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**
TOM SWEENEY	**DISTRICT II**
MARSHALL LONG	**DISTRICT III**
WAYNE FORSYTHE	**DISTRICT IV**

ACTION SUMMARY MINUTES

April 26, 2022

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

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Tom Sweeney	District II 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	Present	9:00 AM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

None.

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

Regarding CA22, Chair Smallcombe noted that Ms. Clary withdrew her resignation. Regarding CA21, Supervisor Sweeney thanked Ruth Sellers for her 25 years of service to this committee. Regarding CA26, Supervisor Long noted that when this item was approved last year it was requested that the landlord be contacted regarding repairing the rough parking lot. No public comment.

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

CA1. **Health and Human Services** **RES-2022-239**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2022-240**

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

CA3. **Sheriff's Office RES-2022-241**

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

CA4. **Administration RES-2022-242**

Approve an Agreement with the California Department of Forestry and Fire Protection for Fuel Reduction Services on County Property; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. **Administration/Community Development 2022-41**

Appoint Nikki West, Shana Bender, Amber Chambers, and Staci Johnston to the Childcare Task Force (CCTF) as the Representatives of First Five, Infant/Child Enrichment Services (ICES) Agency, Mariposa Local Childcare Planning Council and Calaveras/Mariposa Community Action Agency (CMCAA), Respectfully, for a Term that Will Expire on April 26, 2023

CA6. **Agricultural Commissioner RES-2022-243**

Approve the Pierce's Disease Control Program Agreement/Glassy-Winged Sharpshooter Program Agreement 21-0517-008-SF for Fiscal Years 2022/2023 and 2023/2024 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Agricultural Commissioner RES-2022-244**

Approve California Seed Law Memorandum of Understanding (MOU) No. 21-Sd22 for Fiscal Year 2021/2022 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the MOU

CA8. **Board of Supervisors**

Approve the Minutes of Tuesday, February 22, 2022

CA9. **Board of Supervisors**

Approve the Minutes of Tuesday, March 1, 2022

CA10. **Board of Supervisors**

Approve the Minutes of Tuesday, March 8, 2022

CA11. **Board of Supervisors**

Approve the Minutes of Tuesday, March 15, 2022

CA12. **Clerk of the Board of Supervisors 2022-42**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in March of 2022

CA13. **Clerk of the Board of Supervisors 2022-43**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in March of 2022

CA14. **Child Support Services RES-2022-245**

Approve the Memorandum of Understanding (MOU) Continuing the Merced-Mariposa Regional Department of Child Support Services Effective May 1, 2022, for a Three-Year Period; and Authorize the Board of Supervisors Chair to Sign the MOU

CA15. **Health and Human Services RES-2022-246**

Approve the Allocation of One Additional Full Time Staff Services Analyst I/II Position and Two Additional Full Time Administrative Analyst I/II Positions in the Health and Human Services Administration Budgets, Effective Immediately

CA16. **Health and Human Services RES-2022-247**

Add One Allocation of an Office Technician in the Health and Human Services Agency (HHSA) Human Services Branch; and Eliminate One Office Assistant II Allocation in the HHSA Administrative Services Branch

CA17. **Health and Human Services RES-2022-248**

Ratify the Fourth Amendment to Agreement with County of Tuolumne to Receive Interim Services of County of Mariposa Health Officer, Extending the Term of Agreement through April 18, 2022

CA18. **Health and Human Services RES-2022-249**

Approve Fifth Amendment to Agreement with the County of Tuolumne to Receive Interim Services of County of Mariposa Health Officer Increasing Compensation for a New Amount Not to Exceed $60,000, and Extend the Term to February 1,2023; and Authorize the Board of Supervisors Chair to Sign

CA19. **HHS/Behavioral Health & Recovery Services RES-2022-250**

Approve First Amendment to Agreement with Shaun Quinn to Provide Mental Health Triage Services for Health and Human Services, Increasing the Amount by $35,000 to a New Amount Not to Exceed $70,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA20. **HHS/Social Services RES-2022-251**

Approve a Lease Agreement with Steve Meisner for 5121 Jones Street, Mariposa, California, to be Used for Transitional Housing; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA21. **Planning 2022-44**

Accept the Resignation and Recognize the Service of Ruth Sellers (Public Member At-Large) on the Historic Sites and Records Preservation Commission

CA22. **Planning 2022-45**

Recognize the Service of David Breemer and Lydia Clary, as Members of the Code Compliance Advisory Committee

CA23. **Public Works 2022-46**

Accept the Resignation and Recognize the Service of Neal Misener from the Yosemite West District Advisory Committee

CA24. **Public Works RES-2022-252**

Approve an Agreement with Caltrans for 2021/2022 Optional Federal Apportionment Exchange and State Match Program for the Regional Surface Transportation Program (RSTP) Funds; and Authorize the Director of Public Works and Transportation to Sign the Agreement

CA25. **Sheriff's Office RES-2022-253**

Approve a One Year Lease Agreement with Mr. Thomas McHugh, Property Owner of 10549 Fiske Road, Coulterville, CA 95311, in an Amount Not to Exceed $14,514.12 for the North County Sheriff's Patrol Sub-Station; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA26. **Sheriff's Office RES-2022-254**

Approve a Lease Agreement with William Freeman for the Property Located at 5012 Fairgrounds Drive for Use as an Animal Control Facility; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA27. **Sheriff's Office RES-2022-255**

Approve a Lease Agreement with Steve Wells for Sheriff's Office OES Office Space in an Amount Not to Exceed $25,200; and Authorize the Board of Supervisors Chair to Sign the Lease Agreement

CA28. **Sheriff's Office RES-2022-256**

Approve One Over-Hire of an Animal Control Officer Effective, May 1, 2022

CA29. **Treasurer-Tax Collector-County Clerk RES-2022-257**

Authorize the Annual Authority of the Treasurer to Invest and Reinvest Funds of the County and Funds of the Other Depositors Pursuant to Government Code Sections 27000.1 and 53607; Approve the Investment Policy and Guidelines for the County of Mariposa Pursuant to Government Code Section 53646(A) (1); and Authorize the Board of Supervisors Chair to Sign the Investment Policy and Guidelines

E. Board Recognitions

1. **District Attorney/Victim Witness 2022-47**

Proclaim April 24Th - 30Th, 2022, as "Crime Victims' Rights Week"

Walter Wall/District Attorney provided the staff report and introduced Jessica Mimnaugh who then introduced Ellie, the Court House facility dog and added additional staff report. No public comment.

Chair Smallcombe presented the proclamation to Mr. Wall and staff.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. **Board of Supervisors 2022-48**

Proclaim the Month of April 2022 as "Arts, Culture, and Creativity Month" (Cara Goger, Mariposa Arts Council)

Cara Goger/Executive Director, Arts Council provided the staff report. No public comment.

Chair Smallcombe presented the proclamation to Ms. Goger.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

3. **HHS/Community Services 2022-49**

Proclaim the Month of May 2022 as "Older Americans Month" and Recognize the Significance of This Year's Theme, "Age My Way"

Terri Peresan/Deputy Director Adult and Aging provided the staff report and introduced Diana Zigenfues and Julianne Simms who provided additional information and noted that the theme this year is "Age My Way". No public comment.

Chair Smallcombe presented the proclamation to Ms. Peresan and staff.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

4. **Board of Supervisors RES-2022-238**

Adopt a Resolution Recognizing Fredrick Law Olmsted's (FLO) 200Th Birthday (Board Chair)

Don Fox, Mariposa resident and landscape architect in Yosemite National Park provided the report and introduced Chris Allen/Mariposa Museum and History Center. No public comment.

Chair Smallcombe presented the proclamation to Mr. Fox and Mr. Allen.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

F. Departmental Presentation

Joe Lynch/Acting Health and Human Services Director advised that Dr. Eric Sergienko and Dr. Kristina Allen were not available to attend the meeting today and continued by reporting for them on COVID 19. Mr. Lynch advised that Mariposa County is at a stable mid-level of transmission with most cases being seen in Yosemite National Park. Mr. Lynch recommended getting vaccinated, boosted, tested, and stay home if you are sick. Mr. Lynch advised the Deputy Michael King was the fiancé of Shelia Baker/HHSA.

Karen Smith reported for the Chamber of Commerce regarding a town hall meeting in the Board Chambers on April 27th regarding Measure O and the hospital.

Steve Ward/Mariposa County Fire Chief/Calfire advised on the Calfire side that as of May 1st burn permits are required for residential burning for 4' by 4' brush piles, and a permit can be obtained for larger fires. Chief Ward responded to Supervisor Sweeney noting that by mid-May there may be burning restrictions for lower elevations.

Shannon Hansen/Public Works and Transportation Director provided information on teaming up with Caltrans in the Clean California program, May 14th is free dump day, the solar project is on schedule and the steel structures have been erected, more will be done in July, and the Government center is on schedule for August. Ms. Hansen responded to questions of Supervisor Forsythe advising that she speaks with Caltrans weekly, and she will not let Caltrans walk away without everything on the punch list being completed.

Jake Hawley/Visitors Center provided numbers on visitors and noted that downtown was quite full last weekend. Mr. Hawley advised that the month of April has shown more than 2000 visitors, with last year there were 1036 visitors for April. This year the average is 45 visitors per day, and last year the average was 22 visitors per day, with a majority or foreign travelers currently.

G. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

10:18 AM Chair Smallcombe recessed the Board of Supervisors meeting, followed by the Deputy Clerk's reading of the Government Code announcement.

H. LOCAL TRANSPORTATION COMMISSION

10:18 AM Chair Smallcombe convened the Local Transportation Commission (LTC) meeting with all commissioners present.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works LTC-2022-6**

Approve an Agreement with Caltrans for the FY 21/22 Optional Federal Apportionment Exchange and State Match Program for the Regional Surface Transportation Program (RSTP) Funds; and Authorize the

Executive Director - Mariposa County Local Transportation Committee (MCLTC) to Sign the Agreement

Shannon Hansen/Local Transportation Executive Director provided staff report. No public comment.

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

2. **Public Works** **LTC-2022-7**

Adopt a Resolution Approving the Application and Necessary Documents Pertaining to the Federal Transit Administration (FTA) Section 5311 Program (Operating Assistance) Funds; and Authorize the Local Transportation Commission Executive Director to Sign the Application and Necessary Documents to Implement the Section 5311 Grant (Subject to Approval as to Form by County Counsel)

Shannon Hansen provided the staff report. No public comment. Discussion ensued.

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

Adjourn LTC

10:24 AM Chair Smallcombe adjourned the LTC meeting and recessed for a brief break.

Reconvene as Board of Supervisors

10:32 AM Chair Smallcombe reconvened the Board of Supervisors meeting.

I. Regular Agenda Items

1. **Building** **2022-ORD-1173**

Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Amending County Code to Add Section 15.10.260.F to Preclude Permits from Being Issued to Parcels with Known Code Violations"

Debra Willis/Interim Building Director gave the staff report and introduced Sarah Williams/Planning Director. During public comment Ms. Willis responded to a question of Andre Wright advising that there are two exemptions, this will not apply to emergency permits or a permit to abate an issue.

RESULT: INTRODUCED [UNANIMOUS] Next: 5/10/2022 9:00 AM

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. **Sheriff's Office 2022-ORD-1174**

Waive the Second Reading and Adopt an Ordinance in Accordance with AB481, Titled "An Ordinance Adopting the Mariposa County Sheriff's Office Military Equipment Use Policy"

Captain Kevin Packard/Sheriff's Office thanked Joe Lynch for his words for the loss of Deputy King and provided the staff report. No public comment.

RESULT: INTRODUCED [UNANIMOUS] Next: 5/10/2022 9:00 AM

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

3. **Fire (ID # 12830)**

Receive a Presentation with Discussion and Possible Direction on Type of Replacement Fire Apparatus Being Brought into County Fire

Steve Ward provided the staff report and noted that he is returning at the request of Supervisor Forsythe regarding the types and specifications of new equipment. Mr. Ward responded to questions of the Board. No public comment. Direction was given to proceed with consideration of 4WD equipment.

RESULT: DIRECTION GIVEN

4. **Health and Human Services (ID # 12778)**

Receive a Presentation Regarding the Status, Implementation, and Roll-Out of California Advancing and Innovating Medi-Cal (CalAIM) Within the Health and Human Services Agency and Between Our Local Community Partners

Joe Lynch introduced Julianne Simms and Lynn Rumfeld, Ms. Simms noted that she is filling in for Baljit Hundal. Ms. Rumfeld and Ms. Simms provided the staff report with a PowerPoint presentation and provided the presentation as a handout to the Board of Supervisors. No public comment. Discussion ensued.

RESULT: PRESENTATION MADE

5. **Administration/Human Resources RES-2022-258**

Approve Amendments to the Sheriff's Captain Job Description

Joe Lynch provided the staff report and responded to questions of the Board noting that the amendments will allow staff to work in other areas. Captain Packard noted that this is expanding abilities in the custody setting. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Tom Sweeney, District II Supervisor

SECONDER: Marshall Long, District III Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

6. **Administration RES-2022-259**

Adopt a Resolution of Intention Declaring County-Owned Real Property as Surplus to the Needs of the County (Mariposa County APN 001-030-001 and Tuolumne County APN 071-120-011); and Approve a Notice of Intention to Sell Surplus Real Property 4/5ths Vote Required

Dallin Kimble noted that this item is being brought back at the request of the Board last year and provided the staff report. Mr. Kimble advised that due to restrictions on this property it cannot be developed as housing. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

J. Items removed from Consent Agenda

None.

K. Closed Session

1. **Administration/Human Resources (ID # 12864)**

CLOSED SESSION: Public Employee Position to be Filled [Government Code Section 54957(B)(1)]-County Librarian

No public comment.

RESULT: **CLOSED SESSION HELD**

2. **Administration/Human Resources (ID # 12863)**

CLOSED SESSION: Public Employee Position to be Filled [Government Code Section 54957(B)(1)]-Building Director

No public comment.

RESULT: **CLOSED SESSION HELD**

3. **Administration/Human Resources (ID # 12867)**

CLOSED SESSION: Public Employment, Title, or Position to be Filled: (Government Code Section 54957 (B) (1)); Clerk of the Board

No public comment.

RESULT: CLOSED SESSION HELD

Recess

11:44 AM Chair Smallcombe moved the meeting into Closed Session.

L. 2:00 PM Reconvene

1. **Board of Supervisors (ID # 12844)**

Receive a Presentation from the Mariposa County Fire Safe Council (Barbara Cone, Executive Director)

Barbara Cone/Executive Director, Fire Safe Council (FSC) introduced staff and gave the presentation, then requested that during the Board's budget hearing they consider an amount not to exceed $70,000 to support administrative costs of the FSC. In response to a question of Supervisor Sweeney, Ms. Cone stated that their office space will be required to comply with the American Disability Act (ADA) per the grants they are administering, and if they are not providing direct service to a specific grant their time is not covered by the grant, such as tax preparation, attending meetings, etc. During public comment, Dan Wiesel, Chris Lovelace, Brian Mattos/Calfire, Karen Smith, Joe (last name unknown), Bob Morse/FSC Vice-Chair, Ann Hart, and Armando Rios spoke in support of funding the request of the FSC. Carol Duey/FSC Treasurer read a letter of support from one of their partners. John, resident bordering the Yosemite/Mariposa Airport, advised that his foundation will contribute $30,000 to FSC if the FSC request of $70,000 is approved. Discussion ensued.

RESULT: INFORMATION RECEIVED

Recess

3:10 PM Chair Smallcombe recessed the meeting for a brief break and reconvened at 3:15 PM.

2. **Administration/Community Development (ID # 12852)**

Receive a Presentation from Diane Kruse, President, NeoConnect, Introducing the Draft of the Regional Broadband Roadmap

Tara Schiff/Economic Development Specialist introduced Diane Kruse, NeoConnect President and Consultant who presented the staff report and an update of the project to date. Ms. Kruse clarified that the invitation for this grant is for all five counties. No public comment. Discussion ensued.

RESULT: PRESENTATION MADE

M. Board Information

None.

Report Out

3:39 PM Chair Smallcombe reported that Information was Received, and Direction was Given during the three Closed Sessions.

N. Adjournment

3:59 PM Chair Smallcombe adjourned in memory of Deputy Michael King.

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 2022-239

MEETING: April 26, 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: Marshall Long, District III Supervisor
SECONDER: Tom Sweeney, District II Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-240

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue the COVID-19 Public Health Local Emergency

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

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

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

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

REF ID# 12907

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-241

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to COVID-19

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

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

REF ID# 12906

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-242

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Mount Bullion Camp Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with the California Department of Forestry and Fire Protection for Fuel Reduction Services on County Property; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This agreement would allow Cal Fire hand crews and engine companies to complete fuel reduction work behind the landfill, above the jail and on the north end of the property immediately south of the jail. There is no cost for this work, which will also be a training exercise for Cal Fire crews. Work will begin behind the landfill and may not all be completed prior to the conclusion of the training exercise.

The agreement represents an valuable opportunity for collaboration with a state agency and an additional asset for fire prevention or containment. Any work completed without cost is a benefit to the County and sites for similar future operations are already being discussed. Staff recommends approval of this agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County has not had a recent contract of this kind with the Department of Forestry and Fire Protection (Cal Fire). The County does contract with Cal Fire for command and control, dispatch and Amador coverage.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. No fuel reduction will occur on County property.

FINANCIAL IMPACT:
There is no financial impact to this action.

ATTACHMENTS:
Cal Fire Agreement for Fuel Reduction (PDF)
Map of Impacted Sites (PDF)

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

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

COOPERATIVE AGREEMENT/LICENSE

for Prevention and Suppression of Forest Fires
CAL FIRE 719 (10/19) (page 1 of 2)

CAL FIRE # _____
(No. assigned by HQ TS, Lands Unit)

PROJECT	JAILBREAK	**COUNTY**	MARIPOSA
Designated **LICENSOR** (Controls/Owns Prop.)	COUNTY OF MARIPOSA	Designated **LICENSEE:** Real Property Manager	Department of Forestry and Fire Protection

AUTHORITY CITED:

Public Resources Code 4141. *The Department may, for the prevention and suppression of forest fires, enter into cooperative agreements with any person, firm, association, or corporation that owns or controls any forest, brush, grass, or grain lands, under such terms as the Department deems advisable, and may renew, revise, or terminate these agreements*.

Government Code 14662.5. *In any agreement entered into whereby the state obtains a grant of easement, lease, license, right-of-way entry (including without limitation, a right-of-way, or right of entry on or over property of any railroad), the state agency or its director entering into the agreement on behalf of the state may agree to indemnify and hold harmless the grantor, lessor, or licensor and may agree to repair or pay for any damage proximately caused by reason of the uses authorized by such easement, lease, license, right-of-way, or right of entry agreement*.

THIS AGREEMENT: (dated for reference purposes, 03/28/2022)

By and between LICENSOR and LICENSEE, named above, in consideration of public services to be performed by LICENSEE for the prevention and suppression of forest fires, hereby licenses to the LICENSEE, use of the property under the ownership and/or control of LICENSOR, described as follows:

PROPERTY DESCRIPTION
Provide address, APN and/or portion of Section/Township/ Range, and/or other identifier(s):

76 UNASSIGNED 012-340-005-000
5381 N MARIPOSA CA 95338 012-340-014-000
18 UNASSIGNED 012-140-063-000
19 UNASSIGNED 012-140-062-000
147 UNASSIGNED 012-120-053-000

PURPOSE

Said Agreement on the above described premises will be as follows: perform fuel reduction along a dominant ridge. Fuel treatment will result in the construction of a shaded fuel break; where small trees (less than 8 inches in diameter) are thinned and brush removed. The cut trees and brush will either be hand piled and burned or mechanically chipped. Fuel reduction work to be completed by CAL FIRE Hand Crews and Engine Companies.

SUBJECT TO

To the extent that they can legally do so, both parties to this agreement agree to hold each other harmless against any and all claims for injury to the person or damage to the property, arising from the uses herein stated, except where such injury or damage is proximately caused by the negligent or willful acts of others, its servants, agents, or employees.

Either party shall have the right to terminate this Agreement with 90 days written notice, and in event of and prior to such termination, reserves the right to remove any improvement erected by it upon the said premises.

Attachments if needed: (Total number of pages attached _____ , including the following checked items)

☒ Legal description ☐ Location map ☐ Site plan ☐ Other

LICENSOR:	LICENSEE: State of California Department of Forestry and Fire Protection
Signature _____	Signature _____
Property control type _____	Title Real Property Manager
Date _____	Date _____

WITNESS NAME: _____ Date _____

Attachment: Cal Fire Agreement for Fuel Reduction (RES-2022-242 : Mount Bullion Camp Agreement)

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
COOPERATIVE AGREEMENT/LICENSE
for Prevention and Suppression of Forest Fires
CAL FIRE 719 (10/19) (page 2 of 2)

COOPERATIVE AGREEMENT/LICENSE (CAL FIRE 719) INSTRUCTIONS

This form replaces the previous A-19 form, which was developed by DGS for our use under their delegation. We have determined that CAL FIRE has its own organic authority to enter into agreements with property owners for the prevention and suppression of forest fires, including, but not limited to: fire access truck trails, fuel breaks, weather telemetry stations, access roads, utilities, water facilities, training sites, fire control staging areas, communications, etc.

Unit to fill in the form according to the following instructions:

Submit completed form, along with the CEQA document that is being used for the project, and project map outlining affected APN(s), via email, to the Real Property Manager/Real Property Analyst, Sacramento Headquarters, Technical Services, Lands Unit, for review, assignment of CAL FIRE number, and approval.

1. Once approved and returned to you via email, print three (3) originals, obtain "Licensor's" signature and date on all three (3) originals.
2. Have all three (3) originals signed and dated by an appropriate CAL FIRE Witness (normally staff in charge of the project), on the "Witness" line **BEFORE** sending out to "Licensor" for signature.
3. Return all three (3) completed originals with wet signatures to the Real Property Analyst, Sacramento Headquarters, Technical Services, Lands Unit - **PO BOX 944246, Sacramento, CA 94244-2460 or if overnighting, 1131 S Street, Sacramento, CA 95811**.
4. When received by Sacramento Headquarters, Technical Services, Lands Unit, the Real Property Manager will sign and date all three (3) originals, as the Licensee for the State of California.
5. Two (2) fully executed originals will be returned to the Unit for distribution. One original for Unit, one original for "Licensor".
6. One (1) fully executed original will be retained by Sacramento Headquarters, Technical Services, Lands Unit.
7. If payment is involved, Sacramento Headquarters, Technical Services, Lands Unit, will notify accounting to schedule payment(s).

FIELDS TO BE FILLED:

CAL FIRE NUMBER: Provided by Sacramento Headquarters, Technical Services, Lands Unit.

PROJECT: Provide Project Name. (Location, Purpose, i.e. Redding AAB, Air Attack Management Class).

COUNTY: Provide Project County.

LICENSOR: Provide Name of Property Owner.

THIS AGREEMENT: Enter date Agreement is to begin. (Allow 1-2 weeks for review and approval).

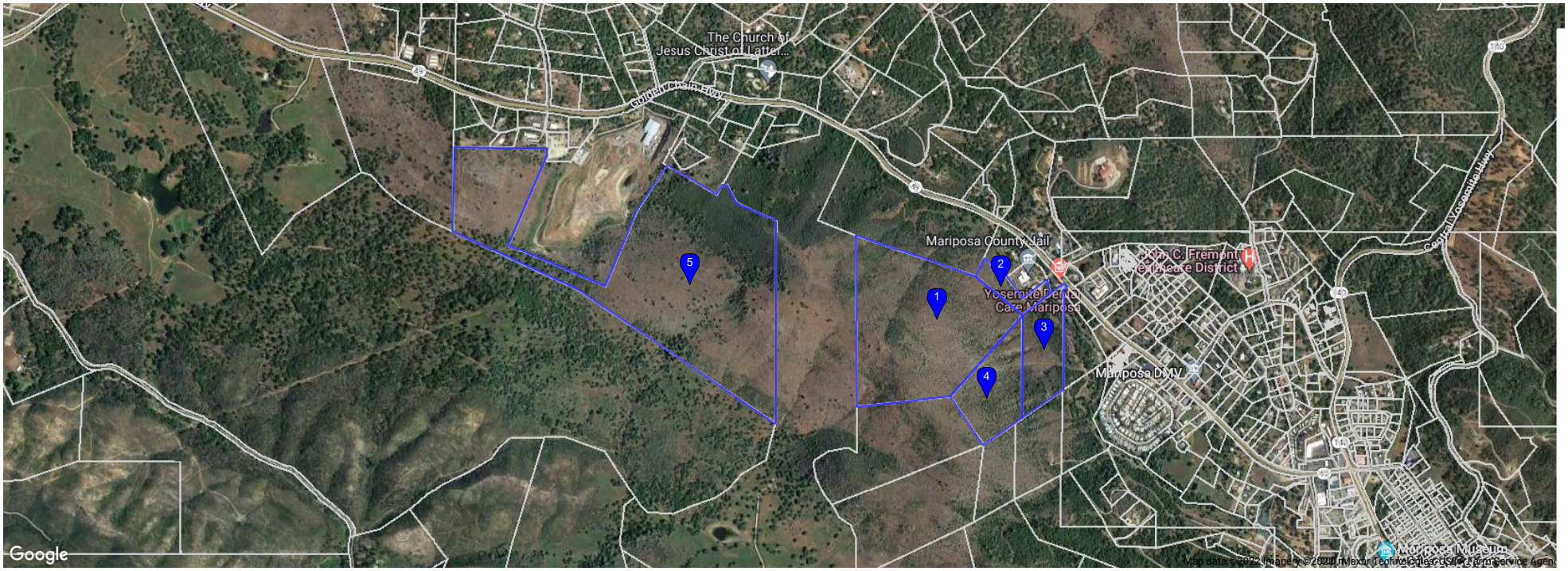
PROPERTY DESCRIPTION: Provide Address, APN, and/or portion of Section/Township / Range, and/or any other identifier(s).

PURPOSE: Provide specific details of what property is to be used for.

ATTACHMENTS IF NEEDED: If applicable, enter the number of pages of attachments to be submitted. Double click on box that applies if including an attachment. Under "default value" choose "checked". When checking "other", please provide brief description (i.e. Fee and Schedule, additional detail, etc.).

Attachment: Cal Fire Agreement for Fuel Reduction (RES-2022-242 : Mount Bullion Camp Agreement)

D.4.b



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Attachment: Map of Impacted Sites (RES-2022-242 : Mount Bullion Camp Agreement)

PARCELQUEST
LIST 0
DETAIL

	id	Co	APN	Owner	S Street Address	S City State Zip
☑	1	MPA	012-340-005-000	COUNTY OF MPSA	76 *UNASSIGNED*	MARIPOSA CA 95338
☑	2	MPA	012-340-014-000	COUNTY OF MPSA	5381 N MARIPOSA	MARIPOSA CA 95338
☑	3	MPA	012-140-063-000	COUNTY OF MPSA	18 *UNASSIGNED*	MARIPOSA CA 95338
☑	4	MPA	012-140-062-000	COUNTY OF MPSA	19 *UNASSIGNED*	MARIPOSA CA 95338
☑	5	MPA	012-120-053-000	COUNTY OF MPSA	147 *UNASSIGNED*	MARIPOSA CA 95338

Attachment: Map of Impacted Sites (RES-2022-242 : Mount Bullion Camp Agreement)

MARIPOSA COUNTY

Administration/Community Development · 966-3222

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Appoint Members to the Childcare Task Force (CCTF)

RECOMMENDATION AND JUSTIFICATION:
Appoint Nikki West, Shana Bender, Amber Chambers, and Staci Johnston to the Childcare Task Force (CCTF) as the representatives of First Five, Infant/Child Enrichment Services (ICES) Agency, Mariposa Local Childcare Planning Council and Calaveras/Mariposa Community Action Agency (CMCAA), respectfully, for a Term that Will Expire on April 26, 2023.

Resolution 2021-588 establishes the CTF as a committee with nine (9) voting members. Item 2 (Membership) in Exhibit A states that, "representatives *should* be selected from or represent" the following groups in Mariposa County:

- Infant/Child Enrichment Services (ICES)
- Calaveras/Mariposa Community Action Agency (CMCAA)
- First Five
- Mariposa County Health and Human Services Agency (HHSA)
- Mariposa County Unified School District (MCUSD)
- Local Childcare Planning Council
- Yosemite National Park (YNP)
- John C. Fremont Healthcare District (JCF)
- Mariposa County Indian Council

These are the first four applicants for the Task Force. Once these applicants are approved, the task force can conduct meetings and can recruit the additional required task force members. The applicants have all expressed interest in the position and are qualified to serve on the committee. Per the resolution, all terms are for one year.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Resolution 2021-588 - Established the childcare task force

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Alternative: Amend appointment recommendations.
Negative Action: Not appointing members to this committee will result in an inability to conduct Childcare Task Force meetings.
.

Agenda Item - No Resolution Requested 2022-41

FINANCIAL IMPACT:
None

ATTACHMENTS:
Resolution (PDF)
Amber Chambers_Redacted (PDF)
Nikki West_Redacted (PDF)
shana bender_Redacted (PDF)
Staci Johnston_Redacted (PDF)

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

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No. 21-___ A RESOLUTION TO ESTABLISH THE CHILD CARE TASK FORCE (CCTF) TO DIRECT THE PROCESS OF IDENTIFYING ADDITIONAL NEEDS AND ASSISTING WITH THE STARTUP OF NEW CHILD CARE PROVIDERS

WHEREAS, in 2019, Mariposa County conducted a county-wide child care needs assessment in collaboration with First Five of Mariposa; and

WHEREAS, the child care needs assessment identified the need for additional child care providers within the County; and

WHEREAS, in July 2021, Mariposa County applied for a Community Development Block Grant to fund a child care feasibility study; and

WHEREAS, the economic development specialist has been working with First Five of Mariposa, ICES and the Calaveras-Mariposa Community Action Agency (CMCAA) to determine solutions to the crisis; and

WHEREAS, a coordinated and focused effort to direct the child care efforts will help efficiently implement the needs identified in the 2019 study; and

WHEREAS, dialogue between diverse community stakeholders is necessary to create goals and plans regarding child care; and

WHEREAS, the Board of Supervisors has considered the important role of collaboration between economic development staff, and community stakeholders to coordinate child care efforts.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby establish the Mariposa County Child Care Task Force (MCCCTF) as an advisory body to the Board of Supervisors with purpose, functions, and procedures as described in *Exhibit A* attached hereto and incorporated herein.

Attachment: Resolution (2022-41 : Appoint Members to the Childcare Task Force (CCTF))

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 5th day of October, 2021 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

_____
Marshall Long
Chair, Board of Supervisors

ATTEST:

_____
René LaRoche, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: Resolution (2022-41 : Appoint Members to the Childcare Task Force (CCTF))

Exhibit A

BOARD OF SUPERVISORS Resolution No. 21-
CHILD CARE TASK FORCE

1. Purpose and Functions

The purpose and functions of the Child Care Task Force (CCTF) shall be as follows:

a. Assist staff and consultants through the process of developing a child care feasibility study.

b. Formulate, design, implement and participate in a public engagement program involving stakeholders in the community, for the discussion of child care needs in Mariposa County.

c. Support the work of staff and/or consultants in the conduct of fact finding and data gathering necessary to:

   i. identify existing child care providers in Mariposa County, and

   ii. determine how to construct the data into a study, and

   iii. recommend projects, programs, and policies, as well as identify goals needed to efficiently address the findings of the 2019 Child Care Needs Assessment.

d. Work with Mariposa County High School, the University of California Merced and Merced Community College to create a Career and Technical Education (CTE) program for Mariposa County.

e. Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of the child care feasibility study, as well as achievements of the Child Care Task Force.

2. Membership

The Child Care Task Force (CCTF) shall be established with nine (9) voting members, The voting members shall represent organizations with a direct interest in child care. In addition to the voting members, group representatives from stakeholder organizations that have an indirect interest in child care will make up a full membership. Four (4) of the voting members will be officers, president, vice president, treasurer and secretary. The voting members will be from:

Attachment: Resolution (2022-41 : Appoint Members to the Childcare Task Force (CCTF))

- ICES
- CMCAA
- First Five
- HHSA
- MCUSD
- Local Childcare Planning Council
- YNP
- JCF
- Mariposa County Indian Council

a. Additional group representatives shall be selected from or represent the following groups in Mariposa County:

- MCHS
- EDC
- Chamber
- Tourism Bureau
- Planning
- Building
- Housing Specialist
- Local child care provider
- Mariposa County Public Health
- Two Local Business Owners

b. The committee may call upon representatives of other organizations and the general public as resources on certain topics related to child care.

c. Two (2) Ex-Officio (non-voting) members who are liaisons from the Board of Supervisors.

d. One (1) Ex-Officio (non-voting) member from County Administration, economic development.

3. Term and Manner of Appointment

Attachment: Resolution (2022-41 : Appoint Members to the Childcare Task Force (CCTF))

Appointments to the CCTF shall be made by the Board of Supervisors based on the recommendation of the committee members.

All terms will be for one (1) year period.

The Board of Supervisors may remove at any time and without cause any member of the CCTF.

4. Participation By Member Required, Vacancy

If any member of the Child Care Task Force (CCTF) is absent (unexcused) for two (2) consecutively scheduled meetings, then that member may be removed from the CCTF by the Board of Supervisors, and the Board of Supervisors shall fill the vacancy for the unexpired term.

5. Selection of Officers

At its first meeting, the CCTF shall elect a Chair, Vice Chair, Secretary to serve a term of one (1) year or until the successor of each is appointed and qualified.

6. Duties of Officers

The chair shall preside at all meetings of the CCTF and shall perform all of the duties necessary or incidental to the office, including approval of the agenda topics for the meeting. The vice chair will act as chair in the absence or inability of the chair to act. The secretary shall maintain notes and prepare minutes for the approval of the CCTF.

7. Meetings and Quorum

The CCTF shall establish a meeting schedule deemed necessary by the CCTF to accomplish its purpose.

A quorum shall be a majority of those appointed as voting members. A quorum is required to transact any CCTF business at a regular meeting or special meeting.

Notice of CCTF meetings shall be posted and published not less than 72 hours prior to the date of the meeting at the following locations:

Attachment: Resolution (2022-41 : Appoint Members to the Childcare Task Force (CCTF))

a. Mariposa County Website location: County's integrated agenda management platform;
b. Meeting location
c. The Mariposa County Library

Meetings of the CCTF shall be subject to the provisions of the California Open Meeting Law (Brown Act).

8. Administration and Support

a. County staff shall provide support to the CCTF. The economic development specialist or designee shall be the lead member of County staff responsible for supporting the CCTF. The economic development specialist or designee shall be empowered to call upon appropriate departments to provide information required to assist the CCTF in carrying out its designated responsibilities.

b. The economic development specialist or designee shall be responsible for meeting notices, preparation and distribution of meeting support materials, and coordinating the meeting arrangements.

c. In the event that the CCTF does not appoint a secretary, the economic development specialist or designee shall be responsible for recording the meetings, archival storage of electronic recordings, and preparation and publication of minutes for CCTF approval.

Attachment: Resolution (2022-41 : Appoint Members to the Childcare Task Force (CCTF))

RECEIVED

NOV 15 2021

BOARD OF SUPERVISORS

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying:
Child Care Task Force

Supervisorial District in which you Reside: District 3

Length of Residency in the County: 50 years

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name: Amber

Last Name: Chambers

Mailing Address: [redacted]

Email Address: [redacted]

Are you Over 18 Years of Age: Yes

Employment Status: Employed

Employer's Name:
Mariposa Local Child Care Planning Council

Employer's Address: [redacted]

Day Telephone Number: [redacted]

Cell Phone Number: [redacted]

Please explain why you wish to serve on this Board/Commission/Committee:
I am interested in being part of the Child Care Task Force because I recognize that our county is in a child care crisis. Mariposa is in dire need of more quality child care Providers, in addition to all inclusive Preschool/Center types of child care throughout the county. People must have quality, reliable child care to work or attend school. Parents deserve choices when it comes to child care, and thats just not happening here, but also statewide. Id like to help in anyway to change that.

Please list prior/current appointments to other Boards/Commissions/Committees:
Prior appointments include; Calavares Mariposa Community Action Agency, First 5 Commission,CASA, Head Start policy Committee, Infant Child Enrichment Services Board Member, Mariposa Family Resource Center. Currently, I serve as a member on the Mariposa County Parks & Recreation Commission.

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Last Modified: 11/ /2013

Attachment: Amber Chambers_Redacted (2022-41 : Appoint Members to the Childcare Task Force (CCTF))

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

My background is in child care. I have been involved in Mariposa child care in one avenue or another since I began working at Mariposa Childrens Center at the age of 16. I got the opportunity to work there thru the high school ROP class. I worked at the center 1.5 hours daily. As a Jr. in high school I started taking night classes at Merced JC to obtain units in Child Development. I obtained 12 units, and my certificate for teaching in a Preschool. I have worked in a few different preschools over the years, provided Family child care, voluntered at Head Start in classrooms and on committees. I also spent over 14 years working with Providers & families at ICES. My work at ICES included Provider Training, Provider recruitment, Waiting list eligibility, Ca. Child Care Food Program, Subsidized child Care Manager, community outreach. Lastly, my work at the LPC is focused on Provider recruitment, Preschool for all, community surveys/Needs Assessments & being part of committees like this within our community. The members of the Mariposa Local Child Care Planning Council want to help in anyway to find a solution.

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

If Yes, please explain:

Resumé Attached:

Time(s) you have available to attend meetings (days, evenings, etc.):
Tues - Thurs, most times & evenings

Do you have transportation?
Yes

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

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

Dated: 11/9/21 Signature: Amber Chambers

Attachment: Amber Chambers_Redacted (2022-41 : Appoint Members to the Childcare Task Force (CCTF))

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying:
Child Care Task Force

Supervisorial District in which you Reside: 3

Length of Residency in the County: 13 years

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name:
Nikki

Last Name:
West

Mailing Address:
[redacted]

Email Address:
[redacted]

Are you Over 18 Years of Age:
Yes

Employment Status: Employed

Employer's Name:
First 5 Mariposa County

Employer's Address:
[redacted]

Day Telephone Number:
[redacted]

Cell Phone Number:
[redacted]

Please explain why you wish to serve on this Board/Commission/Committee:
As the Executive Director of First 5 Mariposa and a founding member of the task force, I am in an excellent position to work with other agencies, county departments, local non-profits and the general public to facilitate the mission of this task force.

Please list prior/current appointments to other Boards/Commissions/Committees:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: Nikki West_Redacted (2022-41 : Appoint Members to the Childcare Task Force (CCTF))

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

My experience as the Executive Director of First 5 has allowed me to form networks and relationships both within and outside of Mariposa County that are tied directly to children and families. In addition, I sit on the Board of Directors for Infant Child Enrichment Services (ICES) as a representative for Mariposa County (ICES is based out of Sonora). ICES is the child care referral agency for Mariposa County. I also work closely with the Local Child Care Planning Council and Mariposa Safe Families.

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

If Yes, please explain:

I am employed by Mariposa County and my position will be conducive to the Child Care Task Force.

Resumé Attached:	Time(s) you have available to attend meetings (days, evenings, etc.):	Do you have transportation?
No	Anytime	Yes

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

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

Dated: 11/8/21 Signature:

Attachment: Nikki West_Redacted (2022-41 : Appoint Members to the Childcare Task Force (CCTF))

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying:
Child Care Task Force

Supervisorial District in which you Reside: 5

Length of Residency in the County: 7 years

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name:
Shana

Last Name:
Bender

Mailing Address:
[redacted]

Email Address:
[redacted]

Are you Over 18 Years of Age:
Yes

Employment Status: Employed

Employer's Name:
Infant/Child Enrichment Services, Inc.

Employer's Address:
[redacted]

Day Telephone Number:
[redacted]

Cell Phone Number:
[redacted]

Please explain why you wish to serve on this Board/Commission/Committee:
As programs Coordinator for the Mariposa Childcare Resource and Referral office, it is part of our program requirements to be involved in efforts to increase the child care quality and capacity in this county. This task force is an excellent opportunity to take a "bigger picture" approach to the current problems we are facing in recruiting new providers.

Please list prior/current appointments to other Boards/Commissions/Committees:
Co-Chair, Mariposa Health & Wellness Coalition
Chair, Mariposa Health & Wellness Coalition

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: shana bender_Redacted (2022-41 : Appoint Members to the Childcare Task Force (CCTF))

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

I have over 15 years in the child care/Early Childhood Education field, including over 6 years with my current employer. Currently working to increase quality and capacity of child care in the County. As a Resource and Referral office, we work with many agencies, including the Local Child Care Planning Council (LPC), the Child Care Resource and Referral Network and other agencies, both local and statewide, to facilitate needs assessments and feasibility studies, outreach and training for existing and potential child care providers. This includes attending trainings on quality child care, legislative updates for the field, and collecting local child care data for submission to the state. My current position also includes working directly with licensed and unlicensed child care providers, to assess and address needs and trainings, while also working directly with families seeking child care, and educating parents about the child care field.

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

If Yes, please explain:

No

Resumé Attached:
yes

Time(s) you have available to attend meetings (days, evenings, etc.):
Afternoons are best but I can arrange to meet in the morning if needed

Do you have transportation?
Yes

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

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

Dated: 11/17/21 Signature: Shana Bender

Attachment: shana bender_Redacted (2022-41 : Appoint Members to the Childcare Task Force (CCTF))

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

20 years experience as an In-Home Child Care Provider, Calaveras County
23 Units in Early Childhood Education
Former Director of 2 & 3 year old program at Sunshine Preschool
Former CEO Calaveras County Chamber of Commerce

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

If Yes, please explain:

I am the current Director of the Calaveras-Mariposa Community Action Agency(CMCAA). If such a time occurs that proves to be a conflict, I will recuse myself from the conversation and/or vote.

Resumé Attached:	Time(s) you have available to attend meetings (days, evenings, etc.):	Do you have transportation?
		Yes

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

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

Dated: 3/21/22 Signature: Staci Johnston

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: Staci Johnston_Redacted (2022-41 : Appoint Members to the Childcare Task Force (CCTF))

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying:
Child Care Task Force

Supervisorial District in which you Reside:

Length of Residency in the County:

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name:
Staci

Last Name:
Johnston

Mailing Address:
[redacted]

Email Address:
[redacted]

Are you Over 18 Years of Age:
Yes

Employment Status: Employed

Employer's Name:
County of Calaveras/ Calaveras-Mariposa Community Action Agency (CMCAA)

Employer's Address:
[redacted]

Day Telephone Number:
[redacted]

Cell Phone Number:
[redacted]

Please explain why you wish to serve on this Board/Commission/Committee:

As a former in-home child care owner/operator, I understand the complexities around child care from the perspective of a provider as well as, a parent who utilized services when my children were little. I know how important it is to have options that will meet the needs of parents and the children who will be in care.
I believe in the collaborative approach of the Child Care Task Force and will bring my experience and expertise to the team in an effort to provide solutions that will offer and/or create greater opportunities for access to child care services in Mariposa County.

Please list prior/current appointments to other Boards/Commissions/Committees:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: Staci Johnston_Redacted (2022-41 : Appoint Members to the Childcare Task Force (CCTF))

MARIPOSA COUNTY

Agricultural Commissioner · (209) 966-2075

RESOLUTION - ACTION REQUESTED 2022-243

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: GWSS Program Agreement for FYs 2022/2023 & 2023/2024

RECOMMENDATION AND JUSTIFICATION:
Approve the Pierce's Disease Control Program Agreement/Glassy-Winged Sharpshooter Program agreement 21-0517-008-SF for fiscal years 2022/2023 and 2023/2024 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

The Board of Supervisors of the County of Mariposa, State of California, does hereby designate the Mariposa County Agricultural Commissioner to be the local public entity to receive funds allocated by the California Department of Food and Agriculture for local assistance in regard to Pierce's Disease and its vectors, and other designated pests and diseases.

The Pierce's Disease Control Program agreement is an annual agreement that provides State subvention funds for the Glassy-Winged Sharpshooter (GWSS) trapping program to cover the costs of the program. This agreement was first instituted in 2000 when a GWSS infestation was discovered in California - which presented a threat to California vineyards through the transmission of the bacteria that causes Pierce's Disease. This is a two-year agreement for the Pierce's Disease Control Program.

The total subvention funding available is $23,325.45 for the FY 2022/2023 through FY 2023/2024 agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The GWSS Agreement for Fiscal years 2020/2021 and 2021/2022 was approved by Resolution No. 2020-441.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving this agreement, subvention funds will not be received for the Pierce's Disease Control/GWSS program to defray the funds expended for work performed in this program.

FINANCIAL IMPACT:

The subvention amount for the Pierce's Disease Control/GWSS Program Agreement will be included in the FY 2022/2023 budget revenues in the amount of $11,662.94 and FY 2023/2024 budget revenues in the amount of $11,662.51.

FINANCIAL IMPACT:
The subvention amount for the Pierce's Disease Control/GWSS Program Agreement will be included in the FY 2020/2021 budget revenues in the amount of $11,662.93 and FY 2021/2022 budget revenues in the amount of $11,662.93.

