %	52	46	73		74	90
3001	Election Day	565	1	0.18 %			1		1	
3001	Vote by Mail	565	418	73.98 %	79	123	160		187	198
3001	Provisional	565	1	0.18 %			1		1	
3001	Total	565	420	74.34 %	79	123	162		189	198
3002	Election Day	295	0	0.00 %						
3002	Vote by Mail	295	207	70.17 %	53	50	75		82	103
3002	Provisional	295	0	0.00 %						
3002	Total	295	207	70.17 %	53	50	75		82	103
3003	Election Day	324	0	0.00 %						
3003	Vote by Mail	324	211	65.12 %	33	76	75		62	128
3003	Provisional	324	1	0.31 %			1		1	
3003	Total	324	212	65.43 %	33	76	76		63	128
3004	Election Day	637	1	0.16 %			1			1
3004	Vote by Mail	637	448	70.33 %	115	165	132		124	288
3004	Provisional	637	2	0.31 %		1				1
3004	Total	637	451	70.80 %	115	166	133		124	290
3005	Election Day	251	0	0.00 %						
3005	Vote by Mail	251	197	78.49 %	69	50	64		64	112
3005	Provisional	251	1	0.40 %			1			1
3005	Total	251	198	78.88 %	69	50	65		64	113
3006	Election Day	178	0	0.00 %						
3006	Vote by Mail	178	118	66.29 %	32	29	35		44	53
3006	Provisional	178	0	0.00 %						
3006	Total	178	118	66.29 %	32	29	35		44	53
4001	Election Day	763	0	0.00 %						
4001	Vote by Mail	763	526	68.94 %	142	185	156		153	325
4001	Provisional	763	2	0.26 %			1			1
4001	Total	763	528	69.20 %	142	185	157		153	326
4002	Election Day	716	0	0.00 %						
4002	Vote by Mail	716	508	70.95 %	133	179	152		150	299
4002	Provisional	716	2	0.28 %		2				2
4002	Total	716	510	71.23 %	133	181	152		150	301
4003	Election Day	695	0	0.00 %						
4003	Vote by Mail	695	472	67.91 %	125	146	161		149	273
4003	Provisional	695	4	0.58 %		2	1		1	2
4003	Total	695	476	68.49 %	125	148	162		150	275
5001	Election Day	687	0	0.00 %						
5001	Vote by Mail	687	463	67.39 %	91	124	185		132	267
5001	Provisional	687	2	0.29 %						
5001	Total	687	465	67.69 %	91	124	185		132	267
5002	Election Day	607	0	0.00 %						
5002	Vote by Mail	607	423	69.69 %	126	118	135		124	255
5002	Provisional	607	1	0.16 %		1				1
5002	Total	607	424	69.85 %	126	119	135		124	256
5004	Election Day	615	0	0.00 %						
5004	Vote by Mail	615	435	70.73 %	104	130	153		120	261

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

					1 MCUSD Trustee District 1				2 MCUSD Trustee District 3	
					1	1	1		2	2
		Registered Voters	Voters Cast	Turnout (%)	GAIL PIOSKE	KIM MONSON	ROBERT HILL		KELLY A. SALONEN	ROBERT MORSE
5004	Provisional	615	0	0.00 %						
5004	Total	615	435	70.73 %	104	130	153		120	261
5005	Election Day	473	0	0.00 %						
5005	Vote by Mail	473	329	69.56 %	82	121	100		100	192
5005	Provisional	473	0	0.00 %						
5005	Total	473	329	69.56 %	82	121	100		100	192
Electionwide	Election Day	11457	3	0.03 %		1	2		1	2
Electionwide	Vote by Mail	11457	7793	68.02 %	1687	2570	2643		2227	4558
Electionwide	Provisional	11457	34	0.30 %	3	12	10		8	15
Electionwide	Total	11457	7830	68.34 %	1690	2583	2655		2236	4575
Total - Election Day		11457	3	0.03 %		1	2		1	2
Total - Vote by Mail		11457	7793	68.02 %	1687	2570	2643		2227	4558
Total - Provisional		11457	34	0.30 %	3	12	10		8	15
Contest Total		11457	7830	68.34 %	1690	2583	2655		2236	4575

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

1 Supervisor District 2-1, Partial Term

					1	1	1
		Registered Voters	Voters Cast	Turnout (%)	SHANNON POE	LARRY HEIN	AL GOLUB
2001	Election Day	0	0				
2001	Vote by Mail	0	0				
2001	Provisional	0	0				
2001	Total	0	0				
2002	Election Day	528	0	0.00 %			
2002	Vote by Mail	528	306	57.95 %	116	72	81
2002	Provisional	528	0	0.00 %			
2002	Total	528	306	57.95 %	116	72	81
2003	Election Day	515	0	0.00 %			
2003	Vote by Mail	515	314	60.97 %	100	101	67
2003	Provisional	515	0	0.00 %			
2003	Total	515	314	60.97 %	100	101	67
2004	Election Day	176	0	0.00 %			
2004	Vote by Mail	176	109	61.93 %	22	30	48
2004	Provisional	176	0	0.00 %			
2004	Total	176	109	61.93 %	22	30	48
2005	Election Day	660	0	0.00 %			
2005	Vote by Mail	660	452	68.48 %	211	38	166
2005	Provisional	660	4	0.61 %	3		1
2005	Total	660	456	69.09 %	214	38	167
2006	Election Day	319	0	0.00 %			
2006	Vote by Mail	319	204	63.95 %	74	51	42
2006	Provisional	319	1	0.31 %	1		
2006	Total	319	205	64.26 %	75	51	42
Electionwide	Election Day	2198	0	0.00 %			
Electionwide	Vote by Mail	2198	1385	63.01 %	523	292	404
Electionwide	Provisional	2198	5	0.23 %	4		1
Electionwide	Total	2198	1390	63.24 %	527	292	405
Total - Election Day		2198	0	0.00 %			
Total - Vote by Mail		2198	1385	63.01 %	523	292	404
Total - Provisional		2198	5	0.23 %	4		1
Contest Total		2198	1390	63.24 %	527	292	405

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

					1 JCFHD Director Voter for 2 Partial Term					2 JCFHD Director vote for 2		
					1	1	1	1		2	2	2
		Registered Voters	Voters Cast	Turnout (%)	LINDA W. PRIBYL	SUZETTE M PRUE	ROSE FLUHARTY	TERESA JOHNSON		WENDY RYDER-PRIOLA	CANDY O'DONEL BROWNE	NICHOLAS R. LAMBERT
1001	Election Day	286	0	0.00 %								
1001	Vote by Mail	286	195	68.18 %	29	100	82	18		50	88	52
1001	Provisional	286	6	2.10 %			1			1		
1001	Total	286	201	70.28 %	29	100	83	18		51	88	52
1002	Election Day	213	0	0.00 %								
1002	Vote by Mail	213	154	72.30 %	46	79	68	25		61	54	63
1002	Provisional	213	2	0.94 %	1			1		1		1
1002	Total	213	156	73.24 %	47	79	68	26		62	54	64
1003	Election Day	490	0	0.00 %								
1003	Vote by Mail	490	324	66.12 %	86	159	123	47		123	134	110
1003	Provisional	490	2	0.41 %			1	1		1		
1003	Total	490	326	66.53 %	86	159	124	48		124	134	110
1004	Election Day	56	0	0.00 %								
1004	Vote by Mail	56	43	76.79 %	12	18	11	1		12	19	12
1004	Provisional	56	0	0.00 %								
1004	Total	56	43	76.79 %	12	18	11	1		12	19	12
1005	Election Day	316	0	0.00 %								
1005	Vote by Mail	316	194	61.39 %	39	82	58	20		63	64	55
1005	Provisional	316	1	0.32 %								
1005	Total	316	195	61.71 %	39	82	58	20		63	64	55
1006	Election Day	394	0	0.00 %								
1006	Vote by Mail	394	276	70.05 %	52	127	96	61		122	81	117
1006	Provisional	394	0	0.00 %								
1006	Total	394	276	70.05 %	52	127	96	61		122	81	117
1008	Election Day	597	0	0.00 %								
1008	Vote by Mail	597	391	65.49 %	95	175	154	57		139	142	136
1008	Provisional	597	2	0.34 %	1		1			2	1	
1008	Total	597	393	65.83 %	96	175	155	57		141	143	136
1009	Election Day	123	0	0.00 %								
1009	Vote by Mail	123	95	77.24 %	33	23	36	10		30	37	22
1009	Provisional	123	3	2.44 %	1		1			1		2
1009	Total	123	98	79.67 %	34	23	37	10		31	37	24
2001	Election Day	0	0									
2001	Vote by Mail	0	0									
2001	Provisional	0	0									
2001	Total	0	0									
2002	Election Day	528	0	0.00 %								
2002	Vote by Mail	528	306	57.95 %	82	164	74	35		142	126	63
2002	Provisional	528	0	0.00 %								
2002	Total	528	306	57.95 %	82	164	74	35		142	126	63
2003	Election Day	515	0	0.00 %								
2003	Vote by Mail	515	314	60.97 %	61	168	62	46		141	115	70
2003	Provisional	515	0	0.00 %								
2003	Total	515	314	60.97 %	61	168	62	46		141	115	70
2004	Election Day	277	1	0.36 %	1			1		1		1
2004	Vote by Mail	277	185	66.79 %	43	86	59	26		80	67	69
2004	Provisional	277	0	0.00 %								
2004	Total	277	186	67.15 %	44	86	59	27		81	67	70
2005	Election Day	660	0	0.00 %								

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

					1 JCFHD Director Voter for 2 Partial Term					2 JCFHD Director vote for 2		
		Registered Voters	Voters Cast	Turnout (%)	1 LINDA W. PRIBYL	1 SUZETTE M PRUE	1 ROSE FLUHARTY	1 TERESA JOHNSON		2 WENDY RYDER-PRIOLA	2 CANDY O'DONEL BROWNE	2 NICHOLAS R. LAMBERT
2005	Vote by Mail	660	452	68.48 %	98	226	126	54		213	152	113
2005	Provisional	660	4	0.61 %		3	2	1		4		1
2005	Total	660	456	69.09 %	98	229	128	55		217	152	114
2006	Election Day	319	0	0.00 %								
2006	Vote by Mail	319	204	63.95 %	64	94	50	17		77	78	50
2006	Provisional	319	1	0.31 %		1	1			1		
2006	Total	319	205	64.26 %	64	95	51	17		78	78	50
3001	Election Day	565	1	0.18 %		1	1			1		1
3001	Vote by Mail	565	418	73.98 %	73	176	172	71		190	113	186
3001	Provisional	565	1	0.18 %				1				1
3001	Total	565	420	74.34 %	73	177	173	72		191	113	188
3002	Election Day	295	0	0.00 %								
3002	Vote by Mail	295	207	70.17 %	49	79	75	58		109	51	90
3002	Provisional	295	0	0.00 %								
3002	Total	295	207	70.17 %	49	79	75	58		109	51	90
3003	Election Day	324	0	0.00 %								
3003	Vote by Mail	324	211	65.12 %	37	104	91	36		86	74	80
3003	Provisional	324	1	0.31 %				1				1
3003	Total	324	212	65.43 %	37	104	91	37		86	74	81
3004	Election Day	637	1	0.16 %								
3004	Vote by Mail	637	448	70.33 %	90	212	200	77		194	142	177
3004	Provisional	637	2	0.31 %	1							1
3004	Total	637	451	70.80 %	91	212	200	77		194	142	178
3005	Election Day	251	0	0.00 %								
3005	Vote by Mail	251	197	78.49 %	43	66	72	47		74	55	109
3005	Provisional	251	1	0.40 %	1			1			1	
3005	Total	251	198	78.88 %	44	66	72	48		74	56	109
3006	Election Day	178	0	0.00 %								
3006	Vote by Mail	178	118	66.29 %	23	43	43	17		37	40	42
3006	Provisional	178	0	0.00 %								
3006	Total	178	118	66.29 %	23	43	43	17		37	40	42
4001	Election Day	763	0	0.00 %								
4001	Vote by Mail	763	526	68.94 %	131	251	212	131		227	194	255
4001	Provisional	763	2	0.26 %			1					1
4001	Total	763	528	69.20 %	131	251	213	131		227	194	256
4002	Election Day	716	0	0.00 %								
4002	Vote by Mail	716	508	70.95 %	91	235	234	117		204	150	250
4002	Provisional	716	2	0.28 %				1			1	1
4002	Total	716	510	71.23 %	91	235	234	118		204	151	251
4003	Election Day	695	0	0.00 %								
4003	Vote by Mail	695	472	67.91 %	98	204	197	136		219	136	238
4003	Provisional	695	4	0.58 %	1					1	1	
4003	Total	695	476	68.49 %	99	204	197	136		220	137	238
5001	Election Day	687	0	0.00 %								
5001	Vote by Mail	687	463	67.39 %	120	204	159	99		206	165	184
5001	Provisional	687	2	0.29 %	1					1	1	
5001	Total	687	465	67.69 %	121	204	159	99		207	166	184
5002	Election Day	607	0	0.00 %								
5002	Vote by Mail	607	423	69.69 %	106	182	161	93		185	150	169

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					1 JCFHD Director Voter for 2 Partial Term					2 JCFHD Director vote for 2		
		Registered Voters	Voters Cast	Turnout (%)	1 LINDA W. PRIBYL	1 SUZETTE M PRUE	1 ROSE FLUHARTY	1 TERESA JOHNSON		2 WENDY RYDER-PRIOLA	2 CANDY O'DONEL BROWNE	2 NICHOLAS R. LAMBERT
5002	Provisional	607	1	0.16 %			1					
5002	Total	607	424	69.85 %	106	182	162	93		185	150	169
5004	Election Day	615	0	0.00 %								
5004	Vote by Mail	615	435	70.73 %	107	215	146	81		176	157	197
5004	Provisional	615	0	0.00 %								
5004	Total	615	435	70.73 %	107	215	146	81		176	157	197
5005	Election Day	473	0	0.00 %								
5005	Vote by Mail	473	329	69.56 %	68	154	120	96		123	119	168
5005	Provisional	473	0	0.00 %								
5005	Total	473	329	69.56 %	68	154	120	96		123	119	168
Electionwide	Election Day	11580	3	0.03 %	1	1	1	1		2		2
Electionwide	Vote by Mail	11580	7888	68.12 %	1776	3626	2881	1476		3283	2703	3077
Electionwide	Provisional	11580	37	0.32 %	7	4	9	7		13	5	9
Electionwide	Total	11580	7928	68.46 %	1784	3631	2891	1484		3298	2708	3088
Total - Election Day		11580	3	0.03 %	1	1	1	1		2		2
Total - Vote by Mail		11580	7888	68.12 %	1776	3626	2881	1476		3283	2703	3077
Total - Provisional		11580	37	0.32 %	7	4	9	7		13	5	9
Contest Total		11580	7928	68.46 %	1784	3631	2891	1484		3298	2708	3088

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

1 Proposition 1 2 Proposition 26 3 Proposition 27

					1	1		2	2		3	3
		Registered Voters	Voters Cast	Turnout (%)	Yes	No		Yes	No		Yes	No
1001	Election Day	286	0	0.00 %								
1001	Vote by Mail	286	195	68.18 %	177	15		87	92		25	160
1001	Provisional	286	6	2.10 %	6			3	3		3	3
1001	Total	286	201	70.28 %	183	15		90	95		28	163
1002	Election Day	213	0	0.00 %								
1002	Vote by Mail	213	154	72.30 %	90	61		36	112		15	135
1002	Provisional	213	2	0.94 %	2			2			2	
1002	Total	213	156	73.24 %	92	61		38	112		17	135
1003	Election Day	490	0	0.00 %								
1003	Vote by Mail	490	324	66.12 %	195	122		92	213		38	273
1003	Provisional	490	2	0.41 %	1	1		1	1		1	1
1003	Total	490	326	66.53 %	196	123		93	214		39	274
1004	Election Day	56	0	0.00 %								
1004	Vote by Mail	56	43	76.79 %	30	12		8	32		1	40
1004	Provisional	56	0	0.00 %								
1004	Total	56	43	76.79 %	30	12		8	32		1	40
1005	Election Day	316	0	0.00 %								
1005	Vote by Mail	316	194	61.39 %	155	33		93	89		37	149
1005	Provisional	316	1	0.32 %	1			1				1
1005	Total	316	195	61.71 %	156	33		94	89		37	150
1006	Election Day	394	0	0.00 %								
1006	Vote by Mail	394	276	70.05 %	134	137		37	227		19	247
1006	Provisional	394	0	0.00 %								
1006	Total	394	276	70.05 %	134	137		37	227		19	247
1008	Election Day	597	0	0.00 %								
1008	Vote by Mail	597	391	65.49 %	188	189		84	296		40	340
1008	Provisional	597	2	0.34 %	1	1			2			2
1008	Total	597	393	65.83 %	189	190		84	298		40	342
1009	Election Day	123	0	0.00 %								
1009	Vote by Mail	123	95	77.24 %	63	30		21	67		14	76
1009	Provisional	123	3	2.44 %	1	2		2	1			3
1009	Total	123	98	79.67 %	64	32		23	68		14	79
2001	Election Day	0	0									
2001	Vote by Mail	0	0									
2001	Provisional	0	0									
2001	Total	0	0									
2002	Election Day	528	0	0.00 %								
2002	Vote by Mail	528	306	57.95 %	116	184		59	243		32	270
2002	Provisional	528	0	0.00 %								
2002	Total	528	306	57.95 %	116	184		59	243		32	270
2003	Election Day	515	0	0.00 %								
2003	Vote by Mail	515	314	60.97 %	120	184		71	234		44	266
2003	Provisional	515	0	0.00 %								
2003	Total	515	314	60.97 %	120	184		71	234		44	266
2004	Election Day	277	1	0.36 %	1				1			1
2004	Vote by Mail	277	185	66.79 %	89	91		37	145		28	154
2004	Provisional	277	0	0.00 %								
2004	Total	277	186	67.15 %	90	91		37	146		28	155
2005	Election Day	660	0	0.00 %								

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		Registered Voters	Voters Cast	Turnout (%)	1 Yes	1 No	2 Yes	2 No	3 Yes	3 No
2005	Vote by Mail	660	452	68.48 %	200	239	103	338	48	396
2005	Provisional	660	4	0.61 %	1	2		4		4
2005	Total	660	456	69.09 %	201	241	103	342	48	400
2006	Election Day	319	0	0.00 %						
2006	Vote by Mail	319	204	63.95 %	78	120	27	170	13	184
2006	Provisional	319	1	0.31 %	1			1		1
2006	Total	319	205	64.26 %	79	120	27	171	13	185
3001	Election Day	565	1	0.18 %		1		1		1
3001	Vote by Mail	565	418	73.98 %	158	254	82	328	38	373
3001	Provisional	565	1	0.18 %						
3001	Total	565	420	74.34 %	158	255	82	329	38	374
3002	Election Day	295	0	0.00 %						
3002	Vote by Mail	295	207	70.17 %	81	121	34	169	14	190
3002	Provisional	295	0	0.00 %						
3002	Total	295	207	70.17 %	81	121	34	169	14	190
3003	Election Day	324	0	0.00 %						
3003	Vote by Mail	324	211	65.12 %	116	93	47	162	23	187
3003	Provisional	324	1	0.31 %	1		1		1	
3003	Total	324	212	65.43 %	117	93	48	162	24	187
3004	Election Day	637	1	0.16 %	1			1		1
3004	Vote by Mail	637	448	70.33 %	234	198	101	337	50	392
3004	Provisional	637	2	0.31 %		1		1		1
3004	Total	637	451	70.80 %	235	199	101	339	50	394
3005	Election Day	251	0	0.00 %						
3005	Vote by Mail	251	197	78.49 %	82	107	32	155	25	166
3005	Provisional	251	1	0.40 %		1		1		1
3005	Total	251	198	78.88 %	82	108	32	156	25	167
3006	Election Day	178	0	0.00 %						
3006	Vote by Mail	178	118	66.29 %	55	61	18	97	17	98
3006	Provisional	178	0	0.00 %						
3006	Total	178	118	66.29 %	55	61	18	97	17	98
4001	Election Day	763	0	0.00 %						
4001	Vote by Mail	763	526	68.94 %	288	217	103	405	49	460
4001	Provisional	763	2	0.26 %		2	1	1	1	1
4001	Total	763	528	69.20 %	288	219	104	406	50	461
4002	Election Day	716	0	0.00 %						
4002	Vote by Mail	716	508	70.95 %	286	209	106	387	58	436
4002	Provisional	716	2	0.28 %	2		2		2	
4002	Total	716	510	71.23 %	288	209	108	387	60	436
4003	Election Day	695	0	0.00 %						
4003	Vote by Mail	695	472	67.91 %	234	221	87	373	48	414
4003	Provisional	695	4	0.58 %	2	2	1	2	1	3
4003	Total	695	476	68.49 %	236	223	88	375	49	417
5001	Election Day	687	0	0.00 %						
5001	Vote by Mail	687	463	67.39 %	194	266	70	385	43	414
5001	Provisional	687	2	0.29 %	2			2		2
5001	Total	687	465	67.69 %	196	266	70	387	43	416
5002	Election Day	607	0	0.00 %						
5002	Vote by Mail	607	423	69.69 %	194	214	79	330	49	360

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1 Proposition 1 2 Proposition 26 3 Proposition 27

					1	1		2	2		3	3
		Registered Voters	Voters Cast	Turnout (%)	Yes	No		Yes	No		Yes	No
5002	Provisional	607	1	0.16 %	1			1				1
5002	Total	607	424	69.85 %	195	214		80	330		49	361
5004	Election Day	615	0	0.00 %								
5004	Vote by Mail	615	435	70.73 %	201	222		94	330		53	376
5004	Provisional	615	0	0.00 %								
5004	Total	615	435	70.73 %	201	222		94	330		53	376
5005	Election Day	473	0	0.00 %								
5005	Vote by Mail	473	329	69.56 %	154	170		64	260		31	294
5005	Provisional	473	0	0.00 %								
5005	Total	473	329	69.56 %	154	170		64	260		31	294
Electionwide	Election Day	11580	3	0.03 %	2	1			3			3
Electionwide	Vote by Mail	11580	7888	68.12 %	3912	3770		1672	5976		852	6850
Electionwide	Provisional	11580	37	0.32 %	22	12		15	19		11	24
Electionwide	Total	11580	7928	68.46 %	3936	3783		1687	5998		863	6877
Total - Election Day		11580	3	0.03 %	2	1			3			3
Total - Vote by Mail		11580	7888	68.12 %	3912	3770		1672	5976		852	6850
Total - Provisional		11580	37	0.32 %	22	12		15	19		11	24
Contest Total		11580	7928	68.46 %	3936	3783		1687	5998		863	6877

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1 Proposition 28 2 Proposition 29 3 Proposition 30

		Registered Voters	Voters Cast	Turnout (%)	1 Yes	1 No		2 Yes	2 No		3 Yes	3 No
1001	Election Day	286	0	0.00 %								
1001	Vote by Mail	286	195	68.18 %	176	15		90	96		143	46
1001	Provisional	286	6	2.10 %	6			2	4		6	
1001	Total	286	201	70.28 %	182	15		92	100		149	46
1002	Election Day	213	0	0.00 %								
1002	Vote by Mail	213	154	72.30 %	86	65		39	108		57	90
1002	Provisional	213	2	0.94 %	2				2		2	
1002	Total	213	156	73.24 %	88	65		39	110		59	90
1003	Election Day	490	0	0.00 %								
1003	Vote by Mail	490	324	66.12 %	220	99		95	211		163	157
1003	Provisional	490	2	0.41 %	2				2		1	1
1003	Total	490	326	66.53 %	222	99		95	213		164	158
1004	Election Day	56	0	0.00 %								
1004	Vote by Mail	56	43	76.79 %	22	20		14	26		22	20
1004	Provisional	56	0	0.00 %								
1004	Total	56	43	76.79 %	22	20		14	26		22	20
1005	Election Day	316	0	0.00 %								
1005	Vote by Mail	316	194	61.39 %	150	37		62	114		140	49
1005	Provisional	316	1	0.32 %	1			1			1	
1005	Total	316	195	61.71 %	151	37		63	114		141	49
1006	Election Day	394	0	0.00 %								
1006	Vote by Mail	394	276	70.05 %	130	139		61	205		102	167
1006	Provisional	394	0	0.00 %								
1006	Total	394	276	70.05 %	130	139		61	205		102	167
1008	Election Day	597	0	0.00 %								
1008	Vote by Mail	597	391	65.49 %	199	182		66	309		131	249
1008	Provisional	597	2	0.34 %	1	1			2		1	1
1008	Total	597	393	65.83 %	200	183		66	311		132	250
1009	Election Day	123	0	0.00 %								
1009	Vote by Mail	123	95	77.24 %	66	27		25	62		51	41
1009	Provisional	123	3	2.44 %	2	1		1	2		1	2
1009	Total	123	98	79.67 %	68	28		26	64		52	43
2001	Election Day	0	0									
2001	Vote by Mail	0	0									
2001	Provisional	0	0									
2001	Total	0	0									
2002	Election Day	528	0	0.00 %								
2002	Vote by Mail	528	306	57.95 %	151	149		64	238		65	238
2002	Provisional	528	0	0.00 %								
2002	Total	528	306	57.95 %	151	149		64	238		65	238
2003	Election Day	515	0	0.00 %								
2003	Vote by Mail	515	314	60.97 %	141	168		68	241		82	227
2003	Provisional	515	0	0.00 %								
2003	Total	515	314	60.97 %	141	168		68	241		82	227
2004	Election Day	277	1	0.36 %		1			1		1	
2004	Vote by Mail	277	185	66.79 %	96	86		46	133		74	104
2004	Provisional	277	0	0.00 %								
2004	Total	277	186	67.15 %	96	87		46	134		75	104
2005	Election Day	660	0	0.00 %								

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1 Proposition 28 2 Proposition 29 3 Proposition 30

					1	1		2	2		3	3
		Registered Voters	Voters Cast	Turnout (%)	Yes	No		Yes	No		Yes	No
2005	Vote by Mail	660	452	68.48 %	236	208		97	343		140	304
2005	Provisional	660	4	0.61 %	3				3		2	1
2005	Total	660	456	69.09 %	239	208		97	346		142	305
2006	Election Day	319	0	0.00 %								
2006	Vote by Mail	319	204	63.95 %	94	106		34	162		57	146
2006	Provisional	319	1	0.31 %		1					1	
2006	Total	319	205	64.26 %	94	107		34	162		58	146
3001	Election Day	565	1	0.18 %		1			1			1
3001	Vote by Mail	565	418	73.98 %	174	237		60	346		107	303
3001	Provisional	565	1	0.18 %								
3001	Total	565	420	74.34 %	174	238		60	347		107	304
3002	Election Day	295	0	0.00 %								
3002	Vote by Mail	295	207	70.17 %	82	118		41	158		53	150
3002	Provisional	295	0	0.00 %								
3002	Total	295	207	70.17 %	82	118		41	158		53	150
3003	Election Day	324	0	0.00 %								
3003	Vote by Mail	324	211	65.12 %	114	95		37	171		71	135
3003	Provisional	324	1	0.31 %		1			1			1
3003	Total	324	212	65.43 %	114	96		37	172		71	136
3004	Election Day	637	1	0.16 %		1			1			1
3004	Vote by Mail	637	448	70.33 %	240	198		72	364		158	283
3004	Provisional	637	2	0.31 %		1			1			1
3004	Total	637	451	70.80 %	240	200		72	366		158	285
3005	Election Day	251	0	0.00 %								
3005	Vote by Mail	251	197	78.49 %	82	107		40	148		50	141
3005	Provisional	251	1	0.40 %		1			1			1
3005	Total	251	198	78.88 %	82	108		40	149		50	142
3006	Election Day	178	0	0.00 %								
3006	Vote by Mail	178	118	66.29 %	48	68		19	95		29	83
3006	Provisional	178	0	0.00 %								
3006	Total	178	118	66.29 %	48	68		19	95		29	83
4001	Election Day	763	0	0.00 %								
4001	Vote by Mail	763	526	68.94 %	287	222		118	385		214	296
4001	Provisional	763	2	0.26 %	1	1		1	1		1	1
4001	Total	763	528	69.20 %	288	223		119	386		215	297
4002	Election Day	716	0	0.00 %								
4002	Vote by Mail	716	508	70.95 %	308	182		129	353		209	284
4002	Provisional	716	2	0.28 %	2			1	1		2	
4002	Total	716	510	71.23 %	310	182		130	354		211	284
4003	Election Day	695	0	0.00 %								
4003	Vote by Mail	695	472	67.91 %	241	217		97	362		142	319
4003	Provisional	695	4	0.58 %	2	2			3		2	2
4003	Total	695	476	68.49 %	243	219		97	365		144	321
5001	Election Day	687	0	0.00 %								
5001	Vote by Mail	687	463	67.39 %	217	242		86	369		117	343
5001	Provisional	687	2	0.29 %	2			1	1		1	1
5001	Total	687	465	67.69 %	219	242		87	370		118	344
5002	Election Day	607	0	0.00 %								
5002	Vote by Mail	607	423	69.69 %	209	200		70	340		125	282

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1 Proposition 28 2 Proposition 29 3 Proposition 30

		Registered Voters	Voters Cast	Turnout (%)	1 Yes	1 No		2 Yes	2 No		3 Yes	3 No
5002	Provisional	607	1	0.16 %	1						1	
5002	Total	607	424	69.85 %	210	200		70	340		126	282
5004	Election Day	615	0	0.00 %								
5004	Vote by Mail	615	435	70.73 %	237	184		84	342		144	281
5004	Provisional	615	0	0.00 %								
5004	Total	615	435	70.73 %	237	184		84	342		144	281
5005	Election Day	473	0	0.00 %								
5005	Vote by Mail	473	329	69.56 %	163	159		59	263		122	203
5005	Provisional	473	0	0.00 %								
5005	Total	473	329	69.56 %	163	159		59	263		122	203
Electionwide	Election Day	11580	3	0.03 %		3			3		1	2
Electionwide	Vote by Mail	11580	7888	68.12 %	4169	3530		1673	5944		2768	4941
Electionwide	Provisional	11580	37	0.32 %	25	9		7	24		22	12
Electionwide	Total	11580	7928	68.46 %	4194	3542		1680	5971		2791	4955
Total - Election Day		11580	3	0.03 %		3			3		1	2
Total - Vote by Mail		11580	7888	68.12 %	4169	3530		1673	5944		2768	4941
Total - Provisional		11580	37	0.32 %	25	9		7	24		22	12
Contest Total		11580	7928	68.46 %	4194	3542		1680	5971		2791	4955

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

1 Proposition 31

						1	1
		Registered Voters	Voters Cast	Turnout (%)		Yes	No
1001	Election Day	286	0	0.00 %			
1001	Vote by Mail	286	195	68.18 %		151	40
1001	Provisional	286	6	2.10 %		5	1
1001	Total	286	201	70.28 %		156	41
1002	Election Day	213	0	0.00 %			
1002	Vote by Mail	213	154	72.30 %		88	60
1002	Provisional	213	2	0.94 %		1	1
1002	Total	213	156	73.24 %		89	61
1003	Election Day	490	0	0.00 %			
1003	Vote by Mail	490	324	66.12 %		199	117
1003	Provisional	490	2	0.41 %			2
1003	Total	490	326	66.53 %		199	119
1004	Election Day	56	0	0.00 %			
1004	Vote by Mail	56	43	76.79 %		31	12
1004	Provisional	56	0	0.00 %			
1004	Total	56	43	76.79 %		31	12
1005	Election Day	316	0	0.00 %			
1005	Vote by Mail	316	194	61.39 %		114	73
1005	Provisional	316	1	0.32 %			
1005	Total	316	195	61.71 %		114	73
1006	Election Day	394	0	0.00 %			
1006	Vote by Mail	394	276	70.05 %		137	131
1006	Provisional	394	0	0.00 %			
1006	Total	394	276	70.05 %		137	131
1008	Election Day	597	0	0.00 %			
1008	Vote by Mail	597	391	65.49 %		183	195
1008	Provisional	597	2	0.34 %		1	1
1008	Total	597	393	65.83 %		184	196
1009	Election Day	123	0	0.00 %			
1009	Vote by Mail	123	95	77.24 %		57	33
1009	Provisional	123	3	2.44 %			3
1009	Total	123	98	79.67 %		57	36
2001	Election Day	0	0				
2001	Vote by Mail	0	0				
2001	Provisional	0	0				
2001	Total	0	0				
2002	Election Day	528	0	0.00 %			
2002	Vote by Mail	528	306	57.95 %		139	163
2002	Provisional	528	0	0.00 %			
2002	Total	528	306	57.95 %		139	163
2003	Election Day	515	0	0.00 %			
2003	Vote by Mail	515	314	60.97 %		140	169
2003	Provisional	515	0	0.00 %			
2003	Total	515	314	60.97 %		140	169
2004	Election Day	277	1	0.36 %		1	
2004	Vote by Mail	277	185	66.79 %		92	87
2004	Provisional	277	0	0.00 %			
2004	Total	277	186	67.15 %		93	87
2005	Election Day	660	0	0.00 %			

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1 Proposition 31

		Registered Voters	Voters Cast	Turnout (%)	1 Yes	1 No
2005	Vote by Mail	660	452	68.48 %	218	220
2005	Provisional	660	4	0.61 %	3	1
2005	Total	660	456	69.09 %	221	221
2006	Election Day	319	0	0.00 %		
2006	Vote by Mail	319	204	63.95 %	85	116
2006	Provisional	319	1	0.31 %		1
2006	Total	319	205	64.26 %	85	117
3001	Election Day	565	1	0.18 %		1
3001	Vote by Mail	565	418	73.98 %	168	241
3001	Provisional	565	1	0.18 %		1
3001	Total	565	420	74.34 %	168	243
3002	Election Day	295	0	0.00 %		
3002	Vote by Mail	295	207	70.17 %	84	117
3002	Provisional	295	0	0.00 %		
3002	Total	295	207	70.17 %	84	117
3003	Election Day	324	0	0.00 %		
3003	Vote by Mail	324	211	65.12 %	110	99
3003	Provisional	324	1	0.31 %		1
3003	Total	324	212	65.43 %	110	100
3004	Election Day	637	1	0.16 %		1
3004	Vote by Mail	637	448	70.33 %	219	219
3004	Provisional	637	2	0.31 %		1
3004	Total	637	451	70.80 %	219	221
3005	Election Day	251	0	0.00 %		
3005	Vote by Mail	251	197	78.49 %	72	119
3005	Provisional	251	1	0.40 %		1
3005	Total	251	198	78.88 %	72	120
3006	Election Day	178	0	0.00 %		
3006	Vote by Mail	178	118	66.29 %	47	67
3006	Provisional	178	0	0.00 %		
3006	Total	178	118	66.29 %	47	67
4001	Election Day	763	0	0.00 %		
4001	Vote by Mail	763	526	68.94 %	299	214
4001	Provisional	763	2	0.26 %		2
4001	Total	763	528	69.20 %	299	216
4002	Election Day	716	0	0.00 %		
4002	Vote by Mail	716	508	70.95 %	274	220
4002	Provisional	716	2	0.28 %	1	1
4002	Total	716	510	71.23 %	275	221
4003	Election Day	695	0	0.00 %		
4003	Vote by Mail	695	472	67.91 %	232	226
4003	Provisional	695	4	0.58 %	2	2
4003	Total	695	476	68.49 %	234	228
5001	Election Day	687	0	0.00 %		
5001	Vote by Mail	687	463	67.39 %	177	277
5001	Provisional	687	2	0.29 %	1	1
5001	Total	687	465	67.69 %	178	278
5002	Election Day	607	0	0.00 %		
5002	Vote by Mail	607	423	69.69 %	208	201

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

1 Proposition 31

		Registered Voters	Voters Cast	Turnout (%)	1 Yes	1 No
5002	Provisional	607	1	0.16 %	1	
5002	Total	607	424	69.85 %	209	201
5004	Election Day	615	0	0.00 %		
5004	Vote by Mail	615	435	70.73 %	217	208
5004	Provisional	615	0	0.00 %		
5004	Total	615	435	70.73 %	217	208
5005	Election Day	473	0	0.00 %		
5005	Vote by Mail	473	329	69.56 %	144	175
5005	Provisional	473	0	0.00 %		
5005	Total	473	329	69.56 %	144	175
Electionwide	Election Day	11580	3	0.03 %	1	2
Electionwide	Vote by Mail	11580	7888	68.12 %	3885	3799
Electionwide	Provisional	11580	37	0.32 %	15	20
Electionwide	Total	11580	7928	68.46 %	3901	3821
Total - Election Day		11580	3	0.03 %	1	2
Total - Vote by Mail		11580	7888	68.12 %	3885	3799
Total - Provisional		11580	37	0.32 %	15	20
Contest Total		11580	7928	68.46 %	3901	3821

Attachment: Complete scanned SOV (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring the

MARIPOSA COUNTY RESOLUTION NO. 2022-

A RESOLUTION OF THE MARIPOSA COUNTY BOARD OF SUPERVISORS DECLARING THE RESULTS OF THE ELECTION HELD ON NOVEMBER 8, 2022

WHEREAS, on December 13, 2022, the Mariposa County Board of Supervisors accepted the Statement of Votes Cast, as certified to the California Secretary of State on December 2, 2022, for the election held on November 8, 2022; and

WHEREAS Elections Code section 15400 directs the Board of Supervisors to declare the results of each election under its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Mariposa County, a political subdivision of the State of California declares the results of each election under its jurisdiction, according to the votes cast as certified to the California Secretary of State on December 2, 2022, for the election held on November 8, 2022 as follows:

County Supervisor District 2 Shannon Poe

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 13th day of December 2022, by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: Board Formal Resolution (RES-2022-702 : Accept the Cetified Results from November 8, 2022 and Adopt a Resolution Declaring

MARIPOSA COUNTY

Agricultural Commissioner · (209) 966-2075

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: 2021 Mariposa County Agricultural Crop & Livestock Report

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TITLE OF PRESENTATION:
Presentation of the Annual Mariposa County Agricultural Crop & Livestock Report.

BACKGROUND AND HISTORY:
In accordance with California Food and Agricultural Code section 2272 and section 2279, the presentation of the 2021 Annual Crop and Livestock Report for Mariposa County. This annual publication contains statistical information pertaining to the acreage, yield, and gross value of Mariposa County agricultural production.

ATTACHMENTS:
2021 Mariposa County Crop Report (PDF)

RESULT: INFORMATION RECEIVED



2021

Mariposa County Agricultural Report



Photo by Raw Roots Farm



Photo by Cou

Attachment: 2021 Mariposa County Crop Report (13605 : 2021 Mariposa County Agricultural Crop & Livestock Report)

Mariposa County
Department of Agriculture
2021 Annual Agricultural Crop Report

Table of Contents

Letter to Secretary	Page 3
Crop Statistics	Page 4
Crop Recapitulation and Historical Comparison	Page 7
Annual Sustainable Agriculture Report	Page 8
2021 Weights and Measures	Page 10
Mariposa County Commercial Livestock Pass Program	Page 11
2022 Department of Agriculture Staff Biographies	Page 12

2021 Mariposa County Board of Supervisors

Rosemarie Smallcombe	District I
Tom Sweeney	District II
Marshall Long	District III
Wayne Forsythe	District IV
Miles Menetrey	District V

County Administrative Officer

J. Dallin Kimble

2021 Agriculture Department Staff

Monica Nielsen	Agricultural Commissioner 07/2021- Present
Donald Cripe	Agricultural Commissioner 07/2020-03/2021
Mikaela Williams	Agricultural & Standards Inspector
Debra Wass	Office Technician
Mercy Zelazo	Extra Help - Agricultural Field Assistant

Attachment: 2021 Mariposa County Crop Report (13605 : 2021 Mariposa County Agricultural Crop & Livestock Report)

Mariposa County

Department of Agriculture & Weights and Measures
Monica Nielsen
Agricultural Commissioner & Sealer of Weights and Measures

5009 Fairgrounds
Post Office Box 905
Mariposa, CA 95338
(209) 966-2075 Phone
(209) 966-2056 Fax

agcomm@mariposacounty.org

Karen Ross, Secretary
California Department of Food and Agriculture
and
The Honorable Board of Supervisors, County of Mariposa

Supervisor Rosemarie Smallcombe, District I, Chairperson

Supervisor Tom Sweeney, District II

Supervisor Marshall Long, District III

Supervisor Wayne Forsythe, District IV

Supervisor Miles Menetrey, District V
and
County Administrative Officer, County of Mariposa
J. Dallin Kimble

In accordance with California Food and Agricultural Code section 2272 and section 2279, I am pleased to submit the 2021 Crop and Livestock Report for Mariposa County. This annual publication contains statistical information pertaining to the acreage, yield, and gross value of Mariposa County agricultural production.

Mariposa County's total gross value for agricultural production was estimated at $34,267,459. The agricultural production value continues to show the economic importance and the impact that agricultural production has on the local and regional economy. The contribution of agriculture to the economy of Mariposa County is not reflected in the values contained in this report. Goods, services, transportation, processing, marketing, employment, and other farm related services significantly multiply these values to benefit the local economy and the surrounding areas.

Cattle and Calves continues to be the county's leading agricultural commodity with a production value of $25,061,621 a 7.9% decrease from 2020. Rangeland followed in second with a production value of $7,635,271, a 3.3% decrease over 2020.

In 2021, Mariposa County certified producers increased. Buying local assisted with the following commodity groups having an increased value compared to 2020; Miscellaneous Fruits and Nuts total value was $226,643 an increase of 13.1% and Miscellaneous Vegetables value was $122,500 an increase of 15.5%. Once again wine grapes were included in Miscellaneous Fruits and Nuts Commodities to avoid disclosure of the producers. Mariposa wine grapes once again were affected from smoke taint due to California Wildfires.

Mariposa County's overall crop value decreased 9%. I must stress that these are gross values only and does not represent the net return to growers or the multiplier effect on the local economy. From these totals, growers pay their workers, water, fuel and electricity bills, bank loans or land leases, insurance, taxes, equipment, materials, and all other farming costs. This report reflects many combined categories, this is to keep reporting confidential and does not reflect upon individual operations. County crop reports are the smallest unit measured for any commodity.

I sincerely appreciate the cooperation and assistance of the many agricultural producers and ranchers, stakeholder, and public agencies that made this report possible, especially those providing data used in the compilation of this report. I would like to thank Mariposa County Department of Agricultural Inspector with help compiling this report and continued services to the agricultural industry in Mariposa County.

Respectfully Submitted,

Monica Nielsen

Monica L. Nielsen
Agricultural Commissioner and
Sealer of Weights and Measures

Attachment: 2021 Mariposa County Crop Report (13605 : 2021 Mariposa County Agricultural Crop & Livestock Report)

Livestock and Poultry

Item	Year	Number of Head	Total Weight	Unit	$/Unit	Total Value
Cattle & Calves	2021	37,190	168,198	CWT[1]	$149.00	$25,061,621
	2020	37,939	177,933	CWT[1]	$152.00	$27,045,816
Misc. Livestock	2021	Includes all Poultry, Goats, Sheep, and Hogs				$573,085
	2020					$1,130,865
Total	2021					$25,634,706
	2020					$28,176,681



Photo by S. Williams

Livestock and Poultry Products

Item	Year		Total Value
Misc. Products	2021	Chicken, Duck, and Geese Eggs, Turkey Hatching Eggs, All Wools	$528,472
	2020		$1,015,072

1 : CWT - Hundred Weight or 100 lbs

Attachment: 2021 Mariposa County Crop Report (13605 : 2021 Mariposa County Agricultural Crop & Livestock Report)

Field Crops

Item	Year	Harvested Acres	Unit	Per Acre	Value
Rangeland[2]	2021	402,068	Acres	$18.99	$7,635,271
	2020	402,646	Acres	$19.61	$7,895,888
Misc. Field Crops	2021	Sudan, Oak, Native, and Other Pasture Hay			$14,880
	2020				$14,880
Total	2021				$7,650,151
	2020				$7,910,768



Forest Products

	Year	MBF[4]	Value
Forest Products[3]	2021		$967
	2020	3,593	$230,381

2 : Includes Grazing Permits on U.S. Forest Service, BLM, and other Public Lands

3 : Includes Timber Sales, Green Sales, Posts and Poles, Cordwood, and Salvage for Public (USFS, NFS, and BLM) and Private Lands.

4 : MBF - Thousand Board Feet

Attachment: 2021 Mariposa County Crop Report (13605 : 2021 Mariposa County Agricultural Crop & Livestock Report)

Fruits & Vegetables

Item	Year		Value
Misc. Fruits	2021	Includes Grapes/Wine, Apples, Citrus, Herbs, Olives, Tree Fruit	$226,643
	2020		$199,577[5]
Misc. Vegetables	2021	Misc. Vegetables and Mushrooms	$122,500
	2020		$106,500
		Totals 2021	$349,143
		Totals 2020	$306,077



Photo by Owens Creek



Photo by Mariposa Flower Farm

Nursery Products

	Year		Value
Nursery Products	2021	Nursery Stock & Cut Flowers[6]	$56,783
	2020		$60,952



Photo by AG Staff

Apiary Products

	Year		Value
Apiary Products	2021	Honey, Pollen, Wax, Pollination Fees	$48,237
	2020		$64,430

5 : Misc. Fruits Total Updated for Year 2020

6 : Includes Ornamental and Native Plants, Conifers, Herbs, Roses, Berries, Plants Vegetable Pants, and Iris Sales

Attachment: 2021 Mariposa County Crop Report (13605 : 2021 Mariposa County Agricultural Crop & Livestock Report)

Agricultural Crop Report Recapitulation

Commodity	Year	Total Value
Livestock & Poultry	2021	$ 25,634,706
	2020	$ 28,176,681
Livestock & Poultry Products	2021	$ 527,472
	2020	$ 1,015,072
Field Crops	2021	$ 7,650,151
	2020	$ 7,910,768
Misc. Fruits and Nuts	2021	$ 226,643
	2020	$ 199,577
Misc. Vegetables	2021	$ 122,500
	2020	$ 106,500
All Apiary Products	2021	$ 48,237
	2020	$ 64,430
All Nursery Products	2021	$ 56,783
	2020	$ 60,952
TOTAL OF AGRICULTURAL COMMODITIES	2021	$ 34,266,492
	2020	$ 37,533,980
Forest Products	2021	$ 967
	2020	$ 230,381
TOTAL OF AGRICULTURAL COMMODITIES PLUS FORESTRY PRODUCTS	2021	$ 34,267,459
	2020	$ 37,764,361

Top Commodities - Twenty Year Comparison

2021		2001	
Cattle & Calves	$ 25,061,621	Cattle & Calves	$ 12,396,000
Rangeland	$ 7,635,271	Rangeland	$ 5,430,000
Misc. Livestock	$ 573,085	Forest Products	$ 1,315,000
Misc. Livestock & Poultry Products	$ 528,472	Misc. Livestock & Poultry Products	$ 1,252,000
Misc. Fruit, Nuts & Grapes	$ 226,643	All Poultry	$ 1,078,000
Misc. Vegetables	$ 122,500	Sheep & Lambs	$ 164,000
Nursery Products	$ 56,783	Misc. Fruit & Nuts	$ 161,000
Apiary Products	$ 48,237	Wine Grapes, All	$ 160,300
Misc. Field Crops	$ 14,880	Misc. Field Crops	$ 159,900
Forest Products	$ 967	Nursery Stock	$ 147,000

Attachment: 2021 Mariposa County Crop Report (13605 : 2021 Mariposa County Agricultural Crop & Livestock Report)

Annual Sustainable Agriculture Report

Pest Exclusion -

This program provides the first line of defense for California agriculture. Inspections from intrastate and interstate shipments provide protection from the introduction or spread of harmful insects, plant diseases, weeds, and other pests into the county through the movement of plants and plant products as well as other items through normal channels of trade (UPS, truck deliveries, US Mail).

Pest Detection -

The Pest Detection program provides a second line of defense against exotic pests through detection from trapping of invasive pests before they become widely established. The goal is to locate harmful pests early. This allows eradication to be biologically and economically feasible. Bug traps are placed primarily in urban areas to detect the following insect pests, Mediterranean Fruit Fly, Glassy Winged Sharpshooter, Gypsy Moths, Japanese Beetles, Asian Citrus Psyllid, and Khapra Beetle.

Bug trapping season is from May to October. The traps are checked bi-weekly and rotated every 6 weeks to a new location.

The following insect trap were throughout Mariposa County last year.

Target Pest	Total Traps Placed at One Time	Host Crop
Gypsy Moth	200	Oaks & Pine Trees
Glassy Winged Sharpshooter	80	Various Trees & Shrubs
Mediterranean Fruit Fly	35	Fruit Trees
Japanese Beetle	16	Turf & Flowers
Light Brown Apple Moth	6	Various Trees & Shrubs
European Pine Shoot Moth	6	Pine trees
Asian Citrus Psyllid	1	Citrus
Khapra Beetle	3	Grain Products









Attachment: 2021 Mariposa County Crop Report (13605 : 2021 Mariposa County Agricultural Crop & Livestock Report)

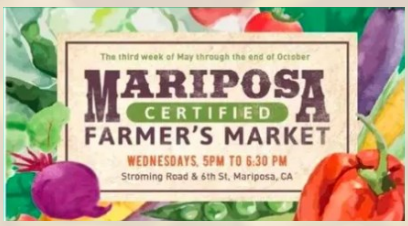
Pest Management

Biocontrol		
Pest	**Agent/Mechanism**	**Scope of Program**
Ash Whitefly, *Siphoninus phillyreae*	Parasitic Wasp, *Encarsia ssp.*	County Wide
Red Gum Lerp Psyllid, *Glycaspis brimblecombei*	Parasitic Wasp, *Psyllaephagus bliteus*	County Wide
Klamath Weed, *Hypericum perforatum*	Klamathweed beetle, *Chrysolina quadrigemina*	County Wide
Puncturevine, *Tribulus terrestris*	Seed & Stem Weevils, *Microlarinus lareynii*	County Wide
Yellow Starthistle, *Centaurea solstitialis*	Seed Head Weevil, *Bangasternus orientalis*	2 sites
	Hairy weevil, *Eustenopus villosu*	Various Sites
	Peacock Fly, *Chaetorellia australis*	4 sites

Pest Abatement	
Pest	**Method**
Yellow Starthistle	Hand-pulled, biocontrol, mechanically removed, and chemically sprayed
Tocalote	Hand-pulled, biocontrol, mechanically removed, and chemically sprayed
Klamath Weed	Hand-pulled, biocontrol, mechanically removed, and chemically sprayed

Organic Producers

2021 Mariposa County had two Organic producers registered. However, most certified producers in Mariposa County that grow fruits and vegetables use all-natural farming methods.



Certified Farmers Market Program

Mariposa County had one Certified Farmers' Market in 2021, it was located at Stroming and 6th Street. The market was held from May through October on Wednesday evenings. In 2021 there was eight Certified Producers.

2021 Weights and Measures

The Department's Weights and Measures Division is responsible for local enforcement of California Weights and Measures laws and regulations. These laws and regulations were established to provide a fair and equitable marketplace. Our office tests and seals all commercial weighing, measuring, and counting devices within the county. Some of these devices include Registers at Grocery stores, Gas Pumps, Liquid Propane Gas Meters, and Livestock Scales. Our office insures quantity control to insure buyer is getting exactly what they pay for at the lowest marked price. Weights and Measures also takes fuel samples to insure product meets quality standards and inspect gas stations for accuracy, legibility, and size of signage.



Photo by AG Staff

Weighing Devices	
	Inspections
Computing Scales	43
Counter Scales	6
Platform Scales	2
Hanging Scales	6
Animal Scales	3
Cattle Scales	23
Hopper Scales	3
Vehicle Scales	1
Dormant Scales	1

Measuring Devices	
	Inspections
Cordage Meter	3
LPG	14
Retail Fuel Meter (Gas Pumps)	271
Vehicle Meter	4
Wholesale Meter	6
Electric Submeter	111
Water Meter	1

Petroleum Signage	
	Number
Locations Inspected	15

Attachment: 2021 Mariposa County Crop Report (13605 : 2021 Mariposa County Agricultural Crop & Livestock Report)

Mariposa County Commercial Livestock Pass

July 22, 2022 at 2:15pm the Oak Fire ignited initially threatening hundreds of homes, livestock, and people. One of the fastest moving fires of the year, the Oak Fire grew from roughly 60 acres to over 1300 acres in less than four hours.

On December 31, 2021 California Legislature passed into law AB 1103, allowing ranchers and managerial staff access to remove livestock or take care animals behind evacuation lines. The Mariposa County Board of Supervisors approved the Mariposa County Commercial Livestock Pass Program on June 14, 2022, implemented by the Mariposa County Department of Agriculture. July 6, 2022 the first training was held at McCay Hall in Catheys Valley, CA to cover information about the Livestock Pass Program, the roll of Mariposa County Ag Department and Mariposa County Emergency Operations Center Coordinator, and safety tips from Cal Fire. Mariposa Ag Department began issuing passes to ranchers the following week after the training. Unknowing at the time the Ag Department would be implementing the Livestock Passes just two weeks later due to the devastating Oak Fire.

With a number of cattle ranchers running cows in Jerseydale and the surrounding area there were a number of cattle ranchers lined up to move cattle out of the way. At the time only one of the multiple ranchers had received their Commercial Livestock Pass. After multiple calls back and forth with emergency personnel and Cal Fire Employees the ranchers were able to enter behind evacuated lines to remove necessary livestock.

Using the Oak Fire incident as a reference the Mariposa County Department of Agriculture has looked at how to improve the Commercial Livestock Pass Program in the future. The key will be communication. Communication is crucial not only between ranchers and department staff but also between department staff and Emergence Operation Coordinators and roadblock staff.

The Mariposa County Department of Agriculture, Agriculture Commissioner and Sealer, Monica Nielsen, was referenced in the California Ag Alert article Communication Seen as Vital for Ag Pass Programs by saying “If you’re a producer, get your pass,” “We are able to assist those that we know have the pass. If we don’t know they’re in an area, we’re not going to be able to assist them.”

Currently Mariposa has issued 28 Ranches Commercial Livestock Passes with multiple operators for each Ranch Pass.

Attachment: 2021 Mariposa County Crop Report (13605 : 2021 Mariposa County Agricultural Crop & Livestock Report)

2022 Mariposa County Department of Agriculture Commissioner & Sealer of Weights and Measures

Mariposa County Agricultural Commissioner and Sealer of Weights and Measures - Monica Nielsen

Monica Nielsen began her career with Mariposa County in May of 2014 as an Agricultural and Standards Inspector. The process to become the Mariposa County Agricultural Commissioner and County Sealer took her seven years to complete all the California Food and Agricultural law required license exams. Monica was appointed as the Mariposa County Agricultural Commissioner and County Sealer in July 2021. Being a part of a smaller department Monica was able to learn about the different programs of the department early in her career.

The role of Agricultural Commissioner is critically important to our region. California is the only U.S. State with an Agricultural Commissioner system overseeing agriculture related regulatory processes. The Agricultural Commissioner Serves the local industry, in a myriad of ways, to name a few; pest detection and abatements, pesticide usage permitting, export services, pesticide usage safety, nursery, farmers market, organic, certified producers, seed, and Glassy Winged Sharpshooter inspections. As Sealers of Weights and Measures our office assures equity for all parties in the marketplace testing all commercial weighing and measuring devices located in our county every year.

Monica is from the north end of Kings County and grew up understanding the importance of agriculture. She knew a career in agriculture would be a part of her future. She attended Kings River Community College in Reedley, then transferred to Fresno State University. Monica graduated from Fresno State with a Bachelors of Science in Agricultural Education. While attending college Monica worked as a public safety dispatcher for Kings County Sheriff's Department for eight years and finished her fifteen year law enforcement career with Fresno State Police Department processing evidence, reports, dispatching, and acting as the District Attorney's Liaison.

In her free time Monica was previously a 4-H Leader supporting the youth of Mariposa County which includes her daughter, Emma, sixteen and son, Emmett, eight. She is also a proud supporter of the Mariposa FFA and youth sports.

Attachment: 2021 Mariposa County Crop Report (13605 : 2021 Mariposa County Agricultural Crop & Livestock Report)

2022 Mariposa County Department of Agriculture Staff

Agriculture and Standards Inspector - Mikaela Williams

Mikaela Williams Cory is one of the current Ag and Standard Inspector for the Mariposa County Department of Agriculture. She is proud to be a Mariposa native and is happy to call Mariposa home. She received her bachelor's degree in Animal Science Production Management from Kansas State University. When Mikaela is not at work you can find her spending time with her son, working commercial beef cattle with her family, working with her husband raising club lambs for local 4-H and FFA members, and spending time in the back country on pack trips.

Agriculture and Standards Inspector - Melissa Rios

Melissa is born and raised in Mariposa County. She graduated from Merced college in 2018 with an AA in Advanced Agriculture, AA in General Agriculture, and an AS in Animal Science. In 2020 she graduated with a BS in Agricultural Education with an emphasis in Ag Mechanics. Melissa love her family and enjoys spending every moment she can with them. Their hobbies include riding horses and dirt bikes and whatever else they can find to do.

Account Clerk - Tess Souza

Tess was born in Turlock, CA and grew up in the Merced/Atwater area. Agriculture has always been a way of life for her. Tess's father farmed hay and grew up on a dairy while her mother is a Veterinary Technician. Growing up they had a cattle ranch and then later her family got into raising rough stock. Tess's love for Agriculture is still the same and now she proudly get to say it is her way of living and work.

Agriculture Field Assistant and Pest Detection Trapper - Bret Wice

Raised in Mariposa, Bret grew up on a small farm raising sheep, goats, cows, turkeys and chickens. From age 9 to 17 he was involved in the Mariposa 4-H program, where he entered lambs and turkeys at the Mariposa County Fair. Bret is now in his 8th season serving as the Agriculture Field Assistant for Mariposa County Department of Agriculture specializing in Pest Detection. He is loves spending time with his children and being outdoors.

MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-703

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve Agreement with California Department of Public Health (CDPH)

RECOMMENDATION AND JUSTIFICATION:
Approve Agreement with California Department of Public Health (CDPH) for the Public Health Emergency Preparedness (PHEP), General Fund Pandemic Influenza (GF Pan Flu) and Hospital Preparedness Program (HPP) Funding Allocation Agreement No. 22-10659, for Fiscal Years 2022-2027 in the amount of $989,160; and Authorize the Health and Human Services Agency Director to Sign the Agreement and Any Subsequent Amendments to Secure Funding (Subject to Approval as to Legal Form by County Counsel).

This Agreement is being signed by the Health and Human Services Agency Director at the request of the State.

The purpose of this Grant is to provide funding for public health and medical emergency preparedness goals and objectives in accordance with the CDC 2022-2027 Program Guidance, State General Fund Pandemic Influenza, and Public Health Emergency Preparedness Comprehensive Plan.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors approved the following agreements by Res# 2017-443 on July 11, 2017, Res#14-618 on December 2, 2014, Res#13-455 on October 15, 2013, Res#12-504 on October 9, 2012, Res#10-501 on October 26, 2010 and Res#09-505 on October 20, 2009.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the funding allocation Agreement. The budgeted program will either need County General Funds or will not be funded.

FINANCIAL IMPACT:
Revenue and corresponding appropriations are included in the FY 22/23 Budget 3402-401 and 3428-401.

ATTACHMENTS:
Mariposa FY 22-23 Local Application Approval Letter (PDF)
22-10659 Mariposa County cdph1229- Agreement (PDF)
22-10659 Mariposa County Exhibit A Scope of Work (PDF)

REF ID# 13589

22-10659 Mariposa County Exhibit B Attachment 1 (PDF)
22-10659 Mariposa County Exhibit B Budget Detail and Payment Provisions (PDF)
22-10659 Mariposa County Exhibit C Standard Grant Conditions (PDF)
22-10659 Mariposa County Exhibit D (PDF)
22-10659 Mariposa County Exhibit E Additional Provisions (PDF)
22-10659 Mariposa County Exhibit F Federal Terms and Conditions (PDF)

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

State of California—Health and Human Services Agency
California Department of Public Health

TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

GAVIN NEWSOM
Governor

October 26, 2022

Dr. Eric Sergienko
Health Officer
Mariposa County
PO Box 99
Mariposa, CA 95338

Mr./Ms. Kristina Allen
Health Executive
Mariposa County
PO Box 99
Mariposa, CA 95338

Dear Dr. Eric Sergienko and Mr./Ms. Kristina Allen,

The California Department of Public Health (CDPH) has approved your FY 2022-23 Local Grant Application, which includes funding for the following:

- Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness Program (PHEP), CFDA # 93.069
- State General Fund (GF) Pandemic Influenza Planning

The funding period is July 1, 2022 to June 30, 2023 which is the first year of funding in your five-year agreement. Local recipients are required to submit semi-annual expenditure and progress reports, workplan deliverables, performance measures, maintenance of current contact information together with requirements outlined in the Guidance and Federal Award documents provided in Attachment 4 – Funding Guidance released within the Request for Applications, emailed April 12, 2022.

Semi-annual Reporting
Workplan progress reports are due January 31, 2023 and July 31, 2023.
Expenditure reports are due January 31, 2023 and 10 days after the approval of your final invoice for FY 2022-23.
Budget Revisions

Attachment: Mariposa FY 22-23 Local Application Approval Letter (RES-2022-703 : Approve Agreement with California Department of Public

You may revise your budget quarterly; budgets must be approved prior to spending. Retroactive budget revisions may result in an audit finding.

Program Changes
Program changes will be documented and communicated to all Local recipients.

If you have any questions, please do not hesitate to contact your Emergency Preparedness Office Contract Manager and Project Officer.

Thank you for your unwavering dedication in response to COVID-19. We look forward to our continued partnership.

Sincerely,

Melissa Relles

Melissa Relles
Assistant Deputy Director
California Department of Public Health
Emergency Preparedness Office

Enclosure

cc: James Whitworth
Public Health Emergency
Preparedness Coordinator,
Pandemic Influenza Coordinator
Mariposa County
PO Box 99
Mariposa, CA 95338

Sarah Westerman
Contract Manager
CDPH-EPO
MS 7002-PO Box 997377
Sacramento, CA 95899-7377

Danielle Murray
Project Officer
CDPH-EPO
MS 7002-PO Box 997377
Sacramento, CA 95899-7377

Attachment: Mariposa FY 22-23 Local Application Approval Letter (RES-2022-703 : Approve Agreement with California Department of Public

2022-23 to 2026-27 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, ASPR Hospital Preparedness Program (HPP) Funding

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

Mariposa County, hereinafter "Grantee"

Implementing the CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, ASPR Hospital Preparedness Program (HPP)," hereinafter "Project"

GRANT AGREEMENT NUMBER 22-10659

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under the California Health and Safety Code, Sections 101315 to 101319.

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to provide funding for public health and medical emergency preparedness goals and objectives in accordance with the Centers for Disease Control and Prevention (CDC) #5NU90TP922005-04-00 Public Health Emergency Preparedness (PHEP), the Assistant Secretary for Preparedness and Response (ASPR) Hospital Preparedness Program (HPP), State General Fund (GF) Pandemic Influenza, and CDPH guidance.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of $989,160

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 1, 2022 and terminates on June 30, 2027. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2027.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

Attachment: 22-10659 Mariposa County cdph1229- Agreement (RES-2022-703 : Approve Agreement with California Department of Public Health

California Department of Public Health	Grantee: **Mariposa County**
Attention: Nathan Blair	Attention: Jim Whitworth
1615 Capital Avenue	5300 Hwy 49
Sacramento, CA 95814	Mariposa, CA 95338
(916) 650-6416	209-347-6860
nathan.blair@cdph.ca.gov	jwhitworth@mariposacounty.org

Direct all inquiries to the following representatives:

California Department of Public Health, Emergency Preparedness Office	**Grantee: Mariposa County**
Attention: Sarah Westerman	Attention: Jim Whitworth
1615 Capital Avenue	5300 Hwy 49
Sacramento, 95814	Mariposa, CA 95338
(916) 650-6416	209-347-6860
sarah.westerman@cdph.ca.gov	jwhitworth@mariposacounty.org

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: Mariposa County
Attention: Diane Robarge
PO box 99
Mariposa, CA 95338
209-742-0953
drobarge@mariposacounty.org

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee

Attachment: 22-10659 Mariposa County cdph1229- Agreement (RES-2022-703 : Approve Agreement with California Department of Public Health

Data Supplement which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A	SCOPE OF WORK
Exhibit B	BUDGET DETAIL AND PAYMENT PROVISIONS
Exhibit B	Attachment 1 Advance Payment Provisions
Exhibit C	STANDARD GRANT CONDITIONS
Exhibit D	REQUEST FOR APPLICATIONS
	Including all the requirements and attachments contained therein
Exhibit E	ADDITIONAL PROVISIONS
Exhibit F	FEDERAL TERMS AND CONDITIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.
Executed By:

Date: 11/29/22

Joe Lynch, Director of Health & Human Services
Agency
Mariposa County
5300 Hwy 49
Mariposa, CA 95338

Date: _____

Jeannie Galarpe, Chief
Contracts Management Services Section
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

Attachment: 22-10659 Mariposa County cdph1229- Agreement (RES-2022-703 : Approve Agreement with California Department of Public Health

Exhibit A
Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 1: Foundation for Health Care and Medical Readiness

Objective: The community's health care organizations and other stakeholders – coordinated through a sustainable Health Care Coalition – have strong relationships, identify hazards and risks, and prioritize and address gaps through planning, training, exercising, and managing resources.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Objective 1: Establish and operationalize a health care coalition (HCC) ☒ Objective 2: Identify risk and needs ☒ Objective 3: Develop a health care coalition preparedness plan ☒ Objective 4: Train and prepare the health care and medical workforce ☒ Objective 5: Ensure preparedness is sustainable	7/1/22 – 6/30/27	1. Identify health care coalition members 2. Establish health care coalition governance 3. Assess hazard vulnerabilities and risks 4. Assess regional health care resources 5. Prioritize resource gaps and mitigation strategies 6. Assess community planning for children, pregnant women, seniors, individuals with access and functional needs, including people with disabilities, and others with unique needs 7. Engage clinicians 8. Engage community leaders 9. Promote sustainability of HCC 10. Promote role-appropriate NIMS implementation 11. Educate and train on identified preparedness and response gaps 12. Plan and conduct coordinated exercises with HCC members and other response organizations

Attachment: 22-10659 Mariposa County Exhibit A Scope of Work (RES-2022-703 : Approve Agreement

Exhibit A
Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 2: Health Care and Medical Response Coordination

Objective: Health care organizations, the HCC, their jurisdiction(s), and the state's/jurisdiction's ESF-8 lead agency plan and collaborate to share and analyze information, manage and share resources, and coordinate strategies to deliver medical care to all populations during emergencies and planned events.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Objective 1: Develop and coordinate health care organization and health care coalition response plans ☒ Objective 2: Utilize information sharing procedures and platforms ☒ Objective 3: Coordinate response strategy, resources, and communications	7/1/22 – 6/30/27	1. Develop a health care coalition response plan 2. Develop information sharing procedures 3. Communicate with the public during an emergency 4. Identify and coordinate resource needs during an emergency 5. Coordinate an incident action planning during an emergency 6. Communicate with health care providers, non-clinical staff, patients, and visitors during an emergency

Attachment: 22-10659 Mariposa County Exhibit A Scope of Work (RES-2022-703 : Approve Agreement

Exhibit A
Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 3: Continuity of Health Care Service Delivery

Objective: Health care organizations, with support from the HCC and the state's/jurisdiction's ESF-8 lead agency, provide uninterrupted, optimal medical care to all populations in the face of damaged or disabled health care infrastructure. Health care workers are well-trained, well-educated, and well-equipped to care for patients during emergencies. Simultaneous response and recovery operations result in a return to normal or, ideally, improved operations.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Objective 2: Plan for continuity of operations ☒ Objective 3: Maintain access to non-personnel resources during an emergency ☒ Objective 6: Plan for and coordinate health care evacuation and relocation ☒ Objective 5: Protect responder safety and health	7/1/22 – 6/30/27	1. Develop a health care organization continuity of operations plan 2. Assess supply chain integrity 3. Assess and address equipment, supply, and pharmaceutical requirements 4. Develop and implement evacuation and relocation plans 5. Distribute resources required to protect the health care workforce 6. Train and exercise to promote responder safety and health

Attachment: 22-10659 Mariposa County Exhibit A Scope of Work (RES-2022-703 : Approve Agreement

Exhibit A
Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 4: Medical Surge

Objective: Health care organizations deliver timely and efficient care to their patients even when the demand for health care services exceeds available supply. The HCC, in collaboration with the state's/jurisdiction's ESF-8 lead agency, coordinates information and available resources for its members to maintain conventional surge response. When an emergency overwhelms the HCC's collective resources, the HCC supports the health care delivery system's transition to contingency and crisis surge response and promotes a timely return to conventional standards of care as soon as possible.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Objective 1: Plan for a medical surge ☒ Objective 2: Respond to a medical surge	7/1/22 – 6/30/27	1. Incorporate medical surge planning into a health care organization emergency operations plan 2. Incorporate medical surge into a health care coalition response plan 3. Implement emergency department and inpatient medical surge response 4. Develop an alternate care system 5. Provide pediatric care during a medical surge response 6. Provide surge management during a chemical or radiation emergency event 7. Provide burn care during a medical surge response 8. Enhance infections disease preparedness and surge response

Attachment: 22-10659 Mariposa County Exhibit A Scope of Work (RES-2022-703 : Approve Agreement

Exhibit A
Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Domain 1: Strengthen Community Resilience

Objective: Community resilience is the ability of a community, through public health agencies, to develop, maintain, and utilize collaborative relationships among government, private, and community organizations to develop and utilize shared plans for responding to and recovering from disasters and public health emergencies.

Capabilities to Support the Domain	Timeline	Evaluation/Deliverables
☒ Capability 1: Community preparedness ☒ Capability 2: Community recovery	7/1/22 – 6/30/27	1. Determine the risks to the health of the jurisdiction 2. Ensure HPP coordination 3. Plan for the whole community 4. Focus on the tribal planning and engagement 5. Ensure emergency support function (ESF) cross-discipline coordination and partner and stakeholder collaboration 6. Strengthen and implement plans through training and exercising 7. Obtain public comment and input

PHEP Domain 2: Strengthen Incident Management

Objective: Incident management is the ability to activate, coordinate and manage health and medical emergency operations throughout all phases of an incident through use of a flexible and scalable incident command structure that is consistent with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

Capabilities to Support the Domain	Timeline	Evaluation/Deliverables
☒ Capability 3: Emergency operations coordination	7/1/22 – 6/30/27	1. Activate and coordinate public health emergency operations

Attachment: 22-10659 Mariposa County Exhibit A Scope of Work (RES-2022-703 : Approve Agreement

Exhibit A
Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Domain 3: Strengthen Information Management

Objective: Information management is the ability to develop and maintain systems and procedures that facilitate the communication of timely, accurate, and accessible information, alerts, and warnings using a whole community approach. It also includes the ability to exchange health information and situational awareness with federal, state, local, territorial, and tribal governments and partners.

Capabilities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Capability 4: Emergency public information and warning ☒ Capability 6: Information sharing	7/1/22 – 6/30/27	1. Maintain situational awareness during incidents 2. Coordinate information sharing 3. Coordinate emergency information and warning

PHEP Domain 4: Strengthen Countermeasures and Mitigation

Objective: Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate nonpharmaceutical and responder safety and health measures during response to a public health incident.

Capabilities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Capability 8: Medical countermeasure dispensing and administration ☒ Capability 9: Medical materiel management and distribution ☒ Capability 11: Nonpharmaceutical interventions ☒ Capability 14: Responder safety and health	7/1/22 – 6/30/27	1. Develop and exercise plans for MCM distribution, dispensing, and vaccine administration 2. Maintain preparedness plans based on risks 3. Participate in ORRs and self-assessment 4. Submit updated MCM action plans 5. Update local distribution site survey 6. Coordinate nonpharmaceutical interventions (NPIs) 7. Support the protection of responders' health and safety

Attachment: 22-10659 Mariposa County Exhibit A Scope of Work (RES-2022-703 : Approve Agreement

Exhibit A
Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Domain 5: Strengthen Surge Management

Objective: Surge management is the ability to coordinate jurisdictional partners and stakeholders to ensure adequate public health, health care, and behavioral services and resources are available during events that exceed the limits of the normal public health and medical infrastructure of an affected community. This includes coordinating expansion of access to public health, health care and behavioral services; mobilizing medical and other volunteers as surge personnel; conducting ongoing surveillance and public health assessments at congregate locations; and coordinating with organizations and agencies to provide fatality management services.

Capabilities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Capability 5: Fatality ☒ Capability 7: Mass care ☒ Capability 10: Medical surge ☒ Capability 15: Volunteer management	7/1/22 – 6/30/27	1. Coordinate activities to manage public health and medical surge 2. Coordinate with public health, health care, mental/behavioral health, and human services needs during mass care operations 3. Coordinate with partners to address public health needs during fatality management operations 4. Coordinate medical and other volunteers to support public health and medical surge 5. Support HPP medical surge planning

Attachment: 22-10659 Mariposa County Exhibit A Scope of Work (RES-2022-703 : Approve Agreement

Exhibit A
Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Domain 6: Strengthen Biosurveillance

Objective: Biosurveillance is the ability to conduct rapid and accurate laboratory tests to identify biological, chemical, radiological, and nuclear agents; and the ability to identify, discover, locate, and monitor - through active and passive surveillance - threats, disease agents, incidents, outbreaks, and adverse events, and provide relevant information in a timely manner to stakeholders and the public.

Capabilities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Capability 12: Public health laboratory testing ☒ Capability 13: Public health surveillance and epidemiological investigation	7/1/22 – 6/30/72	1. Conduct epidemiological surveillance and investigation 2. Conduct laboratory testing

Attachment: 22-10659 Mariposa County Exhibit A Scope of Work (RES-2022-703 : Approve Agreement

Exhibit A
Scope of Work
Pandemic Influenza Planning

Pandemic Influenza

Objective: Strengthen planning and response efforts in order to be prepared for an influenza Pandemic.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
☒ Function 1: Update and/or maintain a local Pandemic Influenza plan ☒ Function 2: Maintain a surveillance system for reporting novel/variant influenza virus infections and influenza-associated deaths in children <18 years of age, and report data via electronic or fax during the regular influenza season. ☒ Function 3: Maintain the ability to conduct case-based surveillance for influenza as requested by CDC and/or CDPH. For example, all cases, hospitalizations, ICU admissions, or deaths, and report those cases via electronic means or fax during a pandemic. ☒ Function 4: Maintain the ability of the public health laboratory to type and subtype influenza A viruses and lineage type influenza B viruses (if the laboratory is capable of lineage type testing) for any cases tested for influenza by status of clinical severity (e.g., hospitalized ICU/severe cases, outpatients, and/or fatal cases) during both the regular influenza season and in a pandemic and report results to CDPH through established reporting mechanisms. ☒ Function 5: Submit influenza positive specimens to the CDPH Viral and Rickettsial Diseases Laboratory (VRDL) for antiviral resistance testing, as provided by CDPH's Immunization Branch, in accordance with the Association of Public Health Laboratories (APHL) Influenza Virologic Surveillance Right Size Roadmap. ☒ Function 6: Conduct active or passive monitoring for influenza-like illness among persons exposed to avian or novel influenza viruses (e.g., persons exposed to poultry or other animals infected with avian influenza on farms inside or outside of CA, persons exposed to humans with novel or variant influenza virus infections such as H7N9, H5N1, H3N2v, or H1N2v). ☒ Function 7: Conduct at least one mass vaccination clinic exercise and maximize attendance in order to test and evaluate the mass vaccination capability and capacity. ☒ Function 8: In conjunction with the immunization coordinator, support efforts to intensify seasonal flu vaccination efforts to enhance pandemic influenza preparedness.	7/1/22 – 6/30/27	1. Up-to-date written policies and procedures in place to ensure pandemic influenza readiness and response, including LHD collaborative efforts with local and state partners, effective administration and documentation c vaccines, guidelines for prioritizing lab testing and distribution of materials to partners, document vaccine administration in the immunization registry, and procedures for communication to promote vaccine and preventative measures. 2. Surveillance systems are maintained to ensure accura and timely documentation of novel/variant influenza vi infections, influenza-associated deaths in children and case-specific data requested by state and federal partners. 3. Local public health laboratories maintain capability and capacity to type and subtype influenza viruses. 4. Updated written procedures in place for monitoring exposed persons exposed to avian or novel influenza viruses, including laboratory testing and ensuring regu communication of activities and outcomes to state partners. 5. Conduct a mass vaccination clinic and complete an Af Action Report/Improvement Plan (AAR/IP). 6. Implementation of processes for ensuring optimal utilization of influenza vaccines within local communiti including target populations such as persons with underlying medical conditions and/or school-aged children.