ATTACHMENTS:
GWSS Agreement 21-0517-008-SF FY 22 23 23 24 (PDF)
GWSS Plant Protection Act MOU for Agreemtn 21-0517-008-SF (PDF)

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

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

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
21-0517-008-SF

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF MARIPOSA

2. The Agreement Term is: July 1, 2022 through June 30, 2024

3. The maximum amount of this Agreement is: $23,325.45

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

Exhibit A: Prime Award Information Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Exhibit D: Federal Terms and Conditions	3 Page(s)

Attachments: Scope of Work and Budget

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

RECIPIENT

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

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
P.O. Box 905, Mariposa, CA 95338-0905

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

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

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

Attachment: GWSS Agreement 21-0517-008-SF FY 22 23 23 24 (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 & 2023/2024)

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP22PPQFO000C001
Federal Award Date:	February 26, 2022
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Health, Pest Control, and Animal Care
Amount Awarded to CDFA:	$6,011,855.00
Effective Dates for CDFA:	October 1, 2021 through September 30, 2022
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
Grant recipient will establish workplans for survey, inspection, and control of the glassy-winged sharpshooter (GWSS).

Project Title: Glassy-Winged Sharpshooter (GWSS) Program

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Michelle Phillips	Name:	Monica Nielsen
Division/Branch:	Pierce's Disease Control Program	Organization:	County of Mariposa
Address:	1220 N Street	Address:	P.O. Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338-0905
Phone:	916-216-4664	Phone:	209-742-1408
Email Address:	michelle.phillips@cdfa.ca.gov	Email Address:	agcomm@mariposacounty.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Myrna Villegas	Name:	Monica Nielsen
Division/Branch:	Pierce's Disease Control Program	Organization:	County of Mariposa
Address:	1220 N Street	Address:	PO Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338-0905
Phone:	916-530-0461	Phone:	209-966-2075
Email Address:	myrna.villegas@cdfa.ca.gov	Email Address:	agcomm@mariposacounty.org

Attachment: GWSS Agreement 21-0517-008-SF FY 22 23 23 24 (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 & 2023/2024)

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

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

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

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

Attachment: GWSS Agreement 21-0517-008-SF FY 22 23 23 24 (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 & 2023/2024)

EXHIBIT B

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

Attachment: GWSS Agreement 21-0517-008-SF FY 22 23 23 24 (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 & 2023/2024)

10. Contractors/Consultants

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

11. Non-Discrimination Clause

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

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

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

12. Excise Tax

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

13. Disputes

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

14. Termination for Convenience

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

Attachment: GWSS Agreement 21-0517-008-SF FY 22 23 23 24 (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 & 2023/2024)

15. Termination for Cause

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

16. Acceptable Failure to Perform

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

17. Breach

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

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

18. Non-Material Breach

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

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

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

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

Attachment: GWSS Agreement 21-0517-008-SF FY 22 23 23 24 (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 & 2023/2024)

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

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

19. Publicity and Acknowledgement

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

20. News Releases/Public Conferences

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

21. Scope of Work and Budget Changes

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

22. Reporting Requirements

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

23. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

24. Equipment

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

25. Closeout

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

26. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the

Attachment: GWSS Agreement 21-0517-008-SF FY 22 23 23 24 (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 & 2023/2024)

information is releasable. Each party agrees to maintain such information as confidential and the other party of any requests for release of the information.

27. Amendments

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

28. Plant Protection Act Memorandum of Understanding

The Recipient agrees to abide by Articles 3 through 13 of the Memorandum of Understanding (MOU) agreed to between the California Department of Food and Agriculture (CDFA) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspections Services Plant Protection and Quarantine executed on May 6, 2019. The Articles in the MOU provide for cooperation, of the parties involved in plant protection and quarantine programs and activities directed at plant pests and noxious weeds of mutual concern to the USDA and California. The Articles outline authorities, codes and sections under which cooperation will be met, including data sharing responsibilities, limitations and confidentiality under Section 1619 of the Food, Conservation, and Energy Act of 2008 (Section 1619 was codified into law 7 USC §8791).

Attachment: GWSS Agreement 21-0517-008-SF FY 22 23 23 24 (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 & 2023/2024)

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

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

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

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

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

2. Allowable Expenses and Fiscal Documentation

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

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

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

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

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

Attachment: GWSS Agreement 21-0517-008-SF FY 22 23 23 24 (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 & 2023/2024)

3. Prompt Payment Clause

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

4. Budget Contingency Clause

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

Attachment: GWSS Agreement 21-0517-008-SF FY 22 23 23 24 (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 & 2023/2024)

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
F. Executive Order (EO) 11246; and
G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
B. Notification of violating facilities pursuant to EO 11738;
C. Protection of wetlands pursuant to EO 11990;
D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

Attachment: GWSS Agreement 21-0517-008-SF FY 22 23 23 24 (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 & 2023/2024)

6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards pursuant to the following:

A. Executive Order 12372, as implemented at 2 CFR 415; and
B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

The Recipient must comply with confidentiality standards pursuant to the following:

A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
B. False Claims Act, 31 USC 3729; and
C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. Biosafety in Laboratories

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:
   1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
   2. The Plant Variety Protection Act, 7 USC 2321 *et seq*.

Attachment: GWSS Agreement 21-0517-008-SF FY 22 23 23 24 (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 & 2023/2024)

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:
   1. Reports all subject inventions to CDFA;
   2. Makes efforts to commercialize the subject invention through patent or licensing;
   3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
   4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

A. Highway Safety Act of 1966 as amended (23 USC 402-403);
B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq*.)
D. Increasing Seat Belt Use in the United States (EO 13043).
E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. Records Retention and Accessibility

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

20. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Attachment: GWSS Agreement 21-0517-008-SF FY 22 23 23 24 (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 & 2023/2024)

PIERCE'S DISEASE CONTROL PROGRAM

LOCAL PUBLIC ENTITY'S DESIGNATED PIERCE'S DISEASE CONTROL PROGRAM COORDINATOR AND CONTACT INFORMATION

PRIMARY CONTACT:

Name: Monica Nielsen

Address: PO Box 905, Mariposa, CA 95338

Phone Number: 209-966-2075

Fax Number: 209-966-2056

E-Mail Address: mnielsen@mariposacounty.org

ALTERNATE CONTACT (IF APPLICABLE)

Name: _____

Address _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

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PIERCE'S DISEASE CONTROL PROGRAM

RESPONSE/CONTROL PROGRAM FOR PIERCE'S DISEASE AND ITS VECTORS, AND OTHER DESIGNATED PESTS AND DISEASES

MARIPOSA COUNTY

Objective

To implement an intergovernmental, coordinated state and community-wide plan to provide detection and delimitation of the glassy-winged sharpshooter (GWSS) in Mariposa County and suppress or eradicate any populations as rapidly as possible.

RESPONSIBILITIES

CDFA Responsibilities

The California Department of Food and Agriculture (CDFA) shall provide training on management practices at least one week prior to any activity occurring.

Designated Agency

The Mariposa County Department of Agriculture is designated by the Mariposa County Board of Supervisors as the local public entity to conduct the Pierce's Disease Control Program (PDCP) within the County. The California Department of Food and Agriculture (CDFA) will work in cooperation with the County, the State PDCP Science Advisory Panel, officials in affected counties, and other interested parties in implementing this plan. The CDFA will provide biological control program guidance and support to the County as favorable agents become available.

County Responsibilities

- Act as local public entity for the PDCP activities occurring within the jurisdiction of the county.
- Act as lead liaison to local City Councils, the County Board of Supervisors, county legal counsels, and other county agencies, regarding the PDCP activities.
- The work plan activities qualify for the exemption to CEQA under Public Resources Code Section 21080(b)(4). The County will complete a checklist and ensure all activities follow CDFA management practices and any necessary mitigation measures are implemented. The CDFA management practices and mitigation measures are attached.
- Copies of the completed checklists must be submitted along with the agreement. To complete the checklist, add in the Project Leader (normally the Commissioner) and County name in the introductory fields (those areas are designated with XXXXX). Also, in the document title (e.g., PDCP XX County Trapping 07 01 22), replace the XX with

Attachment: GWSS Agreement 21-0517-008-SF FY 22 23 23 24 (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 & 2023/2024)

the county number and replace "County" with the county name. When the agreement ends, the county dates and signs a copy of the checklist and sends that copy to PDCP to signify that the requirements were implemented.

- Promptly conduct all delimitation and intensive surveys in the county. Additional survey staff may be contracted from the California Conservation Corps upon approval by PDCP. The CDFA will provide on-site expertise, as needed.
- Provide status reports on the results of all surveys, including detailed maps of the surveyed area and infested properties.
- Select appropriate treatments, notify residents, and identify any sensitive sites within the proposed treatment area.
- Direct and coordinate pesticide applications.
- Conduct post-treatment monitoring.

ELEMENTS

Delimitation Survey

The County will immediately conduct a delimitation survey upon discovery of an infestation. The purpose of the survey is to quickly determine the extent of the infestation. The survey will be conducted in accordance with established CDFA protocols. Records of properties surveyed, and results of the survey (both positive and negative) will be accurately kept.

Intensive (Property-by-Property Survey)

Following the delimitation survey, the County will complete an intensive survey of all properties within the delimited area to identify the full extent of the infestation.

- Develop and maintain working host records during this intensive survey.
- Develop detailed maps or block folders (property-by-property) of the surveyed and infested area.

Delimitation Traps

Install and monitor delimitation traps radiating in appropriate distances from all live detections of GWSS.

Treatment Options

The following treatment information is based on the option of treating all known infested properties. It is intended as a guideline and may be modified to adapt to local and/or changing situations. At all stages of the program, an assessment will be made as to the probability of success. For example, if GWSS is found to be infesting a very large area or is infesting wide areas of sensitive habitat, the County will immediately consult with the CDFA to determine the preferred course of action.

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Treatment Material Selection

A list of registered materials will be reviewed to determine the most appropriate to use based on: 1) registered use as a general treatment for residential plantings; 2) registered on most plant species known to be hosts (feeding and oviposition) for GWSS; and 3) known to control leafhoppers. The list of approved products for residential use is listed in CDFA's management practices and mitigation measures.

Threatened/Endangered Species/Environmentally Sensitive Areas

The County and the CDFA will identify any threatened/endangered species and/or environmentally sensitive areas within the proposed treatment area before treatments begin. If needed, appropriate mitigation measures will be developed, in consultation with the U.S. Fish and Wildlife Service, the California Department of Fish and Wildlife, and the CDFA, for these sensitive areas. The County will notify all registered beekeepers near the infested area of the GWSS treatment activities.

Beekeeper Notification

The County will identify registered beekeepers in the treatment zone, in addition to the following:

- Notify registered beekeepers with information about the upcoming treatments.
- Notify ground personnel of any properties that are known to have bees.
- Identify potential unregistered beekeepers by educating ground personnel to be on the lookout for beehives.
- Educate ground personnel on how to handle bee encounters.
- Adhere to label requirements for pollinators.
- Adhere to label requirements for flowering hosts and bloom issues.

Public Outreach

The County will act as lead spokesperson for the PDCP activities within the County. The County, in cooperation with the CDFA, will generate press releases and distribute information to all affected communities.

- A telephone help line will be established and staffed to answer calls concerning the PDCP activities. Multi-lingual speakers may be required to adequately staff this help line. The help line will also be coordinated to include public health and animal health information.
- Informational meetings will be held to advise homeowners and other interested parties of treatment activities.

The CDFA will develop technical information and provide technical support and training, assist in the development and dissemination of literature, and act as a clearinghouse for information to the public and the press.

Attachment: GWSS Agreement 21-0517-008-SF FY 22 23 23 24 (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 & 2023/2024)

Medical/Veterinarian Information

The County will contact the Mariposa County Health Officer (Mariposa CHO) with details of any proposed treatment. If the Mariposa CHO has questions about public health aspects of the program, please contact the Branch Chief of the Pierce's Disease Control Program at 916-900-5024.

Questions relating to Animal Health will be referred to CDFA's Animal Health and Food Safety Services at (916) 900-5002. A "Veterinary Fact Sheet" may be prepared and provided for questions relating to pets or livestock.

Pre-Treatment Notification

Pre-treatment notification will be conducted through the local news media and by door-to-door notification.

- Notices will be in languages appropriate to the affected community and will include information regarding material used, precautions, date of application, and a telephone number and contact for the PDCP staff.
- Notices will be given "door-to-door" to infested properties and adjacent properties.

General Treatment Procedures

Treatments will begin following the intensive survey and after all help lines are established and community relations measures have been taken. Maintenance of good community relations will be essential. All pesticide applications will be made by certified Pest Control Operators under the direction of the County, or by the County with agreement from the PDCP. Pesticides will be used according to registration and label directions. Sound pesticide safety procedures will be followed.

- Interval: As allowed by label.
- Rate: Follow label directions.
- Post-treatment notice with re-entry statement and pre-harvest interval for treated fruits/vegetables.
- Treatment crews will be properly trained and equipped according to established CDFA protocols for treatment of residential properties.
- Property treatment records will be kept.
- The County will ensure that all treatment activities are in compliance with all pesticide laws and regulations.

Environmental Monitoring

The CDFA, in cooperation with County, will arrange for environmental monitoring to be conducted by the California Department of Pesticide Regulation (CDPR), Environmental Monitoring/Pest Management Branch. The County personnel will work closely with environmental monitoring personnel to identify suitable sites. The following may be monitored:

Attachment: GWSS Agreement 21-0517-008-SF FY 22 23 23 24 (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 & 2023/2024)

- Surface water, turf, foliage, available fruits and vegetables, outside air and tank mix.
- Identified sensitive areas.

Additional monitoring may be necessary if needs are identified. However, if sufficient data are gathered indicating no adverse environmental impacts, the environmental monitoring may be modified or deleted from the program. This decision will rest with the CDFA and the County.

Post-Treatment Monitoring

An assessment of the GWSS populations will be conducted on a limited number of selected properties throughout the treatment area to determine the overall effectiveness of the treatments.

- Pre-treatment sampling will be conducted and counts of the GWSS will be made to determine numbers of the GWSS life forms.
- Post-treatment sampling will be conducted using the same protocols to ascertain effectiveness of the treatment(s).

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PIERCE'S DISEASE CONTROL PROGRAM

REGULATION OF COMMODITY MOVEMENT

The Mariposa County Department of Agriculture will implement the CDFA GWSS Nursery Shipping Protocol, bulk citrus protocol, and all other commodity-movement protocols, as necessary, including associated compliance agreements and exhibits, to ensure the movement of products and commodities does not present a risk of moving GWSS to uninfested areas. The County will submit a written request and justification to the Pierce's Disease Control Program if it wishes to deviate from the protocols.

The list of approved products for bulk citrus and nursery treatment and/or certification is listed in CDFA's management practices and mitigation measures.

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PIERCE'S DISEASE CONTROL PROGRAM

SURVEY PLAN

The Mariposa County Department of Agriculture will utilize as its guide, the CDFA GWSS Statewide Detection & Delimitation Protocols. These guidelines include minimum requirements to conduct a survey program. The County will submit a written justification (either via e-mail or correspondence) to the Branch Chief of the Pierce's Disease Control Program to request approval to vary from the GWSS Statewide Detection & Delimitation Protocols.

In the event of an infestation, nurseries in the County that are under compliance agreement will be monitored for compliance.

For bulk citrus destined or transiting GWSS uninfested areas, citrus orchards will be monitored and/or surveyed to comply with bulk citrus shipping regulations.

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PIERCE'S DISEASE CONTROL PROGRAM

ENFORCEMENT OPTIONS AND AUTHORITIES

The Pierce's Disease Control Program (PDCP) regulations are contained in Sections 3650-3663.5, Title 3, California Code of Regulations (CCR). These regulations were established to prevent the artificial spread of glassy-winged sharpshooter (GWSS).

The statutory authority for these regulations is Sections 6045, 6046, and 6047, Food and Agricultural Code (FAC). To enforce these provisions, the Secretary or Agricultural Commissioner is empowered to conduct inspections and investigate any suspected violations; each Commissioner is an enforcing officer for all laws and regulations to prevent the spread of plant pests and to certify shipments of plant material as to its pest freedom.

The FAC provides several options for enforcement of the requirements of the PDCP regulations. This flexibility allows enforcement actions chosen as a result of a violation(s) to be proportionate to the nature/severity of the violation with progressive enforcement for repeat violators.

- Any violation of applicable provisions of FAC Division 4, Plant Quarantine and Pest Control, is an infraction punishable by a fine of not more than $1,000 for the first offense and a misdemeanor for a second or subsequent offense within three years [Section 5309, FAC].

- Except where otherwise expressly provided, a violation of any provision of this division is a misdemeanor [Section 5027, FAC]. In addition to other remedies provided, any person violating the PDCP regulation requirements can be civilly liable up to $10,000 for each violation; in lieu of any civil action, the Secretary or Commissioner may levy a civil penalty for up to $2,500 for each violation [Sections 5310 and 5311, FAC].

- Anyone who negligently or intentionally violates a regulation and imports a GWSS-infested plant that results in an infestation, or the spread of an infestation may be civilly liable in an amount up to $25,000 for each violation [Section 5028(c), FAC].

- It is unlawful to sell any nursery stock without a valid nursery license [Section 6721, FAC]. The Secretary can revoke or suspend a nursery license if a nursery has willfully refused to comply with all laws and regulations relative to any pest that might be carried by nursery stock [Section 6761, FAC].

- It is unlawful for anyone to ship, sell, deliver or transport nursery stock in California without either a Hold for Inspection ("blue tag") or a valid nursery stock certificate [Sections 6922 and 6923, FAC]. The Commissioner may revoke or suspend the right to use any nursery stock certificate or other shipping permit because of non-compliance [Section 6968, FAC]. It is unlawful to alter or otherwise misuse any shipping permit or nursery stock certificate [Section 6927, FAC].

- Any one receiving or moving any nursery stock must notify the Commissioner immediately upon arrival and hold the nursery stock for inspection unless it is accompanied by a valid

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nursery stock certificate. Some counties have elected to waive that exemption and require GWSS host plant material entering the county (or non-infested area of a county) to be accompanied by a Warning Hold For Inspection certificate [Section 6505, FAC]. In this case, it is unlawful even to move nursery stock within a county without forwarding a manifest specified by Section 6925 and 6926, FAC.

- To facilitate the investigation of violations, proof of ownership is required of any person buying, selling, or transporting a shipment of plant material intended for commercial sale and it is unlawful for any person to alter any proof of ownership document [Sections 5030 and 5031, FAC].

- Under the PDCP regulations, all host plants of GWSS moving from an infested area to a non-infested area must be certified free of GWSS [Section 5721, FAC; Sections 3060.2, 3060.4 and 3660, CCR]. Certification can be based on surveys confirming non-infested status, inspection, or by approved treatment. It is unlawful to alter or otherwise wrongfully use a certificate [Section 5208, FAC].

- The Secretary or Commissioner may enter into compliance agreements to facilitate the movement of host plant material. The compliance agreement provides the survey, treatment, and handling requirements necessary to assure freedom from GWSS. Violation of the provisions of a compliance agreement is unlawful and any person that violates the provisions of a compliance agreement can also be held liable civilly for up to $10,000. Remedies provided here do not supersede or limit any and all other remedies available to the State [Section 5705, FAC].

- If any shipment of any nursery stock, plant, or container of any nursery stock or plant, or appliance, or any host or other carrier of any pest which is brought into any county or locality in the state from another county or locality within the state, is found to be infested with a pest (i.e., GWSS), or there is reasonable cause to believe that the shipment may be infested, the entire shipment shall be refused delivery and may be immediately destroyed by, or under the supervision of the Commissioner, unless the nature of the pest is such that no damage or detriment can be caused to agriculture by the return of the shipment to the point of shipment [Section 6521, FAC]. The officer who makes the inspection of such a shipment may affix a warning tag or notice to the shipment and shall notify in writing the owner or bailee of the shipment to return the shipment to the point of shipment within the time limit which the officer specifies [Section 6522, FAC]. Similarly, a warning hold may be placed on a shipment *entering* the state if it is found to be infested with GWSS, or there is reasonable cause to believe that the shipment may be infested, with GWSS. It is unlawful, except by written permission, to move or divert any plant shipment placed under a warning hold order without written permission. It is unlawful to remove, destroy, or otherwise alter any warning hold order [Section 6303, FAC].

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- If or when GWSS is found infesting any location, the Secretary or Commissioner may require that any plant, or other GWSS host, be held at that location, and may require any host within five miles of that location be held as well [Section 5701, FAC]. It is unlawful to move any plant or host in violation of a hold order.

- Any location, plants, or other things found infested with GWSS can be considered a public nuisance and may be prosecuted as such and any remedies provided by law for the prevention and abatement of a public nuisance will apply. It is unlawful for any person to maintain a public nuisance. The remedies provided here are in addition to any other applicable remedies [Sections 5401 and 5402, FAC].

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PIERCE'S DISEASE CONTROL PROGRAM

STANDARDS AND RESTRICTIONS

This workplan does not include any variations from the standards set by law. If the Mariposa County Department of Agriculture finds that there is clear and convincing evidence to support a more stringent standard than is set by regulation, then the County will notify the CDFA and provide detailed justification as to the need for the more stringent standard.

Attachment: GWSS Agreement 21-0517-008-SF FY 22 23 23 24 (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 & 2023/2024)

PIERCE'S DISEASE CONTROL PROGRAM

WORKPLAN ASSURANCES

1. The Mariposa County Department of Agriculture's planned producer outreach and training program in accordance with Food and Agricultural Code Section 6046(h)(1) will be coordinated with CDFA. The development and delivery of producer outreach information and training to local communities, groups, and individuals will be done through public meetings and the local PDCP task force. Efforts will be directed towards raising awareness regarding Pierce's disease and its vectors, and other designated pests and diseases, and workplan involvement through direct mailing, local media, and press releases.

2. The Mariposa County Department of Agriculture's training plan for the Agency's employees in accordance with Food and Agricultural Code Section 6046(h)(2) will be coordinated with CDFA. The biology, survey, and treatment of Pierce's disease and its vectors, and other designated pests and diseases, will be the basic components of the training. Scientific Advisory Panel discussions on GWSS and Pierce's disease will be included in this training for key Agency employees. The University of California Cooperative Extension will be a local resource for training and information for this program.

3. The Mariposa County Department of Agriculture plans to fully participate in the development and implementation of a data collection system in accordance with Food and Agricultural Code Section 6046(h)(5). These activities will be coordinated through CDFA. The data collection system will make it possible to track and report new infestations of Pierce's disease and its vectors, and other designated pests and diseases, in a manner respectful of property and other rights of those affected.

4. The Mariposa County Department of Agriculture will provide monthly program reports via the internet and financial progress reports as per CDFA guidelines.

5. The Mariposa County Department of Agriculture should invoice the Pierce's Disease Control Program on a monthly basis but no later than 120 days after the end of the month. Invoices not received within this timeframe may be disallowed for reimbursement.

Attachment: GWSS Agreement 21-0517-008-SF FY 22 23 23 24 (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 & 2023/2024)

PIERCE'S DISEASE CONTROL PROGRAM

LOCAL APPEAL PROCESS

Pursuant to Section 3651 (c) (3) of the regulations, the Mariposa County Department of Agriculture's Pierce's Disease Control Program Coordinator shall conduct a hearing if any application of the workplan is appealed in writing to him/her or his/her agency. Once the Coordinator receives an appeal, he/she or his/her agent will respond within 10 days to the appellant. The appellant will be given notice as to the date and time for the hearing. At the hearing, the appellant will be given the opportunity to be heard by the Coordinator and to present evidence on matters concerning the application of the workplan. The Coordinator will render a decision and respond to the appellant in writing within 30 days of the hearing. The results of said hearing will be transmitted to CDFA.

Attachment: GWSS Agreement 21-0517-008-SF FY 22 23 23 24 (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 & 2023/2024)

PIERCE'S DISEASE CONTROL PROGRAM
BUDGET

Mariposa County Proposed PDCP Budget 2022-2023

SURVEY/INSPECTION ACTIVITIES

***PERSONNEL SERVICES**

	Hourly Rate	Number of Hours		Total
Permanent Salaries				
Agricultural Commissioner	56.25	16		900.00
Agricultural & Standards Inspector	28.98	19		550.62
Agricultural & Standards Inspector	31.37	19		596.03
		54	**Total Permanent**	2,046.65
Temporary Salaries				
Agricultural Field Assistant	17.48	190		3,321.20
Program Assistant	17.60	95		1,672.00
		285	**Total Temporary**	4,993.20
Staff Benefits	**Rate**			
Permanent @ 30%	0.3000			614.00
Temporary @ 10%	0.1000			499.32
			Total Benefits	1,113.32
Overtime (hours x salary)			**Total Overtime**	0.00
			Total Personnel Services	8,153.17

OPERATING EXPENSES

General Expense/Supplies				
General Expense/Supplies (general office and field supplies)				16.00
Postage -- mailing PDCP information to homeowners				
**Vehicle Expense	Rate	Miles		
County @ $0.585 per mile	0.585	2,488		1,455.48
State @ $0.285 per mile	0.285	0		-
Lease - 1 vehicle @ $600 per month				
Gasoline for Leased Vehicle (actuals)				
Communication				
Travel - Reason for travel requested by CDFA (per diem, airfare, car rental)				-
Indirect Cost (25% of total personnel services)	0.25			2,038.29
			Total Operating Expenses	3,509.77
			Total Survey/Inspection Activities	**$ 11,662.94**

*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.
**Subject to change due to federal mileage rate changes.

Attachment: GWSS Agreement 21-0517-008-SF FY 22 23 23 24 (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 & 2023/2024)

PIERCE'S DISEASE CONTROL PROGRAM
BUDGET

Mariposa County Proposed PDCP Budget 2023-2024

SURVEY/INSPECTION ACTIVITIES

***PERSONNEL SERVICES**

Permanent Salaries	**Hourly Rate**	**Number of Hours**		**Total**
Agricultural Commissioner	58.29	12		699.48
Agricultural & Standards Inspector	31.37	15.5		486.24
Agricultural & Standards Inspector	32.95	15.5		510.73
		43	**Total Permanent**	1,696.45
Temporary Salaries				
Program Assistant	18.49	285		5,269.65
		285	**Total Temporary**	5,269.65
Staff Benefits	**Rate**			
Permanent @ 30%	0.3000			508.94
Temporary @ 10%	0.1000			526.97
			Total Benefits	1,035.91
Overtime (hours x salary)			**Total Overtime**	0.00
			Total Personnel Services	8,002.01

OPERATING EXPENSES

General Expense/Supplies				
General Expense/Supplies (general office and field supplies)				-
Postage -- mailing PDCP information to homeowners				10.00
**Vehicle Expense	Rate	Miles		
County @ $0.585 per mile	0.585	2000		1,170.00
State @ $0.285 per mile	0.285			-
Lease - 1 vehicle @ $600 per month				
Gasoline for Leased Vehicle (actuals)				
Communication				480.00
Travel - Reason for travel requested by CDFA				
(per diem, airfare, car rental)				
Indirect Cost (25% of total personnel services)	0.25			2,000.50
			Total Operating Expenses	3,660.50
			Total Survey/Inspection Activities	**$ 11,662.51**

*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.
**Subject to change due to federal mileage rate changes.

Attachment: GWSS Agreement 21-0517-008-SF FY 22 23 23 24 (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 & 2023/2024)

USDA, APHIS Agreement #	19-8100-0395-MU
Cooperator Agreement #	18-0633-000-MU
Cooperator Tax Id #	68-0325104
Expiration Date	5/2024

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE (APHIS-PPQ)
AND THE
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

ARTICLE 1 - PURPOSE AND SCOPE

The purpose of this Memorandum is to provide for effective cooperation between the Parties to protect the Nations' agricultural, horticultural, timber, plant, and other resources from damage caused by plant pests or noxious weeds. The scope of this Memorandum encompasses cooperative plant protection and quarantine programs and activities directed at plant pests and noxious weeds of mutual concern. The Parties believe that effective cooperation between them in planning and implementing plant protection and quarantine programs will help attain the Parties' mutual objective of protecting the Nation's plant health.

ARTICLE 2 - AUTHORITIES

This Memorandum is entered into by APHIS under the Plant Protection Act, as amended (7 USC 7701 et seq.) (PPA) which, in part, authorizes the Secretary of the United States Department of Agriculture (USDA) to cooperate with States or political subdivisions thereof, domestic or international organizations or associations, and individuals to carry out the PPA. In addition, pursuant to 7 USC 2279g, the Federal and State Parties may cooperate to carry out programs to protect the nation's plant resources and pursuant to 7 USC 2814, the Parties can cooperate on the management of undesirable plants on Federal lands.

This Memorandum is entered into by the CDFA pursuant to California Food and Agriculture Code (Section 482 (a)) Statutes that authorizes CDFA to cooperate with APHIS to conduct plant protection and quarantine programs and activities to accomplish the purpose of this Memorandum, including the phytosanitary inspection of plants and plant parts and the products thereof, and to contribute a just proportionate share of the resources necessary to carry out mutually agreed upon cooperation programs and activities.

Attachment: GWSS Plant Protection Act MOU for Agreemtn 21-0517-008-SF (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 &

USDA, APHIS Agreement #	19-8100-0395-MU
Cooperator Agreement #	
Cooperator Tax Id #	68-0325104
Expiration Date	5/2024

ARTICLE 3 - MUTUAL RESPONSIBILITIES OF THE PARTIES

The Parties agree that:

a. This Memorandum supersedes all existing Memoranda of Understanding, and supplements and/or amendments thereto, between APHIS-PPQ and CDFA relating to the Parties' cooperative activities to protect the Nation's agricultural, horticultural, timber, plant, and other resources from damage caused by plant pests and noxious weeds within the State of California, with the understanding that the Parties' cooperative plant protection and quarantine programs now in progress pursuant to existing Memoranda of Understanding shall continue under this Memorandum of Understanding, if consistent herewith.

b. Any things of value that a Party contributes to cooperative plant protection and quarantine programs, such as funds, personnel, facilities, supplies, and equipment, shall be specified and agreed to by execution of a separate and distinct written agreement, apart from this Memorandum, that is in compliance with all applicable Federal and State laws and regulations.

c. Cooperative programs and activities initiated to carry out the purposes of this Memorandum shall be planned, agreed upon, and implemented jointly by the Parties. Likewise, cooperative work plans and methods of procedure shall be prepared jointly, and shall be subject to revision by agreement of the Parties as progress of the work justifies.

d. Copies of cooperative work plans will be filed with each of the cooperating Parties.

e. Periodic progress reports of cooperative programs and activities shall be prepared and furnished by each of the cooperating Parties, as required and/or mutually agreed upon by the Parties.

f. The Parties will collaborate to identify components of the agricultural quarantine inspection program at CDFA ports of entry where additional personnel and resources are needed to ensure appropriate program delivery of pest exclusionary efforts.

ARTICLE 4 - RESPONSIBILITIES OF APHIS

APHIS agrees to:

a. Provide leadership in planning and implementing cooperative plant protection and quarantine programs through APHIS regional, state, and work unit organizations.

Attachment: GWSS Plant Protection Act MOU for Agreemtn 21-0517-008-SF (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 &

USDA, APHIS Agreement #	19-8100-0395-MU
Cooperator Agreement #	
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Expiration Date	5/2024

b. Collaborate in the planning and implementation of cooperative plant protection and quarantine programs in the State of California.

c. Provide the acronym of state agency with pertinent information relating to the cooperative plant protection and quarantine programs within the State.

d. Develop, in cooperation with Federal research agencies, new and improved methods, techniques and procedures for use in cooperative plant protection and quarantine programs and activities.

ARTICLE 5 - RESPONSIBILITIES OF CDFA

The CDFA agrees to:

a. Furnish the services of a mutually acceptable State official, whose duties shall include the direction of the State's personnel who are engaged in cooperative plant protection and quarantine programs, as well as to all matters related to the enforcement of State laws and the effective utilization of personnel and facilities of its organizations conducting the cooperative work. This State official will participate in joint planning, direction, and execution of cooperative work programs pursuant to this Memorandum.

b. Provide APHIS with pertinent information relating to the cooperative plant protection and quarantine programs within the State.

c. Undertake directly, or in cooperation with the State agencies having the appropriate jurisdiction, such enforcement and compliance measures as may be necessary for the effective enforcement of the State's plant protection and quarantine laws and regulations, including State regulations governing the intrastate movement of regulated articles.

d. In accordance with the applicable State laws and regulations, authorize specified APHIS plant protection and quarantine personnel to enter upon private property pursuant to the authority of State law when necessary for the purposes of conducting inspections or surveillance work regarding plant protection and quarantine programs and ensuring compliance with plant protection and quarantine laws.

e. Revise State regulations, or promulgate new regulations, when such action is necessary or advisable, to ensure the effective implementation of plant protection and quarantine programs and activities.

Attachment: GWSS Plant Protection Act MOU for Agreemtn 21-0517-008-SF (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 &

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Expiration Date	5/2024

f. Solicit, as appropriate and applicable, the cooperation of State Universities, Agricultural Experiment Stations, Agricultural Extension Service, and similar State organizations to provide, among other things, their facilities, personnel, and assistance to accomplish the cooperative plant protection and quarantine programs and activities.

g. Submit plant pests that are suspected new introductions into the United States to the USDA, National Identification Services recognized authority as applicable with collection data for final identification.

h. If applicable, when connected to the USDA-APHIS network or hosting APHIS information and/or information systems, comply with the federal, USDA, and APHIS security and privacy requirements to protect APHIS information and information systems against cyber threats and unauthorized intrusions as required by the Federal Information Security Management Acts of 2002 and 2014 (FISMA), the National Cybersecurity Protection Act of 2014, and the Privacy Act of 1974. Specific USDA/APHIS control guidelines are outlined in the most current version of the USDA/APHIS Information System Security Handbook. In accordance with USDA and APHIS regulations and policies on email, the Recipient will not download any material (i.e., pictures, movies, or music files) bearing a copyright, nor access any material defined as inappropriate in these regulations and directives. Additionally, the Recipient agrees that any of its personnel that are given access to the APHIS network, any systems on the APHIS network, or any personnel using APHIS-owned or funded computer equipment will take all APHIS required security and privacy training. Furthermore, the Recipient will not disseminate, post, or publish in any capacity official government information or data unless authorized to do so by this Agreement.

Current APHIS security and privacy requirements, policies, and guidelines can be obtained through the APHIS Information System Security Program Manager. APHIS follows USDA's processes which are based on the most current National Institute of Standards and Technology (NIST) special publications such as NIST Special Publications (SP) 800-37 and SP 800-53 and -53A.

i. If applicable, work with the appropriate APHIS Program Unit's Information Systems Security Manager and the APHIS Information Systems Security Program Manager to ensure compliance with the FISMA assessment and authorization (A&A) requirements for APHIS information and information systems. The Recipient must follow USDA/APHIS A&A guidelines and standards described in the USDA six step risk management framework process guide located at: Departmental Regulation: Security Assessment and Authorization. The regulation is based on applicable National Institute of Standards and Technology (NIST)

Attachment: GWSS Plant Protection Act MOU for Agreemtn 21-0517-008-SF (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 &

USDA, APHIS Agreement #	19-8100-0395-MU
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publications such as, NIST SP 800 – 37, *Guide for Applying the Risk Management Framework to Federal Information Systems*; and, NIST SP 800 – 53, *Recommended Security Controls for Federal Information Systems*.

ARTICLE 6 - DATA SHARING AND RESPONSIBILITIES

a. Data to be Shared: The Parties agree to provide plant protection and quarantine data to each other. The data to be provided to each Party by the other Party includes, but is not limited to, plant protection and quarantine surveys, diagnostic information, detection activities, inspection reports, and pest interception data. Each Party is responsible for transmitting the provided data to its own authorized employees, cooperators, and contractors as applicable and necessary, in order to carry out responsibilities under their respective plant health authorities. Each Party agrees that it will ensure, to the extent provided by applicable laws and regulations, that data provided by the other Party is not released to anyone that is not authorized to receive it.

b. Data Utilization: The Parties agree that the provided data will only be used in the administration and enforcement of each Party's respective plant health laws and regulations. Data provided by the Parties under this Memorandum may be used to ensure compliance with their respective plant health laws and regulations, to respond to domestic plant pest and disease emergencies, interceptions, and trace backs, to enhance delivery of pest exclusionary programs and activities, to support pest surveying activities, to develop quarantines and other appropriate measures for pest management and mitigation, to implement or improve international pre-clearance and/or pest eradication programs and activities, pest risk assessments, phytosanitary trade support, and the issuance of plant protection and quarantine permits, and to develop, in cooperation with Federal research agencies, new and improved methods, techniques and procedures for use in cooperative plant protection and quarantine programs and activities Each Party agrees that it will ensure that the provided data is used only for purposes specified in this Memorandum and only in a manner consistent with the provisions of the PPA.

c. Data Restrictions: The CDFA agrees and acknowledges that the data provided by APHIS-PPQ pursuant to this Memorandum is solely APHIS-PPQ data and as such is or may be subject to the confidentiality provisions of 7 USC §8791 of the Food, Conservation, and Energy Act of 2008 (formerly Section 1619 of the 2008 Farm Bill) and the Privacy Act of 1974, and also agrees to safeguard such confidentiality and prohibit any unauthorized access to the data provided by APHIS as required by 7 USC §8791. The CDFA further agrees and acknowledges that if 7 USC §8791 does apply to some or all of the APHIS provided data, that pursuant to 7 USC §8791, the CDFA is bound to and will comply with 7 USC §8791 (copy attached as

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Appendix A) and related APHIS-PPQ guidance. The CDFA understands that it may not release any of the data provided by APHIS-PPQ since it is Federal Government data and it agrees to refer any and all requests for the data provided by APHIS, not otherwise authorized to be released under this Memorandum and applicable Federal laws and regulations, to the APHIS-PPQ Legislative and Public Affairs, Freedom of Information and Privacy Act Office, 4700 River Rd. Unit 50, Riverdale, MD 20737, (301) 851-4102. Additionally, the CDFA agrees that it will, if requested by APHIS, enter into a separate written agreement with APHIS-PPQ to protect from release or disclosure any data provided by APHIS-PPQ that is subject to 7 USC §8791.

ARTICLE 7 - ENVIRONMENTAL

Consistent with the provisions of the Council on Environmental Quality regulations (40 CFR 1500 – 1508) implementing the National Environmental Policy Act (NEPA), the Parties to this Memorandum agree to cooperate in the preparation and completion of all NEPA environmental analyses and documentation requirements (including mitigation requirements) for any project for which APHIS prepares any NEPA documentation and analysis related to any cooperative program created or initiated to carry out or accomplish the purposes of this Memorandum.

ARTICLE 8 - PROGRAM PERSONNEL

a. APHIS personnel are solely APHIS employees and are solely under APHIS' control and direction.

b. Personnel of the CDFA are solely CDFA employees and are solely under CDFA control and direction.

ARTICLE 9 - PUBLICATIONS

Subject to the limitations of Article 6, each of the Parties to this Memorandum shall be free to use in its official correspondence and publications any of the results obtained in cooperative plant protection and quarantine programs conducted under this Memorandum, giving due acknowledgment and credit to the other Party. Publication may be joint or independent, as may be agreed upon by the Parties, always giving due credit to the other cooperating Parties, and recognizing within proper limits the rights of the individuals doing the work. In case of failure to agree as to the manner of publication or interpretation of results, either Party may publish such material after due notice and submission of the proposed manuscripts to the other Party. In such

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instances, the Party publishing the material will give due credit to the other cooperating parties, but will assume full responsibility for any statements on which there is a difference of opinion.

The CDFA may assert copyright in any aforesaid material developed by the CDFA that is subject to copyright. The Federal Government shall reserve a worldwide, royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the material for Federal Government purposes, and to authorize others to do so.

ARTICLE 10 - FINANCING AND FUNDS MANAGEMENT

a. This Memorandum defines the basis on which the Parties will cooperate, and does not constitute a financial obligation or serve as a basis for incurring expenditures. Each Party will handle and expend its own funds. Any and all expenditures from Federal funds by APHIS made in conformity with cooperative programs and activities conducted under this Memorandum must be in compliance with USDA rules and regulations, and in each instance based upon appropriate financial documentation. Expenditures made by the CDFA will be in accord with its laws and regulations.

b. The responsibilities assumed by each of the cooperating Parties are contingent upon funds being available from which the expenditures legally may be made.

c. State funds for cooperative programs and activities conducted under this Memorandum shall not be expended by a Federal employee, even if the CDFA does not have a representative stationed in the locality of the cooperative activities. Federal employees may handle the CDFA's accounts for cooperative activities, but shall forward all vouchers to the disbursing agent of the State for payment. The CDFA shall not send checks payable to Federal employees or send checks payable to "Cash" or "Bearer" to Federal employees for payment of local expenses.

d. Cooperative program activities that may result in exchange, transfer, reimbursement, off-setting, or any other means of moving funds from one Party to the other are not authorized under the terms of this Memorandum. All such activities shall be documented and supported by separate financial documentation in compliance with all applicable Federal and State laws and regulations.

ARTICLE 11 - INTELLECTUAL PROPERTY

Any invention made in the performance of this cooperative work jointly by an employee or

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employees of the USDA and the CDFA shall be fully disclosed, either by publication or by patenting in the United States, and any such United States patent shall either be dedicated to the free use of the people in the United States or be assigned or licensed to the United States of America (Government) or be assigned or licensed to the CDFA, or jointly owned by the Government and CDFA, as may be mutually agreed upon by the Parties hereto, provided, that in the event of assignment or license to the CDFA, the Government shall retain an irrevocable, nonexclusive, royalty-free license under the patent, throughout the world, to practice the invention or have the invention practiced for or on behalf of the Government, and provided further, that in the event of assignment or license to the Government, it shall be of the domestic patent rights.

Where the domestic patent rights are assigned or licensed to the Government, the Government shall have an option to acquire the foreign patent rights in the invention on which an application for a United States patent is filed, for any particular foreign country, said option to expire in the event that the Government fails to cause an application to be filed in any such country on behalf of the Government or determines not to seek a patent in such country within eight months after the filing of the application for a United States patent on the invention. Where the domestic patent rights are assigned or licensed to the Government, but the foreign patent rights are retained by an employee, the employee shall grant to the Government a nonexclusive, irrevocable, royalty-free license in any patent that may issue thereon in any foreign country, including the power to issue sublicenses for use on behalf of the Government and/or in furtherance of the foreign policies of the Government, and said license shall also include the power to sublicense licensees under the Government-owned or licensed United States patent to practice the invention without payment of royalty or other restriction in any foreign country wherein a corresponding patent may issue to the employee or this foreign assignee.

Any invention made in the performance of this cooperative work solely by an employee or employees of the USDA or solely by an employee or employees of the CDFA shall be disposed of in accordance with the policy of the USDA or CDFA, respectively, provided, that in the event the invention is made solely by an employee or employees of the CDFA, the CDFA shall grant or shall obtain from the assignee of any patent issued on said invention an irrevocable, nonexclusive, world-wide, royalty-free license for the Government, to practice the invention or have the invention practiced for or on behalf of the Government, and provided further, in the event the invention is made solely by an employee or employees of the CDFA, that unless the CDFA or his assignee has taken effective steps within three years after a patent issues on the invention to bring the invention to the point of practical application or has made the invention available for licensing royalty-free or on terms that are reasonable in the circumstances, or can show cause why he should retain the principal or exclusive rights for a further period of time, the Government shall have the right to require the granting of a license to an applicant on a

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nonexclusive, royalty-free basis.

Inventions made in the performance of this cooperative work may be subject to the applicable statutes and regulations governing inventions, patents and licensing, at 35 U.S.C. §200-210 and 37 C.F.R. Part 401 and 404 (the Bayh-Dole Act). When applicable, the provisions of the Bayh-Dole Act and its regulations shall be determinative, anything in this Article to the contrary notwithstanding.

Further details regarding intellectual property shall be included in working plans as appropriate per Article 3 of this agreement.

ARTICLE 12 - MISCELLANEOUS

a. The Parties to this Memorandum shall comply with all Federal statutes, regulations and directives relating to nondiscrimination and that may apply to the cooperative activities conducted under the auspices of this Memorandum.

b. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Memorandum or to any benefit to arise there from, unless it be made with a corporation for its general benefit.

ARTICLE 13 - DURATION, AMENDMENTS, AND TERMINATION

This Memorandum shall become effective upon the date of final signature, and shall remain in effect for 5 years. This Memorandum may be modified or renewed upon mutual agreement of the Parties in writing, and may be terminated at the request of either Party. Requests for any major modification or termination shall be submitted, in writing, to the other Party for consideration not less than 60 days in advance of the desired effective date.

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CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

Crystal Myers 4/24/19

Crystal Myers, Branch Chief — Date

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

4-4-19

Nick Condos, Director, PHPPS — Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

5/6/19

Osama El-Lissy — Date
Deputy Administrator

Attachment: GWSS Plant Protection Act MOU for Agreemtn 21-0517-008-SF (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 &

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APPENDIX A

7 U.S.C.
United States Code, 2011 Edition
Title 7 - AGRICULTURE
CHAPTER 113 - AGRICULTURAL COMMODITY SUPPORT PROGRAMS
SUBCHAPTER V - ADMINISTRATION
Sec. 8791 - Information gathering
From the U.S. Government Printing Office, www.gpo.gov

§8791. Information gathering

(a) Geospatial systems

The Secretary shall ensure that all the geospatial data of the agencies of the Department of Agriculture are portable and standardized.

(b) Limitation on disclosures

(1) Definition of agricultural operation

In this subsection, the term "agricultural operation" includes the production and marketing of agricultural commodities and livestock.

(2) Prohibition

Except as provided in paragraphs (3) and (4), the Secretary, any officer or employee of the Department of Agriculture, or any contractor or cooperator of the Department, shall not disclose—

(A) information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in programs of the Department; or

(B) geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided.

(3) Authorized disclosures

(A) Limited release of information

If the Secretary determines that the information described in paragraph (2) will not be subsequently disclosed except in accordance with paragraph (4), the Secretary may release or disclose the information to a person or Federal, State, local, or tribal agency working in cooperation with the Secretary in any Department program—

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(i) when providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices; or

(ii) when responding to a disease or pest threat to agricultural operations, if the Secretary determines that a threat to agricultural operations exists and the disclosure of information to a person or cooperating government entity is necessary to assist the Secretary in responding to the disease or pest threat as authorized by law.

(4) Exceptions

Nothing in this subsection affects—

(A) the disclosure of payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law;

(B) the disclosure of information described in paragraph (2) if the information has been transformed into a statistical or aggregate form without naming any—

(i) individual owner, operator, or producer; or

(ii) specific data gathering site; or

(C) the disclosure of information described in paragraph (2) pursuant to the consent of the agricultural producer or owner of agricultural land.

(5) Condition of other programs

The participation of the agricultural producer or owner of agricultural land in, or receipt of any benefit under, any program administered by the Secretary may not be conditioned on the consent of the agricultural producer or owner of agricultural land under paragraph (4)(C).

(6) Waiver of privilege or protection

The disclosure of information under paragraph (2) shall not constitute a waiver of any applicable privilege or protection under Federal law, including trade secret protection.

(Pub. L. 110–234, title I, §1619, May 22, 2008, 122 Stat. 1022; Pub. L. 110–246, §4(a), title I, §1619, June 18, 2008, 122 Stat. 1664, 1750.)

CODIFICATION

Pub. L. 110–234 and Pub. L. 110–246 enacted identical sections. Pub. L. 110–234 was repealed by section 4(a) of Pub. L. 110–246.

Attachment: GWSS Plant Protection Act MOU for Agreemtn 21-0517-008-SF (RES-2022-243 : GWSS Program Agreement for FYs 2022/2023 &

MARIPOSA COUNTY

Agricultural Commissioner · (209) 966-2075

RESOLUTION - ACTION REQUESTED 2022-244

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: 2021/2022 Seed Subvention MOU 21-Sd22

RECOMMENDATION AND JUSTIFICATION:
Approve California Seed Law Memorandum of Understanding (MOU) No. 21-Sd22 for Fiscal Year 2021/2022 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the MOU.

This is an annual Memorandum of Understanding for work performed in Mariposa County in the enforcement of the California Seed Law. Additional funds can be received for compliance inspection for out of state seed labelers.

The minimum available in Fiscal Year 2021/2022 for this Memorandum of Understanding is $100

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Prior year Memorandum of Understanding's were signed by the Mariposa County Agricultural Commissioner. FY 2020/2021 $474.00 was received.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
No subvention funds will be received for compliance inspections in accordance with seed law.

FINANCIAL IMPACT:
The minimum available in Fiscal Year 2021/2022 for this Memorandum of Understanding is $100.

FINANCIAL IMPACT:
The minimum available in Fiscal Year 2021/2022 for this Memorandum of Understanding is $100.

ATTACHMENTS:
21 22 Seed MOU 21-SD22 (PDF)
21 22 Seed MOU 21sd22 Activity (PDF)

REF ID# 12856

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

CALIFORNIA SEED LAW
MEMORANDUM OF UNDERSTANDING
Fiscal Year July 1, 2021 - June 30, 2022

County: Mariposa

MOU Ref No: 21-sd22

As provided by section 52323 of the Food and Agricultural Code (FAC), this Memorandum of Understanding establishes an annual cooperative agreement for enforcement of the California Seed Law between the Agricultural Commissioner and the California Department of Agriculture (CDFA). Per section 52325, the Agricultural Commissioner agrees to maintain a compliance level on all seed in the county so that the statewide compliance is not less than eighty-five percent. This MOU includes the CACASA Seed Law Enhancement Program (SLEP), funded by Unclaimed Gas Tax, as approved by the Seed Advisory Board for FY20/21. The Agricultural Commissioner agrees to submit monthly reports of enforcement activities to CDFA so that CDFA can measure fulfillment of the terms of this MOU and monitor compliance to the seed law. Upon completion of the renewal cycle for firms obtaining authorization to sell seed, the Seed Services Program of CDFA will provide each Commissioner with a list of firms authorized to sell seed in their county. Each firm will be assigned units-of-activity for enforcement. Commissioners may request modification to the proposed units of activity and to the list of firms, or may simply accept the list. If new firms are discovered during the period of this MOU, the Commissioner may request that said firm(s) be added to the list and an appropriate number of units of activity for enforcement be assigned. Commissioners may not request additions to their list after April 15th of the fiscal year for which the MOU is intended.

The Commissioner may request reimbursement of expenses incurred from county staff participation at sampler training or California Seed Law training sponsored by the CDFA Seed Services Program. An invoice from the Commissioner for expenses incurred, including personnel costs, must be submitted to the CDFA Seed Services Program. These costs will be paid from the $90,000 allocated for training from SLEP funds. All requests for reimbursement must be submitted as itemized invoices within 60 days of attendance at the training. Travel costs will be paid in accordance with the guidelines for travel expense claims in the requesting county.

The purchase of pre-approved seed sampling equipment will be reimbursed from the $20,000 allocated for this purpose from SLEP funds. An invoice from the Commissioner for expenses incurred must be submitted to the CDFA Seed Services Program within 60 days of the equipment purchase.

Participation of county staff in seed complaint investigations will be reimbursed from the $150,000 allocated for this purpose from SLEP funds. An invoice from the Commissioner for expenses incurred must be submitted to the CDFA Seed Services Program within 60 days of the completion of the investigation.

Upon successful completion of the terms of this MOU, (a) counties with no registered seed labelers may receive one hundred dollars ($100) and (b) counties with registered seed labelers shall receive payments based upon their units of enforcement activity reported during the period of this MOU per section 52324. The rate of compensation per unit of activity shall be established by dividing the total statewide units of activity into $120,000 minus the amount required for payments of $100 to counties with no registered labelers. All counties conducting SLEP seed enforcement activities shall receive payments based on the reported inspection activities conducted during the period of this MOU, from the $180,000 allocated for this program. **All enforcement activities must be reported by October 15th of the fiscal year following the stated period of this MOU**. If a county fails to submit a monthly report by October 15th of the year following the period of this MOU, CDFA will assume there were no enforcement activities to report for that month and will total the statewide units of enforcement activity (FAC 52324). **The Commissioner agrees that failure to submit monthly Report 6s by October 15th will affect the overall rate of compensation per unit of enforcement activity and will concomitantly affect the amount of proposed payment to the Commissioner's county**.

Once the rate per unit of activity has been determined, CDFA will send a summary of work completed and proposed payment to each county. The County Agricultural Commissioner or authorized Deputy Agricultural Commissioner must sign the proposed payment and return it to

Attachment: 21 22 Seed MOU 21-SD22 (RES-2022-244 : 2021/2022 Seed Subvention MOU 21-Sd22)

Amended 2/18/2022

CALIFORNIA SEED LAW
MEMORANDUM OF UNDERSTANDING
Fiscal Year July 1, 2021 - June 30, 2022

CDFA Seed Services Program, at which time it will become a signed invoice requesting payment per statute (FAC 52323-52325) and/or with SLEP, if applicable. If the proposed payment is not received by the CDFA Seed Services Program within 45 days of arrival at the county, CDFA will assume that the county agrees with the proposed payment and will make payment per statute at the amount indicated in the proposed payment. CDFA will make payment in the fiscal year following the year of enforcement activity (FAC 52323).

The following performance standards must be met in order to receive the annual apportionment:

PERFORMANCE STANDARDS

1. Inspection of premises and seed lots - One (1) or more inspections of each registered seed firm or distribution center on the County's Units of Activity List will be conducted. A list of all inspections completed, and the dates of inspection will be maintained by the county for two years after the fiscal year. A tally of completed inspections will be reported each month on the Report 6 form and submitted to the Seed Services Program of CDFA. Failure to perform an assigned premises inspection will result in a loss of compensation equivalent to three assigned label evaluations.
2. Label Evaluations – Each label from unique seed lots of firms on the county's list will be evaluated as a unit of activity and assigned a base rate of compensation per label. Quantities of labels evaluated beyond the number indicated on the units of activity list may be assigned a lesser rate of compensation per label. Labels will be evaluated for compliance to the California Seed Law (CSL) and relevant portions of the Federal Seed Act (FSA). Violations of the CSL or FSA will be reported immediately to CDFA Seed Services Program.
3. Commissioners that participate on Investigative Committees for seed complaints may claim up to nine units of activity for each seed complaint Investigative Committee they participate on.
4. Counties without a High-Risk Pest Exclusion contract will be compensated for visual inspections of imported seed shipments. Each shipment and all related seed lot labels will each be assigned one unit of activity. These activities will be paid from available SLEP funds allocated for this purpose.
5. Label Evaluation priority and limits- In order to assist the seed industry in achieving and maintaining compliance with the California Seed Law, the following priorities have been developed for the Agricultural Commissioner. The limits indicated are relevant to extra labels that might be evaluated by a county.
    a) Agricultural and vegetable seed grown, conditioned, packaged, or repackaged at local operations.
    b) Agricultural and vegetable seed of kinds utilized by farm plantings within the County.
    c) Grass (lawn) seed kinds are limited annually to not more than fifteen (15) labels from any one Distribution Center, and not more than five (5) labels of grass seed offered for sale by retail merchants for nonfarm use.
    d) Agricultural, vegetable and grass seed labels on seed identified in Warning Hold Notices (Form 66-008) issued by CDFA Border Protection Stations will count as extra labels evaluated unless they are counted towards the required amounts on the units of activity list. See Report 6 instructions for proper reporting of labels related to 66-008 Inspections.
    e) Stop-sale orders may be issued on seed containers labeled incorrectly or incompletely at inspection time. Stop-sale orders are encouraged on seed labeled by firms not authorized to sell seed in California.

This Memorandum of Understanding must be signed and returned to the Department within 60 days of receipt and shall continue to, and terminate on, the 30th day of June 2022.

Attachment: 21 22 Seed MOU 21-SD22 (RES-2022-244 : 2021/2022 Seed Subvention MOU 21-Sd22)

CALIFORNIA SEED LAW
MEMORANDUM OF UNDERSTANDING
Fiscal Year July 1, 2021 - June 30, 2022

County: Mariposa

MOU Ref No: 21-sd22

Secretary, or his/her representative
Department of Food and Agriculture

By _____

Date_____

Agricultural Commissioner,
Mariposa County

By _____

Date_____

Additional endorsements/approvals if needed.

County of Mariposa:

By _____

Date_____

Title: _____

County of Mariposa:

By _____

Date_____

Title: _____

County of Mariposa

By _____

Date_____

Title: _____

Countyof Mariposa:

By _____

Date_____

Title: _____

Signed copies should be sent to:

California Dept. of Food and Agriculture
Attn: Brenda Lanini - Seed Services Program
1220 N Street
Sacramento, CA 95814
SeedServices@cdfa.ca.gov

Important: Do NOT send to CDFA Contracts. These are MOUs per statutory authority. They may get lost if you send them to CDFA Contracts.

Thank you

Version: 2/4/2022

Attachment: 21 22 Seed MOU 21-SD22 (RES-2022-244 : 2021/2022 Seed Subvention MOU 21-Sd22)

California Department of Food and Agriculture
Seed Services

21/22 PROPOSED UNITS OF ACTIVITY

Mariposa

Seed Subvention Program

The following list was generated from a database of firms authorized to sell seed in your county during the present fiscal year. This list was compared to last year's list but there may be corrections, deletions, or additions that you would like to make. Please review the list and make corrections on this form and return a copy to the Seed Services Program. If no changes are sent to the Seed Services Program, this list will serve as the benchmark to determine your county's performance and subsequent apportionment of seed subvention funds for the contracted fiscal year. You may wish to contact firms that did not renew so you can recapture those units.

Firm	Location	Type	No. of Seed Lots to Eval.	No. of Premises Inspections	Please Note
None	Not indicated	Dealer	0	1	

21/22 PROPOSED PERFORMANCE STANDARDS FOR MARIPOSA COUNTY

		Note: Your MOU for last year had:
Number of unique seed lots that must have labels evaluated*	0	0 *unique labels to evaluate*
Number of premises inspections to conduct*	1	0 *premises to inspect*

Payment for the proposed work will be made in FY 21-23* and will be calculated using the reported units of activity. A reduction in assigned or reported units of activity may result in a reduction in payment. For points of reference, your county was paid the following amounts for seed-law work in recent years.

Payment for work in FY 17-18 was	$127.03	***Payment for work in FY 19-20 was***	$100.00
Payment for work in FY 18-19 was	$145.87	***Payment for work in FY 20-21 was***	$474.00

****Work performed in 21-22 will be tallied after Oct. 2022 and payment will be made in FY 22-23 per statute.***

FIRM = Facility registered to label and or sell seed, or a major distribution center.
TYPE = Types of seed operations are as follows:

Labeler - attaches label and offers seed for sale in California
Dealer - sells seed but does not attach his or her own label.
NE - nursery exempt. Authorized to sell seed under nursery license.

17-Feb-22

Attachment: 21 22 Seed MOU 21sd22 Activity (RES-2022-244 : 2021/2022 Seed Subvention MOU 21-Sd22)

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

February 22, 2022

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

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Tom Sweeney	District II 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	Present	9:00 AM

B. Pledge of Allegiance

Chair Smallcombe led the Pledge.

C. Introductions

Dallin Kimble/County Administrative Officer introduced Ahmed Helmi/Development Director of KOA/Terramor and Brian Fulce/Independent Local Project Manager of KOA who discussed an upcoming Yosemite Project.

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

Chair Smallcombe noted CA.5 was being removed for a separate vote. Public comment received from Jonathan Noelle and Karen Glendenning. Supervisor Long asked that CA.13 be withdrawn and rescheduled.

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

CA1. **Health and Human Services** **RES-2022-120**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2022-121**

Minutes Acceptance: Minutes of Feb 22, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

CA3. **Sheriff's Office RES-2022-122**

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

CA4. **Administration/Human Resources RES-2022-123**

Appoint County Clerk Keith Williams as Acting Clerk of the Board Effective March 1, 2022 and Approve a 10% Increase in Salary for the Term of This Appointment Effective April 1, 2022

CA5. ***Item moved for separate vote***

CA6. **Board of Supervisors**

Approve the Minutes of Tuesday, January 18, 2022

CA7. **Board of Supervisors**

Approve the Minutes of Tuesday, January 25, 2022

CA8. **Clerk of the Board of Supervisors RES-2022-124**

Ratify an Agreement with CivicPlus for the County's Website

CA9. **Health and Human Services RES-2022-125**

Approve the Overfill of a Program Manager in Health and Human Services in the Public Assistance Division Effective Immediately

CA10. **HHS/Behavioral Health & Recovery Services RES-2022-126**

Approve the Second Amendment to an Agreement with InSync Healthcare Solutions, LLC to Increase the Amount Not to Exceed $266,147; Include an Additional Twelve (12) Licenses for Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA11. **HHS/Community Services 2022-14**

Accept the Resignation of Sue Overstreet from the Mariposa County Commission on Aging Effective Immediately

CA12. **Planning 2022-15**

Re-Appoint Tony McDaniel, Michael Martin, Wendy Brown and Ralph Menderhausen to the Merced River Trail Community Working Group (MRTCWG) with Terms to Expire February 28, 2025; and Acknowledge the Service of Dean Bernacchi and Jeff Gabe to the MRTCWG

CA5. ***Item moved for separate vote***

CA14. **Planning 2022-17**

Re-Appoint James Rhodes to the Coulterville Planning Advisory Committee with a Term to Expire February 29, 2024; and Acknowledge Nina Mimnaugh's Service to the Coulterville Planning Advisory Committee (Supervisor Sweeney)

CA15. **Planning 2022-18**

Minutes Acceptance: Minutes of Feb 22, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Re-Appoint Caroline McGrath, Candy O'Donel- Browne, Eileen Collins and Heather Huppe to the Midpines Planning Advisory Committee for Terms to Expire February 29, 2024 (Supervisor Smallcombe)

CA16. **Planning 2022-19**

Re-Appoint Elnora George as a Voting Member Representing the Mariposa Farm Bureau; Re-Appoint David Mecchi as a Voting Member Representing the Mariposa Resource Conservation District; and Re-Appoint Lyle Turpin as the Alternate Voting Member Representing the Mariposa Resource Conservation District to the Agricultural Advisory Committee, for Terms to Expire February 29, 2024

CA17. **Planning 2022-20**

Re-Appoint Catherine Collamer, Ryan Kelly, Greg Magruder, Paul Amstutz and Mark Abney to the El Portal Planning Advisory Committee with Terms to Expire February 29, 2024 (Supervisor Smallcombe)

CA18. **Planning 2022-21**

Re-Appoint Kim Tucker to the Housing Programs Advisory Committee for a Term to Expire February 28, 2025; and Acknowledge the Service of Courtney Twiss and Candy O'Donel-Browne

CA19. **Planning 2022-22**

Re-Appoint Jesse Figueroa to the Greeley Hill Planning Advisory Committee for a Term to Expire February 29, 2024.

CA20. **Public Works RES-2022-127**

Authorize the Public Works Director to Waive the Encroachment Permit Fee of $150 for the 44Th Annual Indian Gulch Run in Hornitos on March 20, 2022

CA21. **Public Works RES-2022-128**

Declare the Saturday April 23, 2022 Butterfly Parade a County Sponsored Event; and Approve the Application for a Cal Trans Encroachment Permit in Support of Closing Highway 140 from 10:00 AM to 11:30 AM, Between Highway 49 North and Highway 49 South

CA22. **Public Works RES-2022-129**

Approve an Agreement with Caltrans for 2017 Storm Repairs to Ben Hur Road; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA23. **Public Works RES-2022-130**

Approve Budget Action Transferring Funds Within the Public Works Budget for Purchase of a Backhoe ($198,391)

CA24. **Public Works RES-2022-131**

Ratify an Agreement with CivicPlus for CivicRec Cloud Service

CA25. **Public Works/Solid Waste RES-2022-132**

Minutes Acceptance: Minutes of Feb 22, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Adopt a Resolution Affirming the Notification of Intent to Comply with SB 1383 Regulations; and Authorize and Direct the Public Works Director to Submit the Notification to CalRecycle on Its Behalf

CA26. **Sheriff's Office RES-2022-133**

Approve First Amendment to Contract with Stanislaus County Sheriff's Office Coroner's Division for Forensic Pathology Services Increasing the Amount Not Exceed $70,000 to $150,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

E. Items removed from Consent Agenda

1. **Board of Supervisors RES-2022-134**

Resolution Recognizing Rene LaRoche, Upon Her Retirement as Clerk of the Board (Board Chair)

Chair Smallcombe introduced this item. Public comment received by Sarah Williams/Planning Director who expressed her thanks for all Rene's hard work and professionalism over the last several years.

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

2. **Planning 2022-16**

Re-Appoint Jeanetta Phillips, Ruth Sellers and Kathleen Leavitt to the Historic Sites and Records Preservation Commission for Terms to Expire February 28, 2025

Supervisor Long asked that this item be withdrawn and rescheduled for March 1st, 2022 for further clarification.

RESULT: **WITHDRAWN AND RESCHEDULED** **Next: 3/1/2022 9:00 AM**

F. Departmental Presentation

Dr. Kristina Allen/Deputy Director of Public Health stated the County was seeing a decline in the case rate. There was still high transmission as there were 37 new cases in a 7-day period. There were 15 county employees out as either positive or as a close contact. There were successful travel clinics for Arbor Works as well as Cathey's Valley and north county communities. Dr. Allen noted that the We Vax Mobile Van had been delivered but was still in need of some outfitting and that the plan is to have it up and running as soon as possible. She also stated there will be a media campaign to let communities know when the van will be in their area.

Matthew Matthiessen/John C. Fremont Heathcare District CEO mentioned that as our community moves out of COVID-19 restrictions and to a more normal reality, the John C. Fremont Clinics will be scaling back on Telemed and will move towards seeing more patients in the office. Mr. Matthiessen noted that it was Heart Health Month, and urged the public to not put off their health care.

Minutes Acceptance: Minutes of Feb 22, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Karie Kisela/ Mariposa County Chamber of Commerce announced that on March 18th, 2022, at 11:00 AM there will be a Grand Opening for Granny's Grub which is located where old Grizzly Den was by the Triangle Market Store.

G. Public Comment on Non-Agenda Items

No public comment.

Recess Board of Supervisors

9:19 AM Chair Smallcombe recessed the Board of Supervisors meeting, followed by the Deputy Clerk of the Board reading the Government Code announcement.

H. LOCAL TRANSPORTATION COMMISSION

9:19 AM Chair Long called the meeting to order.

Public Comment Period

No public comment.

LTC Regular Agenda

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

Selection of 2022 Local Transportation Commission Chair

Discussion ensued. No public comment.

Action: Rosemarie Smallcombe was selected as the 2022 Local Transportation Commission Chair.

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

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

Selection of 2022 Local Transportation Commission Vice-Chair

Discussion ensued. No public comment.

Action: Wayne Forsythe was selected as the 2022 Local Transportation Commission Vice-Chair.

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

3. **Public Works LTC-2022-3**

Authorize Staff to Issue a Request for Proposal (RFP) to Retain a Consultant to Update the Mariposa County Regional Transportation Plan (RTP); and Authorize Local Transportation Commission (LTC) Chair to Sign

Minutes Acceptance: Minutes of Feb 22, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Consulting Services Agreement: (Subject to Approval as to Legal Form by County Counsel).

Shannon Hansen/Public Works and Transportation Director gave the staff report. Ms. Hansen advised that the Regional Transportation plan is a living document and currently 25 years old and needs to be updated every 5 years. No public comment. Discussion ensued.

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

Adjourn LTC

9:24 AM Chair Smallcombe adjourned the meeting of the Local Transportation Commission.

Reconvene as Board of Supervisors

I. Regular Agenda Items

Chair Smallcombe pulled I.5 to I.1

1. **County Counsel (ID # 12645)**

Adopt a Resolution Placing a 1% Special Transactions and Use (Sales) Tax Measure on the June 7, 2022 County Primary Election Ballot for New, Remodeled and Repurposed Hospital and Healthcare Facilities of the John C. Fremont Healthcare District (Measure "P")

Candy O'Donnell Brown/John C. Fremont Health Care District, Board Chair stated the Hospital Board met and came to the consensus that Measure O will be kept and Measure P will be withdrawn. Ms. O'Donnell Brown thanked Dallin Kimble for his assistance.

Steve Dahlem/County Counsel noted for clarity that this item was formally withdrawn.

RESULT: **WITHDRAWN**

2. **Treasurer-Tax Collector-County ClerkRES-2022-135**

Approve Agreement with the California Secretary of State in the Amount of $30,000 for the Outreach and Education Services as Part of the Voter's Choice Act Implementation Plan; and Authorize the County Clerk to Sign the Agreement

Keith Williams/County Clerk- Tax Collector-Treasurer gave the staff report, noting that this is a standard agreement for funds to cover two elections. Any leftover funds will go to the next election. These funds are to be used for advertising. No public comment.

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

3. **HHS/Social Services** **RES-2022-136**

Approve an Agreement with Laboratory Corporation of American Holding (Laboratory) for Genetic Parentage Testing Services for Clients Within the Child Welfare Services Branch of Mariposa County Health and Human Services Agency (HHSA) Effective February 1, 2022; and Authorize the Board of Supervisors Chair to Sign the Agreement

Julianne Sims/Division Director of Human Services for Health and Human Services Agency gave the staff report. No public comment. Discussion ensued.

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

4. **Probation** **RES-2022-137**

Approve a New Classification and Job Description of Supervising Probation Officer Effective Immediately; Set the Monthly Salary at $9,211-$10,664; and Assign the Supervising Probation Officer Classification to the Mariposa County Sheriffs' Management Association Bargaining Unit; and Allocate the Position to Probation Budget 432

Pete Judy/Chief Probation Officer gave the staff report, noting that the salary range in the Board item was incorrect. No public comment. Discussion ensued.

AMENDMENT: ***Salary range is $6,494.41 - $7,896.05.***
RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Tom Sweeney, District II Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

5. **Probation** **RES-2022-138**

Authorize the Chief Probation Officer to Submittal of Youth Programs and Facilities Grant (YPFG) Application; Authorize the Board of Supervisor Chair to Sign the Grant Agreement for $106,968 and Any Supporting Documents Necessary to Secure This Grant Award (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Recognizing Unanticipated Revenue in Probation Budget ($106,968) 4/5ths Vote Required

Pete Judy gave the staff report. No public comment. Discussion ensued.

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

Recess

9:53 AM Chair Smallcombe recessed the Board of Supervisors meeting for a five minute recess and reconvened at 9:59 AM.

6. **Administration (ID # 12691)**

Discussion and Direction Regarding County Response to COVID-19

Dallin Kimble gave the staff report stating this has been a team effort. In August of 2021 we were in the throes of the Delta Variant. Department Heads were asked to look at what that meant for their offices as well finding new ways to serve the public. This also included testing the non-vaccinated weekly. Mr. Kimble noted that opening lobbies would be low impact but under the direction of California and Cal-Osha, unvaccinated employees are to continue to wear masks and test weekly.

Joe Lynch/ Assistant County Administrative Office stated that when the County originally closed to the public, metrics were put into place because if the County closed because of fear, the thought was we would not be able to re-open until fear was mitigated. The metrics were to be all employees would wear a mask so no individual could be singled out due to vaccination status. Mr. Lynch noted that the County could be more restrictive than Cal-Osha but not less restrictive. Staff's recommendation is have all employees continue to wear masks.

Dr. Kristina Allen stated that Dr. Adrianna Nunes who does the Epidemiology weekly for the County showed that Mariposa peaked at the same time as other counties in January, but we had half the case rate. This could be attributed to the mask wearing and weekly testing put in place. Responding to a question from Supervisor Long, Dr. Allen confirmed that the current survival rate of COVID-19 is 99.97%. In response to a question from Supervisor Sweeney, Dr. Allen stated that continued testing is still recommended until we are at the moderate tier. Once in the moderate tier, the recommendation would be optional testing. Dr. Allen stated in response to Supervisor Forsythe that the State currently recommends testing weekly if unvaccinated and weekly testing is encouraged if vaccinated.

Mr. Kimble noted that there have been questions regarding the Emergency Proclamations, noting that if these are terminated, we would continue under the State of Emergency but terminating them would interfere with teleworking and any business or restaurant who has an outdoor dining space that was an exception because of COVID. He gave the example of if a restaurant set up an outdoor dining space in their parking lot, if we terminate, their exceptions are also terminated.

Mr. Lynch in response to a question from Supervisor Smallcombe stated that 58 county Human Resource Directors are going back to their associations to discuss what moving forward looks like, especially with teleworking and the possibility of instituting rules. The State is looking at how they are going to transition out of emergency standards as well. Supervisor Sweeney asked if the

Minutes Acceptance: Minutes of Feb 22, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Board lifts all restrictions they have imposed, what liability does that bring to the County, in which Mr. Kimble responded the County would still need to follow Cal-Osha guidelines which are to wear a mask if you are unvaccinated. No public comment. Discussion ensued.

DIRECTION GIVEN: All County restrictions lifted, and the County will follow State Guidance which is un-vaccinated employees are to wear a mask and test weekly. Masking and testing for vaccinated employees are recommended but not required. All County lobbies are to open to the public Monday, February 28th.

RESULT: DIRECTION GIVEN

J. Closed Session

1. **Board of Supervisors (ID # 12670)**

CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: County Fire Chief (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

Report Out

12:08 PM Chair Smallcombe reported that during closed session information was received.

K. Board Information

None.

L. Adjournment

12:08 PM Chair Smallcombe adjourned the meeting in memory of Joyce Holt Alvernaz, Ann Abbott Matteson, and Clair Monroe Peterson.

Respectfully submitted,

Danielle Bondshu
Deputy Clerk of the Board II

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Feb 22, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

March 1, 2022

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

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

B. Pledge of Allegiance

Chair Smallcombe led the Pledge.

C. Introductions

None.

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

No public comment. Supervisor Menetrey asked that CA.5 be pulled for a separate vote and CA.7 be pulled for discussion. Supervisor Long commented on CA.8 noting that these committees are here to do the right thing for the public. In response to a question from Supervisor Sweeney, Kristie Mitchell/Sheriff's Office Point of Information Officer stated in regards to CA.10 that monies have not been budgeted but it is for in kind services.

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2022-139**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2022-140**

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

CA3. **Sheriff's Office** **RES-2022-141**

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

CA4. **Agricultural Commissioner** **RES-2022-142**

Approve the First Amendment for the Exotic Pest Detection Trapping Agreement No. 20-0157 for FY 2020/2021 and 2021/2022 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Amendment

5. Item considered separately

CA6. **Board of Supervisors**

Approve the Minutes of Tuesday, February 8, 2022

7. Item considered separately

CA8. **Planning** **2022-16**

Re-Appoint Jeanetta Phillips, Ruth Sellers and Kathleen Leavitt to the Historic Sites and Records Preservation Commission for Terms to Expire February 28, 2025

CA9. **Planning** **RES-2022-143**

Approve Road Name Application No. 2019-185; "Sierra Meadows Lane", Applicants: Reza Abrahimzadeh and Susan Zaker

CA10. **Sheriff's Office** **RES-2022-144**

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

E. Items removed from Consent Agenda

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

1. **Tuesday, February 01, 2022**
2. **Building RES-2022-145**

Approve an Increase in Extra-Help Hours from 1,200 Hours to 1,300 Hours for the Extra Help Development Services Technician (DST) Position to Provide Front Counter Assistance Until a Permanent DST is Allocated and Hired

Debbie Willis/Interim Building Director gave the staff report, noting that the extra helps hours are being gone through quickly. The addition of 100 more hours would add roughly three to four more weeks of assistance. Joe Lynch/Assistant County Administrative Officer and Human Resources stated that typically the items from 999 straight to 1300 hours. The previous item was 999 to 1200 which should have been 1300 from the start. No public comment. Discussion ensued.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

F. Departmental Presentation

Eric Sergienko/County Health Officer gave an update on the current state of COVID-19 in Mariposa County beginning with the news that local positive case numbers are declining. CDC has introduced a COVID data tracker which not only monitors case rates but also hospitalization rates which places Counties into three tiers High, Medium and Low. Mariposa County was in the medium level with a 14% hospitalization rate. Under the medium tier, masking is recommended. The Govern will be rescinding emergency orders which gave staffing waivers to schools and hospitals which will lead to a teacher and hospital staffing shortage. Masking guidance was changed from required to strongly recommended for the State of California. This put it back to community action, which makes it an individual's decision by determining their risk factors. Masking requirements for schools will be lifted on March 11th, 2022

Steve Ward/Mariposa County Fire Chief County Fire Equipment gave an update on vehicle replacement stating a call was received that the Type 3 Fire Engine almost completed with a planned final inspection in July. Chief Ward stated the fuel reduction equipment was ordered and should be on project come winter of 2022. Fire season is upon us, and Cal Fire will transition to fully staffed by April 4th. Chief Ward noted there has already been three fires in Greeley Hill within a week. Regarding a question asked by Supervisor Smallcombe, Chief Ward stated that the Fuel reduction Equipment project list will be made available to the public, however, the prioritization will be at the discretion of Cal Fire.

Johnathan Farrington/Tourism Bureau gave an update regarding a

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

meeting with National Park Service to discuss concerns of the gateway communities. NPS has had a lack of involvement with the communities when it comes to policies. They want the park service to consult with communities before they move to a permanent reservation system. The system that was implemented in the summer caused economic impacts. 16,000 weekly passes were given out. International visitors are having issues with the reservation system. Gateway communities' economy depends on the visitors entering the park. The limitation can upset the tourism ecosystem for California.

Jacob Holly/ Mariposa Visitors Center gave an update on upcoming events. The 73rd annual Hornitos Enchilada feed will be held March 5th, 2022, at 2:00 PM. Mr. Holly gave an update on how many visitors have been into the visitor center, noting visitation is rising quickly with roughly 32 people a day. Mr. Holly added to Mr. Farrington's discussion on the Park Service Reservation System, noting many people are asking about the reservation system.

Keri Kisela/Mariposa County Chamber of Commerce stated the Merchant meeting is every 1st Thursday of the month at 8:15 at Happy Burger.

G. Public Comment on Non-Agenda Items

Lori/member of the audience asked the Board if there was any progress with the Sheriff's Office on commercial marijuana grows as she was accosted and threatened by a marijuana grower who has several grows, in the lobby of the Government Center at a previous meeting. Chair Smallcombe stated that the Sheriff would be bringing a presentation to the Board in the near future.

H. Regular Agenda Items

1. **Planning RES-2022-146**

Approve Agreement for Right of Entry and Hold Harmless with the Transition Mountain Properties Ownership Group to Acquire High-Resolution Aerial Imagery in Support of the Merced River Trail; and Authorize the Board of Supervisors Chair to Sign the Agreement

Mikey Goralink/Community Design and Development Planner gave the staff report. No public comment. Discussion ensued.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. **Administration/Human Resources RES-2022-147**

Approve an Amendment to the Department Director Clerk of the Board and Deputy Clerk of the Board I/II Job Descriptions to Allow Consideration of a Broader Combination of Education and Experience

Joe Lynch/Assistant CAO-Human Resources gave the staff report. No

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public comment. Discussion ensued.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

I. Closed Session

1. **Administration/Human Resources (ID # 12687)**

CLOSED SESSION: Public Employee Position to be Filled [Government Code Section 54957(B)(1)]-Building Director

No public comment received.

RESULT: **CLOSED SESSION HELD**

2. **Administration/Human Resources (ID # 12688)**

CLOSED SESSION: Public Employee Position to be Filled [Government Code Section 54957(B)(1)]- Health and Human Services Agency Director

No public comment received.

RESULT: **CLOSED SESSION HELD**

Report Out

2:00 PM Chair Smallcombe reported the information was received and direction was given for both closed session items.

J. 2:00 PM Reconvene

1. **Sheriff's Office (ID # 12652)**

Receive a Presentation from the Sheriff's Office Regarding Their 2021 Annual Report and Statistics

Jeremy Briese/ Sheriff gave a presentation and began with a video. The video was a call for service that took place on December 31st, 2021 - January 1st,2022. This video was shown as a reminder that having staff and back up is important. Public comment was received from an unknown gentleman and Steve Ward/Cal Fire and Mariposa County Fire Chief. Discussion ensued on the value of the work being done. Kudos were given from the Board to the Sheriff's Department.

RESULT: **INFORMATION RECEIVED**

K. Board Information

Information received.

L. Adjournment

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

2:50 PM Chair Smallcombe adjourned the meeting in memory of John Glen Forsythe.

Respectfully submitted,

Danielle Bondshu

Deputy Clerk of the Board II

Rosemarie Smallcombe

Chair, Board of Supervisors

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-139

MEETING: March 1, 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

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- 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: Marshall Long, District III Supervisor
SECONDER: Tom Sweeney, District II Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-140

MEETING: March 1, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue the COVID-19 Public Health Local Emergency

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

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

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

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

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-141

MEETING: March 1, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to COVID-19

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

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

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Agricultural Commissioner · (209) 966-2075

RESOLUTION - ACTION REQUESTED 2022-142

MEETING: March 1, 2022

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Amendment for Pest Detection Agreement 20-0157, Res 2021-254

RECOMMENDATION AND JUSTIFICATION:
Approve the First Amendment for the Exotic Pest Detection Trapping Agreement No. 20-0157 for FY 2020/2021 and 2021/2022 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Amendment.

The current agreement for FY 2020/2021 and FY 2021/2022 agreement was a total of $63,235 the amendment to the Pest Detection Trapping agreement would increase the revenue $3,643 to $66,878.

The exotic pest detection trapping is transitioning to Cal-Trap, a computer application-based trapping program. The increased revenue will cover the purchase of required IPads and Cal-Trap training for staff.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The 2020/2021 and 2021/2022 Exotic Pest Detection Trapping Agreement No. 20-0157 was approved on May 11, 2021, Resolution 2021-254.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving this these amendments, subvention funds will not be received for the Exotic Pest Detection Trapping program to defray the funds expended for training and the purchase of two IPads for FY 2021/2022.

FINANCIAL IMPACT:
The amendment would adjust the FY 2021/2022 subvention amount for the Exotic Pest Detection Trapping Program Agreement increasing revenue $3,643 for a total of $35,590.

ATTACHMENTS:
Pest Detection Part 1 Amendment 02 16 22(PDF)
Pest Detection Revised Exhibit B-1 (003) (PDF)

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

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

SCO ID: 8570-200157-A1

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 25 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
20-0157	1	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

CONTRACTOR NAME
COUNTY OF MARIPOSA

2. The term of this Agreement is:

START DATE
July 1, 2020

THROUGH END DATE
June 30, 2022

3. The maximum amount of this Agreement after this Amendment is:
$66,878.00 Sixty-Six Thousand Eight Hundred Seventy-Eight Dollars and No Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Section three (3) Is here by amended to increase the funding by $3,643.00. The new contract total, formerly $63,235.00, will hereby not exceed $66,878.00.
Please see Exhibit B-1(25 Pages)

This amendment is necessary to continue the Cal Trap services in the County of Mariposa.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
COUNTY OF MARIPOSA

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PO BOX 905	MARIPOSA	CA	95338

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1220 N STREET, ROOM 120	SACRAMENTO	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE
MONICA AGUIRRE	STAFF SERVICES MANAGER I

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	DGS Ltr 28.9

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MARIPOSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2020-21 Pest Detection Trapping Exotic Fruit Fly (FF) Financial Plan

1/22/20

Green = fillable cells to be completed by the County.
Purple = subtotals and totals. These contain formulas -DO NOT MODIFY!
Orange = instructions.

A. PERSONNEL[1]

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Mercy Zelazo	Agricultural Field Assistant	4.00	100.00	400.00
				Subtotal:	400.00

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Mercy Zelazo	Agricultural Field Assistant	$16.89	400.00	$6,756.00
				Subtotal:	$6,756.00

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Mercy Zelazo	Agricultural Field Assistant	9.0000%	$6,756.00	$608.00
				Subtotal:	$608.00
				DETECTION STAFF SUBTOTAL:	$7,364.00

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Ag Commissoner	Ag Commissoner	1.00	12.00	12.00
2	Sr. Agricultural & Standards Inspector	Sr. Agricultural & Standards Inspector	2.00	12.00	24.00
3	Agricultural & Standards Inspector I	Agricultural & Standards Inspector I (trainee)	6.00	7.00	42.00
				Subtotal:	78.00

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Ag Commissoner	Ag Commissoner	$54.59	12.00	$655.00
2	Sr. Agricultural & Standards Inspector	Sr. Agricultural & Standards Inspector	$39.27	24.00	$942.00
3	Agricultural & Standards Inspector I	Agricultural & Standards Inspector I (trainee)	$26.63	42.00	$1,118.00
				Subtotal:	$2,715.00

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Ag Commissoner	Ag Commissoner	33.0000%	$655.00	$216.00
2	Sr. Agricultural & Standards Inspector	Sr. Agricultural & Standards Inspector	28.0000%	$942.00	$264.00
3	Agricultural & Standards Inspector I	Agricultural & Standards Inspector I (trainee)	48.0000%	$1,118.00	$537.00
				Subtotal:	$1,017.00
				NON-DETECTION STAFF SUBTOTAL:	$3,732.00

	SALARIES	BENEFITS	OVERHEAD COST
25.00 % Overhead (Not to exceed 25%)	$9,471.00	$1,625.00	$2,774.00
TOTAL PERSONNEL COST :			$13,870.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COST
1	Office Supplies, water, baby wipes etc	$300.00
	TOTAL SUPPLY COST:	$300.00

C. SUBCONTRACTOR

	TITLE	HOURLY RATE	HOURS	COST
1				$0.00
			TOTAL SUBCONTRACTOR COST:	$0.00

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D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
1.00	6.00	530.00	$0.575	$1,829.00

STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
0.00	0.00	0.00	$0.285	$0.00

NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
0.00	0.00	0.00	0.00	$0.285	$0.00

VEHICLE COST TOTAL: $1,829.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.00

TOTAL SUPPLY COST: $0.00

[1]Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.
[2]Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

Pest Detection FF Trapping Cost: $15,999.00

FY: 2020-2021 Pest Detection Trapping Total Cost: $28,662.00

FF, GM, JB Cost: $28,357.00

CalTrap Cost: $305.00

COMMENTS:

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MARIPOSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2020-21 Pest Detection Trapping Gypsy Moth (GM) Financial Plan

1/22/20

Green = fillable cells to be completed by the County.
Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!
Orange = instructions.

A. PERSONNEL[1]

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Mercy Zelazo	Agricultural Field Assistant	4.80	64.00	307.00
				Subtotal:	307.00

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Mercy Zelazo	Agricultural Field Assistant	$16.89	307.00	$5,185.00
				Subtotal:	$5,185.00

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Mercy Zelazo	Agricultural Field Assistant	9.0000%	$5,185.00	$467.00
				Subtotal:	$467.00
				DETECTION STAFF SUBTOTAL:	$5,652.00

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Ag Commissoner	Ag Commissoner	0.75	9.00	7.00
2	Sr. Agricultural & Standards Inspector	Sr. Agricultural & Standards Inspector	1.50	12.00	18.00
3	Agricultural & Standards Inspector I	Agricultural & Standards Inspector I	3.33	7.00	23.00
				Subtotal:	48.00

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Ag Commissoner	Ag Commissoner	$54.59	7.00	$382.00
2	Sr. Agricultural & Standards Inspector	Sr. Agricultural & Standards Inspector	$39.27	18.00	$707.00
3	Agricultural & Standards Inspector I	Agricultural & Standards Inspector I	$26.63	23.00	$612.00
				Subtotal:	$1,701.00

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Ag Commissoner	Ag Commissoner	33.0000%	$382.00	$126.00
2	Sr. Agricultural & Standards Inspector	Sr. Agricultural & Standards Inspector	28.0000%	$707.00	$198.00
3	Agricultural & Standards Inspector I	Agricultural & Standards Inspector I	48.0000%	$612.00	$294.00
				Subtotal:	$618.00
				NON-DETECTION STAFF SUBTOTAL:	$2,319.00

	SALARIES	BENEFITS	OVERHEAD COST
25.00 % Overhead (Not to exceed 25%)	$6,886.00	$1,085.00	$1,993.00
TOTAL PERSONNEL COST:			$9,964.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COST
1	Office Supplies, water, baby wipes etc	$115.00
	TOTAL SUPPLY COST:	$115.00

C. SUBCONTRACTOR

	TITLE	HOURLY RATE	HOURS	COST
1				$0.00
			TOTAL SUBCONTRACTOR COST:	$0.00

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D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
1.00	3.50	250.00	$0.575	$503.00

STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
0.00	0.00	0.00	$0.285	$0.00

NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
0.00	0.00	0.00	0.00	$0.285	$0.00

VEHICLE COST TOTAL: $503.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.00

TOTAL SUPPLY COST: $0.00

[1]Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

[2]Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

Pest Detection GM Trapping Cost: $10,582.00

COMMENTS:

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MARIPOSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2020-21 Pest Detection Trapping Japanese Beetle (JB) Financial Plan

1/22/20

Green = fillable cells to be completed by the County.
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Orange = instructions.

A. PERSONNEL[1]

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Mercy Zelazo	Agricultural Field Assistant	0.44	64.00	28.00
				Subtotal:	28.00

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Mercy Zelazo	Agricultural Field Assistant	$16.89	28.00	$473.00
				Subtotal:	$473.00

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Mercy Zelazo	Agricultural Field Assistant	9.0000%	$473.00	$43.00
				Subtotal:	$43.00
				DETECTION STAFF SUBTOTAL:	$516.00

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Ag Commissoner	Ag Commissoner	0.25	12.00	3.00
2	Sr. Agricultural & Standards Inspector	Sr. Agricultural & Standards Inspector	0.75	6.00	5.00
3	Agricultural & Standards Inspector I	Agricultural & Standards Inspector I	1.25	6.00	8.00
				Subtotal:	16.00

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Ag Commissoner	Ag Commissoner	$54.59	3.00	$164.00
2	Sr. Agricultural & Standards Inspector	Sr. Agricultural & Standards Inspector	$39.27	5.00	$196.00
3	Agricultural & Standards Inspector I	Agricultural & Standards Inspector I	$26.63	8.00	$213.00
				Subtotal:	$573.00

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Ag Commissoner	Ag Commissoner	33.0000%	$164.00	$54.00
2	Sr. Agricultural & Standards Inspector	Sr. Agricultural & Standards Inspector	28.0000%	$196.00	$55.00
3	Agricultural & Standards Inspector I	Agricultural & Standards Inspector I	48.0000%	$213.00	$102.00
				Subtotal:	$211.00
				NON-DETECTION STAFF SUBTOTAL:	$784.00

	SALARIES	BENEFITS	OVERHEAD COST
25.00 % Overhead (Not to exceed 25%)	$1,046.00	$254.00	$325.00
		TOTAL PERSONNEL COST :	$1,625.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COST
1	Office Supplies, water, baby wipes etc	$50.00
	TOTAL SUPPLY COST:	$50.00

C. SUBCONTRACTOR

	TITLE	HOURLY RATE	HOURS	COST
1				$0.00
			TOTAL SUBCONTRACTOR COST:	$0.00

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D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
1.00	3.50	50.00	$0.575	$101.00

STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
0.00	0.00	0.00	$0.285	$0.00

NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
0.00	0.00	0.00	0.00	$0.285	$0.00

VEHICLE COST TOTAL: $101.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.00

TOTAL SUPPLY COST: $0.00

[1]Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.
[2]Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

Pest Detection JB Trapping Cost: $1,776.00

COMMENTS:

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2020-21 CalTrap Financial Plan

1/22/20

Green = fillable cells to be completed by the County.
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Orange = instructions.