Attachment: 22-10659 Mariposa County Exhibit A Scope of Work (RES-2022-703 : Approve Agreement

Exhibit B, Attachment 1
Advance Payment Provisions

1. Advance Payment Authority and Limitation

A. Pursuant to Government Code Section 11019, CDPH may authorize one annual advance payment each state fiscal year in an amount not to exceed twenty-five percent (25%) of the Grantee's annual contract budget(s).

B. If the funding is increased by amendment in any year, CDPH may authorize subsequent advance payments on those amounts provided said cumulative advances do not exceed twenty-five percent (25%) of the Grantee's annual contract budget.

2. Conditions for Receiving an Advance Payment

No advance payment shall be issued until:

A. The Agreement has been approved and fully executed.

B. The Grantee has met CDPH advance payment eligibility requirements and has submitted proof of eligibility as required by CDPH (i.e., proof of nonprofit status and need for advance funds).

C. The Grantee has obtained a Commercial Blanket Fidelity Bond equal to or in excess of the amount of the advanced funds. The California Department of Public Health shall be the loss payee on said fidelity bond.

D. The prior year advance payment issued by the funding program under this Agreement, if any, has been fully liquidated or repaid in full. At no time may the sum total of any advance payment exceed 25% percent of the total annual Agreement amount.

3. Separate Bank Account / Management of Funds

A. Advanced funds received from CDPH must be deposited in an account:

1) Managed by a bank or financial institution that is a member of the FDIC.

2) That is interest bearing.

3) Separate from other fund accounts of the Grantee.

B. Grantee must forward one set of bank signature cards for this account to the CDPH Program Contract Manager assigned to this Agreement. One copy of any new signature cards must be forwarded to the CDPH Program Grantee Manager whenever changes are made to the persons named on the bank signature card within the term of the Agreement. The bank signature cards must:

1) Be signed by one or more persons in the Grantee's organization who are authorized to withdraw funds.

2) Indicate that Grantee withdrawals shall be by check only.

Grantee withdrawals do not require countersignature by CDPH.

Attachment: 22-10659 Mariposa County Exhibit B Attachment 1 (RES-2022-703 : Approve Agreement with California Department of Public

Exhibit B, Attachment 1
Advance Payment Provisions

3) Indicate that CDPH withdrawals shall be accompanied by a written CDPH directive and be issued by check only and made payable to the California Department of Public Health.

   a. Said written directive from CDPH shall indicate the Grantee is in default of its contractual obligations or indicate that cancellation or termination of the Agreement is imminent or has been initiated.

   b. CDPH withdrawals do not require countersignature by the Grantee.

C. The Grantee shall transmit to the CDPH Program Grant Manager a copy of an agreement letter from the bank or financial institution in which the bank account is established, clearly setting forth the special character of the account, the responsibilities of the bank thereunder, and whether or not the account is interest bearing. The agreement letter should, at a minimum, indicate:

1) CDPH Agreement number,

2) Name, address of bank or financial institution, and bank account number,

3) If the bank or financial institution is a member of the FDIC,

4) If the account is interest bearing,

5) That the purpose of the account is to only to receive and disburse monies advanced to the Grantee by CDPH,

6) Grantee shall only make withdrawals by check,

7) Bank or financial institution agrees to take the following action upon receipt of a written directive from the California Department of Public Health indicating the Agreement has been or will be cancelled or terminated or that the Grantee is in default:

   a. Withhold further withdrawals from the account by the Grantee and/or its designees, and

   b. Allow CDPH designees, named within the directive, to withdraw any and all funds in the above referenced account by check made payable to the California Department of Public Health.

8) Bank disclaimers if deemed appropriate such as the bank will not be responsible for withdrawals meeting the above criteria and/or subsequent use of those funds.

D. Within thirty (30) calendar days of receiving an advance payment from CDPH, the Grantee must:

1) Notify CDPH in writing that the advanced funds have been placed in an account meeting the requirements stipulated in paragraph 3.A. above.

2) Submit copies of the account signature cards as indicated in paragraph 3.B. above.

3) Submit an agreement letter from the bank or financial institution clearly setting forth the

Attachment: 22-10659 Mariposa County Exhibit B Attachment 1 (RES-2022-703 : Approve Agreement with California Department of Public

Exhibit B, Attachment 1
Advance Payment Provisions

special character of the account as indicated in paragraph 3.C. above.

4. Fidelity Bond Requirements

A. The Grantee must obtain a Commercial Blanket Fidelity Bond equal to the amount of the advanced funds.

B. The California Department of Public Health shall be the loss payee.

C. Said Bond shall be maintained until all advanced payments have been fully liquidated, offset, or repaid to CDPH.

D. The Grantee shall submit proof of said documentation to CDPH, upon request.

5. Disbursement of Advanced Funds by CDPH

Advance payments issued by CDPH shall be made by check. Checks shall be payable to the Grantee as named on Agreement and shall be marked “For Deposit Only”.

6. Use of Advanced Funds

Advanced funds shall be used solely for the purpose of making payments for allowable costs incurred under the terms and conditions of this Agreement.

7. Returning Interest Earned on Advanced Payments

A. Any interest accrued from funds advanced under this Agreement shall be identified and returned to CDPH by or before:

1) June 30th of the fiscal year in which the advance was issued, or

2) Prior to the expiration or termination of said Agreement if the Agreement expires or is terminated prior to June 30th.

B. Place the following information on the face of the interest warrant:

1) CDPH agreement # _____

2) Interest Earned on Advance Payment Account -- Fiscal Year __/__.

C. Label and address each interest warrant as follows:

California Department of Public Health
Emergency Preparedness Office
Attn: Local Management Unit
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377

The State, at its discretion, may designate an alternate department name and/or invoice submission address. A change in the department name and/or invoice address shall be accomplished via a written notice to the Grantee by the State and shall not require an

Attachment: 22-10659 Mariposa County Exhibit B Attachment 1 (RES-2022-703 : Approve Agreement with California Department of Public

Exhibit B, Attachment 1
Advance Payment Provisions

amendment to this Agreement.

8. Liquidation of Advanced Funds

A. Unless otherwise stipulated in this Agreement, advanced funds shall be liquidated:

1) No later than June 30th of the fiscal year in which the advance was issued, or

2) Prior to the expiration or termination date or at the time of termination if the Agreement expires or is terminated prior to June 30th,

3) According to the repayment schedule that is determined by CDPH and confirmed in writing to the Grantee.

B. If any advanced funds have not been liquidated upon completion or termination of this Agreement, the balance thereof shall be:

1) Promptly paid by the Grantee to CDPH upon demand, or

2) Deducted from any sum otherwise due to the Grantee from CDPH, or

3) Deducted from any sum that may become due to the Grantee from CDPH.

9. Return / Repayment of Advanced Funds

A. The Grantee may, at any time, repay all or any part of the Advanced Payment.

B. CDPH may, at any time, demand full repayment of any unliquidated balance. Upon receipt of such demand, The Grantee shall promptly repay the unliquidated balance.

10. Default Provisions

A. The State, without limiting any rights which it may otherwise have, may in its sole discretion, and upon written notice to the Grantee, withhold further payments under this Agreement, and/or demand immediate repayment of the unliquidated balance of any advance payment hereunder, and/or withdraw all or any part of the advance payment balance in the identified bank account, and/or terminate this Agreement upon occurrence of any of the following events:

1) Termination of this Agreement.

2) A finding by CDPH that the Grantee:

a. Has failed to observe any of the covenants, conditions, or warranties of this exhibit,

b. Has failed to comply with any material provision of this Agreement,

c. Has failed to make satisfactory progress/performance in completion of the terms and conditions of this Agreement,

d. Is in such unsatisfactory financial condition as to endanger performance of this Agreement,

Attachment: 22-10659 Mariposa County Exhibit B Attachment 1 (RES-2022-703 : Approve Agreement with California Department of Public

Exhibit B, Attachment 1
Advance Payment Provisions

e. Has allocated resources for the performance of this Agreement that CDPH believes are substantially exceeding the reasonable requirements for performance of this Agreement,

f. Is delinquent in payment of taxes, subcontractors, or any other cost of performance of this Agreement in the ordinary course of business.

B. Appointment of a trustee, receiver or liquidator for all or a substantial part of the Grantee's property, or institution of bankruptcy, reorganization arrangement of liquidation proceedings by or against the Grantee.

C. Service of any writ of attachment, levy, or execution or commencement of garnishment proceedings.

D. The commission of an act of bankruptcy.

Attachment: 22-10659 Mariposa County Exhibit B Attachment 1 (RES-2022-703 : Approve Agreement with California Department of Public

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of project activities as provided in Exhibit A Grant Application/Attachment 1 Grantee Written Modification, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this agreement.

B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to:

California Department of Public Health
Emergency Preparedness Office
Attn: Local Management Unit
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377

C. HPP, PHEP, and Pan Flu Invoices shall:

1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
2) Bear the Grantee's name as shown on the Grant.
3) Identify the billing and/or performance period covered by the invoice.
4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

A. 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 and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

Attachment: 22-10659 Mariposa County Exhibit B Budget Detail and Payment Provisions (RES-2022-703 : Approve Agreement with California

Exhibit B
Budget Detail and Payment Provisions

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Advance Payments

A. Advance payments are subject to the provisions outlined in Exhibit B Attachment 1 entitled “Advance Payment Provisions”.

B. Advance payments may be requested annually up to 25% of each annual budget by submitting an invoice for the amount of the advance. Grantor must liquidate or offset the amount of the advance with invoices before the end of each budget year/period. Regular payments thereafter, may be requested not more frequently than once per month in arrears.

C. If an amendment increases the annual budget total, CDPH may advance up to 25% of any increase. If an amendment decreases the annual budget total, Grantor agrees to remit to CDPH the appropriate pro-rata share of any funds already advanced and shall do so within thirty (30) calendar days of receiving a re-payment request from CDPH.

D. Grantor agrees to remit any unexpended advance payment balance to CDPH within forty-five (45) calendar days following the submission of the Grantee’s final invoice.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked “Final Invoice”, indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

Attachment: 22-10659 Mariposa County Exhibit B Budget Detail and Payment Provisions (RES-2022-703 : Approve Agreement with California

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained

2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.

3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.

4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.

5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.

6. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

Attachment: 22-10659 Mariposa County Exhibit C Standard Grant Conditions (RES-2022-703 : Approve Agreement with California Department

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.

13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

    A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
    B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
    C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
    D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
    E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

Attachment: 22-10659 Mariposa County Exhibit C Standard Grant Conditions (RES-2022-703 : Approve Agreement with California Department

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: (This provision does not apply to Local Governmental Entities)

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).

B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 (“Section 13989.6”):

1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.

2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.

3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California’s eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

Attachment: 22-10659 Mariposa County Exhibit C Standard Grant Conditions (RES-2022-703 : Approve Agreement with California Department

4) For publications other than those described inparagraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Attachment: 22-10659 Mariposa County Exhibit C Standard Grant Conditions (RES-2022-703 : Approve Agreement with California Department

April 12, 2022

Authority:
Health and Safety Code Sections:
100150-100236, 100250-100255, 100325-100950,
101315-101319, 131000-131020, and 131050-13

Government Code Sections: 8574.48 and 8587
8587.9

California Code of Regulations, Titles 17 and 2

TO: All Local Public Health Emergency Preparedness Directors

RE: Request for Applications
Public Health Emergency Preparedness Funding

Dear Local Public Health Emergency Preparedness Director:

The California Department of Public Health (CDPH), Emergency Preparedness Office (EPO) is pleased to announce the request for applications (RFA) for emergency preparedness for public health and the health care coalition grants. This request for application includes the following funding sources:

1. Centers for Disease Control and Prevention's (CDC) Public Health Emergency Preparedness (PHEP);
2. Assistant Secretary for Preparedness and Response's (ASPR) Hospital Preparedness Program (HPP); and
3. State General Fund Pandemic Influenza (GF Pan Flu).

Collectively, this funding is intended to enhance day-to-day response plans and prepare for public health and/or medical emergencies. CDPH will enter into a five-year grant agreement with Local Health Jurisdictions (LHJ) covering the period July 1, 2022 to June 30, 2027. LHJs can apply for each funding source, as applicable (*see Attachment 2*). Following is a description of each funding source and their intended use.

CDC PHEP
PHEP funding is intended to build public health preparedness and response capabilities nationwide. CDPH is providing PHEP funding to LHJs within California to build and strengthen their abilities to effectively respond to a range of public health threats, including infectious diseases, natural disasters, and biological, chemical, nuclear, and radiological events. Preparedness activities funded with PHEP should specifically target the development of emergency-ready public health departments that are flexible and adaptable. For additional information, please visit the website for CDC's State and Local Readiness PHEP.

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Lab
Public Health Laboratory funding is carved from PHEP funding to support local public health laboratories to maintain their Laboratory Response Network (LRN-B) capability to detect biological threats and emerging infectious diseases

CRI
Public Health Cities Readiness Initiative funding is intended to enhance preparedness in large metropolitan public health jurisdictions, to effectively respond to large public health emergencies needing life-saving medicines and medical supplies. CRI funding is to develop, test, and maintain plans to quickly receive medical countermeasures from the Strategic National Stockpile and distribute them to local communities.

ASPR HPP
HPP funding is intended to improve capacity of the health care system to plan for and respond to large-scale emergencies and disasters. CDPH is providing HPP funding to local public health jurisdictions within California to development and sustain health care coalitions (HCCs). HCCs consist of core members from health care, public health, emergency medical services and emergency management organizations plus additional members that support the health care delivery system. HCCs partner to prepare health care systems to respond to emergencies and disasters, with an aim to improve patient outcomes during disasters and to minimize the need for state and federal resources. For additional information, please visit the website for ASPR's HPP.

GF Pan Flu
GF Pan Flu funding is intended to enhance LHJs readiness to respond to an infectious disease outbreak. GF Pan Flu funding compliments and supports PHEP and HPP funding goals while expanding the planning, training, and exercising of mass vaccinations in response to an infectious disease outbreak.

Funding:

Funding for the five-year grant period is approved on an annual basis. The funding allocations for HPP are an estimate based on FY 2021-22 allocations as ASPR has not released final allocations for FY 2022-23 (see Attachment 1). The total grant agreement will be based on the allocations listed in Attachment 1 and multiplied by five years.

Funding of local public health jurisdictions is contingent on CDPH-EPO receiving federal and State funds each fiscal year. CDPH-EPO will release local allocations and funding guidance (see Attachment 4) along with FY 22-23 budget templates annually to local public health jurisdictions for all emergency preparedness for public health and the health care delivery system grants prior to the start of the next fiscal year.

Application Submission Requirements:

1. Complete and submit a Letter of Intent (*Attachment 2*) and Project Representative information *(Attachment 3)* and email to LHBTProg@cdph.ca.gov by **April 19, 2022**.

2. Complete an Application package, starting with Attachments 4I-4M, as applicable, and submit to CDPH at: LHBTProg@cdph.ca.gov by **May 20, 2022**.

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Upon receipt of attachments 2 & 3, your assigned contract manager will finalize your grant agreement and will send to your LHJ for review and approval. As a reminder, LHJs are not to begin work under this RFA until there is a fully executed grant agreement.

We look forward to collaborating on these activities with your LHJ. EPO will host an application webinar on April 19th and 20th, 2022 to go over the requirements and activities of these funding sources. If you have any questions or need further clarification, please reach out to your EPO Contract Manager.

Sincerely,



On behalf of
Melissa Relles
Assistant Deputy Director
Emergency Preparedness Office
California Department of Public Health

Attachments
Attachment 1: Local Allocation Tables
Attachment 2: Letter of Intent
Attachment 3: Project Representatives
Attachment 4: Funding Guidance:

A. *PHEP Workplan*
B. *HPP Workplan*
C. *Pan Flu Workplan*
D. *Multi-County LEMSA Workplan*
E. *PHEP Budget (CRI & Lab)*
F. *HPP Budget*
G. *Pan Flu Budget*
H. *Budget Personnel Summary*
I. *Contact Information*
J. *Gov. Agency Taxpayer ID Form*
K. *Fiscal Corrective Action Plan (CAP)*
L. *Inventory Disposal Schedule*
M. *Lab Training & Assistance Application*

cc: CCLHO and CHEAC

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

California Department of Public Health
Emergency Preparedness Office

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

Attachment 1 v1

FY 22-23 Total Grant Summary						
Local Health Department	**DRAFT HPP Allocation**	**PHEP Allocation**	**CRI Allocation**	**Lab Allocation**	**Pan Flu Allocation**	**FY 22-23 Total** (all grants)
ALAMEDA	*$456,863*	$0	$0	$0	$0	$456,863
ALAMEDA (minus Berkeley)	*$0*	$886,064	$374,873	$0	$110,721	$1,371,658
ALPINE	*$125,115*	$110,572	$0	$0	$60,037	$295,724
AMADOR	*$129,233*	$128,838	$0	$0	$61,231	$319,302
BERKELEY	*$0*	$168,847	$28,426	$0	$63,846	$261,119
BUTTE	*$159,987*	$212,144	$0	$0	$66,676	$438,807
CALAVERAS	*$129,981*	$132,698	$0	$0	$61,483	$324,162
COLUSA	*$123,844*	$121,213	$0	$0	$60,733	$305,790
CONTRA COSTA	*$356,150*	$691,535	$280,907	$0	$98,007	$1,426,599
DEL NORTE	*$111,690*	$123,582	$0	$0	$60,888	$296,160
EL DORADO	*$164,137*	$208,461	$47,561	$0	$66,435	$486,594
FRESNO	*$316,642*	$627,440	$249,946	$281,933	$93,818	$1,569,779
GLENN	*$125,333*	$124,958	$0	$0	$60,978	$311,269
HUMBOLDT	*$132,504*	$175,948	$0	$281,933	$64,310	$654,695
IMPERIAL	*$162,268*	$203,760	$0	$0	$66,128	$432,156
INYO	*$122,675*	$119,356	$0	$0	$60,611	$302,642
KERN	*$308,139*	$570,747	$0	$0	$90,113	$968,999
KINGS	*$141,527*	$186,881	$0	$0	$65,025	$393,433
LAKE	*$119,100*	$142,225	$0	$0	$62,106	$323,431
LASSEN	*$130,523*	$123,896	$0	$0	$60,908	$315,327
LONG BEACH	*$0*	$0	$0	$0	$75,407	$75,407
LOS ANGELES (minus Long Beach & Pasadena)	*$0*	$0	$0	$0	$370,662	$370,662
MADERA	*$142,715*	$189,870	$0	$0	$65,220	$397,805
MARIN	*$176,640*	$239,916	$62,755	$0	$68,491	$547,802
MARIPOSA	*$127,041*	$119,091	$0	$0	$60,594	$306,726
MENDOCINO	*$142,362*	$153,681	$0	$0	$62,855	$358,898
MERCED	*$182,061*	$253,555	$0	$0	$69,382	$504,998
MODOC	*$126,901*	$114,783	$0	$0	$60,313	$301,997
MONO	*$121,619*	$116,701	$0	$0	$60,438	$298,758
MONTEREY	*$212,607*	$330,405	$0	$0	$74,405	$617,417

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

California Department of Public Health
Emergency Preparedness Office

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

Attachment 1 v1

FY 22-23 Total Grant Summary

Local Health Department	DRAFT HPP Allocation	PHEP Allocation	CRI Allocation	Lab Allocation	Pan Flu Allocation	FY 22-23 Total (all grants)
NAPA	*$152,573*	$179,368	$0	$0	$64,534	$396,475
NEVADA	*$138,912*	$159,122	$0	$0	$63,210	$361,244
ORANGE	*$756,790*	$1,699,476	$767,786	$281,933	$163,882	$3,669,867
PASADENA	*$0*	$0	$0	$0	$64,786	$64,786
PLACER	*$200,519*	$314,114	$98,596	$0	$73,340	$686,569
PLUMAS	*$128,629*	$119,130	$0	$0	$60,597	$308,356
RIVERSIDE	*$616,698*	$1,347,028	$597,539	$0	$140,847	$2,702,112
SACRAMENTO	*$437,716*	$896,740	$380,030	$281,933	$111,418	$2,107,837
SAN BENITO	*$137,726*	$142,017	$15,465	$0	$62,092	$357,300
SAN BERNARDINO	*$516,858*	$1,206,643	$529,727	$281,933	$131,672	$2,666,833
SAN DIEGO	*$789,169*	$1,780,938	$807,137	$281,933	$169,206	$3,828,383
SAN FRANCISCO	*$300,290*	$550,999	$213,022	$0	$88,822	$1,153,133
SAN JOAQUIN	*$281,964*	$504,896	$0	$281,933	$85,809	$1,154,602
SAN LUIS OBISPO	*$179,324*	$246,669	$0	$281,933	$68,932	$776,858
SAN MATEO	*$278,301*	$495,678	$186,300	$0	$85,206	$1,045,485
SANTA BARBARA	*$213,379*	$332,348	$0	$0	$74,532	$620,259
SANTA CLARA	*$512,470*	$1,084,809	$470,876	$281,933	$123,710	$2,473,798
SANTA CRUZ	*$177,309*	$241,600	$0	$0	$68,601	$487,510
SHASTA	*$155,005*	$199,608	$0	$281,933	$65,856	$702,402
SIERRA	*$125,639*	$111,607	$0	$0	$60,105	$297,351
SISKIYOU	*$128,268*	$132,342	$0	$0	$61,460	$322,070
SOLANO	*$212,850*	$331,015	$0	$0	$74,445	$618,310
SONOMA	*$222,001*	$354,037	$0	$281,933	$75,949	$933,920
STANISLAUS	*$189,229*	$390,204	$0	$0	$78,313	$657,746
SUTTER	*$139,678*	$161,049	$0	$0	$63,336	$364,063
TEHAMA	*$132,479*	$142,938	$0	$0	$62,153	$337,570
TRINITY	*$127,711*	$116,822	$0	$0	$60,446	$304,979
TULARE	*$207,473*	$352,790	$0	$281,933	$75,868	$918,064
TUOLUMNE	*$135,711*	$136,946	$0	$0	$61,761	$334,418

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

California Department of Public Health
Emergency Preparedness Office

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

Attachment 1 v1

FY 22-23 Total Grant Summary						
Local Health Department	**DRAFT HPP Allocation**	**PHEP Allocation**	**CRI Allocation**	**Lab Allocation**	**Pan Flu Allocation**	**FY 22-23 Total** (all grants)
VENTURA	*$292,319*	$530,947	$0	$0	$87,511	$910,777
YOLO	*$168,572*	$219,619	$52,951	$0	$67,164	$508,306
YUBA	*$135,295*	$150,021	$0	$0	$62,616	$347,932
Multi-County LEMSAs	*$280,635*	$0	$0	$0	$0	$280,635
Lab Training & Assistance	*$0*	$0	$0	$406,500	$0	$406,500
TOTALS	*$13,019,153*	$21,208,687	$5,163,897	$3,789,696	$4,960,000	$48,141,433

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

California Department of Public Health
Emergency Preparedness Office

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

Attachment 1 v1

DRAFT FY 22-23 HPP Allocations (Base: $125,000)

Local Health Department	Population	21-22 Allocation	22-23 Allocation	Multi-County LEMSA Amount	Multi-County LEMSA	Final 22-23 Allocation	*Change*
ALAMEDA	1,656,591	$457,596	$456,863	$0		*$456,863*	*-$733*
ALPINE	1,135	$125,115	$125,227	$112	Mountain Valley EMS	*$125,115*	*$0*
AMADOR	37,377	$129,245	$132,488	$3,255	Mountain Valley EMS	*$129,233*	*-$12*
BUTTE	202,669	$161,248	$165,600	$5,613	Sierra-Sac Valley EMS	*$159,987*	*-$1,261*
CALAVERAS	45,036	$129,921	$134,022	$4,041	Mountain Valley EMS	*$129,981*	*$60*
COLUSA	22,248	$123,747	$129,457	$5,613	Sierra-Sac Valley EMS	*$123,844*	*$97*
CONTRA COSTA	1,153,854	$354,628	$356,150	$0		*$356,150*	*$1,522*
DEL NORTE	26,949	$111,725	$130,399	$18,709	North Coast EMS	*$111,690*	*-$35*
EL DORADO	195,362	$163,464	$164,137	$0		*$164,137*	*$673*
FRESNO	1,026,681	$314,678	$330,674	$14,032	Central California EMS	*$316,642*	*$1,964*
GLENN	29,679	$125,240	$130,946	$5,613	Sierra-Sac Valley EMS	*$125,333*	*$93*
HUMBOLDT	130,851	$132,826	$151,213	$18,709	North Coast EMS	*$132,504*	*-$322*
IMPERIAL	186,034	$162,578	$162,268	$0		*$162,268*	*-$310*
INYO	18,563	$122,655	$128,719	$6,044	ICEMA	*$122,675*	*$20*
KERN	914,193	$307,648	$308,139	$0		*$308,139*	*$491*
KINGS	152,543	$141,545	$155,559	$14,032	Central California EMS	*$141,527*	*-$18*
LAKE	63,940	$119,039	$137,809	$18,709	North Coast EMS	*$119,100*	*$61*
LASSEN	27,572	$130,739	$130,523	$0		*$130,523*	*-$216*
MADERA	158,474	$142,449	$156,747	$14,032	Central California EMS	*$142,715*	*$266*
MARIN	257,774	$176,921	$176,640	$0		*$176,640*	*-$281*
MARIPOSA	18,037	$127,024	$128,613	$1,572	Mountain Valley EMS	*$127,041*	*$17*
MENDOCINO	86,669	$142,507	$142,362	$0		*$142,362*	*-$145*
MERCED	284,836	$181,438	$182,061	$0		*$182,061*	*$623*
MODOC	9,491	$126,905	$126,901	$0		*$126,901*	*-$4*
MONO	13,295	$121,636	$127,663	$6,044	ICEMA	*$121,619*	*-$17*
MONTEREY	437,318	$212,814	$212,607	$0		*$212,607*	*-$207*

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California Department of Public Health
Emergency Preparedness Office

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

Attachment 1 v1

DRAFT FY 22-23 HPP Allocations (Base: $125,000)							
Local Health Department	**Population**	**21-22 Allocation**	**22-23 Allocation**	**Multi-County LEMSA Amount**	**Multi-County LEMSA**	**Final 22-23 Allocation**	*Change*
NAPA	137,637	$152,687	$152,573	$0		*$152,573*	*-$114*
NEVADA	97,466	$138,918	$144,525	$5,613	Sierra-Sac Valley EMS	*$138,912*	*-$6*
ORANGE	3,153,764	$760,862	$756,790	$0		*$756,790*	*-$4,072*
PLACER	404,994	$199,750	$206,132	$5,613	Sierra-Sac Valley EMS	*$200,519*	*$769*
PLUMAS	18,116	$128,635	$128,629	$0		*$128,629*	*-$6*
RIVERSIDE	2,454,453	$611,165	$616,698	$0		*$616,698*	*$5,533*
SACRAMENTO	1,561,014	$434,611	$437,716	$0		*$437,716*	*$3,105*
SAN BENITO	63,526	$137,412	$137,726	$0		*$137,726*	*$314*
SAN BERNARDINO	2,175,909	$515,019	$560,897	$44,039	ICEMA	*$516,858*	*$1,839*
SAN DIEGO	3,315,404	$790,527	$789,171	$0		*$789,169*	*-$1,358*
SAN FRANCISCO	875,010	$303,717	$300,290	$0		*$300,290*	*-$3,427*
SAN JOAQUIN	783,534	$278,999	$281,964	$0		*$281,964*	*$2,965*
SAN LUIS OBISPO	271,172	$180,191	$179,324	$0		*$179,324*	*-$867*
SAN MATEO	765,245	$278,922	$278,301	$0		*$278,301*	*-$621*
SANTA BARBARA	441,172	$214,943	$213,379	$0		*$213,379*	*-$1,564*
SANTA CLARA	1,934,171	$515,550	$512,470	$0		*$512,470*	*-$3,080*
SANTA CRUZ	261,115	$178,992	$177,309	$0		*$177,309*	*-$1,683*
SHASTA	177,797	$154,829	$160,618	$5,613	Sierra-Sac Valley EMS	*$155,005*	*$176*
SIERRA	3,189	$125,637	$125,639	$0		*$125,639*	*$2*
SISKIYOU	44,330	$128,238	$133,881	$5,613	Sierra-Sac Valley EMS	*$128,268*	*$30*
SOLANO	438,527	$212,631	$212,850	$0		*$212,850*	*$219*
SONOMA	484,207	$223,133	$222,001	$0		*$222,001*	*-$1,132*
STANISLAUS	555,968	$188,871	$236,376	$47,147	Mountain Valley EMS	*$189,229*	*$358*
SUTTER	101,289	$139,443	$145,291	$5,613	Sierra-Sac Valley EMS	*$139,678*	*$235*
TEHAMA	65,354	$132,352	$138,092	$5,613	Sierra-Sac Valley EMS	*$132,479*	*$127*
TRINITY	13,535	$127,697	$127,711	$0		*$127,711*	*$14*
TULARE	481,733	$206,513	$221,505	$14,032	Central California EMS	*$207,473*	*$960*
TUOLUMNE	53,465	$135,932	$135,711	$0		*$135,711*	*-$221*

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Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

California Department of Public Health
Emergency Preparedness Office

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

Attachment 1 v1

DRAFT FY 22-23 HPP Allocations (Base: $125,000)							
Local Health Department	**Population**	**21-22 Allocation**	**22-23 Allocation**	**Multi-County LEMSA Amount**	**Multi-County LEMSA**	**Final 22-23 Allocation**	*Change*
VENTURA	835,223	$292,785	$292,319	$0		*$292,319*	*-$466*
YOLO	217,500	$169,133	$168,572	$0		*$168,572*	*-$561*
YUBA	79,407	$135,091	$140,908	$5,613	Sierra-Sac Valley EMS	*$135,295*	*$204*
TOTALS	29,422,397	12,738,516	13,019,155	**280,635**		**$12,738,518**	

Population	29,422,397
Local HPP Allocation	**$13,019,153** DRAFT
Local Base Allocation	$125,000

Multi-County LEMSA Allocation	**Total**
Central California EMS	*$56,127*
Mountain Valley EMS	*$56,127*
Sierra-Sac Valley EMS	*$56,127*
North Coast EMS	*$56,127*
ICEMA	*$56,127*
Total	**$280,635**

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

California Department of Public Health
Emergency Preparedness Office

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

Attachment 1 v1

FY 22-23 PHEP Allocations (Base: $110,000)					
Local Health Department	**Population**	**21-22 Allocation**	**22-23 Allocation**	**Final 22-23 Allocation**	*Change*
ALAMEDA (minus Berkeley)	1,539,830	$898,389	$886,064	**$886,064**	*-12,325*
ALPINE	1,135	$110,585	$110,572	**$110,572**	*-13*
AMADOR	37,377	$129,185	$128,838	**$128,838**	*-347*
BERKELEY	116,761	$172,419	$168,847	**$168,847**	*-3,572*
BUTTE	202,669	$217,083	$212,144	**$212,144**	*-4,939*
CALAVERAS	45,036	$132,926	$132,698	**$132,698**	*-228*
COLUSA	22,248	$121,153	$121,213	**$121,213**	*60*
CONTRA COSTA	1,153,854	$697,407	$691,535	**$691,535**	*-5,872*
DEL NORTE	26,949	$123,900	$123,582	**$123,582**	*-318*
EL DORADO	195,362	$208,393	$208,461	**$208,461**	*68*
FRESNO	1,026,681	$631,106	$627,440	**$627,440**	*-3,666*
GLENN	29,679	$124,971	$124,958	**$124,958**	*-13*
HUMBOLDT	130,851	$177,879	$175,948	**$175,948**	*-1,931*
IMPERIAL	186,034	$206,127	$203,760	**$203,760**	*-2,367*
INYO	18,563	$119,463	$119,356	**$119,356**	*-107*
KERN	914,193	$577,229	$570,747	**$570,747**	*-6,482*
KINGS	152,543	$188,219	$186,881	**$186,881**	*-1,338*
LAKE	63,940	$142,610	$142,225	**$142,225**	*-385*
LASSEN	27,572	$124,682	$123,896	**$123,896**	*-786*
MADERA	158,474	$190,530	$189,870	**$189,870**	*-660*
MARIN	257,774	$242,818	$239,916	**$239,916**	*-2,902*
MARIPOSA	18,037	$119,200	$119,091	**$119,091**	*-109*
MENDOCINO	86,669	$154,783	$153,681	**$153,681**	*-1,102*
MERCED	284,836	$254,372	$253,555	**$253,555**	*-817*
MODOC	9,491	$114,873	$114,783	**$114,783**	*-90*
MONO	13,295	$116,856	$116,701	**$116,701**	*-155*
MONTEREY	437,318	$334,635	$330,405	**$330,405**	*-4,230*

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

California Department of Public Health
Emergency Preparedness Office

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

Attachment 1 v1

FY 22-23 PHEP Allocations (Base: $110,000)					
Local Health Department	**Population**	**21-22 Allocation**	**22-23 Allocation**	**Final 22-23 Allocation**	*Change*
NAPA	137,637	$180,825	$179,368	**$179,368**	*-1,457*
NEVADA	97,466	$159,961	$159,122	**$159,122**	*-839*
ORANGE	3,153,764	$1,736,591	$1,699,476	**$1,699,476**	*-37,115*
PLACER	404,994	$315,574	$314,114	**$314,114**	*-1,460*
PLUMAS	18,116	$119,298	$119,130	**$119,130**	*-168*
RIVERSIDE	2,454,453	$1,353,650	$1,347,028	**$1,347,028**	*-6,622*
SACRAMENTO	1,561,014	$902,010	$896,740	**$896,740**	*-5,270*
SAN BENITO	63,526	$141,751	$142,017	**$142,017**	*266*
SAN BERNARDINO	2,175,909	$1,220,355	$1,206,643	**$1,206,643**	*-13,712*
SAN DIEGO	3,315,404	$1,812,475	$1,780,941	**$1,780,938**	*-31,537*
SAN FRANCISCO	875,010	$567,173	$550,999	**$550,999**	*-16,174*
SAN JOAQUIN	783,534	$503,942	$504,896	**$504,896**	*954*
SAN LUIS OBISPO	271,172	$251,184	$246,669	**$246,669**	*-4,515*
SAN MATEO	765,245	$503,745	$495,678	**$495,678**	*-8,067*
SANTA BARBARA	441,172	$340,082	$332,348	**$332,348**	*-7,734*
SANTA CLARA	1,934,171	$1,109,058	$1,084,809	**$1,084,809**	*-24,249*
SANTA CRUZ	261,115	$248,115	$241,600	**$241,600**	*-6,515*
SHASTA	177,797	$200,663	$199,608	**$199,608**	*-1,055*
SIERRA	3,189	$111,630	$111,607	**$111,607**	*-23*
SISKIYOU	44,330	$132,640	$132,342	**$132,342**	*-298*
SOLANO	438,527	$334,167	$331,015	**$331,015**	*-3,152*
SONOMA	484,207	$361,031	$354,037	**$354,037**	*-6,994*
STANISLAUS	555,968	$393,992	$390,204	**$390,204**	*-3,788*
SUTTER	101,289	$161,303	$161,049	**$161,049**	*-254*
TEHAMA	65,354	$143,164	$142,938	**$142,938**	*-226*
TRINITY	13,535	$116,899	$116,822	**$116,822**	*-77*
TULARE	481,733	$354,410	$352,790	**$352,790**	*-1,620*
TUOLUMNE	53,465	$137,964	$136,946	**$136,946**	*-1,018*

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California Department of Public Health
Emergency Preparedness Office

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

Attachment 1 v1

FY 22-23 PHEP Allocations (Base: $110,000)					
Local Health Department	**Population**	**21-22 Allocation**	**22-23 Allocation**	**Final 22-23 Allocation**	*Change*
VENTURA	835,223	$539,207	$530,947	**$530,947**	*-8,260*
YOLO	217,500	$222,895	$219,619	**$219,619**	*-3,276*
YUBA	79,407	$150,170	$150,021	**$150,021**	*-149*
TOTALS	29,422,397	$21,457,717	$21,208,690	**$21,208,687**	

Population	29,422,397
Local PHEP Allocation	$24,998,383
Local Lab	$3,789,696
TOTAL Local PHEP Allocation (less Lab)	**$21,208,687**
Local Base Allocation	$110,000

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

California Department of Public Health
Emergency Preparedness Office

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

Attachment 1 v1

FY 22-23 CRI Allocations					
Local Health Department	**Population**	**21-22 Allocation**	**22-23 Allocation**	**Final 22-23 Allocation**	*change*
ALAMEDA (minus Berkeley)	1,539,830	$331,121	$374,873	**$374,873**	*43,752*
BERKELEY	116,761	$26,216	$28,426	**$28,426**	*2,210*
CONTRA COSTA	1,153,854	$246,709	$280,907	**$280,907**	*34,198*
EL DORADO	195,362	$41,325	$47,561	**$47,561**	*6,236*
FRESNO	1,026,681	$218,863	$249,946	**$249,946**	*31,083*
MARIN	257,774	$55,783	$62,755	**$62,755**	*6,972*
ORANGE	3,153,764	$683,164	$767,786	**$767,786**	*84,622*
PLACER	404,994	$86,341	$98,596	**$98,596**	*12,255*
RIVERSIDE	2,454,453	$522,330	$597,539	**$597,539**	*75,209*
SACRAMENTO	1,561,014	$332,642	$380,030	**$380,030**	*47,388*
SAN BENITO	63,526	$13,336	$15,465	**$15,465**	*2,129*
SAN BERNARDINO	2,175,909	$466,346	$529,727	**$529,727**	*63,381*
SAN DIEGO	3,315,404	$715,035	$807,138	**$807,137**	*92,102*
SAN FRANCISCO	875,010	$192,012	$213,022	**$213,022**	*21,010*
SAN MATEO	765,245	$165,372	$186,300	**$186,300**	*20,928*
SANTA CLARA	1,934,171	$419,602	$470,876	**$470,876**	*51,274*
YOLO	217,500	$47,416	$52,951	**$52,951**	*5,535*
TOTALS	21,211,252	$4,563,613	$5,163,898	**$5,163,897**	

Population	21,211,252
Local CRI Allocation	**$5,163,897**

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

California Department of Public Health
Emergency Preparedness Office

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

Attachment 1 v1

FY 22-23 Lab Allocations				
Local Health Department	**22-23 Allocation**	**22-23 Lab Trainee**	**22-23 Lab Assistance**	**Final 22-23 Allocation**
FRESNO	$281,933	$0	$0	**$281,933**
HUMBOLDT	$281,933	$0	$0	**$281,933**
ORANGE	$281,933	$0	$0	**$281,933**
SACRAMENTO	$281,933	$0	$0	**$281,933**
SAN BERNARDINO	$281,933	$0	$0	**$281,933**
SAN DIEGO	$281,933	$0	$0	**$281,933**
SAN JOAQUIN	$281,933	$0	$0	**$281,933**
SAN LUIS OBISPO	$281,933	$0	$0	**$281,933**
SANTA CLARA	$281,933	$0	$0	**$281,933**
SHASTA	$281,933	$0	$0	**$281,933**
SONOMA	$281,933	$0	$0	**$281,933**
TULARE	$281,933	$0	$0	**$281,933**
TOTALS	$3,383,196	$0.00	$0.00	**$3,383,196**

Pending Allocation

Local LRN-B Labs	12	
Local Lab Allocation	**$3,383,196**	
*Lab Trainee & Assist.	$406,500	$406,500
TOTAL Lab	$3,789,696	

*Lab Trainee and Assistance funds to train microbiologist.

1) Allocated during application approval process.

2) Refer to Local Funding Guidance, Attachment for Lab Trainee and Assistance.

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

California Department of Public Health
Emergency Preparedness Office

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

Attachment 1 v1

FY 22-23 Pan Flu Allocations (Base: $60,000)		
Local Health Department	**Population**	**Final 22-23 Allocation**
ALAMEDA (minus Berkeley)	1,539,830	**$110,721**
ALPINE	1,135	**$60,037**
AMADOR	37,377	**$61,231**
BERKELEY	116,761	**$63,846**
BUTTE	202,669	**$66,676**
CALAVERAS	45,036	**$61,483**
COLUSA	22,248	**$60,733**
CONTRA COSTA	1,153,854	**$98,007**
DEL NORTE	26,949	**$60,888**
EL DORADO	195,362	**$66,435**
FRESNO	1,026,681	**$93,818**
GLENN	29,679	**$60,978**
HUMBOLDT	130,851	**$64,310**
IMPERIAL	186,034	**$66,128**
INYO	18,563	**$60,611**
KERN	914,193	**$90,113**
KINGS	152,543	**$65,025**
LAKE	63,940	**$62,106**
LASSEN	27,572	**$60,908**
LONG BEACH	467,730	**$75,407**
LOS ANGELES (minus Long Beach & Pasadena)	9,431,422	**$370,662**
MADERA	158,474	**$65,220**
MARIN	257,774	**$68,491**
MARIPOSA	18,037	**$60,594**
MENDOCINO	86,669	**$62,855**
MERCED	284,836	**$69,382**
MODOC	9,491	**$60,313**
MONO	13,295	**$60,438**
MONTEREY	437,318	**$74,405**

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California Department of Public Health
Emergency Preparedness Office

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

Attachment 1 v1

FY 22-23 Pan Flu Allocations (Base: $60,000)		
Local Health Department	**Population**	**Final 22-23 Allocation**
NAPA	137,637	**$64,534**
NEVADA	97,466	**$63,210**
ORANGE	3,153,764	**$163,882**
PASADENA	145,306	**$64,786**
PLACER	404,994	**$73,340**
PLUMAS	18,116	**$60,597**
RIVERSIDE	2,454,453	**$140,847**
SACRAMENTO	1,561,014	**$111,418**
SAN BENITO	63,526	**$62,092**
SAN BERNARDINO	2,175,909	**$131,672**
SAN DIEGO	3,315,404	**$169,206**
SAN FRANCISCO	875,010	**$88,822**
SAN JOAQUIN	783,534	**$85,809**
SAN LUIS OBISPO	271,172	**$68,932**
SAN MATEO	765,245	**$85,206**
SANTA BARBARA	441,172	**$74,532**
SANTA CLARA	1,934,171	**$123,710**
SANTA CRUZ	261,115	**$68,601**
SHASTA	177,797	**$65,856**
SIERRA	3,189	**$60,105**
SISKIYOU	44,330	**$61,460**
SOLANO	438,527	**$74,445**
SONOMA	484,207	**$75,949**
STANISLAUS	555,968	**$78,313**
SUTTER	101,289	**$63,336**
TEHAMA	65,354	**$62,153**
TRINITY	13,535	**$60,446**
TULARE	481,733	**$75,868**
TUOLUMNE	53,465	**$61,761**

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

California Department of Public Health
Emergency Preparedness Office

FY 2022-23 Local Grant Allocations
Grant Period: 01/07/2022 to 06/30/2023

Attachment 1 v1

FY 22-23 Pan Flu Allocations (Base: $60,000)		
Local Health Department	**Population**	**Final 22-23 Allocation**
VENTURA	835,223	**$87,511**
YOLO	217,500	**$67,164**
YUBA	79,407	**$62,616**
TOTALS	39,466,855	**$4,960,000**

Population	39,466,855
Pan Flu Allocation	**$4,960,000**
Base Allocation	$60,000

CA Department of Finance
Population Estimates
Report E-1
Released: January 1, 2021

Local Health Department	22-23 Population
ALAMEDA	1,656,591
ALAMEDA (minus Berkeley)	1,539,830
ALPINE	1,135
AMADOR	37,377
BERKELEY	116,761
BUTTE	202,669
CALAVERAS	45,036
COLUSA	22,248
CONTRA COSTA	1,153,854
DEL NORTE	26,949
EL DORADO	195,362
FRESNO	1,026,681
GLENN	29,679
HUMBOLDT	130,851
IMPERIAL	186,034
INYO	18,563
KERN	914,193
KINGS	152,543
LAKE	63,940
LASSEN	27,572
LONG BEACH	467,730
LOS ANGELES (minus Long Beach & Pasadena)	9,431,422
MADERA	158,474
MARIN	257,774
MARIPOSA	18,037
MENDOCINO	86,669
MERCED	284,836
MODOC	9,491
MONO	13,295
MONTEREY	437,318

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CA Department of Finance
Population Estimates
Report E-1
Released: January 1, 2021

Local Health Department	22-23 Population
NAPA	137,637
NEVADA	97,466
ORANGE	3,153,764
PASADENA	145,306
PLACER	404,994
PLUMAS	18,116
RIVERSIDE	2,454,453
SACRAMENTO	1,561,014
SAN BENITO	63,526
SAN BERNARDINO	2,175,909
SAN DIEGO	3,315,404
SAN FRANCISCO	875,010
SAN JOAQUIN	783,534
SAN LUIS OBISPO	271,172
SAN MATEO	765,245
SANTA BARBARA	441,172
SANTA CLARA	1,934,171
SANTA CRUZ	261,115
SHASTA	177,797
SIERRA	3,189
SISKIYOU	44,330
SOLANO	438,527
SONOMA	484,207
STANISLAUS	555,968
SUTTER	101,289
TEHAMA	65,354
TRINITY	13,535
TULARE	481,733
TUOLUMNE	53,465

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CA Department of Finance
Population Estimates
Report E-1
Released: January 1, 2021

Local Health Department	22-23 Population
VENTURA	835,223
YOLO	217,500
YUBA	79,407
TOTAL	**39,466,855**

California 39,466,855

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Letter of Intent

Emergency Preparedness Office
Public Health and Medical Emergency Preparedness Program
Local Implementing Agency Funding Application

Fiscal Years (FY) FY 2022-23 through FY 2026-27
(July 1, 2022 to June 30, 2027)

Complete and email this form by 4:00pm April 19, 2022 to: LHBTProg@cdph.ca.gov

Emergency Preparedness Office
California Department of Public Health

1) Please complete the fields below for your Agency:

Project Representative:
Title:
Agency:
Address:
Telephone:
Email:

2) Please check the boxes below that indicate the funding source your Agency will apply.

- ☐ a) Public Health Emergency Preparedness (PHEP)
- ☐ b) Hospital Preparedness Program (HPP)
- ☐ c) Pandemic Influenza (Pan Flu)
- ☐ d) PHEP & Cities Readiness Initiative (CRI)
- ☐ e) PHEP & Laboratory (Lab)
- ☐ f) PHEP, CRI & Lab

3) Please complete the fields below in order to expedite processing your agreement.

Does your Agency require a board resolution for a new agreement?	
When are your scheduled board meeting dates between May and September 2022?	
Does your Agency require the contract be in hand to get on the Agenda?	
When do you need the contract? (i.e. two weeks before, one month before, etc.)	

4) By signing below,your Agency agrees to prepare the required documents for this funding application.

Signature of Project Director or Designee **Date**

Printed name

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment 3

G.2.g

PROJECT REPRESENTATIVES The Project Representatives during the term of this agreement will be:

California Department of Public Health	Grantee:
	Name:
	Address:
	City, ZIP:
	Phone:
	Email:

Direct all inquiries to the following representatives:

California Department of Public Health	Grantee:
	Name:
	Address:
	City, ZIP:
	Phone:
	Email:

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee:
Attention:
Address:
City, ZIP:
Phone:
Email:

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Attachment 4

Fiscal Year (FY) 2022 – 2027
Funding Guidance

Public Health and Health Care Coalition Emergency Preparedness Guidance

California Department of Public Health

Emergency Preparedness Office

Emergency Preparedness Office
California Department of Public Health
1615 Capitol Avenue, Suite 73.516
PO Box 997377, MS 7204
Sacramento, CA 95899

This material was produced by the California Department of Public Health's Emergency Preparedness Office with funding from the CDC, ASPR and California as Pandemic Influenza. This document contains both Federal and State dates and requirements that are subject to change due to emergency response efforts. Notification of such changes will be provided upon receipt.

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

TIMELINE

DATE	ACTIVITY
April 12, 2022	Funding Application Package release
April 19, 2022	Letter of Intent (Attachment 2) and Project Representative information (Attachment 3)
April 19 & 20, 2022	Application Webinar, all LHD call
May 20, 2022	Application Package
June 2022	Application Approval Letter
July 1, 2022	Five-Year Grant Agreement begins

Application Package Checklist

Application Document	Completed
All Grants	
Annual Single Audit of FY 21-22	
Budget Personnel Summary FY 22-23 (Attachment H)	
Contact Information FY 22-23 (Attachment I)	
Gov. Agency Taxpayer ID Form (Attachment J)	
Public Health Emergency Preparedness (PHEP)	
PHEP Workplan FY 22-23 (Attachment A)	
PHEP Budget FY 22-23 (Attachment E)	
Hospital Preparedness Program (HPP)	
HPP Workplan FY 22-23 (Attachment B)	
HPP Budget FY 22-23 (Attachment F)	
Pandemic Influenza (Pan Flu)	
Pan Flu Workplan FY 22-23 (Attachment C)	
Pan Flu Budget FY 22-23 (Attachment G)	
Cities Readiness Initiative (CRI) Jurisdictions	
PHEP CRI Budget FY 22-23 (Attachment E)	
Laboratory Response Network – Biological (LRN-B) Jurisdictions	
PHEP Lab Budget FY 22-23 (Attachment E)	
Multi-County LEMSA Jurisdictions	
Multi-County LEMSA Workplan FY 22-23 (Attachment D)	
IF Applicable	
Fiscal Corrective Action Plan (CAP) (Attachment K)	
Inventory Disposal Schedule FY 22-23 (Attachment L)	
Lab Training & Assistance Application FY 22-23 (Attachment M)	

Application funding is subject to change at any time because of changes in Federal or State program funding amendments.

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Contents

A. Introduction 4
B. Funding Authorization 4
1. Pandemic and All-Hazards Preparedness and Advancing Innovation (PAHPAI) Act 4
a) PHEP 5
b) HPP 6
c) Pan Flu 6
C. General Information 7
1. Funding Objective 7
2. Funding Amount 7
3. Eligibility 7
D. Grant Agreement Award Process 8
E. Application Instructions 8
1. Intent to Apply 8
2. Application Webinar 8
3. Submission of Application 9
4. Required Application Documents 9
5. FY Allocations 10
a) Local Emergency Medical Services Agency (LEMSA) Allocations 10
b) Cities Readiness Initiative (CRI) 10
c) Local Laboratory Response Network – Biological (LRN-B) 11
6. **If** Applicable 12
7. Application Questions 12
F. Funding Requirements 12
a) Capabilities Planning Guides 12
b) Emergency Preparedness Training Workshop (EPTW) 12
c) Inventory 13
d) Mid-Year and Year End Reporting 13
e) Performance Measures 13
f) Site Visits 13
g) Statewide Medical Health Exercise (SWMHE) 14
G. Additional Information 14
H. Audit 14
I. Continuation Guidance 14

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

A. Introduction

The Emergency Preparedness Office (EPO) of the California Department of Public Health (CDPH) is soliciting applications from all Local Health Departments (LHDs) to provide public health and medical emergency preparedness funding for LHDs to plan, train, exercise and improve local public health and medical emergency response and recovery from a disaster. Funding sources include: the Centers for Disease Control and Prevention (CDC), for Public Health Emergency Preparedness (PHEP) planning, Cities Readiness Initiative (CRI), and Laboratory (Lab); the Assistant Secretary for Preparedness & Response (ASPR) for Hospital Preparedness Program (HPP) planning; and the State of California for Pandemic Influenza (Pan Flu) planning.

This application begins the process by which CDPH-EPO will prepare a five-year agreement. The CDPH-EPO authority for these grant agreements is vested in the California Health and Safety Code, Sections 100150-100236, 100250-100255, 100325-100950, 101315, 101319, 131000-131020, and 131050-131231; Government Code, Sections 8574.48 and 8587.8-8587.9; and California Code of Regulations, Titles 17 and 22. The services in this grant agreement are identified as 100% local assistance funding in our agency's budget and meet the conditions of State Contracting Manual 3.17.

The budget period (BP) for all funding streams begins on July 1st and ends on June 30th of each Fiscal Year (FY). The funding streams included in this Guidance are listed below:

- Public Health Emergency Preparedness (PHEP)
    - Cities Readiness Initiative (PHEP CRI)
    - Laboratory (PHEP Lab)
- Hospital Preparedness Program (HPP)
- Pandemic Influenza (Pan Flu)

B. Funding Authorization

1. Pandemic and All-Hazards Preparedness and Advancing Innovation (PAHPAI) Act

The PAHPAI Act reauthorizes, revises, and establishes several programs and entities relating to public health emergency preparedness and response. Language from the PAHPAI Act reauthorizing PHEP and HPP programs is as follows:

> *TITLE II--IMPROVING PREPAREDNESS AND RESPONSE*
>
> *(Sec. 201) This section reauthorizes through FY2023 and revises the Public Health Emergency Preparedness cooperative-agreement program administered by the Centers*

for Disease Control and Prevention (CDC) to include evaluations using evidence-based benchmarks and objective standards.

(Sec. 202) This section reauthorizes through FY2023 and revises the Hospital Preparedness Program administered by the Office of the Assistant Secretary for Preparedness and Response (ASPR) to require applicants for cooperative agreements under the program to describe the applicant's approach for coordinating services and integrating health data.

a) PHEP

- Awarding Agency: Department of Health and Human Services, Centers for Disease Control and Prevention (CDC)
- Funding Authority: Section 319C-1 of the Public Health Service (PHS) Act (title 47 United States Code (USC) 247d-3a), as amended.
- Award Recipient: California Department of Public Health
- Catalog of Federal Domestic Assistance (CFDA) Number: 93.069 – Public Health Emergency preparedness
- Assistance Type: Cooperative Agreement
- BP3 Grant Number: 5 NU90TP922005-03-00, Award Date: 04/26/2021
- Federal Award Identification Number (FAIN): NU90TP922005
- BP3 Notice of Funding Opportunity (NOFO) Number: CDC-RFA-TP19-1901
- Title of Project: Public Health Emergency Preparedness (PHEP) Cooperative Agreement
- Project Period: From 07/01/2019 through 06/30/2024
- PHEP Federal Project Description: The *Public Health Emergency Preparedness and Response Capabilities: National Standards of State, Local, Tribal, and Territorial Public Health* describes the 15 capability standards for PHEP recipients to strengthen during the 2019-2024 performance period. The capability standards inform the PHEP logic model, which is a high-level description of the PHEP program's general approach that displays "if-then" relationships between the program's strategies, activities, and outcomes. The logic model also highlights priority strategies and activities, provides examples of consequent outputs, and characterizes the intended outcomes that will result from building jurisdictional capabilities.

  PHEP recipients are expected to show measurable progress toward achieving the short-term and long-term outcomes during this five-year performance period. CDC will use its PHEP Operational Readiness Review (ORR) Reporting and Tracking System (PORTS) evaluation process to measure PHEP recipient progress in achieving desired outcomes.

  Subject to the availability of funding, CDC may introduce future projects that support advanced development of key public health preparedness capabilities in high population cities during the 2019-2024 performance period. This future project may support high

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Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

population cities with identifying gaps and strengthening chemical and radiological preparedness.

b) HPP

- Awarding Agency: Department of Health and Human Services, Assistant Secretary for Preparedness & Response (ASPR)
- Funding Authority: Section 319C-2 of the Public Health Services (PHS) Act (title 42 United States Code (USC) 247d-3b), as amended.

  Section 311 of the PHS Act (title 42 USC 243), subject to available funding and other requirements and limitations
- Award Recipient: California Department of Public Health
- Catalog of Federal Domestic Assistance (CFDA) Number: 93.889 – National Bioterrorism Hospital Preparedness
- Assistance Type: Formula Grant
- BP2 Grant Number: 5 U3REP190564-02-00
- Federal Award Identification Number (FAIN): U3REP190564
- BP3 Funding Opportunity Announcement (FOA) Number: EP-U3R-19-001
- Title of Project: Hospital Preparedness Program Cooperative Agreement
- Project Period: From 07/01/2019 through 06/30/2024
- HPP Federal Project Description: ASPR's HPP funding is to strengthen and enhance the acute care medical surge capacity through the maintenance and growth of strong Health Care Coalitions (HCCs) within each HPP-funded state, territory, freely associated state, and locality. HPP funds are to build acute care medical surge capacity by ensuring that HPP recipients focus on objectives and activities that advance progress toward meeting the goals of the four capabilities detailed in the 2017-2022 Health Care Preparedness and Response Capabilities and document progress in establishing or maintaining response-ready health care systems through strong HCCs.

c) Pan Flu

Match to federal funding, authorized by the annual California Budget Act

PROGRAM AUTHORITY 4040-Public Health Emergency Preparedness: Health and Safety Code, Sections 100150-100236, 100250-100255, 100325-100950, 101315, 101319, 131000-131020, and 131050-131231; Government Code, Sections 8574.48 and 8587.8-8587.9; and California Code of Regulations, Titles 17 and 22.

4040010 - Emergency Preparedness

The Public Health Emergency Preparedness program coordinates preparedness and response activities for all public health emergencies, including natural disasters, acts of terrorism, and pandemic diseases. The program plans and supports surge capacity in the

medical care and public health systems to meet needs during emergencies. The program also administers federal and state funds that support Public Health emergency preparedness activities.

C. General Information

1. Funding Objective

CDPH-EPO is issuing a funding application request to Local Health Departments or their designated entity for a five-year grant period from July 1, 2022, to June 30, 2027. CDPH-EPO funds PHEP, HPP, Pan Flu, CRI and Lab to LHDs to complete service delivery within their jurisdiction, and to promote planning and preparedness for a response to all public health and medical emergencies, including natural disasters, acts of terrorism, and infectious diseases. The local emergency preparedness program plans shall support surge capacity in public health systems and the health care delivery system to meet the needs during emergencies.

The objective is to award funding for work with PHEP, HPP, Pan Flu, CRI and Lab eligible LHDs. Successful applicants will use jurisdictional hazard and vulnerability assessments, exercises, and real events to assess gaps, and develop improvement plans to inform and galvanize process improvement. Improvements and updates should be at least every three years and used to inform policy, processes, training and exercising needed to be ready for a public health and/or medical emergency that threats the public's health and the stability of the health care delivery system with a long-term goal of sustaining readiness.

2. Funding Amount

CDPH-EPO will award approximately $48M each FY dependent upon the annual Federal Continuation Guidance and State award. Attachment 1 is the DRAFT Local Allocation table for FY 2022-23 for each LHJ by funding stream. Each FY CDPH-EPO will release the annual Local Allocation table along with State Continuation Guidance based on federal funding authority and State awards. Refer to Continuation Guidance for additional information.

3. Eligibility

Applicants must be a California Local Health Department or Agency or a Local Health Department's designated entity, from here on referred to as Local Health Jurisdiction (LHJ) that meets all the criteria below:

i. Operate within the county they authorize to serve,
ii. Provide proof of non-profit status as part of the response to the Funding Application Request (for example, a copy of your signed 501(c) (3) IRS form),
iii. Address public health and/or medical emergency preparedness and response planning and implementation and sustainment,
iv. Follow the California Public Health and Medical Emergency Operations Manual (EOM), California's Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

v. Demonstrate experience or capacity to provide public health and/or medical emergency preparedness and response planning and implementation to the jurisdiction,
vi. Collaborate and coordinate with public health and medical emergency preparedness response partners and stakeholders representing the diverse assets, diverse populations in order to meet the public health and medical emergency preparedness and response needs of community, including addressing and promoting the following efforts: tribal engagement, at-risk populations and health equity, and
vii. Possess the capacity to adhere to the agreement, fiscal and program reporting requirements of CDPH-EPO, CDC and ASPR.

D. Grant Agreement Award Process

Awarded Grant Agreements will be executed by June 30, 2022, for work to begin on July 1, 2022. CDPH-EPO reserves the right to fund any or none of the applications submitted.

Awards will be made to LHJs, whose applications are determined to be technically complete and whose professional qualifications and experience meet the terms of the Funding Application Package. The selection process may include a request for additional information to support the application. In addition, telephone interviews and/or site visits may take place between the selection processes, grant agreement negotiations, and grant agreement award dates.

E. Application Instructions

1. Intent to Apply

Prospective applicants who intend to apply are required to indicate their intention to apply, by submitting the Letter of Intent and Project Representatives. Failure to submit the mandatory, non-binding Letter of Intent will result in application rejection. The mandatory Letter of Intent is non-binding and prospective applicants are not required to apply merely because a Letter of Intent is submitted.

Submitting a Mandatory, Non-Binding Letter of Intent & Project Representatives
The mandatory, non-binding Letter of Intent and Project Representatives must be received by 4:00 pm (PST) on April 19, 2022. Submit the Letter of Intent via email. Email Subject Line: Letter of Intent for Funding Application FY 2022-2027 to LHBTProg@cdph.ca.gov and cc your Contract Manager.

2. Application Webinar

An Application Webinar will be scheduled in April 19 & 20, 2022. The purpose of the webinar is to review the information in this Funding Application Package and answer any questions applicants have regarding the application process.

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

3. Submission of Application

Submit all required application documents to LHBTProg@CDPH.ca.gov, and cc your Contract Manager, with an email subject line: *LHJ Name* Application documents, in the body of the email list all the attachments included. Application documents 4I-4M are due not later than May 20, 2022.

CDPH-EPO reserves the right to reject any or all applications and/or cancel the grant agreement made under this Funding Application Package. Acceptance of an application is subject to negotiations of an agreement between CDPH-EPO and the applicant.

All materials submitted in response to this Funding Application Package will become the property of CDPH-EPO at the time the application is received. All applicants agree that in applying, they authorize CDPH-EPO to verify any or all claimed information.

All applications must be complete when submitted. CDPH-EPO reserves the right to contact applicants during any application evaluation phase to clarify the content of the application and request changes.

Application will be considered as a representation that:

i. The LHJ and any subcontractor(s) have carefully investigated all conditions which affect, now and in the future, the performance of the work covered by the application,
ii. The LHJ and any subcontractor(s) are fully informed concerning the conditions to be encountered, quantity and quality of work to be performed, and
iii. The LHJ and any subcontractor(s) are familiar with all Federal and State laws that affect the work to be conducted and the persons employed in the work.

Information, Addenda, or Changes

If any clarifications or modifications to this Funding Application Package are necessary, all questions and answers, addenda, or changes will be communicated to the applicant from LHBTProg@cdph.ca.gov. It is the responsibility of applicants to request to join CDPH-EPO emergency preparedness email distribution lists and keep their contact information up to date.

4. Required Application Documents

Complete and submit the required application documents for FY 2022-23. All required application documents for a complete application are included in the checklist on page 2 and detailed below. LHJs work plans and budgets for the current FY will be incorporated into the applicant's five-year agreement.

There are four Workplans; one for each grant (PHEP, HPP and Pan Flu) and one for the Multi-County Local Emergency Medical Services Agencies (MCLEMSA). All local applicants must complete and submit a workplan for each applicable funding stream indicated in Attachment 2 (Letter of Intent). Workplan Instructions are included in Appendix C, this appendix will be updated each FY and be included in the annual Continuation Guidance.

- **Attachment A: PHEP Workplan FY 22-23**

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

- **Attachment B: HPP Workplan FY 22-23**
- **Attachment C: Pan Flu Workplan FY 22-23**
- **Attachment D: Multi-County LEMSA Workplan FY 22-23**

The budget period for all application funding streams is July 1 to June 30. All budgets are based on the annual allocations for the upcoming FY, use Attachment I – DRAFT Local Allocation tables. Budget Instructions are outlined in Appendix A, this appendix will be updated each FY and be included in the annual Continuation Guidance.

- **Attachment E: PHEP Budget FY 22-23**
- **Attachment F: HPP Budget FY 22-23**
- **Attachment G: Pan Flu Budget FY 22-23**
- **Attachment E: PHEP CRI Budget FY 22-23**
- **Attachment E: PHEP Lab Budget FY 22-23**
- **Attachment H: Budget Personnel Summary FY 22-23**

5. FY Allocations

The DRAFT allocation tables for PHEP, PHEP CRI, PHEP Lab, HPP and Pan Flu funding are listed in Attachment 1, will be updated each FY, and be included in the annual Continuation Guidance.

a) Local Emergency Medical Services Agency (LEMSA) Allocations

Local Entities receiving HPP funding will fund their jurisdiction's single county LEMSA at $43,175. There are 25 LHJs that share a LEMSA, the five multi-county LEMSAs contract directly with CDPH-EPO, are required to complete the same workplan activities as the single county LEMSAs, multi-county LEMSAs complete Attachment D.

b) Cities Readiness Initiative (CRI)

California has sixteen LHJs outside of Los Angeles County designated as a CRI jurisdiction. California's higher risk Metropolitan Statistical Areas (MSAs) are Los Angeles-Long Beach-Anaheim, San Diego-Carlsbad, and San Francisco-Oakland-Hayward. *City of Berkeley receives CRI funding; it is not counted as a separate CRI jurisdiction by the CDC. CRI LHJs complete Attachment E (PHEP Budget).

California CRI – Local Entities		
Alameda	Orange	San Diego
*City of Berkeley	Placer	San Francisco
Contra Costa	Riverside	San Mateo
El Dorado	Sacramento	Santa Clara
Fresno	San Benito	Yolo
Marin	San Bernardino	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

c) Local Laboratory Response Network – Biological (LRN-B)

Fourteen of California's public health labs are designated as LRN-B Reference Public Health Laboratories, see table below. *Twelve LRN-B Reference Public Health Laboratories are allocated $281,933 of PHEP funding each year. LRN-B LHJs complete Attachment E (PHEP Budget).

LRN-B Reference Public Health Laboratories		
California Department of Public Health	*Sacramento	*Santa Clara
*Fresno	*San Bernardino	*Shasta
*Humboldt	*San Diego	*Sonoma
Los Angeles	*San Joaquin	*Tulare
*Orange	*San Luis Obispo	

An Annual Single Audit for the previous fiscal year, must be provided annually. The Annual Single Audit is reviewed and provided to CDPH's internal audits program prior to the applicant's audit. The Single Audit applies to state, local government, and nonprofit recipients. Single Audit must be submitted to the Federal Audit Clearinghouse (FAC), and to any Federal agency who specifically requests it. Federal guidelines require recipients to submit the documents no more than 30 days after the auditor issues its report or 9 months after the final day of the audit period, whichever comes first. Refer to https://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f. All LHJs must provide their Annual Single Audit, **if** the audit is not available at the time the Application Package is due, please provide a letter from your health officer or fiscal officer stating when the Annual Single Audit will be provided. All LHJs provide their Single Audit for the previous FY.

- **Annual Single Audit of FY 21-22**

Current contact information for the emergency preparedness and response programs in LHJs must be submitted and kept up to date throughout the fiscal year. Complete and submit Contact Information, Attachment I. All LHJs complete Attachment I

- **Attachment I - Contact Information FY 22-23**

Government Agency Taxpayer ID form, CDPH9083, is used to confirm applicant's payment address each fiscal year for Quarter 1 payments and future invoice reimbursements. Applicants must include this form each FY. All LHJs complete Attachment J.

- **Attachment J: Government Agency Taxpayer ID form**

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

6. If Applicable

A Health Officer Letter is required when the Local Health Department or Agency designates another entity to perform the programmatic and fiscal duties during the five-year agreement.

- Health Officer Letter

Local Public Health Laboratories designated as a Laboratory Response Network – Biological (LRN-B) are eligible to apply for additional funding to support Microbiologist training. For more information on how to apply for the PHEP Laboratory Training and Assistance funds, refer to Attachment M.

- Attachment M: PHEP Lab Training and Assistance application

The Inventory Disposal Schedule, Attachment L, is used to report any single piece of equipment with a value of $5,000 or more that was disposed of during the fiscal year.

- Attachment L: Inventory Disposal Schedule

If the Local Entity has any outstanding audit finding(s) from prior years, a Fiscal CAP is required for each fiscal year when the audit finding(s) are unresolved.

- Attachment K: Fiscal Corrective Action Plan

7. Application Questions

Submit all application questions or concerns to LHBTProg@CDPH.ca.gov, and cc your Contract Manager, with an email subject line: *LHJ Name* Application Question, in the body of the email include your question, or outline your concerns and attach any relevant documents.

F. Funding Requirements

Each FY applicants are required to complete the following activities.

a) Capabilities Planning Guides

LHJs are required to complete the Public Health and Health Care Capabilities Planning Guides (CPGs). The CPG data are a point in time self-assessment of current preparedness abilities, used to identify gaps and guide planned activities for the upcoming FY. CDPH-EPO will provide the CPG questions and instructions on completing and submitting the CPG responses in the second quarter of each FY.

b) Emergency Preparedness Training Workshop (EPTW)

All LHJ Program Coordinators are required to attend the annual CDPH-EPO Emergency Preparedness Training Workshop (EPTW). Each FY EPTW will notify all LHJs via email and provide a link to the EPTW website with the dates, location, registration fee, agenda, and other details. CDPH-EPO encourages Local Entity staff, HPP Healthcare Partners, Healthcare Coalition partners, local Office of Emergency Services and Local Emergency Medical Services (LEMSA) staff to attend the EPTW.

c) Inventory

All LHJs must maintain a list of equipment and/or property purchased with federal and State funds for emergency planning and preparedness. LHJs must include both major and minor equipment and/or property on their inventory list and follow the Code of Federal Regulations (CFR) for purchasing and disposing of equipment and/or property if purchased with federal funds. LHJs will be required to complete federal documentation of purchases and disposals of equipment and/or property that costs $5,00 or more, to CDPH-EPO.

i. Major equipment/property: A tangible or intangible item having a base unit cost of $5,000 or more with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

ii. Minor equipment/property: A tangible item having a base unit cost of less than $5,000 with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

d) Mid-Year and Year End Reporting

Each FY programmatic and fiscal progress reports are due for all funding streams to CDPH-EPO twice a year at mid-year and end of year. The programmatic progress report is included within the Workplans and the instructions for completing the report section are within the Work Plan Instructions. The progress expenditure report templates and instructions will be provided via email prior to the due dates.

Due Dates:

- Mid-Year Reports (all): January 31, 2023
- Year End Work Plan Progress Reports: July 30, 2023
- Year End Expenditure Report Approval: 10 days after the approval of a Local Entity' Final Invoice

Submit all Progress Reports via email to LHBTProg@cdph.ca.gov and copy your assigned Project Officer and Contract Manager.

e) Performance Measures

All LHJs may be required to submit federal and State performance measures for each funding stream. LHJs will be informed of what performance measures apply, by funding stream within the Local Work Plans and/or via email. In addition, LHJs may be requested to submit additional data and documents during the five-year agreement as required by the federal funding authority and/or CDPH-EPO.

f) Site Visits

CDPH-EPO Project Officers and Contract Managers will conduct annual site visits of all LHJs or their designated entities to review progress on grant deliverables and activities and provide technical assistance. Site visits are an opportunity for LHJs to share best practices, trainings, exercises, and other events demonstrating grant progress, as well as discuss any challenges or

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barriers. Annual site visits may be virtual or in-person, depending on state and/or local restrictions.

g) Statewide Medical Health Exercise (SWMHE)

All LHJs must participate in the annual Statewide Medical and Health Exercise (SWMHE). Each FY SWMHE will notify all LHJs via email and provide a link to the SWMHE website with the dates, incident, location(s), capabilities being tested, and other details. LHJs should utilize their participation in this exercise to complete multiple exercise requirements and encourage participation from all members of their Health Care Coalition, LEMSA and OES.

G. Additional Information

Additional information to assist LHJs with their application, managing and reporting progress.

i. Appendix A - Budget Instructions

Instructions on how to complete the budget templates, include expanded authority (carry-forward) funds and budget revisions.

ii. Appendix B - What's Allowable Matrix

Guide to items that are allowable to purchase by budget category and purpose.

iii. Appendix C - Work Plan Instructions

Instructions on how to complete the work plan templates, including progress reporting.

H. Audit

All funding is subject to an audit by CDPH's Internal Audits program for each FY funding was received. CDPH-EPO assesses the risk of each LHJ based on their ability to meet deliverable deadlines, provide complete and accurate reports, appropriately budget and expend their funds. The assessment is utilized by CDPH's Internal Audits program to determine the type of audit, desktop or onsite, to be performed. CDPH's Internal Audits aims to perform a fiscal audit on all federal funds for each LHJ at least once during a three-year period.

I. Continuation Guidance

Successive fiscal years applicants will receive an annual Continuation Guidance which will include updated federal and State funding requirements, and the annual allocation for the upcoming fiscal year. Updated application documents, per the checklist on page 2, must be completed and submitted each successive fiscal year upon request during the five-year agreement. All LHJs will receive an email notification prior to the upcoming FY providing the annual Continuation Guidance, the annual allocations, updates to the Local work plan activities and deliverables and updates from Federal and State.

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment A

Date:

California Department of Public Health
Emergency Preparedness Office

FY 2022-23 to FY 2026-27
Local Health Department Work Plan for
Public Health Emergency Preparedness (PHEP)

[Local Entity Name]

Region:

Population size:

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

PHEP Requirements

Attachment A

This is a short list of requirements for the Public Health Emergency Preparedness (PHEP) funding.

Instruction
Please use the drop down menus in each "box" and select an option.

Requirement
Use the drop down to indicate the year the requirement was or will be completed.

Conduct a public health full Jurisdictional Risk Assessment (JRA) must be completed at least once every five years (rolling five years).
See Domain 1, Domain Activity 1.1

Exercises
Use the drop down to indicate the year the exercise was or will be completed.

DRILL: Facility setup must be completed once a year.
See Domain 4, Domain Activity 1.1-1.2 for more information.

DRILL: Staff notification and assembly must be completed once a year.
See Domain 4, Domain Activity 1.1-1.2 for more information.

DRILL: Site activation must be completed once a year.
See Domain 4, Domain Activity 1.1-1.2 for more information.

TABLE TOP: Anthrax must be complete at least once every five years (rolling five years).
See Domain 4, Domain Activity 1.4 for more information.

TABLE TOP: Pandemic influenza must be completed at least once every five years (rolling five years).
See Domain 4, Domain Activity 1.3 for more information.

FULL-SCALE: Pandemic influenza, for the critical work force, at least once every five years (rolling five years).
See Domain 4, Domain Activity 1.3 for more information.

FULL-SCALE: Joint PHEP-HPP exercise at least once every five years (rolling five years).
See Domain 1, Domain Activity 2.2 for more information

FULL-SCALE: Anthrax dispensing exercise at least once every five years (rolling five years). MSAs only.
See Domain 4, Domain Activity 1.4 for more information.

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AAR/IP
Submission with each incident of a functional and full-scale exercise each year.

EPTW
Attend the Emergency Preparedness Training Workshop (EPTW) each year.

MYTEP
Multi-year Training and Exercise Plan (MYTEP) that specifies at least two years of trainings and exercises, must be updated each year. MYTEP should address the needs and priorities identified in previous AARs/Ips and demonstrate coordination with partners and stakeholders.

Plans
Use the drop down to indicate the activity that will occur for the plan in the FY.
Develop and maintain current version of the following plans (may be included as annexes or components in larger plans).
Listed plans are referenced throughout this work plan.
Listed plans must be reviewed, updated and signed by the respective partners at least once every three years and made available for review prior to site visits.

	All hazards preparedness and response plan. See Domain 1, Domain Activity 6.1 for more information.
	Infectious disease response plan. See Domain 1, Domain Activity 6.1 for more information.
	Pandemic influenza plan. See Domain 1, Domain Activity 6.1 for more information.
	Medical countermeasure distribution and dispensing plans. See Domain 1, Domain Activity 6.1 for more information.
	Continuity of operations (COOP) plans. See Domain 1, Domain Activity 6.1 and Domain 6, Activity 2.7 for more information.
	Chemical, biological, radiological, and nuclear (CBRN) threat response plans. See Domain 1, Domain Activity 6.1 for more information.
	Plan(s) that support the volunteer recruitment and management. See Domain 5, Activity 4.2 for more information.

[Local Entity Name]

Domain 1:	**Strengthen Community Resilience**
Description:	Community resilience is the ability of a community, through public health agencies, to develop, maintain, and utilize collaborative relationships among government, private, and community organizations to develop and utilize shared plans for responding to and recovering from disasters and public health emergencies.

1 Known Gaps:	

Capability 1:	Community Preparedness
Capability 2:	Community Recovery

2 Classify Activity: *Are you Building or Sustaining this Domain?*

Outcomes:

1 Analyze JRA results to determine strategic priorities, identify program gaps, and prioritize preparedness investments.
2 Develop a comprehensive whole-community approach to preparedness management.
3 Have a comprehensive preparedness program including a whole community approach and engaged ESF partners.
4 Create a progressive, multiyear training and exercise program with increasingly complex exercises to improve operational readiness across multiple hazards.

		3 FY 2022-23							3 FY 2023-24						
Domain Activity 1:	**Determine the Risks to the Health of the Jurisdiction**	**FY 2022-23 Activity Type**	**Estimated Completion**	**4 MY Report Status**	**4 MY Report Primary Barrier**	**5 YE Report Status**	**5 YE Report Primary Barrier**	**Notes**	**FY 2023-24 Activity Type**	**Estimated Completion**	**4 MY Report Status**	**4 MY Report Primary Barrier**	**5 YE Report Status**	**5 YE Report Primary Barrier**	
Activities	1 LHDs will collaborate in conjunction with stakeholders, partners and tribal entities to complete a JRA once every 5 years (FY 2019-2024), to identify potential hazards, vulnerabilities, and risks within the community that relate to the public health, medical, and mental/behavioral health systems and the access and functional needs of at-risk individuals. FY 21-22 Continue to work on this activity and deliverable and report. *FY 22-23 Continue to work on this activity and deliverable and report.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 7* *FY 2019-20 Local PHEP Work Plan, Capability 1, Function 1, Activity 2* *PHEP Capabilities Guide pages 20-22*														
Activities	2														
	3														
	4														

Functions used to guide your planned activities	
1	Capability 1, F1 Determine the risks to the health of the jurisdiction.
Outputs from the planned activities	
1	Complete a JRA once within the 5-year period (FY 2019-2024). (Activity 1)
Outputs 2	
3	
4	
Notes 1	
2	
3	

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PHEP Domain 1
Strengthen Community Resilience

Domain Activity 2:		Ensure HPP Coordination (HPP Coordination occurs throughout PHEP, not limited to the activities below.)	[3] FY 2022-23 Activity Type	Estimated Completion	[4] MY Report Status	[4] MY Report Primary Barrier	[5] YE Report Status	[5] YE Report Primary Barrier	Notes	[3] FY 2023-24 Activity Type	Estimated Completion	[4] MY Report Status	[4] MY Report Primary Barrier	[5] YE Report Status	[5] YE Report Primary Barrier
Activities	1	LHDs will continue assessing risk, planning, coordinating, and exercising with HPP counterparts, including HCC's. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide HPP Coordination. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide HPP Coordination.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 7-8* *FY 2019-20 Local PHEP Work Plan, multiple locations, key word search HPP and HCC.* *PHEP Capabilities Guide, multiple locations* , key word search HPP and HCC. *FY 22-23 HPP Workplan, Capability 2, Phase 3, Objective 3, Activity 2.2*													
	2	LHD's will plan and participate in at least one joint exercise with HPP and emergency management at least once in every 5 year period (currently 2019-2024). LHDs can meet this requirement with a functional exercise, full scale exercise, or real incident. Recommend meeting multiple program requirements with this exercise or real incident, by including PHEP, HPP, MCM, CRI and other exercise requirements. FY 21-22 Continue to work on this activity and deliverable and report. *FY 22-23 Continue to work on this activity and deliverable and report.* Reference: *CDPH Statewide Medical & Health Exercise,* *https://www.cdph.ca.gov/Programs/EPO/Pages/swmhe.aspx* *CDC NoFO PHEP CDC RFA TP19-1901, page 7-8, 38-41* *FY 2019-20 Local PHEP Work Plan, Capability 1, Function 4, Activity 2* *PHEP Capabilities Guide, Capability 3, Skills & Training* *FY 21-22 HPP Workplan, Capability 1, Phase 3, Objective 4, Activity 3.1*													
Activities	3														
	4														
	5														

Functions used to guide your planned activities		
	1	Capability 1, F3 Coordinate with partners and share information through community social networks.
	2	Capability 1, F4 Coordinate training and provide guidance to support community involvement with preparedness efforts.

Outputs from the planned activities		
	1	Coordinated planning and preparedness activities with HPP/HCC partners. (Activity 1)
	2	Develop or assist in the development of an AAR/IP within 90 days of the exercise or real event. *(Activity 2)*
	3	Share with all appropriate stakeholders or verify sharing of finalized AAR/IP. (Activity 2)
	4	*FY 22-23* Complete CDPH survey of top improvements identified in *FY 21-22.* (Activity 2)
Outputs	5	
	6	
	7	
Notes	1	
	2	
	3	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

PHEP Domain 1
Strengthen Community Resilience

Domain Activity 3:		Plan for the Whole Community	[3] FY 2022-23							[3] FY 2023-24						
			FY 2022-23 Activity Type	Estimated Completion	[4] MY Report		[5] YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	[4] MY Report		[5] YE Report		
					Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1	LHDs will have procedures in place to identify individuals with access and functional needs that may be at risk of being disproportionately impacted by incidents with public health consequences. LHDs can use the CMIST framework to update and maintain procedures to identify at-risk populations disproportionally impacted by incidents or events as defined in the CMIST framework. Communication; Maintaining Health; Independence; Support, Safety and Self-determination; Transportation (CMIST). FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 8* *FY 2019-20 Local PHEP Work Plan, Capability 1, Function 4, Activity 2* *PHEP Capabilities Guide, page 20* *FY 22-23 HPP Workplan, Capability 1, Phase 1, Objective 2, Activity 4.4*														
	2	LHDs, in coordination with HPP, will continue to encourage participation of social services including faith based partners, child service providers, community based organizations, mental/behavioral health organizations in community preparedness planning to address needs during an emergency in the jurisdiction. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 8-9* *FY 2019-20 Local PHEP Work Plan, Capability 1, Functions 1-4* *PHEP Capabilities Guide, multiple locations, key word search social services, faith based, child services, community, and mental/behavioral health* *FY 22-23 HPP Workplan, Capability 1, Phase 1, Objective 2, Activity 4.4*														
	3	Identify LHD's role in family reunification. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 9* *FY 2019-20 Local PHEP Work Plan, Capability 1, Functions 2, Activity 1* *PHEP Capabilities Guide, multiple locations, key word search family reunification*														
Activities	4															
	5															
	6															

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

PHEP Domain 1
Strengthen Community Resilience

Functions used to guide your planned activities		
	1	Capability 1, F1 Determine the risks to the health of the jurisdiction.
	2	Capability 1, F2 Strengthen community partnerships to support public health preparedness.
	3	Capability 1, F3 Coordinate with partners and share information through community social networks.
	4	Capability 1, F4 Coordinate training and provide guidance to support community involvement with preparedness efforts.
	5	Capability 2, F1 Identify and monitor community recovery needs.
	6	Capability 2, F2 Support recovery operations for public health and related systems for the community
Outputs from the planned activities		
	1	Document procedures that identify at-risk populations and those individuals with access and functional needs that may be disproportionately impacted. (Activity 1)
	2	Document partners and stakeholders. (Activity 2)
	3	Document role and responsibility in family reunification. (Activity 3)
Outputs	4	
	5	
	6	
Notes	1	
	2	
	3	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

PHEP Domain 1
Strengthen Community Resilience

Domain Activity 4:		Focus on Tribal Planning and Engagement	[3] FY 2022-23 Activity Type	Estimated Completion	[4] MY Report Status	[4] MY Report Primary Barrier	[5] YE Report Status	[5] YE Report Primary Barrier	Notes	[3] FY 2023-24 Activity Type	Estimated Completion	[4] MY Report Status	[4] MY Report Primary Barrier	[5] YE Report Status	[5] YE Report Primary Barrier
Activities	1	LHD's should engage with federally recognized Native American Tribal entities for emergency preparedness planning and response activities. LHD's whose boundaries include tribal reservations and tribal communities will attempt to engage with federally recognized American Indian tribes for emergency preparedness planning and response activities. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide tribal engagement. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide tribal engagement.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 9-10* *FY 2019-20 Local PHEP Work Plan, Capability 1, Function 2, Activity 7* *PHEP Capabilities Guide, multiple locations* , key word search Tribal, Tribes, and native *FY 22-23 HPP Workplan, Capability 1, Phase 1, Objective 5, Activity 3.1*													
Activities	2														
	3														
	4														

Functions used to guide your planned activities	
1	Capability 1, F2 Strengthen community partnerships to support public health preparedness.
2	Capability 1, F3 Coordinate with partners and share information through community social networks.
3	Capability 1, F4 Coordinate training and provide guidance to support community involvement with preparedness efforts.

Outputs from the planned activities	
1	Document engagement efforts on Tribal planning (Activity 1)
2	In person meeting or attempt(s) to have an in person meeting. (Activity 1)
3	~~FY 20-21~~ Utilize new engagement techniques, as needed, based on lessons learned during COVID-19. (Activity 1)
Outputs 4	
5	
6	

Notes	
1	
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3	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

			[3] FY 2022-23							[3] FY 2023-24						
Domain Activity 5:		**Ensure Emergency Support Function (ESF) Cross-Discipline Coordination and Partner and Stakeholder Collaboration**	**FY 2022-23 Activity Type**	**Estimated Completion**	**[4] MY Report**		**[5] YE Report**		**Notes**	**FY 2023-24 Activity Type**	**Estimated Completion**	**[4] MY Report**		**[5] YE Report**		
					Status	**Primary Barrier**	**Status**	**Primary Barrier**				**Status**	**Primary Barrier**	**Status**	**Primary Barrier**	
Activities	1	LHDs, in coordination with HPP, will continue to encourage participation of government agencies and stakeholders with an ESF role including the MHOAC, RDMHS, emergency management, EMS, behavioral/mental *health, environmental health, organiza* tions serving older adults, and education and child care systems. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating this process. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating this process.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 10* *FY 2019-20 Local PHEP Work Plan, Capability 1, Function 3, Activity 3* *PHEP Capabilities Guide, multiple locations* , key word search ESF, Partner and Stakeholder. *CDPH training on Environmental Health Training in Emergency Response (EHTER) is available, contact: Allison.Wilder@cdph.ca.gov* *FY 22-23 HPP Workplan, Capability 2, Objective 1, Activity 2.1 - 2.3*													
Activities	2															
	3															
	4															

Functions used to guide your planned activities	
1	Capability 1, F3 Coordinate with partners and share information through community social networks.
2	Capability 2, F2 Support recovery operations for public health and related systems for the community

Outputs from the planned activities	
1	Identify and document partners and stakeholders with a role in ESF 8 (Activity 1)
2	~~FY 21-22~~ Update and maintain ESF 8 list of partners and stakeholders. (Activity 1)
Outputs 3	
4	
5	
Notes 1	
2	
3	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

			[3] FY 2022-23							[3] FY 2023-24					
Domain Activity 6:		**Strengthen and Implement Plans through Training and Exercising**	**FY 2022-23 Activity Type**	**Estimated Completion**	**[4] MY Report Status**	**[4] MY Report Primary Barrier**	**[5] YE Report Status**	**[5] YE Report Primary Barrier**	**Notes**	**FY 2023-24 Activity Type**	**Estimated Completion**	**[4] MY Report Status**	**[4] MY Report Primary Barrier**	**[5] YE Report Status**	**[5] YE Report Primary Barrier**
Activities	1	LHDs will develop and maintain training and exercise plans for building and/or sustaining public health preparedness and response capability. -All-hazards preparedness and response plan -Infectious disease response plan -Pandemic Influenza plan -Medical countermeasures distribution and dispensing plans -Continuity of operations plans (COOP) -Chemical, biological, radiological, and nuclear (CBRN) threat response plans - Plans that support the Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) or volunteer management plan -Communications plan Plans must be reviewed, and updated at least every 3 years. FY 21-22 Continue to work on this activity and deliverable and report. Utilize COVID-19 and other response activities, AAR(s) and IP(s) to update preparedness and response plans. Use the PHEP Capabilities Guide for a list of stakeholders to include in planning process. *FY 22-23 Continue to work on this activity and deliverable and report. Utilize COVID-19 and other response activities, AAR(s) and IP(s) to update preparedness and response plans. Use the PHEP Capabilities Guide for a list of stakeholders to include in planning process.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 11-12* *FY 2019-20 Local PHEP Work Plan, Capability 1, Function 2, Activity 5* *PHEP Capabilities Guide, multiple locations* , key word search the plans listed above. *FY 2019-20, thru to 2022-2023 Pan Flu Workplan.* *FY 22-23 HPP Workplan, Capability 1, Phase 1, Objective 2, Activity 1.1*												
	2	LHDs will participate in the Emergency Preparedness Training Workshop (EPTW). Develop and provide multiyear training and exercise plans (MYTEPS) that specify at least two years of trainings and exercises. The MYTEP should address the needs and priorities identified in previous AARs/IPs; demonstrate coordination with applicable entities, partners, and stakeholders; and describe methods to leverage and allocate resources to the maximum extent possible. FY 20-21 EPTW canceled. *FY 21-22 EPTW canceled.* *FY 22-23 EPTW will be held in the spring.* FY 21-22 MYTEP(s) developed based on lessons learned from previous year. *FY 22-23 MYTEP(s) developed based on lessons learned from previous year.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 11* *FY 2019-20 Local PHEP Work Plan, Capability 1, Functions 4, Activity 1* *PHEP Capabilities Guide, multiple locations, key word search multi-year, train, exercise, after-action, and improvement plan.* *FY 22-23 HPP Workplan, Capability 1, Phase 2, Objective 4, Activity 2.2*												
	3	LHDs will develop evaluative processes to review, revise, and maintain plans based on the resulting priorities, needs, findings, and corrective actions of exercises, real incidents, trainings, and assessments. These processes must be used to develop and inform AARs/IPs. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 11-12* *FY 2019-20 Local PHEP Work Plan, Capability 1, Functions 4, Activity 1* *PHEP Capabilities Guide, multiple locations, key word search multi-year, train, exercise, after-action, and improvement plan*												
Activities	4														
	5														
	6														

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

PHEP Domain 1
Strengthen Community Resilience

Functions used to guide your planned activities		
	1	Capability 1, F1 Determine the risks to the health of the jurisdiction.
	2	Capability 1, F4 Coordinate training and provide guidance to support community involvement with preparedness efforts.
	3	Capability 2, F2 Support recovery operations for public health and related systems for the community
Outputs from the planned activities		
	1	Develop MYTEPs that specify at least two years of training and exercises. (Activity 2)
	2	Document evaluation and improvement planning. (Activity 3)
	3	Coordinate training and exercise implementation with partners and stakeholders. (Activity 1)
	4	Develop and maintain plans appropriately. (Activity 1)
Outputs	5	
	6	
	7	
Notes	1	
	2	
	3	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

PHEP Domain 1
Strengthen Community Resilience

Domain Activity 7:		Obtain Public Comment and Input	[3] FY 2022-23 Activity Type	Estimated Completion	[4] MY Report Status	[4] MY Report Primary Barrier	[5] YE Report Status	[5] YE Report Primary Barrier	Notes	[3] FY 2023-24 Activity Type	Estimated Completion	[4] MY Report Status	[4] MY Report Primary Barrier	[5] YE Report Status	[5] YE Report Primary Barrier
Activities	1	LHDs will share with stakeholders and community partners public health emergency preparedness and response plans as appropriate for input. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide obtaining input and comment. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide obtaining input and comment.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 12* *FY 2019-20 Local PHEP Work Plan, Capability 1, Function 2, Activity 5; Capability 2, Function 3, Activity 1* *PHEP Capabilities Guide, multiple locations* , key word search public input.													
Activities	2														
	3														
	4														

Functions used to guide your planned activities	
	1 Capability 1, F2 Strengthen community partnerships to support public health preparedness.

Outputs from the planned activities	
	1 Document stakeholder and community partner input. (Activity 1)
Outputs	2
	3
	4

Notes	
	1
	2
	3

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

[Local Entity Name]

Domain 2:	**Strengthen Incident Management**
Description:	Incident management is the ability to activate, coordinate and manage health and medical emergency operations throughout all phases of an incident through use of a flexible and scalable incident command structure that is consistent with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

1 Known Gaps:	

Capability 3:	Emergency Operations Coordination

2 Classify Activity: *Are you Building or Sustaining this Domain?*

Outcomes:	1 Continuity of emergency operations throughout the response and recovery of a public health incident.

			3 FY 2022-23							3 FY 2023-24						
Domain Activity 1:		**Activate and Coordinate Public Health Emergency Operations**	**FY 2022-23 Activity**	**Estimated Completion**	**4 MY Report**		**5 YE Report**		**Notes**	**FY 2023-24 Activity Type**	**Estimated Completion**	**4 MY Report**		**5 YE Report**		**Notes**
					Status	**Primary Barrier**	**Status**	**Primary Barrier**				**Status**	**Primary Barrier**	**Status**	**Primary Barrier**	
Activities	1	LHDs will update and maintain procedures for activating, operating, managing, and staffing the public health emergency operations center. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 12-13* *FY 2019-20 Local PHEP Work Plan, Capability 3, Function 1, Activities 1, 4; Function 2, Activity 3* *PHEP Capabilities Guide pages 34-41*														
	2	LHDs will train response staff, formal and/or informal, in the EOM, SEMS, NIMS and EOC/DOC section specific processes. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide staff training on incident management. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide staff training on incident management.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 12-14* *FY 2019-20 Local PHEP Work Plan, Capability 3, Function 1, Activities 2-5; Function 2, Activities 2 & 4; Function 4, Activities 1-4* *PHEP Capabilities Guide pages 12-41* *FY 22-23 HPP Workplan, Capability 1, Phase 2, Objective 4, Activity 1.1*														
	3	LHDs will update the EOC/DOC medical health personnel responder list. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 12-14* *FY 2019-20 Local PHEP Work Plan, Capability 3, Function 1, Activity 2; Function 2, Activity 1* *PHEP Capabilities Guide pages 12-41*														
	4	LHDs will have a plan for demobilization to return to "ready state" of operations. *FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating the demobilization process.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 12-14* *FY 2019-20 Local PHEP Work Plan, Capability 3, Function 5, Activities 1-3* *PHEP Capabilities Guide pages 41-42*														
Activities	5															
	6															
	7															

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PHEP Domain 2
Strengthen Incident Management

Functions used to guide your planned activities		
	1	Capability 3, F1 Conduct preliminary assessment to determine the need for activation of public health emergency operations.
	2	Capability 3, F2 Activate public health emergency operations.
	3	Capability 3, F3 Develop and maintain an incident response strategy.
	4	Capability 3, F4 Manage and maintain the public health response.
	5	Capability 3, F5 Demobilize and evaluate public health emergency operations.
Outputs from the planned activities		
	1	Trained staff on updated policies and procedures for activating, operating, and managing emergency response and recovery. (Activity 2)
	2	~~FY 21-22~~ LHDs will have updated operation center procedures. (Activity 1)
	3	~~FY 21-22~~ Current list of staff trained to work in the EOC/DOC. (Activity 3)
	4	~~FY 21-22~~ Update Demobilization Plan. (Activity 4)
Outputs	5	
	6	
	7	
Notes	1	
	2	
	3	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

[Local Entity Name]

Domain 3:	**Strengthen Information Management**
Description:	Information management is the ability to develop and maintain systems and procedures that facilitate the communication of timely, accurate, and accessible information, alerts, and warnings using a whole community approach. It also includes the ability to exchange health information and situational awareness with federal, state, local, territorial, and tribal governments and partners.

↑ Known Gaps:	

Capability 4:	Emergency Public Information and Warning
Capability 6:	Information Sharing

↕ Classify Activity: *Are you Building or Sustaining this Domain?*

Outcomes:	1 Establish a standardized system for information sharing which will assess situational awareness and create a common operating picture. 2 Have access to a standardized joint information system to develop, coordinate, disseminate timely and accurate information alerts, warnings, and notification to the public including at risk populations..

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PHEP Domain 3
Strengthen Information Management

Domain Activity 1:		Maintain Situational Awareness during Incidents	3 FY 2022-23							3 FY 2023-24							3 F
			FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY
					Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier		
Activities	1	LHDs will establish a common operating picture, that facilitates coordinated information sharing among all public health, health care and necessary partners and stakeholders, for example environmental health. This includes state, local, tribal, and the region and their respective preparedness programs, public health laboratories, communicable disease programs and programs addressing health care-acquired infections. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 16* *FY 2019-20 Local PHEP Work Plan, Capability 6, Function 2, Activities 1, 2, 10* *PHEP Capabilities Guide pages 62-69*															
	2	LHDs will sustain a program that facilitates coordinated information sharing among all public health, health care, and necessary partners and stakeholders. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide information sharing processes. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide information sharing processes.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 16* *FY 2019-20 Local PHEP Work Plan, Capability 6, Function 1, Activities 1-2; Function 2, Activities 3-7* *PHEP Capabilities Guide pages 62-69*															
Activities	3																
	4																
	5																

Functions used to guide your planned activities		
	1	Capability 6, F1 Identify stakeholders that should be incorporated into information flow and define information sharing needs.
	2	Capability 6, F2 Identify and develop guidance standards and systems for information exchange.
	3	Capability 6, F3 Exchange information to determine a common operating picture.

Outputs from the planned activities		
	1	Have or have access to a tool that collects information to create situational awareness in a common operating picture. Provide documentation of utilizing the information tool during real world incident, exercise, and/or planned event.
	2	~~FY 21-22~~ LHD staff trained on information sharing process.
Outputs	3	
	4	
	5	

Notes	1	
	2	
	3	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

PHEP Domain 3
Strengthen Information Management

Domain Activity 2:		Coordinate Information Sharing	3 FY 2022-23 Activity Type	Estimated Completion	4 MY Report Status	4 MY Report Primary Barrier	5 YE Report Status	5 YE Report Primary Barrier	Notes	3 FY 2023-24 Activity Type	Estimated Completion	4 MY Report Status	4 MY Report Primary Barrier	5 YE Report Status	5 YE Report Primary Barrier	Notes
Activities	1	LHDs will have or have access to communication systems that maintain or improve reliable, resilient, interoperable and redundant information and communication systems and platforms, including those for bed availability, EMDS data, and patient tracking , and provide access to HCC members and other partners and stakeholders. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating information coordination. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating information coordination.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 16-17* *FY 2019-20 Local PHEP Work Plan, Capability 6, Function 2, Activities 5, 6,8, 9; Function 3, Activities 6, 7* *PHEP Capabilities Guide pages 62-69* *FY 22-23 HPP Workplan, Capability 2, Phase 1, Objective 2, Activity 1.2-1.3*														
	2	LHDs will provide situational awareness information to MHOAC program, during emergency response operations and as requested. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating information sharing techniques. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating information sharing techniques.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 16-17* *FY 2019-20 Local PHEP Work Plan, Capability 6, Function 3, Activities 3* *PHEP Capabilities Guide pages 62-69*														
	3	LHDs will utilize the California Health Alert Network (CAHAN) to share emergent public health and medical threats. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating information sharing processes. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating information sharing processes.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 16-17* *FY 2019-20 Local PHEP Work Plan, Capability 6, CAHAN* *PHEP Capabilities Guide pages 62-69*														
Activities	4															
	5															
	6															

Functions used to guide your planned activities	
	1 Capability 6, F1 Identify stakeholders that should be incorporated into information flow and define information sharing needs.
	2 Capability 6, F2 Identify and develop guidance standards and systems for information exchange.
	3 Capability 6, F3 Exchange information to determine a common operating picture.

Outputs from the planned activities	
	1 Provide Documentation showing use of communication systems during real life incident, exercise, and/or event. (Activity 1)
	2 Provide flash report and situation reports to your MHOAC Program, during real events or exercises as needed. (Activity 2)
	3 LHDs will maintain participation in the California Health Alert Network and participate in all contact drills. (Activity 3)
Outputs	4
	5

Notes	
	1
	2
	3

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PHEP Domain 3
Strengthen Information Management

Domain Activity 3:		Coordinate Emergency Information and Warning	3 FY 2022-23 FY 2022-23 Activity Type	Estimated Completion	4 MY Report Status	4 MY Report Primary Barrier	5 YE Report Status	5 YE Report Primary Barrier	Notes	3 FY 2023-24 FY 2023-24 Activity Type	Estimated Completion	4 MY Report Status	4 MY Report Primary Barrier	5 YE Report Status	5 YE Report Primary Barrier	Notes	3 F FY
Activities	1	LHDs will, in coordination with HCC, develop, and disseminate information, alerts, warnings, and notifications to the public. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 17* *FY 2019-20 Local PHEP Work Plan, Capability 4, Function 1, Activities 1 & 4; Function 5, Activities 1-3* *PHEP Capabilities Guide pages 43-51* *FY 22-23 HPP Workplan, Capability 2, Phase 3, Objective 3, Activity 3.3*															
	2	LHDs have or have access to a Communications Plan that utilizes crisis and emergency risk communication (CERC) principles, including PIO roles, responsibility, and trainings, and the joint information system activation criteria. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 17* *FY 2019-20 Local PHEP Work Plan, Capability 4, Function 2, Activities 1-2; Function 3, Activity 1* *PHEP Capabilities Guide pages 43-51*															
Activities	3																
	4																

Functions used to guide your planned activities	
	1 Capability 4, F1 Activate the emergency public information system
	2 Capability 4, F2 Determine the need for a Joint Information System
	3 Capability 4, F3 Establish and participate in information system operations
	4 Capability 4, F4 Establish avenues for public interaction and information exchange
	Capability 4, F5 Issue public information, alerts, warnings, and notifications
	5 Capability 6, F2 Identify and develop guidance standards and systems for information exchange.
	6 Capability 6, F3 Exchange information to determine a common operating picture.

Outputs from the planned activities	
	1 LHDs will have or have access to message templates based on Jurisdiction Risk Assessment (JRA) as appropriate. (Activity 1)
	2 Documentation of crisis communication elements identified in exercises, real world incidents and or planned events. (Activity 2)
Outputs	3
	4
Notes	1
	2
	3

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

[Local Entity Name]

Domain 4:	**Strengthen Countermeasures and Mitigation**
Description:	Countermeasures and mitigation is the ability to distribute, dispense, and administer medical countermeasures (MCMs) to reduce morbidity and mortality and to implement appropriate nonpharmaceutical and responder safety and health measures during response to a public health incident.

1 Known Gaps:	

Capability 8:	Medical Countermeasure Dispensing and Administration
Capability 9:	Medical Materiel Management and Distribution
Capability 11:	Nonpharmaceutical Interventions
Capability 14:	Responder Safety and Health

2 Classify Activity:	

Are you Building or Sustaining this Domain?

Outcomes:	1 Continuity of emergency operations management for emergency or incident requiring MCM dispensing/distribution. 2 Before, during, and after an incident, ensure the safety and health of responders. 3 Timely implementation of public health intervention and control measures.

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PHEP Domain 4
Strengthen Countermeasures and Mitigation

Attachment A

			3 FY 2022-23							3 FY 2023-24						
Domain Activity 1:		Develop and Exercise Plans for MCM Distribution, Dispensing, and Vaccine Administration	FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
					Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1	LHDs will develop and submit distribution drills; Site activation, staff call down, and pick list. FY 20-21 Activity and Output waived. *FY 21-22 Activity and Output waived.* *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 18* *FY 2019-20 Local PHEP Work Plan, Capability 8, Function 4* *PHEP Capabilities Guide pages 80-90*														
	2	LHDs will develop and submit dispensing drills; Facility set up, staff notification and assembly, and site activation. FY 20-21 Activity and Output waived. *FY 21-22 Activity and Output waived.* *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.* Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 18 FY 2019-20 Local PHEP Work Plan, Capability 8, Function 4 PHEP Capabilities Guide pages 80-90														
	3	LHDs will conduct pandemic influenza exercise; TTX, functional, and full scale if applicable. FY 20-21 May use COVID-19 to meet the Activity and Output. *FY 21-22 May use COVID-19 to meet the Activity and Output.* *FY 22-23 Continue to work on this activity and deliverable.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 18* *FY 2019-20 Local PHEP Work Plan, Capability 8, Function 4* *PHEP Capabilities Guide pages 80-90* *FY 2019-20, thru to 2022-2023 Pan Flu Workplan, Objective 7* *FY 21-22 HPP Workplan, Capability 4, Phase 3, Objective 2, Activity 9.10*														
	4	LHDs (CRI) will conduct anthrax exercises; TTX, full scale if applicable FY 20-21 May use COVID-19 to meet the Activity and Output. *FY 21-22 May use COVID-19 to meet the Activity and Output.* *FY 22-23 Continue to work on this activity and deliverable.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 18* *FY 2019-20 Local PHEP Work Plan, Capability 8, Function 4* *PHEP Capabilities Guide pages 80-90* *FY 22-23 HPP Workplan Capability 3, Phase 2, Objective 5, Activity 2.2*														
	5	LHDs will conduct annual CHEMPACK trainings and exercises, e.g., meetings, drills, workshop, TTX, functional or full-scale with appropriate partners. FY 20-21 Activity and Output waived. *FY 21-22 Activity and Output waived.* *FY 22-23 Continue to work on this activity and deliverable.* *Reference:* *CDC NoFO PHEP CDC RFA TP19-1901, page 18* *FY 2019-20 Local PHEP Work Plan, Capability 8, Function 4* *PHEP Capabilities Guide pages 80-90* *FY 22-23 HPP Workplan Capability 3, Phase 2, Objective 5, Activity 2.2*														
Activities	6															
	7															
	8															

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Functions used to guide your planned activities		
	1	Capability 8, F1 Determine medical countermeasures dispensing/administration strategies.
	2	Capability 8, F2 Receive medical countermeasures to be dispensed/administered.
	3	Capability 8, F3 Activate medical countermeasure dispensing/administration operations.
	4	Capability 8, F4 Dispense/administer medical countermeasures to targeted population(s).
	5	Capability 8, F5 Report adverse events.
Outputs from the planned activities		
	1	Implement corrective action plan(s) or improvement plan(s), based on exercise or real event.
	2	Verified site and staff contact list, as a result of submitted exercises and drills. (Activity 1)
	3	Complete PHEP reporting requirements.
	4	~~FY 21-22~~ Prepared for MCM activation.
Outputs	5	
	6	
	7	
Notes	1	
	2	
	3	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

			3 FY 2022-23							3 FY 2023-24						
Domain Activity 2:	**Maintain Preparedness Plans Based on Risks**		**FY 2022-23 Activity Type**	**Estimated Completion**	**4 MY Report**		**5 YE Report**		**Notes**	**FY 2023-24 Activity Type**	**Estimated Completion**	**4 MY Report**		**5 YE Report**		**Notes**
					Status	**Primary Barrier**	**Status**	**Primary Barrier**				**Status**	**Primary Barrier**	**Status**	**Primary Barrier**	
Activities	1	LHDs will review and update MCM plans e.g., bioterror and emerging infectious disease. FY 20-21 Option to reduce or pause Activity and Output. *FY 21-22 Option to reduce or pause Activity and Output.* *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating of plans.* Reference: *FY 2020-21 Local PHEP Work Plan, Domain 1, Domain Activity 6* *CDC NoFO PHEP CDC RFA TP19-1901, page 19-20* *FY 2019-20 Local PHEP Work Plan, Capability 8, Function 1, Activity 2* *PHEP Capabilities Guide pages 80-84* *FY 22-23 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 3.3*														
Activities	2															
	3															
	4															

Functions used to guide your planned activities		
	1	Capability 8, F1 Determine medical countermeasure dispensing/administration strategies.

Outputs from the planned activities		
	1	Implement corrective action plan(s) or improvement plan(s), based on exercise or real event.
Outputs	2	
	3	
	4	

Notes	1	
	2	
	3	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

PHEP Domain 4
Strengthen Countermeasures and Mitigation

Attachment A

Domain Activity 3:		Participate in ORRs and Self Assessment	1 FY 2022-23							2 FY 2023-24						
			FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
					Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1	LHDs (CRI) will participate in bi-annual review with CDPH and DSLR. FY 20-21 Activity and Output waived. FY 21-22 Activity and Output Waived. *FY 22-23 Continue to work on this activity and deliverable.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 22-23* *FY 2019-20 Local PHEP Work Plan, Capability 8, Function 6* *PHEP Capabilities Guide pages 80-91*														
	2	LHDs (CRI) will complete ~~annual self assessment by June 25,~~ training for the new ORR self assessment system (PORTS). FY 20-21 Activity and Output waived. *FY 21-22 Activity and Output waived.* *FY 22-23 Continue to work on this activity and deliverable.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 22-23* *FY 2019-20 Local PHEP Work Plan, Capability 8, Function 6* *PHEP Capabilities Guide pages 80-91*														
Activities	3															
	4															
	5															

Functions used to guide your planned activities		
	1	Capability 8

Outputs from the planned activities		
	1	~~Complete ORR assessment.~~ Complete *PORTS* Training for new assessment system. (Activity 2)
	2	Complete CRI reporting requirements.
Outputs	3	
	4	
	5	

Notes		
	1	
	2	
	3	

PHEP Domain 4
Strengthen Countermeasures and Mitigation

Attachment A

Domain Activity 4:		Submit Updated MCM Action Plans	3 FY 2022-23							3 FY 2023-24						
			FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
					Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1	LHDs (CRI) will submit MCM action plans at the end of Q1 and Q3. FY 20-21 Option to reduce or pause Activity and Output. *FY 21-22 Option to reduce or pause Activity and Output.* *FY 22-23 Continue to work on this activity and deliverable.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 23-24* *FY 2019-20 Local PHEP Work Plan, Capability 8, Function 2, Activities 1-3; Function 4, Activities 1, 4.* *PHEP Capabilities Guide pages 80-91* *FY 22-23 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 3.3*														
Activities	2															
	3															
	4															

Functions used to guide your planned activities		
	1	Capability 8, F2 Receive medical countermeasures to be dispensed/administered.
	2	Capability 8, F4 Dispense/administer medical countermeasures to targeted populations.

Outputs from the planned activities		
	1	Submitted MCM action plan. (Activity 1)
Outputs	2	
	3	
	4	
Notes	1	
	2	
	3	

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PHEP Domain 4
Strengthen Countermeasures and Mitigation

Attachment A

			3 FY 2022-23							3 FY 2023-24						
Domain Activity 5:		**Update Local Distribution Site Survey**	**FY 2022-23 Activity Type**	**Estimated Completion**	**4 MY Report**		**5 YE Report**		**Notes**	**FY 2023-24 Activity Type**	**Estimated Completion**	**4 MY Report**		**5 YE Report**		**Notes**
					Status	**Primary Barrier**	**Status**	**Primary Barrier**				**Status**	**Primary Barrier**	**Status**	**Primary Barrier**	
Activities	1	LHDs will review inventory tracking process. FY 20-21 Option to reduce or pause Activity and Output. *FY 21-22 Option to reduce or pause Activity and Output.* *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating inventory processes.* Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 23-24 FY 2019-20 Local PHEP Work Plan, Capability 9, Function 1, Activities 1. PHEP Capabilities Guide pages 92-97														
	2	LHDs will train staff on inventory tracking process. FY 21-22 Continue to work on this activity and deliverable. *FY 22-23 Continue to work on this activity and deliverable.* Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 23-24 FY 2019-20 Local PHEP Work Plan, Capability 9, Function 1, Activities 6. PHEP Capabilities Guide pages 92-97														
	3	LHDs will complete and submit CDPH LDS data sheet. FY 20-21 Activity and Output waived. *FY 21-22 Activity and Output waived.* *FY 22-23 Continue to work on this activity and deliverable.* Reference: CDC NoFO PHEP CDC RFA TP19-1901, page 23-24 FY 2019-20 Local PHEP Work Plan, Capability 9, Function 1, Activities 1-6. PHEP Capabilities Guide pages 92-97														
Activities	4															
	5															
	6															

Functions used to guide your planned activities		
	1	Capability 9, F1 Direct and activate medical materiel management and distribution.
Outputs from the planned activities		
	1	Trained inventory management staff. (Activity 2)
	2	Submitted CDPH LDS data sheet. (Activity3)
	3	~~FY 21-22~~ Submit inventory list to CDPH by June 30 *each FY*.
Outputs	4	
	5	
	6	
Notes	1	
	2	
	3	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

PHEP Domain 4
Strengthen Countermeasures and Mitigation

Attachment A

Domain Activity 6:		Coordinate Nonpharmaceutical Interventions (NPIs)	3 FY 2022-23							3 FY 2023-24						
			FY 2022-23 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes
					Status	Primary Barrier	Status	Primary Barrier				Status	Primary Barrier	Status	Primary Barrier	
Activities	1	LHDs will coordinate with stakeholders/partners to define procedures, triggers and necessary authorizations to implement NPIs. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating NPI procedures. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating NPI procedures.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 24* *FY 2019-20 Local PHEP Work Plan, Capability 11, Function 1, Activities 1-2; Function 2, Activity 1.* *PHEP Capabilities Guide pages 112-119* *FY 22-23 HPP Workplan, Capability 4, Phase 1 and Phase 3, Surge Annexes (Infectious Disease, Burn Surge, Radiation, and Chemical)*														
Activities	2															
	3															
	4															

Functions used to guide your planned activities	
	1 Capability 11, F1 Engage partners and identify factors that impact nonpharmaceutical interventions.
	2 Capability 11, F2 Determine nonpharmaceutical interventions.
Outputs from the planned activities	
	1 LHDs will have a reviewed and revised isolated quarantine plan and/or NPI plans and policies. (Activity 1)
Outputs	2
	3
	4
Notes	1
	2
	3

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PHEP Domain 4
Strengthen Countermeasures and Mitigation

Attachment A

			3 FY 2022-23							3 FY 2023-24						
Domain Activity 7:		**Support the Protection of Responders Health and Safety**	**FY 2022-23 Activity Type**	**Estimated Completion**	4 MY Report		5 YE Report		**Notes**	**FY 2023-24 Activity Type**	**Estimated Completion**	4 MY Report		5 YE Report		**Notes**
					Status	**Primary Barrier**	**Status**	**Primary Barrier**				**Status**	**Primary Barrier**	**Status**	**Primary Barrier**	
Activities	1	Determine exposure prevention measures (e.g. decontamination, evacuation strategies). FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating exposure processes. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating exposure processes.* References: *FY 22-23 HPP Workplan, Capability 3, Phase 1, Objective 6, Activity 1.1*														
	2	LHD to assist, train, or provide resources necessary to protect public health first responders, critical workforce personnel, and critical infrastructure workforce from hazards during a public health response and recovery. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating training on responder safety and health processes. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating training on responder safety and health processes.* References: *FY 22-23 HPP Workplan, Capability 3, Phase 2, Objective 5, Activity 2.2*														
Activities	3															
	4															
	5															

Functions used to guide your planned activities		
	1	Capability 14, F1 Identify responder safety and health risks.
	2	Capability 14, F2 Identify risk-specific responder safety and health training.
Outputs from the planned activities		
	1	Documentation of trained staff on PPE, MCM, workplace violence, psychological first aid, other resources specific to an emergency that would protect responders. (Activity 2)
	2	LHDs has updated and reviewed all policies, plans, and procedures related to responder health and safety. (Activity 1)
Outputs	3	
	4	
	5	
Notes	1	
	2	
	3	

[Local Entity Name]

Domain 5:	Strengthen Surge Management
Description:	Surge management is the ability to coordinate jurisdictional partners and stakeholders to ensure adequate public health, health care, and behavioral services and resources are available during events that exceed the limits of the normal public health and medical infrastructure of an affected community. This includes coordinating expansion of access to public health, health care and behavioral services; mobilizing medical and other volunteers as surge personnel; conducting ongoing surveillance and public health assessments at congregate locations; and coordinating with organizations and agencies to provide fatality management services.

↑ Known Gaps:	

Capability 5:	Fatality Management
Capability 7:	Mass Care
Capability 10:	Medical Surge
Capability 15:	Volunteer Management

↓ Classify Activity:		*Are you Building or Sustaining this Domain?*

Outcomes:	1 Efficient coordination of activities to manage public health and medical surge. 2 Optimal coordination of public health, health care, mental/behavioral health, environmental health, and human services needs during mass care operations 3 Improved partnerships to address public health needs during fatality management operations 4 Timely coordination and support from volunteers during a medical surge response

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PHEP Domain 5
Strengthen Surge Management

Domain Activity 1:		Coordinate Activities to Manage Public Health and Medical Surge	3 FY 2022-23 Activity Type	Estimated Completion	4 MY Report Status	4 MY Report Primary Barrier	5 YE Report Status	5 YE Report Primary Barrier	Notes	3 FY 2023-24 Activity Type	Estimated Completion	4 MY Report Status	4 MY Report Primary Barrier	5 YE Report Status	5 YE Report Primary Barrier	Notes	3 FY 2024-25 Activity	Estimated Completion	4 MY R Status
Activities	1	LHDs will maintain MHOAC procedures for engaging the health care system and HCC to collect, provide, and receive information to create a shared situational awareness and common operating picture. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 23-24* *FY 2019-20 Local PHEP Work Plan, Capability 10, Function 1, Activities 1-6.* *PHEP Capabilities Guide pages 92-97* *FY 22-23 HPP Workplan, Capability 2, Phase 1, Objective 1, Activity 2.1 and 2.2* *FY 22-23 HPP Workplan, Capability 1, Phase 1, Objective 2, Activity 2.3*																
	2	LHDs will have or have access to procedures in place to support family reunification. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 23-24* *FY 2019-20 Local PHEP Work Plan, Capability 10, Function 3, Activities 3.* *PHEP Capabilities Guide pages 109-110*																
	3	LHDs will have plans in place that clearly define the public health roles and responsibilities during surge operations and outline procedures on how public health will engage the health care system to provide and receive situational awareness through the surge event. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 23-24* *FY 2019-20 Local PHEP Work Plan, Capability 10, Function 1, Activities 1.* *PHEP Capabilities Guide pages 109-110* *FY 22-23 HPP Workplan, Capability 2, Phase 1, Objective 1, Activity 2.2*																
Activities	4																		
	5																		
	6																		

Functions used to guide your planned activities	
	1 Capability 10, F1 Assess the nature and scope of the incident.
	2 Capability 10, F3 Support jurisdictional medical surge operations.

Outputs from the planned activities	
	1 Updated procedures or processes for supporting family reunification. (Activity 2)
	2 Updated written plans that identify PH's role and responsibilities during surge operations. (Activity 3)
	3 ~~FY 21-22~~ MHOAC procedures updated based on Improvement Plans. (Activity 1)
Outputs	4
	5
	6

Notes	
	1
	2
	3

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

PHEP Domain 5
Strengthen Surge Management

Domain Activity 2:		Coordinate Public Health, Health Care, Mental/Behavioral Health, and Human Services Needs during Mass Care Operations	3 FY 2022-23 Activity Type	Estimated Completion	4 MY Report Status	4 MY Report Primary Barrier	5 YE Report Status	5 YE Report Primary Barrier	Notes	3 FY 2023-24 Activity Type	Estimated Completion	4 MY Report Status	4 MY Report Primary Barrier	5 YE Report Status	5 YE Report Primary Barrier	Notes	3 FY 2024-25 Activity Type	Estimated Completion	4 MY R Status
Activities	1	LHDs will maintain their identified support roles during mass care operations. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating public health's role. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating public health's role.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 26* *FY 2019-20 Local PHEP Work Plan, Capability 7, Function 1, Activity 1* *PHEP Capabilities Guide pages 70-79*																	
	2	LHDs should support family reunification, including any special considerations for children as part of their demobilization mass care operations procedures. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating this process. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating this process.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 26* *FY 2019-20 Local PHEP Work Plan, Capability 7, Function 4, Activity 3* *PHEP Capabilities Guide pages 70-79*																	
Activities	3																		
	4																		
	5																		

Functions used to guide your planned activities	
	1 Capability 7, F1 Determine public health role in mass care operations.
Outputs from the planned activities	
	1 Maintained procedures that identify PH's support role during mass care operations in coordination with partners. (Activity 1)
	2 Updated procedures or processes for the support of family reunification during demobilization. (Activity 2)
Outputs	3
	4
	5
Notes	1
	2
	3

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

			3 FY 2022-23							3 FY 2023-24							3 FY 2024-25		
Domain Activity 3:		**Coordinate with Partners to Address Public Health Needs during Fatality Management Operations**	**FY 2022-23 Activity Type**	**Estimated Completion**	4 MY Report **Status**	4 MY Report **Primary Barrier**	5 YE Report **Status**	5 YE Report **Primary Barrier**	**Notes**	**FY 2023-24 Activity Type**	**Estimated Completion**	4 MY Report **Status**	4 MY Report **Primary Barrier**	5 YE Report **Status**	5 YE Report **Primary Barrier**	**Notes**	**FY 2024-25 Activity**	**Estimated Completion**	4 MY F **Status**
Activities	1	LHDs will define public health's role in fatality management. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide fatality management partners. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide fatality management partners.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 26-27* *FY 2019-20 Local PHEP Work Plan, Capability 5, Function 1, Activity 2* *PHEP Capabilities Guide pages 52-55*																	
	2	LHDs will maintain ability to provide recommendations for hazardous specific fatality situations. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating recommendations. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating recommendations.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 26-27* *FY 2019-20 Local PHEP Work Plan, Capability 5, Function 2, Activities 1-2* *PHEP Capabilities Guide pages 55-58*																	
Activities	3																		
	4																		

Functions used to guide your planned activities		
	1	Capability 5, F1 Determine the public health agency role in fatality management
	2	Capability 5, F2 Identify and facilitate access to public health resources to support fatality management operations
Outputs from the planned activities		
	1	Updated procedures that contain the collection and analysis of incident data.
	2	Documentation of Crisis Communication elements identified in exercises, real world incidents and or planned events.
Outputs	3	
	4	
Notes	1	
	2	
	3	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

PHEP Domain 5
Strengthen Surge Management

Domain Activity 4:		Coordinate Medical and Other Volunteers to Support Public Health and Medical Surge	3 FY 2022-23 Activity Type	Estimated Completion	4 MY Report Status	4 MY Report Primary Barrier	5 YE Report Status	5 YE Report Primary Barrier	Notes	3 FY 2023-24 Activity Type	Estimated Completion	4 MY Report Status	4 MY Report Primary Barrier	5 YE Report Status	5 YE Report Primary Barrier	Notes	3 FY 2024-25 Activity Type	Estimated Completion	4 MY R Status
Activities	1	LHDs will maintain, test/train the Disaster Healthcare Volunteer system (ESAR-VHP) to register and verify credentials of medical volunteers. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating volunteer processes. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating volunteer processes.* Reference: *FY 21-22 HPP Workplan, Capability 4, Phase 3, Objective 2, Activity 1.1*																	
	2	LHDs will develop, refine or maintain written plans that identify the public health role(s) and responsibilities in supporting volunteer management operations. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating public health's role. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating public health's role.* Reference: *FY 22-23 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 3.3*																	
Activities	3																		
	4																		
	5																		

Functions used to guide your planned activities	
	1 Capability 15, F1 Recruit, coordinate and train volunteers.

Outputs from the planned activities	
	1 Up-to-date DHV system which includes licensed healthcare professionals. (Activity 1)
	2 Updated written plans that identify the PH role and responsibilities in supporting volunteer operations. (Activity 2)
Outputs	3
	4

Notes	
	1
	2
	3

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

PHEP Domain 5
Strengthen Surge Management

Required by State Activity 1:		Support HPP Medical Surge Planning	3 FY 2022-23 Activity Type	Estimated Completion	4 MY Report Status	4 MY Report Primary Barrier	5 YE Report Status	5 YE Report Primary Barrier	Notes	3 FY 2023-24 Activity Type	Estimated Completion	4 MY Report Status	4 MY Report Primary Barrier	5 YE Report Status	5 YE Report Primary Barrier	Notes	3 FY 2024-25 Activity Type	Estimated Completion	4 MY R Status
Activities	1	FY 21-22 LHDs will assist and provide subject matter expertise to the Hospital Preparedness Program's (HPP) development of their Health Care Coalition (HCC) level Response Plan Annex on Infectious Disease Surge. Utilize existing LHD Pandemic Influenza plan for Infectious Disease. Refer to the PHEP Capabilities Guide for a list of stakeholders to include in planning process. *FY 22-23 Continue to assist in the maintenance, testing and updating of the HCC Infectious Disease Surge Annex.* References: *CDC NoFO PHEP CDC RFA TP19-1901, page 11-12* *FY 2019-20 Local PHEP Work Plan, Capability 1, Function 2, Activity 5* *PHEP Capabilities Guide, multiple locations, key word search the plan.* *FY 2019-20, 2020-21 and 2021-2022 Pan Flu Workplan.* *FY 22-23 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 3.6*																	
	2	FY 21-22 LHDs will assist and provide subject matter expertise to the Hospital Preparedness Program's (HPP) development of their Health Care Coalition (HCC) level Response Plan Annex on Burn Surge. Refer to the PHEP Capabilities Guide for a list of stakeholders to include in planning process. *FY 22-23 Continue to assist in the maintenance, testing and updating of the HCC Burn Surge Annex.* References: *CDC NoFO PHEP CDC RFA TP19-1901, page 11-12* *FY 2019-20 Local PHEP Work Plan, Capability 1, Function 2, Activity 5* *PHEP Capabilities Guide, multiple locations, key word search the plan.* *FY 22-23 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 3.5*																	
	3	FY 21-22 LHDs will assist and provide subject matter expertise to the Hospital Preparedness Program's (HPP) development of their Health Care Coalition (HCC) level Response Plan Annex on Radiation Surge. Refer to the PHEP Capabilities Guide for a list of stakeholders to include in planning process. *FY 22-23 Continue to assist in the development of the HCC Radiation Surge Annex.* References: *CDC NoFO PHEP CDC RFA TP19-1901, page 11-12* *FY 2019-20 Local PHEP Work Plan, Capability 1, Function 2, Activity 5* *PHEP Capabilities Guide, multiple locations, key word search the plan.* *FY 22-23 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 3.7* *CDPH training on Environmental Health Training in Emergency Response (EHTER) is available, contact: Allison.Wilder@cdph.ca.gov*																	
	4	FY 21-22 LHDs will assist and provide subject matter expertise to the Hospital Preparedness Program's (HPP) development of their Health Care Coalition (HCC) level Response Plan Annex on Chemical Surge. Refer to the PHEP Capabilities Guide for a list of stakeholders to include in planning process. *FY 22-23 Continue to assist in the development of the HCC Chemical Surge Annex.* References: *CDC NoFO PHEP CDC RFA TP19-1901, page 11-12* *FY 2019-20 Local PHEP Work Plan, Capability 1, Function 2, Activity 5* *PHEP Capabilities Guide, multiple locations, key word search the plan.* *FY 22-23 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 3.8* *CDPH training on Environmental Health Training in Emergency Response (EHTER) is available, contact: Allison.Wilder@cdph.ca.gov*																	
	5	FY 21-22 LHDs will review the State's Crisis Standards of Care guidelines. *FY 22-23 Continue to work on this activity and deliverable.* Reference: *https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/California%20SARS-CoV-2%20Crisis%20Care%20Guidelines%20-June%208%202020.pdf*																	
	6	FY 21-22 LHDs will participate in the Statewide Medical Health Exercise of Crisis Standards of Care, date to be announced. *FY 21-22 This activity was waived.* *FY 22-23 LHDs will participate in the Statewide Medical Health Exercise of Crisis Standards of Care, date to be announced.* Reference: *CDPH Statewide Medical & Health Exercise, https://www.cdph.ca.gov/Programs/EPO/Pages/swmhe.aspx*																	
Activities	7																		
	8																		
	9																		

Functions used to guide your planned activities	
1	Capability 10, F3 Support jurisdictional medical surge operations.

Outputs from the planned activities	
1	~~FY 21-22~~ LHD Infectious Disease plan utilized by HCC. (Activity 1)
2	~~FY 21-22~~ LHD provide subject matter expertise to HCCs development of their Burn Surge Annex. (Activity 2)
3	~~FY 21-22~~ LHD provide subject matter expertise to HCCs development of their Radiation Surge Annex. (Activity 3)

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

[Local Entity Name]

Domain 6:	Strengthen Biosurveillance
Description:	Biosurveillance is the ability to conduct rapid and accurate laboratory tests to identify biological, chemical, radiological, and nuclear agents; and the ability to identify, discover, locate, and monitor - through active and passive surveillance - threats, disease agents, incidents, outbreaks, and adverse events, and provide relevant information in a timely manner to stakeholders and the public.

1 Known Gaps:	

Capability 12:	Public Health Laboratory Testing
Capability 13:	Public Health Surveillance and Epidemiological Investigation

2 Classify Activity:		*Are you Building or Sustaining this Domain?*

Outcomes:	1 Maintain full ability to conduct rapid and accurate laboratory tests to identify biological agents. 2 Maintain full ability to collect and analyze data for surveillance and epidemiological investigation.

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PHEP Domain 6
Strengthen Biosurveillance

			[3] FY 2022-23							[3] FY 2023-24						
Domain Activity 1:		**Conduct Epidemiological Surveillance and Investigation**	**FY 2022-23 Activity Type**	**Estimated Completion**	**[4] MY Report**		**[5] YE Report**		**Notes**	**FY 2023-24 Activity Type**	**Estimated Completion**	**[4] MY Report**		**[5] YE Report**		**N**
					Status	**Primary Barrier**	**Status**	**Primary Barrier**				**Status**	**Primary Barrier**	**Status**	**Primary Barrier**	
Activities	1	LHDs will continue to develop, maintain, support, and strengthen surveillance and detection systems and epidemiological processes. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 27-30* *Pan Flu Work Plan, utilize immunization registry for epidemiological surveillance* *FY 2019-20 Local PHEP Work Plan, Capability 13, Function 1, Activities 1, 2 & 9.* *PHEP Capabilities Guide pages 128-137*													
	2	Collaborate to enhance essential surveillance systems. LHDs should enhance the public health information system workforce and advance electronic information exchange. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating surveillance processes. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating surveillance processes.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 27-30* *FY 2019-20 Local PHEP Work Plan, Capability 13, Function 1, Activities 3, 4, 5, 6.* *PHEP Capabilities Guide pages 128-137*													
	3	LHDs will identify and have access to personnel trained to manage and monitor routine jurisdictional surveillance, and epidemiological investigation systems, and support surge requirements in response to threats. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide surveillance personnel training. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide surveillance personnel training.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 27-30* *FY 2019-20 Local PHEP Work Plan, Capability 13, Function 2, Activity 7.* *PHEP Capabilities Guide pages 128-137*													

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

4	LHDs will have a process in place to establish partnerships, conduct investigations, and share information with other governmental agencies, partners, and organizations. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 27-30* *FY 2019-20 Local PHEP Work Plan, Capability 13, Function 1, Activities 7; Function 2, Activities 2 & 3.* *PHEP Capabilities Guide pages 128-137*														
5	LHDs will evaluate effectiveness of public health surveillance and epidemiological investigation processes and systems. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes and systems. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating processes and systems.*														
6	LHDs whose jurisdictional border is shared with Mexico, will conduct border health surveillance activities. *FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating surveillance processes.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 27-30* *FY 2019-20 Local PHEP Work Plan, Capability 13, Function 1, Activity 7.* *PHEP Capabilities Guide pages 128-137*														
7	LHDs will implement process(es) for using poison control center data for public health surveillance. *FY 21-22 Continue to work on this activity and deliverable.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 27-30* *FY 2019-20 Local PHEP Work Plan, Capability 13, Function 1, Activity 8.* *PHEP Capabilities Guide pages 128-137* For more details regarding how Poison Control can assist please contact SEHeard@CalPoison.org.														

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	8	LHDs will maintain access to electronic death registration (EDR) systems. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating this processes. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating this processes.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 27-30* *FY 2019-20 Local PHEP Work Plan, Capability 13, Function 3, Activity 2.* *PHEP Capabilities Guide pages 128-137*																
Activities	9																		
	10																		
	11																		

Functions used to guide your planned activities	
	1 Capability 13, F1 Conduct or support public health surveillance.
	2 Capability 13, F2 Conduct public health surveillance and epidemiological investigations.
	3 Capability 13, F3 Recommend, monitor and analyze mitigation actions.
	Capability 13, F4 Improve public health surveillance and epidemiological investigation systems.

Outputs from the planned activities	
	1 *Documentation of surveillance and detection systems. (Activity 1)*
	2 *Documentation of access to trained personnel. (Activity 3)*
	3 Documentation of evaluation of effectiveness. (Activity 5)
	4 *Documentation of processes for partnering with poison control. (Activity 7)*
	5 ~~FY 21-22~~ Enhanced early detection of potential public health threats. (Activity 2)
	6 ~~FY 21-22~~ LHDs that have border points of entry, enhanced early detection of potential public health threats entering the State. (Activity 6)
Outputs	7
	8
	9
Notes	1
	2
	3

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

			[3] FY 2022-23							[3] FY 2023-24						
Domain Activity 2:		**Conduct Laboratory Testing** Reference: Pan Flu Work Plan	**FY 2022-23 Activity Type**	**Estimated Completion**	**[4] MY Report**		**[5] YE Report**		**Notes**	**FY 2023-24 Activity Type**	**Estimated Completion**	**[4] MY Report**		**[5] YE Report**		**N**
					Status	**Primary Barrier**	**Status**	**Primary Barrier**				**Status**	**Primary Barrier**	**Status**	**Primary Barrier**	
Activities	1	LHDs, whose jurisdiction includes a LRN-B Lab, will meet LRN-B proficiency testing (PT) requirements. This is a PHEP Benchmark. FY 21-22 Continue to work on this activity and deliverable. *FY 22-23 Continue to work on this activity and deliverable.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 30-35* *FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activities 1 & 4.* *PHEP Capabilities Guide pages 120-127*														
	2	LHDs, whose jurisdiction includes a LRN-B Lab, will meet or sustain standard reference laboratory requirements as appropriate. FY 21-22 Continue to work on this activity and deliverable. *FY 22-23 Continue to work on this activity and deliverable.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 30-35* *FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activities 1 & 4.* *PHEP Capabilities Guide pages 120-127*														
	3	LHDs, whose jurisdiction includes a LRN-B Lab, should have the ability to expeditiously transport, test and report threat samples with 24 hours. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating these processes. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating these processes.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 30-35* *FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activities 4 & 12.* *PHEP Capabilities Guide pages 120-127*														
	4	LHDs, whose jurisdiction includes a LRN-B Lab, will ensure there are established partnerships and processes for addressing joint investigations of intentional public health threats or incidents between the appropriate authorities. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating these processes. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating these processes.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 30-35* *FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activity 5.* *PHEP Capabilities Guide pages 120-127*														
	5	LHDs, whose jurisdiction includes a LRN-B Lab, must maintain a list of sentinel laboratories with current contact information and engage sentinel laboratories utilizing contact drills to support the detection of emerging infectious diseases (EIDs). *FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating these processes.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 30-35* *FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activity 10.* *PHEP Capabilities Guide pages 120-127*														

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

	6	Maintain staffing and equipment requirements. LHDs, whose jurisdiction includes a LRN-B Lab, must ensure the LRN-B standard laboratory checklist requirements are met. *FY 21-22 Continue to work on this activity and deliverable.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 30-35* *FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activity 9.*															
	7	LHDs, whose jurisdiction includes a public health lab, will maintain a current laboratory COOP plan to ensure the ability to conduct ongoing testing for routine and emerging public health threats and exercise their laboratory COOP plan at least once every five years. *FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating the COOP.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 30-35* *FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activity 7.* *PHEP Capabilities Guide pages 120-127*															
	8	LHDs, whose jurisdiction includes a public health lab, will maintain certification for packaging and shipping. *FY 21-22 Continue to work on this activity and deliverable.* FY 22-23 Continue to work on this activity and deliverable. Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 30-35* *FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activity 11.* *PHEP Capabilities Guide pages 120-127*															
	9	LHDs, whose jurisdiction includes a public health lab, will maintain lab workforce for surge capacity, preventative maintenance agreements and standard laboratory checklist requirements for staffing and equipment. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating lab staffing. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating lab staffing.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 30-35* *FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activity 9.* *PHEP Capabilities Guide pages 120-127*															
	10	LHDs, whose jurisdiction includes a public health lab, will continue to submit data to CalREDIE. *FY 21-22 Continue to work on this activity and deliverable.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 30-35* *FY 2019-20 Local PHEP Work Plan, Capability 12, Function 1, Activity 9.* *PHEP Capabilities Guide pages 120-127*															
	11	LHDs, without a public health lab, will maintain a contract with a local public health lab for testing, packaging, shipping and coordination of sample transport. FY 21-22 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating these processes. *FY 22-23 Continue to work on this activity and deliverable. Utilize COVID-19 activities, as appropriate, to inform and guide updating these processes.* Reference: *CDC NoFO PHEP CDC RFA TP19-1901, page 30-35* *PHEP Capabilities Guide pages 120-127*															
Activities	12																
	13																
	14																

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Functions used to guide your planned activities		
	1	Capability 12, F1 Conduct laboratory testing and report results.
	2	Capability 12, F2 Enhance laboratory communications and coordination.
	3	Capability 12, F3 Support training and outreach.
Outputs from the planned activities		
	1	Maintain a local public health lab or contract with a local public health lab for testing, packaging, shipping and coordination of sample transport.
	2	Maintain CDC Federal Select Agents Program (FSAP) certification for select agent testing as appropriate.
	3	Maintain packaging and shipping certifications. (Activity 8)
	4	Contract or MOU with a public health lab. (Activity 11)
	5	Public Health labs maintain and/or update the COOP. (Activity 7)
	6	Maintain staffing and equipment as appropriate. (Activity 6)
	7	~~FY 21-22~~ LRN-B Lab maintained.
	8	~~FY 21-22~~ Enhanced coordination with appropriate authorities. (Activity 4)
	9	~~FY 21-22~~ A process for maintaining lab functionality during a surge. (Activity 9)
	10	~~FY 21-22~~ A process for submitting data to CalREDIE. (Activity 10)
	11	~~FY 21-22~~ Sentinel laboratories current contacts and contact drills. (Activity 5)
Outputs	12	
	13	
	14	
Notes	1	
	2	
	3	

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Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Application	Definitions
Known Gaps[1]	
Known Gaps	Enter gaps identified from jurisdictional Capabilities Planning Guide (CPGs) survey, trainings, exercises, real events, after action reports and/or improvement plans that you want to resolve during the fiscal year.
Classify Activity[2]	
Sustain	A capability is built and ready for an emergency and/or disaster. Sustainment is working through the preparedness cycle; train, exercise, evaluate and improve in order to retain the ability and improve based on current jurisdictional hazards.
Build	A capability is incomplete. Building activities include research, development, identifying key partners and stakeholders, establishing relationships, defining roles, responsibilities, draft, public comment, etc..
Fiscal Year (FY) Activity[3]	
Plan/Develop	Strategic and operational planning establishes priorities, identifies expected levels of performance and capability requirements, provides the standard for assessing capabilities and helps stakeholders learn their roles. The planning elements identify what an organization's Standard Operating Procedures (SOPs) or Emergency Operations Plans (EOPs) should include for ensuring that contingencies are in place for delivering the capability during a large-scale disaster.
Organize/Equip	Organizing and equipping include identifying what competencies and skill sets people should possess and ensuring an organization has the correct personnel. Additionally, it includes identifying and acquiring standard equipment an organization may need to use in times of emergency.
Train	Training with the knowledge, skills, and abilities needed to perform key tasks required during a specific emergency situation.
Exercise	Exercises enable entities to identify strengths and incorporate them within best practices to sustain and enhance existing capabilities. They also provide an objective assessment of gaps and shortfalls within plans, policies and procedures to address areas for improvement prior to a real-world incident. Exercises help clarify roles and responsibilities among different entities, improve inter-agency coordination and communications and identify needed resources and opportunities for improvement.
Evaluate/Improve	Quality improvement thru after action Reports (AARs), collecting lessons learned, develop improvement plans, and track corrective actions to address gaps and deficiencies identified in exercises or real-world events to continuously improve and strengthen preparedness.
Updating	Modernize, make current and/or include the most recent information.
Not Applicable	Does not apply my jurisdiction. For example, a Public Health Lab, non CRI etc.
Estimated Completion[3]	
This fiscal year by Q2	The activity will be complete by the end of the second quarter of the fiscal year.
This fiscal year by Q4	The activity will be complete by the end of the fourth quarter of the fiscal year.
Continuous	The activity occurs throughout the year.
Out year	Not working on the activity this fiscal year, it will be addressed in the future.

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment A

Reporting

Status[4-5]	
Complete	The Activity has been fully executed/in place to satisfy all requirements.
In progress, on schedule	This Activity is work in progress and will be completed by the Estimated Completion time.
In progress, off schedule	This Activity is work in progress and will be not be completed/late by the Estimated Completion time.
Not Started	No work has been done on this Activity.
Canceled	This activity will not be finished/completed this FY.

Primary Barrier[4-5]	
None	No barriers to completing this Activity and corresponding Outputs.
Lack of Funding	In sufficient funding to complete this Activity and corresponding Outputs.
Lack of Personnel	In sufficient staff or subject matter experts to complete this Activity and corresponding Outputs.
Administrative	Jurisdictional administrative processes delayed and/or pushed back the the next FY this Activity.
Time Constraint	Various factors limited the amount of time needed to complete this Activity. A few example, deadlines, workload, and reso
Waiting on EPO	Waiting on EPO to provide materials, resources or guidelines that impedes completion of this Activity.
Real Event	Jurisdiction
Other, provide in the *Notes* section.	Add additional information in the Notes section of this Activity.

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

Date:

California Department of Public Health
Emergency Preparedness Office

FY 2022-23 to FY 2026-27 Local Health Department Work Plan for Hospital Preparedness Program (HPP) and the Health Care Coalition

DRAFT

[Local Entity Name]

Region:

Population size:

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

[Local Entity Name]

This is a short list that includes requirements, a checklist and clarifications for the Hospital Preparedness Program (HPP) funding. This list is not exhaustive, HCCs are required to study the HPP Capability Guide and HPP Performance Measures and therein

HPP Performance Measures Implementation Guides

Link: https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/hpp-pmi-guidance-2017.pdf

Link: https://www.phe.gov/Preparedness/planning/hpp/reports/pmi-guidance-2019-2023/Pages/default.aspx

Pages 90-96 in the 2019-2023 HPP Performance Measures Implementation Guide contain a crosswalk of performance measures to HPP Workplan activities.

HPP Capability Guide

Link: https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/2017-2022-healthcare-pr-capablities.pdf

HPP Coalition Assessment Tool (CAT)

HPP Performance Measures are reported in the Coalition Assessment Tool (CAT) and to CDPH. CDPH will utilize information in the CAT to meet CDPH's required HPP reporting. CDPH will require HCCs to provide required deliverables and data that are not contained in the CAT. If you need to update your CAT point of contact and access, use the email provided below.

Link: https://HPPCAT.hhs.gov

Email: CAT@HHS.gov

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Attachment B

Requirement	
	HPP-PHEP-EMA Joint Exercise: **Select** from the dropdown menu the year of the exercise. This exercise must be a standalone functional or full scale joint exercise once every five years (rolling five years). This exercise **must** include a surge of patients into the health care system. *FY 2021-22 HPP Funding Opportunity Announcement, page 16.*
	Pediatric Surge Care Annex, Exercise: **Select** from the dropdown menu the year of the exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. *See Capability 4, Phase 3, Objective 2, Activity 4.6.*
	Radiation Emergency Surge Annex, Exercise: **Select** from the dropdown menu the year of the exercise if selected over the Chemical Emergency Surge Annex exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. *See Capability 4, Phase 3, Objective 2, Activity 5.7* .
↑ **or** ↓	(Radiation or Chemical Exercise)
	Chemical Emergency Surge Annex, Exercise: **Select** from the dropdown menu the year of the exercise if selected over the Radiation Emergency Surge Annex exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. *See Capability 4, Phase 3, Objective 2, Activity 5.8.*
	Burn Surge Annex, Exercise: **Select** from the dropdown menu the year of the exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. *See Capability 4, Phase 3, Objective 2, Activity 6.9.*
	Infectious Disease Preparedness and Surge Annex, Exercise: **Select** from the dropdown menu the year of the exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. *See Capability 4, Phase 3, Objective 2, Activity 9.10*
FY 2022-23	Participate in State Wide Medical Health Exercise of Crisis Standards of Care CONOPS. *See Capability 4, Phase 3, Objective 1, Activity 3.1.*

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	Provide a current inventory: **Select** which quarter to provide the list of all HCC resources purchased in the previous fiscal year that would be utilized during an exercise or real event each year to CDPH. *State Site Visit/State Audit requirement.*

Checklist

	Performance Measure 4: Complete HCC member updates, in CDPH template by the due date.
	Performance Measure 6: Other Exercise Requirements within the CAT, Exercise Tool report exercise dates and complete a datasheet for all required exercises.
	Performance Measure 9: Complete Jurisdictional Risk Assessment Survey provided by CDPH by the due date.
	Performance Measure 10: After Action Reporting (AAR) and Improvement Planning (IP) Matrix, complete within the CAT within the Exercise Tool.
	Performance Measures 12 & 13: Redundant Communications Drills 1 & 2, enter data into the CAT. The second drill must be six months after the first.
	Capability Assessments must be completed within the CAT before the end of year due date.
	Performance Measure HPP-PHEP J.1, Information Sharing: Report Essential Elements of Information (EEIs), situation reporting, to CDPH as requested during exercises and real events.
	CAHAN Communication Drills, quarterly.
	Disaster Health Volunteers (DHV) Program must be maintained annually. *See Capability 4, Phase 3, Objective 2, Activity 1.1*

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Clarifications

Performance Measure 22: This is a Hospital performance measure collected by the Emergency Medical Services for Children (EMSC). This should align with your Pediatric Surge Annex.

Performance Measure HPP-PHEP J.2, Volunteers: This is a State level performance measure.

Performance Measures 23-28: Annual Hospital Surge Test (HST) in the CAT within the Exercise Tool. **Only complete if,** you have a hospital that is in a Frontier and Remote Area (FAR) level four. https://www.ers.usda.gov/data-products/frontier-and-remote-area-codes/

HCC Exercise with an FCC to participate in the NDMS patient movement in the CAT within the Exercise Tool. **Only complete if,** you have a Federal Coordination Center (FCC) in your jurisdiction. https://asprtracie.hhs.gov/technical-resources/resource/5622/national-disaster-medical-system-federal-coordinating-center-guide

If there is a difference between the Performance Measures and HPP Funding Opportunity Announcement (FOA), the most current requirement is listed in this work plan, at this point in time it is based on the Performance Measures Implementation Guide 2019-2023.

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

[Local Entity Name]

Capability 1:	**Foundation for Health Care and Medical Readiness**
Goal:	The community's health care organizations and other stakeholders – coordinated through a sustainable Hea have strong relationships, identify hazards and risks, and prioritize and address gaps through planning, train managing resources.