A. CALTRAP

DATA CONVERSION MANUAL ENTRY	NO. OF SITES*	COST PER SITE	COST
	0.00	$1.4000	$0.00

DATA CONVERSION BULK UPLOAD	NO. OF SITES*	COST PER SITE	COST
	0.00	$0.6323	$0.00

IPAD	NO. OF DEVICES	COST PER DEVICE**	COST
	0.00	$0.00	$0.00

IPAD ACCESSORIES	NO. OF DEVICES	COST PER DEVICE**	COST
	0.00	$0.00	$0.00

DATA PLAN	COST PER MONTH	NO. OF USAGE MONTHS	NO. OF DEVICES	COST
	$61.00	5.00	1.00	$305.00

INSURANCE/WARRANTY (OPTIONAL)	COST PER MONTH	NO. OF USAGE MONTHS	NO. OF DEVICES	COST
	$0.00	0.00	0.00	$0.00

CalTrap Cost:	$305.00

* When requesting reimbursement, this is the number of sites successfully uploaded to CalTrap with confirmation from the database administrator.
** This is total cost to include tax and fees. Reimbursement based on actual invoice.

COMMENTS:

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State of California
Department of Food and Agriculture
Plant Health and Pest Prevention Services
Pest Detection/Emergency Projects

County: MARIPOSA

Fiscal Year: 2020-2021

TRAPPING HOURS/YEAR WORKSHEET

Green = fillable cells to be completed by the County.
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TRAPPING SEASON for CORE PROGRAM

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MF												
MP												
CP garden												
CP rural												
CP rural res												
OF												
ML												
GM												
JB												

weekly servicings biweekly servicings monthly servicings

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
MF	35	x	13.00	=	455
MP		x	26.00	=	0
CP garden		x		=	0
CP rural		x	6.00	=	0
CP rural res		x		=	0
OF		x	13.00	=	0
ML		x	10.83	=	0
GM	175	x	6.50	=	1,138
JB	16	x	6.50	=	104
				Total:	1,697

NOTE: serv/year*: Insert figure from Servicings per Year sheet, 66_223A.

FF TOTAL:	455 (A)	÷	1.25 (B)	=	364.00 (C)	x1.1(10%)	400.40 (D)
GM TOTAL:	1,138 (A)	÷	4.08 (B)	=	278.92 (C)	x1.1(10%)	306.81 (D)
JB TOTAL:	104 (A)	÷	4.08 (B)	=	25.49 (C)	x1.1(10%)	28.04 (D)

A = Servicings/year/trap - calculated electronically.
B = Average # of traps serviced per hour - figure entered by person completing work sheet.
C = Hours/year - calculated electronically.
D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

1/22/20
Form 66-223

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2020-21 Pest Detection Trapping Other 1 Financial Plan

1/22/20

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Orange = instructions.

A. PERSONNEL[1]

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Agricultural & Standards Inspector I	Agricultural & Standards Inspector I	5.67	6.00	34.00
				Subtotal:	34.00

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Agricultural & Standards Inspector I	Agricultural & Standards Inspector I	$26.53	34.00	$902.00
				Subtotal:	$902.00

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Agricultural & Standards Inspector I	Agricultural & Standards Inspector I	48.0000%	$902.00	$433.00
				Subtotal:	$433.00
				DETECTION STAFF SUBTOTAL:	$1,335.00

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Ag Commissoner	Ag Commissoner	0.25	6.00	2.00
2	Sr. Agricultural & Standards Inspector	Sr. Agricultural & Standards Inspector	1.25	6.00	8.00
				Subtotal:	10.00

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Ag Commissoner	Ag Commissoner	$54.59	2.00	$109.00
2	Sr. Agricultural & Standards Inspector	Sr. Agricultural & Standards Inspector	$39.27	8.00	$314.00
				Subtotal:	$423.00

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Ag Commissoner	Ag Commissoner	33.0000%	$109.00	$36.00
2	Sr. Agricultural & Standards Inspector	Sr. Agricultural & Standards Inspector	28.0000%	$314.00	$88.00
				Subtotal:	$124.00
				NON-DETECTION STAFF SUBTOTAL:	$547.00

SALARIES	BENEFITS	OVERHEAD COST
$1,325.00	$557.00	$471.00

25.00 % Overhead (Not to exceed 25%)

TOTAL PERSONNEL COST : $2,353.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COST
1	Water, office supplies, baby wipes, etc.	$100.00
	TOTAL SUPPLY COST:	$100.00

C. SUBCONTRACTOR

	TITLE	HOURLY RATE	HOURS	COST
1				$0.00
			TOTAL SUBCONTRACTOR COST:	$0.00

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
1.00	6.00	50.00	$0.575	$173.00

STATE VEHICLES	NO. OF USAGE	MILEAGE PER VEHICLE	COST PER

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

	MONTHS	PER MONTH	MILE^2	COST
0.00	0.00	0.00	$0.285	$0.00

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	NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	0.00	$0.285	$0.00
					VEHICLE COST TOTAL:	$173.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.00
	TOTAL SUPPLY COST:	$0.00

[1]Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.
[2]Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

Pest Detection Other 1 Cost:	$2,626.00
FY: 2020-2021 Pest Detection Total Other Cost:	**$2,626.00**

COMMENTS:

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

State of California
Department of Food and Agriculture
Plant Health and Pest Prevention Services
Pest Detection/Emergency Projects

County: MARIPOSA

Fiscal Year: 2020-2021

TRAPPING HOURS/YEAR WORKSHEET

Green = fillable cells to be completed by the County.
Purple = subtotals and totals. These contain formulas - **DO NOT MODIFY!**

TRAPPING & SURVEY SEASON for ADDITIONAL ACTIVITIES

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
KAPRA BEETLE												

weekly servicings biweekly servicings monthly servicings

Trap Type	# of traps/sites	x	serv/year*	=	serv/year/trap
KAPRA BEETLE	3	x	13.00	=	39
				Total:	39

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A. For visual/sampling, enter # of visits per site.

KB	39	÷	1.25	=	31.20	x1.1(10%)	34.32
	(A)		(B)		(C)		(D)

A = Servicings/year/trap - calculated electronically from cells H41 through H51. Formula may be edited to group traps.
B = Average # of traps serviced per hour - figure entered by person completing work sheet.
C = Hours/year - calculated electronically.
D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

1/22/20
Form 66-223

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2021-22 Pest Detection Trapping Exotic Fruit Fly (FF) Financial Plan

1/22/

Green = fillable cells to be completed by the County.
Purple = subtotals and totals. These contain formulas - **DO NOT MODIFY!**
Orange = instructions.

A. PERSONNEL[1]

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Mercy Zelazo	Agricultural Field Assistant	4.00	100.00	400.0
				Subtotal:	**400.0**

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Mercy Zelazo	Agricultural Field Assistant	$17.40	400.00	$6,960.0
				Subtotal:	**$6,960.0**

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Mercy Zelazo	Agricultural Field Assistant	9.5000%	$6,960.00	$661.0
				Subtotal:	**$661.0**
				DETECTION STAFF SUBTOTAL:	**$7,621.0**

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Ag Commissoner	Ag Commissoner	1.00	12.00	12.0
2	Sr. Agricultural & Standards Inspector	Sr. Agricultural & Standards Inspector	0.50	40.00	20.0
3	Agricultural & Standards Inspector I	Agricultural & Standards Inspector I	0.75	60.00	45.0
				Subtotal:	**77.0**

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Ag Commissoner	Ag Commissoner	$56.87	12.00	$682.0
2	Sr. Agricultural & Standards Inspector	Sr. Agricultural & Standards Inspector	$37.75	20.00	$755.0
3	Agricultural & Standards Inspector I	Agricultural & Standards Inspector I	$27.95	45.00	$1,258.0
				Subtotal:	**$2,695.0**

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Ag Commissoner	Ag Commissoner	33.0000%	$682.00	$225.0
2	Sr. Agricultural & Standards Inspector	Sr. Agricultural & Standards Inspector	28.0000%	$755.00	$211.0
3	Agricultural & Standards Inspector I	Agricultural & Standards Inspector I	48.0000%	$1,258.00	$604.0
				Subtotal:	**$1,040.0**
				NON-DETECTION STAFF SUBTOTAL:	**$3,735.0**

		SALARIES	BENEFITS	OVERHEAD COST
25.00	% Overhead (Not to exceed 25%)	$9,655.00	$1,701.00	$2,839.0
			TOTAL PERSONNEL COST :	**$14,195.0**

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COS
1	Office Supplies, water, baby wipes etc	$300.0
	TOTAL SUPPLY COST:	**$300.0**

C. SUBCONTRACTOR

	TITLE	HOURLY RATE	HOURS	COS
1				$0.0
			TOTAL SUBCONTRACTOR COST:	**$0.0**

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D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
1.00	6.00	530.00	$0.575	$1,829.0

STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
0.00	0.00	0.00	$0.285	$0.0

NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
0.00	0.00	0.00	0.00	$0.285	$0.0

VEHICLE COST TOTAL: $1,829.0

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COS
1		$0.(

TOTAL SUPPLY COST: **$0.(**

[1]Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, e
[2]Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

Pest Detection FF Trapping Cost: **$16,324.0**

FY: 2021-2022 Pest Detection Trapping Total Cost: ~~**$29,193.0**~~ **$32,836.0**

FF, GM, JB Cost: **$28,888.(**

CalTrap Cost: ~~**$305.(**~~ **$3,948.(**

COMMENTS:

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2021-22 Pest Detection Trapping Gypsy Moth (GM) Financial Plan

1/22/20

Green = fillable cells to be completed by the County.
Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!
Orange = instructions.

A. PERSONNEL[1]

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Mercy Zelazo	Agricultural Field Assistant	4.80	64.00	307.00
				Subtotal:	307.00

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Mercy Zelazo	Agricultural Field Assistant	$17.40	307.00	$5,342.00
				Subtotal:	$5,342.00

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Mercy Zelazo	Agricultural Field Assistant	9.5000%	$5,342.00	$507.00
				Subtotal:	$507.00
				DETECTION STAFF SUBTOTAL:	$5,849.00

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Ag Commissoner	Ag Commissoner	0.75	9.00	7.00
2	Sr. Agricultural & Standards Inspector	Sr. Agricultural & Standards Inspector	0.75	12.00	9.00
3	Agricultural & Standards Inspector I	Agricultural & Standards Inspector I	0.75	42.00	32.00
				Subtotal:	48.00

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Ag Commissoner	Ag Commissoner	$56.87	7.00	$398.00
2	Sr. Agricultural & Standards Inspector	Sr. Agricultural & Standards Inspector	$37.75	9.00	$340.00
3	Agricultural & Standards Inspector I	Agricultural & Standards Inspector I	$27.95	32.00	$894.00
				Subtotal:	$1,632.00

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Ag Commissoner	Ag Commissoner	33.0000%	$398.00	$131.00
2	Sr. Agricultural & Standards Inspector	Sr. Agricultural & Standards Inspector	28.0000%	$340.00	$95.00
3	Agricultural & Standards Inspector I	Agricultural & Standards Inspector I	48.0000%	$894.00	$429.00
				Subtotal:	$655.00
				NON-DETECTION STAFF SUBTOTAL:	$2,287.00

	SALARIES	BENEFITS	OVERHEAD COST
25.00 % Overhead (Not to exceed 25%)	$6,974.00	$1,162.00	$2,034.00
		TOTAL PERSONNEL COST :	$10,170.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COST
1	Office Supplies, water, baby wipes etc	$115.00
	TOTAL SUPPLY COST:	$115.00

C. SUBCONTRACTOR

		TITLE	HOURLY RATE	HOURS	COST
1					$0.00
				TOTAL SUBCONTRACTOR COST:	$0.00

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
1.00	3.50	250.00	$0.575	$503.00

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

	STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	$0.285	$0.00

	NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	0.00	$0.285	$0.00

VEHICLE COST TOTAL: $503.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.00

TOTAL SUPPLY COST: $0.00

[1]Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

[2]Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

Pest Detection GM Trapping Cost: $10,788.00

COMMENTS:

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2021-22 Pest Detection Trapping Japanese Beetle (JB) Financial Plan

1/22/20

Green = fillable cells to be completed by the County.
Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!
Orange = instructions.

A. PERSONNEL[1]

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Mercy Zelazo	Agricultural Field Assistant	0.44	64.00	28.00
				Subtotal:	28.00

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Mercy Zelazo	Agricultural Field Assistant	$17.40	28.00	$487.00
				Subtotal:	$487.00

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Mercy Zelazo	Agricultural Field Assistant	9.5000%	$487.00	$46.00
				Subtotal:	$46.00
				DETECTION STAFF SUBTOTAL:	$533.00

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Ag Commissoner	Ag Commissoner	0.25	12.00	3.00
2	Sr. Agricultural & Standards Inspector	Sr. Agricultural & Standards Inspector	0.50	12.00	6.00
3	Agricultural & Standards Inspector I	Agricultural & Standards Inspector I	1.25	5.00	6.00
				Subtotal:	15.00

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Ag Commissoner	Ag Commissoner	$56.87	3.00	$171.00
2	Sr. Agricultural & Standards Inspector	Sr. Agricultural & Standards Inspector	$37.75	6.00	$227.00
3	Agricultural & Standards Inspector I	Agricultural & Standards Inspector I	$27.95	6.00	$168.00
				Subtotal:	$566.00

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Ag Commissoner	Ag Commissoner	33.0000%	$171.00	$56.00
2	Sr. Agricultural & Standards Inspector	Sr. Agricultural & Standards Inspector	28.0000%	$227.00	$64.00
3	Agricultural & Standards Inspector I	Agricultural & Standards Inspector I	48.0000%	$168.00	$81.00
				Subtotal:	$201.00
				NON-DETECTION STAFF SUBTOTAL:	$767.00

SALARIES	BENEFITS	OVERHEAD COST
$1,053.00	$247.00	$325.00

25.00 % Overhead (Not to exceed 25%)

TOTAL PERSONNEL COST: $1,625.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COST
1	Office Supplies, water, baby wipes etc	$50.00
	TOTAL SUPPLY COST:	$50.00

C. SUBCONTRACTOR

		TITLE	HOURLY RATE	HOURS	COST
1					$0.00
				TOTAL SUBCONTRACTOR COST:	$0.00

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
1.00	3.50	50.00	$0.575	$101.00

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	STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	$0.285	$0.00

	NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
	0.00	0.00	0.00	0.00	$0.285	$0.00

VEHICLE COST TOTAL: $101.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.00

TOTAL SUPPLY COST: **$0.00**

[1]Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.
[2]Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

Pest Detection JB Trapping Cost: $1,776.00

COMMENTS:

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA **COUNTY DEPARTMENT OF AGRICULTURE**

FY 2021-22 CalTrap Financial Plan

1/22/20

Green = fillable cells to be completed by the County.
Purple = subtotals and totals. These contain formulas -**DO NOT MODIFY!**
Orange = instructions.

A. CALTRAP

DATA CONVERSION MANUAL ENTRY	NO. OF SITES*	COST PER SITE	COST
	0.00	$1.4000	$0.00

DATA CONVERSION BULK UPLOAD	NO. OF SITES*	COST PER SITE	COST
	0.00	$0.6323	$0.00

IPAD	NO. OF DEVICES	COST PER DEVICE**	COST
	~~0.00~~ **2.00**	~~$0.00~~ **$479.00**	~~$0.00~~ **$958.00**

IPAD ACCESSORIES	NO. OF DEVICES	COST PER DEVICE**	COST
	~~0.00~~ **2.00**	~~$0.00~~ **$30.00**	~~$0.00~~ **$60.00**

DATA PLAN	COST PER MONTH	NO. OF USAGE MONTHS	NO. OF DEVICES		COST
	$61.00	5.00	1.00		$305.00

INSURANCE/WARRANTY (OPTIONAL)	COST PER MONTH	NO. OF USAGE MONTHS	NO. OF DEVICES		COST
	$0.00	0.00	0.00		$0.00

FY20/22 Total Personnel Services Cost: **$2,625.00**

CalTrap Cost: ~~**$305.00**~~ **$3,948.0**

* When requesting reimbursement, this is the number of sites successfully uploaded to CalTrap with confirmation from the database administrator.
** This is total cost to include tax and fees. Reimbursement based on actual invoice.

COMMENTS:

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

State of California
Department of Food and Agriculture
Plant Health and Pest Prevention Services
Pest Detection/Emergency Projects

County: MARIPOSA

Fiscal Year: 2021-2022

TRAPPING HOURS/YEAR WORKSHEET

Green = fillable cells to be completed by the County.
Purple = subtotals and totals. These contain formulas - **DO NOT MODIFY!**

TRAPPING SEASON for CORE PROGRAM

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MF												
MP												
CP garden												
CP rural												
CP rural res.												
OF												
ML												
GM												
JB												

weekly servicings biweekly servicings monthly servicings

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
MF	35	x	13.00	=	455
MP		x	26.00	=	0
CP garden		x		=	0
CP rural		x	6.00	=	0
CP rural res.		x		=	0
OF		x	13.00	=	0
ML		x	10.83	=	0
GM	175	x	6.50	=	1,138
JB	16	x	6.50	=	104
				Total:	1,697

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A.

FF TOTAL:	455 (A)	÷	1.25 (B)	=	364.00 (C)	x1.1(10%)	400.40 (D)
GM TOTAL:	1,138 (A)	÷	4.08 (B)	=	278.92 (C)	x1.1(10%)	306.81 (D)
JB TOTAL:	104 (A)	÷	4.08 (B)	=	25.49 (C)	x1.1(10%)	28.04 (D)

A = Servicings/year/trap - calculated electronically.
B = Average # of traps serviced per hour - figure entered by person completing work sheet.
C = Hours/year - calculated electronically.
D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

1/22/20
Form 66-223

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY DEPARTMENT OF AGRICULTURE

FY 2021-22 Pest Detection Trapping Other 1 Financial Plan

1/22/20

Green = fillable cells to be completed by the County.
Purple = subtotals and totals. These contain formulas -DO NOT MODIFY!
Orange = instructions.

A. PERSONNEL[1]

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Agricultural & Standards Inspector I	Agricultural & Standards Inspector I	5.67	6.00	34.00
				Subtotal:	34.00

2. SALARIES - Detection Trappers

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Agricultural & Standards Inspector I	Agricultural & Standards Inspector I	$27.95	34.00	$950.00
				Subtotal:	$950.00

3. BENEFITS - Detection Trappers

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Agricultural & Standards Inspector I	Agricultural & Standards Inspector I	48.0000%	$950.00	$456.00
				Subtotal:	$456.00

DETECTION STAFF SUBTOTAL: $1,406.00

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1	Ag Commissoner	Ag Commissoner	0.25	6.00	2.00
2	Sr. Agricultural & Standards Inspector	Sr. Agricultural & Standards Inspector	1.25	6.00	8.00
3			0.00	0.00	0.00
				Subtotal:	10.00

5. SALARIES - Non-Detection Staff

			HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Ag Commissoner	Ag Commissoner	$56.87	2.00	$114.00
2	Sr. Agricultural & Standards Inspector	Sr. Agricultural & Standards Inspector	$37.75	8.00	$302.00
3			$0.00	0.00	$0.00
				Subtotal:	$416.00

6. BENEFITS - Non-Detection Staff

			BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Ag Commissoner	Ag Commissoner	33.0000%	$114.00	$38.00
2	Sr. Agricultural & Standards Inspector	Sr. Agricultural & Standards Inspector	28.0000%	$302.00	$85.00
3			0.0000%	$0.00	$0.00
				Subtotal:	$123.00

NON-DETECTION STAFF SUBTOTAL: $539.00

	SALARIES	BENEFITS	OVERHEAD COST
25.00 % Overhead (Not to exceed 25%)	$1,366.00	$579.00	$486.00

TOTAL PERSONNEL COST : $2,431.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COST
1	Water, office supplies, baby wipes, etc.	$150.00

TOTAL SUPPLY COST: $150.00

C. SUBCONTRACTOR

	TITLE	HOURLY RATE	HOURS	COST
1				$0.00

TOTAL SUBCONTRACTOR COST: $0.00

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
1.00	6.00	50.00	$0.575	$173.00

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
0.00	0.00	0.00	$0.285	$0.00

NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE[2]	COST
0.00	0.00	0.00	0.00	$0.285	$0.00

VEHICLE COST TOTAL: $173.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.00

TOTAL SUPPLY COST: $0.00

[1]Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc
[2]Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

Pest Detection Other 1 Cost: $2,754.00

FY: 2020-2021 Pest Detection Total Other Cost: $2,754.00

COMMENTS:

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

State of California
Department of Food and Agriculture
Plant Health and Pest Prevention Services
Pest Detection/Emergency Projects

County: MARIPOSA

Fiscal Year: 2021-2022

TRAPPING HOURS/YEAR WORKSHEET

Green = fillable cells to be completed by the County.
Purple = subtotals and totals. These contain formulas - **DO NOT MODIFY!**

TRAPPING & SURVEY SEASON for ADDITIONAL ACTIVITIES

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
KAPRA BEETLE												

weekly servicings biweekly servicings monthly servicings

Trap Type	# of traps/sites	x	serv/year*	=	serv/year/trap
KAPRA BEETLE	3	x	13.00	=	39
				Total:	39

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A. For visual/sampling, enter # of visits per site.

KB	39	÷	1.25	=	31.20	x1.1(10%)	34.32
	(A)		(B)		(C)		(D)

A = Servicings/year/trap - calculated electronically from cells H41 through H51. Formula may be edited to group traps.
B = Average # of traps serviced per hour - figure entered by person completing work sheet.
C = Hours/year - calculated electronically.
D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

1/22/20
Form 66-223

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

County CalTrap Additional Costs Financial Plan
FY 2021/2022
July 1, 2021 - June 30, 2022

County: Mariposa

FY 2021-2022 CalTrap Additional Financial Plan				
Personnel Services*				
				Billable Hours
TRAINING				
Personnel Training Hours				**40**
Data Conversion Hours				
Personnel Data Conversion Hours *(if not billing for manual or bulk entry)*				**4**
			Total Personnel Hours:	**44**
			Subtotal Personnel Cost:	**$2,099.80**
			Overhead: 25%	**$524.95**
			FY20/22 Total Personnel Services Cost:	**$2,625.00**
Data Conversion Costs *(if not by Billing Personnel Hours)*				
		NO. OF SITES**	**COST PER SITE**	**COST**
Data Conversion Manual Entry		0	$1.40000	**$0.00**
Data Conversion Bulk Upload		0	$0.6323	**$0.00**
			Total Data Conversion Cost:	**$0.00**
Operating Expenses				
		NO. OF ITEMS	**COST PER ITEM*****	**COST**
Additional iPad(s)		2	$479.00	**$958.00**
Additional iPad Accessories		2	$30.00	**$60.00**
	COST PER MONTH	**NO. OF USAGE MONTHS**	**NO. OF DEVICES**	**COST**
Data Plan	$0.00	0	2	**$0.00**
Insurance/Warranty (Optional)	$0.00	0	2	**$0.00**
			Total Operating Expense Cost:	**$1,018.00**

FY 2021/22 Total CalTrap Additional Cost:	**$3,643.00**

Total cost is rounded to the nearest dollar

** When requesting reimbursement, this is the number of sites successfully uploaded to CalTrap with confirmation from the database administrator.

*** This is the total cost to include tax and fees. Reimbursement based on actual invoice.

*COMMENT: Staff time spent receiving training, providing training, attending meetings, conference calls related to CalTrap training. Time allocated for data entry and data conversion if not billed by site or bulk upload.

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

County CalTrap Additional Costs Financial Plan
FY 2021/2022
July 1, 2021 - June 30, 2022

County: Mariposa

Personnel Training and Personnel Data Conversion Costs					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Positions Training *					
Agricultural Commissioner	$56.87	$18.77	$75.64	16.00	$1,210.24
Agricultural Inspector I	$27.95	$13.42	$41.37	12.00	$496.44
Agricultural Field Assistant	$17.40	$1.57	$18.97	12.00	$227.64
			Training Total:	**40**	**$1,934.32**
Positions Converting Data to CalTrap **					
Agricultural Inspector I	$27.95	$13.42	$41.37	4.00	$165.48
			Data Conversion Total:	**4**	**$165.48**
				Total Personnel Cost:	**$2,099.80**

* Staff time spent receiving training, providing training, attending meetings, conference calls ALL related to CalTrap training.

**Time allocated for data entry and data conversion if not billed by site or bulk upload.

COMMENTS: Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

February 8, 2022

A. 9:01 AM Called to Order and Roll Call

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:01 AM
Tom Sweeney	District II Supervisor	Present	9:01 AM
Marshall Long	District III Supervisor	Present	9:01 AM
Wayne Forsythe	District IV Supervisor	Present	9:01 AM
Miles Menetrey	District V Supervisor	Present	9:01 AM

B. Pledge of Allegiance

Chair Smallcombe led the Pledge.

C. Introductions

Pete Judy/Chief Probation Officer introduced Kareli Gomez, the newest Deputy Probation Officer.

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

No public comment. Regarding CA4, Supervisors Long, Sweeney and Menetrey referenced the two new positions that were approved two weeks ago and inquired if this is meant to be only a stop gap measure or whether it will be ongoing, and whether there is any effort to get the Graviton people onsite. Dallin Kimble/County Administrative Officer (CAO) called on Leigh Westerlund who has been acting as the Project Manager. Ms. Westerlund noted that this is just for post-implementation support. Discussion ensued regarding the date on the routing sheet. The Clerk of the Board clarified that the routing sheet is used by her office only for internal purposes. Board discussion ensued regarding the current status and functionality of the system. Supervisor Long inquired if the contract will be needed in perpetuity? Ms. Westerlund noted that she cannot say for certain because she doesn't know who will be hired and what skills they will have. Supervisor Menetrey and Ms. Westerlund discussed the process to log issues and whether there is daily communication with Graviton. In response to Supervisor Forsythe's inquiry regarding percentage of completion, Ms.

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Westerlund advised that the implementation is, perhaps, 80% completed, with 20% being the remaining receivables that have not yet been touched at all. Ms. Westerlund advised that they are struggling most in the Performance module, and she discussed some of the issues there. Supervisor Smallcombe requested that a separate item return to allow the Board to have a targeted conversation on the subject. Supervisor Smallcombe also discussed the need to have defined procedures, and she inquired as to who is developing those. Ms. Westerlund noted that she would love to bring an item back and to specifically talk about the business processes outside of the system and a general update.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2022-94**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2022-95**

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

CA3. **Sheriff's Office** **RES-2022-96**

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

CA4. **Administration** **RES-2022-97**

Approve Amendment to Managed Services Agreement with Graviton Consulting Services for Additional Managed Services Support for the Oracle Enterprise Resource Planning (ERP), Increasing the Amount by $36,000, to a New Amount Not to Exceed $85,500; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Recognizing Higher Than Anticipated Transient Occupancy Taxes in the General Fund and Reducing General Funds to Cover the ERP Software Implementation Agreement ($36,000) 4/5ths Vote Required

CA5. **Health and Human Services** **RES-2022-98**

Approve an Increase in Extra-Help Hours from 999 Hours to 1,300 Hours for a Staff Services Analyst I Extra-Help Position in the Health & Human Services Agency Behavioral Health Branch

CA6. **Health and Human Services** **RES-2022-99**

Approve Membership Certification for the Mariposa County Local Child Care Planning Council; and Authorize the Board of Supervisors Chair to Sign the Certification

CA7. **HHS/Behavioral Health & Recovery Services** **RES-2022-100**

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Approve Agreement with Sierra Health Foundation to Function as Sub-Contractor for Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth Project; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **HHS/Behavioral Health & Recovery Services RES-2022-101**

Approve Acceptance of Behavioral Health County and Tribal Planning Grant Funding from the California Department of Health Care Services in the Amount Not to Exceed $150,000; and Authorize the Acting Director of Health and Human Services Agency (HHSA) to Implement the Associated Activities

CA9. **HHS/Community Services 2022-7**

Re-Appoint Eva Adams and Mary Wilson to the In-Home Supportive Services Advisory Committee for Four-Year Terms Expiring February 8, 2026

CA10. **HHS/Community Services 2022-8**

Appoint Donald Fox to an At-Large Position with a Term Expiring February 8, 2026; and Appoint Dayla Reagan-Buell to District 1 Position for the Remainder of an Unexpired Term Ending January 2, 2023 to the Mariposa County Commission on Aging

CA11. **HHS/Social Services RES-2022-102**

Approve Certification, Instructions and Funding Conditions to Accept $387,049.00 for the CalWORKs Housing Support Program (HSP) through the California Department of Social Services; and Authorize the Acting Health and Human Services Agency Director to Sign the Certification Document 4/5ths Vote Required

E. Departmental Presentation

Eric Sergienko/Health Officer discussed the decreasing COVID-19 case rates being seen in the county and region. He advised that they are also seeing a reduction in health care demand, and that even transferring patients has become easier. Dr. Sergienko also noted that the Governor announced yesterday that the masking order that was modified on 15th of December and extended on the 15th of January will be allowed to lapse on the 15th of February and that they will revert to the previous order which does not require any masking in public places for those who are vaccinated. He also discussed the Board's direction relative to masking in County buildings until the County reaches what would have been the moderate rate; and he encouraged everyone to wear a mask and get vaccinated or boosted. Supervisor Menetrey and Dr. Sergienko discussed the effects of natural immunity. Supervisor Forsythe and Dr. Sergienko discussed the statistics derived from regular testing.

René LaRoche/Clerk of the Board referenced Board direction in August of 2021 requiring development of a committee policy and advised that the policy has now been developed and is scheduled to come before the Board next week. She also announced that she has accepted another position in Sacramento as the CALAFCO Executive Director and that she will be leaving the County after this month. She thanked the Board and public for their support, and she requested that there be no formal farewell.

Dallin Kimble/County Administrative Officer extended thanks to René for her

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dedication to the County.

Eric Sergienko noted that René has been awesome to work with and has been a fantastic resource who will be missed.

Pete Judy noted that the County will miss René. He noted that he always tells his officers that you want a high level of performance and trust, and that the County got that with René.

Jeremy Briese extended thanks to the Clerk of the Board and discussed all of the help that she gave him when he became the Undersheriff because it was a huge learning curve.

Steve Ward expressed his appreciation and thanks to the Clerk of the Board for all of the support she has given him as he has worked to figure out how to do everything.

Joe Lynch noted that he started with the County five years ago, and that the Clerk of the Board has been fantastic at keeping everyone in line.

Shannon Hansen discussed the assistance that René has provided to her and Public Works over the course of the last six months, and extended thanks for everything that she did.

Jacob Hawley/Visitor Center Manager extended congratulations to the Clerk of the Board. He then reported on the Visitor Center's numbers, noting that they are getting close to pre-pandemic levels.

F. Public Comment on Non-Agenda Items

Lorraine Freeman discussed items considered during the last Code Compliance Advisory Committee (CCAC) meeting and advised of her support or concerns regarding various issues that the CCAC considered.

G. Regular Agenda Items

1. **Administration/Human Resources RES-2022-103**

Appoint Shannon Hansen as the County's Public Works Director, Effective February 8, 2022, at an Annual Salary of $153,622.05 Per Year

Joe Lynch/Assistant County Administrative Officer, Human Resources - Acting Health and Human Services Agency (HHSA) Director gave the staff report, noting a correction to the position title. During public comment, Dallin Kimble, Steve Ward/CALFIRE - Mariposa County Fire Chief, Jeremy Briese/Sheriff - Coroner - Public Administrator, and Pete Judy spoke in support of the appointment. Supervisors Long, Forsythe, and Smallcombe spoke in support of the appointment.

CORRECTION:
Change the position title from Public Works Director to Director of Public Works and Transportation.

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

2. **Public Works RES-2022-114**

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Accept the Emergency Repair Work on White Rock Road as Complete; and Terminate the Emergency Action Pursuant to Public Contract Code Section 22050 (C) (3) 4/5ths Vote Required

RESULT: WITHDRAWN AND RESCHEDULED Next: 2/15/2022 9:00 AM

3. **Health and Human Services (ID # 12451)**

Receive a Presentation Regarding the Status, Implementation, and Roll-Out of System of Care (SOC) Within the Health and Human Services Agency and Between Our Local Community Partners

Joe Lynch/Acting HHSA Director introduced Eric Sergienko to give the report.

10:16 AM Chair Smallcombe recessed the meeting for a brief break to allow set up of the presentation and reconvened at 10:23 AM

Dr. Sergienko provided a PowerPoint presentation regarding the System of Care. No public comment. Board discussion ensued.

RESULT: PRESENTATION MADE

H. Items removed from Consent Agenda

None.

I. Closed Session

1. **County Counsel (ID # 12594)**

CLOSED SESSION: Conference with Legal Counsel: Anticipated Litigation; Significant Exposure to Litigation Pursuant to Subdivision (B) of Government Code Section 54956.9. Number of Cases to be Discussed: 1

No public input.

RESULT: CLOSED SESSION HELD

2. **Administration/Human Resources (ID # 12634)**

CLOSED SESSION: Public Employment, Title or Position to be Filled: (Government Code Section 54957 (B) (1)); Clerk of the Board

No public input.

RESULT: CLOSED SESSION HELD

3. **Administration/Human Resources (ID # 12589)**

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

No public input.

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

RESULT: CLOSED SESSION HELD

Recess

10:49 AM Chair Smallcombe moved the meeting into Closed Session.

J. Board Information

The Board opted to skip this section.

Reconvene and Report Out

4:17 PM Chair Smallcombe reported that in regard to the first Closed Session regarding anticipated litigation, the Board took unanimous action to reject Claim 22-1. She also noted that Information was Received, and Direction was Given during the other two Closed Sessions.

K. Adjournment

4:19 PM Chair Smallcombe adjourned the meeting in memory of Marilyn Theresa Johnson, Thomas Anthony Lyden, and Don Haag.

Respectfully submitted,

René LaRoche
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: March 1, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: PAC Re-Appointments (Historic Sites & Records Preservation Commission)

RECOMMENDATION AND JUSTIFICATION:
Re-Appoint Jeanetta Phillips, Ruth Sellers and Kathleen Leavitt to the Historic Sites and Records Preservation Commission for Terms to Expire February 28, 2025.

All have expressed interest in continuing to serve on this Commission.

There is currently 1 vacancy; the notice was recently updated.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Phillips was originally appointed May 8, 2007
Sellers was originally appointed February 8, 2018
Leavitt was originally appointed March 15, 2005

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
This Commission meets monthly. Without membership appointments being made, the commission may not have adequate representation and it can be more difficult to get a quorum.

ATTACHMENTS:
Vacancy Notice (PDF)

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

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Mariposa County

SARAH WILLIAMS
Planning Director

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

NOTICE OF VACANCY ON THE HISTORIC SITES AND RECORDS PRESERVATION COMMISSION

One At Large vacancy currently exists on the Historic Sites and Records Preservation Commission.

The purpose of this Commission is to perform duties and responsibilities as set forth in Section 2.90.060 of the Mariposa County Code, including but not limited to:

- Maintaining a system for survey and inventory of historic properties.
- Overseeing the compiling, recording, and updating of information on cultural and historic resources within the county.
- Maintaining the official "Mariposa County List of Buildings or Structures, Sites and other Historical Resources with Special Historical or Architectural Significance".
- Publication of procedural rules for registering historic properties which are identified in the county historic and cultural resources survey program in the National Register of Historic Places in accordance with the requirements of the National Historic Preservation Act, section 101(c)(2).
- Reviewing all discretionary private development projects which may impact an historic or archaeological site in the county upon referral from the board of supervisors, planning commission, or a county department head.
- Reviewing all public projects undertaken by the county or other government agency which may impact an historic or archaeological site upon referral from the board of supervisors or a county department head.
- Reviewing county policies and ordinances which regulate or affect historic or archaeological sites and may make recommendations to the board on historic site preservation policies and ordinances.
- Review new names proposed for roads in the county-maintained system for historical significance and may make recommendations to the board of supervisors on the proposed road name.
- Evaluation of county records for measures to preserve such historical records.
- Recommendations to the board of supervisors measures designed to preserve and/or restore the integrity of historic buildings, structures, sites, and other historical resources.

Refer to Ordnance 1157 for complete description of duties and responsibilities.

The Commission is an advisory group to the Mariposa County Board of Supervisors. Appointment terms are for three years and expire the last day of February. Members shall have a demonstrated interest and/or knowledge of Mariposa County History and/or historic preservation.

Persons interested in serving on the Committee should complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office or can be found on-line at: http://www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId= . Completed applications need to be sent to the Rene LaRoche, Clerk of the Board, by mail at P. O. Box 784, Mariposa, CA 95338, or email: rlaroche@mariposacounty.org

Posting Locations for this notice:
Mariposa History Center
Northern Mariposa County History Center
Mariposa County Library
Mariposa County Planning
Mariposa County Clerk
Mariposa County Courthouse
www.mariposacounty.org/planning

Re-Notice Date:1/27/22

Deadline for Submission: Until filled

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2022-143

MEETING: March 1, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Road Name Application No. 2021-185; Abrahimzadeh

RECOMMENDATION ACTION AND JUSTIFICATION:
Approve Road Name Application No. 2021-185; "Sierra Meadows Lane", Applicants: Reza Abrahimzadeh and Susan Zaker.

Naming of the road is a Planning Commission condition of approval for the property owner's Land Division Application No. 2019-125, which is a 3-parcel land division that was approved on June 12, 2020. The road name is consistent with the road naming requirements of County Resolution No. 92-541.

There were six (6) parcel owners notified regarding the road name request that may be affected by the naming of the access easement road (other than the applicant's parcel). Two (2) responded to the request. In instances where non-response occurs, such as in this case, County Resolution No. 92-541 requires evidence that sufficient notification was provided (certified return mail receipts). The applicant provided the required receipts.

Public Works determined that the proposed "Sierra Meadows Lane" is not a duplication of an existing road.

If the road name application is approved, the approval is to be effective as of the date of parcel map recordation.

BACKGROUND AND HISTORY OF BOARD ACTIONS"
The Board adopted Resolution No. 92-541 in 1992 establishing criteria for naming non-County roads. In accordance with this resolution, road names are to be developed around some historical, botanical, zoological or geological significance as they directly relate to Mariposa County. Road names can't be a duplicate of or similar to other named roads. All property owners served by the road must be notified. When roads serve multiple property owners, the Board of Supervisors is the approval authority for a road name application. If it is shown that a majority of the property owners served by a road cannot reach an agreement on a proposed name, then the property owner served by the road may request that the Board of Supervisors name the road.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Alternatives:
Approve a different road name, which is consistent with Resolution No. 92-541.

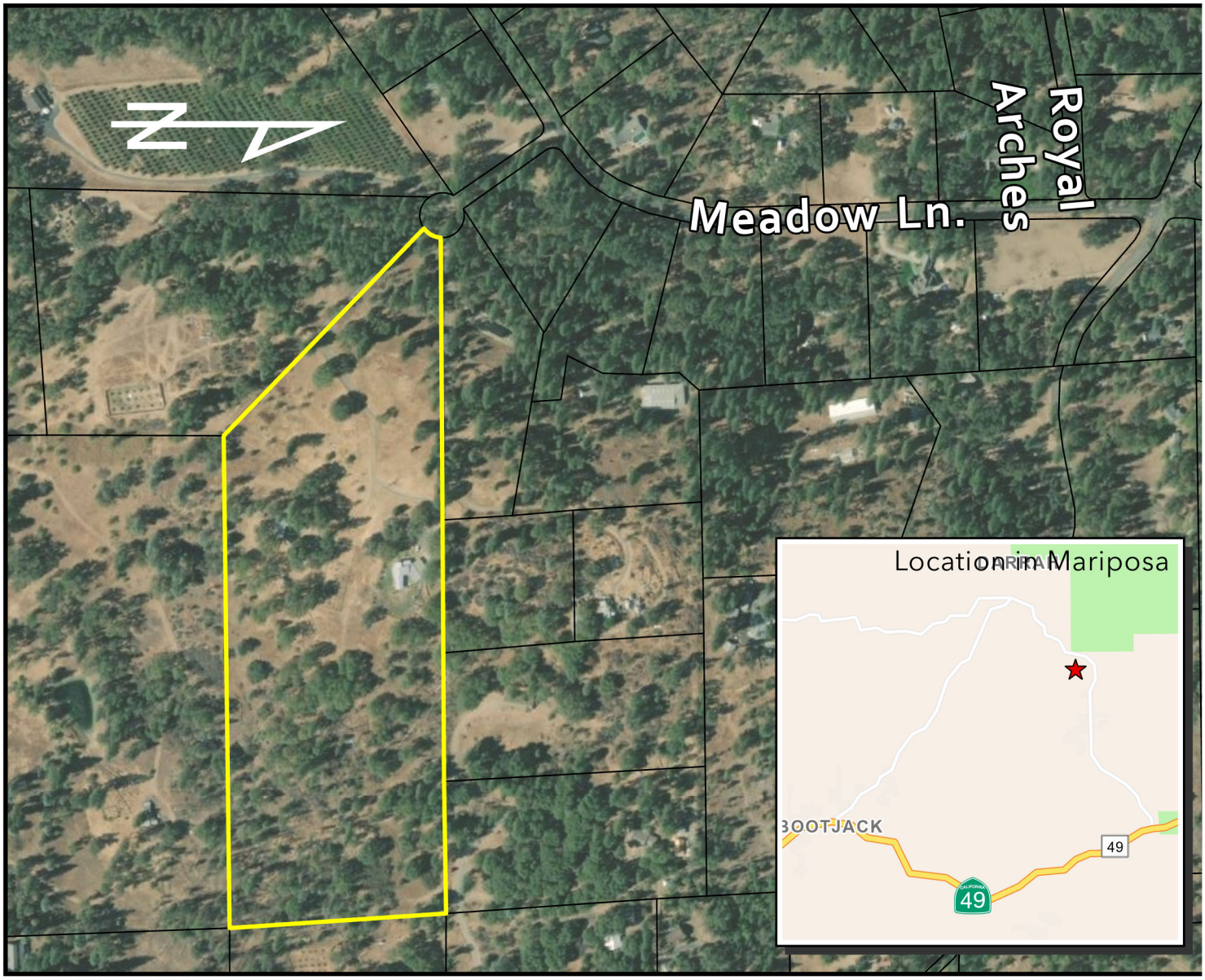
Consequences of Negative Action:
A road name is a Planning Commission condition of approval of Land Division Application No. 2019-125. If the Board does not approve the application and the road remains unnamed, then the recording of the parcel map would be delayed.

ATTACHMENTS:
Vicinity Map (PDF)
Approved Tentative Parcel Map(PDF)
Road Name Application Submittal Documents (PDF)
Parcel Notification Exhibit (PDF)
Mariposa County Resolution No 92-541 (PDF)
Presentation (PDF)

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

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Mariposa County Planning Department
Project Vicinity Map



0 200 400 Feet

1:4,876

Site
Assessor's Parcels

PROJECT TYPE: Other 2021-185

APPLICANT: REZA ABRAHIMZADEH & SUSAN ZAKER

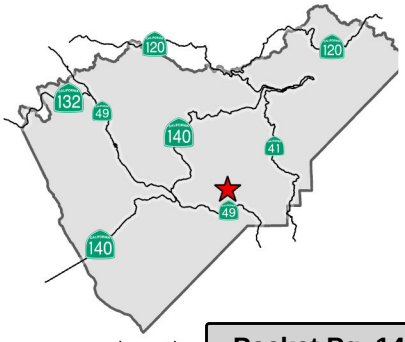
APN's: 015-090-0060

SITE ADDRESS: 5565 MEADOW LANE, MARIPOSA

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet
Date: Tuesday, November 02, 2021
Data Source: Mariposa County Planning Department GIS;
Assessor's Parcel Map Update: 02/2020

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



Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.

REVISED TENTATIVE PARCEL MAP

For

REZA ABRAHIMZADEH & SUSAN ZAKER
5565 MEADOW LANE
MARIPOSA, CA 95338
(209) 742-5367

BEING A DIVISION OF LOT 6 OF LUSHMEADOWS FAR SUBDIVISION SITUATED IN A PORTION OF THE NW 1 OF SECTION 17 AND A PORTION OF THE NE 1/4 OF SECTION 18, T.5S., R.20E., M.D.M.

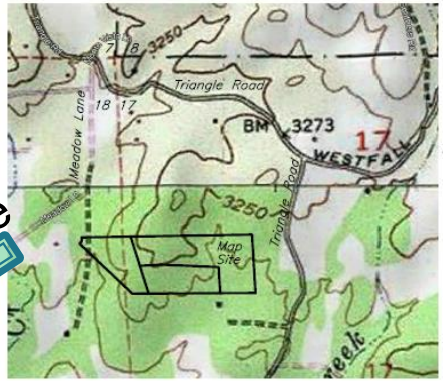
MARIPOSA COUNTY — CALIFORNIA
JANUARY 2020 — SCALE: 1" = 100'

TOTAL SUBDIVIDED AREA: 21.04 +/- Ac.

PARCEL A: 5.08 Ac. +/-
PARCEL B: 10.95 Ac. +/-
PARCEL C: 5.01 Ac. +/-

PREPARED BY: _____
Richard A. Seaman, L.S. 5339

VICINITY MAP
T.5S., R.20E., M.D.M.