1 Known Gaps:	

2 Classify Activity: *Are you Building or Sustaining this Capability?*

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PHASE 1: Plan and Prepare

		3 FY 2022-23
Objective 1	**Establish and Operationalize a Health Care Coalition (HCC)**	**FY 2022-23 Activity Type**
Activity 2	**Identify HCC Members**	
1	HCCs will annually provide a listing of all core members and additional coalition members. EPO will provide a template with instructions and a due date in Q1. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 46* *FY 2019-20 Local HPP Work Plan, Capability 1, Objective 1, Activity 1* *2017-2022 Health Care Preparedness and Response Capabilities, page 11-12* *2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 3, page 11-12* *2019-2023 HPP Performance Measures Implementation Guidance*	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

2	Core HCC members should be represented at all HCC meetings, virtually or in-person. Core members should sign all HCC-related documentation and participate in all HCC exercises. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 46* *FY 2019-20 Local HPP Work Plan, Capability 1, Objective 1, Activity 1* *2017-2022 health Care Preparedness and Response Capabilities, page 11-12* *2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 3, 4 and 5, page 11-16* *2019-2023 HPP Performance Measures Implementation Guidance*	
Activity 3	**Establish HCC Governance**	
3	HCCs will maintain engagement with the Clinical Advisor. *Include this position in your HPP Budget.* *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 48-49* *FY 2019-20 Local HPP Work Plan, Capability 1, Objective 1, Activity 7 and 8* *2017-2022 health Care Preparedness and Response Capabilities, page 11-12* *Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov*	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

	4	HCCs will continue to maintain a HCC Readiness and Response Coordinator. *Include this position in your HPP Budget.* *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 48-49* *FY 2019-20 Local HPP Work Plan, Capability 1, Objective 1, Activity 7 and 9* *2017-2022 health Care Preparedness and Response Capabilities, page 11-12* *Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov*	
Activities	5		
	6		
	7		
Outputs from the planned activities			
	1	Provide a listing of all core and additional coalition members in Q1 (Activity 2.1).	
	2	Provide an agenda and sign-in sheets from HCC meetings and trainings (Activity 2.2).	
Outputs	3		
	4		
	5		
Notes	1		
	2		
	3		

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

		3 FY 2022-23
Objective 2	**Identify Risks and Needs**	**FY 2022-23 Activity Type**
Activity 1	**Assess Hazard Vulnerability and Risks**	
1	HCCs will continue to annually update their Hazard Vulnerability Assessment (HVA). *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 49-50* *FY 2019-20 Local HPP Work Plan, Capability 1, Objective 1, Activity 3* *2017-2022 Health Care Preparedness and Response Capabilities, page 13-14* *ASPR TRACIE: https://asprtracie.hhs.gov/technical-resources/3/hazard-vulnerability-risk-assessment/1* *FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1*	
2	HCC funded projects must go toward a risk(s) identified in the HVA, identified gap(s), and/or corrective actions. Utilize "Known Gaps" at the beginning of each Capability in this work plan. Upload work plan and budget into the CAT 30 days after award. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 49* *FY 2019-20 Local HPP Work Plan, Capability 1, Objective 1, Activity 5, 10* *2017-2022 Health Care Preparedness and Response Capabilities, page 13-14* *Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov*	
Activity 2	**Assess Regional Health Care Resources**	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

3	HCCs will continue to annually update and maintain a resource inventory assessment to identify health care resources and services at the jurisdictional level and have available for the RDMHS. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 50* *FY 2019-20 Local HPP Work Plan, Capability 1, Objective 1, Activity 4* *2017-2022 Health Care Preparedness and Response Capabilities, page 14-15* *FY 21-22 PHEP Workplan, Domain 5, Domain Activity 1, Activity 1*	
Activity 4	**Assess Community Planning for Children, Pregnant Women, Seniors, Individuals with Access and Functional Needs, People with Disabilities, and Others with Unique Needs**	
4	HCCs will continue to annually assess community planning for at risk populations. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 50-51* *FY 2019-20 Local HPP Work Plan, Capability 1, Objective 2, Activity 1* *2017-2022 Health Care Preparedness and Response Capabilities, page 15* *FY 21-22 PHEP Workplan, Domain 1, Domain Activity 3, Activity 1 and Activity 2*	
Activities 5		
6		
7		

Outputs from the planned activities	
1	HCCs will have an updated HVA by June 30 (Activity 1.1).
2	HCCs will have HPP Work Plan and Budget into the CAT within 30 days of award (Activity 1.2).

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

	3	HCCs will have an updated inventory list available upon request (Activity 2).
Outputs	4	
	5	
	6	
Notes	1	
	2	
	3	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

			3 FY 2022-23
Objective 3		**Develop a HCC Preparedness Plan**	**FY 2022-23 Activity Type**
Activity 1		Same as above.	
	1	HCCs will continue to update and maintain their Preparedness Plan. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 51-52* *FY 2019-20 Local HPP Work Plan, Capability 1, Objective 1, Activity 6* *2017-2022 Health Care Preparedness and Response Capabilities, page 17-18* *2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 4, page 13-14* *Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov*	
Activities	2		
	3		
	4		
Outputs from the planned activities			
	1	HCCs will have an updated Preparedness Plan by June 30 (Activity 1).	
Outputs	2		
	3		
	4		
Notes	1		
	2		
	3		

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

		3 FY 2022-23
Objective 5	**Ensure Preparedness is Sustainable**	**FY 2022-23 Activity Type**
Activity 3	**Engage Clinicians**	
1	HCCs will continue to engage health care executives, clinicians, community leaders, and tribal representatives in debriefs/hot washes. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 52-53* *FY 2019-20 Local HPP Work Plan, Capability 1, Objective 5, Activity 2* *2017-2022 Health Care Preparedness and Response Capabilities, page 23-24* *FY 21-22 PHEP Workplan, Domain 1, Domain Activity 4, Activity 1*	
Activity 4	**Engage Community Leaders**	
2	HCCs will continue to engage community leaders, organizations, and the media in exercises to promote resilience of the entire community. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 52-53* *FY 2019-20 Local HPP Work Plan, Capability 1, Objective 5, Activities 1-2* *2017-2022 Health Care Preparedness and Response Capabilities, page 23-24*	
Activity 5	**Promote Sustainability of HCC**	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

	3	HCCs will continue to promote sustainability of HCC by considering cost share with other organizations with similar requirements and leverage group buying power. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 53-54* *FY 2019-20 Local HPP Work Plan, Capability 1, Objective 5, Activities 1 and 3* *2017-2022 Health Care Preparedness and Response Capabilities, page 24*	
Activities	4		
	5		
	6		

Outputs from the planned activities		
	1	HCCs will provide documentation of engagement (Activity 3.1 & Activity 4.2).
Outputs	2	
	3	
	4	
Notes	1	
	2	
	3	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

PHASE 2: Train and Equip

		3 FY 2022-23
Objective 4	**Train and Prepare the Health Care and Medical Workforce**	**FY 2022-23 Activity Type**
Activity 1	**Promote Role-Appropriate NIMS Implementation**	
1	HCCs will continue to promote role-appropriate National Incident Management System (NIMS) and Standardized Emergency Management System (SEMS) trainings. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 54* *FY 2019-20 Local HPP Work Plan, Capability 1, Objective 4, Activity 1* *2017-2022 Health Care Preparedness and Response Capabilities, page 19*	
Activity 2	**Educate and Train on Identified Preparedness and Response Gaps**	
2	HCCs will continue to provide trainings based on risks, resource gaps, deliverables and corrective actions. HCCs will upload a list of planned training activities within 30 days of award. *FY 20-21 Waived.* *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 54* *FY 2019-20 Local HPP Work Plan, Capability 1, Objective 4, Activity 1* *2017-2022 Health Care Preparedness and Response Capabilities, page 19* *FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 2* *FY 21-22 PHEP Workplan Domain 2, Domain Activity 1, Activity 2*	
Activities 3		
4		
5		

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

Outputs from the planned activities		
	1	HCCs will upload a list of planned training activities within 30 days of award (Activity 2.2).
Outputs	2	
	3	
	4	
Notes	1	
	2	
	3	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

PHASE 3: Exercise and Respond

			3 FY 2022-23
Objective 4		**Train and Prepare the Health Care and Medical Work Force**	**FY 2022-23 Activity Type**
Activity 3		**Plan and Conduct Coordinated Exercises with HCC Members and Other Response Organizations**	
	1	HPP, PHEP and all HCCs will participate in the annual Statewide Medical Health Exercise (SWMHE). *FY 20-21 Canceled.* *FY 21-22 Canceled.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 55* *FY 2019-20 Local HPP Work Plan, Capability 1, Objective 4, Activity 3 and 5* *2017-2022 Health Care Preparedness and Response Capabilities, page 20-21* *FY 21-22 PHEP Workplan, Domain 1, Domain Activity 2, Activity 2*	
Activities	2		
	3		
	4		
Outputs from the planned activities			
	1	HCCs will provide after action reports (AARs) and improvement plans (IPs) (Activity3.1).	
Outputs	2		
	3		
	4		
Notes	1		
	2		
	3		

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

lth Care Coalition – ing, exercising, and

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

[Local Entity Name]

Capability 2:	**Health Care and Medical Response Coordination**
Goal:	Health care organizations, the HCC, their jurisdiction(s), and the state's/jurisdiction's ESF-8 lead agency collaborate to share and analyze information, manage and share resources, and coordinate strategies to care to all populations during emergencies and planned events.

1 **Known Gaps:**	

2 **Classify Activity:**		*Are you Building or Sustaining this Capability?*

DRAFT

PHASE 1: Plan and Prepare

		3 FY 2022-23
Objective 1	**Develop and Coordinate Health Care Organization and HCC Response Plans**	**FY 2022-23 Activity Type**
Activity 2	**Develop a HCC Response Plan**	
1	HCCs, in coordination with PHEP, will review and update their Response Plan annually and upload into the CAT. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 56-57* *FY 2019-20 Local HPP Work Plan, Capability 2, Objective 1, Activity 2* *2017-2022 Health Care Preparedness and Response Capabilities, page 27-28* *2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16* *Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov* *FY 21-22 PHEP Workplan, Domain 1, Domain Activity 5, Activity 1* *FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1* *FY 21-22 PHEP Workplan, Domain 5, Domain Activity 1, Activity 1* *2019-2023 HPP Performance Measures Implementation Guidance*	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

	2	HCCs, in coordination with PHEP, will update and maintain current operational roles, situational awareness, information sharing and resource management in their Response Plan annually. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 57* *FY 2019-20 Local HPP Work Plan, Capability 2, Objective 1, Activity 2* *2017-2022 Health Care Preparedness and Response Capabilities, page 27-28* *2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16* *FY 21-22 PHEP Workplan, Domain 1, Domain Activity 5, Activity 1* *FY 21-22 PHEP Workplan, Domain 5, Domain Activity 1, Activity 1* *FY 21-22 PHEP Workplan, Domain 5, Domain Activity 1, Activity 3* *2019-2023 HPP Performance Measures Implementation Guidance*	
	3	HCCs will continue to participate with PHEP to update and maintain the jurisdictions All Hazards Preparedness and Response Plan annually. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 57* *2017-2022 Health Care Preparedness and Response Capabilities, page 27-28* *FY 21-22 PHEP Workplan, Domain 1, Domain Activity 5, Activity 1* *FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1* *2019-2023 HPP Performance Measures Implementation Guidance*	
Activities	4		
	5		
	6		

Outputs from the planned activities		
	1	HCCs will have an updated Response Plan by June 30 (Activity 2.1, 2.2, 2.3).
Outputs	2	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

		3 FY 2022-23
Objective 2	**Utilize Information Sharing Processes and Platforms**	**FY 2022-23 Activity Type**
Activity 1	**Develop Information Sharing Procedures**	
1	HCCs will continue to update their essential elements of information (EEIs) in their Response Plan, annually. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 58* *FY 2019-20 Local HPP Work Plan, Capability 2, Objective 2, Activities 3 and 5* *2017-2022 Health Care Preparedness and Response Capabilities, page 28* *2019-2023 HPP Performance Measures Implementation Guidance*	
2	HCCs, in coordination with PHEP, will annually maintain ability to access timely, relevant, and actionable information about their members during emergencies ~~by June 30, 2021.~~ *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 58* *FY 2019-20 Local HPP Work Plan, Capability 2, Objective 2, Activities 1-2* *2017-2022 Health Care Preparedness and Response Capabilities, page 28-29* *FY 21-22 PHEP Workplan, Domain 3, Domain Activity 2, Activity 1* *FY 21-22 Pan Flu Workplan, Objective 3*	

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	3	HCCs will identify reliable, resilient, interoperable, and redundant information and communication systems and platforms, including those for bed availability and patient tracking, and provide access to HCC members and other stakeholders. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 58* *FY 2019-20 Local HPP Work Plan, Capability 2, Objective 2, Activities 1-2* *2017-2022 Health Care Preparedness and Response Capabilities, page 29* *FY 21-22 PHEP Workplan, Domain 3, Domain Activity 2, Activity 1* *FY 21-22 Pan Flu Workplan, Objective 3* *2019-2023 HPP Performance Measures Implementation Guidance*	
Activities	4		
	5		
	6		

Outputs from the planned activities		
	1	HCCs Response Plan will include updated EEIs annually (Activity 1.1).
	2	HCCs will have proof of participation in information sharing exercises (Activity 1.3).
Outputs	3	
	4	
	5	
Notes	1	
	2	
	3	

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PHASE 2: Train and Equip

			3 FY 2022-23
Objective 3		**Coordinate Response Strategy, Resources, and Communications**	**FY 2022-23 Activity Type**
Activity 4		**Communicate with the Public During an Emergency**	
	1	HCCs, in coordination with PHEP, will provide public information officer (PIO) training to those who are designated to act in that capacity during an emergency and for HCC members in need of such training, annually ~~by June 30, 2022~~. This training should include Crisis and Emergency Risk Communication (CERC) training. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 59* *FY 2019-20 Local HPP Work Plan, Capability 2, Objective 3, Activities 4* *2017-2022 Health Care Preparedness and Response Capabilities, page 31*	
Activities	2		
	3		
	4		
Outputs from the planned activities			
	1	HCCs will provide a list of participants and an agenda for each completed training (Activity 4).	
Outputs	2		
	3		
	4		
Notes	1		
	2		
	3		

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PHASE 3: Exercise and Respond

		3 FY 2022-23
Objective 3	**Coordinate Response Strategy, Resources, and Communications**	**FY 2022-23 Activity Type**
Activity 1	**Identify and Coordinate Resource Needs during an Emergency**	
1	HCCs will continue to share information and coordination activities with HCC members, and HCC members will have access to information sharing platforms, annually. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 59* *FY 2019-20 Local HPP Work Plan, Capability 2, Objective 3, Activities 3* *2017-2022 Health Care Preparedness and Response Capabilities, page 29-31*	
Activity 2	**Coordinate Incident Action Planning During an Emergency**	
2	HCCs, in coordination with PHEP, will continue to maintain the ability to coordinate incident action planning during a real event/exercise as reflected in applicable plans, annually. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 59* *FY 2019-20 Local HPP Work Plan, Capability 2, Objective 3, Activity 2* *2017-2022 Health Care Preparedness and Response Capabilities, page 30* *FY 21-22 PHEP Workplan, Domain 1, Domain Activity 2, Activity 1*	
Activity 3	**Communicate with Health Care Providers, Non-Clinical Staff, Patients, and Visitors during an Emergency.**	

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	3	HCCs will assist their members with developing the ability to rapidly alert and notify their employees, patients and visitors to provide situational awareness, protect their health and safety and facilitate provider-to-provider communication annually ~~by June 30, 2022~~. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 60* *FY 2019-20 Local HPP Work Plan, Capability 2, Objective 3, Activity 3* *2017-2022 Health Care P* *preparedness and Response Capabilities, page 30-31* *FY 21-22 PHEP Workplan, Domain 3, Domain Activity 3, Activity 1* *FY 21-22 Pan Flu Workplan, Objective 3*	
Activities	4		
	5		
	6		

Outputs from the planned activities		
	1	HCCs will provide a copy of an incident action plan upon request (Activity 2.2).
Outputs	2	
	3	
	4	
Notes	1	
	2	
	3	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

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						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

[Local Entity Name]

Capability 3:	**Continuity of Health Care Service Delivery**
Goal:	Health care organizations, with support from the HCC and the state's/jurisdiction's ESF-8 lead agency uninterrupted, optimal medical care to all populations in the face of damaged or disabled health care i Health care workers are well-trained, well-educated, and well-equipped to care for patients during em Simultaneous response and recovery operations result in a return to normal or, ideally, improved oper

1 **Known Gaps:**	

2 **Classify Activity:**		*Are you Building or Sustaining this Capability?*

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PHASE 1: Plan and Prepare

Objective 2	**Plan for Continuity of Operations**	3 **FY 2022-23 Activity Type**
Activity 2	**Develop a HCC Continuity of Operations Pan**	
1	HCCs will support Health Care Organizations in development or maintenance of their continuity of operations plan (COOP) by January 30, 2022, thereafter annually. The HCO plans will inform the HCC COOP. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 60-61* *FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 1* *2017-2022 Health Care Preparedness and Response Capabilities, page 34* *2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16* *FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1*	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

	2	HCCs will develop or maintain a coalition COOP annually ~~by June 30, 2022~~ and upload into the CAT. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 60-61* *FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 2* *2017-2022 Health Care Preparedness and Response Capabilities, page 34* *Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov*	
Activities	3		
	4		
	5		

Outputs from the planned activities		
	1	HCCs will submit a COOP plan into the CAT (Activity 2.2).
Outputs	2	
	3	
	4	
Notes	1	
	2	
	3	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

		3 FY 2022-23
Objective 3:	**Maintain Access to Non-Personnel Resources During an Emergency**	**FY 2022-23 Activity Type**
Activity 1	**Assess Supply Chain Integrity**	
1	HCCs will continue to assess supply chain integrity by developing a vendor management process to address limited supply ordering for all HCC members and neighboring HCCs in an emergency. HCCs will share with neighboring HCCs annually ~~by June 30, 2022~~ and upload into the CAT. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 62* *FY 2019-20 Local HPP Work Plan, Capability 3, Objective 3, Activity 1* *2017-2022 Health Care Preparedness and Response Capabilities, page 35* *Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov*	
Activity 2	**Assess and Address Equipment, Supply and Pharmaceutical Requirements**	
2	HCCs will continue to assess and address equipment, supply, and pharmaceutical requirements annually, and update inventory list. Inventory management program protocol for all cached materials will be updated annually and uploaded into the CAT within 30 days after award. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 62-63* *FY 2019-20 Local HPP Work Plan, Capability 3, Objective 3, Activity 2* *2017-2022 Health Care Preparedness and Response Capabilities, page 36-7* *Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov*	
Activities 3		

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

	4	
	5	

Outputs from the planned activities		
	1	HCCs will upload a vendor management process into the CAT (Activity 1.1).
	2	HCCs will upload an inventory management program protocol into the CAT (Activity 1.2).
Outputs	3	
	4	
	5	
Notes	1	
	2	
	3	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

		3 FY 2022-23
Objective 6	**Plan for Health Care Evacuation and Relocation**	**FY 2022-23 Activity Type**
Activity 1	**Develop and Implement Evacuation and Relocation Plans**	
1	HCCs will continue to support HCC member's development or maintenance of their evacuation, transportation and relocation plans, annually. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 63* *FY 2019-20 Local HPP Work Plan, Capability 3, Objective 3, Activity 2* *2017-2022 Health Care Preparedness and Response Capabilities, page 40-42* *FY 21-22 PHEP Workplan, Domain 4, Domain Activity 7, Activity 1*	
Activities 2		
3		

Outputs from the planned activities	
1	HCCs will provide upon request meeting minutes and best practices (Activity 1.1).
Outputs 2	
3	
4	
Notes 1	
2	
3	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

PHASE 2: Train and Equip

		3 FY 2022-23
Objective 5:	**Protect Responder Safety and Health**	**FY 2022-23 Activity Type**
Activity 1	**Distribute Resources Required to Protect the Health Care Workforce**	
1	HCCs will annually support and promote regional PPE procurement, update inventory list, and include/update this process in the HCC Preparedness Plan. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 65* *FY 2019-20 Local HPP Work Plan, Capability 3, Objective 5* *2017-2022 Health Care Preparedness and Response Capabilities, page 36-37*	
Activity 2	**Train and Exercise to Promote Responder Safety and Health**	
2	HCCs, in coordination with PHEP, will continue to annually make available training opportunities to HCC members to promote responder safety and health. Include such trainings in the HCC training plan. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 65* *FY 2019-20 Local HPP Work Plan, Capability 3, Objective 5* *2017-2022 Health Care Preparedness and Response Capabilities, page 38-40* *FY 21-22 PHEP Workplan, Domain 4, Domain Activity 1, Activity 4 and Activity 6* *FY 21-22 PHEP Workplan, Domain 4, Domain Activity 7, Activity 2*	
Activities 3		
4		
5		
Outputs from the planned activities		

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

	1	HCCs will provide a list of participants and an agenda for each completed training (Activity 2.2).
	2	HCCs will provide MCM dispensing plans reflecting the HCCs role (Activity 2.1).
Outputs	3	
	4	
	5	
Notes	1	
	2	
	3	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

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						3 FY 2023-24		
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	Status
	Status	Primary Barrier	Status	Primary Barrier				

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

						3 FY 2023-24		
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	
	Status	Primary Barrier	Status	Primary Barrier				Status

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

						3 FY 2023-24		
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	Status
	Status	Primary Barrier	Status	Primary Barrier				

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

						3 FY 2023-24		
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion	Status
	Status	Primary Barrier	Status	Primary Barrier				

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

				3 FY 2024-25						
4 MY Report	5 YE Report		Notes	FY 2024-25	Estimated	4 MY Report		5 YE Report		Notes
Primary Barrier	Status	Primary Barrier				Status	mary Barr	Status	mary Barr	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

				[3] FY 2024-25						
[4] MY Report	[5] YE Report		Notes	FY 2024-25	Estimated	[4] MY Report		[5] YE Report		Notes
Primary Barrier	Status	Primary Barrier				Status	mary Barr	Status	mary Barr	

Attachment B - HPP Workplan DRAFT, Capability 3

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

[3] FY 2025-26							[3] FY 2026-27					
FY 2025-26	Estimated	[4] MY Report		[5] YE Report		Notes	FY 2026-27	Estimated	[4] MY Report		[5] YE Report	
		Status	mary Bar	Status	mary Bar				Status	mary Bar	Status	mary Bar

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

3 FY 2025-26							3 FY 2026-27					
FY 2025-26 Activity Type	Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2026-27 Activity Type	Estimated Completion	4 MY Report		5 YE Report	
		Status	mary Bar	Status	mary Bar				Status	mary Bar	Status	mary Bar

Attachment B - HPP Workplan DRAFT, Capability 3

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

[3] FY 2025-26							[3] FY 2026-27					
FY 2025-26	Estimated	[4] MY Report		[5] YE Report		Notes	FY 2026-27	Estimated	[4] MY Report		[5] YE Report	
		Status	mary Bar	Status	mary Bar				Status	mary Bar	Status	mary Bar

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

[3] FY 2025-26							[3] FY 2026-27					
FY 2025-26	Estimated	[4] MY Report		[5] YE Report		Notes	FY 2026-27	Estimated	[4] MY Report		[5] YE Report	
		Status	mary Bar	Status	mary Bar				Status	mary Bar	Status	mary Bar

Attachment B - HPP Workplan DRAFT, Capability 3

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

[Local Entity Name]

Capability 4:	Medical Surge
Goal:	Health care organizations deliver timely and efficient care to their patients even when the demand for health exceeds available supply. The HCC, in collaboration with the state's/jurisdiction's ESF-8 lead agency, coord and available resources for its members to maintain conventional surge response. When an emergency ove HCC's collective resources, the HCC supports the health care delivery system's transition to contingency an response and promotes a timely return to conventional standards of care as soon as possible.

1 Known Gaps:	

2 Classify Activity:		*Are you Building or Sustaining this Capability?*

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PHASE 1: Plan and Prepare

		3 FY 2022-23
Objective 1	**Plan for a Medical Surge**	**FY 2022-23 Activity Type**
Activity 1	**Incorporate Medical Surge Planning into Health Care Organization Emergency Operations Plan**	
1	HCC members will continue to work together to manage staffing resources including volunteers within hospitals and other health care settings, and include/update annually such strategy in preparedness and response plans. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 66-67* *FY 2019-20 Local HPP Work Plan, Capability 4, Objective 1, Activity 11* *2017-2022 Health Care Preparedness and Response Capabilities, page 45*	
Activity 3	**Incorporate Medical Surge Planning into HCC Response Plan**	

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2	HCCs will continue to serve as planning resources and subject matter experts to PHEP program and LHDs as they develop or augment existing response plans, annually. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 70* *2017-2022 Health Care Preparedness and Response Capabilities, page 47-48* *FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1* *FY 21-22 PHEP Workplan, Domain 4, Domain Activity 2, Activity 1* *FY 21-22 PHEP Workplan, Domain 4, Domain Activity 4, Activity 1* *FY 21-22 PHEP Workplan, Domain 5, Domain Activity 4, Activity 2*	
3	FY 21-22 HCCs will develop complementary coalition-level annexes to their base medical surge/trauma mass casualty Response Plan to manage a large number of casualties with specific needs. Consider regional plans. Reference: *ASPR HPP FOA EP-U3R-19-001, pages 70-74* *2017-2022 Health Care Preparedness and Response Capabilities, page 51* *2019-2023 HPP Performance Measures Implementation Guidance* *FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1*	

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4	HCCs will continue to maintain and update their Pediatric Surge Annex of their Response Plan, annually. Updates will be uploaded into the CAT. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 71* *FY 2019-20 Local HPP Work Plan, Capability 4, Objective 1, Activity 5* *2017-2022 Health Care Preparedness and Response Capabilities, page 51* *Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov* *FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1*	

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5	Develop an Infectious Disease Surge or Burn Surge Annex to HCC Response Plan by June 2021. If selected over an Infectious Disease Surge Annex, HCCs will develop their Burn Surge Annex of their Response Plan, a draft is due April 1, 2021, and the final by June 30, 2021 and upload into the CAT. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 71* *FY 2019-20 Local HPP Work Plan, Capability 4, Objective 1, Activity 6* *2017-2022 Health Care Preparedness and Response Capabilities, page 52* *Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov* *FY 21-22 PHEP Workplan, Domain 5, Required by State Activity 1, Activity 2*	

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6	Develop an Infectious Disease Surge or Burn Surge Annex to HCC Response Plan by June 2022. If a Burn Surge Annex was not selected and developed, HCCs will develop their Infectious Disease Surge Annex of their Response Plan, a draft is due April 1, 2022, and the final by June 30, 2022 and upload into the CAT. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 72* *FY 2019-20 Local HPP Work Plan, Capability 4, Objective 1, Activity 7* *2017-2022 Health Care Preparedness and Response Capabilities, page 53-54* *Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov* *FY 21-22 Pan Flu Workplan, Objective 1* *FY 21-22 PHEP Workplan, Domain 5, Required by State Activity 1, Activity 1*	
7	HCCs will develop their Radiation Surge Annex of their Response Plan, a draft is due April 1, 2023, and the final by June 30, 2023 and uploaded into the CAT. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 73* *FY 2019-20 Local HPP Work Plan, Capability 4, Objective 1, Activity 8* *2017-2022 Health Care Preparedness and Response Capabilities, page 51-52* *Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov* *FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1* *FY 21-22 PHEP Workplan, Domain 5, Required by State Activity 1, Activity 3*	

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	8	HCCs will develop their Chemical Surge Annex of their Response Plan, a draft is due April 1, 2024, and the final by June 30, 2024 and uploaded into the CAT. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 73-74* *FY 2019-20 Local HPP Work Plan, Capability 4, Objective 1, Activity 9* *2017-2022 Health Care Preparedness and Response Capabilities, page 51-52* *Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov* *FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1* *FY 21-22 PHEP Workplan, Domain 5, Required by State Activity 1, Activity 4*	
	9	HCCs will continue to coordinate with the PHEP program and CDPH for integrating crisis care elements into their Response plans annually ~~by June 30, 2022~~ and upload into the CAT. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 76* *FY 2019-20 Local HPP Work Plan, Capability 4, Objective 1, Activity 3* *2017-2022 Health Care Preparedness and Response Capabilities, page 47-51* *Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov* *FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1* *FY 21-22 PHEP Workplan, Domain 4, Domain Activity 1, Activity 3*	
Activities	10		
	11		
	12		

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Outputs from the planned activities		
	1	HCCs use the Disaster Healthcare Volunteer (DHV) program (Activity 1.1).
	2	HCCs will provide upon request Medical Response Corps (MRC) engagement activities (Activity 1.1).
	3	HCCs will upload their Pediatric Surge Annex into the CAT (Activity 3.5).
	4	HCCs will upload their Burn or Infectious Disease Surge Annex into the CAT (Activity 3.6).
	5	HCCs will uploaded their Radiation Surge Annex into the CAT (Activity 3.7).
	6	HCCs will have upload their Chemical Surge Annex into the CAT (Activity 3.8).
	7	HCCs will update their Response to include Crisis Care elements (Activity 3.9).
Outputs	8	
	9	
	10	
Notes	1	
	2	
	3	

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PHASE 3: Exercise and Respond

		3 FY 2022-23
Objective 1:	**Plan for a Medical Surge**	**FY 2022-23 Activity Type**
Activity 3	**Incorporate Medical Surge Planning into HCC Response Plan**	
1	HCCs will participate in the SWMHE to validate CDPH's Crisis Standards of Care CONOPS in FY 2022-23. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 77* *FY 2019-20 Local HPP Work Plan, Capability 4, Objective 1, Activity 4* *2017-2022 Health Care Preparedness and Response Capabilities, page 47-51*	
2	HCCs will complete a redundant communications drill twice a year and enter the data into the CAT. These drills must be six months apart. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 59* *2017-2022 Health Care Preparedness and Response Capabilities, page 29* *2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 12 and 13, page 28-31* *Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov* *2019-2023 HPP Performance Measures Implementation Guidance*	
Activities 3		

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	4		
	5		
Outputs from the planned activities			
	1	HCCs will participate in the SWMHE (Activity 3.1).	
	2	HCCs will input data from redundant communications drill into the CAT (Activity 3.2).	
Outputs	3		
	4		
	5		
Notes	1		
	2		
	3		

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		3 FY 2022-23
Objective 2:	**Respond to a Medical Surge**	**FY 2022-23 Activity Type**
Activity 1	**Implement Emergency Department and Inpatient Medical Surge Response**	
1	HCCs, in coordination with PHEP, will incorporate the use of volunteers, Disaster Healthcare Volunteer (DHV) system, to support a medical surge response during training, drills and exercises, annually. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 77* *FY 2019-20 Local HPP Work Plan, Capability 4, Objective 2, Activity 13* *2017-2022 Health Care Preparedness and Response Capabilities, page 48-49* *FY 21-22 PHEP Workplan, Domain 1, Domain Activity 6, Activity 1* *FY 21-22 PHEP Workplan, Domain 5, Domain Activity 4, Activity 1* *2019-2023 HPP Performance Measures Implementation Guide*	

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2	HCCs will conduct a Coalition Surge Test (CST) annually, results entered into the CAT. *FY 20-21 Waived.* *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *FY 2019-20 Local HPP Work Plan, Capability 4, Objective 2, Activity 14* *2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 14-21, page 32-49* *Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov* *2019-2023 HPP Performance Measures Implementation Guidance*	
3	HCCs will complete the Surge Estimator Tool by March 31, 2022 and March 31, 2024 to support determination of their surge capacity. *Only hospitals that provide emergency services* are to be included. Data to be entered into the CAT. Reference: *ASPR HPP FOA EP-U3R-19-001, pages 78* *Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov*	

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Activity 3	**Develop an Alternate Care System**	
4	HCCs, in collaboration with CDPH, LHDs and emergency management, will develop and/or maintain an alternate care system annually ~~by June 30, 2022~~ and upload into the CAT. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 78-79* *FY 2019-20 Local HPP Work Plan, Capability 4, Objective 2, Activity 3* *2017-2022 Health Care Preparedness and Response Capabilities, page 50-51* *Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov*	
5	HCCs, in coordination with PHEP, will continue to provide subject matter expertise to LHDs, for providing medical care to sheltered and/or congregate locations during an incident. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 79* *2017-2022 Health Care Preparedness and Response Capabilities, page 50-51* *Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov*	
Activity 4	**Provide Pediatric Care During a Medical Surge Response**	

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6	HCCs will test/exercise their Pediatric Surge Care Annex during a medical surge response or tabletop/discussion exercise format. Completed and upload results/data into the CAT by the end of the five-year project period (FY 2019-20 to FY 2023-24). *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 79* *FY 2019-20 Local HPP Work Plan, Capability 4, Objective 2, Activity 4* *Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov*	

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Activity 5	**Provide Surge Management During a Chemical or Radiation Emergency Event**	
7	HCCs will test/exercise their Radiation Emergency Surge Annex, if chosen over the Chemical Emergency Surge Annex exercise, during a medical surge or tabletop/discussion exercise format, ~~by June 30, 2023~~ and upload the results/data into the CAT by the end of the five-year project period (FY 2019-20 to FY 2023-24). *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 79* *FY 2019-20 Local HPP Work Plan, Capability 4, Objective 2, Activity 5* *Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov*	
8	HCCs will test/exercise their Chemical Emergency Surge Annex, if chosen over the Radiation Emergency Surge Annex exercise, during a medical surge or tabletop/discussion exercise format, ~~by June 30, 2024~~ and upload the results/data into the CAT by the end of the five-year project period (FY 2019-20 to FY 2023-24). *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 79* *FY 2019-20 Local HPP Work Plan, Capability 4, Objective 2, Activity 6* *Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov*	
Activity 6	**Provide Burn Care During a Medical Surge Response**	

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9	~~If a Burn Surge Annex was selected and developed,~~ HCCs will test/exercise their Burn Care Surge Annex during a medical surge or tabletop/discussion exercise format, ~~by June 30, 2021~~ and upload the results/data into the CAT by the end of the five-year project period (FY 2019-20 to FY 2023-24). *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 79* *FY 2019-20 Local HPP Work Plan, Capability 4, Objective 2, Activity 7* *Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov*	

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Activity 9		Enhance Infectious Disease Preparedness and Surge Response	
	10	~~If an Infectious Disease Surge Annex was selected and developed,~~ HCCs will test/exercise their Infectious Disease Preparedness and Surge Annex during a medical surge or tabletop/discussion exercise format, ~~by June 30, 2022~~ and upload the results/data into the CAT by the end of the five-year project period (FY 2019-20 to FY 2023-24). *FY 21-22 Continue to work on this activity and deliverable and report. HCCs may utilize COVID-19 response to meet this deliverable. A data sheet will need to be completed.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 80* *FY 2019-20 Local HPP Work Plan, Capability 4, Objective 2, Activity 10* *Coalition Assessment Tool (CAT): https://HPPCAT.hhs.gov* *FY 21-22 Pan Flu Workplan, Objective 1 and Objective 7*	
Activities	11		
	12		
	13		

Outputs from the planned activities	
1	HCCs will use the Disaster Healthcare Volunteer (DHV) program (Activity 1.1).
2	HCCs will provide upon request Medical Response Corps (MRC) engagement activities (Activity 1.1).
3	HCCs will input data from CST into the CAT (Activity 1.2).
4	HCCs will input data from Surge Estimator Tool into the CAT (Activity 1.3).
5	HCCs will provide their tele/virtual medicine policy (Activity 3.4).
6	HCCs will provide their policy for establishing an alternate care site (Activity 3.4).
7	HCCs will provide after action reports (AARs) and improvement plans (IPs) (Activities 4.6, 5.7, 5.8, 6.9, 9.10)

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Attachment B

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						3 FY 2023-24
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type
	Status	Primary Barrier	Status	Primary Barrier		

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

						3 FY 2023-24
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type
	Status	Primary Barrier	Status	Primary Barrier		

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

						3 FY 2023-24
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type
	Status	Primary Barrier	Status	Primary Barrier		

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[Local Entity Name]

Capability 4:	**Medical Surge**
Goal:	Health care organizations deliver timely and efficient care to their patients even when the demand for h services exceeds available supply. The HCC, in collaboration with the state's/jurisdiction's ESF-8 lead a coordinates information and available resources for its members to maintain conventional surge respor emergency overwhelms the HCC's collective resources, the HCC supports the health care delivery sys contingency and crisis surge response and promotes a timely return to conventional standards of care possible.

1 **Known Gaps:**	

2 **Classify Activity:**		*Are you Building or Sustaining this Capability?*

DRAFT

PHASE 1: Plan and Prepare

		3 FY 2022-23
Objective 1	**Plan for a Medical Surge**	**FY 2022-23 Activity Type**
Activity 2	**Incorporate Medical Surge Planning into Emergency Medical Services Emergency Operation Plan**	
1	EMS plans should incorporate disaster related dispatch, response, mutual aid and regional coordination, pre-hospital triage and treatment, transportation, supplies and equipment. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 68* *FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA* *2017-2022 Health Care Preparedness and Response Capabilities, page 46-47*	

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	2	EMS will work collaboratively with the LHD to identify a local initiative or project to meet local needs and delineate the LEMSA role from the LHD role. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA*	
Activity 3		**Incorporate Medical Surge Planning into HCC Response Plan**	
	3	EMS will continue to participate in the review and update of the HCC Response Plan, to maintain the patient transportation process from, the field, to hospital, to interfacility, and to the region. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 68-76* *FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA* *2017-2022 Health Care Preparedness and Response Capabilities, page 46-48*	
	4	EMS will continue to review and update information sharing protocols with HCC members, corroborate member needs and incorporate the process in the HCC Response Plan. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 68-76* *FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA* *2017-2022 Health Care Preparedness and Response Capabilities, page 46-48*	
Activities	5		
	6		
	7		
Outputs from the planned activities			

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	1	HCCs will provide the EMS plans upon request (Activity 2.1).
	2	HCCs will provide a documentation of roles and responsibilities for local initiative or project (Activity 2.2).
	3	HCCs will provide a copy of the EMS transportation protocols upon request (Activity 3.3).
	4	
	5	
Outputs	6	
	7	
	8	
Notes	1	
	2	
	3	

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PHASE 2: Train and Equip

		3 FY 2022-23
Objective 2:	**Respond to a Medical Surge**	**FY 2022-23 Activity Type**
Activity 3	**Incorporate Medical Surge Planning into HCC Response Plan**	
1	EMS will continue to provide training to HCC members on plans, policies and procedures for regional transportation of a patient(s) with a suspected and/or confirmed highly infectious disease. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 68-76* *FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA* *2017-2022 Health Care Preparedness and Response Capabilities, page 46-48*	
2	EMS will continue to provide training to HCC members on plans, policies and procedures for transitioning to a disaster response. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 68-76* *FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA* *2017-2022 Health Care Preparedness and Response Capabilities, page 46-48*	
Activities 3		
4		
5		

Outputs from the planned activities	
1	HCCs will provide upon request their patient movement plan, and patient tracking/reunification plan (Activity 3.1).
2	HCCs will provide a list of participants and an agenda for each completed training (Activity 3.2).

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PHASE 3: Exercise and Respond

		3 FY 2022-23
Objective 2:	**Respond to a Medical Surge**	**FY 2022-23 Activity Type**
Activity 3	**Incorporate Medical Surge into HCC Response Plan**	
1	EMS will participate in the Coalition Surge Test (CST) annually. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 68-76* *FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA* *2017-2022 Health Care Preparedness and Response Capabilities, page 46-48* *2019-2023 HPP Performance Measures Implementation Guidance*	
2	EMS will complete a redundant communications drill twice a year with their HCC. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 60-61* *FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 1* *2017-2022 Health Care Preparedness and Response Capabilities, page 34* *2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16*	

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	3	EMS will participate in the annual SWMHE. *FY 20-21 Canceled.* *FY 21-22 Canceled.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 60-61* *FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 1* *2017-2022 Health Care Preparedness and Response Capabilities, page 34* *2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16*	
	4	EMS will participate in the SWMHE to validate the CDPH's Crisis Standards of Care CONOPS in FY 2022-23. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 60-61* *FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 1* *2017-2022 Health Care Preparedness and Response Capabilities, page 34* *2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16*	
Activities	5		
	6		
	7		

Outputs from the planned activities		
	1	HCCs will provide after action reports (AARs) and improvement plans (IPs) (Activities 3.1-3.4).
Outputs	2	
	3	
	4	
Notes	1	

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Attachment B

ıealth care agency, ıse. When an tem's transition to as soon as

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

					3 FY 2024-25					
4 MY Report		5 YE Report		Notes	FY 2024-25	Estimated	4 MY Report		5 YE Report	
Status	Primary Barrier	Status	Primary Barrier				Status	mary Barr	Status	mary Barr

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Attachment B

					[3] FY 2024-25					
[4] MY Report		[5] YE Report		Notes	FY 2024-25	Estimated	[4] MY Report		[5] YE Report	
Status	Primary Barrier	Status	Primary Barrier				Status	mary Barr	Status	mary Barr

Attachment B - HPP Workplan DRAFT, LEMSA

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

					3 FY 2024-25					
4 MY Report		5 YE Report		Notes	FY 2024-25	Estimated	4 MY Report		5 YE Report	
Status	Primary Barrier	Status	Primary Barrier				Status	mary Barr	Status	mary Barr

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment B

	3 FY 2025-26							3 FY 2026-27				
Notes	FY 2025-26	Estimated	4 MY Report Status	4 MY Report mary Bar	5 YE Report Status	5 YE Report mary Bar	Notes	FY 2026-27	Estimated	4 MY Report Status	4 MY Report mary Bar	5 YE R Status

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Attachment B

	3 FY 2025-26							3 FY 2026-27				
Notes	FY 2025-26	Estimated	4 MY Report Status	4 MY Report mary Bar	5 YE Report Status	5 YE Report mary Bar	Notes	FY 2026-27	Estimated	4 MY Report Status	4 MY Report mary Bar	5 YE R Status

Attachment B - HPP Workplan DRAFT, LEMSA

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

	3 FY 2025-26							3 FY 2026-27				
Notes	FY 2025-26	Estimated	4 MY Report Status	4 MY Report mary Bar	5 YE Report Status	5 YE Report mary Bar	Notes	FY 2026-27	Estimated	4 MY Report Status	4 MY Report mary Bar	5 YE R Status

Application

Known Gaps[1]

Known Gaps

Classify Activity[2]

Sustain

Build

Fiscal Year (FY) Activity[3]

Plan/Develop

Organize/Equip

Train

Exercise

Evaluate/Improve

Updating

Not Applicable

Estimated Completion[3]

This fiscal year by Q2

This fiscal year by Q4

Continuous

Out year

Not Applicable

Reporting

Status[4-5]

Complete

In progress, on schedule

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In progress, off schedule
Not Started
Canceled

Primary Barrier[4-5]

None
Lack of Funding
Lack of Personnel
Administrative
Time Constraint
Waiting on EPO
Real Event
Other, provide in the *Notes* section.

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Definitions

Enter gaps identified from jurisdictional Capabilities Planning Guide (CPGs) survey, trainings, exercises, real events, after action reports and/or improvement plans that you want to resolve during the fiscal

A capability is built and ready for an emergency and/or disaster. Sustainment is working through the preparedness cycle; train, exercise, evaluate and improve in order to retain the ability and improve based on current jurisdictional hazards.
A capability is incomplete. Building activities include research, development, identifying key partners and stakeholders, establishing relationships, defining roles, responsibilities, draft, public comment, etc..

Strategic and operational planning establishes priorities, identifies expected levels of performance and capability requirements, provides the standard for assessing capabilities and helps stakeholders learn their roles. The planning elements identify what an organization's Standard Operating Procedures (SOPs) or Emergency Operations Plans (EOPs) should include for ensuring that contingencies are in place for delivering the capability during a large-scale disaster.
Organizing and equipping include identifying what competencies and skill sets people should possess and ensuring an organization has the correct personnel. Additionally, it includes identifying and acquiring standard equipment an organization may need to use in times of emergency.
Training with the knowledge, skills, and abilities needed to perform key tasks required during a specific emergency situation.
Exercises enable entities to identify strengths and incorporate them within best practices to sustain and enhance existing capabilities. They also provide an objective assessment of gaps and shortfalls within plans, policies and procedures to address areas for improvement prior to a real-world incident.
Exercises help clarify roles and responsibilities among different entities, improve inter-agency coordination and communications and identify needed resources and opportunities for improvement.
Quality improvement thru after action Reports (AARs), collecting lessons learned, develop improvement plans, and track corrective actions to address gaps and deficiencies identified in exercises or real-world events to continuously improve and strengthen preparedness.
Modernize, make current and/or include the most recent information.
Does not apply my jurisdiction. For example, a Public Health Lab, non CRI etc.

The activity will be complete by the end of the second quarter of the fiscal year.
The activity will be complete by the end of the fourth quarter of the fiscal year.
The activity occurs throughout the year.
Not working on the activity this fiscal year, it will be addressed in the future.
Does not apply my jurisdiction. For example, a Public Health Lab, non CRI etc.

The Activity has been fully executed/in place to satisfy all requirements.
This Activity is work in progress and will be completed by the Estimated Completion time.

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This Activity is work in progress and will be not be completed/late by the Estimated Completion time.
No work has been done on this Activity.
This activity will not be finished/completed this FY.

No barriers to completing this Activity and corresponding Outputs.
In sufficient funding to complete this Activity and corresponding Outputs.
In sufficient staff or subject matter experts to complete this Activity and corresponding Outputs.
Jurisdictional administrative processes delayed and/or pushed back the the next FY this Activity.
Various factors limited the amount of time needed to complete this Activity. A few example, deadlines, w
Waiting on EPO to provide materials, resources or guidelines that impedes completion of this Activity.
Jurisdiction

Add additional information in the Notes section of this Activity.

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Annual	Region I	less than 200,000
FY 2022-23	Region II	between 200,000 and
FY 2023-24	Region III	greater than 700,000
FY 2024-25	Region IV	
FY 2025-26	Region V	Q2
FY 2026-27	Region VI	Q3
	Multiple Regions	Q4

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Attachment C

Date:

California Department of Public Health
Emergency Preparedness Office

FY 2022-23 to FY 2026-27
Local Health Department Work Plan for Pandemic Influenza (Pan Flu)

[Local Entity Name]

Region:

Population size:

Attachment C - Pan Flu Workplan, Cover

[Local Entity Name]

Description:	Strengthen planning and response efforts in order to be prepared for an influenza Pandemic.
1 Known Gaps:	
2 Classify Activity:	*Are you Building or Sustaining influenza planning?*

Outcomes:	1 Up-to-date written policies and procedures in place to ensure pandemic influenza readiness and response, including LHD collaborative efforts with local and state partners, effective administration and documentation of vaccines, guidelines for prioritizing lab testing and distribution of materials to partners, document vaccine administration in the immunization registry, and procedures for communication to promote vaccine and preventative measures.
	2 Surveillance systems are maintained to ensure accurate and timely documentation of novel/variant influenza virus infections, influenza-associated deaths in children and/or case-specific data requested by state and federal partners.
	3 Local public health laboratories maintain capability and capacity to type and subtype influenza viruses.
	4 Updated written procedures in place for monitoring exposed persons exposed to avian or novel influenza viruses, including laboratory testing and ensuring regular communication of activities and outcomes to state partners.
	5 Conduct a mass vaccination clinic and complete an After Action Report/Improvement Plan (AAR/IP).
	6 Implementation of processes for ensuring optimal utilization of influenza vaccines within local communities, including target populations such as persons with underlying medical conditions and/or school-aged children.

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

			[3] FY 2022-23							[3] FY 2023-24				
Objective 1		**Update and/or maintain a local Pandemic Influenza Plan** Reference: *PHEP Work Plan, Domain 1, Activity 6: Strengthen and Implement Plans* *PHEP Work Plan, Domain 4, Activity 1: Develop and Exercise Plans for MCM Distribution, Dispensing and Vaccine Administration* *PHEP Work Plan, Domain 4, Activity 2: Maintain Preparedness Plans Based on Risks* *FY 21-22 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 2.6* *FY 21-22 HPP Workplan, Capability 4, Phase 3, Objective 2, Activity 9.10*	**FY 2022-23 Activity Type**	**Estimated Completion**	[4] MY Report		[5] YE Report		**Notes**	**FY 2023-24 Activity Type**	**Estimated Completion**	[4] MY Report		
					Status	**Primary Barrier**	**Status**	**Primary Barrier**				**Status**	**Primary Barrier**	**Sta**
Activities	1	Protocol describing how the LHD will work with local partners and health care coalitions to address pandemic influenza preparedness and response. FY 21-22 Continue to work on this activity and deliverable and report. *FY 22-23 Continue to work on this activity and deliverable and report.*												
	2	Update procedure for how LHD will ensure appropriate staff are prepared to order and receive pandemic influenza vaccines, administer vaccine and document pandemic vaccine administration in the immunization registry within 14 days. *FY 22-23 Continue to work on this activity and deliverable and report.* Reference: *CDPH's Immunization Program*: https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/immunize.aspx California Immunization Registry (CAIR): http://cairweb.org/ https://www.sandiegocounty.gov/content/sdc/hhsa/programs/phs/immunization_branch/SDIR.html http://www.myhealthyfutures.org/												
	3	Update plan for how LHD will identify and vaccinate likely target populations, including Tier 1 through Tier 3 critical workforce and occupational groups. *FY 22-23 Continue to work on this activity and deliverable and report.* Reference: *CDC's Roadmap to Implementing Pandemic Influenza Vaccination of Critical Workforce. https://www.cdc.gov/flu/pandemic-resources/pdf/roadmap_panflu.pdf* *References:* *FY 21-22 HPP Workplan, Capability 4, Phase 1, Objective 1, Activity 2.6* *FY 21-22 HPP Workplan, Capability 4, Phase 3, Objective 2, Activity 9.10*												
	4	Update plans for disseminating CDPH/LHD guidelines for prioritization of influenza laboratory testing to public and private laboratories, healthcare facilities and providers, and other key healthcare partners within the jurisdiction during both the regular influenza season and in a pandemic. *FY 22-23 Continue to work on this activity and deliverable and report.*												
	5	Update procedures for preparedness and response communications, including outreach and educational efforts to promote vaccine and prevention measures and coordinating these efforts and messaging with key partners in the community. *FY 22-23 Continue to work on this activity and deliverable and report.*												
	6	Annually provide, and keep updated, the name and contact information for the LHD's Pandemic Influenza Coordinator or position responsible for ensuring completion of Pan Flu Work Plan activities and deliverables. *FY 22-23 Continue to work on this activity and deliverable and report*.												
Activities	7													
	8													
	9													

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Outputs from the planned activities		
	1	Updated process for engaging local partners and stakeholders in influenza pandemic planning and preparedness.
	2	Updated vaccine administration and immunization registry process including documentation.
	3	Updated plan for vaccination plan for target populations and critical workforce.
	4	Updated plans for prioritizing lab testing.
	5	Updated communication procedures.
	6	Pan Flu Coordinator contact is current.
Outputs	7	
	8	
	9	
Notes	1	
	2	
	3	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

			[3] FY 2022-23							[3] FY 2023-24				
Objective 2		**Maintain a surveillance system for reporting novel/variant influenza virus infections and influenza-associated deaths in children <18 years of age, and report data via electronic or fax during the regular influenza season.** Reference: PHEP Work Plan, Domain 3, Activity 2: Coordinate Information Sharing PHEP Work Plan, Domain 6, Activity 1: Conduct Epidemiological Surveillance CDC NoFO PHEP CDC RFA TP19-1901, page 16-17, 25-26 and 28-29	**FY 2022-23 Activity Type**	**Estimated Completion**	**[4] MY Report**		**[5] YE Report**		**Notes**	**FY 2023-24 Activity Type**	**Estimated Completion**	**[4] MY Report**		
					Status	**Primary Barrier**	**Status**	**Primary Barrier**				**Status**	**Primary Barrier**	**Sta**
Activities	1	LHDs will report influenza-associated deaths in persons <18 years of age to CDPH within two weeks of death. *FY 22-23 Continue to work on this activity and deliverable and report.* Reference: *CDPH Influenza guidance:* *https://www.cdph.ca.gov/Programs/CID/DCDC/pages/immunization/influenza.aspx* *CDPH Influenza recommendations:* *https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/Immunization/InfluenzaGuidance.pdf*											
	2	LHDs will submit completed case report forms to CDPH for influenza-associated deaths in persons <18 years of age within two months of death. *FY 22-23 Continue to work on this activity and deliverable and report.* Reference: *Refer to references in Activity 1, above.*											
	3	LHDs will utilize immunization registry for epidemiological surveillance. *FY 22-23 Continue to work on this activity and deliverable and report.*											
Activities	4												
	5												
	6												

Outputs from the planned activities		
	1	Updated surveillance systems that provide accurate and timely data of novel/variant influenza virus infections and associated deaths.
	2	Updated process for reporting of influenza associated deaths in person <18 years of age.
	3	Updated process to provide data requested by State and Federal partners.
Outputs	4	
	5	
	6	
Notes	1	
	2	
	3	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

			[3] FY 2022-23						[3] FY 2023-24				
Objective 3		**Maintain the ability to conduct case-based surveillance for influenza as requested by CDC and/or CDPH. For example, all cases, hospitalizations, ICU admissions, or deaths, and report those cases via electronic means or fax during a pandemic.** Reference: *PHEP Work Plan, Domain 3, Activity 2: Coordinate Information Sharing* *PHEP Work Plan, Domain 6, Activity 1: Conduct Epidemiological Surveillance* *FY 20-21 HPP Workplan, Capability 2, Phase 1, Objective 2, Activity 1.2 and 1.3* *FY 20-21 HPP Workplan, Capability 2, Phase 3, Objective 3, Activity 3.3* *CDC NoFO PHEP CDC RFA TP19-1901, page 16-17, 25-26 and 28-29*	**FY 2022-23 Activity Type**	**Estimated Completion**	**[4] MY Report**		**[5] YE Report**		**Notes**	**FY 2023-24 Activity Type**	**Estimated Completion**	**[4] MY Report**		
					Status	**Primary Barrier**	**Status**	**Primary Barrier**				**Status**	**Primary Barrier**	**Sta**
Activities	1	Submit completed case report forms for persons with novel or variant influenza infections to CDPH within three days of confirmation. *FY 22-23 Continue to work on this activity and deliverable and report.* Reference: *CDPH Influenza guidance:* *https://www.cdph.ca.gov/Programs/CID/DCDC/pages/immunization/influenza.aspx* *CDPH Influenza recommendations:* *https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/Immunization/InfluenzaGuidance.pdf*											
	2	Report and submit completed case report forms for pandemic-associated influenza cases within the timeframe specified by CDPH during an influenza pandemic. *FY 22-23 Continue to work on this activity and deliverable and report.* Reference: *Refer to references in Activity 1, above.*											
	3	LHDs will utilize immunization registry for epidemiological surveillance. *FY 22-23 Continue to work on this activity and deliverable and report.*											
Activities	4												
	5												
	6												

Outputs from the planned activities		
	1	Updated case based surveillance systems that provide accurate and timely data of novel/variant influenza virus infections and associated deaths.
	2	Updated process to provide data requested by State and Federal partners.
Outputs	3	
	4	
	5	
Notes	1	
	2	
	3	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

			3 FY 2022-23							3 FY 2023-24				
Objective 4		**Counties with a Public Health Laboratory** **Maintain the ability of the public health laboratory to type and subtype influenza A viruses and lineage type influenza B viruses (if the laboratory is capable of lineage type testing) for any cases tested for influenza by status of clinical severity (e.g., hospitalized ICU/severe cases, outpatients, and/or fatal cases) during both the regular influenza season and in a pandemic and report results to CDPH through established reporting mechanisms.**	**FY 2022-23 Activity Type**	**Estimated Completion**	**4 MY Report**		**5 YE Report**		**Notes**	**FY 2023-24 Activity Type**	**Estimated Completion**	**4 MY Report**		
					Status	**Primary Barrier**	**Status**	**Primary Barrier**				**Status**	**Primary Barrier**	**Sta**
Activities	1	LHD's will maintain laboratory testing capability for influenza A/B typing and Flu A subtyping/Flu B lineage typing by rRT-PCR AND satisfactorily pass influenza proficiency testing requirements two times/year. *FY 22-23 Continue to work on this activity and deliverable and report.* Reference: *PHEP Work Plan, Domain 6 Biosurveillance* *CDPH Influenza guidance:* *https://www.cdph.ca.gov/Programs/CID/DCDC/pages/immunization/influenza.aspx*												
Activities	2													
	3													
	4													

Outputs from the planned activities		
	1	Maintained laboratory testing capability for influenza.
	2	Satisfactorily pass influenza proficiency testing requirements two times a year.
Outputs	3	
	4	
	5	
Notes	1	
	2	
	3	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

			[3] FY 2022-23							[3] FY 2023-24				
Objective 5		**Counties with a Public Health Laboratory** **Submit influenza positive specimens to the CDPH Viral and Rickettsial Diseases Laboratory (VRDL) for antiviral resistance testing, as provided by CDPH's Immunization Branch, in accordance with the Association of Public Health Laboratories (APHL) Influenza Virologic Surveillance Right Size Roadmap.** Reference: *CDPH Immunization Branch:* *https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/immunize.aspx* *APHL Influenza Virologic Surveillance Right Size Roadmap:* *www.aphl.org/aboutAPHL/publications/Documents/ID_July2013_Influenza-Virologic-Surveillance-Right-Size-Roadmap.pdf*	**FY 2022-23 Activity Type**	**Estimated Completion**	**[4] MY Report**		**[5] YE Report**		**Notes**	**FY 2023-24 Activity Type**	**Estimated Completion**	**[4] MY Report**		
					Status	**Primary Barrier**	**Status**	**Primary Barrier**				**Status**	**Primary Barrier**	**Sta**
Activities	1	Immediately notify CDPH-VRDL of any Unsubtypeable or Inconclusive results that show a cycle threshold (Ct) value for Flu A ≤ 35. *FY 22-23 Continue to work on this activity and deliverable and report.* Reference: *CDPH Viral and Rickettsial Disease Laboratory:* *https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/VRDL_Influenza_Info.pdf*												
Activities	2													
	3													
	4													

Outputs from the planned activities		
	1	Routine immediate notification to CDPH-VRDL of any Unsubtypeable or Inconclusive results that show a cycle threshold (Ct) value for Flu A ≤ 35.
Outputs	2	
	3	
	4	
Notes	1	
	2	
	3	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

			3 FY 2022-23							3 FY 2023-24				
Objective 6		**Conduct active or passive monitoring for influenza-like illness among persons exposed to avian or novel influenza viruses (e.g., persons exposed to poultry or other animals infected with avian influenza on farms inside or outside of CA, persons exposed to humans with novel or variant influenza virus infections such as H7N9, H5N1, H3N2v, or H1N2v).** Reference: CDPH Influenza guidance: https://www.cdph.ca.gov/Programs/CID/DCDC/pages/immunization/influenza.aspx	**FY 2022-23 Activity Type**	**Estimated Completion**	**4 MY Report**		**5 YE Report**		**Notes**	**FY 2023-24 Activity Type**	**Estimated Completion**	**4 MY Report**		**Sta**
					Status	**Primary Barrier**	**Status**	**Primary Barrier**				**Status**	**Primary Barrier**	
Activities	1	Update and maintain procedures for monitoring persons exposed to avian or novel influenza viruses. *FY 22-23 Continue to work on this activity and deliverable and report.*												
	2	Report monitoring activities and outcomes to CDPH electronically or via fax. *FY 22-23 Continue to work on this activity and deliverable and report.*												
	3	Obtain specimens, from symptomatic persons being monitored for exposure to avian or novel influenza viruses, for testing at a public health laboratory and forward unsubtypable and indeterminate subtype specimens to VRDL for confirmatory testing at CDC. *FY 22-23 Continue to work on this activity and deliverable and report.*												
Activities	4													
	5													
	6													

Outputs from the planned activities		
	1	Updated procedures for monitoring exposed persons, including laboratory testing, and ensuring regular communication of activities and outcomes to State partners.
Outputs	2	
	3	
	4	
Notes	1	
	2	
	3	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

			3 FY 2022-23							3 FY 2023-24				
Objective 7		**Conduct at least one mass vaccination clinic exercise and maximize attendance in order to test and evaluate the mass vaccination capability and capacity.** Reference: *PHEP Work Plan, Requirements* *CDC NoFO PHEP CDC RFA TP19-1901, exercise requirements on page 39* *FY 21-22 HPP Workplan, Capability 4, Phase 3, Objective 2, Activity 9.10*	**FY 2022-23 Activity Type**	**Estimated Completion**	4 MY Report		5 YE Report		**Notes**	**FY 2023-24 Activity Type**	**Estimated Completion**	4 MY Report		
					Status	**Primary Barrier**	**Status**	**Primary Barrier**				**Status**	**Primary Barrier**	**Sta**
Activities	1	LHDs will identify high risk and priority target groups, including low income populations, in order to conduct outreach and provide educational materials, to increase attendance at the mass vaccination clinic exercise. *FY 22-23 Continue to work on this activity and deliverable and report.*												
	2	LHDs will coordinate with the CDPH Immunization Branch to order and receive State purchased flu vaccine for mass vaccination clinic exercise. *FY 22-23 Continue to work on this activity and deliverable and report.* (If LHDs need additional doses or would like to offer other vaccines, contact CDPH's Immunization Branch.)												
	3	LHDs will plan and conduct your mass vaccination clinic exercise in coordination with your Public Health Emergency Preparedness (PHEP) and Immunization programs. Utilize improvements plans from previous exercises after action reports (AARs) to fill gaps identified and improve the process. *FY 22-23 Continue to work on this activity and deliverable and report.*												
	4	LHDs will enter into the immunization registry (within 14 days) all vaccine doses administered during the mass vaccination clinic exercise. *FY 22-23 Continue to work on this activity and deliverable and report.* Reference: California Immunization Registry (CAIR): http://cairweb.org/												
	5	LHDs will in coordination with your Public Health Emergency Preparedness (PHEP) and Immunization programs, complete an after action report (AAR) including an improvement plan (IP) after the exercise. *FY 22-23 Continue to work on this activity and deliverable and report.*												
Activities	6													
	7													
	8													

Outputs from the planned activities	
	1 Completed a mass vaccination exercise.
	2 Completed a AAR and IP.
Outputs	3
	4
	5
Notes	1
	2
	3

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

			[3] FY 2022-23							[3] FY 2023-24				
Objective 8		**In conjunction with the immunization coordinator, support efforts to intensify seasonal flu vaccination efforts to enhance pandemic influenza preparedness.**	**FY 2022-23 Activity Type**	**Estimated Completion**	**[4] MY Report**		**[5] YE Report**		**Notes**	**FY 2023-24 Activity Type**	**Estimated Completion**	**[4] MY Report**		
					Status	**Primary Barrier**	**Status**	**Primary Barrier**				**Status**	**Primary Barrier**	**Sta**
Activities	1	Support the LHD immunization program to enter/record all doses of seasonal influenza vaccine administered by the LHD (in clinics or in LHD offices) in the immunization registry. Data should be recorded within 14 days of administration. *FY 22-23 Continue to work on this activity and deliverable and report.* Reference: *California Immunization Registry (CAIR): http://cairweb.org/* https://www.sandiegocounty.gov/content/sdc/hhsa/programs/phs/immunization_branch/SDIR.html http://www.myhealthyfutures.org/												
	2	Support the LHD immunization program to ensure all state-purchased (VFC, 317 or State) seasonal influenza vaccines shared with and administered by local partners are documented in the immunization registry within 14 days of administration. *FY 22-23 Continue to work on this activity and deliverable and report.* Reference: *California Immunization Registry (CAIR): http://cairweb.org/* https://www.sandiegocounty.gov/content/sdc/hhsa/programs/phs/immunization_branch/SDIR.html http://www.myhealthyfutures.org/												
	3	Promote increased seasonal influenza vaccine within the community, including target populations and school-aged children. *FY 22-23 Continue to work on this activity and deliverable and report.*												
	4	*Suggested Activity :* Increase immunization of school-aged children as part of mass vaccination clinics.												
Activities	5													
	6													
	7													

Outputs from the planned activities		
	1	Implementation of processes for ensuring optimal utilization of influenza vaccines within local communities, including target populations such as persons with underlying medical conditions and/or school-aged children.
Outputs	2	
	3	
	4	
Notes	1	
	2	
	3	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

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Application	Definitions
Known Gaps[1]	
Known Gaps	Enter gaps identified from jurisdictional Capabilities Planning Guide (CPGs) survey, trainings, exercises, real events, after action reports and/or improvement plans that you want to resolve during the fiscal year.
Classify Activity[2]	
Sustain	A capability is built and ready for an emergency and/or disaster. Sustainment is working through the preparedness cycle; train, exercise, evaluate and improve in order to retain the ability and improve based on current jurisdictional hazards.
Build	A capability is incomplete. Building activities include research, development, identifying key partners and stakeholders, establishing relationships, defining roles, responsibilities, draft, public comment, etc..
Fiscal Year (FY) Activity[3]	
Plan/Develop	Strategic and operational planning establishes priorities, identifies expected levels of performance and capability requirements, provides the standard for assessing capabilities and helps stakeholders learn their roles. The planning elements identify what an organization's Standard Operating Procedures (SOPs) or Emergency Operations Plans (EOPs) should include for ensuring that contingencies are in place for delivering the capability during a large-scale disaster.
Organize/Equip	Organizing and equipping include identifying what competencies and skill sets people should possess and ensuring an organization has the correct personnel. Additionally, it includes identifying and acquiring standard equipment an organization may need to use in times of emergency.
Train	Training with the knowledge, skills, and abilities needed to perform key tasks required during a specific emergency situation.
Exercise	Exercises enable entities to identify strengths and incorporate them within best practices to sustain and enhance existing capabilities. They also provide an objective assessment of gaps and shortfalls within plans, policies and procedures to address areas for improvement prior to a real-world incident. Exercises help clarify roles and responsibilities among different entities, improve inter-agency coordination and communications and identify needed resources and opportunities for improvement.
Evaluate/Improve	Quality improvement thru after action Reports (AARs), collecting lessons learned, develop improvement plans, and track corrective actions to address gaps and deficiencies identified in exercises or real-world events to continuously improve and strengthen preparedness.
Updating	Modernize, make current and/or include the most recent information.
Not Applicable	Does not apply my jurisdiction. For example, a Public Health Lab, non CRI etc.
Estimated Completion[3]	
This fiscal year by Q2	The activity will be complete by the end of the second quarter of the fiscal year.
This fiscal year by Q4	The activity will be complete by the end of the fourth quarter of the fiscal year.
Continuous	The activity occurs throughout the year.
Out year	Not working on the activity this fiscal year, it will be addressed in the future.

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Reporting

Status[4-5]	
Complete	The Activity has been fully executed/in place to satisfy all requirements.
In progress, on schedule	This Activity is work in progress and will be completed by the Estimated Completion time.
In progress, off schedule	This Activity is work in progress and will be not be completed/late by the Estimated Completion time.
Not Started	No work has been done on this Activity.
Canceled	This activity will not be finished/completed this FY.

Primary Barrier[4-5]	
None	No barriers to completing this Activity and corresponding Outputs.
Lack of Funding	In sufficient funding to complete this Activity and corresponding Outputs.
Lack of Personnel	In sufficient staff or subject matter experts to complete this Activity and corresponding Outputs.
Administrative	Jurisdictional administrative processes delayed and/or pushed back the the next FY this Activity.
Time Constraint	Various factors limited the amount of time needed to complete this Activity. A few example, deadlines, workload, and reso
Waiting on EPO	Waiting on EPO to provide materials, resources or guidelines that impedes completion of this Activity.
Real Event	Jurisdiction
Other, provide in the *Notes* section.	Add additional information in the Notes section of this Activity.

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment D

Date:

California Department of Public Health
Emergency Preparedness Office

FY 2022-23 to FY 2026-27 Local Health Department Work Plan for Hospital Preparedness Program (HPP) and the Health Care Coalition

DRAFT

[Local Entity Name]

Region:

Population size:

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment D

[Local Entity Name]

This is a short list that includes requirements, a checklist and clarifications for the Hospital Preparedness Program (HPP) funding. This list is not exhaustive, HCCs are required to study the HPP Capability Guide and HPP Performance Measures and therein

HPP Performance Measures Implementation Guides

Link: https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/hpp-pmi-guidance-2017.pdf

Link: https://www.phe.gov/Preparedness/planning/hpp/reports/pmi-guidance-2019-2023/Pages/default.aspx

Pages 90-96 in the 2019-2023 HPP Performance Measures Implementation Guide contain a crosswalk of performance measures to HPP Workplan activities.

HPP Capability Guide

Link: https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/2017-2022-healthcare-pr-capablities.pdf

HPP Coalition Assessment Tool (CAT)

HPP Performance Measures are reported in the Coalition Assessment Tool (CAT) and to CDPH. CDPH will utilize information in the CAT to meet CDPH's required HPP reporting. CDPH will require HCCs to provide required deliverables and data that are not contained in the CAT. If you need to update your CAT point of contact and access, use the email provided below.

Link: https://HPPCAT.hhs.gov

Email: CAT@HHS.gov

DRAFT

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Requirement	
	HPP-PHEP-EMA Joint Exercise: **Select** from the dropdown menu the year of the exercise. This exercise must be a standalone functional or full scale joint exercise once every five years (rolling five years). This exercise **must** include a surge of patients into the health care system. *FY 2021-22 HPP Funding Opportunity Announcement, page 16.*
	Pediatric Surge Care Annex, Exercise: **Select** from the dropdown menu the year of the exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. *See Capability 4, Phase 3, Objective 2, Activity 4.6.*
	Radiation Emergency Surge Annex, Exercise: **Select** from the dropdown menu the year of the exercise if selected over the Chemical Emergency Surge Annex exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. *See Capability 4, Phase 3, Objective 2, Activity 5.7* .
↑ **or** ↓	(Radiation or Chemical Exercise)
	Chemical Emergency Surge Annex, Exercise: **Select** from the dropdown menu the year of the exercise if selected over the Radiation Emergency Surge Annex exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. *See Capability 4, Phase 3, Objective 2, Activity 5.8.*
	Burn Surge Annex, Exercise: **Select** from the dropdown menu the year of the exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. *See Capability 4, Phase 3, Objective 2, Activity 6.9.*
	Infectious Disease Preparedness and Surge Annex, Exercise: **Select** from the dropdown menu the year of the exercise. This exercise must be completed within five-years (FY 2019-20 to FY 2023-24) via a real event, tabletop or discussion exercise format. *See Capability 4, Phase 3, Objective 2, Activity 9.10*
FY 2022-23	Participate in State Wide Medical Health Exercise of Crisis Standards of Care CONOPS. *See Capability 4, Phase 3, Objective 1, Activity 3.1.*

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

	Provide a current inventory: **Select** which quarter to provide the list of all HCC resources purchased in the previous fiscal year that would be utilized during an exercise or real event each year to CDPH. *State Site Visit/State Audit requirement.*

Checklist

	Performance Measure 4: Complete HCC member updates, in CDPH template by the due date.
	Performance Measure 6: Other Exercise Requirements within the CAT, Exercise Tool report exercise dates and complete a datasheet for all required exercises.
	Performance Measure 9: Complete Jurisdictional Risk Assessment Survey provided by CDPH by the due date.
	Performance Measure 10: After Action Reporting (AAR) and Improvement Planning (IP) Matrix, complete within the CAT within the Exercise Tool.
	Performance Measures 12 & 13: Redundant Communications Drills 1 & 2, enter data into the CAT. The second drill must be six months after the first.
	Capability Assessments must be completed within the CAT before the end of year due date.
	Performance Measure HPP-PHEP J.1, Information Sharing: Report Essential Elements of Information (EEIs), situation reporting, to CDPH as requested during exercises and real events.
	CAHAN Communication Drills, quarterly.
	Disaster Health Volunteers (DHV) Program must be maintained annually. *See Capability 4, Phase 3, Objective 2, Activity 1.1*

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Clarifications

Performance Measure 22: This is a Hospital performance measure collected by the Emergency Medical Services for Children (EMSC). This should align with your Pediatric Surge Annex.

Performance Measure HPP-PHEP J.2, Volunteers: This is a State level performance measure.

Performance Measures 23-28: Annual Hospital Surge Test (HST) in the CAT within the Exercise Tool. **Only complete if,** you have a hospital that is in a Frontier and Remote Area (FAR) level four. https://www.ers.usda.gov/data-products/frontier-and-remote-area-codes/

HCC Exercise with an FCC to participate in the NDMS patient movement in the CAT within the Exercise Tool. **Only complete if,** you have a Federal Coordination Center (FCC) in your jurisdiction. https://asprtracie.hhs.gov/technical-resources/resource/5622/national-disaster-medical-system-federal-coordinating-center-guide

If there is a difference between the Performance Measures and HPP Funding Opportunity Announcement (FOA), the most current requirement is listed in this work plan, at this point in time it is based on the Performance Measures Implementation Guide 2019-2023.

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[Local Entity Name]

Capability 4:	**Medical Surge**
Goal:	Health care organizations deliver timely and efficient care to their patients even when the demand for h services exceeds available supply. The HCC, in collaboration with the state's/jurisdiction's ESF-8 lead a coordinates information and available resources for its members to maintain conventional surge respor emergency overwhelms the HCC's collective resources, the HCC supports the health care delivery sys contingency and crisis surge response and promotes a timely return to conventional standards of care possible.

1 **Known Gaps:**	

2 **Classify Activity:**	*Are you Building or Sustaining this Capability?*

DRAFT

PHASE 1: Plan and Prepare

		3 FY 2022-23
Objective 1	**Plan for a Medical Surge**	**FY 2022-23 Activity Type**
Activity 2	**Incorporate Medical Surge Planning into Emergency Medical Services Emergency Operation Plan**	
1	EMS plans should incorporate disaster related dispatch, response, mutual aid and regional coordination, pre-hospital triage and treatment, transportation, supplies and equipment. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 68* *FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA* *2017-2022 Health Care Preparedness and Response Capabilities, page 46-47*	

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	2	EMS will work collaboratively with the LHD to identify a local initiative or project to meet local needs and delineate the LEMSA role from the LHD role. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA*	
Activity 3		**Incorporate Medical Surge Planning into HCC Response Plan**	
	3	EMS will continue to participate in the review and update of the HCC Response Plan, to maintain the patient transportation process from, the field, to hospital, to interfacility, and to the region. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 68-76* *FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA* *2017-2022 Health Care Preparedness and Response Capabilities, page 46-48*	
	4	EMS will continue to review and update information sharing protocols with HCC members, corroborate member needs and incorporate the process in the HCC Response Plan. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 68-76* *FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA* *2017-2022 Health Care Preparedness and Response Capabilities, page 46-48*	
Activities	5		
	6		
	7		
Outputs from the planned activities			

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	1	HCCs will provide the EMS plans upon request (Activity 2.1).
	2	HCCs will provide a documentation of roles and responsibilities for local initiative or project (Activity 2.2).
	3	HCCs will provide a copy of the EMS transportation protocols upon request (Activity 3.3).
	4	
	5	
Outputs	6	
	7	
	8	
Notes	1	
	2	
	3	

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PHASE 2: Train and Equip

Objective 2:		Respond to a Medical Surge	FY 2022-23 Activity Type
Activity 3		**Incorporate Medical Surge Planning into HCC Response Plan**	
	1	EMS will continue to provide training to HCC members on plans, policies and procedures for regional transportation of a patient(s) with a suspected and/or confirmed highly infectious disease. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 68-76* *FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA* *2017-2022 Health Care Preparedness and Response Capabilities, page 46-48*	
	2	EMS will continue to provide training to HCC members on plans, policies and procedures for transitioning to a disaster response. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 68-76* *FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA* *2017-2022 Health Care Preparedness and Response Capabilities, page 46-48*	
Activities	3		
	4		
	5		
Outputs from the planned activities			
	1	HCCs will provide upon request their patient movement plan, and patient tracking/reunification plan (Activity 3.1).	
	2	HCCs will provide a list of participants and an agenda for each completed training (Activity 3.2).	