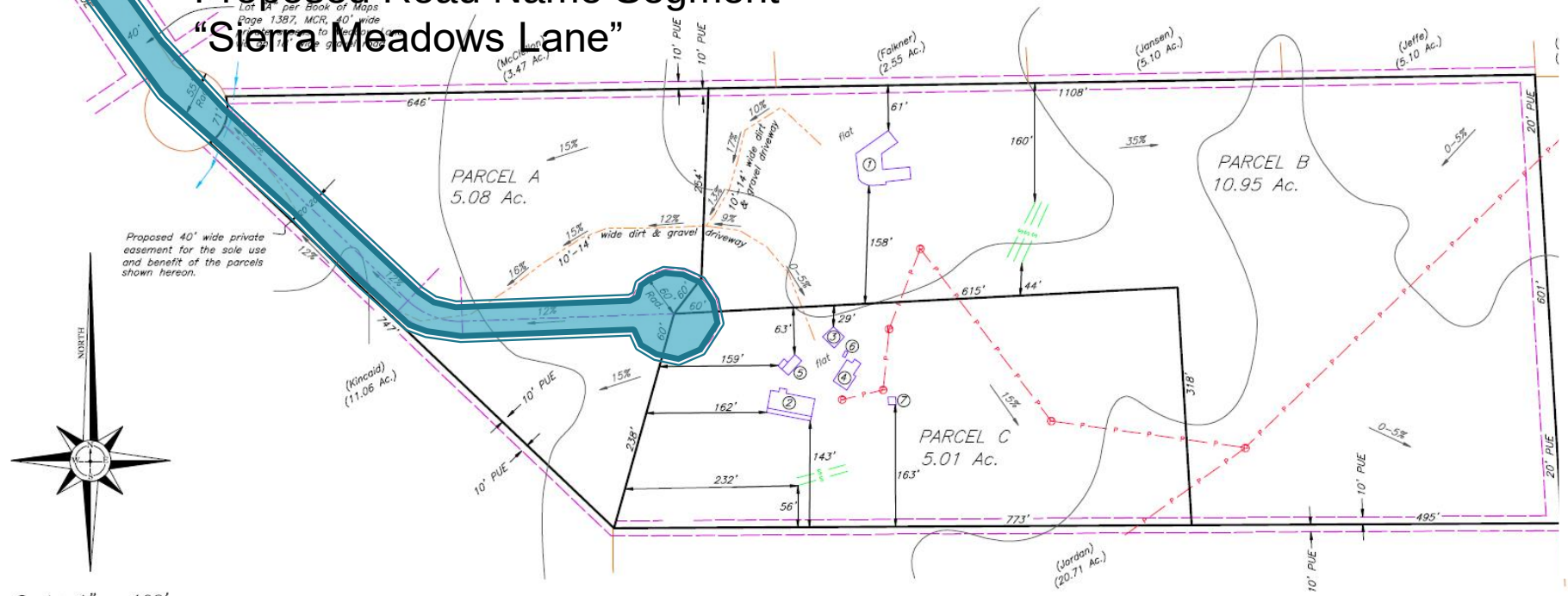
NOTES:

1. Contours are for pictorial purposes only.
2. Contours determined by U.S.G.S. Quad maps and field reconnaissance.
3. Average elevation of parcels: 3150' above sea level.
4. Arrowed lines indicate direction and approximate percent of slope.
5. Domestic water supply: Individual wells.
6. Sewage Disposal: Individual septic systems.
7. No grading is proposed for building sites at this time.
8. —p— Approximate location of powerlines.
9. Distances, acreages, contours and the location of improvements shown are approximate and/or tentative.
10. Source of Map Data: Assessor's Maps, recorded maps, deeds and survey data.
11. —s— Approximate location of leach field.

① 70'x70' +/- house
② 24'x60' mobile home w/ porch
③ 20'x20' shed
④ 22'x40' barn
⑤ 12'x26' house w/ porch
⑥ 4'x8' well house
⑦ 10'x10' shed

Meadow Lane

Proposed Road Name Segment
"Sierra Meadows Lane"



FREEMAN & SEAMAN LAND SURVEYORS
P.O. Box 1305
Mariposa, CA 95338
(209) 966-3926

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items

200501

RECEIVED
OCT 13 2021
Mariposa County Planning Department

RECEIVED
NOV 2 2021
Mariposa County Planning Department

ROAD NAME APPLICATION AND GENERAL INFORMATION

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

FOR OFFICE USE ONLY

Date Submitted 10/13/21 Received By SSE

Fees Paid $ 380.00 (11/2/21) Receipt No 326110 Received By jmc

Application No 2021-185 Application Complete

Final Action Date

Applicant REZA Abrahimzadeh & Susan Zaker

Address 5565 Meadow Ln, Unit A

Telephone H. (209) 742-5367 C. (949) 294-8450 E-Mail Address REZA.ABRAHIMZADEH@gmail.com

PROPOSED ROAD NAME (please list a first, second and third choice of road name)

1st choice Sierra Meadows

2nd choice Meadows Haven

3rd choice Meadow Brook

Is this application being submitted to comply with a condition for a Land Division Application? ☑ YES ☐ NO
If yes, please indicate the Land Division Application Number 2019-125

EXPLAIN THE MEANING AND REASON FOR CHOOSING THE PROPOSED ROAD NAME
(as it relates to the Mariposa County Road Naming Policy):

In proposing the above road names the main objective is for the new name to be associated with Meadow Lane and the Lushmeadows general area & location.

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

200501

REQUIRED SIGNATURE(S)

Affidavit

I/we, the undersigned (Property Owner and Applicant), agree to defend, indemnify, and hold harmless the County and its agents, officers and employees from any claim, action or proceeding against the County arising from the Property Owner and Applicant project.

I/we declare under the penalty of perjury that the statements and information submitted in this application are in all respects true and correct to the best of my/our knowledge.

I/we acknowledge that I/we have read and understand the information contained in the application package relating to the submittal and processing of this application.

I/we understand that the processing of the application will be delayed if any required information is incorrect, omitted, or illegible.

I/we declare that if an entity listed below is a Partnership, Limited Liability Corporation, Corporation or Trust the signer(s) below certifies that he/she is authorized by that entity to apply and sign the application attached herewithin.

Property Owner *(printed name):*	**2nd Property Owner** *(printed name):*	**Applicant** *(printed name):*
REZA ABRAHIMZADEH	SUSAN ZAKER	REZA ABRAHIMZADEH
Property Owner *(signature):*	**2nd Property Owner** *(signature):*	**Applicant** *(signature):*
Reza Abrahimzadeh		Reza Abrahimzadeh
Date: 10/5/21	Date: 10/5/21	Date: 10/5/21

If there are more than two property owners, additional copies of this page shall be provided.

IMPORTANT: This page must be signed by all property owners and any authorized applicant.

IMPORTANT: Please note that if the property owner/s is/are authorizing someone other than themselves to act as the applicant or agent, the next page must also be signed.

IMPORTANT: Failure to have all necessary signatures will DELAY the commencement of processing the application. The application will be returned to the applicant to provide all necessary signatures.

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

200501

Number of properties served by the road in question 7.

In accordance with the adopted policy on street/road names, property owners who own a majority of the parcels having access to the road must approve the road name under consideration. The spaces below are provided for the signature of property owners who either approve or disapprove of the name. Owners of undeveloped parcels must be included. Separate letters may also provide signatures. Please be advised that naming an existing unnamed road will change your physical street address and mailing address if your mail is delivered to your street address.

Approve	Disapprove	Printed Name	Signed Name	Assessor's Parcel Number
☑	☐	REZA ABRAHIMZADEH	Reza Abrahimzadeh	015-090-001
☑	☐	Barbara Udvary	signed page attached	015-060-015
☑	☐	Carol Knipper	" " "	015-060-011
☐	☐	Kenneth & Terry Kincaid	No Response	015-090-014
☐	☐	Robert & Norita McClellan, TR	" "	015-060-083
☐	☐	David Bailey & Dara Tiel	" "	015-090-027
☐	☐	Erika Falkner, TR	" "	015-060-014
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Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Please print your name(s) and sign and provide up to 3 road names under your signatures. Please RETURN only this page in the stamped envelop enclosed.

200501

Number of properties served by the road in question 7.

In accordance with the adopted policy on street/road names, property owners who own a majority of the parcels having access to the road must approve the road name under consideration. The spaces below are provided for the signature of property owners who either approve or disapprove of the name. Owners of undeveloped parcels must be included. Separate letters may also provide signatures. Please be advised that naming an existing unnamed road will change your physical street address and mailing address if your mail is delivered to your street address.

Approve	Disapprove	Printed Name	Signed Name	Assessor's Parcel Number
☐	☐	Barbara Udvary		
☑	☐	Sierra Meadows		
☐	☐	Sierra Mt. Way		
☐	☐	SierraMeadow		
☐	☐			
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Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Please print your name(s) and sign and provide up to 3 road names under your signature. Please RETURN only this page in the stamped envelope enclosed.

200501

Number of properties served by the road in question 7.

In accordance with the adopted policy on street/road names, property owners who own a majority of the parcels having access to the road must approve the road name under consideration. The spaces below are provided for the signature of property owners who either approve or disapprove of the name. Owners of undeveloped parcels must be included. Separate letters may also provide signatures. Please be advised that naming an existing unnamed road will change your physical street address and mailing address if your mail is delivered to your street address.

Approve	Disapprove	Printed Name	Signed Name	Assessor's Parcel Number
☐	☐	Carol Knipper	Carol Knipper	
☐	☐			
☐	☐	[illegible]		
☐	☐	Meadow Haven Lane		
☐	☐	Orchard Meadow Lane		
☐	☐	Meadow Vista Lane		
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Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Carol Knipper
5555 Meadow LN
Mariposa CA 95338

9590 9402 6715 1060 6429 45

2. Article Number (Transfer from service label)

7020 1290 0000 6777 8493

COMPLETE THIS SECTION ON DELIVERY

Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Andy Pimy | C. Date of Delivery 7-31

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
Restricted Delivery

S Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Barbara Udvary
5561 Meadow Ln
Mariposa, CA 95338

9590 9402 6715 1060 6429 52

2. Article Number (Transfer from service label)

7020 1290 0000 6777 8509

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Andy Pimy | C. Date of Delivery 7-31

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
Restricted Delivery

S Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Kenneth & Terry Kincaid
5561 Meadow Ln.
Mariposa CA 95338

9590 9402 6715 1060 6429 21

2. Article Number (Transfer from service label)

7020 1290 0000 6777 8523

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Andy Pimy | C. Date of Delivery 7-31

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
estricted Delivery

S Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

ENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Robert & Noritta McClellon Trust
7343 N Evans Rd.
Dos Palos CA 93620

9590 9402 6715 1060 6429 14

2. Article Number (Transfer from service label)

7020 1290 0000 6777 8530

COMPLETE THIS SECTION ON DELIVERY

Signature
X Robert Mcclellon ☐ Agent ☐ Addressee

B. Received by (Printed Name) ROBERT McClellon | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

S Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

ENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

David Bailey + Dana Tiel
1048 Epps LN
Sweet Home OR 97386

9590 9402 6715 1060 6429 38

2. Article Number (Transfer from service label)

7020 1290 0000 6777 8752

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X James F. O'Neil ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

S Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

ENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Erika Falkner, TR
40922 Camero pl
Fremont, CA 94539-

9590 9402 6715 1060 6429 07

2. Article Number (Transfer from service label)

7020 1290 0000 6777 8516

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X E. Falkner ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery 8/12/21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

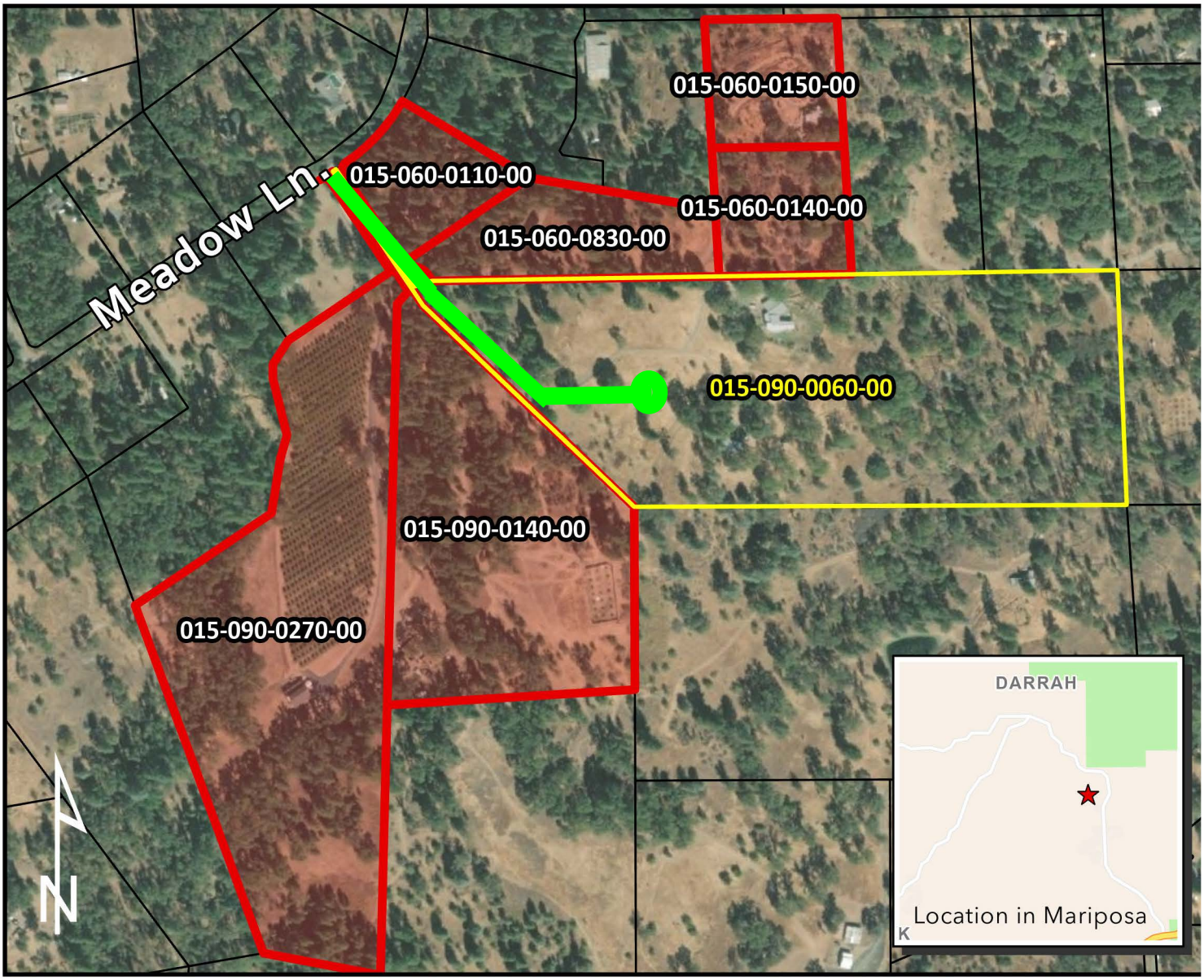
3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
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☐ Signature Confirmation Restricted Delivery

Restricted Delivery

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Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

PARCEL NOTIFICATION EXHIBIT



0 200 400 Feet

1:4,800

Site

Parcels Notified

Proposed Road Name Segment

PROJECT TYPE: ROAD NAME 2021-185

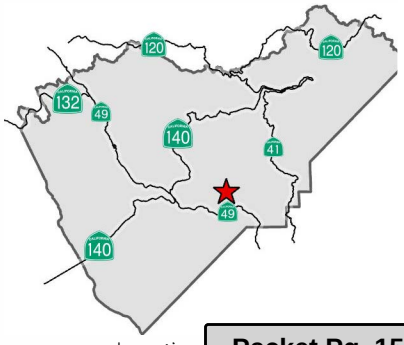
APPLICANT: REZA ABRAHIMZADEH & SUSAN ZAKER

APN's: 015-090-0060

SITE ADDRESS: 5565 MEADOW LANE, MARIPOSA

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet
Date: Wednesday, February 16, 2022
Data Source: Mariposa County Planning Department GIS;
Assessor's Parcel Map Update: 02/2020

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.

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MARIPOSA COUNTY RESOLUTION NO. 92-541

A RESOLUTION MODIFYING THE PROCEDURE FOR THE NAMING OF NON-COUNTY ROADS

BE IT RESOLVED, that the Mariposa County Board of Supervisors hereby adopts the following policy for the naming of non-county roads:

A. This resolution sets forth the procedures for naming unnamed non-county roads which provide primary access to two or more parcels.

B. Standards for the naming of all non-county roads are established as follows:

1. Road names shall be developed around some historical, botanical, zoological or geological significance as they directly relate to Mariposa County.

2. Roads shall not be named after any numbers or letters, except as they may pertain to Number 1, above. First names of historically significant people shall not be used unless in conjunction with the last name.

3. Where road names have already been established, proposed extensions of said roads shall keep continuit with the existing name(s).

4. The name of the road shall not be a duplication of a name already established for any other County road or non-County road in the County.

C. The procedure for naming roads in conjunction with tentative subdivision maps shall be as follows:

1. Prior to the recordation of a subdivision map, the project applicant, or a representative, shall submit a

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

name or names of all roads within the division if such roads meet the criteria of A above.

2. Where the road is newly created by the subdivision, proposed names shall be at the discretion of the applicant, providing the name is consistent with Paragraph B as determined by the Planning Director.

3. On non-County roads which are in existence prior to the submittal of the subdivision, it shall be the applicant's responsibility to contact all property owners having access off of the road in writing and provide verification of such notification to the Planning Department. Prior to acceptance of the application by the Planning Director, the applicant shall obtain written approval of the proposed name by a majority of the property owners served by the road. If the applicants can provide documented evidence that the property owners have been contacted, but failed to respond within twenty-one (21) days of the receipt of the request, then those non-responding property owners shall not be included in computing the majority of the property owners served by a road under consideration for naming. Sufficient evidence is considered to be an executed certified mail receipt. Once a complete applicaton is submitted, it shall be scheduled for action by the Board of Supervisors with a recommendation by the Planning Department. If it is shown that a majority of the property owners served by

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a road cannot reach an agreement on a proposed name, then a property owner served by the road may request that the Board of Supervisors name the road.

D. The procedure for naming existing unnamed roads (not in conjunction with a subdivision) shall be as follows:

1. Any individual, or group of individuals, may submit a name for an unnamed road, so long as that person, or persons, own property which fronts on or has driveway access from the road to be named.

2. A complete application form and a map showing the location of the road to be named shall be submitted to the Planning Department. A complete application shall include written verification that all property owners having direct access to the subject road, have been notified of the proposed name and that a majority of the property owners have agreed in writing to the proposed name. Evidence of notification shall be provided in accordance with Paragraph C 3.

3. Upon submittal of the complete application to the Planning Department, the Planning Department shall review the application and forward a recommendation fo approval to the Board of Supervisors if it complies with Section B contained herein.

E. Road Signs:

Within 60 days from the approval of the road name, a sign complying with the County Improvement Standards (Section 11.5D and Standard Drawing R-23 and R-29) shall be

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

installed at all intersections with other officially named roads. For roads named in conjunction with a subdivision, it shall be the applicant's responsibility to install such signs in accordance with the Mariposa County Improvement Standards. For roads that are not associated with a development project, the road signs will be installed by the County.

BE IT FURTHER RESOLVED, that this Resolution shall become effective November 1, 1992 and hereby replaces and rescinds previous resolutions regarding the naming of non-county roads.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 13th day of October, 1992 by the following vote:

AYES: BAGGETT, PUNTE, ERICKSON, RADANOVICH, TABER

NOES: NONE

ABSTAINED: NONE

EXCUSED: NONE

SALLY S. PUNTE, Chairperson
Mariposa County Board of Supervisors

ATTEST:

MARGIE WILLIAMS, Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

JEFFREY GREEN, County Counsel

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items

Road Name Application No. 2021-185

Applicants: Reza Abrahimzadeh and Susan Zaker

Address: 5565 Meadow Lane (APN 015-090-006), Mariposa

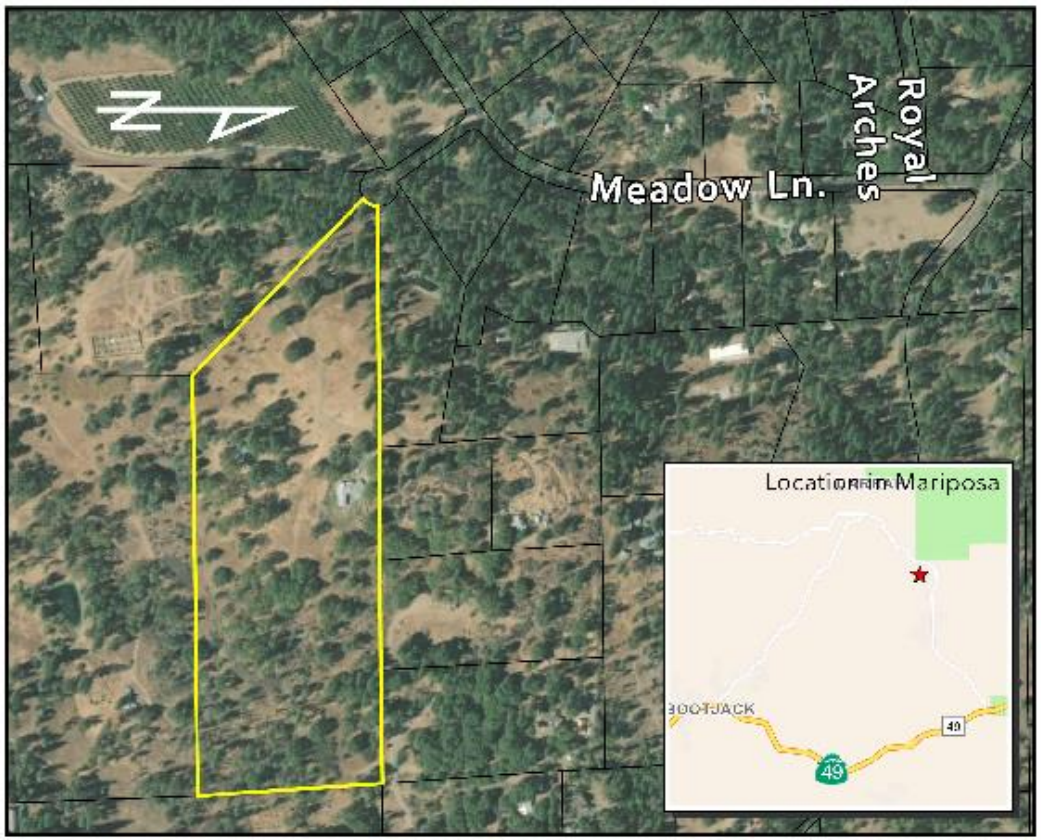
Board of Supervisors Meeting – March 1, 2022

General Information

- Zoning/Land Use: Mountain Home
- Road name request was required due to a condition of approval of Land Division Application No. 2019-125
  - A 3-parcel land division approved by the Planning Commission on June 12, 2020.

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items

Mariposa County Planning Department
Project Vicinity Map



Site
Assessor's Parcels

PROJECT TYPE: Other 2021-185
APPLICANT: REZA ABRAHIMZADEH & SUSAN ZAKER
APN's: 015-090-0060
SITE ADDRESS: 5565 MEADOW LANE, MARIPOSA

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



Location in Mariposa County

Request Approval

- Road Name:
  - **"Sierra Meadows Lane"**
- Requires conformance to County Resolution No. 92-541

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items

REVISED TENTATIVE PARCEL MAP

For

REZA ABRAHIMZADEH & SUSAN ZAKER
5565 MEADOW LANE
MARIPOSA, CA 95338
(209) 742-5367

BEING A DIVISION OF LOT 6 OF LUSHMEADOWS FAR SUBDIVISION SITUATED IN A PORTION OF THE NW 1/ OF SECTION 17 AND A PORTION OF THE NE 1/4 OF SECTION 18, T.5S., R.20E., M.D.M.

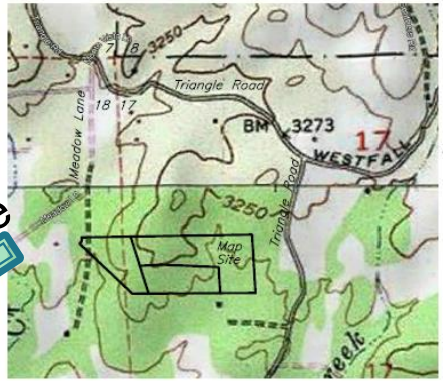
MARIPOSA COUNTY — CALIFORNIA
JANUARY 2020 — SCALE: 1" = 100'

TOTAL SUBDIVIDED AREA: 21.04 +/- Ac.

PARCEL A: 5.08 Ac. +/-
PARCEL B: 10.95 Ac. +/-
PARCEL C: 5.01 Ac. +/-

PREPARED BY: _____
Richard A. Seaman, L.S. 5339

VICINITY MAP
T.5S., R.20E., M.D.M.



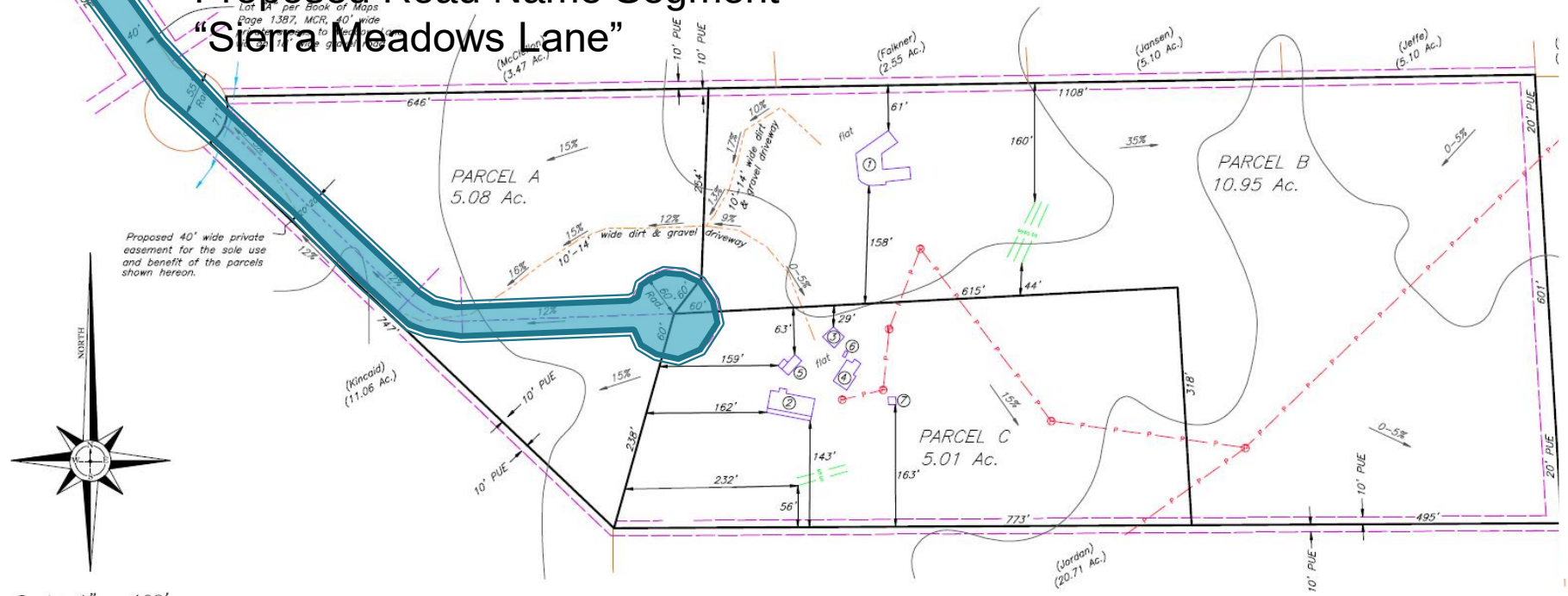
NOTES:

1. Contours are for pictorial purposes only.
2. Contours determined by U.S.G.S. Quad maps and field reconnaissance.
3. Average elevation of parcels: 3150' above sea level.
4. Arrowed lines indicate direction and approximate percent of slope.
5. Domestic water supply: Individual wells.
6. Sewage Disposal: Individual septic systems.
7. No grading is proposed for building sites at this time.
8. —P— Approximate location of powerlines.
9. Distances, acreages, contours and the location of improvements shown are approximate and/or tentative.
10. Source of Map Data: Assessor's Maps, recorded maps, deeds and survey data.
11. —S— Approximate location of leach field.

① 70'x70' +/- house
② 24'x60' mobile home w/ porch
③ 20'x20' shed
④ 22'x40' barn
⑤ 12'x26' house w/ porch
⑥ 4'x8' well house
⑦ 10'x10' shed

Meadow Lane

Proposed Road Name Segment
"Sierra Meadows Lane"



FREEMAN & SEAMAN LAND SURVEYORS
P.O. Box 1305
Mariposa, CA 95338
(209) 966-3926

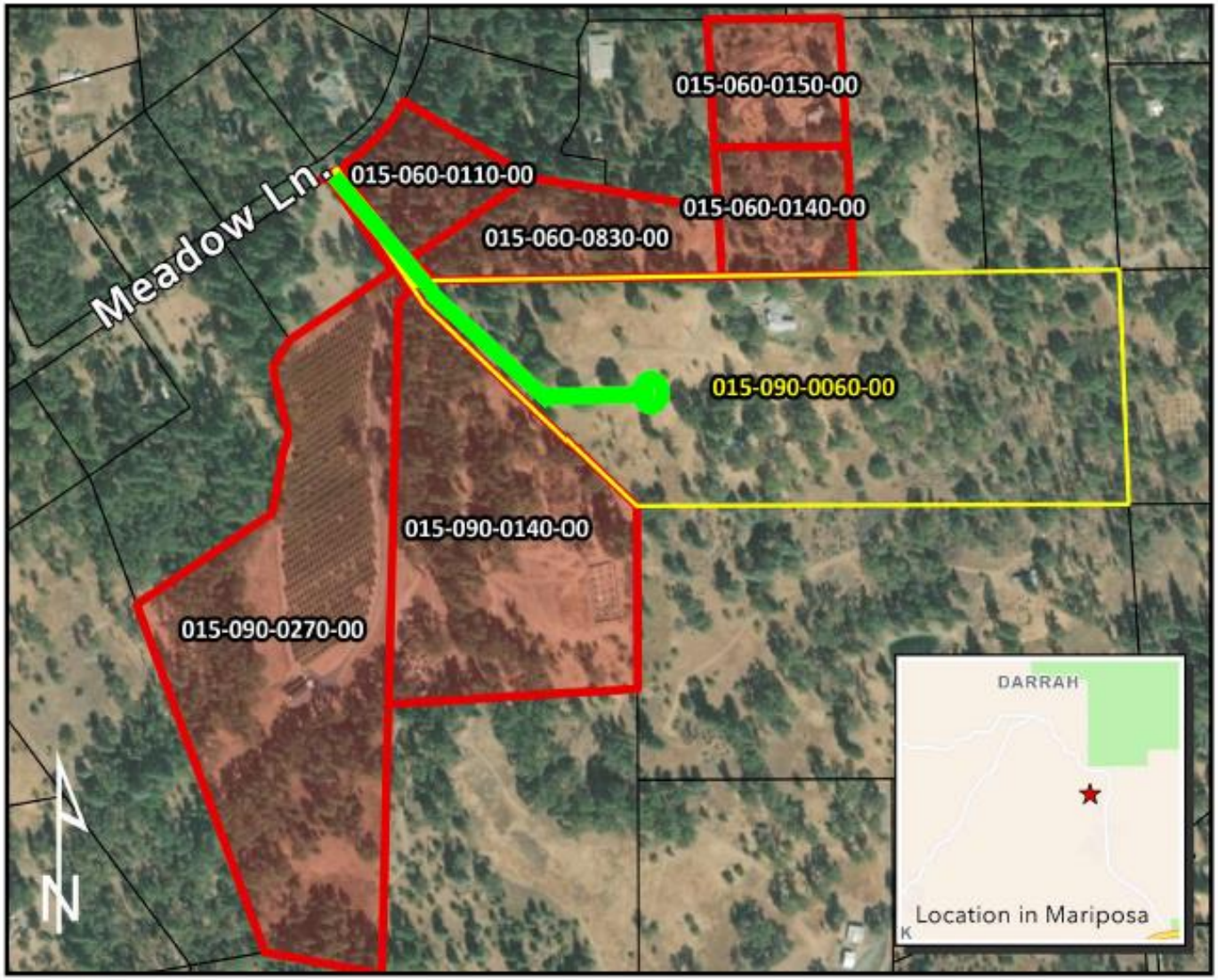
Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items

Request Approval- Sierra Meadows Lane

- *Request conforms to County Resolution No. 92-541*
- Sierra Meadows Lane – is a botanical and geographic reference fitting in the context of Lushmeadows subdivision
- Public Works determined Sierra Meadows Lane is not a duplicative road name
- (6) affected parcel owners were notified (evidence –certified return mail receipts) (2 responded)

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PARCEL NOTIFICATION EXHIBIT



PROJECT TYPE: ROAD NAME 2021-185

APPLICANT: REZA ABRAHIMZADEH & SUSAN ZAKER

APN's: 015-090-0060

SITE ADDRESS: 5565 MEADOW LANE, MARIPOSA

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet

Site

Parcels Notified

Proposed Road Name Segment

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Recommendation

- Approve Road Name Application No. 2019-185; "Sierra Meadows Lane," Reza Abrahimzadeh and Susan Zaker, Applicants

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-144

MEETING: March 1, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Authorize the Sheriff to Apply for a Grant from the California State Parks and Recreation OHV

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

The approximate total amount requested in the application is $100,000

This grant does require 25% match funds which will come from personnel costs already budgeted in fiscal year 23

This Financial Aid opportunity will be used for the Off-Highway Vehicle Enforcement and Education.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Mariposa County Board of Supervisors has approved similar requests in past years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should this authority not be granted the County and the Department will miss out on this funding opportunity and will impact the general fund.

FINANCIAL IMPACT:
To receive a grant for approximatly $100,000 from the California State Parks and Recreation OHV program
01/11/22 001-0000-309-1600 · Transfers In $248,432.15

ATTACHMENTS:
Resolution (PDF)
Sample Application (PDF)

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

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GOVERNING BODY RESOLUTION

RESOLUTION NUMBER: _____

RESOLUTION OF THE: _____
(Title of Applicant's Governing Body)

APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval to receive grant funding from the Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project;

NOW, THEREFORE, BE IT RESOLVED that the _____ hereby:
(Applicant's Governing Body)

1. Approves the receiving of grant funding from the Off-Highway Vehicle Grant or Cooperative Agreement Program; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds; and
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
8. Appoints the (designated position) _____ as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

Approved and Adopted on the _____ day of _____, 20 _____. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by _____
(Applicant's Governing Body)

following a roll call vote:

Ayes: _____

Noes: _____

Absent: _____

➤ _____
(Clerk)

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Application Preview

Agency Information

1. **Agency Information**
   a. Agency Name
   b. Organizational Unit
   c. Address
   d. Address 2
   e. City State Zip
   f. Federal ID Number Reference No.
   g. Agency fiscal year (beginning month and day)
   h. Agency Type

- ○ City
- ○ County
- ○ U.S. Forest Service
- ○ U.S. Forest Service - Patrol District
- ○ U.S. Bureau of Land Management
- ○ Federal Agency
- ○ Federally or State Recognized Native American Tribe
- ○ Educational Institution
- ○ Nonprofit Organization - 501(c)(3) status only
- ○ State Agency
- ○ District
- ○ Certified Community Conservation Corps

2. **Project Information**
   a. Project Name
   b. Is implementing agency same as Agency ○ Yes ○ No
   c. Implementing Agency Name
   Address
   City State Zip
   Phone Fax
   d. Project Start Date End Date
   e. Amount of Funds Requested Project Cost

Project Request(s) Summary

#	Project Type	Project Title	Grant Request	Match	Total Project Cost

SAMPLE

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3. Contact Information

Identify the Applicant's two-tiered chain of command. The Authorized Representative is the person having the ultimate approval and signature authority with regard to the Grant or Cooperative Agreement (e.g., BLM - Field Office or District Manager, USFS - Forest Supervisor, Local Agency - Parks Director, Sheriff).

The Project Administrator is the person performing the overall implementation, fiscal coordination, and overseeing the implementation of the Grant or Cooperative Agreement. The Project Administrator also serves as the primary contact person for the Project.

NOTE: The two people shall not be the same.

a. Contact Type

Name

Title

Mailing Address

City | State | Zip Code

Telephone | Fax

E-mail Address

SAMPLE

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Location Map

A. Location Map

- Click on 'Show Documents' located in the upper right-hand corner of the screen to access the Location Map.
- Once the Location Map displays, click on the 'Applicant's Location' box and enter your agency's name in the box (deleting 'Applicant's Location'). Then click on the arrow and drag the arrow to point to your agency's general location.
- Save the Location Map to your desktop or other appropriate location, then click the 'Browse…' button to attach the Location Map and enter a title in the 'Attachment Title' field (e.g., Location Map FY 2018/2019).

Attachment Title	Attachment

SAMPLE

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Equipment Inventory

A. Equipment Inventory

"Equipment" means tangible property that has a normal useful life of at least one year and has a unit acquisition cost of at least $5,000 (e.g., five identical assets which cost $1,000 each, for a total of $5,000, would not meet the requirement). Equipment does not include expendable items such as personal safety gear, or tires.

4970.05.1.(h) All Applicants shall complete the Equipment Inventory (Rev. 1/22) (refer to Appendix, incorporated by reference) that includes an inventory of all Equipment and trailers acquired with funds from this Grants program and still in use.

Has your agency acquired any Equipment from this Grants program that is still in use? ○ Yes ○ No
(This question applies to Equipment purchased with Grant funds and/or claimed as match.)

#	Item Description	Make	Model	Model Year	Vehicle Identification Number (VIN) or Serial Number	Project Agreement Number

Habitat Management Program (HMP)

PART 1 - HABITAT MANAGEMENT PROGRAM (HMP)

All Applicants submitting Projects involving Ground Disturbing Activities are subject to Habitat Management Program (HMP) requirements. The HMP must cover the combined Project Area of all proposed Projects with Ground Disturbing Activities.

Applicants able to certify that none of the proposed activities listed in the Application contain any risk factors to special-status species and/or sensitive habitats shall submit only HMP Part 1. Applicants who cannot certify that the proposed activities listed in the Application do not contain any risk factors to special-status species and/or sensitive habitats shall submit HMP Parts 1 and 2 in accordance with 14 CCR Section 4970.06.2.

1. Do any of proposed Projects involve Ground Disturbing Activities? ○ Yes ○ No
(If you checked YES, complete Question # 2. If you checked NO, stop here)

2. Can the Applicant certify that none of the proposed Projects with Ground Disturbing Activities, including the OHV Recreation directly facilitated by these activities, contain any risk factors to special-status species and/or sensitive habitats? ○ Yes ○ No
(If you checked YES, complete Item #2. If you checked NO, stop here).

ITEM #2

Discuss the research and justification used to certify that the proposed Project does not contain any risk factors to special status species and/or sensitive habitats. To demonstrate that all special status species and sensitive habitat have been considered for evaluation within the HMP, Applicants are encouraged to attach a California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDB), United States Fish and Wildlife Service (USFWS) Information Planning and Consultation (IPaC), and USFWS National Wetland Inventory (NWI) record search for the proposed Project Area. The record searches ought to cover an appropriate buffer surrounding your proposed Project footprint(s).

SAMPLE

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Habitat Management Program (HMP)

PART 2 - DETERMINE THE NEED FOR FULL HABITAT MANAGEMENT PROGRAM (HMP)

1. *Do any of your proposed projects involve Ground Disturbing Activities? (If you checked YES, complete #2. If you checked NO, stop here.) ○ Yes ○ No

2. Did the Applicant certify that none of the proposed Projects with Ground Disturbing Activities, in areas open to legal OHV Recreation including the OHV Recreation directly facilitated by these activities, contain any risk factors to special-status species and/or sensitive habitats? (If you checked YES, stop here. If you checked NO, complete HMP Part 2 on the next page). ○ Yes ○ No

PART 2 - HABITAT MANAGEMENT PROGRAM (HMP)

Click on 'Show Documents' located in the upper right-hand corner of the screen to access the template to use for the Habitat Management Program (HMP) (Reference: Regulations (Rev. 1/22), Section 4970.06.2 and Appendix).

Once the HMP template displays, save the HMP template to your desktop or other appropriate location to enter the appropriate data requested.

When you have completed entering the requested data in the HMP template, click the Upload Attachment icon then click 'Browse…' button to attach the HMP and enter a title in the 'Attachment Title' field (e.g., HMP 2022).

Attachment Title	Attachment

PART 2 - HABITAT MANAGEMENT PROGRAM (HMP) - Additional attachments (large size)

To upload large files over 25 MB, please click on the blue up arrow image. This will open up an popup window to upload attachment.
Click the 'Browse…' button to attach the HMP and click on Save to save attachment.
Once the attachment popup window is closed, click on Save button on the main screen.

i. Attachment 1

ii. Attachment 2

iii. Attachment 3

iv. Attachment 4

v. Attachment 5

SAMPLE

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Public Review Process

A. Public Notification Efforts

Applicants shall undertake a public review process of their Application (Reference, 2022 Regulations (Rev. 1/22), Section 4970.05(e)).

APPLICANT SHALL NOTIFY THE PUBLIC of the opportunity to review and comment on the Preliminary Application NO LATER THAN THE FIRST TUESDAY FOLLOWING THE FIRST MONDAY IN MARCH. The notice shall include instructions for accessing the Division Website (www.ohv.parks.ca.gov) for Application review and public comments. Public notification efforts shall include at least one of the following:

- Notice mailed and/or emailed to those persons the Applicant determines most likely to have an interest in or be affected by the Application, and to those who have requested notice,
- Publication on Applicant's website,
- Publicaton in local newspaper,
- News release,
- Public meeting or hearing conducted by the Applicant.

Public comments shall be submitted to the Applicant and the OHMVR Division.

Public comments shall be submitted no later than the first Monday in April.

(Check all that apply)

- ☐ Notice to interested person(s) (Enter date in mm/dd/yyyy format)
- ☐ Published on Applicant's website (Enter date in mm/dd/yyyy format)
- ☐ Published in local newspaper (Enter date in mm/dd/yyyy format)
- ☐ News release issued (Enter date in mm/dd/yyyy format)
- ☐ Public meeting(s)/hearing(s) held either in-person or virtual. (Enter date in mm/dd/yyyy format)

B. Public Comments

To be completed AFTER the Preliminary Application / Public Review period ends.

Briefly summarize public comments received that are relevant to each project or the Grant Application as a whole.

Response is limited to 5,000 characters.

C. Application Development as a result of Public Comments

To be completed AFTER the Preliminary Application / Public Review period ends.

a. Were changes made to the Application as a result of public comments? ○ Yes ○ No
(If selected YES, complete item b. If selected NO, stop here.)

b. Describe how public comments affected the Application

SAMPLE

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Certifications

1. Applicant Certifications

A. General Conditions

ALL Applicants EXCEPT those applying SOLELY FOR LAW ENFORCEMENT shall complete the Applicant Certifications (Reference 2022 Regulations (Rev. 1/22), Section 4970.05(i)).

A. ☐ The Applicant hereby certifies, under the penalty of perjury, compliance with the following terms and conditions:

1. If the Project involves a Ground Disturbing Activity, the Applicant agrees to monitor the condition of soils and wildlife in the Project Area each year in order to determine whether the soil conservation standard adopted pursuant to Public Resource Code (PRC), Section 5090.35 and the HMP prepared pursuant to Section 5090.53(a) are being met.
2. If the Project involves a Ground Disturbing Activity, the Applicant agrees that, whenever the soil conservation standard adopted pursuant to PRC Section 5090.35 is not being met in any portion of a Project Area, the recipient shall close temporarily that noncompliant portion, to repair and prevent accelerated erosion, until the same soil conservation standard adopted pursuant to PRC Section 5090.35 is met.
3. If the Project involves a Ground Disturbing Activity, the Applicant agrees that, whenever the HMP prepared pursuant to PRC Section 5090.53(a) is not being met in any portion of a Project Area, the recipient shall close temporarily that noncompliant portion until the same HMP prepared pursuant to PRC Section 5090.53(a) is met.
4. The Applicant agrees to enforce the registration of off-highway motor vehicles and the other provisions of Division 16.5 (commencing with Section 38000) of the Vehicle Code and to enforce the other applicable laws regarding the operation of off-highway motor vehicles.
5. The Applicant agrees to cooperate with appropriate law enforcement entities to provide proper law enforcement at and around the Facility.
6. The Applicant's Project is in accordance with local or federal plans and the strategic plan for OHV Recreation prepared by the OHMVR Division.

B. Programmatic Conditions

B. **The Applicant must describe the following programmatic conditions:**

1. Identify the potential for the facility to reduce illegal and unauthorized OHV Recreation activities in the surrounding areas:
2. Describe how the Applicant is meeting the operations and maintenance needs of any existing OHV Recreation Facility under its jurisdiction:

C. Fee Collection

Describe how fees collected pursuant to Section 38230 of the Vehicle Code (in-lieu funds) are utilized and whether the fees complement the Applicant's proposed Project:

D. Compliance with PRC 5090.50(b)(1)(C)

Projects within the O&M category that affect lands identified as inventoried roadless areas by the U.S. Forest Service, are compliant with PRC 5090.50(b)(1)(C). ○ Yes ○ No

2. Governing Body Resolution

SAMPLE

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All city, county, and district Applicants shall submit a governing body resolution providing approval to apply for grant funding from the OHV Trust Fund (Reference 2022 Regulations (Rev. 1/22), Section 4970.05(l)).

For a sample Governing Body Resolution, click on 'Show Documents' located in the upper right-hand corner of the screen to access the Appendix (See page 22 of 91).

Attachment Title	Attachment

SAMPLE

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Certification – Required Documents

1. Written Permission with Land Manager

An Applicant applying for a Grant involving activities on any public lands not managed by the Applicant shall include written permission from the Land Manager authorizing the Applicant to conduct the proposed Project and a description of how the Project fits with the land management goals of the area (Reference 2022 Regulations (Rev. 1/22), Section 4970.05(k)).

(1) The written permission must be on the Land Manager's letterhead and signed by the authorized representative of the Land Manager.
(2) The written permission shall contain a current signature and date. The date of required letter must not be more than six (6) months prior to the beginning of the Grants Cycle for that Project in which the Project will be applied for and no later than the preliminary Application submission date.
(3) The written permission must specifically identify the proposed Project(s) and a description of how the Project(s) fits with the land management goals of the area.

Click the "Upload Attachment" icon and then click on the 'Browse…' button to attach the written permission from the Land Manager document and enter a title in the 'Attachment Title' field (e.g., Written Permission 2013-2014).

Attachment Title	Attachment

2. Verification of Nonprofit 501(c)(3) Status

Nonprofit organizations shall provide documentation, in the form of an Internal Revenue Service (IRS) letter of determination or publication on the official IRS website, verifying current IRC, Section 501(c)(3) status (Reference 2022 Regulations (Rev. 1/22), Section 4970.05.2(a)).

Click the "Upload Attachment" icon and then click on the 'Browse…' button to attach the IRS document and enter a title in the 'Attachment Title' field (e.g., IRS 501(c)(3) Status 2013-2014).

Attachment Title	Attachment

3. Nonprofit's IRS Form 990 or equivalent

Nonprofit organizations shall provide IRS From 990 (or something to the equivalent) from the previous year.

Click the "Upload Attachment" icon and then click on the 'Browse…' button to attach the IRS document and enter a title in the 'Attachment Title' field (e.g., IRS Form 990 2014-2015).

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Attachment Title	Attachment

4. Nonprofit Certification

Click the "Upload Attachment" icon and then click on the 'Browse…' button to attach the Nonprofit Certification document and enter a title in the 'Attachment Title' field.

Attachment Title	Attachment

SAMPLE

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Evaluation Criteria

1. OHV Visitor Opportunity Summary - Q 1. (ONLY for Applicants WITH legal OHV riding opportunities)

1 OHV Visitor Opportunity Summary (Page 1) - Q 1. (ONLY for Applicants WITH legal OHV riding opportunity)

Each Application, EXCEPT those applying SOLELY for LAW ENFORCEMENT AND/OR EDUCATION AND SAFETY projects shall answer General Criteria (Reference: Regulations (Rev. 1/22), Section 4970.14).
The general criteria items are to be answered for the entire area managed by the Applicant on which OHV Recreation is allowed. Non-Land Manager Applicants who are required to complete the general criteria shall cooperate with the Land Manager to obtain the information necessary to complete the general criteria section of the Application. It is extremely important for Applicants to reference factual documentation to support their responses in the Application. Points will be awarded only for responses that are supported by published information, facts, statistics, or other factual documentation with citations referenced when requested.

The Applicant and/or Land Manager currently has legal OHV riding opportunities?: ○ Yes ○ No
(Check the one most appropriate)

"Yes" responses - Applicant shall respond to ALL items EXCEPT for 14

"No" responses - Applicant shall ONLY respond to items 11, 12, 13, and 14

a. Data Period: Identify the most recent twelve month period for which the Land Manager has accurate OHV Opportunity and visitation data:

Starting (Month/Year) (mm/yyyy format):

Ending (Month/Year) (mm/yyyy format):

b. Off-Highway Vehicle Opportunity Ratio (OHV Opportunity Ratio). Respond relative to the twelve month data period identified in item 1a:

i. Months of OHV Opportunity (OHV Months). Enter the number of months during the data period that OHV Opportunity was available:

ii. Total miles of routes available for OHV Recreation:

iii. Total acres of open riding available for OHV Recreation:

iv. OHV Visitation (visitor days):
Every visitor that spends a day or a portion thereof engaged in OHV Recreation in legal riding areas is considered one visitor day.
Use the most recently published, official, publically available, completed document that indicates OHV visitation data.

v. Ratio of OHV Visitation/OHV Opportunity:
OHV visitation / (acres of open area+ miles of routes) = OHV ratio
(Note: This field will auto-populate):

1 OHV Visitor Opportunity Summary (Page 2) - Q 1. (ONLY for Applicants WITH legal OHV riding opportunity)

c. Provide name and date of reference document that supports the responses to items 1a and 1b on the previous page:

d. Visitor Opportunity Ratio (V/O Ratio) = OHV Ratio x OHV Months / 12 (Note: This field will be calculated by the system and auto-populate.)

Visitor Opportunity Ratio (V/O Ratio) Score:
(Note: The score will be determined once all Applicants' scores have been compared.)

SAMPLE

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2. Quality of OHV Opportunity - Q 2. (ONLY for Applicants WITH legal OHV riding opportunities)

Quality of OHV Opportunity

Check all that apply to the Land Manager's OHV program:

- ☐ Map, printed or digital, with OHV Recreation opportunities clearly shown is available for distribution at no cost (2 points)
- ☐ Map with OHV Recreation opportunities clearly shown is available on the Land Manager's website (2 points)
- ☐ Map indicates relative difficulty of each OHV trail (2 points)
- ☐ Map indicates appropriate OHV use type (ATV, dirt bike, 4x4, OSV, etc.) (2 points)
- ☐ At least fifty percent of the staging areas include support facilities (restrooms, picnic tables, trash cans, shade structures) (2 points)
- ☐ Majority of trail intersections are signed with information such as: trail names, directional signs, relative difficulty, mileage to next feature (2 points)

3. Variety of OHV Opportunity - Q 3. (ONLY for Applicants WITH legal OHV riding opportunities)

a. Skill levels (e.g., beginner, intermediate, advanced) indicated by publicly available maps or signage marking trails with relative difficulty:

(Check the one most appropriate for the Land Manager's OHV program)

- ○ 3 or more skill levels (5 points)
- ○ 2 skill levels (3 points)
- ○ 1 skill level (1 point)

b. Type of OHV Opportunity (ATV, dirt bike, 4x4, OSV, RUV, Sand Rail/Dune Buggy):

(Check the one most appropriate for the Land Manager's OHV program)

- ○ Opportunities for 3 or more vehicle types (6 points)
- ○ Opportunities for 2 vehicle types (3 points)
- ○ Opportunity for only 1 vehicle type (1 point)

4. Agency Contribution - Q 4. (ONLY for Applicants WITH legal OHV riding opportunities)

Total cost of OHV Program for Land Manager's most recent complete fiscal year including grant funds and agency operational budget.

% Funded by OHV Trust Fund (do not include in-lieu funds):

(Check the one most appropriate)

- ○ No OHV Trust Funds were used (6 points)
- ○ 10% or less of the program cost was from OHV Trust Fund (4 points)
- ○ 11% to 25% of the program cost was from OHV Trust Fund (3 points)
- ○ 26% to 50% of the program cost was from OHV Trust Fund (1 point)
- ○ More than 50% of the program cost was from OHV Trust Fund (No points)

Provide name and date of reference document:

5. Project Performance - Q 5. (ONLY for Applicants WITH legal OHV riding opportunities)

At any time in the last two complete calendar years prior to the current Grant Cycle, has the Applicant been out of Good Standing with the Division?

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(Check the one most appropriate)

- ○ No (10 points)
- ○ Yes (No points)
- ○ First time Applicants or Applicants without active projects in the last two complete calendar years. (5 points)

6. Previous Year Performance - Q 6. (FOR DIVISION USE ONLY)

In the previous year the Applicant has been responsive and communicated effectively with the assigned OHMVR Grant Administrator by phone, email or personal visit.

FOR DIVISION USE ONLY (Check the one most appropriate)

- ○ In the previous year the Applicant has been responsive and communicated effectively with their assigned OHMVR Grant Administrator by phone, email or personal visit (3 points)
- ○ First time Applicants and past Applicants with no active Grant Projects within the last two years (2 points)
- ○ In the previous year the Applicant has not been responsive (No points)

7. Prevention of OHV trespass - Q 7. (ONLY for Applicants WITH legal OHV riding opportunities)

7. Prevention of OHV trespass - Fence (Page 1) - Q 7. (ONLY for Applicants WITH legal OHV riding opportunities)

a. Is site a completely fenced facility such that OHV trespass into neighboring properties and/or closed areas is prevented?

(Check the one most appropriate)

- ○ No (answer items b and c)
- ○ Yes (10 points, explain and then skip to item 8)

Provide a detailed explanation for the "Yes" response:

7. Prevention of OHV trespass - Patrol (Page 2) - Q 7. (ONLY for Applicants WITH legal OHV riding opportunities)

b. The majority of OHV Opportunity areas are patrolled:

(Check the one most appropriate)

- ○ At least 5 days per week (5 points)
- ○ At least once per week (3 points)
- ○ At least once per month (1 point)
- ○ Less than once per month (No points)

Provide a detailed explanation for the statement that was checked (e.g., frequency of patrol, patrol personnel, percent of lands covered by patrols):

7. Prevention of OHV trespass - Measures (Page 3) - Q 7. (ONLY for Applicants WITH legal OHV riding opportunities)

c. Measures to prevent OHV trespass into neighboring properties and/or closed areas:

(Check all that apply)

- ☐ Barriers and/or signing are used to prevent OHV trespass into neighboring properties and/or closed areas (3 points)
- ☐ Education programs, maps and/or brochures provided to the public address OHV trespass, including respect for private property (2 points)

SAMPLE

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Provide a detailed explanation for each statement that was checked:

8. Natural and Cultural Resources - Q 8. (ONLY for Applicants WITH legal OHV riding opportunities)

8. Natural and Cultural Resources (Page 1) - Q 8. (ONLY for Applicants WITH legal OHV riding opportunities)

a. Is the Land Manager's OHV area a completely fenced track facility with little or no native vegetation?

(Check the one most appropriate)

- ○ No (answer item b)
- ○ Yes (5 points, explain and then skip to item 9)

Provide a detailed explanation for the "Yes" response:

8. Natural and Cultural Resources (Page 2) - Q 8. (ONLY for Applicants WITH legal OHV riding opportunities)

b. Resource Management Information System

Does the Land Manager maintain a management information system managed by qualified environmental staff that identifies and monitors the impacts of the OHV activity and contains at least the following:

- Ongoing survey/inventory of species;
- Ongoing survey/inventory of archeological sites;
- Biological monitoring that measures changes in populations;
- Components that evaluate the effects of OHV Recreation and related activity on the species;
- Recommendations for improvement in species management;
- Strategies to respond to changing conditions that affect the survival or reproduction of species?

- ○ No (No points)
- ○ Yes (5 points)

Provide a detailed explanation for the "Yes" response:

9. Soil Management - Q 9. (ONLY for Applicants WITH legal OHV riding opportunities)

9. Soil Management (Page 1) - Q 9. (ONLY for Applicants WITH legal OHV riding opportunities)

a. The Applicant and/or Land Manager has developed a systematic methodology for evaluating soil conditions of its OHV Opportunities that is consistent with the 2008 Soil Standard?

(Check the one most appropriate)

- ○ No (No points)
- ○ Yes (5 points)

Provide a detailed explanation for the "Yes" response:

b. The Applicant and/or Land Manager has developed methods to address soil issues?

(Check the one most appropriate)

- ○ No (No points)
- ○ Yes (5 points)

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Provide a detailed explanation for the "Yes" response:

9. Soil Management (Page 2) - Q 9. (ONLY for Applicants WITH legal OHV riding opportunities)

c. The Applicant and/or Land Manager performs soil monitoring:

(Check the one most appropriate)

- ○ Monthly (3 points)
- ○ After major rain events (2 points)
- ○ Annually or not applicable (No points)

10. Sound Level Testing - Q 10. (ONLY for Applicants WITH legal OHV riding opportunities)

The Applicant and/or Land Manager conducts, or causes to be conducted, sound level testing on individual off-highway motor vehicles:

(Check the one most appropriate)

- ○ On most (50% or more) holidays and weekends (4 points)
- ○ At least 25% but less than 50% of holidays and weekends (2 points)
- ○ Less than 25% of holidays and weekends (No points)

Provide a detailed description of the sound testing program:

11. OHV Education - Q 11. (For ALL Applicants)

11. OHV Education (Page 1) - Q 11. (For ALL Applicants)

a. Education materials available onsite:

(Check all that apply)

- ☐ Free literature is provided to visitors describing safe and responsible OHV recreational practices. (5 points)
- ☐ Bulletin boards, signs or kiosks, at the majority of staging areas, trailheads, or other areas where the public gathers provide information concerning safe and responsible OHV Recreation. (5 points)
- ☐ Applicant or Land Manager provides no educational materials. (No points)

Provide a detailed explanation of Applicant and/or Land Manager's onsite education efforts relative to item a.:

b. Applicant provides hosted onsite formal programs, educational talks, school field trips, etc. to the public to educate them on safe and responsible OHV recreational practices. Count only organized, scheduled events; do not include routine visitor contacts:

(Check the one most appropriate)

- ○ 50 or more per year (3 points)
- ○ 20 to 49 times per year (2 points)
- ○ 5 to 19 times per year (1 point)
- ○ Less than 5 times per year (No points)

Provide a detailed explanation of Applicant's onsite education efforts relative to item b:

11. OHV Education (Page 2) - Q 11. (For ALL Applicants)

c. When Facility is open, staff are onsite and available at trailheads, trails, visitor centers and/or entrance stations to provide information on safe and responsible OHV use:

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(Check the one most appropriate)

- ○ Daily (5 points)
- ○ On all weekends (4 points)
- ○ On the majority of weekends (2 points)
- ○ On major holidays (1 point)
- ○ None of the above (No points)

d. ATV Safety Institute, Motorcycle Safety Foundation, and/or Recreational Off-Highway Vehicle Association approved training courses are provided to the public:

(Check the one most appropriate)

- ○ At least 30 times per year (5 points)
- ○ 18-29 times per year (3 points)
- ○ 4-17 times per year (1 point)
- ○ Less than 4 times per year (No points)

Provide a detailed explanation of Land Manager's onsite education efforts relative to item d.:

12. Website - Q 12. (For ALL Applicants)

a. OHV outreach efforts are accomplished through the Applicant or Land Manager's website:

(Check the one most appropriate)

- ○ No (skip to question 13)
- ○ Yes (provide URL address and answer item b)

Provide URL address:

b. The Applicant or Land Manager's website contains the following OHV related items:

(Check all that apply) - Scoring: 1 point each up to a maximum of 5 points.

- ☐ Map to location
- ☐ Hours of operation
- ☐ Safety information
- ☐ Visitor facilities
- ☐ Contact information
- ☐ News releases
- ☐ Information on responsible riding
- ☐ Map of Facilities
- ☐ Fee schedule
- ☐ Seasonal restrictions
- ☐ Link to Division Website
- ☐ Law enforcement contact information

13. OHV Outreach - Q 13. (For ALL Applicants)

Check all forms of OHV outreach the Applicant utilizes:

Scoring: 1 point each up to a maximum of 3 points.

- ☐ Billboards
- ☐ CDs and/or DVDs
- ☐ Community meetings
- ☐ OHV dealers
- ☐ Fairs
- ☐ News releases
- ☐ Social media
- ☐ Television
- ☐ Parades
- ☐ Radio
- ☐ Programs at schools
- ☐ Other (specify)

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14. Sustaining OHV Recreation - Q 14. (ONLY for Applicants with NO legal OHV riding opportunities)

This is the last question; click the 'Close' button to return to the Grant Application Entry screen.

The Applicant or Land Manager sustains OHV Recreation in the following ways:

(Check all that apply)

- ☐ Has engaged in collaborative processes with agencies that manage OHV Opportunities (5 points)
- ☐ Has established an OHV Commission or stakeholder group dedicated to sustaining OHV Opportunities (5 points)
- ☐ Has adopted a general plan, management plan, ordinance, or resolution supporting OHV Recreation (10 points)
- ☐ Has secured land to be developed for OHV Recreation (10 points)
- ☐ Has created a special fund to set aside funding to sustain OHV Recreation (10 points)

Provide a detailed explanation for each statement checked:

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Acquisition

Background - Provide a brief description of the Applicant or Land Manager's organization/program (e.g., location and types of recreation available) - 4970.10.4(d)(1)

Provide a brief description of the Applicant or Land Manager's organization/program (e.g. location and types of recreation available):

Project Description - The Project Description shall provide sufficient clarity such that those not familiar with the Application or Project can understand what the Applicant intends to do - 4970.10.4(d)(2) Note: Do not add Project Deliverables in this box.

Please only provide a brief synopsis of what the Project entails. Project Deliverables shall be entered in the next section.

Project Description - 4970.10.4(d)(2)

List of Project Deliverables - 4970.10.4(d)(2)(A)

Breakdown each distinct Project Deliverable and what it will take to accomplish the Deliverable in the spaces below. This information should match what's in your Project Cost Estimate.

To find examples of Project Deliverables, see 'Show Documents'.

Provide a list of Project Deliverables the Applicant proposes to undertake

1. When a Project request is for funding both CEQA and/or NEPA requirements and an Acquisition, the Project shall be undertaken and funded in two phases. ○ Yes ○ No

   If Yes, list the CEQA/NEPA activities (Phase 1). If No, write N/A below.

Phase 2, if applicable. If not, fill out like regular Acquisition Project.

#	Title	Project Deliverable Description
1.	Acquisition of OHV Recreation specific area (parcel number(s) and acres)	
2.	Developing, biding and execution of contract to complete real estate transaction	
3.	Securing all necessary approvals and/or permits and	

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	licenses required	
4.	Lease of 25 years or more	
5.	Purchase of right-of-way or easement	
6.	Purchase of land in fee title	
7.	Purchase of an option	
8.	Other (unique to Acquisition)	
9.	Other (unique to Acquisition)	
10.	Other (unique to Acquisition)	
11.	Other (unique to Acquisition)	
12.	Other (unique to Acquisition)	

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How the proposed Project relates to OHV Recreation and will add to, enhance, or otherwise sustain OHV Recreation or OHV Opportunity in the Project Area - 4970.10.4(d)(2)(B)

Describe how the proposed Project relates to OHV Recreation and will add to, enhance, or otherwise sustain OHV Recreation or OHV Opportunity in the Project Area:

Response is limited to 5,000 characters.

Identification of the needs the Project will address - 4970.10.4(d)(2)(C)

Identify the needs the Project will address:

Response is limited to 5,000 characters.

Location of the land to be Acquired - 4970.10.4(d)(2)(D)

Provide the location of the land to be acquired:

Response is limited to 5,000 characters.

Total Acreage to be Acquired - 4970.10.4(d)(2)(E)

Provide the total acreage to be acquired:

Response is limited to 5,000 characters.

Easements Affecting the Property - 4970.10.4(d)(2)(F)

Describe the easements affecting the property:

Response is limited to 5,000 characters.

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Number of Parcels - 4970.10.4(d)(2)(G)

Provide the number of parcels:

Response is limited to 5,000 characters.

The location(s) of existing OHV Opportunities in and around the acquisition property and how the Project will affect or relate to that existing OHV Recreation - 4970.10.4(d)(2)(H)

Provide the location(s) of existing OHV Opportunities in and around the acquisition property and how the Project will affect or relate to that existing OHV Recreation:

Response is limited to 5,000 characters.

Estimated Cost of Land to be Acquired. The estimate shall be based on a competitive market analysis provided by a real estate professional to substantiate the value of the property - 4970.10.4(d)(2)(I)

Provide the total estimated cost of land to be acquired. The estimate shall be based on a competitive market analysis provided by a real estate professional to substantiate the value of the property:

Response is limited to 5,000 characters.

Status of Due Diligence - 4970.10.4(d)(2)(J)

Provide the status of Due Diligence:

Response is limited to 5,000 characters.

Acquisition Plan - 4970.10.4(d)(3)

Acquisition Timeline - 4970.10.4(d)(3)(A)

Acquisition timeline, which shows the steps and timeline for completing the Project, including the preparation and delivery of any reports to be prepared with the funds as a Deliverable

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Attachment Title	Attachment

Ability to Accomplish Acquisition - 4970.10.4(d)(3)(B)

Discussion of the Applicant's ability to accomplish the acquisition Project. The Applicant shall demonstrate the ability to complete the acquisition within the proposed Applicant's timeline.

Response is limited to 5,000 characters.

Due Diligence Undertaken - 4970.10.4(d)(3)(C)

The Due Diligence undertaken, or to be undertaken, to determine the property is usable for its intended purpose (e.g., Preliminary Title Report and underlying documents under Schedule B, zoning information, Phase 1 Environmental Site Assessment, biotic assessment)

Response is limited to 5,000 characters.

District and County Information

California State Senate Districts

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Senate district(s).

☐ State Senate 01	☐ State Senate 02	☐ State Senate 03	☐ State Senate 04
☐ State Senate 05	☐ State Senate 06	☐ State Senate 07	☐ State Senate 08
☐ State Senate 09	☐ State Senate 10	☐ State Senate 11	☐ State Senate 12
☐ State Senate 13	☐ State Senate 14	☐ State Senate 15	☐ State Senate 16
☐ State Senate 17	☐ State Senate 18	☐ State Senate 19	☐ State Senate 20
☐ State Senate 21	☐ State Senate 22	☐ State Senate 23	☐ State Senate 24
☐ State Senate 25	☐ State Senate 26	☐ State Senate 27	☐ State Senate 28
☐ State Senate 29	☐ State Senate 30	☐ State Senate 31	☐ State Senate 32
☐ State Senate 33	☐ State Senate 34	☐ State Senate 35	☐ State Senate 36
☐ State Senate 37	☐ State Senate 38	☐ State Senate 39	☐ State Senate 40

California State Assembly Districts

Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Assembly district(s).

☐ State Assembly 01	☐ State Assembly 02	☐ State Assembly 03	☐ State Assembly 04
☐ State Assembly 05	☐ State Assembly 06	☐ State Assembly 07	☐ State Assembly 08
☐ State Assembly 09	☐ State Assembly 10	☐ State Assembly 11	☐ State Assembly 12

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- ☐ State Assembly 13
- ☐ State Assembly 14
- ☐ State Assembly 15
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- ☐ State Assembly 80

California Congressional Districts

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (https://www.govtrack.us/congress/members/CA) in your browser to determine the Congressional district(s).

- ☐ Congressional District 1
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- ☐ Congressional District 4
- ☐ Congressional District 5
- ☐ Congressional District 6
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- ☐ Congressional District 51
- ☐ Congressional District 52
- ☐ Congressional District 53

County

Select one or more of the California Counties where the proposed project activities will occur.

☐ ☐ ☐ ☐ ☐ ☐

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Alameda	Alpine	Amador	Butte	Calaveras	Colusa
☐ Contra Costa	☐ Del Norte	☐ El Dorado	☐ Fresno	☐ Glenn	☐ Humboldt
☐ Imperial	☐ Inyo	☐ Kern	☐ Kings	☐ Lake	☐ Lassen
☐ Los Angeles	☐ Madera	☐ Marin	☐ Mariposa	☐ Mendocino	☐ Merced
☐ Modoc	☐ Mono	☐ Monterey	☐ Napa	☐ Nevada	☐ Orange
☐ Placer	☐ Plumas	☐ Riverside	☐ Sacramento	☐ San Benito	☐ San Bernardino
☐ San Diego	☐ San Francisco	☐ San Joaquin	☐ San Luis Obispo	☐ San Mateo	☐ Santa Barbara
☐ Santa Clara	☐ Santa Cruz	☐ Shasta	☐ Sierra	☐ Siskiyou	☐ Solano
☐ Sonoma	☐ Stanislaus	☐ Sutter	☐ Tehama	☐ Trinity	☐ Tulare
☐ Tuolumne	☐ Ventura	☐ Yolo	☐ Yuba		

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Additional Documentation

1. Project-Specific Maps

A map(s) identifying the specific roads, trails, areas, and/or related Facilities to be acquired under the Project. The map(s) shall contain enough detail to provide someone unfamiliar with the area the ability to locate the site.

Attachment Title	Attachment

2. Assessors Parcel Maps

Assessors Parcel maps, including Assessor Parcel Number (APN), of each parcel to be purchased.

Attachment Title	Attachment

3. Optional Project-Specific Application Documents

If Applicants deem it helpful to support their specific Project Application, they may submit up to two (2) pages of Project-specific photos.

Attachment Title	Attachment

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Project Cost Estimate

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
1.	**Staff**						
	Instructions : Indicate any and all staff expected to perform duties/work for the Project, by job title or classification. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Staff', and enter in the appropriate 'job title or classification' in the blank data entry field.						
	1. Staff [ ]						
2.	**Contracts**						
	Instructions : Indicate any and all contracts for services . Specify what service the contract is for. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Contracts', and enter 'a brief description' in the blank data entry field.						
	1. Contracts [ ]						
3.	**Materials / Supplies**						
	Instructions : Indicate the types of materials/supplies to be purchased and used on the Project. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Materials/Supplies', and enter 'a brief description' in the blank data entry field.						
	1. Materials / Supplies [ ]						
4.	**Equipment Use Expenses**						
	Instructions : Costs associated with Equipment used for a Project will be paid on a use basis in accordance with the Applicant's local fair market rental rates, but shall never exceed the Grantee's actual cost. The Grantee may not charge a use fee for vehicles or Equipment purchased with OHV Trust Funds, except for fuel and minor maintenance costs. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Equipment Use Expenses', and enter 'a brief description' in the blank data entry field.						
	1. Equipment Use Expenses [ ]						
5.	**Equipment Purchases**						
	Instructions : 'Equipment' means tangible property that has a normal useful life of at least one year and has a unit acquisition cost of at least $1,000 (e.g., four identical assets which cost $400 each, for a $1,600 total, would not meet the requirement). Equipment does not include expendable items such as personal safety gear, or tires. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Equipment Use', and enter 'a brief description' in the blank data entry field.						
	1. Equipment Purchases [ ]						

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6.	**Others**						
	Instructions : List items that do not fit into the previously mentioned categories. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Others', and enter 'a brief description' in the blank data entry field.						
	1. Others [ ]						
7.	**Indirect Costs**						
	Instructions : "Indirect Costs" means expenses incurred for the management and administration of a project (e.g., utility costs, accounting services, contract administration, postage, management personnel, telephone bills, etc.) Total Indirect Costs may not exceed 15% of the total direct Grant Request expenses. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Indirect Costs', and enter 'Indirect Costs' in the blank data entry field.						
	1. Indirect Costs [ ]						
	Totals						

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	Category	Total	Grant Req.	Match	Narrative
1.	Staff				
2.	Contracts				
3.	Materials / Supplies				
4.	Equipment Use Expenses				
5.	Equipment Purchases				
6.	Others				
7.	Indirect Costs				
	Totals				

SAMPLE

Environmental Review Data Sheet (ERDS)

ITEM 1 and ITEM 2

ITEM 1

a. Has a CEQA Notice of Determination (NOD) been filed for the Project? If checked YES, stop here. If checked NO, complete ITEM #2. ○ Yes ○ No

ITEM 2

b. Does the proposed Project include a request for funding for CEQA and/or NEPA document preparation prior to implementing the remaining Project Deliverables (i.e., is it a two-phased Project pursuant to Section 4970.06.1(b)) ○ Yes ○ No

ITEM 3 - Project under CEQA Guidelines Section 15378

NOTE: If the proposed activities are considered a "Project" under CEQA Guidelines Section 15378, the Applicant must provide an explanation for answers to ITEMS 4 – 13. Simple YES or NO responses without an explanation shall not be accepted. If an explanation can be found in NEPA or other documentation, then summarize and list the page number from which the Applicant is summarizing. For ITEMS 5–13, the Applicant may refer to Best Management Practices (BMPs), Standard Operating Practices or Procedures (SOPs), and Limited Operating Periods (LOPs), or similar standard measures described in ITEM 4, that will avoid adverse effects from the Applicant's activities.

c. Are the proposed activities a "project" under CEQA Guidelines Section 15378? If YES, complete ITEMS 4 - 13. If unsure, select YES, and complete ITEMS 4 - 13. If checked NO, complete ITEM # 3d. ○ Yes ○ No

d. The Application is requesting funds solely for personnel and support to enforce OHV laws and ensure public safety. These activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and are thus not a "Project" under CEQA. If checked YES, stop here. If checked NO, complete ITEM # 3e. ○ Yes ○ No

e. Other. Explain why proposed activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and are thus not a "project" under CEQA. E.g., Project activities involving heavy equipment, grading, etc. typically are considered a project under CEQA. DO NOT complete ITEMS 4 – 13.

ITEM 4 - Specify all standard measures (e.g., BMPs, established SOPs, or similar)

Specify all standard measures (e.g., BMPs, established SOPs, or similar) within the Project description that have been incorporated into the Project description to avoid potential impacts to biological resources, cultural resources, or other resources evaluated in the ERDS.

Response is limited to 5,000 characters.

ITEM 5 - Evaluate the Impact of this Project

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Evaluate the impact of this Project on wetlands, navigable waters, special-status species (including threatened and endangered species), and sensitive habitats. All Applicants must address all special-status species that have the potential to occur in the Project Area. Describe what analysis was completed as a part of the evaluation to determine potential impacts.

Applicants are encouraged to refer to the California Department of Fish and Wildlife California Natural Diversity Database (CNDDB) to identify special-status species that have a potential to occur within and surrounding the Project Area. If the applicant does not have a CNDDB subscription, contact your grant representative for assistance conducting this record search.

Applicants are encouraged to refer to the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) to identify special-status species, not captured by CNDDB, and USFWS designated critical habitats that have a potential to occur within and surrounding the Project Area.

Applicants are encouraged to refer to the USFWS National Wetlands Inventory (NWI) to identify wetlands or other waters within and surrounding the Project Area.

Response is limited to 5,000 characters.

ITEM 6 - Critical Habitat for Threatened and/or Endangered Species

Does USFWS final or proposed designated critical habitat for threatened and/or endangered species exist within or surrounding the Project site? ○ Yes ○ No

ITEM 7 - Evaluate Cumulative Impacts from this Project

Evaluate cumulative impacts from this Project along with others of the same type in the same general place, such as increased noise or traffic. Refer to the cumulative impacts discussion in the environmental impact statement, land management plan, or other sources as appropriate. Describe what analysis was completed as a part of the evaluation to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 8 - Significant effect on the environment

Discuss whether the proposed Project could have a significant effect on the environment due to substantial soil erosion or the loss of topsoil. Describe what analysis was completed as a part of the discussion to determine potential effects.

Response is limited to 5,000 characters.

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ITEM 9 - Potential for Damage to Scenic Resources within the Viewshed of a Highway

Discuss the potential for damage to scenic resources within the viewshed of a highway officially designated as a state scenic highway. Describe what analysis was completed as part of the discussion to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 10 - Hazardous Materials

Is the proposed Project Area located on a site included on any list compiled pursuant to Section 65962.5 of the California Government Code (hazardous materials)? ○ Yes ○ No

If YES, describe the location of the hazard relative to the Project site, the level of hazard and the measures to be taken to minimize or avoid the hazards:

ITEM 11 - Substantial adverse impacts to historical or cultural resources

Discuss the potential for the proposed Project to have any substantial adverse impacts to historical or cultural resources.

Describe what analysis was completed as a part of the discussion to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 12 - Indirect Significant Impacts

Discuss the potential for the Project to cause indirect significant impacts, such as by causing user groups to go elsewhere, causing significant impacts off-site, or significantly increasing use in the vicinity of the Project site.

Describe what analysis was completed as a part of the discussion to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 13 - Baseline conditions

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Discuss if the approval of the proposed project would change the existing baseline conditions and/or change OHV facility operations.

Response is limited to 5,000 characters.

CEQA/NEPA Attachment

All federal agencies and Federally Recognized Native American Tribe Applicants shall submit an analysis of the environmental impacts of the proposed Project comparable with the requirements of CEQA. This analysis may be in the form of completed Project-related NEPA compliance documentation for each Project or other comparable documentation prepared by the Applicant. In addition, the Applicant shall submit responses to the ERDS for each Project to allow the OHMVR Division to make a sufficient Project review to determine the appropriate level of CEQA compliance and any additional environmental documentation required from the Applicant to conform the Applicant's environmental analysis to CEQA.

Attachment Title	Attachment

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Evaluation Criteria

1. Project Cost Estimate - Q 1. (Auto populates from Cost Estimate)

1. As calculated on the Project Cost Estimate, the percentage of the cost of the Project covered by the Applicant is:

(Note: This field will auto-populate once the Cost Estimate and Evaluation Criteria are Validated.)

- ○ 76% or more (10 points)
- ○ 66% - 75% (7 points)
- ○ 51% - 65% (5 points)
- ○ 36% - 50% (4 points)
- ○ 26% - 35% (2 points)
- ○ 25% (Match minimum) (No points)

2. Natural and Cultural Resources - Q 2a., 2b., & 2c.

2. Natural and Cultural Resources - Species (Page 1) - Q 2.

a. Species

Enter the number of special-status species that are known to occur in the Project Area:

Number of special-status species:

(Check the one most appropriate)

- ○ No special-status species occur in Project Area (5 points)
- ○ One to five special-status species occur in Project Area (3 points)
- ○ Six to ten special-status species in Project Area (2 points)
- ○ More than ten special-status species occur in Project Area (No points)
- ○ Analysis has not been completed/unknown (No points)

Provide name and date of reference document that supports the selection:

b. Natural and Cultural Resources - Habitat (Page 2) - Q 2.

b. Habitat

Potential Effects on special-status species habitat.

Special-status species habitat is known to occur in the Project Area: ○ Yes ○ No
(Check the one most appropriate)

If "Yes", enter the number of special-status species habitat that is known to occur in the Project Area:

(Check the one most appropriate)

- ○ No special-status species habitat is known to occur in the Project Area (5 points)
- ○ Habitat for one to five special-status species is known to occur in Project Area (3 points)
- ○ Habitat for six to ten special-status species is known to occur in Project Area (2 points)
- ○ Habitat for more than ten special-status species is known to occur in Project Area (No Points)
- ○ Analysis has not been completed/unknown (No points)

Provide name and date of reference document that supports the selection:

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c. Cultural Resources (Page 3) - Q 2.

c. Cultural Resources

Does the Project contain cultural resources?

- ○ No (10 points)
- ○ Yes

(If "Yes", check the most appropriate below)

- ☐ Project would provide additional protection to cultural sites. Provide a detailed explanation that supports this selection (5 points)
- ☐ Identified cultural sites in the Project Area will not be affected (3 points)
- ☐ Project impacts to cultural sites will be mitigated (No points)
- ☐ Analysis has not been completed/unknown (No points)

Provide name and date of reference document that supports the selection:

3. Benefit to OHV Recreation - Q 3.

3. Project will benefit the Applicant's OHV Recreation program by:

(Check all that apply) - Scoring: Maximum of 14 points

- ☐ Restore or maintain connectivity of trail system by acquiring linkage/in-holdings (10 points)
- ☐ Providing additional OHV Opportunity (2 points)
- ☐ Expanding the types of vehicles that can use the OHV Opportunity (2 points)
- ☐ Protecting private property and land owners adjacent to the proposed acquisition from high levels of sound, trespass, and property damage (2 points)
- ☐ Resolving conflict related to OHV Recreation (2 points)

Provide a detailed explanation for each statement that was checked:

4. Primary Funding Source - Q 4.

4. Primary funding source for future development of the acquired property and operation and maintenance of developed area will be:

(Check the one most appropriate)

- ○ Applicant's operational budget. Applicant will not apply for future OHV grants (5 points)
- ○ Combination of OHV Trust Funds and operational budget (3 points)
- ○ Other grant funding (2 points)
- ○ OHV Trust Funds (No points)

Provide a detailed explanation for selection:

5. Motorized Access - Q 5.

5. The Project provides motorized trails, roads and/or open area access to the following nonmotorized recreation opportunities:

(Check all that apply) - Scoring: 2 points each, up to a maximum of 6 points

- ☐ Camping
- ☐ Birding
- ☐ Hiking
- ☐ Equestrian trails

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☐ Fishing ☐ Rock Climbing

☐ Hunting ☐ Other (specify)

Provide a detailed explanation for each statement that was checked:

6. Public Input - Q 6.

6. The Project was developed with public input prior to the preliminary Application filing deadline. Public input employed the following:

(Check all that apply)

☐ The Applicant initiated and conducted publicly noticed meeting(s), held either in-person or virtual, with the general public to discuss Project (1 point)

☐ The Applicant held a meeting(s), held either in-person or virtual, with multiple distinct stakeholders separate from their general public meeting (1 point)

Provide a detailed explanation for each statement that was checked. Identify date(s) of meetings, location(s), participants, how public was notified of the meeting, and who hosted the meeting. Applicant must identify how distinct stakeholders are stakeholder to the Project. Do not include internal agency meetings or meetings that occurred more than 12 months prior to filing the preliminary Application.

Note: For any meeting held virtually, the Applicant must notify the Division prior to virtual meeting by email at OHV.Grants@parks.ca.gov.

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Development

Background - Provide a brief description of the Applicant or Land Manager's organization/program (e.g., location and types of recreation available) - 4970.10.2(d)(1)

Provide a brief description of the Applicant or Land Manager's organization/program (e.g. location and types of recreation available):

Project Description - The Project Description shall provide sufficient clarity such that those not familiar with the Application or Project can understand what the Applicant intends to do - 4970.10.2(d)(2) Note: Do not add Project Deliverables in this box.

Please only provide a brief synopsis of what the Project entails. Project Deliverables shall be entered in the next section.

Project Description - 4970.10.2(d)(2)

List of Project Deliverables - 4970.10.2(d)(2)(A)

Breakdown each distinct Project Deliverable and what it will take to accomplish the Deliverable in the spaces below. This information should match what's in your Project Cost Estimate.

To find examples of Project Deliverables, see 'Show Documents'.

Provide a list of Project Deliverables the Applicant proposes to undertake

1. When a Project request is for funding both CEQA and/or NEPA requirements and actual Development activities, the Project shall be undertaken and funded in two phases. ○ Yes ○ No

   If Yes, list the CEQA/NEPA activities (Phase 1). If No, write N/A below.

Phase 2, if applicable. If not, fill out like regular Development Project.

#	Title	Project Deliverable Description
1.	Development Activities	
2.	Environmental/Cultural Requirements	
3.	Other (unique to Development)	

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4.	Other (unique to Development)	
5.	Other (unique to Development)	
6.	Other (unique to Development)	
7.	Other (unique to Development)	
8.	Other (unique to Development)	
9.	Other (unique to Development)	
10.	Other (unique to Development)	
11.	Other (unique to Development)	
12.	Other (unique to Development)	

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How the proposed Project relates to OHV Recreation and will add to, enhance, or otherwise sustain OHV Recreation or OHV Opportunity in the Project Area - 4970.10.2(d)(2)(B)

Describe how the proposed Project relates to OHV Recreation and will add to, enhance, or otherwise sustain OHV Recreation or OHV Opportunity in the Project Area:

Response is limited to 5,000 characters.

Size of the proposed development - 4970.10.2(d)(2)(C)

Provide the size of the proposed development:

Response is limited to 5,000 characters.

Timeline for Project Completion - 4970.10.2(d)(2)(D)

Attach a timeline for the Project completion:

Attachment Title	Attachment

The location(s) of existing OHV Opportunities in and around the Development and how the Project will affect or relate to those opportunities - 4970.10.2(d)(2)(E)

Provide the location(s) of existing OHV Opportunities in and around the Development and how the Project will affect or relate to those opportunities:

Response is limited to 5,000 characters.

District and County Information

California State Senate Districts

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Senate district(s).

☐ State Senate 01 ☐ State Senate 02 ☐ State Senate 03 ☐ State Senate 04

☐ State Senate 05 ☐ State Senate 06 ☐ State Senate 07 ☐ State Senate 08

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State Senate 09	State Senate 10	State Senate 11	State Senate 12
State Senate 13	State Senate 14	State Senate 15	State Senate 16
State Senate 17	State Senate 18	State Senate 19	State Senate 20
State Senate 21	State Senate 22	State Senate 23	State Senate 24
State Senate 25	State Senate 26	State Senate 27	State Senate 28
State Senate 29	State Senate 30	State Senate 31	State Senate 32
State Senate 33	State Senate 34	State Senate 35	State Senate 36
State Senate 37	State Senate 38	State Senate 39	State Senate 40

California State Assembly Districts

Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Assembly district(s).

State Assembly 01	State Assembly 02	State Assembly 03	State Assembly 04
State Assembly 05	State Assembly 06	State Assembly 07	State Assembly 08
State Assembly 09	State Assembly 10	State Assembly 11	State Assembly 12
State Assembly 13	State Assembly 14	State Assembly 15	State Assembly 16
State Assembly 17	State Assembly 18	State Assembly 19	State Assembly 20
State Assembly 21	State Assembly 22	State Assembly 23	State Assembly 24
State Assembly 25	State Assembly 26	State Assembly 27	State Assembly 28
State Assembly 29	State Assembly 30	State Assembly 31	State Assembly 32
State Assembly 33	State Assembly 34	State Assembly 35	State Assembly 36
State Assembly 37	State Assembly 38	State Assembly 39	State Assembly 40
State Assembly 41	State Assembly 42	State Assembly 43	State Assembly 44
State Assembly 45	State Assembly 46	State Assembly 47	State Assembly 48
State Assembly 49	State Assembly 50	State Assembly 51	State Assembly 52
State Assembly 53	State Assembly 54	State Assembly 55	State Assembly 56
State Assembly 57	State Assembly 58	State Assembly 59	State Assembly 60
State Assembly 61	State Assembly 62	State Assembly 63	State Assembly 64
State Assembly 65	State Assembly 66	State Assembly 67	State Assembly 68
State Assembly 69	State Assembly 70	State Assembly 71	State Assembly 72
State Assembly 73	State Assembly 74	State Assembly 75	State Assembly 76
State Assembly 77	State Assembly 78	State Assembly 79	State Assembly 80

California Congressional Districts

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (https://www.govtrack.us/congress/members/CA) in your browser to determine the Congressional district(s).

Congressional District 1	Congressional District 2	Congressional District 3
Congressional District 4	Congressional District 5	Congressional District 6
Congressional District 7	Congressional District 8	Congressional District 9
Congressional District 10	Congressional District 11	Congressional District 12
Congressional District 13	Congressional District 14	Congressional District 15
Congressional District 16	Congressional District 17	Congressional District 18

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☐ Congressional District 19	☐ Congressional District 20	☐ Congressional District 21
☐ Congressional District 22	☐ Congressional District 23	☐ Congressional District 24
☐ Congressional District 25	☐ Congressional District 26	☐ Congressional District 27
☐ Congressional District 28	☐ Congressional District 29	☐ Congressional District 30
☐ Congressional District 31	☐ Congressional District 32	☐ Congressional District 33
☐ Congressional District 34	☐ Congressional District 35	☐ Congressional District 36
☐ Congressional District 37	☐ Congressional District 38	☐ Congressional District 39
☐ Congressional District 40	☐ Congressional District 41	☐ Congressional District 42
☐ Congressional District 43	☐ Congressional District 44	☐ Congressional District 45
☐ Congressional District 46	☐ Congressional District 47	☐ Congressional District 48
☐ Congressional District 49	☐ Congressional District 50	☐ Congressional District 51
☐ Congressional District 52	☐ Congressional District 53	

County

Select one or more of the California Counties where the proposed project activities will occur.

☐ Alameda	☐ Alpine	☐ Amador	☐ Butte	☐ Calaveras	☐ Colusa
☐ Contra Costa	☐ Del Norte	☐ El Dorado	☐ Fresno	☐ Glenn	☐ Humboldt
☐ Imperial	☐ Inyo	☐ Kern	☐ Kings	☐ Lake	☐ Lassen
☐ Los Angeles	☐ Madera	☐ Marin	☐ Mariposa	☐ Mendocino	☐ Merced
☐ Modoc	☐ Mono	☐ Monterey	☐ Napa	☐ Nevada	☐ Orange
☐ Placer	☐ Plumas	☐ Riverside	☐ Sacramento	☐ San Benito	☐ San Bernardino
☐ San Diego	☐ San Francisco	☐ San Joaquin	☐ San Luis Obispo	☐ San Mateo	☐ Santa Barbara
☐ Santa Clara	☐ Santa Cruz	☐ Shasta	☐ Sierra	☐ Siskiyou	☐ Solano
☐ Sonoma	☐ Stanislaus	☐ Sutter	☐ Tehama	☐ Trinity	☐ Tulare
☐ Tuolumne	☐ Ventura	☐ Yolo	☐ Yuba		

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Additional Documentation

1. Conceptual Drawings and Site Plans

Provide conceptual drawings of the site depicting proposed improvements and the location of those improvements. If the Project includes construction of a building, indicate floor plans and square footage.

Attachment Title	Attachment

2. Land Tenure Certification

Local agencies shall certify to the OHMVR Division that they have adequate tenure to, and site control of, the properties to be improved. Tenure includes:

(A) Ownership,

(B) Lease,

(C) Easement, and

(D) Joint powers (or similar agreement).

Attachment Title	Attachment

3. Project Specific Maps

Project-specific maps shall include:

A map(s) containing enough detail to provide someone unfamiliar with the area the ability to locate the site. Map(s) shall show existing Facilities and proposed Facilities as part of this Project or other existing plans

Attachment Title	Attachment

4. Optional Project-Specific Application Documents

If Applicants deem it helpful to support their specific Project Application, they may submit up to two (2) pages of Project-specific photos.