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PHASE 3: Exercise and Respond

		3 FY 2022-23
Objective 2:	**Respond to a Medical Surge**	**FY 2022-23 Activity Type**
Activity 3	**Incorporate Medical Surge into HCC Response Plan**	
1	EMS will participate in the Coalition Surge Test (CST) annually. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 68-76* *FY 2019-20 Local HPP Work Plan, Capability 4, LEMSA* *2017-2022 Health Care Preparedness and Response Capabilities, page 46-48* *2019-2023 HPP Performance Measures Implementation Guidance*	
2	EMS will complete a redundant communications drill twice a year with their HCC. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 60-61* *FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 1* *2017-2022 Health Care Preparedness and Response Capabilities, page 34* *2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16*	

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	3	EMS will participate in the annual SWMHE. *FY 20-21 Canceled.* *FY 21-22 Canceled.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 60-61* *FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 1* *2017-2022 Health Care Preparedness and Response Capabilities, page 34* *2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16*	
	4	EMS will participate in the SWMHE to validate the CDPH's Crisis Standards of Care CONOPS in FY 2022-23. *FY 21-22 Continue to work on this activity and deliverable and report.* Reference: *ASPR HPP FOA EP-U3R-19-001, pages 60-61* *FY 2019-20 Local HPP Work Plan, Capability 3, Objective 2, Activity 1* *2017-2022 Health Care Preparedness and Response Capabilities, page 34* *2017-2022 Hospital Preparedness Program, Performance Measures, Performance Measure 5, page 15-16*	
Activities	5		
	6		
	7		

Outputs from the planned activities		
	1	HCCs will provide after action reports (AARs) and improvement plans (IPs) (Activities 3.1-3.4).
Outputs	2	
	3	
	4	
Notes	1	

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Attachment D

ıealth care agency, ıse. When an tem's transition to as soon as

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

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Attachment D

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

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Attachment D

						3 FY 2023-24	
Estimated Completion	4 MY Report		5 YE Report		Notes	FY 2023-24 Activity Type	Estimated Completion
	Status	Primary Barrier	Status	Primary Barrier			

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment D

					3 FY 2024-25					
4 MY Report		5 YE Report		Notes	FY 2024-25	Estimated	4 MY Report		5 YE Report	
Status	Primary Barrier	Status	Primary Barrier				Status	mary Barr	Status	mary Barr

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Attachment D

					3 FY 2024-25					
4 MY Report		5 YE Report		Notes	FY 2024-25	Estimated	4 MY Report		5 YE Report	
Status	Primary Barrier	Status	Primary Barrier				Status	mary Barr	Status	mary Barr

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Attachment D

					3 FY 2024-25					
4 MY Report		5 YE Report		Notes	FY 2024-25	Estimated	4 MY Report		5 YE Report	
Status	Primary Barrier	Status	Primary Barrier				Status	mary Barr	Status	mary Barr

	3 FY 2025-26							3 FY 2026-27				
Notes	FY 2025-26	Estimated	4 MY Report Status	4 MY Report mary Bar	5 YE Report Status	5 YE Report mary Bar	Notes	FY 2026-27	Estimated	4 MY Report Status	4 MY Report mary Bar	5 YE R Status

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Attachment D

	3 FY 2025-26							3 FY 2026-27				
Notes	FY 2025-26	Estimated	4 MY Report Status	4 MY Report mary Bar	5 YE Report Status	5 YE Report mary Bar	Notes	FY 2026-27	Estimated	4 MY Report Status	4 MY Report mary Bar	5 YE R Status

Attachment D - Multi-County LEMSA Workplan DRAFT, LEMSA

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Attachment D

	3 FY 2025-26							3 FY 2026-27				
Notes	FY 2025-26	Estimated	4 MY Report		5 YE Report		Notes	FY 2026-27	Estimated	4 MY Report		5 YE R
			Status	mary Bar	Status	mary Bar				Status	mary Bar	Status

Application

Known Gaps[1]

Known Gaps

Classify Activity[2]

Sustain

Build

Fiscal Year (FY) Activity[3]

Plan/Develop

Organize/Equip

Train

Exercise

Evaluate/Improve

Updating

Not Applicable

Estimated Completion[3]

This fiscal year by Q2

This fiscal year by Q4

Continuous

Out year

Not Applicable

Reporting

Status[4-5]

Complete

In progress, on schedule

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In progress, off schedule
Not Started
Canceled

Primary Barrier[4-5]

None
Lack of Funding
Lack of Personnel
Administrative
Time Constraint
Waiting on EPO
Real Event
Other, provide in the *Notes* section.

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Definitions

Enter gaps identified from jurisdictional Capabilities Planning Guide (CPGs) survey, trainings, exercises, real events, after action reports and/or improvement plans that you want to resolve during the fiscal

A capability is built and ready for an emergency and/or disaster. Sustainment is working through the preparedness cycle; train, exercise, evaluate and improve in order to retain the ability and improve based on current jurisdictional hazards.
A capability is incomplete. Building activities include research, development, identifying key partners and stakeholders, establishing relationships, defining roles, responsibilities, draft, public comment, etc..

Strategic and operational planning establishes priorities, identifies expected levels of performance and capability requirements, provides the standard for assessing capabilities and helps stakeholders learn their roles. The planning elements identify what an organization's Standard Operating Procedures (SOPs) or Emergency Operations Plans (EOPs) should include for ensuring that contingencies are in place for delivering the capability during a large-scale disaster.
Organizing and equipping include identifying what competencies and skill sets people should possess and ensuring an organization has the correct personnel. Additionally, it includes identifying and acquiring standard equipment an organization may need to use in times of emergency.
Training with the knowledge, skills, and abilities needed to perform key tasks required during a specific emergency situation.
Exercises enable entities to identify strengths and incorporate them within best practices to sustain and enhance existing capabilities. They also provide an objective assessment of gaps and shortfalls within plans, policies and procedures to address areas for improvement prior to a real-world incident.
Exercises help clarify roles and responsibilities among different entities, improve inter-agency coordination and communications and identify needed resources and opportunities for improvement.
Quality improvement thru after action Reports (AARs), collecting lessons learned, develop improvement plans, and track corrective actions to address gaps and deficiencies identified in exercises or real-world events to continuously improve and strengthen preparedness.
Modernize, make current and/or include the most recent information.
Does not apply my jurisdiction. For example, a Public Health Lab, non CRI etc.

The activity will be complete by the end of the second quarter of the fiscal year.
The activity will be complete by the end of the fourth quarter of the fiscal year.
The activity occurs throughout the year.
Not working on the activity this fiscal year, it will be addressed in the future.
Does not apply my jurisdiction. For example, a Public Health Lab, non CRI etc.

The Activity has been fully executed/in place to satisfy all requirements.
This Activity is work in progress and will be completed by the Estimated Completion time.

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This Activity is work in progress and will be not be completed/late by the Estimated Completion time.
No work has been done on this Activity.
This activity will not be finished/completed this FY.

No barriers to completing this Activity and corresponding Outputs.
In sufficient funding to complete this Activity and corresponding Outputs.
In sufficient staff or subject matter experts to complete this Activity and corresponding Outputs.
Jurisdictional administrative processes delayed and/or pushed back the the next FY this Activity.
Various factors limited the amount of time needed to complete this Activity. A few example, deadlines, w
Waiting on EPO to provide materials, resources or guidelines that impedes completion of this Activity.
Jurisdiction

Add additional information in the Notes section of this Activity.

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Annual	Region I	less than 200,000
FY 2022-23	Region II	between 200,000 and
FY 2023-24	Region III	greater than 700,000
FY 2024-25	Region IV	
FY 2025-26	Region V	Q2
FY 2026-27	Region VI	Q3
	Multiple Regions	Q4

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PHEP Budget

Attachment E

1) 2) Date:

3) **Entity Name:**	
4) **FY 22-23 Allocation**	
5) **Indirect Cost based on:**	
6) **Personnel Costs Rate:**	
Direct Costs Rate:	

Budget Category	Total	% Allocation
Personnel	$0.00	0%
Fringe	$0.00	0%
Operating Expenses	$0.00	0%
Equipment	$0.00	0%
In State Travel	$0.00	0%
Out of State Travel	$0.00	0%
Subcontracts	$0.00	0%
Other Costs	$0.00	0%
Total Direct	**$0.00**	0%
Total Indirect Cost	**$0.00**	
Total Budget	**$0.00**	
Balance	**$0.00**	

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PHEP Budget

Attachment E

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Personnel

UID	1) Position and Individual	2) FTE %	3) Time (months)	4) Annual Salary	5) Annual Fringe	Salary Cost	Fringe Cost	Cost	6) Domain	7) Domain Activity	8) Budget Justification	Fringe %
PP101				$0.00	$0.00	0.00	0.00	0.00				0
PP102				$0.00	$0.00	0.00	0.00	0.00				0
PP103				$0.00	$0.00	0.00	0.00	0.00				0
PP104				$0.00	$0.00	0.00	0.00	0.00				0
PP105				$0.00	$0.00	0.00	0.00	0.00				0
PP106				$0.00	$0.00	0.00	0.00	0.00				0
PP107				$0.00	$0.00	0.00	0.00	0.00				0
PP108				$0.00	$0.00	0.00	0.00	0.00				0
PP109				$0.00	$0.00	0.00	0.00	0.00				0
PP110				$0.00	$0.00	0.00	0.00	0.00				0
	Personnel	**0.00 FTE**	**0.00 Time**	$0.00	$0.00	**$0.00 Salary**	**$0.00 Fringe**	**$0.00 Total Personnel**	**0.0% Fringe %**			

Operating Expenses

UID	1) Item	2) Domain	3) Domain Activity	4) Cost	5) Budget Justification
POE101				$0.00	
POE102				$0.00	
POE103				$0.00	
POE104				$0.00	
POE105				$0.00	
POE106				$0.00	
POE107				$0.00	
POE108				$0.00	
POE109				$0.00	
POE110				$0.00	
OE111				$0.00	
OE112				$0.00	
OE113				$0.00	
OE114				$0.00	
OE115				$0.00	
				$0.00 Total Operating Expenses	

Equipment (Major)

UID	1) Item	2) Domain	3) Domain Activity	4) Qty	5) Unit Price	Cost	6) Budget Justification
PE101					$0.00	0.00	
PE102					$0.00	0.00	
PE103					$0.00	0.00	

0

0

PE104					$0.00	0.00	
PE105					$0.00	0.00	
PE106					$0.00	0.00	
PE107					$0.00	0.00	
PE108					$0.00	0.00	
PE109					$0.00	0.00	
PE110					$0.00	0.00	
				0.0		$0.00	
						Total Equipment	

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In State Travel

UID	1) Travel Name	2) Domain	3) Domain Activity	4) Cost	5) Budget Justification
PT101				$0.00	
PT102				$0.00	
PT103				$0.00	
PT104				$0.00	
PT105				$0.00	
PT106				$0.00	
PT107				$0.00	
PT108				$0.00	
PT109				$0.00	
PT110				$0.00	
				$0.00	
				Total In State Travel	

Out of State Travel

UID	1) Travel Name	2) Domain	3) Domain Activity	4) Cost	5) Budget Justification
POST101				$0.00	
POST102				$0.00	
POST103				$0.00	
POST104				$0.00	
POST105				$0.00	
POST106				$0.00	
POST107				$0.00	
POST108				$0.00	
POST109				$0.00	
POST110				$0.00	
				$0.00	
				Total Out of State Travel	

Subcontracts

UID	1) Contract Name	2) FTE	3) Domain	4) Domain Activity	5) Cost	6) Budget Justification
PS101					$0.00	
PS102					$0.00	
PS103					$0.00	
PS104					$0.00	
PS105					$0.00	
PS106					$0.00	
PS107					$0.00	
PS108					$0.00	
PS109					$0.00	
PS110					$0.00	

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UID	1) Software and Licenses	2) Domain	3) Domain Activity	4) Cost	5) Budget Justification
P0101				$0.00	
P0102				$0.00	
P0103				$0.00	
P0104				$0.00	
P0105				$0.00	
P0106				$0.00	
P0107				$0.00	
P0108				$0.00	
P0109				$0.00	
P0110				$0.00	
			Software and Licenses	$0.00	
	1) Training and Conference Registrations				
P0131				$0.00	
P0132				$0.00	
P0133				$0.00	
P0134				$0.00	
P0135				$0.00	
P0136				$0.00	
P0137				$0.00	
P0138				$0.00	
P0139				$0.00	
P0140				$0.00	
			Training and Conference Registrations	$0.00	
	1) Training and Exercise Materials				
P0161				$0.00	
P0162				$0.00	
P0163				$0.00	
P0164				$0.00	
P0165				$0.00	
P0166				$0.00	
P0167				$0.00	
P0168				$0.00	
P0169				$0.00	
P0170				$0.00	
			Training and Exercise Materials	$0.00	
	1) Maintenance Agreements				
P0191				$0.00	
P0192				$0.00	
P0193				$0.00	
P0194				$0.00	
P0195				$0.00	

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P0196				$0.00	
P0197				$0.00	
P0198				$0.00	
P0199				$0.00	
P0200				$0.00	
			Maintenance Agreements	$0.00	
				$0.00	
			Total Other		

Total Direct	$0.00
Total Indirect	$0.00
Total	**$0.00**

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1) **HPP Budget** 2) Date:

3) **Entity Name:**	
4) **FY 22-23 Allocation**	
5) **Indirect Cost based on:**	
6) **Personnel Costs Rate:**	
Direct Costs Rate:	

Budget Category	Total	% Allocation
Personnel	$0.00	0%
Fringe	$0.00	0%
Operating Expenses	$0.00	0%
Equipment	$0.00	0%
In State Travel	$0.00	0%
Out of State Travel	$0.00	0%
Subcontracts	$0.00	0%
Other Costs	$0.00	0%
Total Direct	**$0.00**	0%
Total Indirect Cost	**$0.00**	
Total Budget	**$0.00**	
Balance	$0.00	

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UID	Personnel							
	1) Position and Individual	2) FTE %	3) Time (months)	4) Annual Salary	5) Annual Fringe	Salary Cost	Fringe Cost	Cost
HP101				$0.00	$0.00	0.00	0.00	0.00
HP102				$0.00	$0.00	0.00	0.00	0.00
HP103				$0.00	$0.00	0.00	0.00	0.00
HP104				$0.00	$0.00	0.00	0.00	0.00
HP105				$0.00	$0.00	0.00	0.00	0.00
HP106				$0.00	$0.00	0.00	0.00	0.00
HP107				$0.00	$0.00	0.00	0.00	0.00
HP108				$0.00	$0.00	0.00	0.00	0.00
HP109				$0.00	$0.00	0.00	0.00	0.00
HP110				$0.00	$0.00	0.00	0.00	0.00
HP111				$0.00	$0.00	0.00	0.00	0.00
HP112				$0.00	$0.00	0.00	0.00	0.00
HP113				$0.00	$0.00	0.00	0.00	0.00
HP114				$0.00	$0.00	0.00	0.00	0.00
HP115				$0.00	$0.00	0.00	0.00	0.00
	Personnel	0.00 FTE	0.00 Time	$0.00	$0.00	$0.00 Salary	$0.00 Fringe	$0.00 Total Personnel

UID	Operating Expenses			
	1) Item	2) Capability	3) Objective	4) Cost
HOE101				$0.00
HOE102				$0.00
HOE103				$0.00
HOE104				$0.00
HOE105				$0.00
HOE106				$0.00
HOE107				$0.00

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HOE108				$0.00
HOE109				$0.00
HOE110				$0.00
HOE111				$0.00
HOE112				$0.00
HOE113				$0.00
HOE114				$0.00
HOE115				$0.00
				$0.00
				Total Operating

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

0

Equipment (Major)

UID	1) Item	2) Capability	3) Objective	4) Qty	5) Unit Price	Cost
HE101					$0.00	0.00
HE102					$0.00	0.00
HE103					$0.00	0.00
HE104					$0.00	0.00
HE105					$0.00	0.00
HE106					$0.00	0.00
HE107					$0.00	0.00
HE108					$0.00	0.00
HE109					$0.00	0.00
HE110					$0.00	0.00
				0.0		**$0.00**
						Total Equipmer

In State Travel

UID	1) Travel Name	2) Capability	3) Objective	4) Cost
HT101				$0.00
HT102				$0.00
HT103				$0.00
HT104				$0.00
HT105				$0.00
HT106				$0.00
HT107				$0.00
HT108				$0.00
HT109				$0.00
HT110				$0.00
				$0.00
				Total In State T

Out of State Travel

UID	1) Travel Name	2) Capability	3) Objective	4) Cost

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

HPP Budget

Attachment F

0

HOST101				$0.00
HOST102				$0.00
HOST103				$0.00
HOST104				$0.00
HOST105				$0.00
HOST106				$0.00
HOST107				$0.00
HOST108				$0.00
HOST109				$0.00
HOST110				$0.00
				$0.00
				Total Out of Sta

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

0

Subcontracts

UID	1) Contract Name	2) FTE	3) Capability	4) Objective	5) Cost
HS101					$0.00
HS102					$0.00
HS103					$0.00
HS104					$0.00
HS105					$0.00
HS106					$0.00
HS107					$0.00
HS108					$0.00
HS109					$0.00
HS110					$0.00
					$0.00
					Total Subcontr

Other

UID	1) Software and Licenses	2) Capability	3) Objective	4) Cost
HO101				$0.00
HO102				$0.00
HO103				$0.00
HO104				$0.00
HO105				$0.00
HO106				$0.00
HO107				$0.00
HO108				$0.00
HO109				$0.00
HO110				$0.00
			Software and Licenses	$0.00

	1) Training and Conference Registrations	2) Capability	3) Objective	4) Cost
HO131				$0.00
HO132				$0.00
HO133				$0.00

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

0

HO134				$0.00
HO135				$0.00
HO136				$0.00
HO137				$0.00
HO138				$0.00
HO139				$0.00
HO140				$0.00
			Training and Conference Registrations	$0.00

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

0

	1) **Training and Exercise Materials**	2) **Capability**	3) **Objective**	4) **Cost**
HO161				$0.00
HO162				$0.00
HO163				$0.00
HO164				$0.00
HO165				$0.00
HO166				$0.00
HO167				$0.00
HO168				$0.00
HO169				$0.00
HO170				$0.00
			Training and Exercise Materials	$0.00
	Maintenance Agreements	2) **Capability**	3) **Objective**	4) **Cost**
HO191				$0.00
HO192				$0.00
HO193				$0.00
HO194				$0.00
HO195				$0.00
HO196				$0.00
HO197				$0.00
HO198				$0.00
HO199				$0.00
HO200				$0.00
			Maintenance Agreements	$0.00
				$0.00
				Total Other

Total Direct	$0.00
Total Indirect	$0.00
Total	**$0.00**

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

HPP Budget

Attachment F

6) **Capability**	7) **Objective**	8) **Budget Justification**	**Fringe %**
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0

5) **Budget Justification**	6) **Facility**

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

6) **Budget Justification**	7) **Facility**
nt	

5) **Budget Justification**	6) **Facility**
Travel	

5) **Budget Justification**	6) **Facility**

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

HPP Budget

Attachment F

ate Travel	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

5) **Budget Justification & Facility**	6) **Facility**
acts	

5) **Budget Justification & Facility**	6) **Facility**

5) **Budget Justification & Facility**	6) **Facility**

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

HPP Budget

Attachment F

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

5) **Budget Justification & Facility**	6) **Facility**

5) **Budget Justification & Facility**	6) **Facility**

0

Facilities

UID	Facility Name
A	
B	
C	
D	
E	
F	
G	
H	
I	
J	
K	
L	
M	
N	
O	
P	
Q	
R	
S	
T	
U	
V	
W	
X	
Y	
Z	
AA	
AB	
AC	
AD	
AE	
AF	
AG	
AH	
AI	
AJ	
AK	
AL	
AM	
AN	
AO	
AP	
AQ	
AR	
AS	
AT	
AU	

UID	Facility Name
AV	
AW	
AX	
AY	
AZ	
BA	
BB	
BC	
BD	
BE	
BF	
BG	
BH	
BI	
BJ	
BK	
BL	
BM	
BN	
BO	
BP	
BQ	
BR	
BS	
BT	
BU	
BV	
BW	
BX	
BY	
BZ	
CA	
CB	
CC	
CD	
CE	
CF	
CG	
CH	
CI	
CJ	
CK	
CL	
CM	
CN	
CO	
CP	

DRAFT

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Pan Flu Budget

Attachment G

1) **Pan Flu**

2) Date:

3) **Entity Name:**	
4) **FY 22-23 Allcoation**	
5) **Indirect Cost based on:**	
6) **Personnel Costs Rate:**	
Direct Costs Rate:	

Budget Category	Total	% Allocation
Personnel	$0.00	0%
Fringe	$0.00	0%
Operating Expenses	$0.00	0%
Equipment	$0.00	0%
In State Travel	$0.00	0%
Out of State Travel	$0.00	0%
Subcontracts	$0.00	0%
Other Costs	$0.00	0%
Total Direct	**$0.00**	0%
Total Indirect Cost	**$0.00**	
Total Budget	**$0.00**	
Balance	**$0.00**	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Pan Flu Budget

Attachment G

0

UID	Personnel 1) Position and Individual	2) FTE %	3) Time (months)	4) Annual Salary	5) Annual Fringe	Salary Cost	Fringe Cost
FP101				$0.00	$0.00	0.00	0.00
FP102				$0.00	$0.00	0.00	0.00
FP103				$0.00	$0.00	0.00	0.00
FP104				$0.00	$0.00	0.00	0.00
FP105				$0.00	$0.00	0.00	0.00
FP106				$0.00	$0.00	0.00	0.00
FP107				$0.00	$0.00	0.00	0.00
FP108				$0.00	$0.00	0.00	0.00
FP109				$0.00	$0.00	0.00	0.00
FP110				$0.00	$0.00	0.00	0.00
FP111				$0.00	$0.00	0.00	0.00
FP112				$0.00	$0.00	0.00	0.00
FP113				$0.00	$0.00	0.00	0.00
FP114				$0.00	$0.00	0.00	0.00
FP115				$0.00	$0.00	0.00	0.00
	Personnel	**0.00 FTE**	**0.00 Time**	$0.00	$0.00	**$0.00 Salary**	**$0.00 Fringe**

UID	Operating Expenses 1) Item	2) Objective	3) Activity
FOE101			
FOE102			
FOE103			
FOE104			
FOE105			
FOE106			
FOE107			
FOE108			
FOE109			

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Pan Flu Budget

Attachment G

0

Equipment (Major)

UID	1) Item	2) Objective	3) Activity	4) Qty	5) Unit Price
FE101					$0.00
FE102					$0.00
FE103					$0.00
FE104					$0.00
FE105					$0.00
FE106					$0.00
FE107					$0.00
FE108					$0.00
FE109					$0.00
FE110					$0.00
				0.0	

In State Travel

UID	1) Travel Name	2) Objective	3) Activity
FT101			
FT102			
FT103			
FT104			
FT105			
FT106			
FT107			
FT108			
FT109			
FT110			

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Pan Flu Budget

Attachment G

0

Out of State Travel

UID	1) Travel Name	2) Objective	3) Activity
FOST101			
FOST102			
FOST103			
FOST104			
FOST105			
FOST106			
FOST107			
FOST108			
FOST109			
FOST110			

Subcontracts

UID	1) Contract Name	2) FTE	3) Objective	4) Activity
FS101				
FS102				
FS103				
FS104				
FS105				
FS106				
FS107				
FS108				
FS109				
FS110				

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Pan Flu Budget

Attachment G

0

UID	Other 1) **Software and Licenses**	2) **Objective**	3) **Activity**
F0101			
F0102			
F0103			
F0104			
F0105			
F0106			
F0107			
F0108			
F0109			
F0110			
			Software and Licenses
	1) **Training and Conference Registrations**	2) **Objective**	3) **Activity**
F0131			
F0132			
F0133			
F0134			
F0135			
F0136			
F0137			
F0138			
F0139			
F0140			
			Training and Conference Registrations

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Pan Flu Budget

Attachment G

0

	1) Training and Exercise Materials	2) Objective	3) Activity
F0161			
F0162			
F0163			
F0164			
F0165			
F0166			
F0167			
F0168			
F0169			
F0170			
			Training and Exercise Materials

	1) Maintenance Agreements	2) Objective	3) Activity
F0191			
F0192			
F0193			
F0194			
F0195			
F0196			
F0197			
F0198			
F0199			
F0200			
			Maintenance Agreements

Total Direct

Total Indirect

Total

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Pan Flu Budget

Attachment G

Cost	6) Objective	7) Activity	8) Budget Justification	Fringe %
0.00				0
0.00				0
0.00				0
0.00				0
0.00				0
0.00				0
0.00				0
0.00				0
0.00				0
0.00				0
0.00				0
0.00				0
0.00				0
0.00				0
0.00				0
0.00				0
$0.00	**0.0%**			
Total Personnel	**Fringe %**			

4) Cost	5) Budget Justification
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Pan Flu Budget

Attachment G

Cost	6) Budget Justification
0.00	
0.00	
0.00	
0.00	
0.00	
0.00	
0.00	
0.00	
0.00	
0.00	
$0.00	
Total Equipment	

4) Cost	5) Budget Justification
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
Total In State Travel	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Pan Flu Budget

Attachment G

4) Cost	5) Budget Justification
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
Total Out of State Travel	

5) Cost	6) Budget Justification
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
Total Subcontracts	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Pan Flu Budget

Attachment G

4) **Cost**	5) **Budget Justification**
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	

4) **Cost**	5) **Budget Justification**
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Pan Flu Budget

Attachment G

4) Cost	5) Budget Justification
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	

4) Cost	5) Budget Justification
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	
$0.00	

$0.00	
$0.00	
Total Other	

$0.00

$0.00

$0.00

Budget Personnel Summary

Atta H

UID	1) TITLE/NAME	FTE Percentage and Time (Months)											4) Annual Salary (does not include Fringe)	5) Salary Revision (mm/dd/yy)
		2) PHEP Time (mo)	3) PHEP FTE %	2) LABS Time (mo)	3) LABS FTE %	2) CRI Time (mo)	3) CRI FTE %	2) HPP Time (mo)	3) HPP FTE %	2) Pan Flu Time (mo)	3) Pan Flu FTE %	TOTAL		
PS101												0.00%		
PS102												0.00%		
PS103												0.00%		
PS104												0.00%		
PS105												0.00%		
PS106												0.00%		
PS107												0.00%		
PS108												0.00%		
PS109												0.00%		
PS110												0.00%		
PS111												0.00%		
PS112												0.00%		
PS113												0.00%		
PS114												0.00%		
PS115												0.00%		
PS116												0.00%		
PS117												0.00%		
PS118												0.00%		
PS119												0.00%		
PS120												0.00%		
	Totals		0.00%		0.00%		0.00%		0.00%		0.00%			

	Total PHEP	Total HPP	Total Pan Flu
EPO Use Only	0.00%	0.00%	0.00%

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Local Entity Contact Information

Attachr

Local Entity Name	

Pandemic Influenza (Pan Flu)				
Pan Flu Positions	**Name**	**Address**	**Telephone Number**	**E-mail Address**
Pandemic Influenza Coordinator				
Fiscal Contact				

Public Health Emergency Preparedness (PHEP)				
PHEP Positions	**Name**	**Address**	**Telephone Number**	**E-mail Address**
Health Officer				
Health Executive				
PHEP Coordinator				
SNS Coordinator				
Epidemiologist				
MHOAC (Primary)				
MHOAC (Alternate)				
Lab Director				
Lab Emergency Contact				
CAHAN Coordinator (Primary)				
CAHAN Coordinator (Alternate)				
Statewide Exercise Coordinator				
Fiscal Contact				
Public Information Officer (PIO)				

Hospital Preparedness Program	
HCC Name	
HCC County(ies)	

HPP Positions	**Name**	**Address**	**Telephone Number**	**E-mail Address**
HPP Coordinator				
Coalition Coordinator				
LEMSA Coordinator				
MHOAC (Primary)				
MHOAC (Alternate)				
CAHAN Coordinator (Primary)				
CAHAN Coordinator (Alternate)				
Statewide Exercise Coordinator				
Fiscal Contact				
DHV Coordinator				

State of California-Health and Human Services Agency

California Department of P
1616 Capitol Ave., Suite 74.262
P.O. Box 997377, MS 1800
Sacramento, CA 95899-7
www.cdph.ca.

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Submit

GOVERNMENT AGENCY TAXPAYER ID FORM

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Please print the form to sign prior to submittal. You may email the form to: GovSuppliers@cdph.ca.gov or fax it to (916) 650-0100, or mail it to the address above.

Principal Government Agency Name

Remit-To Address (Street or PO Box)

City: State: Zip Code+4:

Government Type: ☐ City ☐ County ☐ Special District ☐ Federal ☐ Other (Specify)

Federal Employer Identification Number (FEIN)

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

FI$Cal ID# (if known)	Dept/Division/Unit Name	Complete Address
FI$Cal ID# (if known)	Dept/Division/Unit Name	Complete Address
FI$Cal ID# (if known)	Dept/Division/Unit Name	Complete Address
FI$Cal ID# (if known)	Dept/Division/Unit Name	Complete Address

---

Contact Person Title

Phone number E-mail address

Signature Date

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

California Department of Public Health
Emergency Preparedness Office (EPO)
Corrective Action Plan (CAP) Preparation Instructions

General Instructions: The instructions below have been prepared to assist you in developing your Corrective Action Plan (CAP) for the findings that were made during your Audit. The Final Audit Report was issued to you by the California Department of Public Health, Office of Compliance--Grant Compliance Unit (GCU), which disclosed findings that require corrective action and were stated in terms of "recommendations" by the auditor(s) in the Final Audit Report. These preparation instructions will apply both to the Hospital Preparedness (HPP) and the Public Health Emergency Preparedness (PHEP) Program audits. Each audit finding must be addressed separately.

Your CAP must be prepared and completed using the Final Audit Report. List all findings made using the CAP template provided in this document. The draft CAP must be submitted to EPO for review and approval no later than thirty (30) days after receipt of the CAP template and instructions. Audit findings must be resolved no later than six (6) months after receiving the Final Audit Report. Extensions to this deadline may be granted by your Contract Manager on a case-by-case basis.

CAP Template Completion Instructions :

Upon receipt of these instructions and template, it is recommended that you save a copy of the template to your hard-drive to simplify preparation and for future reference.

COUNTY: (insert County name)

Implementation Schedule Date: Enter the date, month, and year you intend to "activate" CAP activities. Please keep in mind that all activities must be completed/resolved within six (6) months from the date the Final Audit Report was issued. This date may be an estimate of the date of implementation.

Program (PHEP/HPP): A CAP must be prepared for each audited program that had fiscal findings. Please note a separate CAP is required for each audited program; this template includes a tab for each program.

Audit Period FY: Indicate the fiscal year for which the audit was conducted. If the audit included a grant period that was extended, the fiscal year should be displayed as follows: FY 2018/19-20. The month and date are not required in this block.

Contact Information: Enter current contact information for the person who is responsible for tracking CAP activities.

Audit Information: Complete the first three (3) columns using the information within the Final Audit Report. Once those columns have been finalized, you will then complete the remaining columns to ensure that your CAP will not be returned as incomplete. If you are unable to locate the Final Audit Report, you may contact your Contract Manager and request an additional copy.

Audit Category: Listed as the sub-header for each finding, such as "Finding #1 -Sub-contract not provided to CDPH," "Finding #2 -Trust Fund", "Finding #3 -...." etc. These sub-headers are listed in the report's "Executive Summary" and as the sub-headers in the "Findings and Recommendations" section of the Audit Report. For each finding that includes an auditor recommendation, place this sub-heading in the "Audit Category" column exactly as indicated in the Final Audit Report.

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Finding: For each finding that includes an auditor recommendation, summarize the auditor's discussion in this section. In summarizing, do not change the context of the finding, but briefly discuss the auditor's disclosure of the finding. At the end of the discussion, provide the page number in the Final Audit Report where the finding is listed. Copying the "Condition" of the report finding will suffice as a summary for the CAP Finding.

Audit Recommendation: Each finding that requires corrective action will include an auditor recommendation for resolution indicated by an underlined sub-heading entitled "Recommendation" for each finding of the report. Summarize this recommendation as appropriate and place the summary in the "Audit Recommendation" block. Generally, copying the "Recommendation" of each report finding is the easiest and most accurate answer for the CAP's "Audit Recommendation" column.

Corrective Action Taken: The County must provide a detailed, yet concise discussion of the intended action(s) either planned, underway, or completed to resolve this specific finding. The discussion must differentiate between actions completed, contemplated, or not completed. Additionally, the County must provide a clear discussion regarding the measures taken to assure that this finding will not recur in the future with subsequent CDPH/EPO-funded programs/grants. Source and/or confirming documentation must be maintained and made available upon CDPH/EPO and CDPH/GCU request.

Estimated Completion Date: Insert the date the County anticipates this specific finding will be resolved. The date should be realistic and flexible as it reflects how difficult or less so it is to resolve the finding. Extensions of this estimated completion date may be requested through the County's EPO Contract Manager. Approvals will be determined on a case-by-case basis. EPO determinations are final.

Actual Completion Date: Insert the date the finding has been resolved. This block is left empty until an updated CAP is submitted to the EPO Contract Manager for review and approval. This block is only completed once and within the allotted six-month audit resolution period. Assure source documentation is maintained on each finding to confirm that the finding has been resolved. In order for the CAP to be accepted as complete, there must be a completion date.

Finding Resolved (Yes/No): This block reflects whether the finding has been completely resolved or not; future updates will be required until the finding is resolved. "Yes" is meant to convey that the finding has been resolved within the estimated or actual completion date. A "No" response conveys that the finding remains an open item within the County's CAP and further reporting will be required. Any additional time needed to resolve and report efforts of resolving the finding must be requested in writing to the EPO Contract Manager representing the County's region.

Reporting Requirements for Unresolved Audit Findings: Counties with unresolved audit findings must use this CAP template to provide written audit resolution updates to CDPH/EPO Contract Managers during scheduled mid-year and year-end reporting periods. In some instances, these reporting requirements may be sooner, depending on the County's due date for the mid-year and year-end progress reports. Should there be a variance between required program reporting and CAP updates, consult with your Contract Manager concerning a modified update reporting schedule. This reporting requirement will become an additional reporting requirement for future CDC and HPP grant award periods. All audit findings are reportable activities until the finding is resolved.

Submission of CAPs for Review and Approval: CAPs will be submitted via email to your CDPH/EPO Contract Manager - Local Emergency Preparedness Section.

Please direct all questions regarding the CAP to your Contract Manager

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

California Department of Public Health
Emergency Preparedness Office (EPO)
Corrective Action Plan

COUNTY:					
Implementation Schedule Date:		Program:	PHEP	Audit Period: FY	
CONTACT INFORMATION					
Contact Name & Position:		Contact Organization:		Address:	
Phone Number:		Email Address:			

Audit Category	Finding	Audit Recommendation	Corrective Action Taken	Estimated Completion Date	Actual Completion Date	Finding Resolved (YES/NO)

Attachment K - Fiscal Corrective Action Plan (CAP)

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

California Department of Public Health
Emergency Preparedness Office (EPO)
Corrective Action Plan

COUNTY:						
Implementation Schedule Date:		*Program:*	*HPP*	*Audit Period: FY*		
CONTACT INFORMATION						
Contact Name & Position:		*Contact Organization:*		*Address:*		
Phone Number:		*Email Address:*				

Audit Category	*Finding*	*Audit Recommendation*	*Corrective Action Taken*	*Estimated Completion Date*	*Actual Completion Date*	*Finding Resolved (YES/NO)*

Attachment K - Fiscal Corrective Action Plan (CAP)

INVENTORY DISPOSAL SCHEDULE *(See Reverse for Instructions)* *(See FAR 52.245 - l (j))*	1. TYPE *(Check block(s) where applicable)* ☐ TERMINATION INVENTORY ☐ FINAL SCHEDULE	2. SCHEDULE REFERENCE NUMBER	PAGE NUMBER	NUMBER OF PAGES	**OMB Control Number 9000-0075 Expiration Date: 4/30/2022**

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0075. We estimate that it will take 2 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of informatio U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

3. PRIME CONTRACT NUMBER	4. SUBCONTRACTOR/PURCHASE ORDER NUMBER	5. CONTRACT TYPE	6. TERM DOCKET NUMBER	7. TOTAL LINE ITEMS	8. TOTAL ACQUISITION COST

9a. CAGE CODE	9b. PRIME CONTRACTOR *(Point of Contact)*	10a. CAGE CODE	10b. SUBCONTRACTOR *(Point of Contact)*
9c. STREET ADDRESS		10c. STREET ADDRESS	
9d. CITY, STATE, AND ZIP CODE		10d. CITY, STATE, AND ZIP CODE	

11a. LOCATION OF PROPERTY	11b. POINT OF CONTACT FOR PROPERTY	12. PRODUCT COVERED BY CONTRACT/ORDER

13. ITEM NUMBER	14. ITEM DESCRIPTION	15. GOVERNMENT FURNISHED/ CONTRACTOR ACQUIRED	16. DML *(DEMILITARIZA -TION)* CODE	17. PROPERTY CLASSIFI- CATION	18. GOVERNMENT PART OR DRAWING NUMBER AND REVISION NUMBER	19. CONDITION CODE	20. QUANTITY	21. UNIT OF MEASURE	22. COST		23. CONTRACTC OFFER
									UNIT (a)	TOTAL (b)	

24a. SIGNATURE OF CONTRACTOR SUBMITTING SCHEDULE	24b. NAME OF CONTRACTOR SUBMITTING SCHEDULE	24c. TITLE	24d. DATE

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1428 (REV. 1/2
Prescribed by GSA-FAR (48 CFR) 53.245(e) and 53.

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

INSTRUCTIONS

The Contractor shall submit all schedules to the Plant Clearance Officer.

Manual submissions. Prepare a separate schedule for items in each property classification (block 17) and a separate schedule for scrap. Submit an original and 2 copies of each scrap schedule and continuation sheet (SF 1429). For other schedules, an original and 7 copies are required.

Electronic submissions. Group all items of the same property classification. Submit separate schedules for scrap.

General instructions.

BLOCKS 1, 2 & 4 - Self-explanatory.

BLOCK 3 - PRIME CONTRACT NO. ***(For contract modifications and BOAs).*** **If** the property applies solely to one contract modification indicate the modification number after the contract number. For task orders and orders under basic ordering agreements, enter the contract number or BOA number followed by the order number under which the property is accountable.

BLOCK 5 - CONTRACT TYPE. Use one of the following codes:

J - Fixed-Price
O - Other
S - Cost-Reimbursement
Y - Time-and-Material
Z - Labor-Hour
9 - Task Order Contracts and Orders under Basic Ordering Agreements (BOAs)

BLOCKS 6 - 8 - Self-explanatory.

BLOCKS 9a and 10a - CAGE CODE. Enter the Commercial and Government Entity code when applicable.

BLOCKS 9b-d, 10b-d, and 11a-13 - Self-explanatory.

BLOCK 14 - ITEM DESCRIPTION. Describe each item in sufficient detail to permit the Government to determine its appropriate disposition. Scrap may be described as a lot including metal content, estimated weight and estimated acquisition cost. For all other property, provide the information required by FAR 52.245 - 1 (f)(1)(iii). List the national stock number (NSN) first. For the following, also provide:

Special tooling and special test equipment. Identify each part number with which the item is used.
Computers, components thereof, peripheral and related equipment. The manufacturer's name, model and serial number, and date manufactured.
Work in process. The estimated percentage of completion.
Precious metals. The metal type and estimated weight.
Hazardous material or property contaminated with hazardous material. The type of hazardous material.

Metals in mill product form. The form, shape, treatments, hardness, temper, specification (commercial or Government), and dimensions (thickness, width, and length).

BLOCK 15 - GOVERNMENT FURNISHED/CONTRACTOR ACQUIRED. Per line item, enter one of the following:

GF - Government furnished
CA - Contractor acquired

BLOCK 16 - DML CODE. ***(Demilitarization code).*** **If** applicable, enter the code specified in DoD 4160.21-M-1.

BLOCK 17 - PROPERTY CLASSIFICATION. Use one of the following classifications for each line item:

EQ - Equipment
M - Material
STE - Special test equipment
ST - Special tooling

In addition, when applicable, list one of the following sub classifications for each line item below the property classification:

COM - Computers, peripherals, etc.
AAE - Arms, ammunition and explosives
PM - Precious metals
HAZ - Hazardous materials
ME - Metals in mill product form
WIP - Work in process
CL - Classified

BLOCK 18 - Self-Explanatory.

BLOCK 19 - CONDITION CODE. Assign one of the following codes to each item:

Code 1. Property which is in new condition or unused condition and can be used immediately without modifications or repairs.

Code 4. Property which shows some wear, but can be used without significant repair.

Code 7. Property which is unusable in its current condition but can be economically repaired.

Code X. Property which has value in excess of its basic material content, but repair or rehabilitation is impractical and/or uneconomical.

Code S. Property has no value except for its basic material content.

BLOCKS 20 - 22 - Self-explanatory.

BLOCK 23 - CONTRACTOR'S OFFER. The Contractor's offer to purchase the item if it survives screening.

Laboratory Training and Assistance Application

Laboratory training and assistance awards for Public Health Emergency Preparedness (PHEP) must be submitted to CDPH Emergency Preparedness Office (EPO) by **May 20, 2022** via email to LHBTProg@cdph.ca.gov cc: katya.ledin@cdph.ca.gov and CAPHLD.documents@gmail.com. EPO, in conjunction with the California Association of Public Health Laboratory Directors Executive Committee (CAPHLD EC) and the Office of the State Public Health Laboratory Director (OSPHLD) shall process all received applications. The CAPHLD EC recommendations for funding will be made to EPO who administer the agreement and funding for this award.

There is $406,500 available in laboratory (lab) training awards to Local Health Department (LHD) Reference and Sentinel Labs for training of Public Health Microbiologists (PHM). Refer to Funding Guidance for a list of labs. The funding available breaks down as follows:

- Lab Training Funds of $30,000 each, only 12 available
- Lab Training Assistance of $15,500 each, only 3 available

Lab Training Funds

This funding is in support of PHM trainees and limited training supplies. The application criteria are:

- Each LHD lab's trainee applicant must be approved by CDPH Laboratory Field Services (LFS)
- The applicant LHD lab must be approved by CDPH LFS for PHM training, and
- The LHD lab providing the PHM training and applying for the funds must provide a training schedule that is within the Federal budgeting cycle of July 1, 2022 to June 30, 2023.

Applying

To apply for the Lab Training Funds complete and submit the documents below to the Emergency Preparedness Office (EPO) via email to LHBTProg@cdph.ca.gov cc: katya.ledin@cdph.ca.gov and CAPHLD.documents@gmail.com.

The email must contain the following:

Email Subject: *County Name* FY22-23 PHEP Application – Lab Training & Assistance

Attachments:

1. Letter to EPO – see page 3, complete highlighted text
2. Current Public Health Microbiologist Trainee certificate/license, or LFS Trainee Support Letter – see example page 4, LFS completes

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

3. Training Schedule – LHD document

Awards

Notification of Lab Training funds award approval will be sent to the LHD and LHD Lab. If the number of applications exceeds the number of awards, CAPHLD EC will make a recommendation to EPO based on the number of funds requested, lab needs, participation in training with other approved labs and history of successful training.

Lab Training Assistance

This funding is to assist with PHM training and may be used to backfill local staff released for training PHM or to hire experts to do PHM training and for materials and supplies needed for PHM training. The application criteria are:

- The applicant LHD lab must have at least one PHM Lab Training funds applicant,
- The applicant LHD lab must be approved by CDPH LFS for PHM training,
- The applicant LHD lab must have an agreement with at least two other approved labs to participate jointly in PHM training,
- The applicant LHD lab must submit the attached lab PHM Lab Training Funds application.

Applying

To apply for Lab Training Assistance the LHD lab must be applying for Lab Training funds and complete and submit the documents below to the Emergency Preparedness Office (EPO) via email to LHBTProg@cdph.ca.gov cc: katya.ledin@cdph.ca.gov, and CAPHLD.documents@gmail.com.

The email must contain the following:

Email Subject: *County Name* FY 22-23 PHEP Application – Lab Training & Assistance

Attachments:

1. Complete steps 1 - 3 of the Lab Training Funds application
2. Two Support Letters (minimum) – see example page 5, complete highlighted text

Awards

Notification of Lab Training Assistance award approval will be sent to the LHD and LHD Lab. If the number of applications exceeds the number of awards, CAPHLD EC will make a recommendation to EPO based on the number of funds requested, lab needs, participation in training with other approved labs and history of successful training.

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Applicant LHD Letter Head

Date

Department of Public Health
Emergency Preparedness Office
Attention: Local Emergency Preparedness Section
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377

RE: APPLICATION FOR LABORATORY TRAINING FUNDS

This is our formal request for one laboratory training grant award in the amount of $30,000 for a Public Health Microbiologist trainee. The name of the trainee is trainee First & Last name; who is qualified and interested in the position.

The training will be conducted in the LHD Name LHD Public Health Laboratory from Month Date, Year to Month Date, Year.

Enclosed with this letter is the Laboratory Field Services (LFS) approval letter or current Public Health Microbiologist Trainee (PMT) certificate/license for our proposed trainee, and a tentative training schedule is attached with this application.

Sincerely,

First & Last Name
Title (Laboratory Manager/Director, Assistant Director or Bioterrorism Coordinator
LHD Name LHD Department of Public Health
Address 1
Address 2
City, State Zip

encl.

Cc:
LHD Emergency Preparedness Coordinator(s)
LHD Health Officer (optional)

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

EXAMPLE
Will be on CDPH Letter Head

Date

Trainee First & Last Name
Trainee Address 1
Trainee Address 2
Trainee City, State Zip

RE: PUBLIC HEALTH MICROBIOLOGIST TRAINEE SUPPORT LETTER
FROM: LABORATORY FIELD SERVICES

☐ You have been approved as a Public Health Microbiologist Trainee.

☐ You will need 26 weeks of training in an approved public health training laboratory.

☐ You may qualify for some reduction of the 26 weeks training period based upon your clinical laboratory experience when verified. Specific evaluation of your experienced will be made if you are being considered for an appointment to a training program.

☐ You should make copies of this letter and forward a copy, along with a cover letter and your resume, to the approved public health training laboratories where you may wish to apply for a trainee position.

☐ Before we can approve your application to take the certification examination, it must be determined that your experience is at least equivalent to the required training for admission to this examination. We will be contacting your current and former employers to ascertain the nature and extent of your laboratory experience.

☐ You have been approved to take the state examination for certification as a Public Health Microbiologist.

☐ You have been issued a temporary certificate. It is valid until the date of expiration which appears on the certificates upper left corner or until the results of the examination are known.

☐ The temporary certification becomes in valid should you fail the examination.

☐ The next scheduled state examination for certification as a Public Health Microbiologist will be held as listed in the enclosed schedule.

☐ Enclosures.

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

SAMPLE
Support LHD(s) Letter Head

Date

Department of Public Health
Emergency Preparedness Office
Attention: Local Emergency Preparedness Section
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377

RE: SUPPORT LETTER FOR LABORATORY TRAINING ASSISTANCE

This letter is our formal support of the Applying LHD Name LHD Public Health Laboratory's Public Health Microbiologist training. Applying LHD Name LHD Public Health Laboratory is one of the laboratories involved in the joint training and has a dedicated history of training microbiologists. We continue to support the Public Health Microbiologist (PHM) training programs of our partners which play an important role in alleviating the shortage of PHMs in the State of California. This training helps maintain staff competency and laboratory capabilities and keep up with advances in the field of public health microbiology.

Sincerely,

First & Last Name
Title (Laboratory Manager/Director, Assistant Director or Bioterrorism Coordinator)
LHD Name LHD Department of Public Health
Address 1
Address 2
City, State Zip

Attachment: 22-10659 Mariposa County Exhibit D (RES-2022-703 : Approve Agreement with California Department of Public Health (CDPH))

Exhibit E
Additional Provisions

1. Cancellation / Termination

A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.

B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:

1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.

2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.

3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.

H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

Attachment: 22-10659 Mariposa County Exhibit E Additional Provisions (RES-2022-703 : Approve Agreement with California Department of

Exhibit E
Additional Provisions

1) Place no further order or subgrants for materials, services, or facilities.

2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.

4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.

I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.

2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

Attachment: 22-10659 Mariposa County Exhibit E Additional Provisions (RES-2022-703 : Approve Agreement with California Department of

Exhibit E
Additional Provisions

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

3. Dispute Resolution Process

A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.

1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.

2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

Attachment: 22-10659 Mariposa County Exhibit E Additional Provisions (RES-2022-703 : Approve Agreement with California Department of

Exhibit E
Additional Provisions

C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.

E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

Attachment: 22-10659 Mariposa County Exhibit E Additional Provisions (RES-2022-703 : Approve Agreement with California Department of

Exhibit F
Federal Terms and Conditions

(For Federally Funded Grant Agreements)

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Human Subjects Use Requirments
8. Audit and Record Retention
9. Federal Requirements

Attachment: 22-10659 Mariposa County Exhibit F Federal Terms and Conditions (RES-2022-703 : Approve Agreement with California

1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment

Attachment: 22-10659 Mariposa County Exhibit F Federal Terms and Conditions (RES-2022-703 : Approve Agreement with California

without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subgrantee or vendor. The Grantee will take such action with

Attachment: 22-10659 Mariposa County Exhibit F Federal Terms and Conditions (RES-2022-703 : Approve Agreement with California

respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

Attachment: 22-10659 Mariposa County Exhibit F Federal Terms and Conditions (RES-2022-703 : Approve Agreement with California

e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in

Attachment: 22-10659 Mariposa County Exhibit F Federal Terms and Conditions (RES-2022-703 : Approve Agreement with California

Paragraph a(1) of this provision a grant or subgrant exceeding $100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. **Additional Restrictions**

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.
(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

Attachment: 22-10659 Mariposa County Exhibit F Federal Terms and Conditions (RES-2022-703 : Approve Agreement with California

7. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subgrantee/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Grantee agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

8. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Grantee shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Grantee agrees that CDPH, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

d. The Grantee shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

   (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

   (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

Attachment: 22-10659 Mariposa County Exhibit F Federal Terms and Conditions (RES-2022-703 : Approve Agreement with California

f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electoronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

9. Federal Requirements

Grantee agrees to comply with and shall require all subgrantee's, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

Attachment: 22-10659 Mariposa County Exhibit F Federal Terms and Conditions (RES-2022-703 : Approve Agreement with California

Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Mariposa County	Joe Lynch
Name of Grantee	Printed Name of Person Signing for Grantee
22-10659	
Contract / Grant Number	Signature of Person Signing for Grantee
11/29/22	Director of Health & Human Services Agency
Date	Title

After execution by or on behalf of Grantee, please return to:

Attachment: 22-10659 Mariposa County Exhibit F Federal Terms and Conditions (RES-2022-703 : Approve Agreement with California

California Department of Public Health
Program
P.O. Box 997377, MS XXX
Sacramento, CA 95899-XXXX

CDPH reserves the right to notifiy the Grantee in writing of an alternate submission address.

Attachment: 22-10659 Mariposa County Exhibit F Federal Terms and Conditions (RES-2022-703 : Approve Agreement with California

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 13520348-0046
(See reverse for public burden disclosure)

NA

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[ ] a. bid/offer/application b. initial award c. post-award	[ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier ___, if known:	
6. Federal Department/Agency	7. Federal Program Name/Description:
8. Federal Action Number, if known:	9. Award Amount, if known:
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No.: Date:

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

Attachment: 22-10659 Mariposa County Exhibit F Federal Terms and Conditions (RES-2022-703 : Approve Agreement with California

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

Attachment: 22-10659 Mariposa County Exhibit F Federal Terms and Conditions (RES-2022-703 : Approve Agreement with California

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Attachment: 22-10659 Mariposa County Exhibit F Federal Terms and Conditions (RES-2022-703 : Approve Agreement with California

MARIPOSA COUNTY

Administration · 966-3222

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Discussion and Direction Regarding Oak Fire Recovery

RECOMMENDATION AND JUSTIFICATION:
Discussion and Direction regarding Oak Fire Recovery.

The Board directed staff to create a standing item to allow for the sharing of information regarding Oak Fire Recovery.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire. 127 homes and 66 outbuildings were destroyed.

On July 22nd, 2022, the County Health Officer declared a local health emergency under California Health and Safety Code Section 101080.

On July 23, 2022, Mariposa County received notification of the approval of a Federal Fire Management Assistance Grant (FMAG) to aid with the Oak Fire. Additionally, Gavin Newsom, Governor of the State of California, also proclaimed, on July 23, 2022, a state of emergency in Mariposa County due to the Oak.

On July 23rd, 2022, 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 July 26, 2022, the Board of Supervisors adopted Resolution 22-435 ratifying a Proclamation of the existence of a local emergency and ratifying a Proclamation of the existence of a local health emergency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not have discussion and direction and miss the opportunity to address the ongoing recovery from the Oak fire.

RESULT: INFORMATION RECEIVED

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-14

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Budget Action Recognizing Unanticipated Revenue in Fund 6610 - Airport. ($82,000)

RECOMMENDATION AND JUSTIFICATION:

Approve Budget Action Recognizing Unanticipated Revenue and Increasing Revenue and Expense in the Airport Budget from State fuel flowage fees for Cal Fire helicopters during the Oak Fire ($82,000).

The Mariposa/Yosemite Airport received $82,000 owed by the State from fuel flowage fees for Cal Fire helicopters staged at the airport during the Oak Fire.

Increasing revenue and expense provides a pathway for the airport fund to pay the FBO (Airbornne Aviation) for their portion of the fuel flowage fee per their agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

It is a matter of routine for the Board to recognize unanticipated revenue and to increase revenue and expense by the amount of the revenue received.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action would require determining another means of providing payment of $40,000 to the FBO.

FINANCIAL IMPACT:
After payment to Airborrne Aviation for their share of $82,000, the county budget increases by $42,000.

ATTACHMENTS:
Budget Action - FY22-23 Fund 6610 Airport Revenue - Oak Fire (PDF)

RESULT: WITHDRAWN AND RESCHEDULED Next: 12/20/2022 9:00 AM

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
6610	303	48185	Gas Sales		($82,000)	
6610	303	60201	Miscellaneous Expense		$82,000	
TRANSFER BETWEEN FUNDS						
				TOTALS	$0	$0

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or appropriating Reserve for Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit.

JUSTIFICATION: Recognize unanticipated revenue; increase expense

DEPT HEAD SIGNATURE _____ DATE: 11/28/22

APPROVED BY RES NO. _____ CLERK _____ DATE _____

6610 Airport

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: Budget Action - FY22-23 Fund 6610 Airport Revenue - Oak Fire (RES-2023-14 : Approve Budget Action Recognizing Unanticipated

MARIPOSA COUNTY

Administration · 966-3222

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - Planning Director Interviews

[ ] **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: 1

[ ] **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:_____

[X] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
Planning Director

[ ] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review:_____ (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property:_____
Agency negotiator: _____
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Agenda Item - No Resolution Requested

RESULT: CLOSED SESSION HELD

MARIPOSA COUNTY

County Counsel · (209) 966-3222

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Closed Session - Workers' Compensation Matter

[X] **CONFERENCE WITH LEGAL COUNSEL**:

[X] **Existing Litigation:** Lora Bellefeuille v. County of Mariposa
WCAB No.: ADJ10265931

[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[ ] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
_____

[ ] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review:_____ (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property:_____
Agency negotiator: _____
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Agenda Item - No Resolution Requested

RESULT: **CLOSED SESSION HELD**

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2022-704

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Land Conservation Act Application No. 2022-174

RECOMMENDATION AND JUSTIFICATION:
PUBLIC HEARING: Adopt a Resolution Approving Land Conservation Act (LCA) Contract Application No. 2022-174 and Zoning Amendment Application No. 2022-175 with a General Plan Land Use Reclassification. APNs 001-030-038, 001-030-039,001-030-042. Ollimac Land and Cattle LP, Owner/Applicant, Robert Morelli, Agent.

This action is recommended by the Planning Commission and Agricultural Advisory Committee.

Please see the attached staff report for additional information.

The Staff Report attached to this item is prepared for two MinuteTraq Items (MT Item 13565 for adoption of a resolution and MT Item 13569 for waiver of the first reading and introduction of an ordinance).

BACKGROUND AND HISTORY OF BOARD ACTIONS:
No previous history.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action would result in no contract.

FINANCIAL IMPACT:
None

ATTACHMENTS:
Staff Report (PDF)
Attachment A. Resolution (PDF)
Attachment B. Vicinity Map (PDF)
Attachment C. Applications (PDF)
Attachment D. Current Zoning Map (PDF)
Attachment E. Proposed Zoning Map (PDF)
Attachment F. NOE (PDF)
Powerpoint Presentation (PDF)

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

MARIPOSA PLANNING STAFF REPORT

From: Steve Engfer, Interim Planning Director
Prepared By: Kaitlyn Casner, Planner III
Board of Supervisors Meeting Date: December 13, 2022

PROJECT: **Zoning Amendment Application No. 2022-175 and Land Conservation Act (LCA) Application No. 2022-174** proposes rezoning three parcels (currently zoned Mountain Home and Mountain General) to Agricultural Exclusive Zone for a new three parcel Land Conservation (Williamson) Act contract totaling 343.36 +/- acres.

LOCATION: The project is located at 4286 Penon Blanco Rd., Coulterville

ASSESOR'S PARCEL NUMBERS:
001-030-038 (65.89 acres +/-)
001-030-039 (88.49 Acres +/-)
001-030-042 (188.98 acres +/-)

APPLICANT/ OWNER: **Ollimac Land & Cattle Limited Partnership**

AGENT: **Robert Morelli**

GENERAL PLAN LAND USE: Residential

ZONING:
APN 001-030-038 – Mountain General
APN 001-030-039 – Mountain Home
APN 001-030-042 – Split zoned – Mountain Home & Mountain General

NOTICING:

Gazette Ad:	November 3, 2022
Mailed Notice:	October 28, 2022
Posted Notice:	October 28, 2022

PROCESS:
1. Agricultural Advisory Committee consideration and recommendation to the Planning Commission(Recommended approval on October 20th, 2022).
2. Planning Commission consideration and recommendation to the Board of Supervisors.(Recommended approval on November 18th, 2022)
3. Board of Supervisors consideration and approval.(Current Step)

ACTION: **T**he Planning Commission recommends the Board of Supervisors adopt a resolution approving Zoning Amendment No. 2022-175 and Land Conservation Act No. 2022-174 and Land Use Reclassification with findings, including a finding that the projects are exempt from environmental review.

Attachment: Staff Report (RES-2022-704 : Land Conservation Act Application No. 2022-174)

Project Description

Land Conservation Act Contract - The property owner requests a new LCA Contract for Assessor Parcel Numbers (APNs) 001-030-038, 001-030-039 & 001-030-042. The total acreage of the LCA contract would be 343.36 +/- acres, which exceeds the minimum size requirement of 160 acres for rangeland/ pasture for livestock production or forage pursuant to Board of Supervisors Resolution 10-150 (Mariposa County Rules of Procedure to Implement the California LCA of 1965).

The site is developed with improvements to support the use of range and forage for livestock (cattle) including fences, barn and corral areas as well as a residence (on APN 001-030-0420). The site has been used for cattle grazing and will continue to be used for cattle grazing in the future.

Zoning Amendment – The project parcels current zoning is Mountain Home Zone (MHZ) and Mountain General Zone (MGZ) in the Residential land use (General Plan).

Mariposa County's Rules of Procedure to Implement the California Land Conservation Act of 1965 (Board of Supervisors Resolution 10-150), Section III Land Conservation Act Contracts, C. 2. "Zoning Restrictions", requires lands under contract to be in Agriculture Exclusive Zone (AEZ). This project includes a request to amend the zoning from the MHZ and MGZ to the AEZ in order to meet the requirement. (Attachment D. Zoning Amendment Plan)

Land Use Reclassification - The site's current General Plan land use classification is Residential. Although the AEZ is listed as a compatible zoning district in the Residential Land Use classification, in order to implement the Mariposa County General Plan's intent based on the established purpose of the Residential Land Use Classification, staff recommends the reclassification of the land use to Agricultural/Working Landscape classification. The purpose of the Agricultural/Working Landscape land use is consistent with the purpose of the Land Conservation Act of 1965 and the requirements of Mariposa County Resolution No. 10-150. Because Land Conservation Act contracts have a 20-year term, during the life of the contract the contracted parcels will have limited residential development potential. Additionally, the subject parcels are adjacent to larger parcels, used for agricultural purposes. Parcels to the west of the subject parcels are Land Conservation Act contracted parcels and parcels to the east of the subject parcels are within the Agricultural/Working Landscape land use classification.

General Plan Consistency Issues -

The density standard for mountain home zone is one dwelling unit per five acres. The density standard for Mountain General is two dwellings per 40 acres or a legal quarter-quarter section. Based on these density standards, the maximum development potential for the project site would be 103 dwelling units (47 primary dwelling units for the Mountain Home Zone, 47 secondary units for the Mountain Home Zone, 6 primary units for the Mountain General and 3 secondary units for the Mountain General Zone). The density standard for the Agricultural Exclusive zone is two dwellings per one hundred sixty acres or a legal quarter

Attachment: Staff Report (RES-2022-704 : Land Conservation Act Application No. 2022-174)

section. The maximum density for the 343.36+/- acres that is proposed to be rezoned from Mountain Home and Mountain General to Agricultural Exclusive would be 6 units.

The Housing Element of the Mariposa General Plan addresses Mariposa County's requirement to provide its share of the Regional Housing Needs Allocation (RHNA) as calculated by the State Housing Community Development Department (HCD). The Housing Element states that Mariposa County must accommodate 195 additional housing units countywide between December 31, 2018 and August 31, 2024, or 39 dwelling units per year. There is sufficient residential land available in the community of Mariposa to help meet the five-year RHNA mandate. The removal of 343.36+/- acres of residential land as proposed by this project, which would remove land that could accommodate 103 single-family units would not cause a failure by Mariposa County to meet its state mandate. This is based on there being 364 parcels within the areas of Coulterville, Fish Camp, Mariposa and Wawona areas that have the potential of a total of 10,032 dwelling units, per Table 8.4-2 Land Suitable for Residential Developed Housing Unit Development Potential of the Housing Element.

Agricultural Preserve Size and Use

Staff provides review comments pursuant to Mariposa County Resolution No. 10-150 (effective policies).

Minimum Size -- The total acreage of the LCA contracted lands of 343.36 acres exceeds the requirements of 160 acres minimum size (grazing use) for the LCA contract and is therefore, consistent with the minimum size requirement of Mariposa County's Rules of Procedure to Implement the California LCA of 1965 for rangeland and pasture for livestock production and forage of 160 acres or greater (BOS Resolution 2010-150).

Multiple Parcels/ Merging of Parcels – Mariposa County Policy states that a LCA application involving multiple contiguous legal parcels that are less than the minimum size necessary shall either require merger (prior to contract execution) or the LCA contract shall include an express provision that prohibits the sale of the parcels individually during the term of the LCA Contract. This application is proposing to place a total of three (3) parcels under one (1) LCA contract. A provision prohibiting the sale of parcels individually during the term of the contract will be included which encumber the three parcels because individually, APNs 001-030-038 and 001-030-039 do not meet the minimum of 160 acres for an LCA contract pursuant to the Board of Supervisors Resolution 10-150. The provision shall read as follows: "APNs 001-030-038, 001-030-039 and 001-030-042 as described in Exhibit A, shall be managed together for the life of the contract. The sale of any of these parcels separately is prohibited and will be in direct violation of the contract."

Agricultural Use -- In order to qualify for inclusion in an agricultural preserve and contract, Mariposa County Policy requires that evidence be submitted that shows that the parcel has been used for agricultural purposes for three years and the agricultural use is and has been used for the purpose of producing an agricultural commodity for commercial uses.

The application included the County Agricultural Preserve Questionnaire which reports that cattle grazing uses occurred over the last 3 years on the subject parcel and that cattle grazing will continue on the parcel in the future.

Attachment: Staff Report (RES-2022-704 : Land Conservation Act Application No. 2022-174)

Biennial Report -- Mariposa County Policy requires the filing of a biennial report on odd numbered years. A biennial review report filing will be required for all future reporting years while under contract.

California Land Conservation (Williamson) Act

The California Land Conservation Act or Williamson Act was passed to preserve agricultural and open space lands by discouraging premature and unnecessary conversion to urban uses. Private landowners voluntarily restrict their land to agricultural uses under a 20-year rolling term contract with Mariposa County. In return, restricted parcels are assessed for property tax purposes at a significantly reduced rate (approximately 75% less) rather than at their potential market value. Because the contracts are "rolling terms", there are always 20 years remaining in a contract (unless the contract is non-renewed).

The purpose of the Williamson Act includes the following:

- Preservation of the maximum amount of the limited supply of agricultural land is necessary.
- Discouragement of premature and unnecessary conversion of agricultural land to urban uses is in the public interest and is a benefit to the state.
- Agricultural lands have important and valuable open space aspects in an urbanizing society and should be kept in production.

Procedural Requirements

California Environmental Quality Act (CEQA):

In order to approve a project, including this project, a CEQA or environmental determination must be made by the lead agency (the government agency which has action authority over the permit). The Land Conservation Act contract is exempt from CEQA pursuant to: CEQA Guidelines, Class 17; Section 15317, Open Space Contracts or Easements. The rezoning is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2), (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and CEQA Guidelines Section 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

Fish & Wildlife Fees:

Because the projects are exempt from environmental review, the Department of Fish and Wildlife Fees for the filing of a Negative Declaration does not apply to the projects. Filing the Notice of Exemption is optional for the applicants. If filed, a County administrative filing fee of $50.00 for each notice will be required. One notice of Exemption can be used for the applications.

Attachment: Staff Report (RES-2022-704 : Land Conservation Act Application No. 2022-174)

Agricultural Advisory Committee:

Pursuant to Section 2.110.060.C, County Code, the Agricultural Advisory Committee:

"shall provide comment, recommendation, and advice to the Planning Commission, Board of Supervisors and its personnel on the following matters: …C. Review and provide recommendations on applications for new Williamson Act (Land Conservation Act) contracts, applications for cancellation of Williamson Act (Land Conservation Act) contracts, and non-renewal of Williamson Act (Land Conservation Act) contracts…"

The applications were reviewed by the Agricultural Advisory Committee (AAC) at their meeting on October 20, 2022. The AAC recommended the Planning Commission adopt a resolution recommending the Board of Supervisors adopt a resolution approving Zoning Amendment No. 2022-175 and Land Conservation Act No. 2022-174 with findings, including a finding that the projects are exempt from environmental review.

The Board of Supervisors will consider the Planning Commission recommendation and take action on the project. The Board of Supervisors is the final approval authority for the Land Conservation Act Contract, rezoning and reclassification of land use.

Department of Conservation:

The Department of Conservation is a State Agency which performs primarily educational and resource functions to the local agencies which are empowered to interpret and implement the California Land Conservation Act in their jurisdictions.

No Comments from the Department of Conservation were received; however, standard procedure is that the LCA contract be sent to them upon completion.

Agency Comments: Planning requested comments on the applications from the Mariposa County Public Works Department, Agricultural Commissioner Department, Assessor Department, Sheriff's Department, Mariposa County Fire Department, CAL FIRE, California Department of Fish and Wildlife agency, Mariposa County Resource Conservation District, Mariposa County Unified School District, the Southern Sierra Miwuk Nation and the Mariposa County Health and Human Services Agency – Environmental Health Unit (EHU). No agency comments have been received for the projects. If comments are received prior to the Board of Supervisors hearing, then copies will be provided to the Board.

Public Comments: No public comment has been received at the time of production of this staff report.

Attachment: Staff Report (RES-2022-704 : Land Conservation Act Application No. 2022-174)

Options: The Board of Supervisors may recommend approval or modification of any of the proposed actions. In addition, the Board can amend the environmental determination.

Recommended Project Findings and Conditions are as shown in the attached Board of Supervisors Resolution.

ATTACHMENTS:

A. Draft Board of Supervisors Resolution
B. Vicinity Map
C. Applications
D. Current Zoning Map
E. Proposed Zoning Map
F. Notice of Exemption

Attachment: Staff Report (RES-2022-704 : Land Conservation Act Application No. 2022-174)

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No.

A resolution approving Land Conservation Act Contract Application No. 2022-174 and Zoning Amendment Application No. 2022-175 with a General Plan Land Use reclassification; APNs 001-030-038, 001-030-039, 001-030-042; Ollimac Land & Cattle LP, owner/applicant; Robert Morelli, agent.

WHEREAS, an application for a Land Conservation Act Contract and Zoning Amendment was received on the 11th day of August, 2022, from Ollimac Land & Cattle LP for property located at 4286 Penon Blanco in Coulterville, also known as Assessor Parcel Numbers 001-030-038, 001-030-039, 001-030-042; and

WHEREAS, the property has been used for agricultural purposes for a minimum of three years; and

WHEREAS, the Planning Department circulated the application among trustee and responsible agencies, interested public organizations, and others as appropriate; and

WHEREAS, a project review was scheduled for the duly noticed Agricultural Advisory Committee meeting of 20th day of October, 2022; and

WHEREAS, a Staff Report and environmental determination were prepared pursuant to the California Government Code, Mariposa County Code, California Environmental Quality Act, and local administrative procedures; and

WHEREAS, the Agricultural Advisory Committee did hold their meeting on the noticed date and considered all of the information in the public record, including the Staff Report, and their own knowledge of county-wide agricultural operations; and

WHEREAS, the Agricultural Advisory Committee recommended that the Planning Commission recommend that the Board of Supervisors approve the Agricultural Preserve on the subject property and enter into a Land Conservation Act Contract with the applicant, covering the subject property; and

Attachment: Attachment A. Resolution (RES-2022-704 : Land Conservation Act Application No. 2022-174)

WHEREAS, staff determined that a change in the General Plan Land Use Classification was also necessary to ensure consistency of the project with the Mariposa County General Plan; and

WHEREAS, a duly noticed Planning Commission public hearing for the project was scheduled for the 18th day of November, 2022; and

WHEREAS, the Planning Department determined that the establishment of a new agricultural preserve and execution of new Land Conservation Act Contracts on the properties is an action that is categorically exempt from the provisions of the California Environmental Quality Act; and

WHEREAS, the Planning Commission did hold a public hearing on the noticed date and considered all of the information in the public record, including the Staff Report, testimony presented by the public concerning the application, and the comments of the applicant.

WHEREAS, the Planning Commission adopted Resolution 2022-012 recommending that the Board of Supervisors approve the applications and find the projects are exempt from environmental review pursuant to the CEQA and file a Notice of Exemption; and

WHEREAS, a duly noticed Board of Supervisors public hearing for the project was scheduled for the 13th of December, 2022; and

WHEREAS, the Board of Supervisors did hold a public hearing on the noticed date and considered all of the information in the public record, including the Staff Report, testimony presented by the public concerning the application, and the Planning Commission's recommendations.

NOW THEREFORE, BE IT RESOLVED THAT that the Board of Supervisors of Mariposa County find the project is exempt from the California Environmental Quality Act.

BE IT THEREFORE FURTHER RESOLVED THAT the Board of Supervisors of Mariposa County approve Land Conservation Act Contract Application No. 2022-174 and establish an Agricultural Preserve on the subject properties and enter into one Land Conservation Act Contract with the applicant, covering the subject property as requested by the application.

BE IT THEREFORE FURTHER RESOLVED THAT the Board of Supervisors of Mariposa County approve Zoning Amendment Application No. 2022-175 covering the subject property as requested by the application; and

Attachment: Attachment A. Resolution (RES-2022-704 : Land Conservation Act Application No. 2022-174)

BE IT THEREFORE FURTHER RESOLVED THAT the Board of Supervisors of Mariposa County approve a change in the General Plan Land Use of the project site, to ensure General Plan consistency; and

BE IT THEREFORE FINALLY RESOLVED THAT this action is recommended based upon the findings set forth in Exhibit 1 and the conditions/steps established in Exhibit 2.

ON MOTION BY Supervisor , seconded by Supervisor , this resolution is duly passed and adopted the 13th Day of December, 2022 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attest:

_____
Danielle Bondshu
Clerk of the Board of Supervisors

Approved as to Form:

_____
Steven W. Dahlem
County Counsel

Attachment: Attachment A. Resolution (RES-2022-704 : Land Conservation Act Application No. 2022-174)

EXHIBIT 1
RECOMMENDED FINDINGS OF APPROVAL
FOR
Land Conservation Act No. 2022-0174 & Zoning Amendment No. 2022-175

Land Conservation Act Contract:

This project is reviewed in accordance with Mariposa County Resolution No. 10-150 implementing the Land Conservation Act in Mariposa County and California Government Code Section 51257 (Williamson Act Law). The following findings are made:

1. **FINDING:** The project is found to support, accomplish, or have no effect on the goals, policies, and standards of the General Plan as a whole and will not obstruct the achievement of the Plan's purpose.

   The Land Conservation Act promotes the preservation and development of agricultural lands, as encouraged by the Agricultural Element and its emphasis on preserving agricultural lands (Section 10.1.01 of The General Plan) and maintaining the rural character of the county (Section 10.1.04 of The General Plan). The Conservation and Open Space Element confirms the importance of maintaining the open space nature of the county. This project will result in the execution of a Land Conservation Act contract, which is a 20-year commitment to agriculture and open space uses for the site. The preserve is consistent with the General Plan. The current and past use of the property is for agricultural purposes. This finding is made in accordance with Section 51234 of Government Code.

2. **FINDING**: The contract will continue to meet the minimum size (160 acres) established by the Board of Supervisors for an agricultural preserve because approval of the requested Land Conservation Act contracted lands would be 343.36 +/- acres. The use of this property is for cattle grazing, or other Agricultural Production Uses or Compatible Uses as specified in the contract.

3. **FINDING**: The contract will be large enough to sustain a commercial agricultural use (dryland grazing). Objective evidence has been submitted that the properties have been used for grazing.

4. **FINDING**: The increase in total contracted acreage is not likely to result in the removal of adjacent land from agricultural use. There is no evidence to support a finding that this modification will have any effect on adjacent agricultural uses.

Attachment: Attachment A. Resolution (RES-2022-704 : Land Conservation Act Application No. 2022-174)

5. **FINDING**: The approval of the Land Conservation Act Contract is based upon review of the project specific and site-specific details of this case, as well as the needs of the applicants.

6. **FINDING**: This project is Categorically Exempt based on the following: California Environmental Quality Act Guidelines, Class 17; Section 15317, Open Space Contracts or Easements.

General Plan and Zoning Amendment Findings:

1. **FINDING:** The amendment is in the general public interest and will not have a significant adverse effect on the general public health, safety, peace, and welfare.

   The proposed zone change of the 343.36 +/- acres is required for zoning conformance per the Mariposa County's Rules of Procedure to Implement the California Land Conservation Act of 1965 (Board of Supervisors Resolution 10-150), Section III Land Conservation Act Contracts, C. 2. "Zoning Restrictions", that requires lands under contract to be in Agriculture Exclusive Zone. The public will benefit by the appropriate zone (Agriculture Exclusive) being applied to the site to support the Land Conservation Act where no physical change is proposed or required, and therefore, no potential adverse effects on the general public health, safety peace and welfare will result.

2. **FINDING:** The amendment is desirable for the purpose of improving the Mariposa County General Plan with respect to providing a long-term guide for county development and a short-term basis for day-to-day decision making.

   This amendment ensures that the uses and activities and are conforming to the zone. Although the Agriculture Exclusive zone is listed as being consistent with the applicable Residential land use classification, to remain consistent with the General Plan's purpose, goals and policies, reclassification of the current land use to Agricultural/Working Landscape is required.

3. **FINDING:** That amendment conforms to the requirements of state law and county policy.

   This project has been processed in accordance with State law. According to State law, General Plans take precedence over zoning ordinances and one of the functions of the zoning ordinance is to implement the General Plan.