Attachment Title	Attachment

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Project Cost Estimate

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
1.	**Staff**						
	Instructions : Indicate any and all staff expected to perform duties/work for the Project, by job title or classification. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Staff', and enter in the appropriate 'job title or classification' in the blank data entry field.						
	1. Staff [ ]						
2.	**Contracts**						
	Instructions : Indicate any and all contracts for services . Specify what service the contract is for. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Contracts', and enter 'a brief description' in the blank data entry field.						
	1. Contracts [ ]						
3.	**Materials / Supplies**						
	Instructions : Indicate the types of materials/supplies to be purchased and used on the Project. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Materials/Supplies', and enter 'a brief description' in the blank data entry field.						
	1. Materials / Supplies [ ]						
4.	**Equipment Use Expenses**						
	Instructions : Costs associated with Equipment used for a Project will be paid on a use basis in accordance with the Applicant's local fair market rental rates, but shall never exceed the Grantee's actual cost. The Grantee may not charge a use fee for vehicles or Equipment purchased with OHV Trust Funds, except for fuel and minor maintenance costs. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Equipment Use Expenses', and enter 'a brief description' in the blank data entry field.						
	1. Equipment Use Expenses [ ]						
5.	**Equipment Purchases**						
	Instructions : 'Equipment' means tangible property that has a normal useful life of at least one year and has a unit acquisition cost of at least $1,000 (e.g., four identical assets which cost $400 each, for a $1,600 total, would not meet the requirement). Equipment does not include expendable items such as personal safety gear, or tires. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Equipment Use', and enter 'a brief description' in the blank data entry field.						
	1. Equipment Purchases [ ]						

SAMPLE

6.	**Others**							
	Instructions : List items that do not fit into the previously mentioned categories. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Others', and enter 'a brief description' in the blank data entry field.							
	1. Others [ ]							
7.	**Indirect Costs**							
	Instructions : "Indirect Costs" means expenses incurred for the management and administration of a project (e.g., utility costs, accounting services, contract administration, postage, management personnel, telephone bills, etc.) Total Indirect Costs may not exceed 15% of the total direct Grant Request expenses. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Indirect Costs', and enter 'Indirect Costs' in the blank data entry field.							
	1. Indirect Costs [ ]							
	2. Adjustments (Rounded) [ ]							
	Totals							

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	Category	Total	Grant Req.	Match	Narrative
1.	Staff				
2.	Contracts				
3.	Materials / Supplies				
4.	Equipment Use Expenses				
5.	Equipment Purchases				
6.	Others				
7.	Indirect Costs				
	Totals				

SAMPLE

Environmental Review Data Sheet (ERDS)

ITEM 1 and ITEM 2

ITEM 1

a. Has a CEQA Notice of Determination (NOD) been filed for the Project? If checked YES, stop here. If checked NO, complete ITEM #2. ○ Yes ○ No

ITEM 2

b. Does the proposed Project include a request for funding for CEQA and/or NEPA document preparation prior to implementing the remaining Project Deliverables (i.e., is it a two-phased Project pursuant to Section 4970.06.1(b)) ○ Yes ○ No

ITEM 3 - Project under CEQA Guidelines Section 15378

NOTE: If the proposed activities are considered a "Project" under CEQA Guidelines Section 15378, the Applicant must provide an explanation for answers to ITEMS 4 – 13. Simple YES or NO responses without an explanation shall not be accepted. If an explanation can be found in NEPA or other documentation, then summarize and list the page number from which the Applicant is summarizing. For ITEMS 5–13, the Applicant may refer to Best Management Practices (BMPs), Standard Operating Practices or Procedures (SOPs), and Limited Operating Periods (LOPs), or similar standard measures described in ITEM 4, that will avoid adverse effects from the Applicant's activities.

c. Are the proposed activities a "project" under CEQA Guidelines Section 15378? If YES, complete ITEMS 4 - 13. If unsure, select YES, and complete ITEMS 4 - 13. If checked NO, complete ITEM # 3d. ○ Yes ○ No

d. The Application is requesting funds solely for personnel and support to enforce OHV laws and ensure public safety. These activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and are thus not a "Project" under CEQA. If checked YES, stop here. If checked NO, complete ITEM # 3e. ○ Yes ○ No

e. Other. Explain why proposed activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and are thus not a "project" under CEQA. E.g., Project activities involving heavy equipment, grading, etc. typically are considered a project under CEQA. DO NOT complete ITEMS 4 – 13.

ITEM 4 - Specify all standard measures (e.g., BMPs, established SOPs, or similar)

Specify all standard measures (e.g., BMPs, established SOPs, or similar) within the Project description that have been incorporated into the Project description to avoid potential impacts to biological resources, cultural resources, or other resources evaluated in the ERDS.

Response is limited to 5,000 characters.

ITEM 5 - Evaluate the Impact of this Project

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Evaluate the impact of this Project on wetlands, navigable waters, special-status species (including threatened and endangered species), and sensitive habitats. All Applicants must address all special-status species that have the potential to occur in the Project Area. Describe what analysis was completed as a part of the evaluation to determine potential impacts.

Applicants are encouraged to refer to the California Department of Fish and Wildlife California Natural Diversity Database (CNDDB) to identify special-status species that have a potential to occur within and surrounding the Project Area. If the applicant does not have a CNDDB subscription, contact your grant representative for assistance conducting this record search.

Applicants are encouraged to refer to the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) to identify special-status species, not captured by CNDDB, and USFWS designated critical habitats that have a potential to occur within and surrounding the Project Area.

Applicants are encouraged to refer to the USFWS National Wetlands Inventory (NWI) to identify wetlands or other waters within and surrounding the Project Area.

Response is limited to 5,000 characters.

ITEM 6 - Critical Habitat for Threatened and/or Endangered Species

Does USFWS final or proposed designated critical habitat for threatened and/or endangered species exist within or surrounding the Project site? ○ Yes ○ No

ITEM 7 - Evaluate Cumulative Impacts from this Project

Evaluate cumulative impacts from this Project along with others of the same type in the same general place, such as increased noise or traffic. Refer to the cumulative impacts discussion in the environmental impact statement, land management plan, or other sources as appropriate. Describe what analysis was completed as a part of the evaluation to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 8 - Significant effect on the environment

Discuss whether the proposed Project could have a significant effect on the environment due to substantial soil erosion or the loss of topsoil. Describe what analysis was completed as a part of the discussion to determine potential effects.

Response is limited to 5,000 characters.

SAMPLE

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ITEM 9 - Potential for Damage to Scenic Resources within the Viewshed of a Highway

Discuss the potential for damage to scenic resources within the viewshed of a highway officially designated as a state scenic highway. Describe what analysis was completed as part of the discussion to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 10 - Hazardous Materials

Is the proposed Project Area located on a site included on any list compiled pursuant to Section 65962.5 of the California Government Code (hazardous materials)? ○ Yes ○ No

If YES, describe the location of the hazard relative to the Project site, the level of hazard and the measures to be taken to minimize or avoid the hazards:

ITEM 11 - Substantial adverse impacts to historical or cultural resources

Discuss the potential for the proposed Project to have any substantial adverse impacts to historical or cultural resources.

Describe what analysis was completed as a part of the discussion to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 12 - Indirect Significant Impacts

Discuss the potential for the Project to cause indirect significant impacts, such as by causing user groups to go elsewhere, causing significant impacts off-site, or significantly increasing use in the vicinity of the Project site.

Describe what analysis was completed as a part of the discussion to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 13 - Baseline conditions

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Discuss if the approval of the proposed project would change the existing baseline conditions and/or change OHV facility operations.

Response is limited to 5,000 characters.

CEQA/NEPA Attachment

All federal agencies and Federally Recognized Native American Tribe Applicants shall submit an analysis of the environmental impacts of the proposed Project comparable with the requirements of CEQA. This analysis may be in the form of completed Project-related NEPA compliance documentation for each Project or other comparable documentation prepared by the Applicant. In addition, the Applicant shall submit responses to the ERDS for each Project to allow the OHMVR Division to make a sufficient Project review to determine the appropriate level of CEQA compliance and any additional environmental documentation required from the Applicant to conform the Applicant's environmental analysis to CEQA.

Attachment Title	Attachment

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Soil Conservation

PART 1 - DETERMINE THE NEED FOR FULL SOIL CONSERVATION PLAN (SCP)

All Applicants submitting Projects involving Ground Disturbing Activities shall submit a Soil Conservation Plan that clearly identifies what proposed Project(s) will be addressed and how the Soil Conservation Standard will be achieved for each proposed Project. The Soil Conservation Plan must cover the combined Project Area of all proposed Projects with Ground Disturbing Activities.

Applicants able to certify that none of the proposed activities listed in the Application have potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability, shall submit the Soil Conservation Plan form only. Applicants who cannot certify that the proposed activities listed in the Application will have no potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities or generate soil loss that exceeds restorability shall submit the Soil Conservation Plan form and a Soil Conservation Plan (refer to 14 CCR Section 4970.06.3).

Applicants who cannot certify that the proposed activities listed in the Application in areas open to legal OHV Recreation have no potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability shall submit SCP Parts 1 and 2.

1. Do any of proposed Projects involve Ground Disturbing Activities? (If you checked YES, complete # Question 2. If you checked NO, stop here). ○ Yes ○ No

2. Can the Applicant certify that none of the proposed Projects with Ground Disturbing Activities, including the OHV Recreation directly facilitated by these activities, have potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability? (If you checked YES complete SCP Form Item #2. If you checked NO, stop here). ○ Yes ○ No

SCP Form Item #2

Discuss the analysis and justification used to certify that the proposed Project, or OHV Recreation activity, does not have the potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability.

SAMPLE

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Soil Conservation

PART 2 - DETERMINE THE NEED FOR FULL SOIL CONSERVATION PLAN (SCP)

1. Do any of proposed Projects involve Ground Disturbing Activities? (If you checked YES, complete # Question 2. If you checked NO, stop here). ○ Yes ○ No

2. Did the Applicant certify that none of the proposed Projects with Ground Disturbing Activities, including the OHV Recreation directly facilitated by these activities, have potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability? (If you checked YES, stop here. If you checked NO, complete the Soil Conservation Plan on the next page). ○ Yes ○ No

PART 2 - SOIL CONSERVATION PLAN

In order to qualify for consideration of its Application, all Applicants submitting proposed Project(s) involving Ground Disturbing Activity shall submit a Soil Conservation Plan that clearly identifies what proposed Project(s) will be addressed and how the Soil Conservation Standard will be achieved for each proposed Project. The Soil Conservation Plan shall encompass all Project Areas for every Project with Ground Disturbing Activities for which funding is requested (Reference 2022 Regulations (Rev. 1/22), Section 4970.06.3).

Click on 'Show Documents' located in the upper right-hand corner of the screen to access the Soil Conservation Plan Checklist and the Soil Conservation Standards and Guidelines.

When you have completed a Soil Conservation Plan for the proposed Project(s) involving Ground Disturbing Activity, click the 'Browse...' button to attach the plan and enter a title in the 'Attachment Title' field (e.g., Soil Conservation Plan 2013-2014).

Attachment Title	Attachment

PART 2 - SOIL CONSERVATION PLAN - Additional attachments (large size)

To upload large files over 25 MB, please click on the blue up arrow image. This will open up an popup window to upload attachment.
Click the 'Browse...' button to attach the HMP and click on Save to save attachment.
Once the attachment popup window is closed, click on Save button on the main screen.

i. Attachment 1

ii. Attachment 2

iii. Attachment 3

iv. Attachment 4

v. Attachment 5

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Evaluation Criteria

1 Project Cost Estimate - Q 1. (Auto populates from Cost Estimate)

1. As calculated on the Project Cost Estimate, the percentage of the Project costs covered by the Applicant is:

(Note: This field will auto-populate once the Cost Estimate and Evaluation Criteria are Validated.)

- ○ 76% or more (10 points)
- ○ 66% - 75% (7 points)
- ○ 51% - 65% (5 points)
- ○ 36% - 50% (4 points)
- ○ 26% - 35% (2 points)
- ○ 25% (Match minimum) (No points)

2 Natural and Cultural Resources - Q 2a., 2b., & 2c.

2. Natural and Cultural Resources - Species (Page 1) - Q 2.

a. Species

Enter the number of special-status species that are known to occur in the Project Area.

Number of special-status species:

(Check the one most appropriate)

- ○ No Special-status species occur in Project Area (5 points)
- ○ One to five special-status species occur in Project Area (3 points)
- ○ Six to ten special-status species in Project Area (2 points)
- ○ More than ten special-status species occur in Project Area (No points)
- ○ Analysis has not been completed/unknown (No points)

Provide name and date of Reference document that supports the selection:

b. Natural and Cultural Resources - Habitat (Page 2) - Q 2.

b. Habitat

Potential effects on special-status species habitat.

Special-status species habitat is known to occur in the Project Area: ○ Yes ○ No
(Check the one most appropriate)

If "Yes", enter the number of special-status species habitat that is known to occur in the Project Area:

(Check the one most appropriate)

- ○ No special-status species habitat is known to occur in the Project Area (5 points)
- ○ Habitat for one to five special-status species is known to occur in Project Area (3 points)
- ○ Habitat for six to ten special-status species is known to occur in Project Area (2 points)
- ○ Habitat for more than ten special-status species is known to occur in Project Area (No Points)
- ○ Analysis has not been completed/unknown (No points)

Provide name and date of Reference document that supports the selection:

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c. Cultural Resources (Page 3) - Q 2.

c. Cultural Resources

Does the Project contain cultural resources?

- ○ No (10 points)
- ○ Yes

Type of Cultural Resources

(If "Yes", check the most appropriate below)

- ☐ Project would provide additional protection to cultural sites. Provide a detailed explanation that supports this selection (5 points)
- ☐ Identified cultural sites in the Project Area will not be affected (3 points)
- ☐ Project impacts to cultural sites will be mitigated (No points)
- ☐ Analysis has not been completed/unknown (No points)

Provide name and date of Reference document that supports the selection:

3 Riparian/Wetland Issues - Q 3.

3. Does the Project Area contain riparian/wetland issues?

(Check the one most appropriate)

- ○ No (10 points)
- ○ Yes

The Project utilizes the following techniques to prevent damage to or restore riparian/wetland areas:

(If "Yes", check all that apply and provide a detailed explanation that support the selection)

(Check all that apply)

- ☐ Re-routes to divert trails away from riparian/wetlands areas (2 points)
- ☐ Well-documented evaluation and monitoring strategies (Provide name and date of reference document) (2 points)
- ☐ Provide bridges instead of wet crossings (2 points)
- ☐ Provide sanitary facilities (2 points)
- ☐ Restrict public vehicular access in riparian/wetland areas by placing physical barriers (e.g., gates, fences, bollard, boulders) (2 points)

4 Diversified Use - Q 4.

4. The Project is designed to provide for diversified OHV use:

(Check all that apply) - Scoring: 1 point each, up to a maximum of 6 points

- ☐ ATV
- ☐ 4X4
- ☐ Motorcycle
- ☐ Recreation Utility Vehicle (RUV)/Side-by-Side
- ☐ Snowmobile
- ☐ Dune buggy, rail

Provide a detailed explanation of how each vehicle type will benefit from this Project:

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5 Publicly Reviewed Plan - Q 5.

5. Is there a publicly reviewed and adopted plan and/or environmental document that supports the need for the Project?

(Check the one most appropriate)

- ○ No (No points)
- ○ Yes (5 points)

Provide name and date of plan:

6 Recycled Materials - Q 6.

6. At least 50% of the construction materials used for the Project contain recycled content, such as:

- Materials diverted from landfills
- Recycled plastic lumber
- Fly ash content concrete

(Check the one most appropriate)

- ○ No (No points)
- ○ Yes (5 points)

Provide a detailed explanation for the "Yes" response:

7 Sustainable Technologies - Q 7.

7. At least 50% of the Project uses sustainable technologies, such as:

- Alternative fuel vehicles and equipment
- Repaving with permeable asphalt
- Renewable energy sources (e.g., solar, wind)
- Low volatile organic compound emission materials (e.g., paint, sealants, carpet)
- Practices that meet U.S. Green Building Council LEED Silver standard
- Low-flow plumbing fixtures
- Water efficient landscaping

(Check the one most appropriate)

- ○ No (No points)
- ○ Yes (5 points)

Provide a detailed explanation for the "Yes" response:

8 Sustain Existing OHV Recreation - Q 8.

8. The Project is designed to sustain existing OHV Recreation:

(Check the one most appropriate)

- ○ Project directly improves or sustains existing OHV Opportunity (3 points)
- ○ Project improves support facilities associated with existing OHV Opportunity (2 points)

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○ Project involves construction of a facility associated with new OHV Opportunity (No points)

○ None of the above (No points)

Provide a detailed explanation to support selection:

9 Motorized Access - Q 9.

9. The Project improves or creates a new trail that provide motorized access to the following non-motorized recreation opportunities (Respond ONLY if Development Project involves road(s) or trail(s)):

(Check all that apply) - Scoring: 2 points each, up to a maximum of 6 points

☐ Camping
☐ Hiking
☐ Fishing
☐ Hunting
☐ Birding
☐ Equestrian trails
☐ Rock Climbing
☐ Other (specify)

Provide a detailed explanation for each statement that was checked:

10 Public Input - Q 10.

10. The Project was developed with public input prior to the preliminary Application filing deadline. Public input employed the following:

(Check all that apply)

☐ The Applicant initiated and conducted publicly noticed meeting(s), held either in-person or virtual, with the general public to discuss Project (1 point)

☐ The Applicant held a meeting(s), held either in-person or virtual, with multiple distinct stakeholders separate from their general public meeting (1 point)

Provide a detailed explanation for each statement that was checked. Identify date(s) of meetings, location(s), participants, how public was notified of the meeting, and who hosted the meeting. Applicant must identify how distinct stakeholders are stakeholder to the Project. Do not include internal agency meetings or meetings that occurred more than 12 months prior to filing the preliminary Application:

Note: For any meeting held virtually, the Applicant must notify the Division prior to the virtual meeting by email at OHV.Grants@parks.ca.gov.

11 Utilization of Partnerships - Q 11.

11. The Project will utilize partnerships to successfully accomplish the Project. Identify the number of organizations that will actively participate in the Project. Partners cannot include any unit of the OHVMR Division, subcontractors, any participant being paid by this OHV Grant and Cooperative agreement, or any Grantee receiving Grant funds for a Project in the Project Area as specified in this Application.

(Check the one most appropriate)

○ 4 or more (4 points)

○ 2 to 3 (2 points)

○ 1 (1 point)

○ None (No points)

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List each partner organization(s) separately and provide a detailed explanation for how each partner will participate in the Project:

12 Primary Funding Source - Q 12.

12. Primary funding source for all future operational costs associated with the Project will be:

(Check the one most appropriate)

- ○ Applicant's operational budget. Applicant will not apply for future OHV grants (5 points)
- ○ Combination of OHV Trust Funds and operational budget (3 points)
- ○ OHV Trust Funds (No points)

Provide a detailed explanation:

13 Offsite Impacts - Q 13.

13. Offsite impacts relative to the Project Area have been addressed:

(Check the one most appropriate)

- ○ No (No points)
- ○ Yes

(If "Yes", check all that apply and provide a detailed explanation how they have been addressed) - Scoring: 1 point each, up to a maximum of 5 points.

- ☐ Sound
- ☐ Fugitive Dust
- ☐ Runoff
- ☐ Erosion
- ☐ Traffic
- ☐ Wildlife
- ☐ Other

Provide a detailed explanation for a 'Yes' response:

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Ground Operations

Background - Provide a brief description of the Applicant or Land Manger's organization/program (e.g., location and types of recreation available) - 4970.10.1(d)(1)

Provide a brief description of the Applicant or Land Manager's organization/program (e.g. location and types of recreation available):

Project Description - The Project Description shall provide sufficient clarity such that those not familiar with the Application or Project can understand what the Applicant intends to do - 4970.10.1(d)(2) Note: Do not add Project Deliverables in this box.

Please only provide a brief synopsis of what the Project entails. Project Deliverables shall be entered in the next section.

Project Description - 4970.10.1(d)(2)

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List of Project Deliverables - 4970.10.1(d)(2)(A)

Breakdown each distinct Project Deliverable and what it will take to accomplish the Deliverable in the spaces below. This information should match what's in your Project Cost Estimate.

To find examples of Project Deliverables, see 'Show Documents'.

Provide a list of Project Deliverables the Applicant proposes to undertake

#	Title	Project Deliverable Description
1.	Trail/Road Maintenance	
2.	Track Maintenance	
3.	Open Area Maintenance	
4.	Facility Maintenance/Improvements	
5.	Signing	

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6.	Fencing/Barriers	
7.	Environmental/Cultural Requirements	
8.	Public Outreach/Visitor Services	
9.	Winter Activities – Only for areas specific to where winter OHV recreation occurs. Note: All activities within State funded OSV grooming contract areas are prohibited)	
10.	Other (unique to Ground Operations)	
11.	Other (unique to Ground Operations)	

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12.	Other (unique to Ground Operations)	

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How the proposed Project relates to OHV Recreation and will add to, enhance, or otherwise sustain OHV Recreation or OHV Opportunity in the Project Area - 4970.10.1(d)(2)(B)

Describe how the proposed Project relates to OHV Recreation and will add to, enhance, or otherwise sustain OHV Recreation or OHV Opportunity in the Project Area:

Response is limited to 5,000 characters.

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Describe the size of the specific Project Area(s) in acres and/or miles - 4970.10.1(d)(2)(C)

Describe the size of the apecific Project Area(s) in acres and/or miles

Response is limited to 5,000 characters.

The locations and descriptions of existing OHV Opportunities in and around the Project Area - 4970.10.1(d)(2)(D)

Provide the locations and descriptions of existing OHV Opportunities in and around the Project Area:

Response is limited to 5,000 characters.

Rerouting Requirements - 4970.10.1(d)(3)

Rerouting - 4970.10.1(d)(3)

Necessary rerouting of roads and trails to address operational concerns requires submission of a Project timeline, conceptual drawings and site plans. See Section 4970.10.2(d)(3) for instructions.

(a) Does your project involve rerouting of any roads and trails? ☐ Yes ☐ No

If response to question (a) is 'Yes', a Project timeline, conceptual drawings and site plans are required (See 'Attachments' tab at the top of the screen)

If response to question (a) is 'No', skip details related to rerouting

District and County Information

California State Senate Districts

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Senate district(s).

☐ State Senate 01	☐ State Senate 02	☐ State Senate 03	☐ State Senate 04
☐ State Senate 05	☐ State Senate 06	☐ State Senate 07	☐ State Senate 08
☐ State Senate 09	☐ State Senate 10	☐ State Senate 11	☐ State Senate 12
☐ State Senate 13	☐ State Senate 14	☐ State Senate 15	☐ State Senate 16
☐ State Senate 17	☐ State Senate 18	☐ State Senate 19	☐ State Senate 20
☐ State Senate 21	☐ State Senate 22	☐ State Senate 23	☐ State Senate 24
☐ State Senate 25	☐ State Senate 26	☐ State Senate 27	☐ State Senate 28
☐ State Senate 29	☐ State Senate 30	☐ State Senate 31	☐ State Senate 32
☐ State Senate 33	☐ State Senate 34	☐ State Senate 35	☐ State Senate 36
☐ State Senate 37	☐ State Senate 38	☐ State Senate 39	☐ State Senate 40

California State Assembly Districts

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Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Assembly district(s).

State Assembly 01	State Assembly 02	State Assembly 03	State Assembly 04
State Assembly 05	State Assembly 06	State Assembly 07	State Assembly 08
State Assembly 09	State Assembly 10	State Assembly 11	State Assembly 12
State Assembly 13	State Assembly 14	State Assembly 15	State Assembly 16
State Assembly 17	State Assembly 18	State Assembly 19	State Assembly 20
State Assembly 21	State Assembly 22	State Assembly 23	State Assembly 24
State Assembly 25	State Assembly 26	State Assembly 27	State Assembly 28
State Assembly 29	State Assembly 30	State Assembly 31	State Assembly 32
State Assembly 33	State Assembly 34	State Assembly 35	State Assembly 36
State Assembly 37	State Assembly 38	State Assembly 39	State Assembly 40
State Assembly 41	State Assembly 42	State Assembly 43	State Assembly 44
State Assembly 45	State Assembly 46	State Assembly 47	State Assembly 48
State Assembly 49	State Assembly 50	State Assembly 51	State Assembly 52
State Assembly 53	State Assembly 54	State Assembly 55	State Assembly 56
State Assembly 57	State Assembly 58	State Assembly 59	State Assembly 60
State Assembly 61	State Assembly 62	State Assembly 63	State Assembly 64
State Assembly 65	State Assembly 66	State Assembly 67	State Assembly 68
State Assembly 69	State Assembly 70	State Assembly 71	State Assembly 72
State Assembly 73	State Assembly 74	State Assembly 75	State Assembly 76
State Assembly 77	State Assembly 78	State Assembly 79	State Assembly 80

California Congressional Districts

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (https://www.govtrack.us/congress/members/CA) in your browser to determine the Congressional district(s).

Congressional District 1	Congressional District 2	Congressional District 3
Congressional District 4	Congressional District 5	Congressional District 6
Congressional District 7	Congressional District 8	Congressional District 9
Congressional District 10	Congressional District 11	Congressional District 12
Congressional District 13	Congressional District 14	Congressional District 15
Congressional District 16	Congressional District 17	Congressional District 18
Congressional District 19	Congressional District 20	Congressional District 21
Congressional District 22	Congressional District 23	Congressional District 24
Congressional District 25	Congressional District 26	Congressional District 27
Congressional District 28	Congressional District 29	Congressional District 30
Congressional District 31	Congressional District 32	Congressional District 33
Congressional District 34	Congressional District 35	Congressional District 36
Congressional District 37	Congressional District 38	Congressional District 39
Congressional District 40	Congressional District 41	Congressional District 42
Congressional District 43	Congressional District 44	Congressional District 45
Congressional District 46	Congressional District 47	Congressional District 48

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- [ ] Congressional District 49
- [ ] Congressional District 50
- [ ] Congressional District 51
- [ ] Congressional District 52
- [ ] Congressional District 53

County

Select one or more of the California Counties where the proposed project activities will occur.

[ ] Alameda	[ ] Alpine	[ ] Amador	[ ] Butte	[ ] Calaveras	[ ] Colusa
[ ] Contra Costa	[ ] Del Norte	[ ] El Dorado	[ ] Fresno	[ ] Glenn	[ ] Humboldt
[ ] Imperial	[ ] Inyo	[ ] Kern	[ ] Kings	[ ] Lake	[ ] Lassen
[ ] Los Angeles	[ ] Madera	[ ] Marin	[ ] Mariposa	[ ] Mendocino	[ ] Merced
[ ] Modoc	[ ] Mono	[ ] Monterey	[ ] Napa	[ ] Nevada	[ ] Orange
[ ] Placer	[ ] Plumas	[ ] Riverside	[ ] Sacramento	[ ] San Benito	[ ] San Bernardino
[ ] San Diego	[ ] San Francisco	[ ] San Joaquin	[ ] San Luis Obispo	[ ] San Mateo	[ ] Santa Barbara
[ ] Santa Clara	[ ] Santa Cruz	[ ] Shasta	[ ] Sierra	[ ] Siskiyou	[ ] Solano
[ ] Sonoma	[ ] Stanislaus	[ ] Sutter	[ ] Tehama	[ ] Trinity	[ ] Tulare
[ ] Tuolumne	[ ] Ventura	[ ] Yolo	[ ] Yuba		

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Additional Documentation

1. **Project Timeline (Required if project includes necessary rerouting)**

Attachment Title	Attachment

2. **Conceptual Drawings and Site Plans (Required if project includes necessary rerouting)**

Attachment Title	Attachment

3 **Project-Specific Maps**

The project-specific map(s) shall include the location of trails and other Facilities along with related OHV Opportunities, or other lands being served by the facilities.

Attachment Title	Attachment

4. **Optional Project-Specific Application Documents**

If Applicants deem it helpful to support their specific Project Application, they may submit up to two (2) pages of Project-specific photos

Attachment Title	Attachment

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Project Cost Estimate

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
1.	**Staff**						
	Instructions : Indicate any and all staff expected to perform duties/work for the Project, by job title or classification. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Staff', and enter in the appropriate 'job title or classification' in the blank data entry field.						
	1. Staff [ ]						
2.	**Contracts**						
	Instructions : Indicate any and all contracts for services . Specify what service the contract is for. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Contracts', and enter 'a brief description' in the blank data entry field.						
	1. Contracts [ ]						
3.	**Materials / Supplies**						
	Instructions : Indicate the types of materials/supplies to be purchased and used on the Project. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Materials/Supplies', and enter 'a brief description' in the blank data entry field.						
	1. Materials / Supplies [ ]						
4.	**Equipment Use Expenses**						
	Instructions : Costs associated with Equipment used for a Project will be paid on a use basis in accordance with the Applicant's local fair market rental rates, but shall never exceed the Grantee's actual cost. The Grantee may not charge a use fee for vehicles or Equipment purchased with OHV Trust Funds, except for fuel and minor maintenance costs. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Equipment Use Expenses', and enter 'a brief description' in the blank data entry field.						
	1. Equipment Use Expenses [ ]						
5.	**Equipment Purchases**						
	Instructions : 'Equipment' means tangible property that has a normal useful life of at least one year and has a unit acquisition cost of at least $1,000 (e.g., four identical assets which cost $400 each, for a $1,600 total, would not meet the requirement). Equipment does not include expendable items such as personal safety gear, or tires. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Equipment Use', and enter 'a brief description' in the blank data entry field.						
	1. Equipment Purchases [ ]						

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6.	**Others**						
	Instructions : List items that do not fit into the previously mentioned categories. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Others', and enter 'a brief description' in the blank data entry field.						
	1. Others [ ]						
7.	**Indirect Costs**						
	Instructions : "Indirect Costs" means expenses incurred for the management and administration of a project (e.g., utility costs, accounting services, contract administration, postage, management personnel, telephone bills, etc.) Total Indirect Costs may not exceed 15% of the total direct Grant Request expenses. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Indirect Costs', and enter 'Indirect Costs' in the blank data entry field.						
	1. Indirect Costs [ ]						
	2. Adjustments (Rounded) [ ]						
	Totals						

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	Category	Total	Grant Req.	Match	Narrative
1.	Staff				
2.	Contracts				
3.	Materials / Supplies				
4.	Equipment Use Expenses				
5.	Equipment Purchases				
6.	Others				
7.	Indirect Costs				
	Totals				

SAMPLE

Environmental Review Data Sheet (ERDS)

ITEM 1 and ITEM 2

ITEM 1

a. Has a CEQA Notice of Determination (NOD) been filed for the Project? If checked YES, stop here. If checked NO, complete ITEM #2. ○ Yes ○ No

ITEM 2

b. Does the proposed Project include a request for funding for CEQA and/or NEPA document preparation prior to implementing the remaining Project Deliverables (i.e., is it a two-phased Project pursuant to Section 4970.06.1(b)) ○ Yes ○ No

ITEM 3 - Project under CEQA Guidelines Section 15378

NOTE: If the proposed activities are considered a "Project" under CEQA Guidelines Section 15378, the Applicant must provide an explanation for answers to ITEMS 4 – 13. Simple YES or NO responses without an explanation shall not be accepted. If an explanation can be found in NEPA or other documentation, then summarize and list the page number from which the Applicant is summarizing. For ITEMS 5–13, the Applicant may refer to Best Management Practices (BMPs), Standard Operating Practices or Procedures (SOPs), and Limited Operating Periods (LOPs), or similar standard measures described in ITEM 4, that will avoid adverse effects from the Applicant's activities.

c. Are the proposed activities a "project" under CEQA Guidelines Section 15378? If YES, complete ITEMS 4 - 13. If unsure, select YES, and complete ITEMS 4 - 13. If checked NO, complete ITEM # 3d. ○ Yes ○ No

d. The Application is requesting funds solely for personnel and support to enforce OHV laws and ensure public safety. These activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and are thus not a "Project" under CEQA. If checked YES, stop here. If checked NO, complete ITEM # 3e. ○ Yes ○ No

e. Other. Explain why proposed activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and are thus not a "project" under CEQA. E.g., Project activities involving heavy equipment, grading, etc. typically are considered a project under CEQA. DO NOT complete ITEMS 4 – 13.

ITEM 4 - Specify all standard measures (e.g., BMPs, established SOPs, or similar)

Specify all standard measures (e.g., BMPs, established SOPs, or similar) within the Project description that have been incorporated into the Project description to avoid potential impacts to biological resources, cultural resources, or other resources evaluated in the ERDS.

Response is limited to 5,000 characters.

ITEM 5 - Evaluate the Impact of this Project

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Evaluate the impact of this Project on wetlands, navigable waters, special-status species (including threatened and endangered species), and sensitive habitats. All Applicants must address all special-status species that have the potential to occur in the Project Area. Describe what analysis was completed as a part of the evaluation to determine potential impacts.

Applicants are encouraged to refer to the California Department of Fish and Wildlife California Natural Diversity Database (CNDDB) to identify special-status species that have a potential to occur within and surrounding the Project Area. If the applicant does not have a CNDDB subscription, contact your grant representative for assistance conducting this record search.

Applicants are encouraged to refer to the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) to identify special-status species, not captured by CNDDB, and USFWS designated critical habitats that have a potential to occur within and surrounding the Project Area.

Applicants are encouraged to refer to the USFWS National Wetlands Inventory (NWI) to identify wetlands or other waters within and surrounding the Project Area.

Response is limited to 5,000 characters.

ITEM 6 - Critical Habitat for Threatened and/or Endangered Species

Does USFWS final or proposed designated critical habitat for threatened and/or endangered species exist within or surrounding the Project site? ○ Yes ○ No

ITEM 7 - Evaluate Cumulative Impacts from this Project

Evaluate cumulative impacts from this Project along with others of the same type in the same general place, such as increased noise or traffic. Refer to the cumulative impacts discussion in the environmental impact statement, land management plan, or other sources as appropriate. Describe what analysis was completed as a part of the evaluation to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 8 - Significant effect on the environment

Discuss whether the proposed Project could have a significant effect on the environment due to substantial soil erosion or the loss of topsoil. Describe what analysis was completed as a part of the discussion to determine potential effects.

Response is limited to 5,000 characters.

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ITEM 9 - Potential for Damage to Scenic Resources within the Viewshed of a Highway

Discuss the potential for damage to scenic resources within the viewshed of a highway officially designated as a state scenic highway. Describe what analysis was completed as part of the discussion to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 10 - Hazardous Materials

Is the proposed Project Area located on a site included on any list compiled pursuant to Section 65962.5 of the California Government Code (hazardous materials)? ○ Yes ○ No

If YES, describe the location of the hazard relative to the Project site, the level of hazard and the measures to be taken to minimize or avoid the hazards:

ITEM 11 - Substantial adverse impacts to historical or cultural resources

Discuss the potential for the proposed Project to have any substantial adverse impacts to historical or cultural resources.

Describe what analysis was completed as a part of the discussion to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 12 - Indirect Significant Impacts

Discuss the potential for the Project to cause indirect significant impacts, such as by causing user groups to go elsewhere, causing significant impacts off-site, or significantly increasing use in the vicinity of the Project site.

Describe what analysis was completed as a part of the discussion to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 13 - Baseline conditions

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Discuss if the approval of the proposed project would change the existing baseline conditions and/or change OHV facility operations.

Response is limited to 5,000 characters.

CEQA/NEPA Attachment

All federal agencies and Federally Recognized Native American Tribe Applicants shall submit an analysis of the environmental impacts of the proposed Project comparable with the requirements of CEQA. This analysis may be in the form of completed Project-related NEPA compliance documentation for each Project or other comparable documentation prepared by the Applicant. In addition, the Applicant shall submit responses to the ERDS for each Project to allow the OHMVR Division to make a sufficient Project review to determine the appropriate level of CEQA compliance and any additional environmental documentation required from the Applicant to conform the Applicant's environmental analysis to CEQA.

Attachment Title	Attachment

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Soil Conservation

PART 1 - DETERMINE THE NEED FOR FULL SOIL CONSERVATION PLAN (SCP)

All Applicants submitting Projects involving Ground Disturbing Activities shall submit a Soil Conservation Plan (SCP) that achieves the Soil Conservation Standard with regard to the proposed Project(s). The SCP must cover the combined Project Area of all proposed Projects with Ground Disturbing Activities.

Applicants able to certify that none of the proposed activities listed in the Application in areas open to legal OHV Recreation have potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability, shall submit SCP Part 1.

Applicants who cannot certify that the proposed activities listed in the Application in areas open to legal OHV Recreation have no potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability shall submit SCP Parts 1 and 2.

1. Do any of proposed Projects involve Ground Disturbing Activities? (If you checked YES, complete # Question 2. If you checked NO, stop here). ○ Yes ○ No

2. Can the Applicant certify that none of the proposed Projects with Ground Disturbing Activities, including the OHV Recreation directly facilitated by these activities, have potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability? (If you checked YES complete SCP Form Item #2. If you checked NO, stop here). ○ Yes ○ No

SCP Form Item #2

Discuss the analysis and justification used to certify that the proposed Project, or OHV Recreation activity, does not have the potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability.

SAMPLE

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Soil Conservation

PART 2 - DETERMINE THE NEED FOR FULL SOIL CONSERVATION PLAN (SCP)

1. Do any of proposed Projects involve Ground Disturbing Activities? (If you checked YES, complete # Question 2. If you checked NO, stop here). ○ Yes ○ No

2. Did the Applicant certify that none of the proposed Projects with Ground Disturbing Activities, including the OHV Recreation directly facilitated by these activities, have potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability? (If you checked YES, stop here. If you checked NO, complete the Soil Conservation Plan on the next page). ○ Yes ○ No

PART 2 - SOIL CONSERVATION PLAN

In order to qualify for consideration of its Application, all Applicants submitting proposed Project(s) involving Ground Disturbing Activity shall submit a Soil Conservation Plan that clearly identifies what proposed Project(s) will be addressed and how the Soil Conservation Standard will be achieved for each proposed Project. The Soil Conservation Plan shall encompass all Project Areas for every Project with Ground Disturbing Activities for which funding is requested (Reference 2022 Regulations (Rev. 1/22), Section 4970.06.3).

Click on 'Show Documents' located in the upper right-hand corner of the screen to access the Soil Conservation Plan Checklist and the Soil Conservation Standards and Guidelines.

When you have completed a Soil Conservation Plan for the proposed Project(s) involving Ground Disturbing Activity, click the 'Browse...' button to attach the plan and enter a title in the 'Attachment Title' field (e.g., Soil Conservation Plan 2022).

Attachment Title	Attachment

PART 2 - SOIL CONSERVATION PLAN - Additional attachments (large size)

To upload large files over 25 MB, please click on the blue up arrow image. This will open up an popup window to upload attachment.
Click the 'Browse...' button to attach the HMP and click on Save to save attachment.
Once the attachment popup window is closed, click on Save button on the main screen.

i. Attachment 1
ii. Attachment 2
iii. Attachment 3
iv. Attachment 4
v. Attachment 5

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Evaluation Criteria

1. Project Cost Estimate - Q 1. (Auto populates from Cost Estimate)

1. As calculated on the Project Cost Estimate, the percentage of the cost of the Project covered by the Applicant is:

(Note: This field will auto-populate once the Cost Estimate and Evaluation Criteria are Validated.)

- ○ 76% or more (10 points)
- ○ 66% - 75% (7 points)
- ○ 51% - 65% (5 points)
- ○ 36% - 50% (4 points)
- ○ 26% - 35% (2 points)
- ○ 25% (Match minimum) (No points)

2. Failure to Complete - Q 2.

2. Failure to complete the Project will result in:

(Check all that apply) - Scoring: Maximum of 8 points

- ☐ Loss of OHV Opportunity (6 points)
- ☐ Negative impact to cultural sites (2 points)
- ☐ Damage to special-status species or other sensitive habitat (2 points)
- ☐ Potential trespass (2 points)
- ☐ Additional damage to Facilities (1 point)

Provide a detailed explanation for each statement that was checked:

3. Sustain OHV Opportunity - Q 3.

3. The Project will sustain OHV Opportunity by:

(Check all that apply)

- ☐ Maintaining trails that provide for multi-use (ATV, Dirt Bikes, 4x4, etc.) (5 points)
- ☐ Installing or repairing erosion control features (3 points)
- ☐ Providing traffic control and/or educational signage (3 points)
- ☐ Maintaining trail or road tread for single vehicle use (1 point)
- ☐ Providing varied levels of riding difficulty (1 point)

Provide a detailed explanation for each statement that was checked:

4. Public Input - Q 4.

4. The Project was developed with public input prior to the preliminary Application filing deadline. Public input employed the following:

(Check all that apply)

- ☐ The Applicant initiated and conducted publicly noticed meeting(s), held either in-person or virtual, with the general public to discuss Project (1 point)
- ☐ The Applicant held a meeting(s), held either in-person or virtual, with multiple distinct stakeholders separate from their general public meeting (1 point)

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Provide a detailed explanation for each statement that was checked. Identify date(s) of meetings, location(s), participants, how public was notified of the meeting, and who hosted the meeting. Applicant must identify how distinct stakeholders are stakeholder to the Project. Do not include internal agency meetings or meetings that occurred more than 12 months prior to filing the preliminary Application:

Note: For any meeting held virtually, the Applicant must notify the Division prior to the virtual meeting by email at OHV.Grants@parks.ca.gov.

5. Utilization of Partnerships - Q 5.

5. The Project will utilize partnerships to successfully accomplish the Project. Identify the number of organizations that will actively participate in the Project. Partners cannot include any unit of the OHVMR Division, subcontractors, any participant being paid by this OHV Grant and Cooperative agreement, or any Grantee receiving Grant funds for a Project in the Project Area as specified in this Application.

(Check the one most appropriate)

- ○ 4 or more (4 points)
- ○ 2 to 3 (2 points)
- ○ 1 (1 point)
- ○ None (No points)

List each partner organization(s) separately and provide a detailed explanation for how each partner(s) will participate in the Project:

6. Impact to Natural and Cultural Resources - Q 6.

6. The Project will avoid and/or minimize impact to natural and cultural resources by:

(Check all that apply) - Scoring: Maximum of 7 points

- ☐ Controlling OHV use (i.e. signage, route delineation, etc.) (1 point)
- ☐ Protecting water quality (1 point)
- ☐ Providing an alternative to wet crossings where appropriate (1 point)
- ☐ Protecting special-status species (1 point)
- ☐ Re-routing trails to divert away from riparian/wetlands areas (1 point)
- ☐ Providing sanitary facilities (1 point)
- ☐ Protecting cultural site(s) (1 point)
- ☐ Site is completely fenced and has no impacts to natural and cultural resources (7 points)

Provide a detailed explanation for each statement that was checked:

7. Recycled Materials - Q 7.

7. The Project incorporates recycled materials by utilizing:

(Check all that apply)

- ☐ Barrier materials which include recycled content or materials obtained onsite (1 point)
- ☐ Signs, sign posts or education kiosks which use products with recycled content (1 point)
- ☐ Erosion control features which use materials with recycled content or materials obtained onsite (1 point)
- ☐ Paper used for trail maps which includes recycled content (1 point)

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☐ Other products with recycled content (Specify) (1 point)

8. Motorized Access - Q 8.

8. The Project improves and/or maintains facilities that provide motorized access to the following non-motorized recreation opportunities (Respond ONLY if Ground Operations Project involves trail maintenance).

(Check all that apply) - Scoring: 2 points each, up to a maximum of 6 points

☐ Camping
☐ Hiking
☐ Fishing
☐ Hunting
☐ Birding
☐ Equestrian trails
☐ Rock Climbing
☐ Other (specify)

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Law Enforcement

ITEM 1. Proposed Project

Describe the proposed enforcement Project including the geographical area served, educational outreach, and circumstances unique to the Applicant.

Response is limited to 5,000 characters.

ITEM 2. Project Coverage

Describe the number of miles, acreage or square miles patrolled

Response is limited to 5,000 characters.

ITEM 3. Describe the frequency of the patrols

Response is limited to 5,000 characters.

ITEM 4. Deployment of Personnel

How many officers will be deployed for the purposes of the proposed Project?

Response is limited to 5,000 characters.

District and County Information

A. California State Senate Districts

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Senate district(s).

☐ State Senate 01	☐ State Senate 02	☐ State Senate 03	☐ State Senate 04
☐ State Senate 05	☐ State Senate 06	☐ State Senate 07	☐ State Senate 08

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☐ State Senate 09	☐ State Senate 10	☐ State Senate 11	☐ State Senate 12
☐ State Senate 13	☐ State Senate 14	☐ State Senate 15	☐ State Senate 16
☐ State Senate 17	☐ State Senate 18	☐ State Senate 19	☐ State Senate 20
☐ State Senate 21	☐ State Senate 22	☐ State Senate 23	☐ State Senate 24
☐ State Senate 25	☐ State Senate 26	☐ State Senate 27	☐ State Senate 28
☐ State Senate 29	☐ State Senate 30	☐ State Senate 31	☐ State Senate 32
☐ State Senate 33	☐ State Senate 34	☐ State Senate 35	☐ State Senate 36
☐ State Senate 37	☐ State Senate 38	☐ State Senate 39	☐ State Senate 40

B. California State Assembly Districts

Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Assembly district(s).