   This amendment conforms to the requirements of State law and county policy by ensuring consistency between Mariposa County's Rules of Procedure to Implement the California Land Conservation Act of 1965 (Board of Supervisors

Attachment: Attachment A. Resolution (RES-2022-704 : Land Conservation Act Application No. 2022-174)

Resolution 10-150), Section III Land Conservation Act Contracts, C. 2. "Zoning Restrictions" and regulatory documents where the site zoning is required to be Agriculture Exclusive. Pursuant to review conducted the property is bona fide commercial agricultural land appropriate for the Agriculture Exclusive Zoning district. Reclassification of land use is required for the project to be consistent with the General Plan.

4. **FINDING:** The amendment is consistent with other guiding policies, goals, policies, and standards of the Mariposa County General Plan.

The amendment implements the General Plan by making the uses conforming to zoning and zoning conforming to the Mariposa County's Rules of Procedure to Implement the California Land Conservation Act of 1965 (Board of Supervisors Resolution 10-150), thereby meeting the standards within County Code titles consistent with those contained in the General Plan. Additionally, the reclassification of the land use to Agricultural/Working Landscape is required for the project to be consistent with the purpose of the Agricultural/Working Landscape land use classification, and intent of the Agricultural Element and Goal 10-6 Preserve agricultural lands to maintain County Character. The amendment is consistent with the guiding policies, goals, policies, standards and implementation measures of the General Plan.

5. **FINDING:** In the case of an amendment to the zoning classification on an individual parcel or General Plan Land Use Map.

a. the subject parcel is physically suitable (including, but not limited to access, provision of utilities and infrastructure, compatibility with adjoining land uses, and absence of physical constraints) for the requested land use designation and the anticipated land use development; and
b. the proposed zoning is logical and desirable to provide expanded employment opportunities, or basic services to the immediate residential population or touring public.

The 343.36-acre area proposed for Agriculture Exclusive Zone is physically suitable for the ongoing agricultural use as rangeland (grazing lands) for livestock. The provision of utilities and infrastructure is established at the site. The reclassification of the land use to Agricultural/Working Landscape will be compatible with adjoining land uses of Agricultural/Working Landscape and Residential.

The proposed zoning is logical as it reflects the ongoing rangeland livestock grazing uses at the site and brings the subject lands into further conformance

Attachment: Attachment A. Resolution (RES-2022-704 : Land Conservation Act Application No. 2022-174)

through the Agriculture Exclusive zone which provisions support the agricultural activities as a permitted use. The proposed land use classification

is logical as the subject parcels are within an area in which most of the surrounding parcels are currently being used or have historically been used for agricultural purposes.

6. **FINDING**: This project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15060(c)(2), (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and California Environmental Quality Act Guidelines Section 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

The proposed zone change from the Mountain Home Zone and Mountain General Zone to the Agriculture Exclusive Zone is to conform to requirements of the Mariposa County's Rules of Procedure to Implement the California Land Conservation Act of 1965 (Board of Supervisors Resolution 10-150). No improvements are proposed or approved as a part of the project.

Attachment: Attachment A. Resolution (RES-2022-704 : Land Conservation Act Application No. 2022-174)

EXHIBIT 2

RECOMMENDED CONDITIONS/STEPS OF APPROVAL

FOR

Land Conservation Act No. 2022-174

1. **Preparation of Legal Description (APPLICANT'S RESPONSIBILTY):** Prior to recordation of the Land Conservation Act Contract, a typed, stamped, and signed copy of the approved legal description for the land that is to be placed under the new contract must be provided by the applicant to Mariposa Planning.

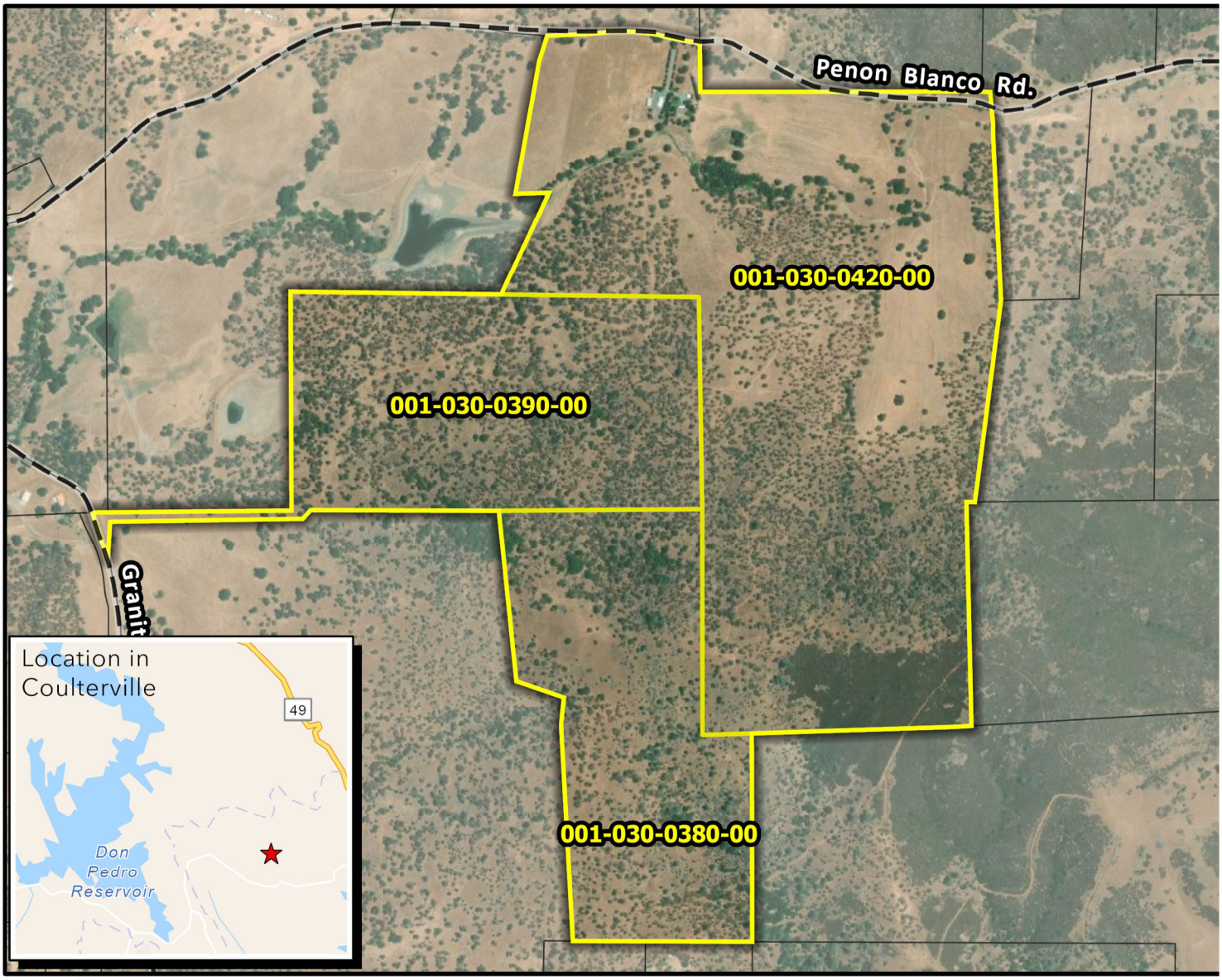
2. **Preparation of the Land Conservation Act Contract (MARIPOSA PLANNING RESPONSIBILITY):** In order to complete this project, the Land Conservation Act Contract will be prepared by Mariposa Planning. Mariposa Planning will coordinate obtaining the signature of the representative authorized by the Board of Supervisors to sign the contract. Mariposa Planning will send the original contract to the property owner(s) involved in the application. As two of the parcels do not meet the minimum of 160 acres for an LCA contract pursuant to the Board of Supervisors Resolution 10-150, a provision prohibiting the sale of parcels individually during the term of the contract will be included which encumber all three parcels. The provision shall read as follows; "APNs 001-030-038, 001-030-039 and 001-030-042 as described in Exhibit A, shall be managed together for the life of the contract. The sale of any of these parcels separately is prohibited and will be in direct violation of the contract."

3. **Signing and Notarizing the Land Conservation Act Contract (APPLICANT'S REPSPONSIBITY):** The contract must be signed by the property owner(s), and the signature(s) must be notarized.

4. **Recordation of Contract (MARIPOSA PLANNING RESPONSIBILITY):** When the contract has been signed and notarized by both parties, Mariposa Planning will record the contract. This step completes the Land Conservation Act Contract Process.

Attachment: Attachment A. Resolution (RES-2022-704 : Land Conservation Act Application No. 2022-174)

Mariposa County Planning Department
Project Vicinity Map



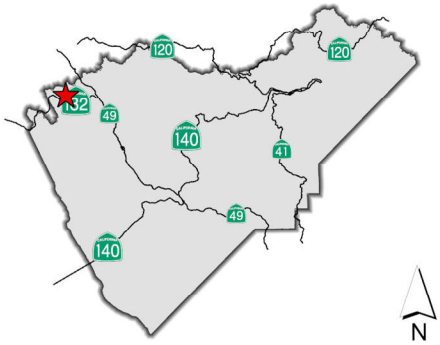
PROJECT TYPE: ZONING AMENDMENT 2022-175

APPLICANT: OLLIMAC LAND & CATTLE LP

APN: 001-030-0420-00, 001-030-0380-00, 001-030-0390-00

SITE ADDRESS: 4286 PENON BLANCO ROAD, COULTERVILLE, CALIFORNIA 95311

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet
Date: Monday, August 15, 2022
Data Source: Mariposa County Planning Department GIS;
Assessor's Parcel Map Update: 08/2021
Map Credit: BEN OGREN, Sr. GIS Specialist



Mariposa County Planning Department
PO BOX 2039 5100 Bullion Street
Mariposa, California 95338-2039
209.966.5151 FAX 209.742.5024
mariposaplanning@mariposacounty.org
http://www.mariposacounty.org/planning

Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.

Attachment: Attachment B. Vicinity Map (RES-2022-704 : Land Conservation Act Application No. 2022-174)

220401

LAND CONSERVATION ACT (WILLIAMSON ACT) CONTRACT APPLICATION

Mariposa County Planning Department
5100 Bullion Street, P.O. Box 2039
Mariposa, CA 95338
Telephone (209) 966-5151 FAX (209) 742-5024
www.mariposacounty.org planningdept@mariposacounty.org

RECEIVED
AUG 11 2022
Mariposa County Planning Department

FOR OFFICE USE ONLY

Date Submitted 8/11/22 Received By SJE

Fees Paid $ 62.00 Receipt No. 330343 Received By JME

Application No. 22-174 Application Complete _____

Final Action _____ Date _____

Applicant:

Name Ollimac Land & Cattle LP, a Wyoming Limited Partnership

Mailing Address P.O. Box 68
Hickman, CA 95323

Daytime Telephone (209) 678-2354

E-Mail Address ollimac@reagan.com

Agent: (if applicable)

Robert Morelli
P.O. Box 68
Hickman, CA 95323
(209) 678-2354
ollimac@reagan.com

Property Owner Name(s)*
Ollimac Land & Cattle LP, a Wyoming Limited Partnership

*If different than applicant, attach letter of authorization or other document that authorizes the applicant to submit an application on the owner's behalf. Applicant must also be a lessee, purchaser in escrow, or optionee of the subject property. If there is more than one property owner, please list the name and mailing address of all other individuals holding an interest.

Attachment: Attachment C. Applications (RES-2022-704 : Land Conservation Act Application No. 2022-174)

220401
Property Information:

Assessor's Parcel Number (APN):	Acreage:	Land Use Classification:	Zoning:
001-030-0420	188.98	Residential	MH/MG
001-030-0380	65.89	Residential	MH
001-030-0390	88.49	Residential	MH

Present use of property:
Agriculture-- Cattle Grazing

Date the property was acquired by applicant:
11/19/2020

Deed Reference Volume MCR 20204512 Page

I. Applicant requests that Agricultural Preserve of less than 100 acres be established by Mariposa County Board of Supervisors due to the following unique characteristics of the agricultural enterprise:

N/A

II. The names and addresses of the holders of First Trust deeds upon said property included in the application: (Note Trust Deed Beneficiary must sign Consent to Execute Land Conservation Contract by land owner attached to the contract.)

Assessors Parcel Number	Trust Deed Beneficiary	Mailing Address
N/A		

Attachment: Attachment C. Applications (RES-2022-704 : Land Conservation Act Application No. 2022-174)

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1: APN: 001-030-0420

A tract of land situated in a portion of Sections 35 and 36, Township 2 South, Range 15 East, M.D.B. & M., Mariposa County, State of California, said land of land also being a portion of those certain real properties described in Certificates of Compliance recorded October 19, 1993 as Instrument Nos. 93-5854 and 93-5855, in the Official Records of Mariposa County, said tract of land also being a portion of that certain real property conveyed to Vernon H. Holmes and Alice J. Holmes, and Melvin L. Thornton and Bernice K. Thornton by Corporation Grant Deed recorded January 12, 1978, in Volume 176, Page 640 of Official Records, Mariposa County Records, said tract of land being more particularly described as follows:

Beginning at the Northwest corner of the Southeast quarter of the Northeast quarter of said Section 35, as said Section 35 is delineated on that certain map entitled "Record of Survey for H&N Mother Lode, Inc.", filed February 21, 1967, in Book of Maps, at Page 1535, Mariposa County Records; thence, traversing around the boundary of the herein described land of land, the following seventeen (17) courses and distances:

1. North 88° 22' 36" East, along the North line of said Southeast quarter of the Northeast quarter, for 1,367.77 feet to the Northeast corner thereof, said corner also being the Northwest corner of the Southwest quarter of the Northwest quarter of said Section 36 as said Section 36 as said Section 36 is delineated on that certain map entitled "Record of Survey for C.N. Stembridge and H & N Mother Lode, Inc.." filed July 9, 1970, in Book of Maps at Page 1723, Mariposa County Records; thence

2. North 88° 31' 21" East, along the North line of said Southwest quarter of the Northwest quarter for 100.00 feet; thence

3. South 07° 46' 21" East, for 1,357.21 feet to a point on the North line of the Northwest quarter of the Southwest quarter of said Section 36, said point being located North 86° 57' 39" East, a distance of 300.00 feet from the Norwest corner thereof; thence

4. South 09° 08' 48" West, for 1,358.82 feet to a point on the South line of said Northwest quarter of the Southwest quarter, said point being located North 86° 42' 36" East, a distance of 100.00 feet from the Southwest corner thereof; thence

5. South 86° 42' 36" West, along the South line of said Northwest quarter of the Southwest quarter, for 100.00 feet to the Southwest corner thereof, said corner also being the Northeast corner of the Southeast quarter of the Southeast quarter of said Section 35; thence

6. South 00° 42' 02" West, along the East line of said Southeast quarter of the Southeast quarter, for 1,331.45 feet to the Southeast corner thereof; thence

7. South 86° 27' 34" West, along the South line of said Southeast quarter of the Southeast quarter, for 1,365.19 feet to the Southwest corner thereof; thence

8. North 00° 37' 22" east, along the West line of said Southeast quarter of the Southeast quarter along

Attachment: Attachment C. Applications (RES-2022-704 : Land Conservation Act Application No. 2022-174)

the West line of the Northeast quarter of the Southeast quarter of said Section 35, for 2,708.08 feet to the Southeast corner of the Southwest quarter of the Northeast quarter of said Section 35; thence

9. South 88° 21' 34" West, along the South line of said Southwest quarter of the Northeast quarter, for 1,366.24 feet to the Southwest corner thereof, said Southwest corner also being the most Southerly corner of that certain real property conveyed to Wynter Blaine Sturtevant and Virginia Sturtevant by grant Deed recorded September 1, 1993 as Instrument No. 93-4853, of Official Records of Mariposa County; thence

10. North 27° 21' 11" East, along the Easterly line of said land mentioned certain real property, for 765.84 feet to an angle point therein; thence

11. North 32° 14' 32" West, along the Easterly line of said land mentioned certain real property, for 49.35 feet to the Northeast corner thereof; thence

12. South 84° 09' 39" West, along the Northerly line of said last mentioned certain real property, for 186.81 feet to the Northwest corner thereof; said Northwest corner also being a point on the Easterly line of that certain lot, piece or parcel of land conveyed to G.J. Wren by Indenture recorded March 1, 1911, in Book 24, Page 277 of Deeds, Mariposa County Records; thence

13. North 10° 12' 25" East, along the Easterly line of said certain lot, piece or parcel of land, for 864.06 feet to a angle point in the centerline of that certain Mariposa county Road known as Penon Blanco Road as said road is delineated on said certain map filed in Book of Maps at Page 2535; thence

14. North 88° 44' 42" East, along the centerline of said road, for 357.08 feet to an angle point therein; thence

15. South 78° 37' 39" East, along the centerline of said road, for 547.90 feet to an angle point therein; thence

16. South 67° 12' 17" East, along the centerline of said road, for 209.39 feet to a point on the East line of said Southwest quarter of the Northeast quarter; thence

17. North 00° 36' 45" East, along the East line of said Southwest quarter of the Northeast quarter, for 25.57 more or less, to the Point of Beginning.

Parcel 2: APN: 001-030-0380

A parcel of land situated in Section 35, Township 2 South, Range 15 East, and Lot 2, Section 2, Township 3 South, Range 15 East, M.D.B. & M., Mariposa County, California, being a portion of the Southwest quarter of theSoutheast quarter of said Section 35 and all of Lot 2, Section 2, Township 3 South, Range 15 East, more particularly described as follows:

Commencing at a 1" iron pipe tagged R.C.E. 6888 at the Southeast corner of Section 35, as shown of Record of Survey Map No. 1535, on file in the Office of the County Recorder, Mariposa County; thence continuing along the South line of Section 35, South 86° 27' 34" West, a distance of 1365.19 feet to the "True Point of Beginning"; thence
1. South 00° 14' 52" West, a distance of 1,254.60 feet, more or less, to the Southeast corner of Lot 2; thence
2. South 87° 40' 51" West, a distance of 953.99 feet, more or less, to the Southwest corner of Lot 2, Section 2; thence

Attachment: Attachment C. Applications (RES-2022-704 : Land Conservation Act Application No. 2022-174)

3. North 03° 50' 25" East, a distance of 1,241.81 feet, more or less, to the Township line common to Township 3 South and Township 2 South, Range 15 East; thence, continuing into Section 35, Township 2 South, Range 15 East,
4. North 03° 50' 25" East, a distance of 155.87 feet; thence,
5. North 73° 58' 47" West, a distance of 471.00 feet; thence ,
6. North 02° 05' 23" West, a distance of 1,022.39 feet; thence,
7. North 06° 41' 59" East, a distance of 48.52 feet; thence,
8. North 87° 35' 54" East, a distance of 1,365.31 feet; thence,
9. South 00° 37' 20" West, a distance of 1,358.53 feet, more or less, to the True Point of Beginning.

Parcel 3: APN: 001-030-0390

A Parcel of land situated in Section 35, Township 2 South, Range 15 East, M. D. B. & M., Mariposa County, California, being a portion of the Southwest quarter of the Southwest quarter, a portion of the Northeast quarter of the Southwest quarter and all the Northwest quarter of the Southeast quarter, more particularly described as follows:

Commencing at a 1' iron pipe tagged R.C.E. 6888 at the Northwest corner of the Southwest quarter of the Southwest quarter of Section 35, as shown on Record of Survey Map No. 1535, on file in the Office of the County Recorder, Mariposa County, said point being the Point of Beginning; thence,
1. North 87° 24' 36" East, a distance of 1,366.27 feet to a 1" iron pipe tagged R.C.E. 6888 at the center of the Southwest one quarter of Section 35, as shown on Record of Survey Map No. 1535; thence,
2. North 00° 26' 41" East, a distance of 1,399.16 feet to a 1" iron pipe tagged R.C.E. 6888; thence,
3. North 88° 21' 34" East, a distance of 1,367.75 feet to a 1" iron pipe tagged R.C.E. 6888 at the center of Section 35; thence,
4. North 88° 21' 34" East, a distance of 1,366.27 feet to a 3/4" rebar tagged R.C.E. 22849 at the Northeast corner of the Northwest quarter of the Southeast quarter of Section 35; thence,
5. South 00° 37' 24" West, a distance of 1,349.54 feet; thence,
6. South 87° 35' 54" West, a distance of 1,365.31 feet; more or less, to the Southwest corner of the Northwest quarter of the Southeast quarter of Section 35; thence,
7. South 06° 41' 59" West, a distance of 48.52 feet; thence,
8. North 89° 53' 12" West, a distance of 1,217.46 feet; thence,
9. South 45° 00' 00" West, a distance of 116.40 feet; thence,
10. South 87° 24' 36" West, a distance of 1,305.53 feet; thence,
11. South 45° 00' 00" West, a distance of 87.14 feet; thence
12. South 71° 08' 49" West, a distance of 62.81 feet; more or less, to the West line of Section 35; thence continuing along said West line,
13. North 00° 20' 42" East, a distance of 136.54 feet to the Point of beginning.

Attachment: Attachment C. Applications (RES-2022-704 : Land Conservation Act Application No. 2022-174)

LEGEND

Exhibit "A"

HS	House Site	
A	House	50' x 38'
B	Portable Shed	20' x 17'
C	Barn	36' x 19'
D	Portable Shed	20' x 20'
E	Equip Shed	20' x 45'
F	Corrals	95' x 110'

RECEIVED
AUG 11 2022
Mariposa County Planning Department

Exhibit "B"

W	Well
L	Leach Field

When measured the well is approx 101' from the leach field.

Exhibit "C"

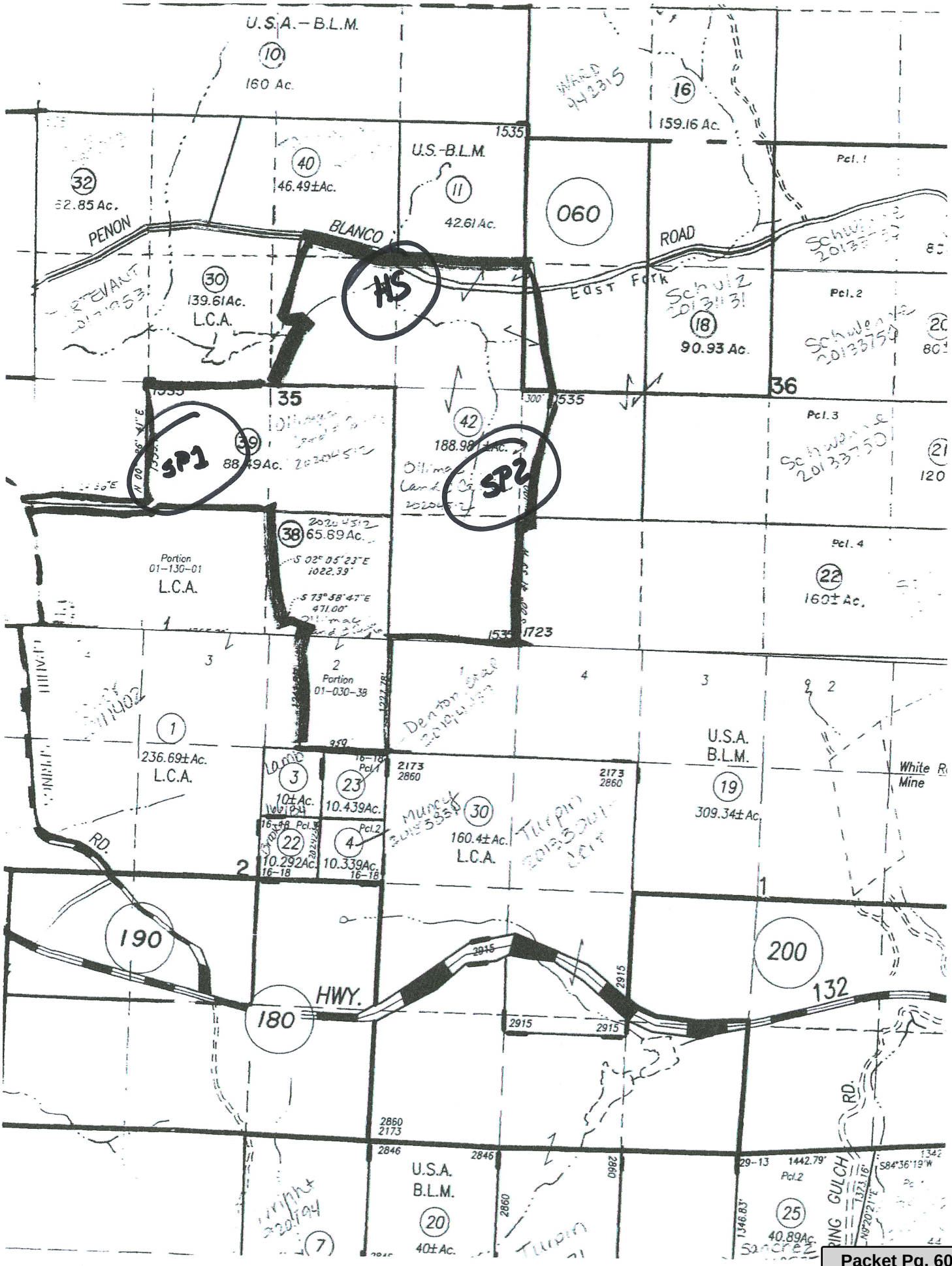
SP1	Solar well for livestock
SP2	Solar well for livestock
HS	House site and barn

Attachment: Attachment C. Applications (RES-2022-704 : Land Conservation Act Application No. 2022-174)

A
B
C
D
E
F
Google

Google

Exhibit "C"



Attachment: Attachment C. Applications (RES-2022-704 : Land Conservation Act Application No. 2022-174)

220124

GENERAL PLAN / AREA PLAN /SPECIFIC PLAN / ZONING AMENDMENT APPLICATION

Mariposa County Planning Department
5100 Bullion Street, P.O. Box 2039
Mariposa, CA 95338
Telephone (209) 966-5151 FAX (209) 742-5024
www.mariposacounty.org planningdept@mariposacounty.org

RECEIVED
AUG 11 2022
Mariposa County Planning Department

FOR OFFICE USE ONLY

Date Submitted 8/11/22 Received By SJE

Fees Paid $ 2951.00 Receipt No. 330343 Received By JMC

Application No. 22-175 Application Complete _____

Final Action _____ Date _____

Applicant:

Name Ollimac Land & Cattle LP, a Wyoming Limited P

Mailing Address _____

P.O. Box 68, Hickman, CA 95323

Daytime Telephone (209) 678-2354

E-Mail Address ollimac@reagan.com

Agent: (if applicable)

Robert Morelli

P.O. Box 68

Hickman, CA 95323

(209) 678-2354

ollimac@reagan.com

Property Owner Name(s)* Ollimac Land & Cattle LP, a Wyoming Limited Partnership

*If different than applicant, attach letter of authorization or other document that authorizes the applicant to submit an application on the owner's behalf. Applicant must also be a lessee, purchaser in escrow, or optionee of the subject property. If there is more than one property owner, please list the name and mailing address of all other individuals holding an interest.

Property Information:

Assessor's Parcel Number (APN) 001-030-0420, -0380, -0390 Parcel Size 188.98, 65.89, 88.49

Address 4286 Penon Road, Coulterville CA 95311

Present General Plan Land Use Residential

Present Zoning District(s) 001-030-0420 (MG/MH), 001-030-0380 and -0390 (MH)

Project Information:

Proposed General Plan Land Use No change: Residential

Proposed Area Plan Land Use No change

Proposed Specific Plan Land Use No change

Attachment: Attachment C. Applications (RES-2022-704 : Land Conservation Act Application No. 2022-174)

220124

Proposed Zoning District(s) Agricultural Exclusive Zoning

Total Area of Proposed Amendment (acres / square feet):

PLEASE INDICATE IF THE AMENDMENT WOULD AFFECT ONLY A PORTION OF THE EXISTING PARCEL, AND PROVIDE AN ESTIMATE OF THE TOTAL AREA INVOLVED IN THE AMENDMENT REQUEST. IF ONLY A PORTION OF THE EXISTING PARCEL IS TO BE REZONED/RECLASSIFIED, PLEASE PROVIDE A LEGAL DESCRIPTION OF THE AFFECTED AREA)

Total acreage: 343.36 acres

Describe access to the parcel or proposed amendment area:

PLEASE PROVIDE INFORMATION ON WHETHER THE ACCESS ROAD IS A COUNTY ROAD, NON-COUNTY ROAD, PRIVATE EASEMENT OR DRIVEWAY, INFORMATION ON THE WIDTH AND TYPE OF SURFACE, AND NAME OF ROAD IF ANY. IF AN EXISTING OR PROPOSED EASEMENT IS LOCATED OFF SITE, PLEASE ATTACH ADEQUATE DOCUMENTATION THAT CLEARLY DEMONSTRATES THE SUBJECT PROPERTY HAS THE NECESSARY RIGHTS TO USE THE EASEMENT, OR THAT THE NECESSARY EASEMENT CAN BE OBTAINED FROM THE ADJOINING JPROPERTY OWNER.

Penon Road (County Road)

Check the predominate existing use of the parcel or proposed amendment area:

- ☐ Residential
- ☐ Industrial
- ☑ Agricultural
- ☐ Commercial
- ☐ Undeveloped
- ☐ Mining
- ☐ Mixed
- ☐ Recreation
- ☐ Timber Production
- ☐ Other (please specify)

Provide justification for the proposed amendment:

PROVIDE SPECIFIC REASONS ON WHY THE PROPOSED AMENDMENT IS REQUIRED (i.e., PARCEL BISECTED BY LAND USE CLASSIFICATION BOUNDARY LINE; EXISTING/PROPOSED USES NOT ALLOWED IN PRESENT ZONE.)

Application for LCA contract submitted. All parcels that are part of a LCA contract shall, within one (1) year of the effective date of the LCA contract, be restricted by zoning of said parcel to agricultural use (Mariposa County Board of Supervisors Rsln No. 10-150).

Attachment: Attachment C. Applications (RES-2022-704 : Land Conservation Act Application No. 2022-174)

220124

Preliminary Environmental Information:

Provide information on the land uses and development on properties adjacent to the project site (proposed amendment area). Indicate the parcel size and information on the development (i.e., vacant, commercial, residential, grazing land, etc.).

	Parcel Size	Use of Property
North	46.49/42.61	Grazing/open space (BLM)
Northeast	90.93	Grazing/open space
East	160	Grazing/open space/residential
Southeast	309.34/160.4	Open space (BLM)/grazing (LCA)
South	10/10.49	Residential
Southwest	236.69	Grazing (LCA)
West	"	Grazing (LCA)/residential
Northwest	139.61	Grazing (LCA)

Are the following items listed below applicable to the project with respect to having a possible effect on the environment?
A BRIEF DISCUSSION OF THOSE ITEMS CHECK YES OR MAYBE MUST BE ATTACHED TO THE APPLICATION.

Yes	Maybe	No		
☐	☐	☑	1.	Will the construction of roads, driveways, and building pads associated with the project result in grading on slopes of greater than 20% result in a change in the existing topography of any hills on the site, or result in the alteration of any lakes, ponds, rivers, or drainage courses?
☐	☐	☑	2.	Will the project result in any change in the pattern, scale, or character of development in the general area of the project?
☐	☐	☑	3.	Will the project result in a change in the quantity or quality of ground and surface water supplies?
☐	☐	☑	4.	Will the project result in an increase in noise or light levels in noise or light levels in the vicinity of the project site?
☐	☐	☑	5.	Will the project result in the use of hazardous materials such as toxic substances, chemicals, flammables, or explosives?
☐	☐	☑	6.	Are there any historical or archaeological structures or sites located on the project site or in the surrounding area?
☐	☐	☑	7.	Will the project result in an increase of traffic or existing easement roads?

Attachment: Attachment C. Applications (RES-2022-704 : Land Conservation Act Application No. 2022-174)

220124

Mandatory Findings:
The following mandatory findings must be made by the Planning Commission prior to recommending approval of the area plan / specific plan / zoning amendment, and must be made by the Board of Supervisors prior to approval of the amendment. Please provide supportive information related to each of the mandatory findings as listed below:

1. That such an amendment is in the general public's interest and would not have a significant or adverse effect on the general public's health, safety, peace, and welfare.

   The public will benefit by the appropriate zone (Agriculture Exclusive) being applied to the site to support Land Conservation Act where no physical change is proposed or required, and therefore, no potential adverse effects on the general public health, safety, peace and welfare will result.

2. That such an amendment is desirable for the purpose of improving the Mariposa County General Plan with respect to providing a long term guide for County development and a short term basis for day-to-day decision making.

   The amendment ensures that the uses and activities are conforming to the zone. The Agriculture Exclusive Zone is listed as being consistent with the applicable Residential land use designation.

3. That such an amendment conforms with the requirements of state law and County policy.

   The project has been processed in accordance with State law. According to State law, General Plans take precedence over zoning ordinances and one of the functions of the zoning ordinance is to implement the General Plan. The amendment conforms to the requirements of St law and Co policy by aligning the zoning map and the General Plan land use and ensuring consistency between Mariposa Co's Rules of Procedure to Implement the Cal LCA of 1965 (Bd Rsln 10-150) Section IIIC.2. where applicable zoning is required to be AE.

4. That such an amendment is consistent with other guiding policies, goals, policies, and standards of the Mariposa County General Plan.

   The amdt implements the GP by making the uses conform to zoning and zoning conforming to the GP Land Use and Mariposa Co's Rules of Procedure to Implement the Cal LCA of 1965 (Bd Rsln 10-150), thereby meeting the standards within County Co titles consistent with those contained in the GP. The amendment is consistent with the guiding policies, goals, policies, standards and implementation measures of the GP.

If the application is to amend the zoning map of the General Plan Land Use Map, the following findings must be made:

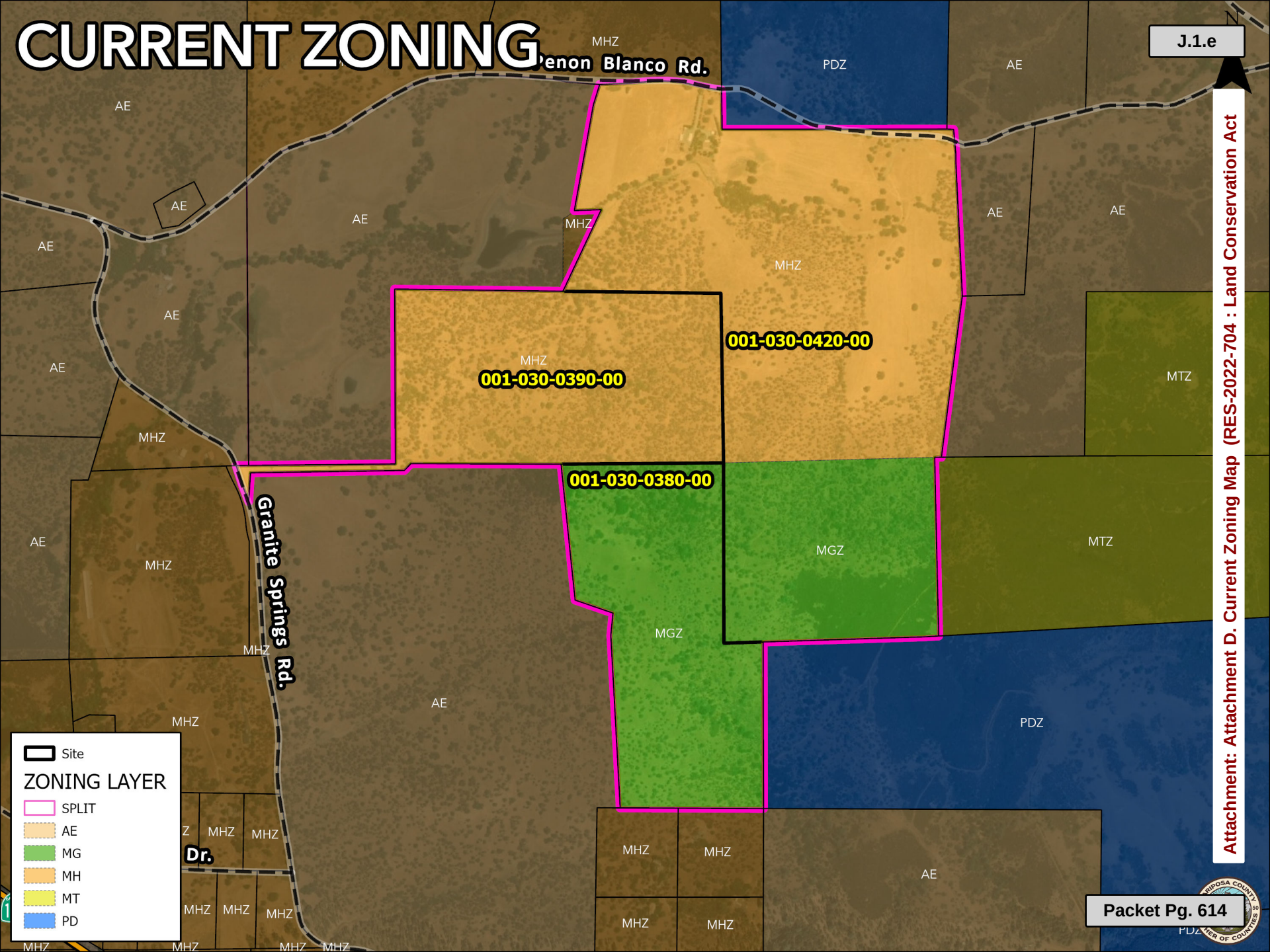
5. In the case of an amendment to the zoning classification on an individual parcel or General Plan Land Use Map:

   a. the subject parcel is physically suitable (including, but not limited to access, provision of utilities and infrastructure, compatibility with adjoining land uses, and absence of physical constraints) for the requested land use designation and the anticipated land use development; and

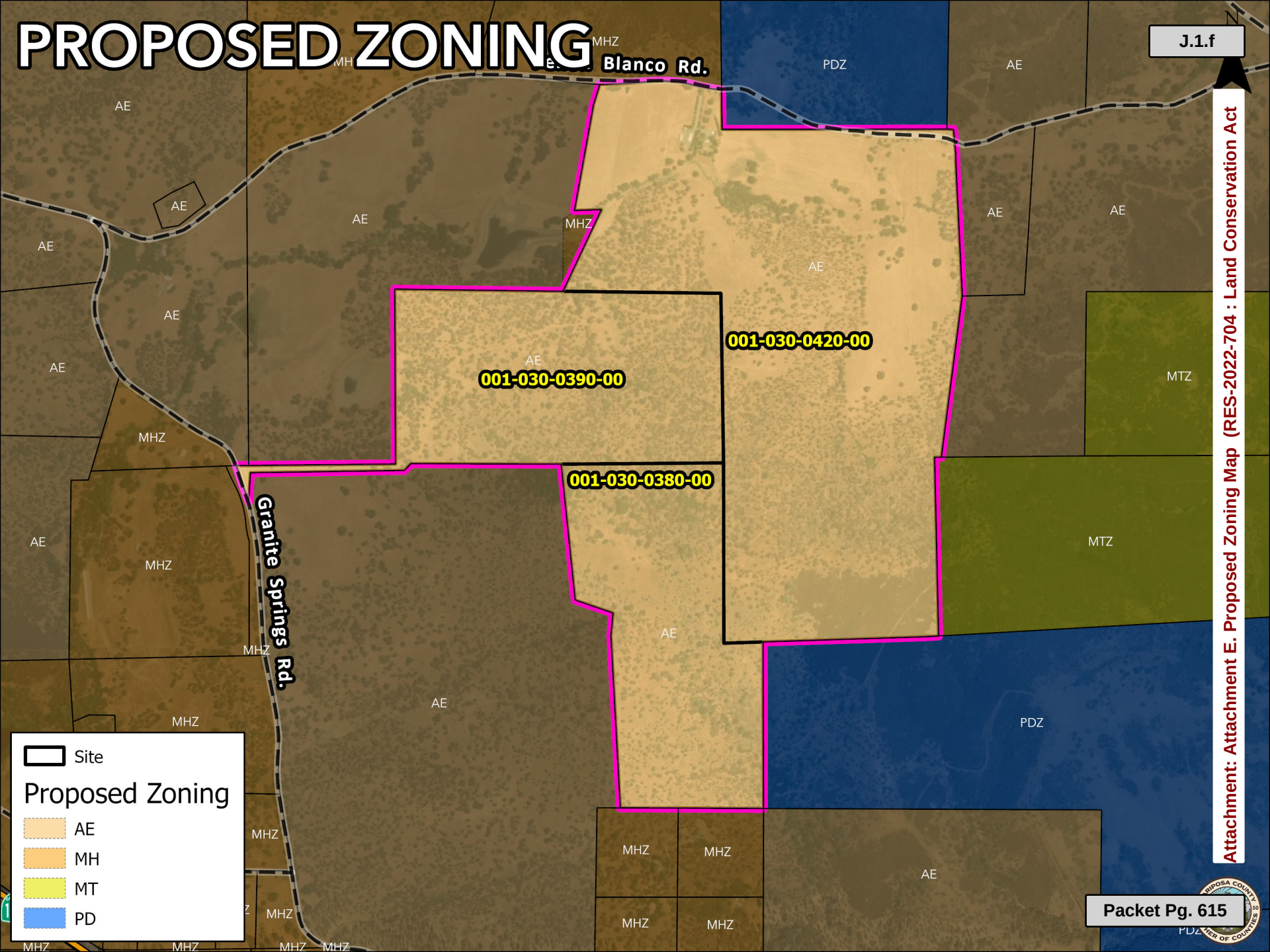
   b. the proposed zoning is logical and desirable to provide expanded employment opportunities, or basic services to the immediate residential population or touring public. (Ord. 912 Sec.II, 1997; Ord. 704 Sec.1, 1988).

Attachment: Attachment C. Applications (RES-2022-704 : Land Conservation Act Application No. 2022-174)

CURRENT ZONING



Attachment: Attachment D. Current Zoning Map (RES-2022-704 : Land Conservation Act


PROPOSED ZONING
J.1.f
Blanco Rd.
Granite Springs Rd.
001-030-0420-00
001-030-0390-00
001-030-0380-00
AE
MHZ
MTZ
PDZ
Site
Proposed Zoning
AE
MH
MT
PD
Attachment: Attachment E. Proposed Zoning Map (RES-2022-704 : Land Conservation Act
Packet Pg. 615

MARIPOSA COUNTY
NOTICE OF EXEMPTION

TO: **County Clerk**
County of Mariposa
P.O. Box 247
Mariposa, CA 95338

FROM: **Mariposa County Board of Supervisors**
P.O. Box 784
5100 Bullion Street
Mariposa, CA 95338

Project Title: Land Conservation Act Application No. 2022-174 & Zoning Amendment Application No. 2022-175

Project Location: Project site is at 4286 Penon Blanco Rd. APNs 001-030-038/039/042.

Description of Project: Zoning Amendment Application No. 2022-175 proposes to amend zoning of APN 001-030-038 from Mountain General Zone to Agriculture Exclusive Zone, APN 001-030-039 from Mountain Home Zone to Agricultural Exclusive Zone and APN 001-030-042 from Mountain Home & Mountain General to Agricultural Exclusive Zone. Land Conservation Act Application No. 2022-174 is proposed for one (1) new LCA Contract applicable to all three parcels.

Name of Public Agency Approving Project: Mariposa County Planning Department

Name of Person Carrying Out Project: Robert Morelli, Agent.

Exempt Status: Class 17 §15317 Open Space Contract or Easements.
CEQA §15060(c)(2) and 15061(b)(3).
15060(c)(2), (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15061(b)(3) (there is no possibility the activity in questions may have a significant effect on the environment), CEQA Guidelines.

Reason Why Project Is Exempt: Project is a Land Conservation Act Contract and Zoning Amendment where no physical change is proposed, authorized or will occur.

Lead Agency Contact Person: Kaitlyn Casner, Assistant Planner (CEQA Determination)

Phone Number: (209) 966-5151

_____ _____
Steve Engfer — Date
Interim Planning Director

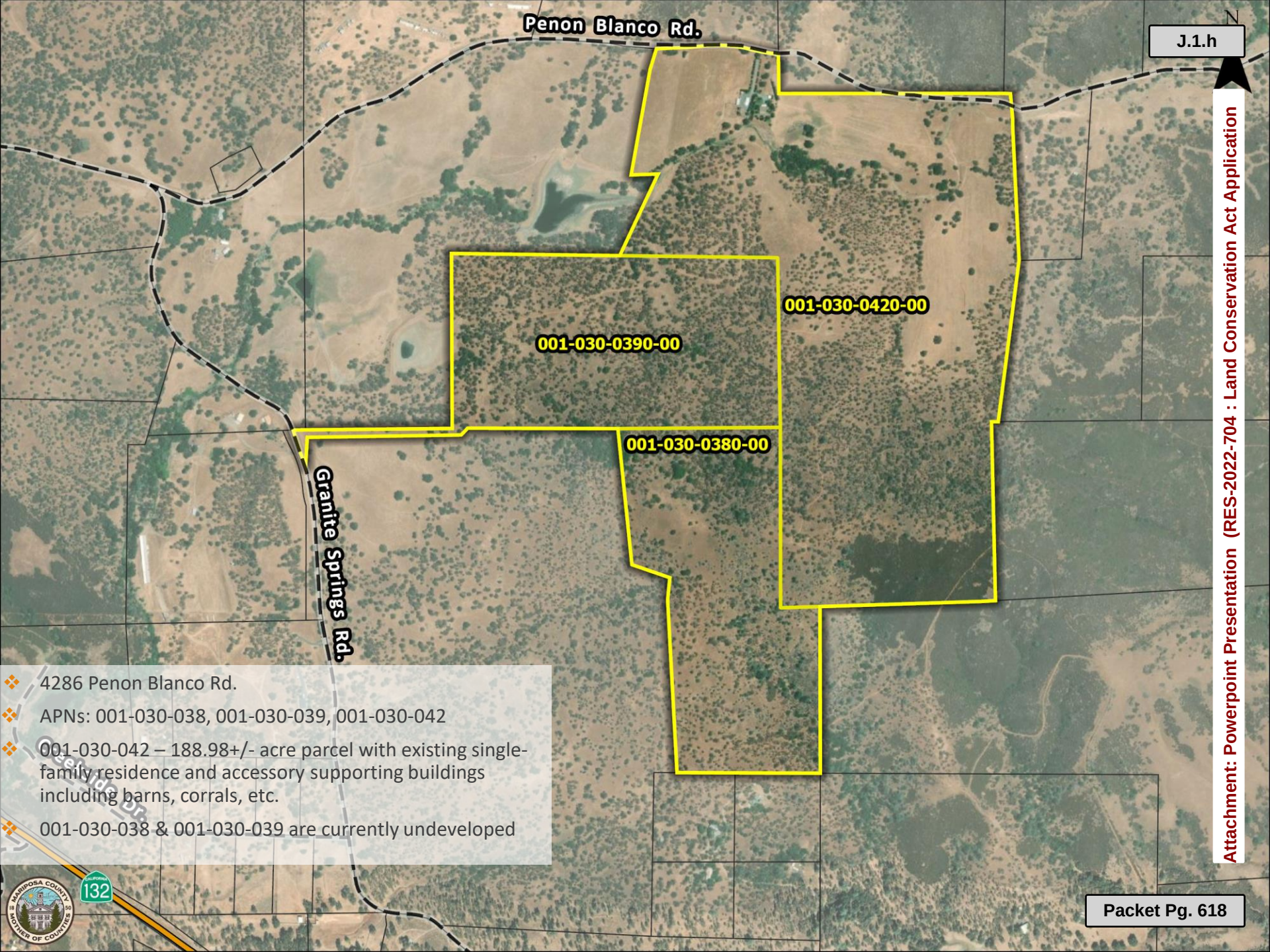
Attachment: Attachment F. NOE (RES-2022-704 : Land Conservation Act Application No. 2022-174)

Attachment: Powerpoint Presentation (RES-2022-704 : Land Conservation Act Application

Land Conservation Act Contract Number 2022-174 & Zoning Amendment Application Number 2022-175

OLLIMAC LAND & CATTLE LIMITED PARTNERSHIP; OWNER/APPLICANT

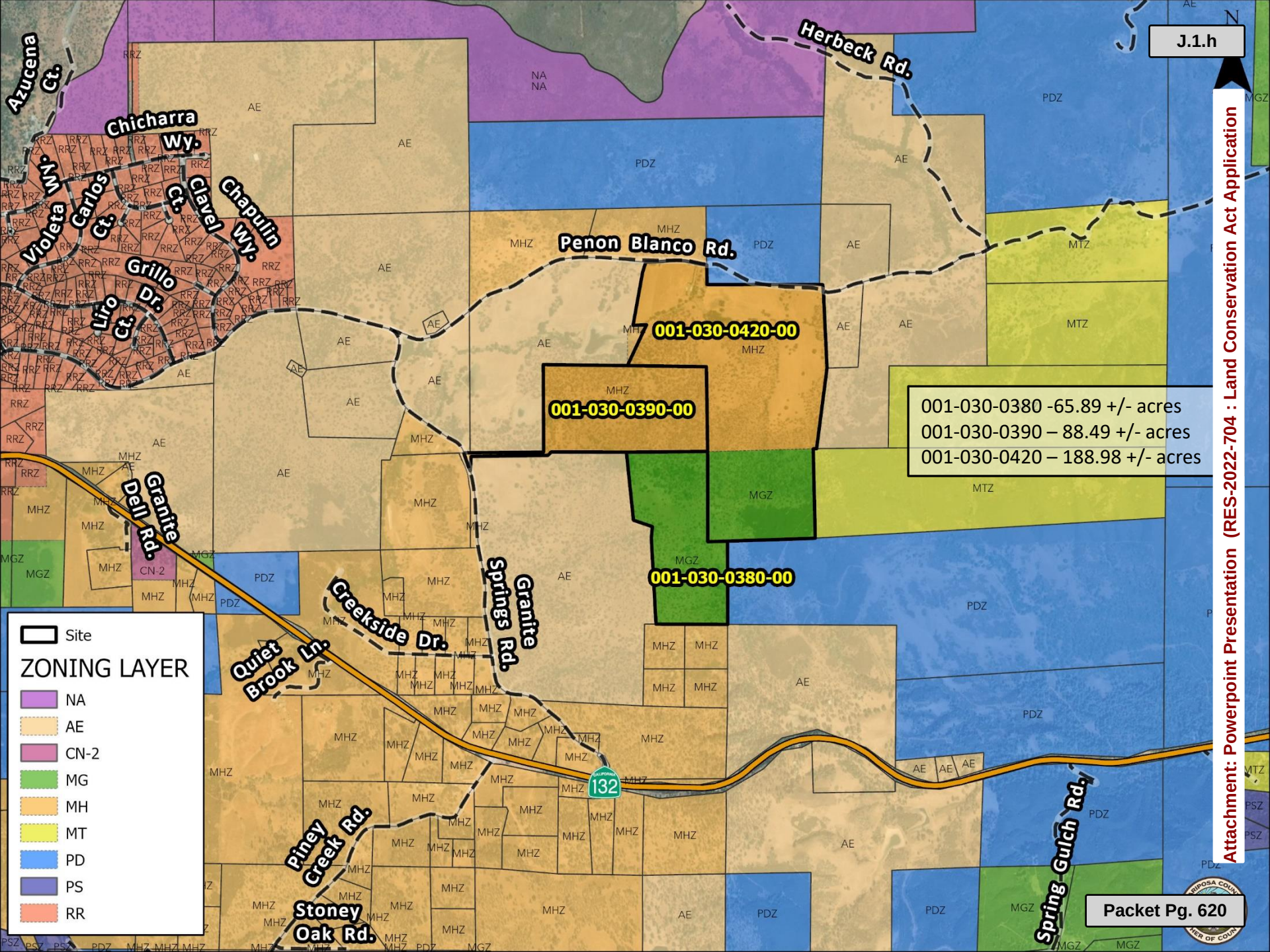
ROBERT MORELLI; AGENT

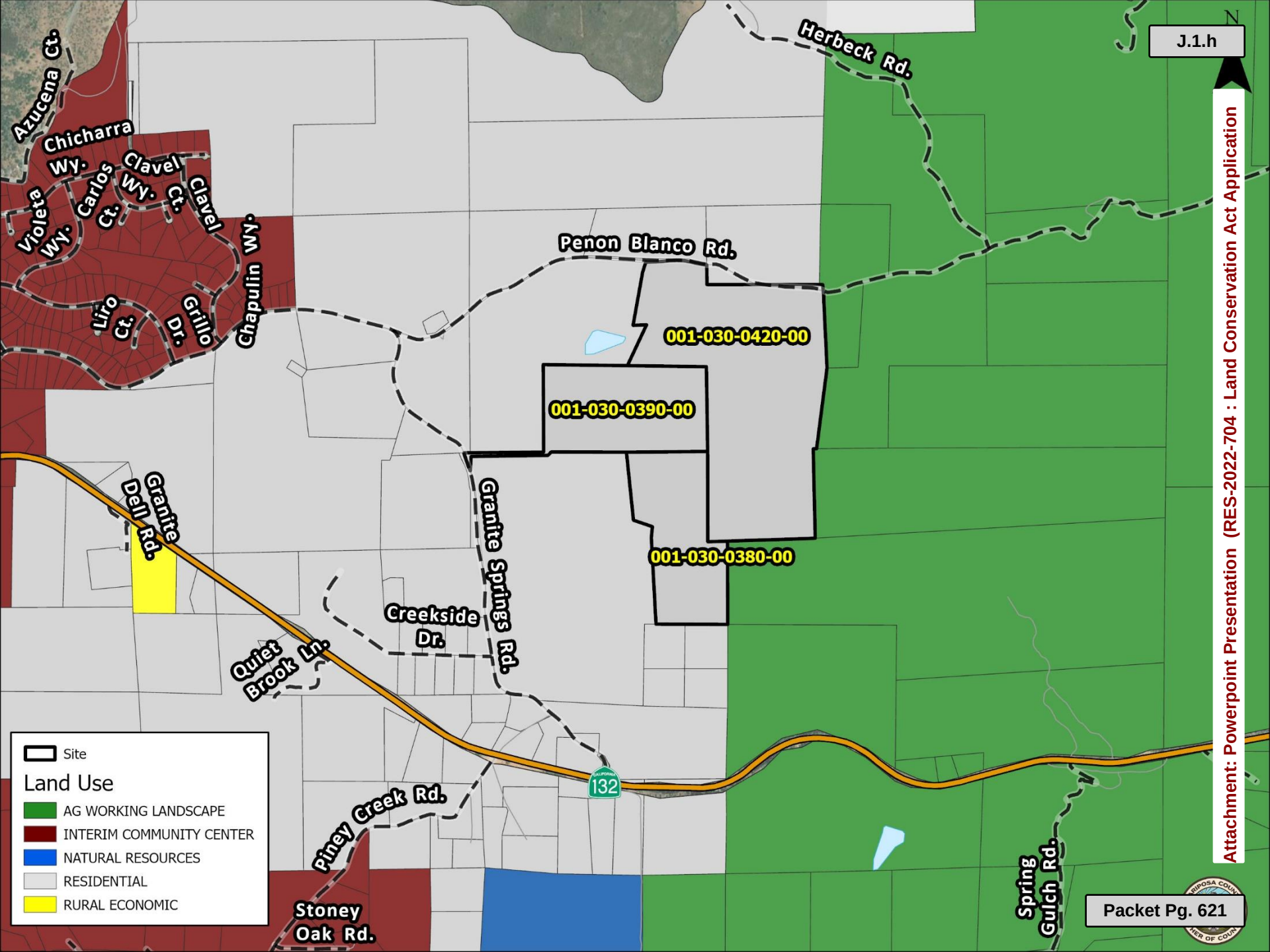

Penon Blanco Rd.
Granite Springs Rd.
001-030-0390-00
001-030-0420-00
001-030-0380-00
N
J.1.h
Attachment: Powerpoint Presentation (RES-2022-704 : Land Conservation Act Application
4286 Penon Blanco Rd.
APNs: 001-030-038, 001-030-039, 001-030-042
001-030-042 – 188.98+/- acre parcel with existing single-family residence and accessory supporting buildings including barns, corrals, etc.
001-030-038 & 001-030-039 are currently undeveloped
132
Packet Pg. 618

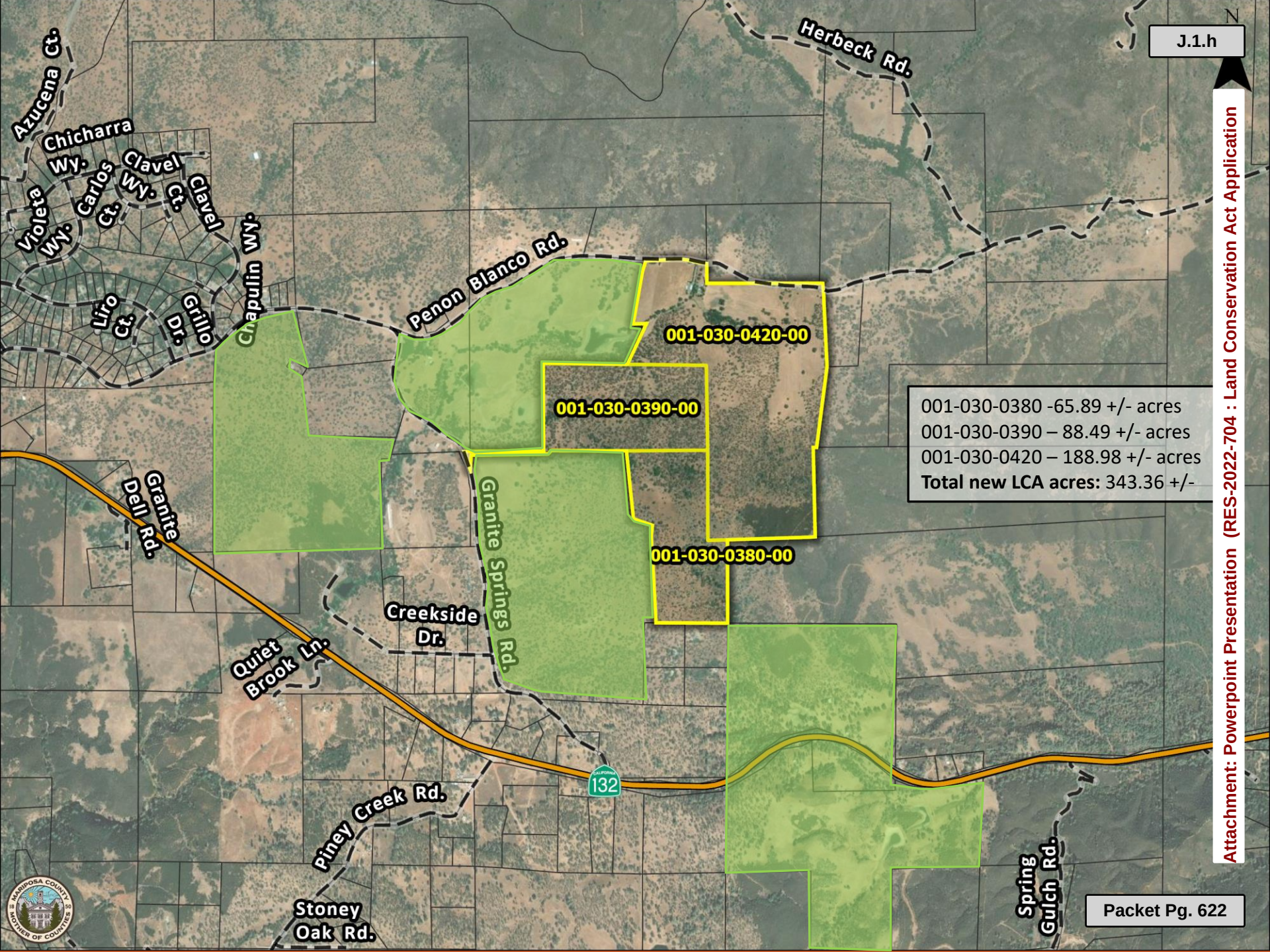
Project Description

- New LCA contract for all three parcels
- Zoning Amendment for all three parcels
  - 001-030-038- currently all Mountain Genera
  - 001-030-039 – currently all Mountain Home
  - 001-030-042 – currently split – approximately 150 acres Mountain Home, remaining Mountain General
- Zoning amendment required pursuant to BOS Resolution 10-150
- Staff recommends the reclassification of the land use to Agricultural/Working Landscape classification

Attachment: Powerpoint Presentation (RES-2022-704 : Land Conservation Act Application


J.1.h
Herbeck Rd.
Azucena Ct.
Chicharra Wy.
Violeta Wy.
Carlos Ct.
Clavel Ct.
Chapulin Wy.
Grillo Dr.
Liro Ct.
Penon Blanco Rd.
001-030-0420-00
001-030-0390-00
001-030-0380-00
001-030-0380 -65.89 +/- acres
001-030-0390 – 88.49 +/- acres
001-030-0420 – 188.98 +/- acres
Granite Dell Rd.
Creekside Dr.
Granite Springs Rd.
Quiet Brook Ln.
Piney Creek Rd.
Stoney Oak Rd.
Spring Gulch Rd.
132
Site
ZONING LAYER
NA
AE
CN-2
MG
MH
MT
PD
PS
RR
Attachment: Powerpoint Presentation (RES-2022-704 : Land Conservation Act Application
Packet Pg. 620


J.1.h
N
Herbeck Rd.
Azucena Ct.
Chicharra Wy.
Violeta Wy.
Carlos Ct.
Clavel Wy.
Clavel Ct.
Chapulin Wy.
Liro Ct.
Grillo Dr.
Penon Blanco Rd.
001-030-0420-00
001-030-0390-00
001-030-0380-00
Granite Dell Rd.
Granite Springs Rd.
Creekside Dr.
Quiet Brook Ln.
132
Piney Creek Rd.
Stoney Oak Rd.
Spring Gulch Rd.
Site
Land Use
AG WORKING LANDSCAPE
INTERIM COMMUNITY CENTER
NATURAL RESOURCES
RESIDENTIAL
RURAL ECONOMIC
Attachment: Powerpoint Presentation (RES-2022-704 : Land Conservation Act Application
Packet Pg. 621


J.1.h
N
Herbeck Rd.
Azucena Ct.
Chicharra Wy.
Clavel Wy.
Carlos Ct.
Clavel Ct.
Violeta Wy.
Chapulin Wy.
Penon Blanco Rd.
Liro Ct.
Grillo Dr.
001-030-0420-00
001-030-0390-00
001-030-0380-00
Granite Springs Rd.
Granite Dell Rd.
Creekside Dr.
Quiet Brook Ln.
132
Piney Creek Rd.
Stoney Oak Rd.
Spring Gulch Rd.
001-030-0380 -65.89 +/- acres
001-030-0390 – 88.49 +/- acres
001-030-0420 – 188.98 +/- acres
Total new LCA acres: 343.36 +/-
Attachment: Powerpoint Presentation (RES-2022-704 : Land Conservation Act Application
Packet Pg. 622







Agricultural Preserve Size and Use



Minimum Size – 343.36 acres exceeds required 160 acres for dryland grazing



Agricultural Use – parcels have been used for grazing for last three years and will continue



Biennial Report – not required until properties under contract

Attachment: Powerpoint Presentation (RES-2022-704 : Land Conservation Act Application

California Land Conservation (Williamson) Act



Preserve agricultural and open space lands by discoursing premature and unnecessary conversion to unban uses



20-year rolling term contract with Mariposa County



Restricted parcels are assessed for property tax purposes at a significantly reduced rate vs. potential market value

Attachment: Powerpoint Presentation (RES-2022-704 : Land Conservation Act Application

Environmental Review

Staff recommends filing of a Notice of Exemption for this project based upon Section 15317 of the California Environmental Quality Act (CEQA) Guidelines. (LCA contract)

Staff recommends filing of a Notice of Exemption for this project based upon Section 15060 & 15061 of the California Environmental Quality Act (CEQA) Guidelines. (Zoning Amendment)

Attachment: Powerpoint Presentation (RES-2022-704 : Land Conservation Act Application

Comments

No concerns from various agencies and departments

No public comment received

Attachment: Powerpoint Presentation (RES-2022-704 : Land Conservation Act Application

Process

- Agricultural Advisory Committee consideration to the Planning Commission
- Planning Commission consideration and recommendation to the Board of Supervisors
- Board of Supervisors consideration and approval

Attachment: Powerpoint Presentation (RES-2022-704 : Land Conservation Act Application

Recommendation:

Staff, the Agricultural Advisory Committee and Planning Commission recommends the Board of Supervisors adopt a resolution -

- **approving Land Conservation Act Contract Application No. 2022-174 and Zoning Amendment Application No. 2022-175 with a General Plan Land Use reclassification,**
- **with findings, including a finding that the projects are exempt from environmental review.**

Attachment: Powerpoint Presentation (RES-2022-704 : Land Conservation Act Application

MARIPOSA COUNTY

Planning · 209-966-5151

ORDINANCE 2023-1184

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Steve Engfer, Planner

RE: Adopt an Ordinance for Zoning Amendment No. 2022-175

RECOMMENDED ACTION AND JUSTIFICATION:

Waive the Second Reading and Adopt an Ordinance Titled an "Ordinance Amending the Zoning Map of Mariposa County" for Assessor Parcel Number (APN) 001-030-038, APN 001-030-039 and APN 001-030-042 from the Mountain Home Zone (MHZ) And/Or Mountain General Zone (MGZ) to the Agricultural Exclusive Zone (AEZ) Pursuant to Zoning Amendment No. 2022-175, Ollimac Land and Cattle LP, Owner/Applicant; Robert Morelli, Agent.

The recommended action is based the Planning Commission's recommendation.

The project will:

1. Change the zoning designation of approximately 127.47 +/- acres from the Mountain General Zone (MGZ) to the Agriculture Exclusive Zone (AEZ). Change the zoning designation of approximately 215.89 +/- acres from the Mountain Home Zone (MHZ) to the Agriculture Exclusive Zone (AEZ).

2. Result in zoning conformance with Mariposa County's Rules of Procedure to Implement the California Land Conservation Act of 1965 (Board of Supervisors Resolution 10-150), Section III Land Conservation Act Contracts, C. 2. "Zoning Restrictions", that requires lands under contract to be in Agriculture Exclusive Zone (AEZ).

3. Result in the appropriate zone for the existing agricultural uses on the parcel.

Please see the staff report attached to MinuteTraq item 13565 for additional information.

The Staff Report attached to MinuteTraq item 13565 is prepared for two items, this ordinance item and for MinuteTraq item 13565 for adoption of the related project resolutions.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors Resolution 2010-150, Mariposa County Rules of Procedure to Implement the California Land Conservation Act of 1965, provide LCA policy and application procedures.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and the ordinance will not take effect.

ATTACHMENTS:
221207 GPZA 2022-175 Summary Ordinance (DOCX)

RESULT: **INTRODUCED [UNANIMOUS]** **Next: 1/24/2023 9:00 AM**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2022-705

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: 2021 General Plan Annual Report (County Project No. 2022-009)

RECOMMENDATION AND JUSTIFICATION:
PUBLIC HEARING: Adopt a Resolution accepting the 2021 General Plan Annual Report Plan and approving the 2022 General Plan Amendments Schedule, County Project No. 2022-009

The General Plan Annual report is prepared pursuant to Government Code Section 65400 and the adopted Mariposa County General Plan, which require a report be prepared each year regarding the General Plan. The General Plan Annual Report was submitted to the Office of Planning and Research and the Department of Housing and Community Development on March 31, 2022. The annual report is reviewed by the Planning Commission and approved by the Board of Supervisors at a public hearing. Following consideration by the Planning Commission and action by the Board of Supervisors, the resolution and any edits to the General Plan Annual Report will be submitted to the Office of Planning and Research and the Department of Housing and Community Development. The Annual Report contains a review of the General Plan policies, programs and implementation measures that were addressed during the 2021 calendar year.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors adopted the General Plan in December of 2006. A number of minor amendments to the General Plan have been approved by the Board since 2006. The 2021 General Plan Annual Report summarizes progress made on implementation during 2021, and a schedule for General Plan amendments for 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Failure to complete action on the General Plan Annual Report would put the County out of compliance with State law and with the requirements of the Mariposa County General Plan. Jurisdictions that are out of compliance may lose their ability to apply and obtain certain grants.

FINANCIAL IMPACT:
None

ATTACHMENTS:
2021 General Plan Annual Report (PDF)
Draft Resolution (DOC)
Draft Notice of Exemption (PDF)
Presentation (PDF)

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

COUNTY OF MARIPOSA
GENERAL PLAN ANNUAL PROGRESS REPORT

Review of Calendar Year 2021

Mariposa County Planning Department

Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Introduction

Purpose of the Annual Report

This report is prepared pursuant to Government Code Section 65400 and the adopted Mariposa County General Plan, which requires a report be prepared each year regarding the General Plan. The Governor's Office of Planning and Research provides guidance in terms of preparing the report. The annual report is reviewed by the Planning Commission and approved by the Board of Supervisors at a public hearing. Following consideration by the Planning Commission and action by the Board of Supervisors, the General Plan Annual Report is submitted to the Office of Planning and Research and the Department of Housing and Community Development.

This 2021 Annual Report contains a review of the General Plan policies, programs and implementation measures that were addressed during the 2021 calendar year. It also describes planning activities that are in process or anticipated in 2022 through 2024 and subsequent years to achieve full consistency between General Plan policies and County development regulations.

Mariposa County General Plan

The Mariposa County General Plan was adopted by the Board of Supervisors on December 18, 2006. The underlying goals and policies of the General Plan were developed during a six-year-long public planning process featuring community workshops, preliminary drafts of policy documents, planning fairs, focused working sessions, public outreach efforts, revised drafts, and a final round of public hearings. An accompanying programmatic Environmental Impact Report (EIR) for the General Plan was prepared, revised, and circulated twice. The adopted General Plan and EIR mitigation measures have been in effect since December 18, 2006. Printed, electronic and on-line access to the adopted General Plan has been available to the public since January 2007.

The General Plan is a broadly-based policy document consisting of sixteen elements, with goals, standards and implementation measures designed to shape the future growth and development of Mariposa County, while preserving and enhancing the rural character of the County's natural resources and small communities.

Compliance with State Law and the General Plan Guidelines

State law mandates that each city and county adopt a general plan containing at least seven "required" elements: Land Use, Circulation, Housing, Open Space, Conservation, Safety, and Noise. Senate Bill 1000, adopted in 2016, now also requires cities and counties that have disadvantaged communities to incorporate environmental justice policies into their general plans either in a separate element or by integrating related policies and objectives throughout the other elements. This update must happen "upon the adoption or next revision of two or more elements concurrently on or after January 1, 2018." Mariposa County hasn't revised two or more elements

Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

since January 1, 2018, so this requirement hasn't yet been triggered. In the coming year, staff will assess how to best address these requirements in the County's general plan and develop a process to carry out any necessary changes. Cities and counties that have identified disadvantaged communities, as defined by SB 1000 must include air quality in their General Plans. No disadvantaged communities as defined by SB 1000 have been identified in Mariposa County. Additional "optional" elements may be included at the discretion of the local jurisdiction.

Each local jurisdiction is allowed broad discretion with regard to how its general plan is organized. The general plan does not need to be arranged in eight distinct elements as long as the content necessary for each of the required elements is included in the general plan. The table below indicates how the topics that are to be addressed in each of the seven required elements are distributed in the County's general plan documents. Required and optional elements are shown in Table 1, along with the date of adoption or last major revision.

Table 1: Mariposa County General Plan Elements

Mandatory Elements	Year Adopted	Last Comprehensive Update	Last Amendment
Land Use Element	2006	N/A	2018
Circulation, Infrastructure, and Services Element	2006	N/A	N/A
Housing Element	2016	8/2019	N/A
Conservation and Open Space Element	2006	N/A	2015
Noise Element	2006	N/A	N/A
Safety Element	2006	N/A	10/2017
Environmental Justice	"upon the adoption or next revision of two or more elements concurrently on or after January 1, 2018."		
Optional Elements			
Agricultural Element	2006	N/A	N/A
Economic Development Element	2006	N/A	N/A
Arts and Culture Element	2006	N/A	N/A
Local Recreation Element	2006	N/A	N/A
Regional Tourism Element	2006	N/A	N/A
Historic and Cultural Resources Element	2006	N/A	N/A
Volume II-Area Plans			

Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Coulterville Town Planning Area Town Plan	1980	N/A	2016
Catheys Valley Community Plan	2012	N/A	2020
Fish Camp Town Planning Area Specific Plan	1983	N/A	2019
Wawona Town Planning Area Specific Plan	1987	2012	2016
Mariposa Town Planning Area Town Plan	1992	N/A	2021

Area Plans in Preparation (2020)

Progress toward implementation of the General Plan occurs whenever a new Area Plan is prepared and adopted, when an existing Area Plan is amended, or when the planning for a Planning Study Area is initiated. At full implementation of the General Plan, sixteen geographically-distinct Area Plans are envisioned for Mariposa County's local communities; and the Yosemite National Park's General Management Plan represents a separate federal planning area of its own. The overall status and timing of the planning programs for each of the Area Plans is established in Table 5-1 of the General Plan (see below).

The Mariposa County Area Plans fall within the following descriptions, depending upon the scope and intensity of the land uses represented within any given planning area:

- Town Planning Area: All residential, commercial, industrial, job-center, recreation, and public uses, as defined in the General Plan, are consistent with the purpose of a town planning area. In the case of pre-existing adopted town plans, the planning documents may be known as a Town Specific Plan (such as Fish Camp).

- Community Planning Area: Single-family residential, rural commercial, recreation/resort-oriented, small business and public are the land uses consistent with the purpose of a community planning area. Multi-family residential uses with more than two attached dwelling units per structure and industrial uses are not consistent land uses within community planning areas; live-work commercial/residential uses are acceptable. Greeley Hill and Catheys Valley are examples of Community planning areas.

- Special Planning Area: Some small locales (including Foresta, Buck Meadows and Yosemite West) in the County do not face the full scope of issues and land uses warranting a full-scale town plan or community plan. The purpose of a special plan is to address the specific issues of local importance for the planning area. Consistent uses will be defined within the special plan.

Three Area Plans are identified in Table 5-1 of the General Plan as "pending for approval in (the) short term." These are the communities of Midpines, Lake Don Pedro, and Yosemite West.

Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

The Midpines Community Planning Advisory Committee (MCPAC), appointed several years ago by the Board of Supervisors, has been meeting regularly. Since January 2013, Planning has staffed the committee and worked with members regarding the Community Plan for Midpines. The MCPAC continued work on preparing a draft of the Community Plan throughout 2020. Planning staff presented the draft of the plan to the Board of Supervisors on December 8, 2020. The Board sent the document back to the MCPAC to address areas of concern identified by the Board. These have been addressed, and a modified plan will be taken through a public review process.

Significant work was done on the Yosemite West Special Plan in the years 2000 through 2007. Staff worked with an appointed advisory committee, and a draft plan was presented to the Board of Supervisors. There was significant controversy within the community. Ultimately, that plan was not acted upon by the Board, and there was no change made to Table 5-1 for Yosemite West.

The Lake Don Pedro Town Planning Area is the final short-term priority for Area Plans. No formal community planning process has begun for this area.

The Catheys Valley Community Plan was amended by the Board of Supervisors on July 21, 2020. The amendments to the Plan relaxed standards that restricted the types of businesses that would be allowed in the Community Commercial land use classification. The amendments broadened the types of businesses that would be allowed in the 25.12± acre area to those that can also serve visitors and the touring public.

Table 5-1: Planning Area and Area Plan Status

Planning Area	*Planning Advisory Committee*	*Area Plan Status*
Bear Valley Community	No	Not scheduled
Bootjack Community	No	Not scheduled
Buck Meadows Special	No	Not scheduled
Catheys Valley Community	Yes	Adopted
Coulterville Town	Yes	Adopted
El Portal Town	Yes	Pending for completion in the intermediate term
Fish Camp Town Specific Plan	Yes	Adopted
Foresta Special	No	Not scheduled
Greeley Hill Community	Yes	Not scheduled
Hornitos Community	No	Not scheduled
Lake Don Pedro Town	No	Pending for completion in short term
Mariposa Town	No	Adopted

Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Midpines Community	Yes	Pending for completion in short term
Mount Bullion Town	No	Not Scheduled
Wawona Town Specific Plan	Yes	Adopted
Yosemite National Park	N/A	Complete[1]
Yosemite West Special Plan	Yes	Pending for completion in the short term

[1]Yosemite National Park has prepared three major updates to its General Management Plan. Of these various plans, the Yosemite Valley Plan and the Merced River Plan have the greatest set of collaborative planning issues within the County.
Source: Mariposa County General Plan.

General Plan Amendments

Changes or amendments to the General Plan occur through applications by the public or by the County after authorization to proceed by the Board of Supervisors. State law requires the General Plan be kept current and updates occur periodically. The following amendments listed in Table 2 were approved in 2021:

Table 2: Approved General Plan Amendments 2021

Amendment	Description
General Plan/Area Plan/Zoning Amendment No. 2020-054; Parcel Merger No. 2020-055; and Major Design Review No. 2020-056	Amendment to rezone 0.52 acres from Multi-Family Residential to Professional Office; merger of three parcels into a single parcel totaling 1.55 acres; the demolition of a single-family residence; and the construction of a 4,885 sq. ft. dental office building. Approved by resolution on August 24, 2021. Accompanying ordinance adopted on September 15, 2021
General Plan/Zoning Amendment No. 2017-084 Mariposa County	Amendment to the Mariposa County General Plan and Zoning Ordinance to establish policies and regulations to allow and establish development standards and conditions for Special Event Facilities in rural areas. Approved by resolution on October 19, 2021. Accompanying ordinance adopted on November 2, 2021.

Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

General Plan/Area Plan Amendment No. 2020-167; Self-Help Enterprises	Amended the land use designation of an approximately 0.50-acre portion of a parcel from single-family residential to multi-family residential, which will be developed with a stormwater drainage basin and a basketball court that will be associated with the Mariposa Terrace low-income apartment project. Approved by resolution on March 2, 2021. Accompanying ordinance adopted on March 16, 2021

Strategic Implementation Plan

In August of 2017, the County initiated a project to develop a Strategic Implementation Work plan to prioritize and guide the implementation of the General Plan. Since adoption of the General Plan in 2006, staff had made some progress in implementing the General Plan, but progress was slow due to limited resources and competing priorities. The Strategic Implementation Work Plan was developed to identify specific work tasks along with a recommended priority, through a series of workshops and discussions. The Strategic Implementation Work Plan was accepted by the Board of Supervisors in March of 2018.

The Strategic Implementation Work Plan is a 5-year work plan to implement the General Plan. Several tasks were identified to commence in the 2018-2019 fiscal year. As part of the Fiscal Year 2018-2019 Budget request, staff requested significant funding for identified Year 1 tasks. Staff's request was not fully funded. The Board of Supervisors allocated funds to commence Tasks 1.5 and 1.6 only. Staff held off on pursuing consultant assistance immediately following the Ferguson Fire, which burned from mid-July to mid-August 2018, due to anticipated financial impacts resulting from the fire. In February of 2019, Planning released a Request for Proposals to seek a consultant to commence work on Tasks 1.5 and 1.6. An Agreement for consultant assistance was approved by the Board of Supervisors at their meeting on March 26, 2019. Staff and the consultant team met in person several times during 2019 following the execution of the agreement and continue to meet on a bi-weekly basis via teleconference. Since then, the following draft documents have been prepared by the consultant team, and were reviewed by County staff and returne to the consultant for preparation of final draft documents: A Table of Contents for the new combined zoning/subdivision development code, Article 1 (Enactment and Applicability), Article 2 (Zones, Allowable Uses, and Development Standards), Article 3 (Regulations Applicable to All Zones), Article 4 (Regulations for Specific Land Uses), Article 6 (Nonconforming Uses, Structures and Parcels), Article 7 (Permit Processing Procedures), Article 8 (Development Code Administration) and Article 9 (Definitions). Staff and the County Surveyor are currently working on staff comments for Article 5 (Subdivision).

A draft of the Midpines Community Plan was initiated by the Board of Supervisors for processing in 2021.

Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

A copy of the complete table identifying all the identified General Plan tasks and schedule is attached to this report. Below is a table listing the first set of tasks proposed by the Strategic Implementation Work Plan to be completed in Year 1:

1.1	**COUNTYWIDE FIRE SAFETY STRATEGIC PLAN** -Seek FEMA disaster mitigation funding to complete a strategic plan for fire safety incorporating the Standards of Cover for the Mariposa County Fire Department identifying current and future fire service areas and standards. - Identify long-term capital improvements, rolling stock, equipment and supplies, and other major purchase items needed to maintain and improve fire safety. - Identify thresholds and capital facility needs for each of the existing and future service areas. - Revise and update the Standards of Cover and service area maps. - Consolidate local Community Wildfire Protection Plans (CWPPs) into a Countywide CWPP. - Identify land use, zoning, density, property maintenance and other standards that would improve fire safety.
1.2	**MARIPOSA TOWN PLAN UPDATE** -Update the Mariposa Town Plan to include the identified expansion area and to provide land use policy guidance and recommend amended development regulations to be added to the Zoning Ordinance (Subtitle 17.300). - Incorporate provisions that expand locations for industrial uses near Mariposa Airport, and provide sufficient capacity to allow for potential expansion of office locations. - Ensure that the community plan defines "rural character" as it applies to the planning area and defines thresholds for uses deemed complementary to rural character. - Ensure that the community plan includes land area to accommodate local rural home industries that outgrow their home-based location. - Require water and sewer disposal to be provided from a centrally coordinated and managed system. - Expand locations for higher-density housing. - Ensure the plan addresses Housing Element objectives and policies and housing program administration. - Establish and annotate annexation process to add lands to utility service territories (e.g., SOI expansion, LAFCO process, service extensions, financial agreements). - Incorporate provisions of the Multimodal Transportation Feasibility Study being conducted by Mariposa County LTC.
1.3	**COMPLETE MIDPINES COMMUNITY PLAN** - Continue staff work to facilitate community group meetings and prepare plan documentation in order to complete the Midpines Community Plan within one year. - Midpines Community Plan will provide General Plan-level land use policy guidance and may recommend customized development regulations to be added to the Zoning Ordinance. - Ensure that the community plan defines "rural character" as it applies to the planning area and defines thresholds for uses deemed complementary to rural character. December 2021 Board of Supervisors Authorized Staff to Initiated the Environmental Review and Complete the Plan Adoption process. Estimated Timeline- 2022-2023
1.4	**EL PORTAL TOWN PLAN [*Note: In collaboration with National Park Service and Aramark and subject to negotiations on a Memorandum of Understanding with the National Park Service*]** - Area plan will provide General Plan-level land use policy guidance and may recommend customized development regulations to be added to the Zoning Ordinance. - Plan to be prepared in collaboration with National Park Service and Aramark. - Incorporate provisions that identify suitable locations to accommodate additional workforce housing uses necessary to support Yosemite National Park and sufficient capacity to allow for potential expansion of office locations. - Ensure that the plan addresses and is consistent with the Merced Wild and Scenic River Comprehensive Management Plan and EIS. - Ensure that the plan defines "rural character" as it applies to the planning area and defines thresholds for uses deemed complementary to rural character. - Ensure that the plan includes land area to accommodate local rural home industries that outgrow their home-based location. - Ensure the plan addresses Housing Element objectives and policies and housing program administration. - Address potential National Park Service approval/action. - Address potential need for National Environmental Policy Act (NEPA) action.

Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

1.5	**ZONING ORDINANCE UPDATE - PART 1** - Part 1 of 3, including items that do not require completion of updated area plans. Some items below are not necessarily code updates (i.e., some may be established as department policy/procedure). - Implement zoning provisions established in adopted Catheys Valley Community Plan, Fish Camp Town Plan, Coulterville Town Plan, and Wawona Town Plan. - Identify alternative strategies for providing flexibility in application processing and maximizing densities, where appropriate. - Develop siting and development standards for recreation and resort uses. - Establish performance-based zoning standards for commercial and industrial districts. - Establish standards to protect visual character and define "viewshed", including a cell tower compliance strategy. - Establish lighting standards consistent with recommendations from the International Dark Sky Association. - Establish standards for special event/wedding venues. - Establish standards for "close-to-services" development. - Establish provisions to accommodate home-based businesses consistent with each land use designation, and update agri-tourism ordinance and determine appropriateness of home-based businesses outdoors on Williamson Act parcels. - Establish siting and development criteria for public facilities and sites. - Maintain maximum allowable residential density for all lands outside of community/area plans as one dwelling unit per 5 acres (plus one accessory dwelling unit on each parcel). - Update the extent and provisions of the Timber Reserve zoning district to limit development in areas of identified potential timber resources. - Establish that no discretionary project will be approved if traffic generated by the proposed project would exceed capacity of the road systems providing access from the nearest county major collector or state highway unless mitigation is required. - Address state-mandated zoning requirements for affordable housing.- Establish provisions for review and approval of projects within the Mariposa Airport Land Use Planning Area (review the provisions of the Airport Overlay Zone). - Establish that no project will be approved unless shown to have access to an approved source for wastewater treatment and disposal and a potable water supply. - Clearly define uses compatible with agriculture and accommodate agri-tourism uses through changes to Agriculture and other zone districts. - Reevaluate permitted use tables in commercial and industrial districts to identify additional uses to be allowed by right (i.e., fewer CUPs) - Establish procedure that allows County staff to address uses not currently listed. - Establish procedure that allows County staff some minor deviations from development standards, as appropriate. - Implement requirements for minimum building and grading setback lines from waters of the State that are adequate to protect stream, riparian, and wetland resource values. - Consider need for a noise ordinance to define noise standards for the County. - Require preparation of acoustical analyses for certain proposed nonresidential uses as described in Implementation Measure 15-2B(1). - Require appropriate noise reduction measures for outdoor public events, as described in Implementation Measure 15-2B(3). - Establish appropriate standards for discretionary development projects wishing to provide alternative, on-site fire protection services. - Establish a dam inundation overlay district. -Require a hydrologic evaluation for development projects located within floodplains and drainage channels to ensure potential flood hazard is minimized. - Require development projects to provide at least one means of vehicular access not crossing a flood hazard area, or be constructed above the maximum flood elevation. - Require flood and drainage channels to be designed into landscaping plans.

Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

1.6	**SUBDIVISION ORDINANCE UPDATE** - Complete a comprehensive update to the County's subdivision regulations including the following provisions: - Establish mechanism/procedure for minimum density subdivisions in lieu of minimum parcel size subdivisions. - Require new subdivisions to demonstrate adequate roadway capacity to serve the project prior to approval. - Require new subdivisions to provide mandatory contributions for maintenance of any roads that are not within the County-maintained road system. - Modify lot adjustment procedures/provisions as described in Implementation Measures 5-9A(2) re: minimum parcel size and 10-2A(2) re: Williamson Act parcels. - Require that infrastructure for new subdivisions meet requirements for ready-to-build parcels. - Establish that no subdivision will be approved if traffic generated by the proposed project would exceed capacity of the road systems providing access from the nearest county major collector or state highway unless mitigation is required. - Establish that no subdivision will be approved unless shown to have access to an approved source for wastewater treatment and disposal and a potable water supply. - Develop subdivision design standards for placement of structures on ridgelines. - Establish provisions for site development and clustering in new subdivisions to conserve designated scenic routes. - Encourage maximized solar access where feasible and consistent with maintenance of scenic values in new subdivision designs. - Establish appropriate standards for new subdivisions proposing to provide alternative, on-site fire protection services. - Amend, if necessary, the County Subdivision Ordinance to ensure formal review of subdivisions by the fire agencies. - Require a hydrologic evaluation for proposed subdivisions located within floodplains and drainage channels to ensure potential flood hazard is minimized. - Require subdivision parcel and final maps and building permit site plans to provide for on-site detention for normal stormwater flows in excess of the capacity of natural drainage courses receiving runoff from the development. - Require subdivision parcels to provide at least one means of vehicular access not crossing a flood hazard area, or be constructed above the maximum flood elevation. - Amend, if necessary, to correspond with zoning regulations to provide for additional density.

As part of the General Plan Implementation project, Title 1 of County Code was proposed to be amended to include a comprehensive code enforcement procedures program that would ensure that all county codes, including those that implement the General Plan, are adequately enforced using an efficient process. The amendments, County Code Amendment No. 2019-218, were brought before the Board of Supervisors and Planning Commission in October of 2020. The Board considered the amendment language, evidence in the record and public input and tabled the amendments pending further public input.

Housing Element Implementation

A Housing Element is unique in terms of its policy and reporting requirements under California statutes, and with regard to the state-supervised schedule by which it is updated and adopted. The Housing Element describes housing programs and the responsible agencies/departments responsible for implementing them along with specific time frames for implementation.

The adopted 2019-2024 Housing Element demonstrates that the County can accommodate its state assigned RHNA (Regional Housing Needs Allocation). The actual creation of new housing is the responsibility of the private housing sector. The policies in the Housing Element generally call for local agencies to encourage the production of affordable housing, and to avoid and eliminate constraints to the construction of new and affordable housing units. The Housing Element identifies several new programs that are necessary to meet legislative requirements.

Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Each Housing Element program and its implementation status are summarized in attached HCD tables.

Attachment 1 is the Housing Element Implementation Annual Progress Report summary, a State mandated report that is to be submitted to HCD each year. The tables provide information on the residential building permit activity for 2021 based upon income levels from extremely low to moderate income housing. There have been no residential units constructed for very low or low income households.

The County approved a Comprehensive Housing Program Implementation Study on June 19, 2018 (Program 2.1 of the 2014-2019 Housing Element). This document identifies several initiatives for the County of Mariposa to implement to increase the supply of housing including potential funding sources. As noted in the General Plan Amendment section above, the Board of Supervisors conditionally approved the Brown Bear project in December of 2020. This project approval represents an increase 96 apartment units to the housing inventory in the community of Mariposa.

Additionally, the 42 unit Mariposa (Creekside) Terrace low-income apartment project received additional approvals by resolution on March 2, 2021 and an accompanying ordinance adopted on March 16, 2021. The project construction moved forward in 2021, completion in 2022.

In December of 2018, the Board of Supervisors had a discussion on potential housing programs that could assist in increasing the supply of housing. Several options were identified and discussed, including:

- Accessory Dwelling Units (Development Code Update)
- Single Room Occupancy (SRO) units (Development Code Update)
- Kitchen Definition (Development Code Update)
- Tiny Homes (Researching)
- Junior Accessory Dwelling Units (JADUs) (Development Code Update)
- Allowance for Extended Stay RV Parks (Development Code Update)
- Areas for Extended Stay RV Parks (Development Code Update)
- Employee Housing (Researching and Development Code Update)
- "Pre-Approved" Building Permit Plans for Tiny Homes (Researching)
- High Density Housing (Development Code Update)
- Density Bonus Provisions (Development Code Update)
- Housing Element Update (Done – August 2019)

The Board of Supervisors gave direction to Planning staff to begin studying the items and come back with a program or plan with additional information on the items. Staff began taking portions of the above list and preparing specific discussion items to bring back to the Board. Other items will be incorporated into the Development Code Update process. (A written report was presented to the Board on March 22, 2022.)

While work continued on the Development Code Update process in 2021, largely through electronic and teleconference communications between Planning staff and the County's

Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

consultant, implementation of other programs listed above were significantly curtailed in 2021 due to the public gathering restrictions imposed as part of addressing the COVID-19 issue. It is likely that implementation of some of these programs will entail public joint workshops between the Planning Commission and Board of Supervisors.

The new development code will address accessory dwelling units, density bonuses for affordable housing and single room occupancy units.

As noted above, the 2019-2024 Housing Element was approved in August 2019 and certified by HCD in October 2019.

Other housing programs (including funding) being pursued by Health and Human Services and/or County administration, working cooperatively where applicable with Planning, Department of Public Works and other county departments include:

- Board of Supervisors adopts continuing resolution relating to a shelter crisis local emergency (weekly).
- Approved the commitment of $600,000 in whole person care mental health homeless housing funding to finance the Mariposa Creekside Terrace low-income housing project.
- Approved an agreement in the amount of $229,455 to develop the Integrated Mobility and Housing Strategy. Work continued on the Strategy, which will articulate a plan for developing new housing to support Yosemite National Park's workforce need as well as a coordinated transportation and connectivity strategy to connect new residential communities with employment in and near the Park. Funded by the Caltrans Sustainable Communities grant program, the project involves significant collaboration between the county, the National Park Service, the Yosemite Conservancy, and other stakeholders. The program will be completed in 2022.
- As noted in the General Plan Amendment section above, the rezone of a 0.50-acre portion of a parcel was approved. The rezone allowed the construction of a uses that will serve the 42-unit low-income housing project Creekside Terrace in the community of Mariposa.
- Creekside Terrace was able to leverage over two million dollars ($2,000,000) in a No Place Like Home Grant to establish eleven (11) units within the housing development that serve the homeless population.
- Adopted a resolution accepting the Transitional Housing Program allocation.
- Approved the 2021 Low Income Home Energy Assistance Program agreement with the California Department of Community Services and Development in an amount not to exceed $595,768 to provide energy assistance payments.
- Approved a five-year memorandum of understanding with Alliance for Community Transformation to work together to provide homeless youth emergency services and housing in Mariposa County.
- Approved the certification instructions and funding conditions to accept $250,000 for the Home Safe Program through the California Department of Social Services.
- Approve the certification instructions and funding conditions to accept $250,000 for the Housing and Disability Advocacy and Prevention Program through the California Department of Social Services.

Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

- Received First Time Homebuyer Assistance grant funds through the California Home Investment Partnership Program (HOME) and Community Development Block Grants (CDBG). Also received funds through these programs for an owner-occupied housing rehabilitation program
- Committed funding to support Habitat for Humanity of Mariposa County.
- Working with Nevada, Amador and Calaveras counties to develop an accessory dwelling unit (ADU) workbook for the Mother Lode region. The workbook will be an outreach and educational tool as well as a step-by-step guide to ADU construction.
- Participating in the Integrated Mobility and Housing Strategies study to assess housing and transportation related to Yosemite National Park and will provide development recommendations for workforce housing.

Submitted grant applications for the following:

- Approved an application for Local Early Action Planning Grant Program funds.
- Approved an application for Regional Early Action Planning Grant Program funds.
- Authorized the Mariposa County Health and Human Services Agency to apply for the Housing and Disability Advocacy and Prevention Program through the California Department of Social Services.
- Approved submission of a grant application for the Homeless Housing Assistance Prevention Program and approved the Health and Human Services participation in the program through the Amador Tuolumne Community Action Agency; the approval of the submittal also redirected the County's allocation portion of $87,316 as leverage to the project.

Housing and Vacation Rental Conversion

Program 4.2 of the 2019-2024 Housing Element requires the County to periodically evaluate the effect of the conversion of housing units to vacation rentals. Specifically, Program 4.2 reads as follows:

> *"The County shall periodically evaluate any potential nexus between the reduction in the County's supply of housing and the conversion of units to vacation rental units. The study shall evaluate any effect of conversions on the supply of housing for all economic segments of the community and the supply of affordable employee housing, in particular. Should such a study determine that the annual or cumulative number of conversion of units adversely affects the supply of housing for any economic segment of the community, the study shall consider appropriate measures to mitigate impacts."*

The 2019-2024 Housing Element summarizes the situation as of 2018 as follows:

> *"There has been concern among those seeking to find affordable housing, rental housing in particular, that vacancy rates in the County are increasingly adversely affected by the number and rate of conversions of units to transient occupancy (vacation rentals). County records demonstrate an increasing rate of conversion. During the 10-year period 2000-2009, the County approved 243 vacation rental occupancies, one of which became inactive. During the five-year period 2010-15, 247 new vacation rentals were created (243 approved, with 52*

Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

applications under review, and 48 noted as inactive). The increase in the rate and number of conversions has exacerbated the cumulative effect on the housing supply, in part because conversions have not been offset by new construction. In 2010 the number of conversions over the previous 10 years (243) represented 2.3% of the total number of housing units (10,188). By 2014, the cumulative number of conversions (432) represented 4% of the housing supply (10,386 housing units). However, the number of housing units increased by a mere 1.9% between 2010 and 2014, not enough to replace units lost due to conversion. By 2015 the cumulative number of conversions was approximately 5% of the housing supply. By the end of 2018, the number of vacation rentals totaled 671, representing 6.4% of the housing supply (10,429 housing units[2]). This relationship between a relatively static housing supply and the ongoing and increasing rate of conversion is expected to continue. Regardless of the fluctuations in the rate, the cumulative effect of conversion on the supply of housing is significant. However, the effect of conversions on the supply of housing affordable to above- and below-moderate income households cannot be determined without careful evaluation. Variables to consider in such an evaluation include effects on owner vs. rental occupancies, whether converted units would otherwise be available to households with specific income characteristics, and the relationship between active and inactive vacation rentals."

By the end of 2021, the number of vacation rentals and bed and breakfasts in Mariposa County totaled 720. This was up from the end of 2020 total of 685 (staff believes that the COVID-19 Pandemic slowed the increase in vacation rental and bed and breakfast units in 2020 and 2021, as travel throughout the county and state was restricted to essential businesses and Yosemite National Park was closed or had restricted access for extended periods of time). This is estimated to be approximately 7.3% of the total housing supply (9,760 housing units[3]). A detailed analysis has not been conducted, so it is not possible to definitively quantify the effects of conversion on the supply of affordable to above-moderate income levels. However, even without a detailed analysis, it is evident that the construction and availability of new housing units is not keeping pace with the rate of conversion to vacation rentals. Housing units for purchase and housing units for rent are increasingly difficult to find. Anecdotal information suggests the lack of available housing has resulted in the following economic development and rural character impacts:

- Hours for local businesses are limited, due to limited available employees.
- Developer willingness to make investments to existing businesses is limited, due to lack of available housing for needed additional employees.
- There is a need for new job generating developments and existing businesses to address availability of housing as part of their projects. Businesses need employees to be successful and employees need locally available housing.
- Higher level positions at Park are increasingly difficult to fill or are going unfilled because there isn't available housing.

[2] *U.S. Census Bureau, 2013-2017 5-Year American Community Survey, TableDP04: Selected Housing Characteristics and Certificates of Occupancy issued in 2018 by the Mariposa County Building Department*

[3] *U.S. Census Bureau, 2014-2018 5-Year American Community Survey, TableDP04: Selected Housing Characteristics and Certificates of Occupancy issued in 2019 and 2020 by the Mariposa County Building Department*

Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

- Character of some residential neighborhoods is being impacted by vacations rental occupants.

The following table shows the rate of conversion of existing residences to vacation rentals (number of new vacation rental facilities) and the number of new dwelling permits issued for each calendar year. The number of new dwelling permits issues has not kept pace with the number of new vacation rentals for the previous 5 years. In 2020, for the first time in 5 years there were 17 more new residential units created than new vacation rentals. In 2021, there were 12 more new residential unit construction permits issues than new vacation rental permits. This is likely due to the ongoing pandemic and associated travel restrictions.

YEAR	NUMBER OF NEW VACATION RENTAL FACILITIES	NUMBER OF NEW DWELLING PERMITS	DIFFERENCE NEW PERMITS VS NEW VACATION RENTAL (negative number represents a net loss of available housing units)	NUMBER OF CERTIFICATES OF OCCUPANCY
2014	35	49	**14**	
2015	66	54	**-12**	
2016	74	47	**-27**	**47**
2017	64	37	**-27**	**37**
2018	72	56	**-16**	**48**
2019	71	63	**-8**	**60**
2020	39	56	**17**	**29**
2021	35	44	**12**	**45**

Staff notes:

1. Housing availability has been impacted by **the Detwiler Fire in 2017, when 70 dwelling units were destroyed.**
2. There are currently two development projects which include housing units that have been approved, one of which commenced construction in 2021. This is a 42-unit affordable housing complex (rental apartments) approved by the Board of Supervisors in 2019. The other is a 96-unit workforce housing complex (rental apartments). This complex is a component of the Brown Bear project. Work has not commenced on that project. In December 0f 2021 the applicant amended the project and indicated that they would not likely be pursing the 96-unit housing component of the project, however, intends on proceeding with housing at another site they own in the town of Mariposa in the future.They could still build out the origial project 96-units as it is entitled, No new application fo ran addional site has been submitted to date. Both of these projects are located in the town of Mariposa.

Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

3. Of the number of building permits issued for housing in 2021, two (2) were for detached, affordable units.

LAFCo Project to Amend Mariposa Public Utility District (MPUD) boundaries for Future Housing Development Opportunities

An agreement was executed between the county and an engineering firm in 2021 to update the Municipal Services Review document that is a necessary component of amending MPUD's boundaries. These actions are necessary in order for MPUD to expand their community water and sewer services to unserved areas in the Mariposa Town Plan area (including the identified expansion area for the plan), for additional high-density housing growth.

Other Implementation Activities

As mentioned above, the Mariposa County General Plan is comprised of sixteen (16) chapters or elements. The section below list some highlights towards implementation in some of the elements contained in the General Plan. A full list of General Plan implementation measures is attached to this report.

Land Use Element

- Planning staff continued to work collaboratively with consultant Mintier Harnish on the draft development code. When complete, this project will implement many of the implementation measures contained in the General Plan and will codify recent state law changes.

Accessory Dwelling Units (ADUs) and Junior Dwelling Units (JADUs)

Recent changes in State law regarding Accessory Dwelling Units and Junior Dwelling Units have been made to encourage the development of these types of residential units. Staff will be reviewing current County Code in relation to current State laws to ensure County Code is in compliance with current regulations. It is anticipated that Planning staff will be bringing an item for Board of Supervisors consideration in the short term with amendments to County Code to ensure that there is clarity regarding accessory dwelling units and junior dwelling units. As noted above, the county is partnering with Nevada, Amador and Calaveras counties to develop an ADU workbook for the Mother Lode region. The workbook will be an outreach and educational tool as well as a step-by-step guide to ADU construction. Also as noted above, the county's new development code will address accessory dwelling units, density bonuses for affordable housing and single room occupancy units.

Agriculture Element

- TerraCount grant progress- through a Department of Conservation grant ($100,000) project work for determining the greenhouse gas and carbon sequestration values of Agriculture and Working landscape lands proceeded in 2021. Estimated completion of project is by

Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

spring of 2023. This contributes to meet the General Plan greenhouse gas reduction strategy.

- Sustainable Agriculture Lands Conservation grant ($245,639) project moved forward in 2021 for implementation of an Agriculture and Working Landscape Conservation Plan. Estimated completion summer 2023.

Conservation and Open Space Element

- Approved grant agreement with California Air Resources Board Carl Moyer Memorial air Quality Standards Attainment Program for fiscal year 2020-2021.

Circulation, Infrastructure, and Services Element

- Applied for a $168,207 grant under the State Sustainable Transportation Planning Grant Program which will be used to update and improve the County's 2011 Bicycle and Pedestrian Transportation Plan as well as study new cyclist and pedestrian corridors within existing right-of-way in populated areas of the County to insure that safe non-vehicular transportation opportunities are delivered where possible to the various communities of Mariposa County.
- Awarded $55,000 contract to develop the short-range transit plan.
- Approved a grant agreement with Caltrans to fund the Local Roadway Safety Plan for an amount not to exceed $80,000.00.
- Approved the Transportation Planning Overall Work Program for fiscal year 2021-2022.
- Approved the 2022 Regional Transportation Improvement Program.

Safety Element

- Approved the submittal of an application to the FEMA Hazard Mitigation Grant Program to support implementation of a Forest Management Plan for 320 acres in the Midpines area.
- Approved submittal of an application for the California Climate Investments Fire Prevention Grant through CAL FIRE for purchase and maintenance of equipment.
- Approved a letter of support for a grant application submitted by the Mariposa County Resource Conservation District for a Regional Home Hardening Public Education Program Grant 20-FP-MMU-002.
- Approved a letter of support for a grant application submitted by the Mariposa County Resource Conservation District for Phase II of the current CAL FIRE Forest Health Grant 20-FH-MMU-002.
- Approved a letter of support for a grant application submitted by the Mariposa County Resource Conservation District for Southern Sierra All Lands Restoration and Recovery 20-FH-MMU-063.
- Approved a letter of support for a grant application submitted by the Mariposa County Fire Safe Council for Alta Vista Fuel Break Project 20-FP-MMU-0051.
- Approved a letter of support for a grant application submitted by the Mariposa County Fire Safe Council for Mariposa countywide brush and chip 20-FP-MMU-063.

Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

- Accepted California Climate Investments Fire Prevention Grant award through CAL FIRE in the amount of $267,842.00 for purchase and maintenance of equipment for fuel reduction projects.
- Continued employment of the Public Information Mapping program through GIS application. This program aids county response to emergency events and informs the public with current evacuation information.

Economic Development Element

- Conducted annual review of accomplishments of the Economic Development Strategic Plan (Economic Vitality Strategy)

The Planning Department, Arts Council, and the consultant team hired with funding from the National Endowment for the Arts "Our Town" grant program conducted extensive stakeholder engagement to support the Creative Placemaking Master Plan. This effort was highlighted by the "This Must be the Place" photo documentation project, as well as the Ah-Lo'-Mah' and Seed Share installation, located along Mariposa Creek. The input collected through the engagement phases of the project integrated into a final plan that is anticipated to be delivered to the Board of Supervisors for adoption in spring 2021. The Creative Placemaking Master Plan will support Mariposa's unique cultural identity and facilitate regionally inclusive creative placemaking projects that will:

  - Promote a portfolio of authentic, engaging experiences that encourage tourists to stay in--rather than simply pass through--Mariposa en route to Yosemite. In turn, this will have a profound impact on local businesses and artists;
  - Increase community attachment and civic engagement by promoting equitable placemaking investments and production of placemaking deliverables that are more representative of Mariposa's diverse and rich identity;
  - Establish cross-sector partnerships between the arts community, government agencies, conservation and agricultural interests, tribal populations, human services organizations, and businesses to increase our community's capacity to apply creative placemaking in support of our economy; and
  - Integrate creative placemaking efforts into existing and future infrastructure.

- Prepared and published Request for Proposals (RFP) for LAFCo project to amend the MPUD sphere of influence and service area boundaries, and to update the Municipal Service Review document for MPUD. These actions are necessary in order for MPUD to expand their community water and sewer services to unserved areas in the Mariposa Town Plan area (including the identified expansion area for the plan), for additional economic development opportunities, including both commercial and light industrial development. Funding for the project was withdrawn in late March 2020, prior to contracting, due to anticipated budget impacts resulting from the onset of the COVID-19 pandemic. Contracting was completed in June of 2021. Public process to follow in 2022.
- Board of Supervisors initiated General Plan/Zoning Amendment to include policy and code provisions for Rural Event Venues.
- Draft policy for development incentives presented to the Board of Supervisors by Administration. Direction to staff was given.

Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

- Processed Resolution Allowing Temporary Outdoor Activities to provide relief to businesses during COVID-19 restrictions.

Local Recreation Element

- Adopted the Recreation and Resiliency Master Plan. Several key provisions of the Plan are being implemented, including those related to aligning strategic fuel breaks and vegetation management work with passive recreation objectives.
- Applied for two grant applications for the FEMA Hazard Mitigation Grant Program and for the development of a recreation and resiliency center in the town of Mariposa.
- Presented with the 2020 American Planning Association Central Section planning awards for excellence and achievement in planning in the Best Practices category for the Mariposa County Recreation and Resiliency Master Plan and the Urban Design category for the Mariposa Creek Parkway Master Plan.
- Authorized grant-funded restoration activities to commence in the Phase II and Phase III segments of the Mariposa Creek Parkway.
- Approved agreement to complete the Mariposa Creek Parkway Phase IV special plan in an amount not to exceed $460,000.00.

Regional Tourism Element

- Submitted an application for Caltrans fiscal year 2021-22 Sustainable Communities Transportation Planning Grant to develop a special plan for the Phase IV segment of the Mariposa Creek Parkway
- Approved an agreement with Sierra Foothill Conservancy to complete the Mariposa Creek Parkway Restoration Project in an amount not to exceed $400,000.00.
- Received a $4.4 million grant from the Caltrans Active Transportation Program, which will fund implementation of the Phase III segment of the Mariposa Creek Parkway project.
- Received a $460,000 grant from the Caltrans Sustainable Communities planning grant program to develop the Creek Parkway Phase IV Special Plan for the former Pfremmer property.
- Tentatively awarded a grant to plan and design the Creek Parkway Phase III trailhead.
- Received a $415,000 grant from the Wildlife Conservation Board to conduct an environmental restoration of the Phase II and Phase III segments. Work on the restoration began in 2021 and will continue through 2023.
- Approved the submittal of an application to the National Endowment for the Arts Our town Grant Program to fund the “Working Landscapes, Working Artists” projects.
- Approved the Creative Placemaking Strategy directing the Mariposa County Planning Department and Arts Council to work on implementing the document’s recommendations. To that end, the partnership, in addition to the grant application cited above to the National Endowment for the Arts, applied to the Caltrans Clean California grant program to implement key recommendations of the Strategy.

Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

- Continued work on the development of the Merced River Trail Vision Plan, including extensive community engagement to shape the vision plan's recommended goals and project actions.
- Through a partnership with EPA participated in both the Targeted Brownfield Assessment and Land Revitalization Technical Assistance programs to advance efforts to restore the Miller Gulch property and incorporate it into the Merced River Trail project.

Informational Document

This document, the Annual Report, does not create or alter policy; it is simply a reporting document. The content is provided for informational purposes only and is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306.

General Plan Amendments

Each year a county may amend its adopted General Plan on four separate occasions. There is no limit to the number of changes that it may adopt at any one of these times, nor is there a requirement that a county must amend its General Plan. Typically, one of the four opportunities is reserved exclusively for changes that are proposed or sponsored on behalf of the general public by the Planning Commission and/or the Board of Supervisors. At the other three times of the year, requests from private individuals may also be considered for adoption.

Planning Commission Action

The Planning Commission adopted Resolution No. 2022-13 at their meeting of November 18, 2023, recommending the Board of Supervisors adopt a resolution accepting the 2021 General Plan Annual Report.

Recommended Actions

Following consideration and public testimony on the 2021 General Plan Annual Report, the Planning Commission Recommends that the Board of Supervisors take the following actions:

1. Consider any changes that should be made to the 2021 General Plan Annual Report;

2. Adopt a resolution to accept the 2021 General Plan Annual Report and direct staff to forward the final resolution for the 2021 General Plan Annual Report to the State Department of Housing and Community Development and the State Office of Planning and Research.

Attachments:
1. Housing Element Implementation Tables/Annual Progress Report
2. Strategic Implementation Work Plan Task List
3. General Plan Implementation Measures
4. Resolution

Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

2021 MARIPOSA COUNTY Housing Element Annual Progress Report

General Information

First Name	Steve	**Street Address**	PO Box 2039	**Phone**	2099665151
Last Name	Engfer	**City**	Mariposa	**Email**	sengfer@mariposacounty.org
Title	Deputy Director	**Zip Code**	95338		

Comments: Include any additional information or explanation for the information provided in the following tables.

Jurisdiction	Mariposa County - Unincorporated	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	08/31/2019 - 08/31/2024

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		12
Total Units		**12**

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
SFA	0	25	16
SFD	0	20	11
2 to 4	0	0	2
5+	0	0	0
ADU	0	2	2
MH	0	12	17
Total	**0**	**59**	**48**

Housing Applications Summary	
Total Housing Applications Submitted:	41

Number of Proposed Units in All Applications Received:	41
Total Housing Units Approved:	46
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	**Rental**	**Ownership**	**Total**
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

2021 MARIPOSA COUNTY Housing Element Annual Progress Report

TABLE B - Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Income Level	RHNA Allocation	Restrictions	Year 1 - 2019	Year 2 - 2020	Year 3 - 2021	Year 4 - 2022	Year 5 - 2023	Year 6 - 2024	Year 7 - 2025	Year 8 - 2026	Year 9 - 2027	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low*	51	Deed restricted	0	0	0	0	0	0	0	0	0	0	51
		Non-Restricted	0	0	0	0	0	0	0	0	0		
Low	26	Deed restricted	0	1	0	0	0	0	0	0	0	1	25
		Non-Restricted	0	0	0	0	0	0	0	0	0		
Moderate	37	Deed restricted	0	0	0	0	0	0	0	0	0	0	37
		Non-Restricted	0	0	0	0	0	0	0	0	0		
Above Moderate	81		63	55	12	0	0	0	0	0	0	130	0
Total Units			**63**	**56**	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**131**	
Total RHNA	**195**										**Total Remaining Need for RHNA Period**		**113**

***Note: Units serving extremely low-income households are included in the very low-income permitted units totals**

Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

2021 MARIPOSA COUNTY Housing Element Annual Progress Report

TABLE D - Program Implementation Status

Program Description	Housing Programs Progress Report - Government Code Section 65583		
Name of Housing Element Program	**Objective**	**Timeframe in H.E.**	**Status of Program Implementation**
1.1	The Planning, Building and Health Departments shall annually review permit procedures to reduce the cost and time of processing housing development. Based on this review, the County may develop procedures to further streamline and/or expedite permit procedures specifically for housing projects accommodating lower income households.	January of each year (Annual General Plan Review)	Ongoing
1.2	The Building Department will not impose any requirement for construction other than those mandated by State law, the General Plan, or those necessary to maintain the health and safety of citizens.	2019-2024	Ongoing
1.3	Mariposa County will require replacement housing units subject to the requirements of Government Code Section 65915, subdivision (c)(3) on sites identified in the site inventory (Appendix A) when any new development (residential, mixed-use or non-residential) occurs on a site that has been occupied by or restricted for the use of lower-income households at any time during the previous five (5) years. This requirement applies to: • Non-vacant sites; and • Vacant sites with previous residential uses that have been vacated or demolished.	The replacement requirement will be implemented immediately and applied as applications on identified sites are received and processed.	Ongoing

2.1	The Comprehensive Housing Program Implementation Study was approved by the County Board of Supervisors on June 19, 2018. The Study includes a list of Action Items that will help facilitate the development of housing for all income groups, including special needs groups. The County shall pursue grant funding to 1) implement the Action Items listed in the Study; and 2) update the Comprehensive Housing Program Implementation Study and associated Housing Condition Survey by the within the 2019-2024 Housing Element planning period. Possible funding can be through application to the California Department of Housing and Community Development (HCD) for Senate Bill 2 funding, which provides funding and technical assistance to help jurisdictions prepare, adopt, and implement plans and process improvements that streamline housing approvals and accelerate housing production. Particular attention shall be given to programs that promote and facilitate the development of affordable housing, specifically, housing for extremely low, very low, low and moderate income households.	Implement Recommendations: By end of 2024 Apply for funding as funding is available Update Comprehensive Housing Program Implementation Study by end of 2024	Ongoing

2.2	The County of Mariposa shall collaborate with the National Park Service and its concessioner, the County's lodging industry, and private enterprise to resolve housing issues. The County shall: a) Coordinate with the NPS, Yosemite National Park concessioner, and adjacent Yosemite National Park gateway communities to address housing needs, considering the conclusions and recommendations of the Merced River Plan (2014). b) Continue to collaborate with the NPS on the Yosemite Area Regional Transportation System (YARTS) to provide reliable and affordable transportation for people who live in Mariposa County communities and have jobs in Yosemite Valley or the City of Merced. c) Complete and implement recommendations of the Town of Mariposa Transportation Center Feasibility Study Phases I and II and related implementation programs and projects to support and establish effective inner- and inter-County transit and transportation between Mariposa and Yosemite National Park and to provide regional transportation services for employees and residents. d) The County shall leverage its authority and access to funding sources to assist in the development of workforce housing for tourism industry employees. Efforts shall include: 1. Rehabilitation or replacement of housing units within areas of joint NPS and County jurisdiction; 2. Identification of appropriate locations within Special Planning Areas, Town Planning Areas and Community Planning Plans for the development of workforce housing; and 3. Identification and rehabilitation of housing for persons with very low, low and moderate incomes.	2019-2024	Ongoing

2.3	The County shall promote, support, and assist public agencies and private entities to apply for funds from available state and federal programs to provide very low, and low to moderate income housing. The County will: a) Identify sites where low and moderate income housing is supported by proximate transportation amenities and services, development policies and regulations, and infrastructure; b) Apply for state and federal funds on behalf of housing providers when funding sources require public agency involvement; c) Support funding applications by housing providers; d) Offer and support regulatory and financial incentives, such as density bonuses and fee waivers, for projects that include housing units affordable to very low- and/or low-income households.	Implmentation of the Comprehensive Study in 2019-2024	Ongoing
2.4	The County shall review Sections 17.108.100 and 17.339.020 of the Zoning Ordinance, and if necessary, amend these sections to modify the Density Bonus Ordinance to be consistent with Sections 65915 through 65917 of the Government Code. The County shall modify ordinances to be consistent with the density bonus standards identified in Government Code Sections 65915 – 65917. The County will apply current State Law to any density bonus request prior to any revision of related local ordinances. During this update, the County should also consider the appropriateness of offering density bonuses to developers proposing workforce housing projects on larger properties, when the facility will be limited to workforce housing for a defined period.	Adopt Revisions as part of Zoning Code Update	Being reviewed as part of Zoning Code update

2.5	The County shall continue to allow accessory dwelling units (ADUs) in conjunction with single-family residences in conformance with state law. The County shall review and amend the, Zoning Ordinance (Title 17), Mariposa Town Plan, Coulterville Town Plan, Fish Camp TPA Specific Plan, and if necessary, Title 15, Buildings and Construction to be consistent with State law. As part of this update, the County will pursue amendments to implement Junior Accessory Dwelling Units (JADUs) as allowed by State Law. JADUs and ADUs will not be eligible for conversion to vacation rental occupancies. Dwelling units developed pursuant to the county's existing "secondary residence" provisions (not benefiting from current housing law concessions for ADUs and JADUs) may continue to be eligible for vacation rental occupancies.	Adopt Revisions as part of Zoning Code Update	Ongoing and being reviewed as part of Zoning Code update
2.6	The County shall continue to allow manufactured housing and mobile homes on single-family lots in residentially zoned areas, maintain mobile home park zoning, and will not adopt unreasonable restrictions regarding their size or architectural features which would prevent manufactured housing or mobile homes from being placed in these areas.	2019-2024	Ongoing
2.7	In an effort to address temporary seasonal housing within the County, the County will process an amendment to the Zoning Ordinance to define the limits of stay and development standards within existing and new Recreational Vehicle (RV) parks within the County. These extended stay RV parks would be reviewed as high-density residential uses.	Adopt Revisions as part of Zoning Code Update	Being reviewed as part of Zoning Code update
2.8	The County shall actively support homeownership programs. These programs shall be specific to ongoing, permanent housing program administration and management initiatives resulting in the development, maintenance and rehabilitation of housing for all economic segments of the community and unique housing needs.	By end of 2020	Ongoing
2.9	As allowed by State and Federal laws, the County will target and market its programs so that local residents and workers have an equal or preferential opportunity to participate.	2019-2024	No status

Packet Pg. 664
J.3.a
Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

2.1	The County will monitor other jurisdictions' adoption of codes and policies, to enable occupancy of Park Trailers (a recreational vehicle, as defined by State Law), as an ADU. The County may pursue a County Code amendment, to facility this program, if legality is determined.	2019-2024	Completed.
3.1	Whenever the County updates its zoning ordinance, general plan or area plans, it shall ensure that enough land is set aside for all types of residential development, including mixed-use development provisions. The County will annually review its General Plan for potential adjustments. Every five years the County anticipates updating the plan to reflect new information and priorities for the short-term (less than five years), mid-term (five to ten years), and long-term (more than ten years). During these update periods, the County may adjust land use designations to reflect changing needs and demands for housing.	Annual review with potential revisions every five years.	Ongoing
3.2	The Planning Department will conduct land use surveys in Planning Areas as plans are prepared to identify vacant land that is residentially zoned or has residential potential, or can be served with water or sewer service. The Planning Department will use this information to identify the highest and best use for lands that could support higher residential densities.	2019-2024	Ongoing
3.3	The County shall assist special districts to expand and improve their sewer or water service capabilities consistent with the General Plan through assistance in accessing grants and loans from state and federal agencies and funding technical and planning studies, if needed to support such applications. The County Water Agency is actively involved in the protection and development of water resources and works with independent and dependent Special Districts by providing funds. The Water Agency of the County meets and provides opportunities for districts and other agencies in water development to discuss projects and needs. The County's assistance efforts shall include:	2019-2024	Ongoing

3.4	The County shall update its Geographical Information System (GIS) to evaluate and identify residential development for land beyond the Mariposa, Fish Camp, Wawona Town and Coulterville Planning Areas and other Planning Areas served by community water and sewer. As data and information becomes available, it shall be incorporated into Chapter 4 of the 2019-2024 Housing Element.	2019-2024	Ongoing
3.5	The County shall collaborate with the Yosemite National Park concessioner to provide affordable workforce housing within areas that have adequate infrastructure and services capable of supporting such housing.	2019-2024	Ongoing
3.6	Upon adoption, the County shall deliver a copy of the Housing Element to water and sewer providers within the County and shall coordinate with said providers to assure procedures are available to grant priority service to developments within their service area which are to be made affordable to lower income households.	Immediately upon adoption of the 2019-2021 Housing Element	Completed.

4.1	The Comprehensive Housing Program Implementation Study was approved by the County Board of Supervisors on June 19, 2018. The Study includes a list of Action Items that will help facilitate the development of housing for all income groups, including special needs groups. The Comprehensive Housing Program Implementation Study included an Evaluation of Mariposa County Housing Conditions to evaluate and implement programs that address preservation and maintenance of housing for all economic segments of the community. The County shall implement the Preliminary Recommendations of the Housing Conditions Report and in coordination with the implementation of Program 2.1, shall actively apply for Funding. Residential Rehabilitation - The County shall evaluate the use of both State Community Development Block Grant (CDBG) Program and USDA programs to create a robust rehabilitation effort targeting units affordable to extremely low, very low, low and moderate income residents throughout the County. Rental housing units assisted by the County will include restrictive covenants to ensure that they remain affordable (as defined by HCD) to the prospective or existing tenants for a term that is either: a) the initial term of the rehabilitation loan or, b) five years, whichever is longer. In establishing priorities for rental housing rehabilitation, the County will implement the federal preference for households residing in substandard housing for Housing Choice Voucher Rental Assistance Program. Units rehabilitated through any program shall not be permitted to be used for Vacation Rental Occupancy, Bed and Breakfast or other transient stay. Such funds may be used to rehabilitate structures used or intended for use as Transitional, Supportive, and	Complete Housing Conditions Survey; 2020-2021 Program Funding; 2020 Program Implementation: 2019 - 2024	Housing Conditions Survey not started; Ongoing

Packet Pg. 667
J.3.a
Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

	Emergency Homeless housing.		
4.2	The County shall periodically evaluate any potential nexus between the reduction in the County's supply of housing and the conversion of units to vacation rental units. The study shall evaluate any effect of conversions on the supply of housing for all economic segments of the community and the supply of affordable employee housing, in particular. Should such a study determine that the annual or cumulative number of conversion of units adversely affects the supply of housing for any economic segment of the community, the study shall consider appropriate measures to mitigate impacts.	2020 and at five-year intervals	Ongoing. Reviewed as part of General Plan Annual Report
4.3	Because Code Enforcement compliance is primarily complaint based, the County will continue to encourage voluntary code compliance by providing guidance and technical assistance to residents who wish to make their own repairs.	2019-2024	Ongoing
4.4	The County will continue to enforce adopted Housing, Electrical, Fire Prevention Codes and the Health and Safety Regulations.	2019-2024	Ongoing
4.5	The County shall collaborate with the National Park Service and its concessioners to facilitate homeowner loans for remodeling, rehabilitation, or replacement for areas of housing within Old El Portal.	2019-2024	Ongoing

4.6	The County shall update the 2003 Housing Condition Survey Report to determine the overall condition of housing stock in Mariposa County. Results of the survey are to be published on the County's website. The County shall pursue State and Federal Grant funding to be used for rehabilitation and targeted efforts. Actions to be taken for the preparation and following the results of the Survey include but are not limited to: a) Apply for CDBG and/or Senate Bill 2 Planning Grants for the preparation of the Housing Condition Survey; b) Apply for HOME and CDBG grant funds for rehabilitation projects identified as part of the Survey; and c) Contact homeowners identified in the Survey as having a home qualifying for the rehabilitation program. available State and federal programs to provide housing for households with special needs, including the disabled, elderly and very low and low income households.	Housing Condition Survey complete by Summer 2020	Not complete yet
5.1	On an annual basis thereafter, Mariposa County shall evaluate special housing needs and related programs.	2016-2019	Annually
5.9	The County will provide expedited development project review, fee waivers and, if funding is available, infrastructure subsidies to encourage the construction of housing for senior citizens and employees in locations that provide efficient and cost effective access to governmental, commercial and medical facilities.	2016-2019	Ongoing
5.1	The County shall enable, through zoning regulations, non-profit and for-profit organizations, and individuals to provide child day care facilities in appropriate areas of the County.	Annually review Programs specific to special housing needs.	Ongoing

5.2	The County will provide assistance to developers of affordable housing consisting of housing to accommodate special needs residents by providing information regarding sites identified in the Housing Element for development of affordable housing and housing for the special needs population, streamlining development review, and providing fee waivers for those proposing to develop such housing.	2019-2024	Ongoing
5.3	The County shall provide information on available sites identified in the Housing Element, provide development fee waivers, and expedite processing for projects that include housing units for lower income categories (Extremely Low, Very Low and Low). The County shall annually update the list of sites suitable for development of affordable housing contained in the Housing Element. The County shall prioritize such assistance to organizations and individuals proposing to develop housing for extremely low-income households.	2019-2024	Ongoing
5.4	The County shall identify funding opportunities and establish collaborative private/public partnerships to encourage the development of senior rental and for-sale housing, congregate care facilities, assisted living facilities, and convalescent hospitals to meet the needs of County residents.	2019-2024	Ongoing
5.5	Provide information to the public regarding adopted regulations and standards that allow 24-hour community care facilities (group homes) for seven or more persons with disabilities. The County shall develop an informational brochure and make it available at all County Department Offices and on-line. This brochure will include information related to the County's adopted regulations and standards for 24-hour community care facilities.	By end of 2019, and updated annually, as needed	Not started

5.6	The County shall refer residents to the Central Valley Regional Center (Fresno) for housing and services available for persons with developmental disabilities. Information on these services shall be provided on the County's website. As available, the County may pursue State and Federal monies for direct support of housing construction and rehabilitation specifically targeted for housing for persons with developmental disabilities.	2019-2024	Ongoing
5.7	The County shall support and facilitate non-profit organizations and individuals with interagency review, staff time and expertise in applying for funds from available State and federal programs to provide housing for households with special needs, including the disabled, elderly and very low and low income households.	2019-2024	Ongoing

5.8	Each January, the Health and Human Services Agency, along with community partners, will conduct a Point in Time Count to learn about the on-going needs of the homeless population and to compare those needs to surveys conducted the previous year. From this information, goals will be updated at least every 3 years to ensure the County is able to address the specific needs of the population regarding housing, living conditions, family circumstances, access to and use of social services and employment. Needs may be addressed by the following (including but not limited to): • Seeking and applying for grants and resources to fund program; • Developing and implementing programs and strategies to meet the needs of the homeless community; • Acting as a liaison with community partners, landlords, the Stanislaus County Housing Authority, the Central Sierra Continuum of Care, and other entities identified as part of the Comprehensive Housing Program Implementation Study; • Managing and administering existing programs in the Department including Rapid Rehousing, CalWORKs Housing Support Program, the HUD CoC Permanent Supportive Housing Program and the County's Mental Health Transitional Housing Program; adding additional programs or revising existing programs as needs change.	2019-2024	Ongoing
5.9	The County will provide expedited development project review, fee waivers and, if funding is available, infrastructure subsidies to encourage the construction of housing for senior citizens and employees in locations that provide efficient and cost-effective access to governmental, commercial and medical facilities.	2019-2024	Ongoing
5.1O	The County shall enable, through zoning regulations, non-profit and for-profit organizations, and individuals to provide child day care facilities in appropriate areas of the County.	2019-2024	Ongoing

Packet Pg. 672
J.3.a
Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

5.11	The County will take measures to encourage and facilitate the production of housing for permanent and seasonal employees, such as supporting applications for funding development, developer identification, maintaining an inventory of suitable sites, and ensure zoning and development standards facilitate a variety of housing types for seasonal employee housing needs. The County will review the zoning code to ensure that zoning and development standards encourage a variety of housing types for seasonal housing needs, including multi-family, manufactured housing, mobile homes, single room occupancy, boarding houses, second units, workforce residential neighborhoods, and extended stay RV parks. Pursuant to Program 2.4, the County will evaluate the appropriateness of offering density bonuses to developers proposing workforce housing projects on larger properties, when the facility will be limited to workforce housing for a defined period. The definition of and allowances for employee housing, as contained in the Zoning Ordinance, will be evaluated to determine the appropriateness of allowing clustered housing, co-housing and other potential alternative housing facilities to accommodate the housing needs of seasonal workforce employees. The County will encourage the development of housing for seasonal employees by assisting interested developers with applications for funding and assisting in application processing to mitigate any potential processing constraints. The County will develop an informational brochure illustrating the possible funding sources and other County incentives for the development of seasonal employee housing and provide this brochure at the Planning Department and web site.	Review County Zoning Code in 2020 and incorporate amendments into Zoning Code Update Develop informational brochure within one (1) year following the adoption of the Housing Element Ongoing review of Zoning Code and County Policies during the Planning Period of 2019 – 2024	Zoning Code update in process

5.12	The County will support Self-Help Enterprises, a Non-Profit Housing and Community Development Organization, in obtaining Low-Income Housing Tax Credits (LIHTC) for Round 1 funding for the acquisition and rehabilitation of all twenty-four (24) units of the Mariposa Oaks project. The County will support Self-Help Enterprises in preparing applicable application(s), expedited processing of planning and building permit application(s) and other support as necessary. The County will monitor the acquisition and rehabilitation projects, as well as other low-income development projects to ensure that tenants are made aware of their rights and are noticed properly.	2019-2020	Support provided and on-going; Acquisition and rehabilitation of the Mariposa Oaks project has been completed.
5.13	The County will explore the feasibility of an amendment to the General Plan to increase the allowable residential density within the Mountain Home Zone (MHZ) and the Rural Residential Zone (RRZ) to allow for consistency with Section 17.108.100 of the County's Zoning Ordinance, for Planned or Cluster Residential Developments. If determined to be feasible, the County shall amend its General Plan to increase the allowable density within the MHZ and RRZ Zone Districts, for these developments.	2019-2020	Being reviewed as part of Zoning Code update
6.1	The County will offer home weatherization programs and support other agencies' efforts in this area by providing information to the public and referrals on weatherization assistance programs. Said support shall come in the form of staff time and availability to assist in seeking out Federal and/or State funding available for weatherization.	2019-2024	Ongoing
6.2	The County shall encourage passive solar design in new residential construction to reduce energy usage and costs.	2019-2024	Ongoing

6.3	The County shall initiate a General Plan Amendment (GPA) to modify the Mariposa County General Plan and Environmental Impact Report to be in compliance with the amended Guidelines for greenhouse gas emissions. This GPA will examine impacts for all mandatory and optional elements of the General Plan. The GPA shall evaluate policies and mitigation measures leading to reductions in emissions. This might include, but not be limited to: energy efficient building design, proper site and cooling systems, education of the public on existing incentives, and water efficient and properly located landscaping.	Complete a General Plan Amendment to be in compliance with CEQA Guideline Amendments by 2020.	Not started
7.1	The County shall continue to support economic diversification and higher wage employment to increase homeownership opportunities.	2019-2024	Ongoing
8.1	The County shall continue to apply for emergency housing funds from State and Federal sources and shall use awarded funds to develop and provide emergency housing.	Apply for funding annually	Ongoing
8.2	The County shall amend the Zoning Ordinance to clarify the definitions of emergency shelters, transitional housing, and supportive housing in accordance with Section 65582 of the Government Code, and as defined in the California Health and Safety Code. The County shall continue to permit such housing in accordance with Section 17.334.070 (transitional and supportive housing) and Section 17.320.020.A.1 (General Commercial Zoning District), Section 17.324.020.A.1 (Public-Quasi Public Zoning District) and Zoning Ordinance Section 17.336.130 (Emergency Shelter Standards).	Amend Zoning Code to clarify definitions of emergency shelters, transitional housing, and supportive housing in accordance with Section 65582 of the Government Code.	Part of Zoning Code update

8.3	Adopt, as necessary, amendments to the zoning ordinance to clarify allowances of residential and institutional uses related to the Single Room Occupancy housing. The Mariposa County Zoning Ordinance definition of "Hotel" includes a description of uses that include the concept of Single Room Occupancy (SRO). The Mariposa County Zoning Ordinance was amended in 2016 to include a definition of Single Room Occupancy (Section 17.148.010; Ordinance No. 1116). Mariposa County will incorporate regulations which specify allowances for this land use and include standards for the design and location of SROs within Town Planning Areas. While Mariposa County Code does not have specific residential uses called Single Room Occupancy, the code provides for a wide variety of housing types that serve these needs including, but not limited to, multi-family residential, single-family residential, and boardinghouses or lodging houses. The County will amend the code to clarify the allowances of Single Room Occupancy housing. Single Room Occupancies will not be eligible for Vacation Rental Occupancies.	Review Zoning Code for uses related to Single Room Occupancy housing, and if necessary, amend Zoning Code to clarify allowances in residential and institutional uses.	Being reviewed as part of Zoning Code update
8.4	Supportive housing shall be a use by right where multi-family and mixed uses are permitted, including nonresidential zones permitting multifamily uses, if the proposed housing development satisfies certain requirements as prescribed in Government Code Article 11, Section 65650 et. al. The County shall review and amend as necessary the Zoning Code to be consistent with Senate Bill 2162 (Government Code 65650).	Amend Zoning Code to be consistent with State law.	Being reviewed as part of Zoning Code update
8.5	The County shall review and amend as necessary the Zoning Code to be consistent with the Employee Housing Act (Division 13, Part 1 of the California Health and Safety Code, commencing with Section 17000.	Amend Zoning Code to be consistent with State law.	Being reviewed as part of Zoning Code update

9.1	Provide information and referrals concerning fair housing and housing discrimination to help ensure that fair housing practices are followed. Continue to refer complaints regarding discriminatory housing practices to the Stanislaus County Housing Authority and/or other Departments and Agencies developed identified in the Comprehensive Housing Program Implementation Study.	Ongoing	Ongoing
9.2	The County will post information on fair housing laws and the process for filing discrimination complaints in the library and its branches, on the County's website, and at all County offices.	Ongoing	Ongoing

Table B-1: Priority Work Tasks by Fiscal Year

Note: Items in red text are time-fixed and must be initiated in the identified fiscal year to comply with state or federal requirements.

Proposed Task #	Task Title/Description	Lead Department	Project Location	GP Impl. Programs	Potential Grant Funding	Recommended Level of Community Engagement	CEQA Options	Approximate Cost Range	Approximate Duration
Year 0 Tasks: Early-Phase FY 2017–2018 Tasks and Ongoing Activities									
0.1	**MEMORANDUM OF UNDERSTANDING FOR EL PORTAL TOWN PLAN** - Secure Memorandum of Understanding (MOU) with National Park Service to collaboratively initiate the El Portal Town Plan in fiscal year 2018-19. - Build MOU on collaboration models established through preparation of the Merced River Plan. - Agreement to include commitment to strategy to accommodate increased numbers of employees and housing units to be relocated outside of Yosemite National Park.	Planning	El Portal	5-1A(1)	—	Level 1: Inform	Exempt	Assigned staff (County)	3 months
0.2	**ONGOING TOURISM MARKETING AND ADVERTISING** - Continue to use the Mariposa County brand to increase the length of visitor stays, expand the tourist season into shoulder seasons, and incorporate special targeted activities for cultural tourism and agri-nature tourism.	Tourism Bureau, Chamber of Commerce	Countywide	13-5A(1)	—	Level 3: Involve	N/A	Assigned staff (County)	Ongoing
0.3	**GRANT APPLICATIONS AND ADMINISTRATION** - Continue to seek options for preservation, protection, or rehabilitation of historic resources through the use of federal and state grants and tax incentives. - Place particular emphasis on availability of SB 1, SB 2, and FEMA grant funding. - Form partnerships to seek grant funding to advance goals shared bewteen agencies, including infrastructure grants to support housing development in appropriate areas. - Continually work with the Collaborative Planning Dialogue (see Task 4.4) to secure partnerships and share grants administration responsibilities.	Board of Supervisors, Administration	Countywide	6-3B(1), 14-3A(1)	—	Level 1: Inform	N/A	Assigned staff (County)	Ongoing
								–	
Year 1 Tasks: Begin FY 2018–2019									
1.1	**COUNTYWIDE FIRE SAFETY STRATEGIC PLAN** -Seek FEMA disaster mitigation funding to complete a strategic plan for fire safety incorporating the Standards of Cover for the Mariposa County Fire Department identifying current and future fire service areas and standards. - Identify long-term capital improvements, rolling stock, equipment and supplies, and other major purchase items needed to maintain and improve fire safety. - Identify thresholds and capital facility needs for each of the existing and future service areas. - Revise and update the Standards of Cover and service area maps. - Consolidate local Community Wildfire Protection Plans (CWPPs) into a Countywide CWPP. - Identify land use, zoning, density, property maintenance and other standards that would improve fire safety.	County Fire, Fire Safe Council	Countywide	16-3A(1), 16-3A(2), 16-3A(3), 16-3A(4)	FEMA Hazard Mitigation, SB 1 (Caltrans - Adaptation Planning)	Level 2: Consult	Exempt	$40,000–$60,000	12 months
1.2	**MARIPOSA TOWN PLAN UPDATE** -Update the Mariposa Town Plan to include the identified expansion area and to provide land use policy guidance and recommend amended development regulations to be added to the Zoning Ordinance (Subtitle 17.300). - Incorporate provisions that expand locations for industrial uses near Mariposa Airport, and provide sufficient capacity to allow for potential expansion of office locations. - Ensure that the community plan defines "rural character" as it applies to the planning area and defines thresholds for uses deemed complementary to rural character. - Ensure that the community plan includes land area to accommodate local rural home industries that outgrow their home-based location. - Require water and sewer disposal to be provided from a centrally coordinated and managed system. - Expand locations for higher-density housing. - Ensure the plan addresses Housing Element objectives and policies and housing program administration. - Establish and annotate annexation process to add lands to utility service territories (e.g., SOI expansion, LAFCO process, service extensions, financial agreements). - Incorporate provisions of the Multimodal Transportation Feasibility Study being conducted by Mariposa County LTC.	Planning	Mariposa	5-1A(1), 5-1A(3), 5-2A(4), 5-4A(3)	SB 1 (Caltrans - Transportation Planning) *SB 2 (HCD - Affordable Housing) funds may be available to supplement in 2019*	Level 4: Collaborate	Covered by GP EIR (unless includes unanticipated service area annexations)	$100,000–$200,000	18 months
1.3	**COMPLETE MIDPINES COMMUNITY PLAN** - Continue staff work to facilitate community group meetings and prepare plan documentation in order to complete the Midpines Community Plan within one year. - Midpines Community Plan will provide General Plan-level land use policy guidance and may recommend customized development regulations to be added to the Zoning Ordinance. - Ensure that the community plan defines "rural character" as it applies to the planning area and defines thresholds for uses deemed complementary to rural character.	Planning	Midpines	5-1A(1), 5-1A(3)	—	Level 4: Collaborate	Covered by GP EIR	Assigned staff (County)	12 months
1.4	**EL PORTAL TOWN PLAN [*Note: In collaboration with National Park Service and Aramark and subject to negotiations on a Memorandum of Understanding with the National Park Service*]** - Area plan will provide General Plan-level land use policy guidance and may recommend customized development regulations to be added to the Zoning Ordinance. - Plan to be prepared in collaboration with National Park Service and Aramark. - Incorporate provisions that identify suitable locations to accommodate additional workforce housing uses necessary to support Yosemite National Park and sufficient capacity to allow for potential expansion of office locations. - Ensure that the plan addresses and is consistent with the Merced Wild and Scenic River Comprehensive Management Plan and EIS. - Ensure that the plan defines "rural character" as it applies to the planning area and defines thresholds for uses deemed complementary to rural character. - Ensure that the plan includes land area to accommodate local rural home industries that outgrow their home-based location. - Ensure the plan addresses Housing Element objectives and policies and housing program administration. - Address potential National Park Service approval/action. - Address potential need for National Environmental Policy Act (NEPA) action.	Planning	El Portal	5-1A(1), 5-1A(3), 5-4A(3)	*SB 2 (HCD - Affordable Housing) funds may be available in 2019*	Level 4: Collaborate	Covered by GP EIR	$70,000–$125,000	18 months

J.3.a

Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Proposed Task #	Task Title/Description	Lead Department	Project Location	GP Impl. Programs	Potential Grant Funding	Recommended Level of Community Engagement	CEQA Options	Approximate Cost Range	Approximate Duration
1.5	**ZONING ORDINANCE UPDATE - PART 1** - Part 1 of 3, including items that do not require completion of updated area plans. Some items below are not necessarily code updates (i.e., some may be established as department policy/procedure). - Implement zoning provisions established in adopted Catheys Valley Community Plan, Fish Camp Town Plan, Coulterville Town Plan, and Wawona Town Plan. - Identify alternative strategies for providing flexibility in application processing and maximizing densities, where appropriate. - Develop siting and development standards for recreation and resort uses. - Establish performance-based zoning standards for commercial and industrial districts. - Establish standards to protect visual character and define "viewshed", including a cell tower compliance strategy. - Establish lighting standards consistent with recommendations from the International Dark Sky Association. - Establish standards for special event/wedding venues. - Establish standards for "close-to-services" development. - Establish provisions to accommodate home-based businesses consistent with each land use designation, and update agritourism ordinance and determine appropriateness of home-based businesses outdoors on Williamson Act parcels. - Establish siting and development criteria for public facilities and sites. - Maintain maximum allowable residential density for all lands outside of community/area plans as one dwelling unit per 5 acres (plus one accessory dwelling unit on each parcel). - Update the extent and provisions of the Timber Reserve zoning district to limit development in areas of identified potential timber resources. - Establish that no discretionary project will be approved if traffic generated by the proposed project would exceed capacity of the road systems providing access from the nearest county major collector or state highway unless mitigation is required. - Address state-mandated zoning requirements for affordable housing.- Establish provisions for review and approval of projects within the Mariposa Airport Land Use Planning Area (review the provisions of the Airport Overlay Zone). - Establish that no project wil be approved unless shown to have access to an approved source for wastewater treatment and disposal and a potable water supply. - Clearly define uses compatible with agriculture and accommodate agritourism uses through changes to Agriculture and other zone districts. - Reevaluate permitted use tables in commercial and industrial districts to identify additional uses to be allowed by right (i.e., fewer CUPs) - Establish procedure that allows County staff to address uses not currently listed. - Establish procedure that allows County staff some minor deviations from development standards, as appropriate. - Implement requirements for minimum building and grading setback lines from waters of the State that are adequate to protect stream, riparian, and wetland resource values. - Consider need for a noise ordinance to define noise standards for the County. - Require preparation of acoustical analyses for certain proposed nonresidential uses as described in Implementation Measure 15-2B(1). - Require appropriate noise reduction measures for outdoor public events, as described in Implementation Measure 15-2B(3). - Establish appropriate standards for discretionary development projects wishing to provide alternative, on-site fire protection services. - Establish a dam inundation overlay district. -Require a hydrologic evaluation for development projects located within floodplains and drainage channels to ensure potential flood hazard is minimized. - Require development projects to provide at least one means of vehicular access not crossing a flood hazard area, or be constructed above the maximum flood elevation. - Require flood and drainage channels to be designed into landscaping plans.	Planning	Countywide	5-4C(1), 5-4C(2), 5-2A(2), 5-4B(2), 5-7A(1), 5-12A(1), 9-1D(1), 9-4A(1), 9-5A(1), 10-1C(1), 10-5A(1), 11-2D(1), 15-1A(1), 15-2B(1), 15-2B(3), 16-1A(1), 16-4C(1), 16-5A(1), 16-5B(1), 16-6A(1)	*SB 2 (HCD - Affordable Housing) may be available in 2019*	Level 3: Involve	Covered by GP EIR	$90,000–$150,000	18 months
1.6	**SUBDIVISION ORDINANCE UPDATE** - Complete a comprehensive update to the County's subdivision regulations including the following provisions: - Establish mechanism/procedure for minimum density subdivisions in lieu of minimum parcel size subdivisions. - Require new subdivisions to demonstrate adequate roadway capacity to serve the project prior to approval. - Require new subdivisions to provide mandatory contributions for maintenance of any roads that are not within the County-maintained road system. - Modify lot adjustment procedures/provisions as described in Implementation Measures 5-9A(2) re: minimum parcel size and 10-2A(2) re: Williamson Act parcels. - Require that infrastructure for new subdivisions meet requirements for ready-to-build parcels. - Establish that no subdivision will be approved if traffic generated by the proposed project would exceed capacity of the road systems providing access from the nearest county major collector or state highway unless mitigation is required. - Establish that no subdivision will be approved unless shown to have access to an approved source for wastewater treatment and disposal and a potable water supply. - Develop subdivision design standards for placement of structures on ridgelines. - Establish provisions for site development and clustering in new subdivisions to conserve designated scenic routes. - Encourage maximized solar access where feasible and consistent with maintenance of scenic values in new subdivision designs. - Establish appropriate standards for new subdivisions proposing to provide alternative, on-site fire protection services. - Amend, if necessary, the County Subdivision Ordinance to ensure formal review of subdivisions by the fire agencies. - Require a hydrologic evaluation for proposed subdivisions located within floodplains and drainage channels to ensure potential flood hazard is minimized. - Require subdivision parcel and final maps and building permit site plans to provide for on-site detention for normal stormwater flows in excess of the capacity of natural drainage courses receiving runoff from the development. - Require subdivision parcels to provide at least one means of vehicular access not crossing a flood hazard area, or be constructed above the maximum flood elevation. - Amend, if necessary, to correspond with zoning regulations to provide for additional density.	Planning	Countywide	5-3A(3), 5-3B(1), 5-9A(2), 5-10A(1), 9-1D(1), 9-5A(1), 10-2A(2), 11-1A(2), 11-1A(3), 11-1C(3), 11-2D(2), 16-1A(1), 16-1C(1), 16-5A(1), 16-5A(2), 16-5B(1)	—	Level 2: Consult	Covered by GP EIR	$60,000–$80,000	18 months
								$360,000 - $615,000	

J.3.a

Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Proposed Task #	Task Title/Description	Lead Department	Project Location	GP Impl. Programs	Potential Grant Funding	Recommended Level of Community Engagement	CEQA Options	Approximate Cost Range	Approximate Duration
Year 2 Tasks: Begin FY 2019–2020									
2.1	**LOCAL HAZARD MITIGATION PLAN UPDATE** - Complete required update to 2015 LHMP, including climate change vulnerability assessment. - Adopt updated 2020–2025 LHMP in 2020.	Planning, Sheriff	Countywide	—	FEMA Hazard Mitigation	Level 3: Involve	Exempt	$75,000–$100,000	12 months
2.2	**GENERAL PLAN TECHNICAL UPDATE (SAFETY, HOUSING, EJ ELEMENTS + CLIMATE CHANGE)** - Amend Safety Element to incorporate vulnerability assessment outcomes and include climate adaptation goals, policies, actions. - Prepare the County's 2020–2025 Housing Element update. - If updates to the Safety and Housing elements occur together, this triggers environmental justice element requirement. - Address any realignment in policy necessary to correspond with zoning or subdivision regulation updates.	Planning	Countywide	—	SB 1 (Caltrans - Resiliency Planning), SB 2 (HCD - Affordable Housing), Affordable Housing and Sustainable Communities (SGC)	Level 4: Collaborate	ND/MND	$75,000–$250,000 (incl. CEQA)	18 months
2.3	**AREA PLANS - GROUP 1** - Group 1 communities represent the most likely locations for expanded commercial, office, industrial, and mixed-use areas within the county, as well as locations that may be suitable for expanding housing options. - Ensure that each area plan defines "rural character" as it applies to each planning area and defines thresholds for uses deemed complementary to rural character. - Ensure that each area plan includes land area to accommodate local rural home industries that outgrow their home-based location. - This task includes the following area plans: Bear Valley Community Plan, Bootjack Community Plan, Buck Meadows Special Plan, Coulterville Town Plan Update, Greeley Hill Community Plan, Mount Bullion Town Plan, Yosemite West Special Plan. - Additionally, this task includes focused updates to the Fish Camp Town Plan (Specific Plan) to expand workforce housing options consistent with Housing Element objectives and policies and housing program administration.	Planning	Community Plan Areas Countywide	5-1A(1), 5-1A(3), 5-4A(3)	SB 1 (Caltrans - Transportation Planning), SB 2 (HCD - Affordable Housing), Affordable Housing and Sustainable Communities (SGC)	Level 4: Collaborate	Covered by GP EIR	$350,000–$500,000 for 7 new plans and 1 focused update	24 months
2.4	**ENVIRONMENTAL CONSERVATION PROGRAM** - Establish a Mariposa County Environmental Conservation Program comprising development standards and ongoing programs to conserve, protect, and mitigate impacts to the following resources. AGRICULTURAL RESOURCES - Maintain a program for agricultural invasive species eradication. BIOLOGICAL RESOURCES - Identify and develop mitigation programs for significant and sensitive habitat areas, including wildlife migration corridors, breeding and nesting areas (as seasonally appropriate), and riparian habitat around bodies of water and along watercourses and seasonal drainages. - Identify and develop mitigation programs for known occurrences of special-status animal and plant species, including appropriate development buffers. - Minimize removal of native trees and groves of trees. - Establish guidelines for biological resource surveys as part of environmental review, as described in Implementation Measure 11-4A(6). - Record data collected from biological resources surveys to create a comprehensive map of vegetation communities with associated habitats for sensitive wildlife species. - Require site surveys in compliance with federal and state regulations as part of environmental review to determine the presence or absence of sensitive biological resources. MINERAL RESOURCES - Establish standards for the exploration, development, and reclamation activities associated with mineral resource projects. WATER RESOURCES - Coordinate with MPUD to promote appropriate reuse of treated wastewater. - Coordinate with domestic water system operators and public water purveyors in implementing programs to eliminate water loss due to leakage. - Designate watershed areas of surface water systems where such systems and their proposed watershed areas serve or are capable of serving as a potable water source. - Review development designs to ensure compliance with federal and state water quality regulations and to ensure that the project does not discharge contaminated water.	Planning	Countywide	10-3A(2), 11-2A(2), 11-2A(3), 11-2B(1), 11-2C(2), 11-3A(2), 11-4A(1), 11-4A(2), 11-4A(3), 11-4A(5), 11-4A(6), 11-4A(7)	—	Level 3: Involve	Covered by GP EIR	$70,000–$125,000	24 months
2.5	**HISTORIC RESOURCES PROGRAM** - Update the County's Historic Design Review Overlay Ordinance and establish a countywide historic resources program. - Reorganize the Historic Sites and Records Preservation Committee to meet the requirements for a local Historic Preservation Commission recognized by the US Department of the Interior. - Designate the Planning Director as the County's Cultural Resources Coordinator/Historic Preservation Officer. - Complete the ongoing County historic sites inventory. - Identify new or expanded historic districts for nomination to the California Register of Historical Resources or the National Register of Historic Places. This may include, but not be limited to, cemeteries.	Planning	Countywide	14-1A(1), 14-1A(2), 14-2A(1), 14-2A(2), 14-5A(1)	—	Level 4: Collaborate	Covered by GP EIR	$60,000–$100,000	18 months
2.6	**ROADWAY DEVELOPMENT FEE PROGRAM** - Prepare and implement a program to evaluate development impact fees needed to adequately service new growth. - Such local funding would ensure that improvements are accomplished in the needed time frame and would substantially benefit economic development within the county.	Public Works	Countywide	9-1A(2)	—	Level 1: Inform	Exempt	$40,000–$75,000	18 months
								$670,000 - $1,150,000	

J.3.a

Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Proposed Task #	Task Title/Description	Lead Department	Project Location	GP Impl. Programs	Potential Grant Funding	Recommended Level of Community Engagement	CEQA Options	Approximate Cost Range	Approximate Duration
Year 3 Tasks: Begin FY 2020–2021									
3.1	**GREENHOUSE GAS REDUCTION PROGRAM** - Prepare a GHG emissions reduction program consistent with State CEQA Guidelines Section 15183.5. - Option to combine ND/MND with General Plan technical update. - The GHG emissions reduction program should include all of the following components. - Quantify GHG emissions, both existing (2017 or 2018 update to existing Sierra Business Council inventory) and projected over a specific time period (2030, 2050), resulting from activities within the county. - Establish a level, based on substantive evidence, below which the contribution of emissions from activities covered by the plan would not be cumulatively considerable (in 2030, 2050). - Identify and analyze the emissions resulting from specific actions or categories of actions anticipated within the county. - Specify measures or a group of measures, including performance standards that substantial evidence demonstrates, if implemented on a project-by-project basis, would collectively achieve the specified emissions level (in 2030, 2050). - Establish a mechanism to monitor the plan's progress toward achieving the level and to require amendment if the plan is not achieving specified levels. - Consider both the impacts and benefits of forests and agriculture. - Be adopted through a public process following environmental review.	Planning	Countywide	—	SB 1 (Caltrans - Resiliency Planning), Affordable Housing and Sustainable Communities (SGC)	Level 3: Involve	ND/MND	$100,000–$150,000 (incl. CEQA)	24 months
3.2	**AREA PLANS - GROUP 2** - Area plans provide General Plan-level land use policy guidance and may recommend customized development regulations to be added to the Zoning Ordinance. - Ensure that each area plan defines "rural character" as it applies to each planning area and defines thresholds for uses deemed complementary to rural character. - Ensure that each area plan includes land area to accommodate local rural home industries that outgrow their home-based location. - This task includes the following area plans: Don Pedro Town Plan, Foresta Special Plan, Hornitos Community Plan. - Additionally, this task includes focused updates to the Fish Camp Town Plan (Specific Plan) to address nonresidential uses that complement the focused updates to these plans completed in Task 2.3. - Catheys Valley Community Plan was adopted in 2012 and no update is proposed. - Wawona Town Plan (Specific Plan) was last updated in 2012 and no update is proposed.	Planning	Community Plan Areas Countywide	5-1A(1), 5-1A(3), 5-4A(3)	SB 1 (Caltrans - Transportation Planning), SB 2 (HCD - Affordable Housing), Affordable Housing and Sustainable Communities (SGC)	Level 4: Collaborate	Covered by GP EIR	$200,000–$275,000 for 3 new plans and 1 focused update	24 months
								$300,000 - $425,000	
Year 4 Tasks: Begin FY 2021–2022									
4.1	**ZONING ORDINANCE UPDATE - PART 2** - Part 2 of 3, consisting of items directed by Mariposa Town Plan, El Portal Town Plan, Midpines Community Plan, and Group 1 area plans.	Planning	Community Plan Areas Countywide	5-4B(1), 14-4A(2)	SB 2 (HCD - Affordable Housing)	Level 3: Involve	Covered by GP EIR	$50,000–90,000	12 months
4.2	**UPDATE PUBLIC WORKS STANDARDS AND TRAFFIC IMPACT ASSESSMENT GUIDELINES** - Prepare a comprehensive update to the County's Public Works Standards and Traffic Impact Assessment Guidelines to include the following provisions, in addition to provisions that may be recommended in area plans: - Establish LOS D as minimum acceptable operation standard for a public roadway. - Establish that the density of land for development purposes be based on the capacity of a road divided by the average daily traffic of the permitted uses. - Establish that the capacity of a County road must be assessed when proposed development would increase utilization of the road by more than 25%. - Update County Roads Standards as described in Implementation Program 9-1E(1).	Public Works	Countywide	9-1A(1), 9-1C(1), 9-1C(2), 9-1E(1)	—	Level 2: Consult	Covered by GP EIR	$20,000–$50,000	18 months
4.3	**EMERGENCY SERVICES PLAN** - Prepare and implement an emergency services plan.	Sheriff, Fire Department	Countywide	9-9A(1), 9-9A(2)	FEMA Hazard Mitigation	Level 1: Inform	N/A	$15,000–$25,000	12 months
4.4	**COLLABORATIVE PLANNING DIALOGUE** - Initiate discussions with representatives from public agencies, school district administration, and private utilities to establish a formal collaborative cooperation and planning process. - Establish school facility mitigation and funding mechanisms with school district administration as described in Implementation Measure 9-7A(3). - Coordinate with school district to enhance technical and vocational training programs related to Mariposa County's largest industries (tourism, hospitality, etc.). - Coordinate with school district to learn of school capital facility proposals that may benefit from County participation or partnership. - Participate in conservation management planning with federal and state and other public and private agencies. - When other agencies propose to develop park or recreation facilities, the County should participate when a local recreation need can also be served. - Explore with federal land management agencies issues of mutual concern regarding the effects of agency and County policies on their respective users and resources. - Coordinate with federal and state agencies to maintain and increase multiple use on public land to increase regional tourism opportunities and to develop trailhead facilities and other access points to public lands. - Continue to work with Cal Fire and the Mariposa County Fire Safe Council or other appropriate agency or group to educate residents and coordinate citizen efforts in fire prevention.	Board of Supervisors, Planning	Countywide	5-8A(1), 9-7A(2), 9-7A(3), 9-8A(1), 10-1B(2), 11-1B(1), 12-4A(1), 12-4A(2), 12-4A(3), 13-1A(1), 13-1B(1), 13-3A(1), 16-2A(1), 16-2B(1)	FEMA Hazard Mitigation	Level 3: Involve	N/A	$25,000–$50,000	12 months
4.5	**AGRICULTURAL BEST PRACTICES PROGRAM** - Prepare a manual or similar document identifying successful agricultural practices used in the county. - Develop and implement a program describing funding sources for agricultural technical and economic assistance. - Include support for identifying a market for heritage crop varieties.	Agricultural Commissioner, Planning	Countywide	10-3A(1), 10-3B(1), 10-4A(1)	—	Level 4: Collaborate	N/A	$10,000–$20,000	6 months
								$120,000 - $235,000	

J.3.a

Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Proposed Task #	Task Title/Description	Lead Department	Project Location	GP Impl. Programs	Potential Grant Funding	Recommended Level of Community Engagement	CEQA Options	Approximate Cost Range	Approximate Duration
Year 5 Tasks: Begin FY 2022–2023									
5.1	**ZONING ORDINANCE UPDATE - PART 3** - Part 3 of 3, consisting of items directed by Group 2 area plans.	Planning	Community Plan Areas Countywide	N/A	SB 2 (HCD - Affordable Housing)	Level 3: Involve	Covered by GP EIR	$50,000–$90,000	12 months
5.2	**COMMUNITY ARTS PROGRAMS** - Prepare an ordinance addressing the review process, standards, and guidelines for public displays of art in County facilities. - Establish a formal community arts program and support the Mariposa County Arts Council in advising the Board of Supervisors on the arts. - Establish an annual county calendar of community art events and standards for marketing and branding art in Mariposa County.	Board of Supervisors, Planning	Countywide	7-1A(1), 7-2A(1), 7-2B(1), 7-2D(1)	National Endowment for the Arts (Our Town)	Level 4: Collaborate	Exempt	$20,000–$25,000	12 months
5.3	**PREPARE PARKS AND RECREATION PLAN** - Prepare a comprehensive Parks and Recreation Plan for County facilties to include the following, in addition to recommendations from community/area plans: - Establish performance standards for maintenance of parks and recreation facilities preventing premature deterioration. - Implement youth programs for both "after school" and times of the year when school is not in session. - Identify a broad range of recreation opportunities and facilities needed to serve the county's diverse population. - Identify short-, intermediate-, and long-term revenue sources for parks and recreation.	Public Works	Countywide	12-1B(1), 12-1B(2), 12-3A(1), 12-3A(2), 12-5A(1)	—	Level 3: Involve	ND/MND	$90,000–$150,000 (incl. CEQA)	18 months
5.4	**CREATE/UPDATE COUNTYWIDE DESIGN GUIDELINES AND STANDARDS, AND A SCENIC VIEWS PLAN** - Prepare countywide design guidelines and standards addressing the following provisions, in addition to provisions which may be recommended in community/area plans. - Establish guidelines to ensure development complementary to rural character. - Prepare a scenic views plan for preservation of visual quality along highways in the county. The plan should identify resources, views, and programs while protecting the rights of private property owners. - Prepare landscaping guidelines for the use of site-appropriate native plant species. - Prepare and adopt historic design review guidelines for use in historic districts to complement the historic design review standards. - Prepare site design guidelines for new development projects in or near a seismic risk area (fault zone) or geologic hazard area to minimize or eliminate such risk.	Planning	Countywide	11-1A(1), 11-1A(4), 11-4A(4), 14-4A(1), 16-8A(1)	FEMA Hazard Mitigation	Level 3: Involve	Covered by GP EIR	$80,000–$100,000	24 months
								$240,000 - $365,000	
Beyond Year 5 Tasks: Begin after FY 2023									
B.1	**GENERAL PLAN TECHNICAL UPDATE (REMAINING ELEMENTS)** - Complete remaining technical updates to the following General Plan Elements: Administration, Land Use, Economic Development, Arts and Culture, Circulation-Infrastructure-Services, Agriculture, Conservation and Open Space, Local Recreation, Regional Tourism, Historic and Cultural Resources, Noise. - Option to combine program EIR with RTP update.	Planning	Countywide	—	SB 1 (Caltrans - Resiliency Planning), SB 2 (HCD - Affordable Housing), Affordable Housing and Sustainable Communities (SGC)	Level 3: Involve	Program EIR	$500,000–$900,000 (incl. CEQA)	18 months
B.2	**REGIONAL TRANSPORTATION PLAN UPDATE** - Prepare a 5-year update to the County's Regional Transportation Plan. - Update the County Transportation Plan concurrently with the RTP update. - Option to combine program EIR with General Plan Technical update.	Public Works, MCLTC	Countywide	9-2A(3)	—	Level 4: Collaborate	Program EIR	$75,000–$100,000 (incl. CEQA)	18 months
B.3	**UPDATE BUILDING, GRADING, AND OTHER COUNTY CODES** - Complete the following updates to other County codes to implement the General Plan, in addition to updates that may be recommended in community/area plans. Note that some updates may occur during earlier tasks based on completion of related work items. - Require that building materials have a low reflective index. - Establish water conservation standards consistent with state guidelines, as described in Implementation Program 11-2A(1). - Amend the County Grading Ordinance provisions for erosion control on all development projects, and review and update other portions of the Grading Ordinance to correspond to current state law and best practices. - Amend the County Grading Ordinance to require ponds and facilities for retaining water to be designed to prevent downstream flooding. - Amend Building Code to require means of controlling noise at its source as opposed to imposing mitigation as the means of offsetting noise impacts and to implement standards that will reduce vibration from construction activities to a level that is less than perceptible at adjacent property lines. - Enact amendments to the Mariposa County Code to implement fire safe standards as described in Implementation Measure 16-1B(1). - Adopt a comprehensive County Flood Protection Ordinance that includes requirements identified in Implementation Measures 16-4A(1) and 16-4B(1).	Building, Planning	Countywide	11-1D(1), 11-2A(1), 11-5A(1), 11-5A(2), 15-1(A), 15-1A(2), 15-2A(1), 16-1B(1), 16-4A(1), 16-4B(1), 16-5C(1)	—	Level 2: Consult	Exempt	$50,000–$80,000	12 months
								$625,000 - $1,080,000	
	TOTAL ESTIMATED COST							**$2,315,000 - $3,870,000**	

J.3.a

Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

GENERAL PLAN IMPLEMENTATION MEASURES COMPLIANCE CHECKLIST

Implementation Measures	Responsible Agency/Depa rtment	Date Implemented, Evidence & Discussion
General Plan Administration		
IMPLEMENTATION 4-1A(1): Conformance with guiding principles is to be used as the foundation for interpreting General Plan goals, policies, and implementation measures.	Planning	On-going.
IMPLEMENTATION 4-1A(2): When a conflict exists between the General Plan and an enacted ordinance, regulation, or a policy of the Board of Supervisors, the General Plan shall be the prevailing language.	All County Departments	On-going.
IMPLEMENTATION MEASURE 4-1B(1): The Planning Agency of Mariposa County is authorized to utilize appropriate judgment in determining the meaning of the General Plan policy.	Planning	On-going.
IMPLEMENTATION MEASURE 4-1B(2): The Director of Public Works shall be the County official empowered to define road systems consistent with the current and future transportation patterns as needed for implementation of the General Plan.	Public Works	On-going.
IMPLEMENTATION MEASURE 4-2A(1): Mariposa Planning shall review and recommend changes to the General Plan as a part of its annual report on Planning in the County of Mariposa.	Planning	On-going. Mariposa Planning includes recommendations annually in its annual report.
IMPLEMENTATION MEASURE 4-2A(2): Mariposa County's Capital Improvement Program (CIP) shall be consistent with the General Plan.	County Administrative Officer	On-going.
IMPLEMENTATION MEASURE 4-3A(1): The Mariposa County Planning Department will report to the Board of Supervisors on the need for General Plan amendments at the beginning of each year. The Board of Supervisors will schedule a meeting to consider, as appropriate, General Plan amendments hearing dates for the public and general use. Per state law, the Board of Supervisors can amend the General Plan no more than four times per year.	Planning and BOARD OF SUPERVISORS	On-going as part of General Plan Annual Report.

Packet Pg. 683
J.3.a
Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 4-3A(2): The fourth General Plan amendment hearing shall be held for the use of the Board of Supervisors to adopt updates and modifications to the General Plan as generated by the Annual Review.	Planning	On-going.
IMPLEMENTATION MEASURE 4-4A(1): The Board of Supervisors will develop a resolution to implement the policy regarding third party agency responses. Policy 4-4a: In implementing the General Plan land use requirements the County may deem the failure to respond by any state or federal agency as "no comment," unless otherwise required by law or as necessary to protect public health and safety.	County Counsel and Planning	
Land Use		
IMPLEMENTATION MEASURE 5-1A(1): Rural character for each of the planning areas is to be defined by Area Plans.	Planning	On-going as area plans are developed.
IMPLEMENTATION MEASURE 5-1A(2): Land development regulations should respect the diversity of rural lifestyles allowing the right to use one's property.	Planning	On-going.
IMPLEMENTATION MEASURE 5-1A(3): Land development regulations shall define thresholds within which uses are complementary to the concept of rural character as defined by the General Plan and in regulations associated with the Area Plans.	Planning	On-going.
IMPLEMENTATION MEASURE 5-2A(1): Development shall grow outward from Planning Areas and Residential Areas with available services.	Planning	On-going.
IMPLEMENTATION MEASURE 5-2A(2): Establish land development regulations defining permitted uses and establishing standards for close-to-services development.	Planning	
IMPLEMENTATION MEASURE 5-2A(3) The County shall make findings that the development will not result in premature urbanization of the Planning Study Area.	Planning	On-going. Finding to be included in review of development projects.

Packet Pg. 684
J.3.a
Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 5-2A(4) No urban expansion shall occur within the Mariposa Town Plan Study Area unless water and sewage disposal are available from a centrally coordinated and managed system.	Planning	On-going.
IMPLEMENTATION MEASURE 5-3A(1): Prior to the consideration of an application to change a land use classification into a non-residential land use classification, the subject property shall front on or shall have direct access to a maintained road. • This is a prerequisite of the application and shall not replace any project-specific conditions that may be required. • A paved maintained road requirement shall not be imposed when the requested land use classification is "Agriculture/Working Landscape" or "Natural Resources"	Planning	On-going
IMPLEMENTATION MEASURE 5-3A(2): Prior to consideration of a change of zoning district from residential into a commercial or industrial zoning district, the subject property shall be found to be located on a maintained road.	Planning	On-going
IMPLEMENTATION MEASURE 5-3A(3): No subdivision shall be approved unless it is found that there is adequate road capacity to serve the new traffic.	Public Works	On-going
IMPLEMENTATION MEASURE 5-3B(1): No subdivision shall be approved unless a mandatory contribution road maintenance mechanism is created for roads within the subdivision that are not within the County-maintained road system.	Public Works	On-going
IMPLEMENTATION MEASURE 5-4A(1): Commercial, healthcare, financial, and other service businesses intended to serve the greater County population, a regional or greater customer base, shall be located only within Town Planning Areas.	Planning	On-going.
IMPLEMENTATION MEASURE 5-4A(2): Commercial, healthcare, financial, and other service businesses intended to serve the neighborhood needs may be located in Planning Areas and in the Rural Economic land use classification.	Planning	On-going.

Packet Pg. 685
J.3.a
Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 5-4A(3): All community plans shall include land area to accommodate local rural home industries that out-grow their home-based location.	Planning	On-going as area plans are developed.
IMPLEMENTATION MEASURE 5-4B(1): Zoning shall include provisions to include zoning districts with flexible standards for defining business and industry uses in a changing economy.	Planning	
IMPLEMENTATION MEASURE 5-4B(2): Establish provisions to accommodate businesses in the home consistent with the purpose of the land use classifications.	Planning	
IMPLEMENTATION MEASURE 5-4C(1): Accommodate appropriate siting and development standards for recreation and resort uses within the County.	Planning	
IMPLEMENTATION MEASURE 5-4C(2): Standards shall be included that protect visual character related to: • viewsheds; • structure design, landscaping and scenic environment; • landform grading; • site development; and • lighting.	Planning	
IMPLEMENTATION MEASURE 5-5A(1): The Land Use element shall identify lands within which the economic uses for the production, extraction, or harvesting of food, fiber, timber, and minerals shall be the primary purpose.	Planning	Completed. Agriculture/Working Landscape Land Use
IMPLEMENTATION MEASURE 5-6A(1): The Land Use element shall identify lands within which the management of natural resources shall be the primary purpose.	Planning	Completed. Natural Resources Land Use.
IMPLEMENTATION MEASURE 5-7A(1): Establish siting and development criteria for public facilities and sites.	Planning	

Packet Pg. 686
J.3.a
Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 5-8A(1): The Board of Supervisors shall initiate discussions with representatives from public agencies to establish a formal collaborative cooperation and planning process.	Board of Supervisors	
IMPLEMENTATION MEASURE 5-9A(1): Outside Planning Areas, the maximum allowable density for residential development shall be one dwelling unit per five acres.	Planning	On-going.
IMPLEMENTATION MEASURE 5-9A(2): In a proposal to modify the boundaries of one or more parcels or lots where one or more of these parcels or lots do not meet minimum parcel size or density of the applicable land use, the County may approve such boundary modifications provided such modifications will result in the improvement of the circumstances and/or design of both parcels or lots and in achieving the goals and policies of the General Plan and the purpose of the applicable land use classification.	Planning	On-going.
IMPLEMENTATION MEASURE 5-10A(1): Require that infrastructure for new subdivisions meet the General Plan's requirements for ready to build parcels.	Planning	On-going.
IMPLEMENTATION MEASURES 5-11A(1): No implementation of the General Plan shall be enacted to force the amortization, closure, and relocation of any legally existing nonconformity-except signs and/or billboards and major transient rental management activities in the rural portions of Yosemite West.	Planning	On-going.
IMPLEMENTATION MEASURE 5-11B(1): The Land Use Element shall identify lands and allow their subdivision in compliance with the zoning as of December 1, 2006 within the Natural Resource and Agriculture/Working Landscape land use designations.	Planning	Completed.
IMPLEMENTATION MEASURE 5-12A(1): Use the Timber Preserve zoning district within the Agricultural/Working Landscape and Natural Resource land use classifications to limit development in areas of identified potential timber resources.	Planning	
Economic Development		

Packet Pg. 687
J.3.a
Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 6-1A(1): The County Administrative Officer will hire an Economic Development Coordinator within the County Government.	Board of Supervisors	Completed. County has a Community Development/Grant Coordinator.
IMPLEMENTATION MEASURE 6-1B(1): The Board of Supervisors should adopt an ongoing Economic Development Strategic Plan, including an assessment of assets, definition of target markets, specific implementation activities, assigned responsibilities, measurable objectives, and metrics to measure progress. The plan should contain provisions for destination resorts and hotel facility development.	Board of Supervisors and COUNTY ADMINISTRATIVE OFFICER	Economic Vitality Strategy updated in July 2017
IMPLEMENTATION MEASURE 6-1B(2): On an annual basis, the Board of Supervisors shall review accomplishments of Economic Development Strategic Plan.	Board of Supervisors and COUNTY ADMINISTRATIVE OFFICER	On-going
IMPLEMENTATION MEASURE 6-2A(1): The County should develop a clearly defined Mariposa County brand and supporting marketing program.	COUNTY ADMINISTRATIVE OFFICER	In progress
IMPLEMENTATION MEASURE 6-2A(2): The County shall implement the marketing program, successfully establishing the brand within target economic markets.	COUNTY ADMINISTRATIVE OFFICER	
IMPLEMENTATION MEASURE 6-3A(1): The County Economic Development Strategic Plan should include a proactive business retention and growth program to be implemented during the short-term planning period.	COUNTY ADMINISTRATIVE OFFICER	
IMPLEMENTATION MEASURE 6-3B(1): The County should support programs to assist in the acquisition and administration of grants as part of its economic development function.	BOARD OF SUPERVISORS and COUNTY ADMINISTRATIVE OFFICER	On-going.
IMPLEMENTATION MEASURE 6-3B(2): As part of the business retention and attraction program, the County should establish working relationships with local and regional financial institutions to serve as potential sources of financing for establishing and expanding businesses in the County.	COUNTY ADMINISTRATIVE OFFICER	

Packet Pg. 688
J.3.a
Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 6-4A(1): Meet with leaders from telecommunication companies serving the County to bring high-speed telecommunications to Mariposa County	BOARD OF SUPERVISORS	
IMPLEMENTATION MEASURE 6-4B(1): Incorporate an assessment of potential businesses created by the University of California at Merced in the County's Economic Development Strategic Plan.	COUNTY ADMINISTRATIVE OFFICER	
Arts and Culture		
IMPLEMENTATION MEASURE 7-1A(1): Support the Mariposa County Arts Council in advising the Board on the arts.	BOARD OF SUPERVISORS	
IMPLEMENTATION MEASURE 7-2A(1): The County should support community-based programs that increase awareness of the arts.	Mariposa County Arts Council	
IMPLEMENTATION MEASURE 7-2B(1): The County should include the arts in its ongoing marketing and promotion programs.	Mariposa County Arts Council and Economic Development	
IMPLEMENTATION MEASURE 7-2C(1): Integrate the arts as part of the County's Economic Development Strategic Plan.	BOARD OF SUPERVISORS and COUNTY ADMINISTRATIVE OFFICER	
IMPLEMENTATION MEASURE 7-2D(1): The Planning Commission and the Mariposa County Arts Council may collaborate to prepare an ordinance addressing the review process, standards, and guidelines for public displays of art in County facilities.	Planning and Mariposa County Arts Council	
Housing		
REFEER TO CURRENT HOUSING ELEMENT FOR PROGRAM TABLE		

Packet Pg. 689
J.3.a
Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
Circulation, Infrastructure, Services		
IMPLEMENTATION MEASURE 9-1A(1): A publicly-maintained road with an LOS of "A" through "D" shall be deemed to have adequate capacity to serve the needs of the road systems.	Planning and Public Works	On-going.
IMPLEMENTATION MEASURE 9-1A(2): In order to facilitate provision of needed long-range (2015-2025) improvements to state highways serving Mariposa County, and particularly to those state routes where projected capacity would be less than LOS "D," the County shall: • Prepare and implement a program to evaluate Development Impact Fees for state highway intersection facilities needed to adequately service new growth. Such local funding would ensure the improvements are accomplished in the needed timeframe and would substantially benefit the economic development of the County. • Maintain a close working partnership with the State to solve state highway capacity deficiencies and funding limitations. • Monitor State activities in responding to the long-term transportation needs in the County and provide input to the state concerning the priorities for state highway improvements based on capacity below LOS standards, including timing of long-term Project Study Reports (PSR) for priority projects and their inclusion in the STIP in the needed timeframe.	Planning and Public Works	
IMPLEMENTATION MEASURE 9-1B(1): The County should define the capacity of all roads.	Public Works	Completed.
IMPLEMENTATION MEASURE 9-1C(1): The density of land for development purposes within an area shall be based on the capacity of the road divided by the average daily traffic of the permitted uses.	Public Works	On-going.
IMPLEMENTATION MEASURE 9-1C(2): A traffic study prepared by a professional appropriately licensed in the State of California shall be required if traffic calculations show that the proposed project will significantly increase traffic volumes.	Planning and Public Works	On-going.

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 9-1C(3): The capacity of a county road must be assessed for its capability to meet existing and new uses when the aggregate potential development will increase the utilization of the road by more than 25%.	Planning and Public Works	On-going.
IMPLEMENTATION MEASURE 9-1D(1): No subdivision or discretionary project shall be approved if the traffic generated by the proposed project will exceed the capacity of the road systems which provide access from the nearest County major collector or State highway unless mitigation is required.	Planning and Public Works	On-going.
IMPLEMENTATION MEASURE 9-1E(1): The County shall incorporate standards and specifications applicable to roads under County jurisdiction, which will include: • requirement that all roads serving road systems shall have an all-weather surface, • all new roads shall be constructed to fire safe standards, • all new non-County maintained roads shall be contained within mandatory road maintenance associations or zones of benefit, • all road construction shall be inspected and approved by the Public Works Department, and • road circulation within a system shall be designed to be interconnecting and cul-de-sac or dead-end roads shall be designed to be safe.	Public Works	
IMPLEMENTATION MEASURE 9-2A(1): The County shall implement the Transit Plan.	Local Transportation Commission	
IMPLEMENTATION MEASURE 9-2A(2): Annually report on implementation of the Transit Plan.	Public Works	
IMPLEMENTATION MEASURE 9-2A(3): Update the transit plan concurrently with the next scheduled update of the Regional Transportation Plan.	Public Works	

Packet Pg. 691
J.3.a
Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 9-3A(1): The County should adopt and implement the Bicycle, Pedestrian, and Equestrian Facilities Plan.	Local Transportation Commission	Completed and on-going.
IMPLEMENTATION MEASURE 9-3A(2): The County shall update the Bicycle, Pedestrian, and Equestrian Plan to create a comprehensive system of transportation and recreation trails.	Local Transportation Commission	Completed.
IMPLEMENTATION MEASURE 9-4A(1): The County shall_continue systematic implementation of the Airport Master Plan.	Public Works	On-going.
IMPLEMENTATION MEASURE 9-4B(1): No projects shall be approved within the Airport Land Use Planning Area unless consistent with the Plan.	Planning	On-going.
IMPLEMENTATION MEASURE 9-5A(1): No project shall be approved unless it is shown to have access to an approved source for wastewater treatment and disposal and a potable water supply meeting Health Department requirements.	Planning	On-going.
IMPLEMENTATION MEASURE 9-6A(1): Design, permit, and construct a co-composting facility.	Public Works	
IMPLEMENTATION MEASURE 9-7A(1): The Board of Supervisors shall meet periodically with the Board of Trustees for the school district to coordinate capital facility planning.	BOARD OF SUPERVISORS	
IMPLEMENTATION MEASURE 9-7A(2): County Staff shall work with school district administration to share information and assist in facilities development.	Public Works and Planning	Planning Dept and MCUSD staff have met in regard to issues pertaining to District's Spring Hill campus.
IMPLEMENTATION MEASURE 9-7A(3): The County will cooperate with the MUSD, to the extent feasible and permitted by state law, to explore methods for securing adequate funding of new school facilities, which may include the development of local funding mechanisms as well as the utilization of state funds when available. For any project or subdivision where the MUSD determines that adequate school facilities are not available to serve the proposed development, the County will work with the MUSD in securing project-sponsored mitigation to the extent permitted by state law.	Public Works and Planning	

Packet Pg. 692
J.3.a
Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 9-8A(1): County Staff should maintain technical and planning liaison with private utilities to ensure appropriate infrastructure accomplishing economic development goals.	Planning; Planning Director	
IMPLEMENTATION MEASURE 9-9A(1): Prepare an emergency services plan.	Sheriff and Fire Chief	
IMPLEMENTATION MEASURE 9-9A(2): Implement the emergency services plan.	Sheriff and Fire Chief	
Agriculture		
IMPLEMENTATION MEASURE 10-1A(1): The Board of Supervisors should maintain a full-time agriculture commissioner and provide support within budgetary and staff constraints.	BOARD OF SUPERVISORS	On-going.
IMPLEMENTATION MEASURE 10-1B(1): The Agricultural Advisory Committee shall expand its role to provide recommendations to the Board of Supervisors on all agriculturally-related issues and resources.	Planning	
IMPLEMENTATION MEASURE 10-1B(2): The County shall coordinate with the Mariposa Unified School District to enhance the District's agricultural educational programs.	Ag Commissioner, Farm Advisor Office, Resource Conservation District, and Mariposa Unified School District	MCUSD has attended Project Competition Banquet and distributed awards -Member of Mariposa FFA Ag Advisory Committee -Resource for current information in natural resources, forestry, animal science and horticulture -Working on setting up job shadowing for interested students with county offices -Guest speakers -Workshops and scholarships for students
IMPLEMENTATION MEASURE 10-1C(1): Clearly define uses compatible with agriculture	Planning and Ag Advisory Committee	

Packet Pg. 693
J.3.a
Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 10-2A(1): Areas of the General Plan classified as Agriculture/Working Landscape and proposed for reclassification to a Residential, Planning Area, or Natural Resource land use classification will be reviewed against the following criteria. No land within the Agriculture/Working Landscape land use classification shall be changed to a Residential, Planning Area, or Natural Resource land use classification unless the Board of Supervisors adopts all of the following findings. These findings shall not apply to the processing of a General Plan Amendment application to transfer agriculture land within the Agriculture/Working Landscape land use designation for lands within another land use classification pursuant the General Plan Goal 10-2, Policy 10-2a, and Implementation Measure 10-2a(4), and pursuant to adopted criteria. • The subject property is not within an area in which the majority of the surrounding parcels are currently being used or historically have been used for agriculture, timber, or mineral purposes. • The soils, water rights, topography, terrain, and location are not suitable as an economic production unit of sufficient quality for commercial agricultural production. • There are no other lands within the proposed land use classification available for the proposed or similar project. • The characteristics and size of the subject properties make it unsuitable for open space, conservation easements, or other preservation opportunities which further implement the goals and policies of the General Plan. • The subject property has not been identified in the County General Plan or any area plan as a location with characteristics worthy of preservation within the Agriculture/Working Landscape land use classification.	Planning and Ag Advisory Committee	

Packet Pg. 694
J.3.a
Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 10-2A(2): Lot line adjustments in the Agriculture/Working Landscape land use classification, including Williamson Act contracted parcels, shall result in parcels which are in compliance with the underlying land use designation, including minimum parcel size. The County may approve a boundary modification of an existing parcel that does not meet the minimum size requirements when a finding is made that the modification results in an improvement of the circumstances and/or design of both parcels or lots and in achieving the goals and policies of the General Plan and the purpose of the Agriculture/Working Landscape land use classification.	Planning	On-going.
IMPLEMENTATION MEASURE 10-2A(3): Standards shall be developed for issuance of development permits for substandard size parcels under Williamson Act contract.	Planning and Assessor's Office	Completed. Resolution No. 10-150
IMPLEMENTATION MEASURE 10-2A(4): Develop criteria for transfers of lands within the Agriculture/Working Landscape land use designation for lands within other land use designations which results in no net loss of like kind of agricultural lands (type and quality) and that demonstrates a benefit to agricultural lands.	Planning	Completed.
IMPLEMENTATION MEASURE 10-3A(1): The Agriculture Commissioner and Agricultural Advisory Committee should create a document identifying successful practices used in the County.	Planning and Ag Commissioner	
IMPLEMENTATION MEASURE 10-3A(2): The County shall maintain a commitment to programs for invasive species eradication.	Planning, Ag Commissioner, Farm Advisor Office, Resource Conservation District	
IMPLEMENTATION MEASURE 10-3B(1): Develop and implement a program cataloguing sources of funding and resources providing technical and economic assistance for agriculture stewardship.	Planning, Ag Commissioner, Farm Advisor Office, Resource Conservation District	

Packet Pg. 695
J.3.a
Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE: 10-4A(1): The agricultural resources program should include support for identifying a market for heritage crop varieties.	Ag Commissioner	
IMPLEMENTATION MEASURE 10-5A(1): Accommodate agritourism uses through changes in Agriculture zones.	Planning	Completed in the Agriculture Exclusive Zone.
IMPLEMENTATION MEASURE 10-5B(1): The Economic Development Strategic Plan should include strategies for agritourism.	COUNTY ADMINISTRATIVE OFFICER, Ag Commissioner, Farm Advisor	
IMPLEMENTATION MEASURE 10-5B(2): Coordinate with the private sector to implement an economic development strategy for agriculture.	Ag Commissioner, Ag Advisory Committee, COUNTY ADMINISTRATIVE OFFICER	
IMPLEMENTATION MEASURE 10-6A(1): Prohibit the construction of residences on parcels that are subject to a Williamson Act contract unless they comply with the terms of a Williamson Act contract.	Planning	Completed and on-going.
IMPLEMENTATION MEASURE 10-6A(2): Review enforcement of Williamson Act provisions requiring onsite residents to be actively performing qualifying agricultural activities on all contracted property.	Planning	On-going through Biennial Review process for LCA contracts.
Conservation and Open Space		
IMPLEMENTATION MEASURE 11-1A(1): The County shall establish guidelines to ensure development complementary to the scenic aspects of the County's rural character.	Planning	
IMPLEMENTATION MEASURE 11-1A(2): The County shall develop subdivision design standards for placement of structures on ridgelines and open hillsides.	Planning	

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 11-1A(3): Develop flexible site development and clustering to conserve designated scenic routes, views, and viewsheds.	Planning	
IMPLEMENTATION MEASURE 11-1A(4): The County shall develop guidelines for non-single family development within County highway corridors to preserve scenic resources. The guidelines will be developed into a scenic views plan for the preservation of visual quality along the County's highways. The plan will identify resources, views, and programs, while protecting the rights of property owners.	Planning	
IMPLEMENTATION MEASURE 11-1B(1): The County should participate in conservation management planning with Federal and State and other public and private agencies.	Planning, Ag Commissioner, Farm Advisor, Resource Conservation District, Public Works	On-going.
IMPLEMENTATION MEASURE 11-1C(1): The County will implement Federal and State air quality regulations.	Planning and Public Works	
IMPLEMENTATION MEASURE 11-1C(2): Establish land use patterns that minimize impacts to air quality.	Planning and Public Works	
IMPLEMENTATION MEASURE 11-1C(3): Implement a program that minimizes impacts on and/or improves air quality that include but are not limited to: • Encourage maximized solar access where feasible and consistent with the maintenance of scenic values, in new subdivision designs to optimize energy efficiency; and • Road improvement projects such as paving unpaved roads which improve air quality.	Planning and Public Works	

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 11-1C(4): The County shall cooperate with the Air Pollution Control District (APCD), or successor agency, to: • Review development proposals to address cumulative and long-term air quality impacts. • Work with local public utility providers, and the private sector to encourage the development and implementation of educational and incentive programs to encourage energy conservation, house weatherization, and solar energy use; • Work with the Mariposa County Department of Public Works and homeowner associations to encourage the development and implementation of educational and incentive programs for composting, mulching, grinding, cogeneration, feedstocks, and chipping in lieu of outdoor burning; • Work with appropriate agencies to develop programs to maximize the participation of employers in employer-operated van pool and/or ride sharing for employees and mass transit service for both employers and customers/visitors; and • Work with the school districts to replace existing buses with less polluting models.	Planning and Public Works	On-going.
IMPLEMENTATION MEASURE 11-1D(1): Include as part of the comprehensive development standards: • lighting standards. established by the International Dark Sky Association; and • require that building materials have a low reflective index.	Planning	
IMPLEMENTATION MEASURE 11-2A(1): Implement standards for water conservation that are consistent with State guidelines, including requirements for the installation and use of low-flow plumbing fixtures in all new construction, and for the use of drip irrigation systems and drought-tolerant or low water using landscaping (including retention of existing native plant material) in all multi-family, commercial, resort, industrial and public developments.	Building	

Packet Pg. 698
J.3.a
Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 11-2A(2): Cooperate with the Mariposa Public Utility District and other wastewater generators in implementing programs for reuse of treated wastewater.	Planning and Building	
IMPLEMENTATION MEASURE 11-2A(3): Cooperate with the domestic water system operators and public water purveyors in implementing programs to eliminate water loss due to leakage in pipes, ditches or other conveyance facilities.	Planning, Building, and Public Works	
IMPLEMENTATION MEASURE 11-2B(1): Review development designs to ensure compliance with Federal and State water quality regulations and to ensure that the project does not discharge contaminated water.	Planning and Building	On-going.
IMPLEMENTATION MEASURE 11-2C(1): Outside Town Planning Areas and Rural Centers, maintain low intensities of development in order to protect the capacity of watersheds.	Planning	On-going.
IMPLEMENTATION MEASURE 11-2C(2): Designate watershed areas of surface water systems where such systems and their proposed watershed areas serve or are capable of serving as a potable water source.	Planning and Building	
IMPLEMENTATION MEASURE 11-2D(1): Implement requirements for minimum building and grading setback lines from waters of the State (i.e., perennial streams and environmentally significant wetlands), that are adequate to protect stream, riparian, and wetland resource values.	Planning	
IMPLEMENTATION MEASURE 11-2D(2): Provide for clustering of development that protects and avoid impacts to significant water resources.	Planning	
IMPLEMENTATION MEASURE 11-3A(1): Require a conditional use permit for mining activity except where a land use designation permits such use.	Planning	Completed and on-going.
IMPLEMENTATION MEASURE 11-3A(2): Incorporate standards for the exploration, development, and reclamation activities associated with mineral resource projects.	Planning	

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 11-4A(1): The County will implement a Mariposa County Environmental Conservation Program. The Program shall include development standards and programs conserving, protecting, and mitigating the impacts on: • significant and sensitive habitat including wildlife migration corridors, • breeding and nesting areas (as seasonally appropriate); • known occurrences of special status animal species; • riparian habitat around bodies of water and along watercourses and seasonal drainages; • known occurrences of special status plant species, and • significant and sensitive plant communities	Planning	
IMPLEMENTATION MEASURE 11-4A(2): Site development and grading review should minimize the removal of native trees and groves of trees.	Planning	On-going project review standard
IMPLEMENTATION MEASURE 11-4A(3): The County shall develop and enforce standards that reduce or eradicate invasive species affecting the agricultural and natural ecosystems.	Planning and Ag Commissioner	
IMPLEMENTATION MEASURE 11-4A(4): The County shall publish landscaping guidelines for the use of site-appropriate native plant species.	Planning and Resource Conservation District	
IMPLEMENTATION MEASURE 11-4A(5): The County shall utilize collaborative planning efforts to coordinate local efforts to eradicate invasive plant species.	Planning and Ag Commissioner	

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 11-4A(6): The County shall require site surveys in compliance with Federal and State regulations as part of environmental review to determine: • The presence or absence of endangered species and their habitat; • The presence or absence of threatened or rare wildlife and plant species and their habitat; • The presence or absence of breeding raptors and migratory birds; • The presence or absence of sensitive native plant communities; • The presence or absence of native wildlife migration or travel corridors; and • The presence or absence of jurisdictional wetland or other waters of the U.S.	Planning	On-going project review standard.
IMPLEMENTATION MEASURE 11-4A(7): The County shall record the data collected from the required site surveys to create a comprehensive map of environmental resources in Mariposa County. The map shall include but not be limited to vegetation communities with associated habitats for sensitive wildlife species.	Planning	
IMPLEMENTATION MEASURE 11-4A(8): During project review and environmental analysis, the County shall comply with Federal and State regulations to require measures that: • Protect endangered species and their habitat; • Protect threatened or rare wildlife and plant species and their habitats • Protect breeding raptors and migratory birds; • Protect and avoid to the extent feasible sensitive native plant communities; • Protect and avoid to the extent feasible native wildlife migration or travel corridors; and • Protect and avoid to the extent feasible jurisdictional wetland or other waters of the U.S.	Planning	On-going project review standard.
IMPLEMENTATION MEASURE 11-5A(1): Review and amend the County Grading Ordinance provisions for erosion control on all development projects.	Planning and Building	County Grading Ordinance repealed. Uniform Building Code regulates grading requirements.

Packet Pg. 701
J.3.a
Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 11-5A(2): Review and update the provisions of the County Grading Ordinance as needed.	Planning, Building and Resource Conservation District	County Grading Ordinance repealed. Uniform Building Code regulates grading requirements.
Local Recreation		
IMPLEMENTATION MEASURE 12-1A(1): The County shall ensure parks and recreation facilities are distributed in reasonable proximity to the neighborhood, community, or regional populations they are intended to serve.	Public Works	On-going
IMPLEMENTATION MEASURE 12-1B(1): Parks shall be designed and developed in a manner to reduce long-term operations and maintenance cost.	Public Works	On-going
IMPLEMENTATION MEASURE 12-1B(2): The County shall adopt performance standards for maintenance of parks and recreation facilities preventing premature deterioration.	Public Works	
IMPLEMENTATION MEASURE 12-2A(1): The Parks and Recreation Advisory Committee shall report annually on the implementation of the Parks and Recreation programs.	Public Works	On-going
IMPLEMENTATION MEASURE 12-3A(1): The Parks and Recreation Department should implement youth programs for both "after school" and times of the year when school is not in session.	Public Works	
IMPLEMENTATION MEASURE 12-3A(2): The Public Works Department/Parks and Recreation Division should identify a broad range of recreation opportunities and facilities needed to serve the County's diverse population.	Public Works	
IMPLEMENTATION MEASURE 12-4A(1): When other agencies propose to develop park or recreation facilities, the County should participate when a local recreation need can also be served.	Public Works	
IMPLEMENTATION MEASURE 12-4A(2): The Parks and Recreation Advisory Committee should meet with the School District at least once each fiscal year to learn of school capital facility proposals that may benefit from County participation or partnership.	Public Works	

Packet Pg. 702
J.3.a
Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 12-4A(3): The County should explore with Federal land management agencies issues of mutual concern regarding the effects of agency and County policies on their respective users and resources.	Public Works	On-going
IMPLEMENTATION MEASURE 12-5A(1): The Parks and Recreation programs shall identify short-, intermediate-, and long-term revenue sources.	Public Works	
Regional Tourism		
IMPLEMENTATION MEASURE 13-1A(1): The County shall collaborate with Federal agencies creating multiple use and public education policies supporting regional tourism and protecting public lands.	BOARD OF SUPERVISORS	
IMPLEMENTATION MEASURE 13-1A(2): The County shall collaborate with the American Indian Council of Mariposa County creating facilities and opportunities to promote public education of Native American cultural traditions and places.	BOARD OF SUPERVISORS	
IMPLEMENTATION MEASURE 13-1B(1): The Board of Supervisors should support programs to maintain and increase multiple- use on public land to increase regional tourism opportunities.	BOARD OF SUPERVISORS	On-going
IMPLEMENTATION MEASURE 13-2A(1): The County should provide ongoing regional tourism programs for residents and visitors defining opportunities for extended side-trips within the County.	COUNTY ADMINISTRATIVE OFFICER	On-going
IMPLEMENTATION MEASURES 13-3A(1): The County should collaborate with Federal and State agencies to develop trail-head facilities and other public access points to public lands.	Public Works/Parks and Rec	
IMPLEMENTATION MEASURE 13-4A(1): Create a coordinated County information program to identify points and routes of interest for regional tourists.	COUNTY ADMINISTRATIVE OFFICER	
IMPLEMENTATION MEASURE 13-4B(1): Maintain a visitor center in the Mariposa Town Area designed to provide information about all County visitor assets.	BOARD OF SUPERVISORS	On-going

Packet Pg. 703
J.3.a
Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 13-5A(1): In cooperation with the County's tourism industry, implement a tourism marketing and advertising program using the Mariposa County brand designed to: • increase the length of visitor stay within the County, • expand the tourist season into shoulder seasons, and • incorporate special targeted activities for cultural tourism and agri-nature tourism.	Economic Development	On-going
Historic and Cultural Resources		
IMPLEMENTATION MEASURE 14-1A(1): The Historic Sites and Records Preservation Committee should be reorganized to meet the requirements for a local Historic Preservation Commission recognized by the Department of Interior.	Planning	
IMPLEMENTATION MEASURE 14-1A(2): The Planning Director shall be designated the County's Cultural Resources Coordinator/Historic Preservation Officer.	Administration	
IMPLEMENTATION MEASURE 14-1A(3): Retention of historic records shall be within the purview of the Historic Sites and Records Preservation Commission.	Planning	On-going
IMPLEMENTATION MEASURE 14-2A(1): Update the County historic sites inventory.	Planning	In process, update commenced in 2014.
IMPLEMENTATION MEASURE 14-2A(2): The Board of Supervisors shall include qualifying sites and structures on the list of Mariposa County Historic sites.	Planning	
IMPLEMENTATION MEASURE 14-2A(3): Analysis of qualifying historic sites and structures shall be undertaken in conformance with appropriate standards of the California State Historic Preservation Office and the standards of the National Trust for Historic Preservation.	Planning	

Packet Pg. 704
J.3.a
Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 14-3A(1): Seek options through partnerships with private organizations, local financial institutions, and by the use of Federal and State grants and tax incentives.	Planning	
IMPLEMENTATION MEASURE 14-4A(1): The County shall prepare and adopt Historic Design Review Guidelines for use within Districts.	Planning	
IMPLEMENTATION MEASURE 14-4A(2): Within County-identified historic districts, all exterior construction, renovation, rehabilitation, or restoration shall be subject to design review approval.	Planning	On-going
IMPLEMENTATION MEASURE 14-4A(3): Demolition of County-identified historic structures shall require review from the Historic Sites and Records Preservation Commission.	Building and Planning	On-going
IMPLEMENTATION MEASURE 14-5A(1): The County, in cooperation with the Historic Sites and Records Preservation Commission and local Planning Advisory Committees, should identify new or expanded historic districts for nomination to the California Register of Historical Resources or the National Register of Historic Places. This may include, but not be limited to, cemeteries.	Planning	
IMPLEMENTATION MEASURE 14-6A(1): Prior to the approval of a demolition permit for any historic site, structure, or cultural place, the Historic Sites and Records Preservation Commission shall review the application pursuant to CEQA and determine whether alternatives to the proposed demolition or destruction shall be required.	Historic Preservation Commission	On-going
IMPLEMENTATION MEASURE 14-6A(2): Prior to the approval of a demolition permit or grading permit for a cultural place the Southern Sierra Miwuk Nation Consultation Committee shall review the application pursuant to CEQA and determine whether alternatives to the proposed demolition or destruction shall be require.	Southern Sierra Miwuk Nation Consultation Committee	

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 14-7A(1): Mariposa County shall invite the participation of representatives of the Native American community in the review of discretionary projects for which there is a likelihood of potential archaeological artifacts and cultural places.	Planning	On-going
Noise		
IMPLEMENTATION MEASURE 15.1A(1): A noise ordinance should be considered to define the standards for the County.	Public Safety Officer	
IMPLEMENTATION MEASURE 15.1A(2): County development standards shall require means of controlling noise at its source as opposed to imposing mitigation as the means of offsetting noise impacts.	Public Safety Officer	
IMPLEMENTATION MEASURE 15.1A(3): The County shall develop and implement standards that will reduce vibration from construction activities to a level that is less than perceptible at adjacent property lines.	Public Safety Officer	
IMPLEMENTATION MEASURE 15-2A(1): The State building standards for the proper insulation of new dwellings for noise reduction shall be enforced.	Building	

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 15-2B(1): Where proposed non-residential land uses are likely to produce excessive noise levels at existing or planned noise-sensitive uses, an acoustical analysis shall be required as part of the project review process. An acoustical analysis should: • be prepared by a person qualified in environmental noise assessment and architectural acoustics, • include representative noise level measurements to adequately describe local conditions, • recommend appropriate mitigation to achieve compliance with the adopted policies and standards, • estimate noise exposure after the prescribed mitigation measures have been implemented, and • describe a post-project mitigation measure effectiveness assessment program.	Planning and Building	On-going project review standard
IMPLEMENTATION MEASURE 15-2B(2): Noise created by new transportation noise sources shall be mitigated.	Planning	
IMPLEMENTATION MEASURE 15-2B(3): The County shall require appropriate noise reduction measures for outdoor public events. Such measures may include: • preparation of a noise impact analysis by an appropriate licensed professional; • identification of best sound management practices for avoiding impacts; • restrictions on the level of amplification of sound systems; • conditions on the start, finish, and duration of the event; limitations on the number of participants; and • a requirement to install temporary noise reduction devices or barriers.	Planning and Health Department	On-going project review standard
IMPLEMENTATION MEASURE 15-2C(1): The County shall assess development activities and determine whether the Noise Element shall be updated or whether to undertake studies to create noise contours and noise exposure indices.	Planning	On-going

Packet Pg. 707
J.3.a
Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
Safety		
IMPLEMENTATION MEASURE 16-1A(1): Establish appropriate standards for development projects wishing to provide alternative, on-site fire protection services.	County Fire	
IMPLEMENTATION MEASURE 16-1B(1): Enact amendments to the Mariposa County Code to implement fire safe standards. The ordinance(s) shall include the following requirements: • Minimum construction standards or template (width, grade, and surfacing) for public roads, private roads, and private driveways sufficient for emergency vehicles access. • Requirements for a connecting circulation system within a road system using roads connecting through other parcels or developed secondary routes dedicated for emergency access. • Minimum standards for emergency water supply standards for firefighting purposes. • Standards for siting of flammables. • Signage and address standards providing easy identification of roads, driveways and buildings. • Site design specifications for buildings in locations of extremely high fire danger.	County Fire	

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 16-1B(2): Implement the countywide Wildfire Hazard Safety Plan, which includes standards for fire prevention, fuel management, and fire suppression, including but not limited to the following. • Requirements for development in areas with high and very high fuel hazards, including adequate emergency access and water supply; "defensible space" standards; and encourage the use of fire-resistant exterior construction materials, such as fire safe roofing and fire-resistant plants. • Wildland fire management activities such as controlled burning, fuel removal, vegetation management, and firebreaks. • Specific fire protection and prevention requirements for hillside, open space, and rural area development. • Public wildfire safety education through the Mariposa County Fire Safe Council (MFSC). • Standards specific to geographic areas in the County based on fire hazard potential.	County Fire	
IMPLEMENTATION MEASURE 16-1C(1): Amend, if necessary, the County Subdivision code to ensure formal review of subdivisions by the Fire Agencies.	Planning and County Fire	
IMPLEMENTATION MEASURE 16-2A(1): Cooperate with the CDF in providing advice to landowners on vegetation management programs keeping forest fuel values at acceptable levels.	County Fire	
IMPLEMENTATION MEASURE 16-2B(1): Continue to work with the Mariposa County Fire Safe Council or other appropriate agency or group as a major avenue for educating residents and coordinating citizen efforts in fire prevention.	County Fire	
IMPLEMENTATION MEASURE 16-3A(1): Adopt a strategic plan for fire safety incorporating the Standards of Cover for the Mariposa County Fire Department identifying current and future fire service areas and standards.	County Fire	

Packet Pg. 709
J.3.a
Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 16-3A(2): The strategic plan shall identify the long term capital improvements, rolling stock, equipment and supplies, and other major purchase items needed to maintain and improve fire safety.	County Fire	
IMPLEMENTATION MEASURE 16-3A(3): The strategic plan shall identify thresholds and capital facility needs for each of the existing and future service areas.	County Fire	
IMPLEMENTATION MEASURE 16-3A(4): Revise and update the "Standards of Cover" and its service area maps.	County Fire	
IMPLEMENTATION MEASURE 16-3B(1): Enable facilities for "heavy" fire suppression helicopter operations at the Mariposa Yosemite Airport.	County Fire and Public Works	
IMPLEMENTATION MEASURE 16-4A AND B(1): Adopt a comprehensive County Flood Protection Ordinance that includes at a minimum the following requirements: • All structures in flood hazard areas are constructed with materials and equipment resistant to flood damage. • All mobile homes shall be anchored by providing over-the-top and frame ties to ground anchors. • All new and replacement water systems shall be designed to prevent infiltration of floodwaters into the system. • On-site sewage disposal systems shall be located to avoid impairment to them or contamination from them during flooding.	Planning and Public Works	
IMPLEMENTATION MEASURE 16-4C(1): The update to Title 17, Mariposa County Code, Zoning shall include a dam inundation overlay district.	Planning	
IMPLEMENTATION MEASURE 16-5A(1): Enact an ordinance to require a hydrologic evaluation for subdivisions and development projects located within flood plains and drainage channels to ensure potential flood hazard is minimized.	Public Works	

Packet Pg. 710
J.3.a
Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 16-5A(2): Subdivision parcel and final maps and building permit site plans shall provide for on-site detention for normal storm water flows in excess of the capacity of natural drainage courses receiving runoff from the development.	Building	
IMPLEMENTATION MEASURE 16-5B(1): Amend Title 16 of the Mariposa County Code, Subdivisions, to require subdivision parcels and development projects to provide at least one means of vehicular access not crossing a flood hazard area, or be constructed above the maximum flood elevation.	Planning	
IMPLEMENTATION MEASURE 16-5C(1): Enact an ordinance requiring ponds and facilities for retaining water to be designed to prevent downstream flooding.	Building and Public Works	
IMPLEMENTATION MEASURE 16-6A(1): Amend Title 17 of the Mariposa County Code, Zoning, to require flood and drainage channels to be designed into landscaping plans.	Planning	
IMPLEMENTATION MEASURE 16-6A(2): Land use maps shall maintain low intensity zoning in floodplain areas.	Planning	
IMPLEMENTATION MEASURE 16-7A AND B(1): Site inspections and maps (topographic, soils and geologic) will be used to identify geologic hazard areas (e.g., landslide-prone areas) in the County. The maps will be retained and available in the County Planning Department.	Planning	
IMPLEMENTATION MEASURE 16-7A AND B(2): The County Building Official will review plans for new construction in geologic hazard areas and will determine whether engineering studies, including structural and soils analyses, are required prior to issuing permits for construction in these areas.	Planning and Building	On-going
IMPLEMENTATION MEASURE 16-8A(1): New development projects in or near a seismic risk area (fault zone) or geologic hazard area shall be discouraged or designed to such standards as to minimize or eliminate such risk.	Planning and Building	
IMPLEMENTATION MEASURE 16-8B(1): Public facilities shall be sited to avoid known seismic dangers and shall be constructed to meet seismic safety requirements of the Uniform Building Code.	Building	On-going

Packet Pg. 711
J.3.a
Attachment: 2021 General Plan Annual Report (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

Implementation Measures	Responsible Agency/Department	Date Implemented, Evidence & Discussion
IMPLEMENTATION MEASURE 16-9A(1): Review development and subdivision proposals to avoid building sites in areas subject to secondary seismic effects.	Planning	
IMPLEMENTATION MEASURE 16-10A(1): No land development incompatible with the airport land use plan shall be permitted in the airport's area of influence.	Planning	On-going
IMPLEMENTATION MEASURE 16-11A(1): Enforce the requirements of the County's Comprehensive Hazardous Waste Management Plan.	Health	
IMPLEMENTATION MEASURE 16-12A(1): Review and update the Mariposa County Emergency Management Plan every five years.	Emergency Services	
IMPLEMENTATION MEASURE 16-12A(2): Undertake full operation emergency situation drills and training periodically.	Emergency Services	

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution
No.

Resolution accepting the 2021 General Plan Annual Report Plan and approving the 2022 General Plan Amendments Schedule, County Project No. 2022-009.

WHEREAS, the laws of the State of California require Mariposa County to adopt and maintain a General Plan to guide the long-term development of the County, pursuant to Government Code Section 65300 et seq.; and

WHEREAS, after six years of public workshops, policy drafts, plan revisions and final public hearings, the Board of Supervisors did adopt the Mariposa County General Plan on 18th day of December, 2006; and

WHEREAS, State Government Code Section 65400(a)(2) requires that an annual report be prepared on the progress in the implementation of the General Plan, and the progress the County is making with regard to meeting its share of regional housing needs; and

WHEREAS, comments from County Departments were requested with respect to their involvement in the implementation of the General Plan; and

WHEREAS, a draft 2021 General Plan Annual Report was prepared in accordance with the requirements of the State law, and was made available for public review; and

WHEREAS, the 2021 General Plan Annual Report was submitted to the State Department of Housing and Community Development and to Governor's office of Planning and Research on the 31st day of March, 2022; and

WHEREAS, a duly noticed Planning Commission public hearing on the 2021 General Plan Annual Report was scheduled for the 18th day of November, 2021; and

WHEREAS, the Planning Commission did hold a public hearing and considered the information provided by County Departments and in the public record, including the 2021 General Plan Annual Report, which also includes the 2022 Amendment Schedule; and

WHEREAS, Planning Commission adopted Resolution 2022-013, recommending that the Board of Supervisors accept the 2021 General Plan Annual Report; and direct staff to forward the final resolution for the 2021 General Plan Annual Report to the State Department of Housing and Community Development and the State Office of Planning and Research. The Planning Commission recommended the Board find these actions are categorically exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines, Section 15306.

Attachment: Draft Resolution (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

NOW THEREFORE BE IT RESOLVED THAT the Board of Supervisors hereby adopts this Resolution accepting the 2021 General Plan Annual Report, which includes the 2022 Amendment Schedule; and directs staff to forward the final resolution for the 2021 General Plan Annual Report to the State Department of Housing and Community Development and the State Office of Planning and Research.

NOW THEREFORE BE IT FINALLY RESOLVED THAT The Board of Supervisors finds these actions to be categorically exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines, Section 15306.

ON MOTION BY Supervisor_____ seconded by Supervisor _____, this resolution is duly passed and adopted this 13th day of December, 2022 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Danielle Bondshu
Clerk of the Board of Supervisors

APPROVED AS TO LEGAL FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: Draft Resolution (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

EXHIBIT A

Schedule of 2021 General Plan Amendments

	Applications	Application Deadline	Planning Commission Public Hearing	Board of Supervisors Public Hearing
	Review of 2020 Annual Report	n/a	February 26, 2021	To be determined
One - (private or public)	Applications submitted and completed by February 1, 2021	February 1	February 12	March 2
Two - (private or public)	Other applications submitted and completed by August 30, 2019	August 30	November 12*	December 14*
Three - (private or public)	Other applications submitted	TBD as necessary*	*	*
Four - (private or public)	Other applications submitted	TBD as necessary*	*	*

*Public hearing dates are not definite until they have been noticed and advertised.

Attachment: Draft Resolution (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

MARIPOSA COUNTY
NOTICE OF EXEMPTION

TO: County Clerk, County of Mariposa
P.O. Box 247
Mariposa, CA 95338

FROM: Mariposa County
Board of Supervisors
P.O. Box 784
Mariposa, CA 95338

Project Title: 2021 General Plan Annual Report (County Project No. 2022-009)

Project Location: Countywide

Description of Project: 2021 General Plan Annual Report (County Project No. 2022-009)

The 2021 Annual Report contains a review of the General Plan policies, programs and implementation measures that were addressed during the 2021 calendar year. It also describes planning activities that are in process and remaining anticipated in 2021 through 2023 and subsequent years to achieve full consistency between General Plan policies and County development regulations.

Name of Public Agency Approving Project: Mariposa County Board of Supervisors

Name of Person/Agency Carrying Out Project: County of Mariposa

Exempt Status: Class 6 Categorical Exemption [Section 15306)]

Reasons Why Project is Exempt: The Annual Report, does not create or alter policy; it is simply a reporting document. The content is provided for informational purposes only, and is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306.

Lead Agency Contact Person: Steve Engfer, Interim Planning Director

Phone Number: (209) 966-5151

_____ _____

Steve Engfer
Interim Planning Director

Date

Attachment: Draft Notice of Exemption (RES-2022-705 : 2021 General Plan Annual Report (County Project No. 2022-009))

2021 General Plan Annual Report

Board of Supervisors Public Hearing

December 13, 2022

Attachment: Presentation (RES-2022-705 : 2021 General Plan Annual Report (County

2021 General Plan Annual Report

Purpose of Annual Report

- State Law and the Mariposa County General Plan requires a report be prepared each year on the General Plan.
- The Report reviews the General Plan policies, programs and implementation measures that were addressed in 2021.
- The Annual Report does not amend the General Plan.
- The Report is one tool that the County uses to evaluate the goals and objectives in the General Plan for internal consistency.

Attachment: Presentation (RES-2022-705 : 2021 General Plan Annual Report (County

2021 General Plan Annual Report

- There are eight required elements and optional elements can be included at the discretion of the local jurisdiction.
- The following table summarizes the elements included in Mariposa County's General Plan:

Attachment: Presentation (RES-2022-705 : 2021 General Plan Annual Report (County

2021 General Plan Annual Report

Table 1: Mariposa County General Plan Elements			
Mandatory Elements	**Year Adopted**	**Last Comprehensive Update**	**Last Amendment**
Land Use Element	2006	N/A	2018
Circulation, Infrastructure, and Services Element	2006	N/A	N/A
Housing Element	2019	8/2019	N/A
Conservation and Open Space Element	2006	N/A	2015
Noise Element	2006	N/A	N/A
Safety Element	2006	N/A	10/2017
Environmental Justice	"upon the adoption or next revision of two or more elements concurrently on or after January 1, 2018."		
Optional Elements			
Agricultural Element	2006	N/A	N/A
Economic Development Element	2006	N/A	N/A
Arts and Culture Element	2006	N/A	N/A
Local Recreation Element	2006	N/A	N/A
Regional Tourism Element	2006	N/A	N/A
Historic and Cultural Resources Element	2006	N/A	N/A
Volume II-Area Plans			
Coulterville Town Planning Area Town Plan	1980	N/A	2016
Catheys Valley Community Plan	2012	N/A	2020
Fish Camp Town Planning Area Specific Plan	1983	N/A	2019
Wawona Town Planning Area Specific Plan	1987	2012	2016
Mariposa Town Planning Area Town Plan	1992	N/A	2019

Attachment: Presentation (RES-2022-705 : 2021 General Plan Annual Report (County

Area Plans in Preparation

- Work continued on the Midpines Community Plan.
- Completed draft that was reviewed by the Board of Supervisors on December 8, 2020. Advisory Committee draft recommendation occurred
- Comments were provided by the Board and were addressed by the Committee.
- Environmental Review underway 2022-23
- Plan will be taken through the public review process and will continue in remainder of 2022 into Winter 2023 for adoption process.

Attachment: Presentation (RES-2022-705 : 2021 General Plan Annual Report (County

Planning Area and Area Plan Status

Planning Area	*Planning Advisory Committee*	*Area Plan Status*
Bear Valley Community	No	Not scheduled
Bootjack Community	No	Not scheduled
Buck Meadows Special	No	Not scheduled
Catheys Valley Community	Yes	Adopted
Coulterville Town	Yes	Adopted
El Portal Town	Yes	Pending for completion in the intermediate term
Fish Camp Town Specific Plan	Yes	Adopted
Foresta Special	No	Not scheduled
Greeley Hill Community	Yes	Not scheduled
Hornitos Community	No	Not scheduled
Lake Don Pedro Town	No	Pending for completion in short term
Mariposa Town	No	Adopted
Midpines Community	Yes	Pending for completion in short term
Mount Bullion Town	No	Not Scheduled
Wawona Town Specific Plan	Yes	Adopted
Yosemite National Park	N/A	Complete
Yosemite West Special Plan	Yes	Pending for completion in the short term

Yosemite National Park has prepared three major updates to its General Management Plan. Of these various plans, the Yosemite Valley Plan and the Merced River Plan have the greatest s[illegible] collaborative planning issues within the County.Source: Mariposa County General Plan.

Attachment: Presentation (RES-2022-705 : 2021 General Plan Annual Report (County

Amendments Completed in 2021

Amendment	Description
General Plan/Area Plan/Zoning Amendment No. 2020-054; Parcel Merger No. 2020-055; and Major Design Review No. 2020-056	Amendment to rezone 0.52 acres from Multi-Family Residential to Professional Office; merger of three parcels into a single parcel totaling 1.55 acres; the demolition of a single-family residence; and the construction of a 4,885 sq. ft. dental office building. Approved by resolution on August 24, 2021. Accompanying ordinance adopted on September 15, 2021
General Plan/Zoning Amendment No. 2017-084 Mariposa County	Amendment to the Mariposa County General Plan and Zoning Ordinance to establish policies and regulations to allow and establish development standards and conditions for Special Event Facilities in rural areas. Approved by resolution on October 19, 2021. Accompanying ordinance adopted on November 2, 2021.
General Plan/Area Plan Amendment No. 2020-167; Self-Help Enterprises	Amended the land use designation of an approximately 0.50-acre portion of a parcel from single-family residential to multi-family residential, which will be developed with a stormwater drainage basin and a basketball court that will be associated with the Mariposa Terrace low-income apartment project. Approved by resolution on March 2, 2021. Accompanying ordinance adopted on March 16, 2021

Attachment: Presentation (RES-2022-705 : 2021 General Plan Annual Report (County

Strategic Implementation Plan

- In August of 2017, the County initiated a project to develop a Strategic Implementation Work plan to prioritize and guide the implementation of the General Plan.
- The Strategic Implementation Work Plan was developed to identify specific work tasks along with a recommended priority, through a series of workshops and discussions. The Strategic Implementation Work Plan was accepted by the Board of Supervisors in March of 2018.
- The Strategic Implementation Work Plan is a 5-year work plan to implement the General Plan. Several tasks are identified to commence in the 2018-2020 fiscal years. A copy of the complete table identifying all the tasks and schedule is attached to the report.
- In February of 2019, RFP released to seek a consultant to commence work on Tasks 1.5 and 1.6, Zoning and Subdivision Ordinance Update.
- Significant progress made through 2021 and 2022 on the Development Code update project. That task is well underway. Estimated public review process in 2023.

Attachment: Presentation (RES-2022-705 : 2021 General Plan Annual Report (County

Implementation Tasks in Coming Year

- Countywide Fire Safety Strategic Plan
- Mariposa Town Plan Update
- Midpines Community Plan
- Zoning Ordinance Update
- Subdivision Ordinance Update
- Agriculture & Working Landscape Conservation Plan Development in 2022 (completion in 2023
- Terracount carbon sequestration modeling complete in 2022-23

Attachment: Presentation (RES-2022-705 : 2021 General Plan Annual Report (County

Housing Element Implementation

- The 2019-2024 Housing Element demonstrates that the County can accommodate assigned RHNA (Regional Housing Needs Allocation). The actual creation of new housing is the responsibility of the private housing sector.
- The Housing Element identifies several new programs that are necessary to meet legislative requirements. Each Housing Element program and its implementation status are summarized in Annual Report.

Attachment: Presentation (RES-2022-705 : 2021 General Plan Annual Report (County

Housing Element Implementation-RHNA

- Each jurisdiction gets a Housing Element and Regional Housing Needs Allocation, or RHNA. As part of RHNA, the California Department of Housing and Community Development, or HCD, determines the total number of new homes that need to build—and how affordable those homes need to be—in order to meet the housing needs of people at all income levels.
- Progress is required to be reported annually to HCD
- Ultimate development of housing units comes from the private sector.

Attachment: Presentation (RES-2022-705 : 2021 General Plan Annual Report (County

Jurisdiction	Mariposa County - Unincorporated	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	08/31/2019 - 08/31/2024

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1	2									3	
Income Level		**RHNA Allocation by Income Level**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**				**Total Units to Date (all years)**	**Total R RHNA b L**
Very Low	Deed Restricted	51	-	-	-	-	-	-	-	-	-	-	51
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	26	-	1	-	-	-	-	-	-	-	1	25
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	37	-	-	-	-	-	-	-	-	-	-	37
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-		
Above Moderate		81	17	55	47	-	-	-	-	-	-	119	-
Total RHNA		195											
Total Units			17	56	47	-	-	-	-	-	-	120	13

Note: units serving extremely low-income households are included in the very low-income permitted units totals and must be reported as very low-income units.

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will include units that were permitted since the start of the planning period.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Attachment: Presentation (RES-2022-705 : 2021 General Plan Annual Report (County

Housing Element Implementation

In December of 2018, the Board of Supervisors had a discussion on potential housing programs that could assist in increasing the supply of housing. Several options were identified and discussed, including:

- Accessory Dwelling Units
- Single Room Occupancy (SRO) units
- Kitchen Definition
- Tiny Homes
- Junior Accessory Dwelling Units (JADUs)
- Allowance for Extended Stay RV Parks
- Areas for Extended Stay RV Parks
- Employee Housing
- "Pre-Approved" Building Permit Plans for Tiny Homes
- High Density Housing
- Density Bonus Provisions
- Housing Element Update

Attachment: Presentation (RES-2022-705 : 2021 General Plan Annual Report (County

Housing Element Implementation

- Integrated Mobility and Housing Strategy (IMHS) -$270,000 grant from the Caltrans Sustainable Communities Transportation Planning in fall of 2020. IMHS will identify a strategy for developing new workforce housing in Mariposa County to support employees of Yosemite National Park.
- Awarded Permanent Local Housing Allocation ($128,000 per year); years 1-2 to support the Creekside Terrace project in the community of Mariposa; years 3-5 for Accessory Dwelling Unit incentives.
- Awarded an Infill Infrastructure Grant in the amount of $1.9 million from HCD to support the Creekside Terrace project in conjunction with Self-Help Enterprises.
- Awarded $65,000 from the HCD Local Early Action Planning Grant for Enterprise Resource Planning land use and permitting software.
- Awarded SB2 grant funding for implementing housing policies in the Zoning and Subdivision Ordinance (development code) updates.

Attachment: Presentation (RES-2022-705 : 2021 General Plan Annual Report (County

Housing and Vacation Rental Conversion

- Program 4.2 of the 2019-2014 Housing Element requires the County to periodically evaluate the conversion of housing units to vacation rentals.
- By end of 2021, the number of vacation rentals and bed and breakfasts totaled 720.
- Approximately 7.3% of the housing supply (9760 housing units).
- 6.2% if bed and breakfasts are excluded from total
- In 2010, vacation rentals represented 2.3% of the housing supply
- In 2014, vacation rentals represented 4% of the housing supply

Attachment: Presentation (RES-2022-705 : 2021 General Plan Annual Report (County

Housing and Vacation Rental Conversion

- Anecdotal information suggests the lack of available housing has resulted in the following economic development and rural character impacts:
- Hours for local businesses are limited, due to limited available employees.
- Developer willingness to make investments to existing businesses is limited, due to lack of available housing for needed additional employees.
- There is a need for new job generating developments and existing businesses to address availability of housing as part of their projects. Businesses need employees to be successful and employees need locally available housing.
- Higher level positions at Park are increasingly difficult to fill or are going unfilled because there isn't available housing.
- Character of some residential neighborhoods is being impacted by vacations rental occupants.

Attachment: Presentation (RES-2022-705 : 2021 General Plan Annual Report (County

Housing and Vacation Rental Conversion

The number of new dwelling permits issues has not kept pace with the number of new vacation rentals for the previous 5 years. In 2020, for the first time in 5 years there were 17 more new residential units created than new vacation rentals. In 2021, there were 12 more new residential unit construction permits issues than new vacation rental permits. This is likely due to the ongoing pandemic and associated travel restrictions.

YEAR	NUMBER OF NEW VACATION RENTAL FACILITIES	NUMBER OF NEW DWELLING PERMITS	DIFFERENCE NEW PERMITS VS NEW VACATION RENTAL(negative number represents a net loss of available housing units)	NUMBER OF CERTIFICATES OF OCCUPANCY
2014	35	49	**14**	
2015	66	54	**-12**	
2016	74	47	**-27**	**47**
2017	64	37	**-27**	**37**
2018	72	56	**-16**	**48**
2019	71	63	**-8**	**60**
2020	39	56	**17**	**29**
2021	35	44	**12**	**45**

Attachment: Presentation (RES-2022-705 : 2021 General Plan Annual Report (County

Accessory Dwelling Units and Junior Accessory Dwelling Units

- Recent changes in State law regarding Accessory Dwelling Units and Junior Accessory Dwelling Units have been made to encourage the development of these types of residential units.
- Staff will be reviewing current County Code in relation to current State laws to ensure County Code is in compliance with current regulations.
- Changes are being considered through the Zoning Ordinance update project
- ADU Handbook work proceeding in 2022

Attachment: Presentation (RES-2022-705 : 2021 General Plan Annual Report (County

Public Comments Received

- No public comments received to date

Attachment: Presentation (RES-2022-705 : 2021 General Plan Annual Report (County

2021 General Plan Annual Report

- Annual Report, does not create or alter policy; it is simply a reporting document. The content is provided for informational purposes only and is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306.

Attachment: Presentation (RES-2022-705 : 2021 General Plan Annual Report (County

2021 General Plan Annual Report

Recommended Actions

- Following consideration and public testimony on the General Plan Annual Progress Report for Calendar Year 2021, it is recommended that the Board of Supervisors take the following actions:
- Consider any changes that should be made to the General Plan Annual Progress Report for Calendar Year 2021;
- Adopt a Resolution to Accept the General Plan Annual Progress Report for Calendar Year 2021,
  - Direct that the final resolution of the General Plan Annual Update Report be provided at the earliest opportunity to the Office of Planning and Research and the Department of Housing and Community Development,
  - Find these actions are exempt from CEQA pursuant to CEQA Guidelines Section 15306.

Attachment: Presentation (RES-2022-705 : 2021 General Plan Annual Report (County