☐ State Assembly 01	☐ State Assembly 02	☐ State Assembly 03	☐ State Assembly 04
☐ State Assembly 05	☐ State Assembly 06	☐ State Assembly 07	☐ State Assembly 08
☐ State Assembly 09	☐ State Assembly 10	☐ State Assembly 11	☐ State Assembly 12
☐ State Assembly 13	☐ State Assembly 14	☐ State Assembly 15	☐ State Assembly 16
☐ State Assembly 17	☐ State Assembly 18	☐ State Assembly 19	☐ State Assembly 20
☐ State Assembly 21	☐ State Assembly 22	☐ State Assembly 23	☐ State Assembly 24
☐ State Assembly 25	☐ State Assembly 26	☐ State Assembly 27	☐ State Assembly 28
☐ State Assembly 29	☐ State Assembly 30	☐ State Assembly 31	☐ State Assembly 32
☐ State Assembly 33	☐ State Assembly 34	☐ State Assembly 35	☐ State Assembly 36
☐ State Assembly 37	☐ State Assembly 38	☐ State Assembly 39	☐ State Assembly 40
☐ State Assembly 41	☐ State Assembly 42	☐ State Assembly 43	☐ State Assembly 44
☐ State Assembly 45	☐ State Assembly 46	☐ State Assembly 47	☐ State Assembly 48
☐ State Assembly 49	☐ State Assembly 50	☐ State Assembly 51	☐ State Assembly 52
☐ State Assembly 53	☐ State Assembly 54	☐ State Assembly 55	☐ State Assembly 56
☐ State Assembly 57	☐ State Assembly 58	☐ State Assembly 59	☐ State Assembly 60
☐ State Assembly 61	☐ State Assembly 62	☐ State Assembly 63	☐ State Assembly 64
☐ State Assembly 65	☐ State Assembly 66	☐ State Assembly 67	☐ State Assembly 68
☐ State Assembly 69	☐ State Assembly 70	☐ State Assembly 71	☐ State Assembly 72
☐ State Assembly 73	☐ State Assembly 74	☐ State Assembly 75	☐ State Assembly 76
☐ State Assembly 77	☐ State Assembly 78	☐ State Assembly 79	☐ State Assembly 80

C. California Congressional Districts

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (https://www.govtrack.us/congress/members/CA) in your browser to determine the Congressional district(s).

☐ Congressional District 1	☐ Congressional District 2	☐ Congressional District 3
☐ Congressional District 4	☐ Congressional District 5	☐ Congressional District 6
☐ Congressional District 7	☐ Congressional District 8	☐ Congressional District 9
☐ Congressional District 10	☐ Congressional District 11	☐ Congressional District 12
☐ Congressional District 13	☐ Congressional District 14	☐ Congressional District 15
☐ Congressional District 16	☐ Congressional District 17	☐ Congressional District 18

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☐ Congressional District 19	☐ Congressional District 20	☐ Congressional District 21
☐ Congressional District 22	☐ Congressional District 23	☐ Congressional District 24
☐ Congressional District 25	☐ Congressional District 26	☐ Congressional District 27
☐ Congressional District 28	☐ Congressional District 29	☐ Congressional District 30
☐ Congressional District 31	☐ Congressional District 32	☐ Congressional District 33
☐ Congressional District 34	☐ Congressional District 35	☐ Congressional District 36
☐ Congressional District 37	☐ Congressional District 38	☐ Congressional District 39
☐ Congressional District 40	☐ Congressional District 41	☐ Congressional District 42
☐ Congressional District 43	☐ Congressional District 44	☐ Congressional District 45
☐ Congressional District 46	☐ Congressional District 47	☐ Congressional District 48
☐ Congressional District 49	☐ Congressional District 50	☐ Congressional District 51
☐ Congressional District 52	☐ Congressional District 53	

D. County

Select one or more of the California Counties where the proposed project activities will occur.

☐ Alameda	☐ Alpine	☐ Amador	☐ Butte	☐ Calaveras	☐ Colusa
☐ Contra Costa	☐ Del Norte	☐ El Dorado	☐ Fresno	☐ Glenn	☐ Humboldt
☐ Imperial	☐ Inyo	☐ Kern	☐ Kings	☐ Lake	☐ Lassen
☐ Los Angeles	☐ Madera	☐ Marin	☐ Mariposa	☐ Mendocino	☐ Merced
☐ Modoc	☐ Mono	☐ Monterey	☐ Napa	☐ Nevada	☐ Orange
☐ Placer	☐ Plumas	☐ Riverside	☐ Sacramento	☐ San Benito	☐ San Bernardino
☐ San Diego	☐ San Francisco	☐ San Joaquin	☐ San Luis Obispo	☐ San Mateo	☐ Santa Barbara
☐ Santa Clara	☐ Santa Cruz	☐ Shasta	☐ Sierra	☐ Siskiyou	☐ Solano
☐ Sonoma	☐ Stanislaus	☐ Sutter	☐ Tehama	☐ Trinity	☐ Tulare
☐ Tuolumne	☐ Ventura	☐ Yolo	☐ Yuba		

SAMPLE

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LE Certification

Law Enforcement - Page 1

1. Identify areas with high priority law enforcement needs because of public safety, cultural resources, and sensitive environmental habitats, including wilderness areas and areas of critical environmental concerns:

2. Describe how the proposed Project relates to OHV Recreation and will sustain OHV Recreation, motorized off-highway access to non-motorized recreation, or OHV Opportunities associated with the Project Area:

3. Describe the Applicant's formal or informal cooperation with other law enforcement agencies:

Law Enforcement - Page 2

4. Does the Applicant recover a portion of the law enforcement costs directly associated with privately sponsored OHV events where sponsors have obtained a local permit? ○ Yes ○ No

   Explain:

5. The Applicant agrees to implement a public education program that includes information on safety programs available in the area and how to report OHV violations? ○ Yes ○ No

6. Describe the Applicant's OHV law enforcement training program including how the training program educates personnel to address OHV safety and natural and cultural resource protection:

Law Enforcement - Page 3

7. Is the proposed project in accordance with local or federal plans and the OHMVR Division Strategic Plan? ○ Yes ○ No

8. LOCAL AGENCIES ONLY - Describe the Applicant's policies and/or agreements regarding enforcement on federal land:

9. COUNTIES ONLY - Describe how the OHV in-lieu of tax funds are being used and whether the use of these fees complements the Applicant's project:

Law Enforcement - Page 4

10. APPLICANTS WHO MANAGE OHV RECREATION FACILITIES – Describe how your organization is meeting its operation and maintenance needs:

11. The Applicant agrees to enforce the registration of OHVs and the other provision of Division 16.5 commencing with Section 38000 of the vehicle code and to enforce other applicable laws regarding the operation of OHVs? ○ Yes ○ No

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Project Cost Estimate

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
1.	**Staff**						
	Instructions : Indicate any and all staff expected to perform duties/work for the Project, by job title or classification. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Staff', and enter in the appropriate 'job title or classification' in the blank data entry field.						
	1. Staff [ ]						
2.	**Contracts**						
	Instructions : Indicate any and all contracts for services . Specify what service the contract is for. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Contracts', and enter 'a brief description' in the blank data entry field.						
	1. Contracts [ ]						
3.	**Materials / Supplies**						
	Instructions : Indicate the types of materials/supplies to be purchased and used on the Project. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Materials/Supplies', and enter 'a brief description' in the blank data entry field.						
	1. Materials / Supplies [ ]						
4.	**Equipment Use Expenses**						
	Instructions : Costs associated with Equipment used for a Project will be paid on a use basis in accordance with the Applicant's local fair market rental rates, but shall never exceed the Grantee's actual cost. The Grantee may not charge a use fee for vehicles or Equipment purchased with OHV Trust Funds, except for fuel and minor maintenance costs. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Equipment Use Expenses', and enter 'a brief description' in the blank data entry field.						
	1. Equipment Use Expenses [ ]						
5.	**Equipment Purchases**						
	Instructions : 'Equipment' means tangible property that has a normal useful life of at least one year and has a unit acquisition cost of at least $1,000 (e.g., four identical assets which cost $400 each, for a $1,600 total, would not meet the requirement). Equipment does not include expendable items such as personal safety gear, or tires. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Equipment Use', and enter 'a brief description' in the blank data entry field.						
	1. Equipment Purchases [ ]						

SAMPLE

6.	**Others**						
	Instructions : List items that do not fit into the previously mentioned categories. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Others', and enter 'a brief description' in the blank data entry field.						
	1. Others [ ]						
7.	**Indirect Costs**						
	Instructions : "Indirect Costs" means expenses incurred for the management and administration of a project (e.g., utility costs, accounting services, contract administration, postage, management personnel, telephone bills, etc.) Total Indirect Costs may not exceed 15% of the total direct Grant Request expenses. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Indirect Costs', and enter 'Indirect Costs' in the blank data entry field.						
	1. Indirect Costs [ ]						
	2. Adjustments (Rounded) [ ]						
	Totals						

SAMPLE

	Category	Total	Grant Req.	Match	Narrative
1.	Staff				
2.	Contracts				
3.	Materials / Supplies				
4.	Equipment Use Expenses				
5.	Equipment Purchases				
6.	Others				
7.	Indirect Costs				
	Totals				

SAMPLE

Environmental Review Data Sheet (ERDS)

ITEM 1 and ITEM 2

ITEM 1

a. Has a CEQA Notice of Determination (NOD) been filed for the Project? If checked YES, stop here. If checked NO, complete item #2. ○ Yes ○ No

ITEM 2

b. Does the proposed Project include a request for funding for CEQA and/or NEPA document preparation prior to implementing the remaining Project Deliverables (i.e., is it a two-phased Project pursuant to Section 4970.06.1(b)) ○ Yes ○ No

ITEM 3 - Project under CEQA Guidelines Section 15378

NOTE: If the proposed activities are considered a "Project" under CEQA Guidelines Section 15378, the Applicant must provide an explanation for answers to ITEMS 4 – 13. Simple YES or NO responses without an explanation shall not be accepted. If an explanation can be found in NEPA or other documentation, then summarize and list the page number from which the Applicant is summarizing. For ITEMS 5–13, the Applicant may refer to Best Management Practices (BMPs), Standard Operating Practices or Procedures (SOPs), and Limited Operating Periods (LOPs), or similar standard measures described in ITEM 4, that will avoid adverse effects from the Applicant's activities.

c. Are the proposed activities a "project" under CEQA Guidelines Section 15378? If YES, complete ITEMS 4 - 13. If unsure, select YES, and complete ITEMS 4 - 13. If checked NO, complete letter d. ○ Yes ○ No

d. The Application is requesting funds solely for personnel and support to enforce OHV laws and ensure public safety. These activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and are thus not a "Project" under CEQA. ○ Yes ○ No

e. Other. Explain why proposed activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and are thus not a "project" under CEQA. E.g., Project activities involving heavy equipment, grading, etc. typically are considered a project under CEQA. DO NOT complete ITEMS 4 – 13.

ITEM 4 - Specify all standard measures (e.g., BMPs, established SOPs, or similar)

Specify all standard measures (e.g., BMPs, established SOPs, or similar) within the Project description that have been incorporated into the Project description to avoid potential impacts to biological resources, cultural resources, or other resources evaluated in the ERDS.

Response is limited to 5,000 characters.

ITEM 5 - Evaluate the Impact of this Project

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Evaluate the impact of this Project on wetlands, navigable waters, special-status species (including threatened and endangered species), and sensitivé habitats. All Applicants must address all special-status species that have the potential to occur in the Project Area. Describe what analysis was completed as a part of the evaluation to determine potential impacts.

Applicants are encouraged to refer to the California Department of Fish and Wildlife California Natural Diversity Database (CNDDB) to identify special-status species that have a potential to occur within and surrounding the Project Area. If the applicant does not have a CNDDB subscription, contact your grant representative for assistance conducting this record search.

Applicants are encouraged to refer to the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) to identify special-status species, not captured by CNDDB, and USFWS designated critical habitats that have a potential to occur within and surrounding the Project Area.

Applicants are encouraged to refer to the USFWS National Wetlands Inventory (NWI) to identify wetlands or other waters within and surrounding the Project Area.

Response is limited to 5,000 characters.

ITEM 6 - Critical Habitat for Threatened and/or Endangered Species

Does USFWS final or proposed designated critical habitat for threatened and/or endangered species exist within or surrounding the Project site? ○ Yes ○ No

ITEM 7 - Evaluate Cumulative Impacts from this Project

Evaluate cumulative impacts from this Project along with others of the same type in the same general place, such as increased noise or traffic. Refer to the cumulative impacts discussion in the environmental impact statement, land management plan, or other sources as appropriate. Describe what analysis was completed as a part of the evaluation to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 8 - Significant effect on the environment

Discuss whether the proposed Project could have a significant effect on the environment due to substantial soil erosion or the loss of topsoil. Describe what analysis was completed as a part of the discussion to determine potential effects.

Response is limited to 5,000 characters.

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ITEM 9 - Potential for Damage to Scenic Resources within the Viewshed of a Highway

Discuss the potential for damage to scenic resources within the viewshed of a highway officially designated as a state scenic highway. Describe what analysis was completed as part of the discussion to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 10 - Hazardous Materials

Is the proposed Project Area located on a site included on any list compiled pursuant to Section 65962.5 of the California Government Code (hazardous materials)? ○ Yes ○ No

If YES, describe the location of the hazard relative to the Project site, the level of hazard and the measures to be taken to minimize or avoid the hazards:

ITEM 11 - Substantial adverse impacts to historical or cultural resources

Discuss the potential for the proposed Project to have any substantial adverse impacts to historical or cultural resources.

Describe what analysis was completed as a part of the discussion to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 12 - Indirect Significant Impacts

Discuss the potential for the Project to cause indirect significant impacts, such as by causing user groups to go elsewhere, causing significant impacts off-site, or significantly increasing use in the vicinity of the Project site.

Describe what analysis was completed as a part of the discussion to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 13 - Baseline conditions

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Discuss if the approval of the proposed project would change the existing baseline conditions and/or change OHV facility operations.

Response is limited to 5,000 characters.

CEQA/NEPA Attachment

All federal agencies and Federally Recognized Native American Tribe Applicants shall submit an analysis of the environmental impacts of the proposed Project comparable with the requirements of CEQA. This analysis may be in the form of completed Project-related NEPA compliance documentation for each Project or other comparable documentation prepared by the Applicant. In addition, the Applicant shall submit responses to the ERDS for each Project to allow the OHMVR Division to make a sufficient Project review to determine the appropriate level of CEQA compliance and any additional environmental documentation required from the Applicant to conform the Applicant's environmental analysis to CEQA.

Attachment Title	Attachment

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Planning

Background - Provide a brief description of the Applicant or Land Manager's organization/program (e.g., location and types of recreation available) - 4970.10.3(d)(1)

Provide a brief description of the Applicant or Land Manager's organization/program (e.g. location and types of recreation available):

Project Description - The Project Description shall provide sufficient clarity such that those not familiar with the Application or Project can understand what the Applicant intends to do - 4970.10.3(d) Note: Do not add Project Deliverables in this box.

Please only provide a brief synopsis of what the Project entails. Project Deliverables shall be entered in the next section.

Project Description - 4970.10.3(d)

List of Project Deliverables - 4970.10.3(d)(2)

Breakdown each distinct Project Deliverable and what it will take to accomplish the Deliverable in the spaces below. This information should match what's in your Project Cost Estimate. To find examples of Project Deliverables, see 'Show Documents'.

Provide a list of Project Deliverables the Applicant proposes to undertake

#	Title	Project Deliverable Description
1.	Identifying trails or other Facilities for OHV Recreation, including inventories and mapping of roads, trails, and areas	
2.	Developing, biding and execution of contract to complete identified item by a third party	
3.	Securing all necessary approvals and/or permits required, if applicable	
4.	Developing a plan to protect and conserve soils, water,	

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	plants, animals, and/or Cultural or other natural resources affected by OHV Recreation	
5.	Completion of all required reports as defined in plan	
6.	Preparing an OHV component of a recreation management plan, OHV Plan, or the OHV portion of a general plan	
7.	Other (unique to Planning)	
8.	Other (unique to Planning)	
9.	Other (unique to Planning)	
10.	Other (unique to Planning)	
11.	Other (unique to Planning)	
12.	Other (unique to Planning)	

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How the proposed Project relates to OHV Recreation and will add to, enhance, or otherwise sustain OHV Recreation or OHV Opportunity in the Project Area - 4970.10.3(d)(3)

Describe how the proposed Project relates to OHV Recreation and will add to, enhance, or otherwise sustain OHV Recreation or OHV Opportunity in the Project Area:

Response is limited to 5,000 characters.

A statement of the activity(ies) the Applicant proposes to undertake - 4970.10.3(d)(4)

List the statement of activity(ies) you propose to undertake.

A list of all reports, interim or final, or other documents to be produced - 4970.10.3(d)(5)

Provide a list of reports, interim or final, or other documents to be produced:

Response is limited to 5,000 characters.

A timeline for completion of all planning activities - 4970.10.3(d)(6)

Provide a timeline for completion of all planning activities

Attachment Title	Attachment

District and County Information

California State Senate Districts

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Senate district(s).

☐ State Senate 01	☐ State Senate 02	☐ State Senate 03	☐ State Senate 04
☐ State Senate 05	☐ State Senate 06	☐ State Senate 07	☐ State Senate 08
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☐ State Senate 33	☐ State Senate 34	☐ State Senate 35	☐ State Senate 36

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☐ State Senate 37 ☐ State Senate 38 ☐ State Senate 39 ☐ State Senate 40

California State Assembly Districts

Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Assembly district(s).

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☐ State Assembly 65	☐ State Assembly 66	☐ State Assembly 67	☐ State Assembly 68
☐ State Assembly 69	☐ State Assembly 70	☐ State Assembly 71	☐ State Assembly 72
☐ State Assembly 73	☐ State Assembly 74	☐ State Assembly 75	☐ State Assembly 76
☐ State Assembly 77	☐ State Assembly 78	☐ State Assembly 79	☐ State Assembly 80

California Congressional Districts

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (https://www.govtrack.us/congress/members/CA) in your browser to determine the Congressional district(s).

☐ Congressional District 1	☐ Congressional District 2	☐ Congressional District 3
☐ Congressional District 4	☐ Congressional District 5	☐ Congressional District 6
☐ Congressional District 7	☐ Congressional District 8	☐ Congressional District 9
☐ Congressional District 10	☐ Congressional District 11	☐ Congressional District 12
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☐ Congressional District 37	☐ Congressional District 38	☐ Congressional District 39

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☐ Congressional District 40	☐ Congressional District 41	☐ Congressional District 42
☐ Congressional District 43	☐ Congressional District 44	☐ Congressional District 45
☐ Congressional District 46	☐ Congressional District 47	☐ Congressional District 48
☐ Congressional District 49	☐ Congressional District 50	☐ Congressional District 51
☐ Congressional District 52	☐ Congressional District 53	

County

Select one or more of the California Counties where the proposed project activities will occur.

☐ Alameda	☐ Alpine	☐ Amador	☐ Butte	☐ Calaveras	☐ Colusa
☐ Contra Costa	☐ Del Norte	☐ El Dorado	☐ Fresno	☐ Glenn	☐ Humboldt
☐ Imperial	☐ Inyo	☐ Kern	☐ Kings	☐ Lake	☐ Lassen
☐ Los Angeles	☐ Madera	☐ Marin	☐ Mariposa	☐ Mendocino	☐ Merced
☐ Modoc	☐ Mono	☐ Monterey	☐ Napa	☐ Nevada	☐ Orange
☐ Placer	☐ Plumas	☐ Riverside	☐ Sacramento	☐ San Benito	☐ San Bernardino
☐ San Diego	☐ San Francisco	☐ San Joaquin	☐ San Luis Obispo	☐ San Mateo	☐ Santa Barbara
☐ Santa Clara	☐ Santa Cruz	☐ Shasta	☐ Sierra	☐ Siskiyou	☐ Solano
☐ Sonoma	☐ Stanislaus	☐ Sutter	☐ Tehama	☐ Trinity	☐ Tulare
☐ Tuolumne	☐ Ventura	☐ Yolo	☐ Yuba		

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Additional Documentation

1. Optional Project-Specific Application Documents

If Applicants deem it helpful to support their specific Project Application, they may submit up to two (2) pages of Project-specific photos.

Attachment Title	Attachment

2. Optional Project-specific Maps

If Applicants deem it helpful to support their specific Project Application, they may submit Project-specific map(s).

Attachment Title	Attachment

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Project Cost Estimate

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
1.	**Staff**						
	Instructions : Indicate any and all staff expected to perform duties/work for the Project, by job title or classification. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Staff', and enter in the appropriate 'job title or classification' in the blank data entry field.						
	1. Staff [ ]						
2.	**Contracts**						
	Instructions : Indicate any and all contracts for services . Specify what service the contract is for. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Contracts', and enter 'a brief description' in the blank data entry field.						
	1. Contracts [ ]						
3.	**Materials / Supplies**						
	Instructions : Indicate the types of materials/supplies to be purchased and used on the Project. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Materials/Supplies', and enter 'a brief description' in the blank data entry field.						
	1. Materials / Supplies [ ]						
4.	**Equipment Use Expenses**						
	Instructions : Costs associated with Equipment used for a Project will be paid on a use basis in accordance with the Applicant's local fair market rental rates, but shall never exceed the Grantee's actual cost. The Grantee may not charge a use fee for vehicles or Equipment purchased with OHV Trust Funds, except for fuel and minor maintenance costs. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Equipment Use Expenses', and enter 'a brief description' in the blank data entry field.						
	1. Equipment Use Expenses [ ]						
5.	**Equipment Purchases**						
	Instructions : 'Equipment' means tangible property that has a normal useful life of at least one year and has a unit acquisition cost of at least $1,000 (e.g., four identical assets which cost $400 each, for a $1,600 total, would not meet the requirement). Equipment does not include expendable items such as personal safety gear, or tires. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Equipment Use', and enter 'a brief description' in the blank data entry field.						
	1. Equipment Purchases [ ]						

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6.	**Others**						
	Instructions : List items that do not fit into the previously mentioned categories. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Others', and enter 'a brief description' in the blank data entry field.						
	1. Others [ ]						
7.	**Indirect Costs**						
	Instructions : "Indirect Costs" means expenses incurred for the management and administration of a project (e.g., utility costs, accounting services, contract administration, postage, management personnel, telephone bills, etc.) Total Indirect Costs may not exceed 15% of the total direct Grant Request expenses. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Indirect Costs', and enter 'Indirect Costs' in the blank data entry field.						
	1. Indirect Costs [ ]						
	2. Adjustments (Rounded) [ ]						
	Totals						

SAMPLE

	Category	Total	Grant Req.	Match	Narrative
1.	Staff				
2.	Contracts				
3.	Materials / Supplies				
4.	Equipment Use Expenses				
5.	Equipment Purchases				
6.	Others				
7.	Indirect Costs				
	Totals				

SAMPLE

Environmental Review Data Sheet (ERDS)

ITEM 1 and ITEM 2

ITEM 1

a. Has a CEQA Notice of Determination (NOD) been filed for the Project? If checked YES, stop here. If checked NO, complete ITEM #2. ○ Yes ○ No

ITEM 2

b. Does the proposed Project include a request for funding for CEQA and/or NEPA document preparation prior to implementing the remaining Project Deliverables (i.e., is it a two-phased Project pursuant to Section 4970.06.1(b)) ○ Yes ○ No

ITEM 3 - Project under CEQA Guidelines Section 15378

NOTE: If the proposed activities are considered a "Project" under CEQA Guidelines Section 15378, the Applicant must provide an explanation for answers to ITEMS 4 – 13. Simple YES or NO responses without an explanation shall not be accepted. If an explanation can be found in NEPA or other documentation, then summarize and list the page number from which the Applicant is summarizing. For ITEMS 5–13, the Applicant may refer to Best Management Practices (BMPs), Standard Operating Practices or Procedures (SOPs), and Limited Operating Periods (LOPs), or similar standard measures described in ITEM 4, that will avoid adverse effects from the Applicant's activities.

c. Are the proposed activities a "project" under CEQA Guidelines Section 15378? If YES, complete ITEMS 4 - 13. If unsure, select YES, and complete ITEMS 4 - 13. If checked NO, complete ITEM #3d. ○ Yes ○ No

d. The Application is requesting funds solely for personnel and support to enforce OHV laws and ensure public safety. These activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and are thus not a "Project" under CEQA. If checked YES, stop here. If checked NO, complete ITEM # 3e. ○ Yes ○ No

e. Other. Explain why proposed activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and are thus not a "project" under CEQA. E.g., Project activities involving heavy equipment, grading, etc. typically are considered a project under CEQA. DO NOT complete ITEMS 4 – 13.

ITEM 4 - Specify all standard measures (e.g., BMPs, established SOPs, or similar)

Specify all standard measures (e.g., BMPs, established SOPs, or similar) within the Project description that have been incorporated into the Project description to avoid potential impacts to biological resources, cultural resources, or other resources evaluated in the ERDS.

Response is limited to 5,000 characters.

ITEM 5 - Evaluate the Impact of this Project

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D.9

Evaluate the impact of this Project on wetlands, navigable waters, special-status species (including threatened and endangered species), and sensitive habitats. All Applicants must address all special-status species that have the potential to occur in the Project Area. Describe what analysis was completed as a part of the evaluation to determine potential impacts.

Applicants are encouraged to refer to the California Department of Fish and Wildlife California Natural Diversity Database (CNDDB) to identify special-status species that have a potential to occur within and surrounding the Project Area. If the applicant does not have a CNDDB subscription, contact your grant representative for assistance conducting this record search.

Applicants are encouraged to refer to the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) to identify special-status species, not captured by CNDDB, and USFWS designated critical habitats that have a potential to occur within and surrounding the Project Area.

Applicants are encouraged to refer to the USFWS National Wetlands Inventory (NWI) to identify wetlands or other waters within and surrounding the Project Area.

Response is limited to 5,000 characters.

ITEM 6 - Critical Habitat for Threatened and/or Endangered Species

Does USFWS final or proposed designated critical habitat for threatened and/or endangered species exist within or surrounding the Project site? ○ Yes ○ No

ITEM 7 - Evaluate Cumulative Impacts from this Project

Evaluate cumulative impacts from this Project along with others of the same type in the same general place, such as increased noise or traffic. Refer to the cumulative impacts discussion in the environmental impact statement, land management plan, or other sources as appropriate. Describe what analysis was completed as a part of the evaluation to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 8 - Significant effect on the environment

Discuss whether the proposed Project could have a significant effect on the environment due to substantial soil erosion or the loss of topsoil. Describe what analysis was completed as a part of the discussion to determine potential effects.

Response is limited to 5,000 characters.

SAMPLE

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ITEM 9 - Potential for Damage to Scenic Resources within the Viewshed of a Highway

Discuss the potential for damage to scenic resources within the viewshed of a highway officially designated as a state scenic highway. Describe what analysis was completed as part of the discussion to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 10 - Hazardous Materials

Is the proposed Project Area located on a site included on any list compiled pursuant to Section 65962.5 of the California Government Code (hazardous materials)? ○ Yes ○ No

If YES, describe the location of the hazard relative to the Project site, the level of hazard and the measures to be taken to minimize or avoid the hazards:

ITEM 11 - Substantial adverse impacts to historical or cultural resources

Discuss the potential for the proposed Project to have any substantial adverse impacts to historical or cultural resources.

Describe what analysis was completed as a part of the discussion to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 12 - Indirect Significant Impacts

Discuss the potential for the Project to cause indirect significant impacts, such as by causing user groups to go elsewhere, causing significant impacts off-site, or significantly increasing use in the vicinity of the Project site.

Describe what analysis was completed as a part of the discussion to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 13 - Baseline conditions

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Discuss if the approval of the proposed project would change the existing baseline conditions and/or change OHV facility operations. Response is limited to 5,000 characters.

CEQA/NEPA Attachment

All federal agencies and Federally Recognized Native American Tribe Applicants shall submit an analysis of the environmental impacts of the proposed Project comparable with the requirements of CEQA. This analysis may be in the form of completed Project-related NEPA compliance documentation for each Project or other comparable documentation prepared by the Applicant. In addition, the Applicant shall submit responses to the ERDS for each Project to allow the OHMVR Division to make a sufficient Project review to determine the appropriate level of CEQA compliance and any additional environmental documentation required from the Applicant to conform the Applicant's environmental analysis to CEQA.

Attachment Title	Attachment

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Evaluation Criteria

1. Project Cost Estimate - Q 1. (Auto populates from Cost Estimate)

1. As calculated on the Project Cost Estimate, the percentage of the Project costs covered by the Applicant is:

(Note: This field will auto-populate once the Cost Estimate and Evaluation Criteria are Validated.)

- ○ 76% or more (10 points)
- ○ 66% - 75% (7 points)
- ○ 51% - 65% (5 points)
- ○ 36% - 50% (4 points)
- ○ 26% - 35% (2 points)
- ○ 25% (Match minimum) (No points)

2. Planning Project - Q 2.

A Planning Project (Page 1) - Q 2.

2. The Planning Project will address the following:

(Check all that apply)

- ☐ Potential effects of OHV Recreation on special-status species habitats
- ☐ Potential effects of OHV Recreation on cultural resources
- ☐ Potential effects of OHV Recreation on soil conditions
- ☐ Potential effects of OHV Recreation on water quality
- ☐ Potentail effects of OHV Recreation on other recreation uses
- ☐ Potential effects of OHV Recreation on adjacent lands
- ☐ Potential impact to relationships between OHV Recreation and local residents
- ☐ Toxic or hazardous materials within a Project Area or adjacent property that may impact OHV Recreation
- ☐ Potential offsite impacts relative to the Project Area (e.g., sound, fugitive dust, runoff)
- ☐ Trail issues such as traffic patterns, trails closures, appropriate uses, etc.

B. Planning Project (Page 2) - Q 2.

Provide a detailed explanation for each statement that was checked:

(Check the one most appropriate)

- ○ 6 or more items checked (4 points)
- ○ 4 to 5 items checked (3 points)
- ○ 2 to 3 items checked (2 points)
- ○ 1 or no items checked (No points)

3. Motorized Access - Q 3.

3. The Project is intended to lead to improved facilities that provide motorized access to the following nonmotorized recreation opportunities (Respond ONLY if Planning Project involves road(s) or trails(s)):

(Check all that apply) - Scoring: 2 points each, up to a maximum of 6 points

- ☐ Camping
- ☐ Birding

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- ☐ Hiking
- ☐ Fishing
- ☐ Hunting
- ☐ Equestrian trails
- ☐ Rock Climbing
- ☐ Other (specify)

Provide a detailed explanation for each statement that was checked:

4. Public Input - Q 4.

4. The Project was developed with public input prior to the preliminary Application filing deadline. Public input employed the following:

(Check all that apply)

- ☐ The Applicant initiated and conducted publicly noticed meeting(s), held either in-person or virtual, with the general public to discuss Project (1 point)
- ☐ The Applicant held a meeting(s), held either in-person or virtual, with multiple distinct stakeholders separate from their general public meeting (1 point)

Provide a detailed explanation for each statement that was checked. Identify date(s) of meetings, location(s), participants, how public was notified of the meeting, and who hosted the meeting. Applicant must identify how distinct stakeholders are stakeholder to the Project. Do not include internal agency meetings or meetings that occurred more than 12 months prior to filing the preliminary Application:

Note: For any meeting held virtually, the Applicant must notify the Division prior to the virtual meeting by email at OHV.Grants@parks.ca.gov.

5. Stakeholder Input - Q 5.

5. If the Project were approved, the planning process will incorporate stakeholder input for the entirety of the Project performance period:

(Check the one most appropriate)

- ○ No (No points)
- ○ Yes (5 points)

If "Yes" list each stakeholder separately and explain how stakeholders' input will be beneficial to the Project:

6. Utilization of Partnerships - Q 6.

6. The Project will utilize partnerships to successfully accomplish the Project. Identify the number of organizations that will actively participate in the Project. Partners cannot include any unit of the OHVMR Division, subcontractors, any participant being paid by this OHV Grant and Cooperative agreement, or any Grantee receiving Grant funds for a Project in the Project Area as specified in this Application.

(Check the one most appropriate)

- ○ 4 or more (4 points)
- ○ 2 to 3 (2 points)
- ○ 1 (1 point)
- ○ None (No points)

List each partner organization(s) separately and provide a detailed explanation for how each partner will participate in the Project:

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7. Sustain OHV Opportunity - Q 7.

7. The Planning Project sustains OHV Opportunity in the following manner:

(Check all that apply)

- ☐ Project will develop management plans for existing OHV Opportunity (6 points)
- ☐ Project will complete environmental review for an OHV Development Project (5 points)
- ☐ Project supports development of OHV Opportunities within 60 miles of incorporated city (5 points)
- ☐ Project will develop a system of designated OHV routes within an existing OHV Opportunity (4 points)

Provide a detailed explanation for each statement that was checked:

8. Creation of a new OHV Opportunity - Q 8.

8. If successful, would the Project lead to the creation of a new OHV Opportunity within the jurisdiction of a Land Manager that does not currently provide OHV Opportunity?

(Check the one most appropriate)

- ○ No (No points)
- ○ Yes (20 points)

Provide a detailed explanation for the "Yes" response:

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Restoration

Background - Provide a brief description of the Applicant or Land Manager's organization/program (e.g., location and types of recreation available) - 4970.11(f)(A)

Provide a brief description of the Applicant or Land Manager's organization/program (e.g. location and types of recreation available):

Project Description - The Project Description shall provide sufficient clarity such that those not familiar with the Application or Project can understand what the Applicant intends to do - 4970.11(f)(1) Note: Do not add Project Deliverables in this box.

Please only provide a brief synopsis of what the Project entails. Project Deliverables shall be entered in the next section.

Project Description - 4970.11(f)(1)

List of Project Deliverables - 4970.11(f)(1)(B)

Breakdown each distinct Project Deliverable and what it will take to accomplish the Deliverable in the spaces below. This information should match what's in your Project Cost Estimate.

To find examples of Project Deliverables, see 'Show Documents'.

Provide a list of Project Deliverables the Applicant proposes to undertake

1. When a Project request is for funding both CEQA and/or NEPA requirements and actual work on the ground, the Project shall be undertaken and funded in two phases. ○ Yes ○ No

   If Yes, list the CEQA/NEPA activities (Phase 1). If No, write N/A below.

Phase 2, if applicable. If not, fill out like regular Restoration Project.

#	Title	Project Deliverable Description
1.	Active Restoration Activities (earth moving)	
2.	Monitoring/Patrol	
3.	Signage	

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4.	Fencing/Barriers	
5.	Public Outreach/Visitor Services	
6.	Scientific and Cultural Studies relating to OHV Recreation and its impacts	
7.	Restoration Planning	
8.	Other (unique to Restoration)	
9.	Other (unique to Restoration)	
10.	Other (unique to Restoration)	
11.	Other (unique to Restoration)	
12.	Other (unique to Restoration)	

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Describe how the proposed Project relates to OHV Recreation and how OHV Recreation caused the damage - 4970.11(f)(1)(C)

Describe how the proposed Project relates to OHV Recreation and how OHV Recreation caused the damage:

Response is limited to 5,000 characters.

Describe the size of the specific Project Area(s) in acres and/or miles - 4970.11(f)(1)(D)

Provide the size of the specific Project Area(s) in acres and/or miles:
Response is limited to 5,000 characters.

Monitoring and Methodology - 4970.11(f)(1)(E)

Except for scientific and cultural studies or planning Projects, describe the monitoring that will be implemented, including the methodology that will be used to determine the successful outcome of the Restoration Project:

List of Reports - 4970.11(f)(1)(F)

If the Project involves planning for Restoration, provide a list of all reports, interim or final, or other documents to be produced:

Response is limited to 5,000 characters.

Goals, Objectives and Methodology / Peer Reviews - 4970.11(f)(1)(G)

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Restoration Projects involving scientific and cultural studies shall include in the description:

(i) Goals, objectives, and methodologies to be employed, and

(ii) Peer reviews conducted by at least three (3) qualified experts from the scientific discipline or field related to the proposed Project

Response is limited to 5,000 characters.

Plan for Protection of Restored Area - 4970.11(f)(1)(H)

Except for scientific and cultural studies or planning Projects, describe a plan to insure the restored area will be protected. This may include law enforcement patrols to prevent intrusion into the Project Area, signs, barriers, or other proactive measures to prevent damage to restored lands:

Response is limited to 5,000 characters.

Soil Control Efforts - 4970.11(f)(1)(I)

Except for scientific and cultural studies or planning Projects, erosion control efforts that will be utilized to prevent erosion or sedimentation that significantly affects resource values beyond the Project Area.

Response is limited to 5,000 characters.

District and County Information

California State Senate Districts

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Senate district(s).

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- [ ] State Senate 38
- [ ] State Senate 39
- [ ] State Senate 40

California State Assembly Districts

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- [ ] State Assembly 69
- [ ] State Assembly 70
- [ ] State Assembly 71
- [ ] State Assembly 72
- [ ] State Assembly 73
- [ ] State Assembly 74
- [ ] State Assembly 75
- [ ] State Assembly 76
- [ ] State Assembly 77
- [ ] State Assembly 78
- [ ] State Assembly 79
- [ ] State Assembly 80

California Congressional Districts

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (https://www.govtrack.us/congress/members/CA) in your browser to determine the Congressional district(s).

- [ ] Congressional District 1
- [ ] Congressional District 2
- [ ] Congressional District 3
- [ ] Congressional District 4
- [ ] Congressional District 5
- [ ] Congressional District 6
- [ ] Congressional District 7
- [ ] Congressional District 8
- [ ] Congressional District 9
- [ ] Congressional District 10
- [ ] Congressional District 11
- [ ] Congressional District 12
- [ ] Congressional District 13
- [ ] Congressional District 14
- [ ] Congressional District 15

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☐ Congressional District 16	☐ Congressional District 17	☐ Congressional District 18
☐ Congressional District 19	☐ Congressional District 20	☐ Congressional District 21
☐ Congressional District 22	☐ Congressional District 23	☐ Congressional District 24
☐ Congressional District 25	☐ Congressional District 26	☐ Congressional District 27
☐ Congressional District 28	☐ Congressional District 29	☐ Congressional District 30
☐ Congressional District 31	☐ Congressional District 32	☐ Congressional District 33
☐ Congressional District 34	☐ Congressional District 35	☐ Congressional District 36
☐ Congressional District 37	☐ Congressional District 38	☐ Congressional District 39
☐ Congressional District 40	☐ Congressional District 41	☐ Congressional District 42
☐ Congressional District 43	☐ Congressional District 44	☐ Congressional District 45
☐ Congressional District 46	☐ Congressional District 47	☐ Congressional District 48
☐ Congressional District 49	☐ Congressional District 50	☐ Congressional District 51
☐ Congressional District 52	☐ Congressional District 53	

County

Select one or more of the California Counties where the proposed project activities will occur.

☐ Alameda	☐ Alpine	☐ Amador	☐ Butte	☐ Calaveras	☐ Colusa
☐ Contra Costa	☐ Del Norte	☐ El Dorado	☐ Fresno	☐ Glenn	☐ Humboldt
☐ Imperial	☐ Inyo	☐ Kern	☐ Kings	☐ Lake	☐ Lassen
☐ Los Angeles	☐ Madera	☐ Marin	☐ Mariposa	☐ Mendocino	☐ Merced
☐ Modoc	☐ Mono	☐ Monterey	☐ Napa	☐ Nevada	☐ Orange
☐ Placer	☐ Plumas	☐ Riverside	☐ Sacramento	☐ San Benito	☐ San Bernardino
☐ San Diego	☐ San Francisco	☐ San Joaquin	☐ San Luis Obispo	☐ San Mateo	☐ Santa Barbara
☐ Santa Clara	☐ Santa Cruz	☐ Shasta	☐ Sierra	☐ Siskiyou	☐ Solano
☐ Sonoma	☐ Stanislaus	☐ Sutter	☐ Tehama	☐ Trinity	☐ Tulare
☐ Tuolumne	☐ Ventura	☐ Yolo	☐ Yuba		

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Additional Documentation

1. Project-Specific Maps

Project-specific maps shall include:

A map(s) containing enough detail to provide someone unfamiliar with the area the ability to locate the site(s). The map(s) shall contain the Global Positioning System (GPS) coordinates for the project site(s).

Attachment Title	Attachment

2. Project-Specific Photos

Project-specific photos shall include:

'Before' photos of the site(s) to be restored. Photos are limited to five (5) pages. 'After' photos are required Deliverables for Restoration Projects which include on-the-ground work.

Attachment Title	Attachment

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Project Cost Estimate

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
1.	**Staff**						
	Instructions : Indicate any and all staff expected to perform duties/work for the Project, by job title or classification. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Staff', and enter in the appropriate 'job title or classification' in the blank data entry field.						
	1. Staff [ ]						
2.	**Contracts**						
	Instructions : Indicate any and all contracts for services . Specify what service the contract is for. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Contracts', and enter 'a brief description' in the blank data entry field.						
	1. Contracts [ ]						
3.	**Materials / Supplies**						
	Instructions : Indicate the types of materials/supplies to be purchased and used on the Project. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Materials/Supplies', and enter 'a brief description' in the blank data entry field.						
	1. Materials / Supplies [ ]						
4.	**Equipment Use Expenses**						
	Instructions : Costs associated with Equipment used for a Project will be paid on a use basis in accordance with the Applicant's local fair market rental rates, but shall never exceed the Grantee's actual cost. The Grantee may not charge a use fee for vehicles or Equipment purchased with OHV Trust Funds, except for fuel and minor maintenance costs. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Equipment Use Expenses', and enter 'a brief description' in the blank data entry field.						
	1. Equipment Use Expenses [ ]						
5.	**Equipment Purchases**						
	Instructions : 'Equipment' means tangible property that has a normal useful life of at least one year and has a unit acquisition cost of at least $1,000 (e.g., four identical assets which cost $400 each, for a $1,600 total, would not meet the requirement). Equipment does not include expendable items such as personal safety gear, or tires. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Equipment Use', and enter 'a brief description' in the blank data entry field.						
	1. Equipment Purchases [ ]						

SAMPLE

6.	**Others**						
	Instructions : List items that do not fit into the previously mentioned categories. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Others', and enter 'a brief description' in the blank data entry field.						
	1. Others [ ]						
7.	**Indirect Costs**						
	Instructions : "Indirect Costs" means expenses incurred for the management and administration of a project (e.g., utility costs, accounting services, contract administration, postage, management personnel, telephone bills, etc.) Total Indirect Costs may not exceed 15% of the total direct Grant Request expenses. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Indirect Costs', and enter 'Indirect Costs' in the blank data entry field.						
	1. Indirect Costs [ ]						
	2. Adjustments (Rounded) [ ]						
	Totals						

SAMPLE

	Category	Total	Grant Req.	Match	Narrative
1.	Staff				
2.	Contracts				
3.	Materials / Supplies				
4.	Equipment Use Expenses				
5.	Equipment Purchases				
6.	Others				
7.	Indirect Costs				
	Totals				

SAMPLE

D.9

Environmental Review Data Sheet (ERDS)

ITEM 1 and ITEM 2

ITEM 1

a. Has a CEQA Notice of Determination (NOD) been filed for the Project? If checked YES, stop here. If checked NO, complete ITEM #2. ○ Yes ○ No

ITEM 2

b. Does the proposed Project include a request for funding for CEQA and/or NEPA document preparation prior to implementing the remaining Project Deliverables (i.e., is it a two-phased Project pursuant to Section 4970.06.1(b)) ○ Yes ○ No

ITEM 3 - Project under CEQA Guidelines Section 15378

NOTE: If the proposed activities are considered a "Project" under CEQA Guidelines Section 15378, the Applicant must provide an explanation for answers to ITEMS 4 – 13. Simple YES or NO responses without an explanation shall not be accepted. If an explanation can be found in NEPA or other documentation, then summarize and list the page number from which the Applicant is summarizing. For ITEMS 5–13, the Applicant may refer to Best Management Practices (BMPs), Standard Operating Practices or Procedures (SOPs), and Limited Operating Periods (LOPs), or similar standard measures described in ITEM 4, that will avoid adverse effects from the Applicant's activities.

c. Are the proposed activities a "project" under CEQA Guidelines Section 15378? If YES, complete ITEMS 4 - 13. If unsure, select YES, and complete ITEMS 4 - 13. If checked NO, complete ITEM # 3d. ○ Yes ○ No

d. The Application is requesting funds solely for personnel and support to enforce OHV laws and ensure public safety. These activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and are thus not a "Project" under CEQA. If checked YES, stop here. If checked NO, complete ITEM # 3e. ○ Yes ○ No

e. Other. Explain why proposed activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and are thus not a "project" under CEQA. E.g., Project activities involving heavy equipment, grading, etc. typically are considered a project under CEQA. DO NOT complete ITEMS 4 – 13.

ITEM 4 - Specify all standard measures (e.g., BMPs, established SOPs, or similar)

Specify all standard measures (e.g., BMPs, established SOPs, or similar) within the Project description that have been incorporated into the Project description to avoid potential impacts to biological resources, cultural resources, or other resources evaluated in the ERDS.

Response is limited to 5,000 characters.

ITEM 5 - Evaluate the Impact of this Project

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Evaluate the impact of this Project on wetlands, navigable waters, special-status species (including threatened and endangered species), and sensitive habitats. All Applicants must address all special-status species that have the potential to occur in the Project Area. Describe what analysis was completed as a part of the evaluation to determine potential impacts.

Applicants are encouraged to refer to the California Department of Fish and Wildlife California Natural Diversity Database (CNDDB) to identify special-status species that have a potential to occur within and surrounding the Project Area. If the applicant does not have a CNDDB subscription, contact your grant representative for assistance conducting this record search.

Applicants are encouraged to refer to the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) to identify special-status species, not captured by CNDDB, and USFWS designated critical habitats that have a potential to occur within and surrounding the Project Area.

Applicants are encouraged to refer to the USFWS National Wetlands Inventory (NWI) to identify wetlands or other waters within and surrounding the Project Area.

Response is limited to 5,000 characters.

ITEM 6 - Critical Habitat for Threatened and/or Endangered Species

Does USFWS final or proposed designated critical habitat for threatened and/or endangered species exist within or surrounding the Project site? ○ Yes ○ No

ITEM 7 - Evaluate Cumulative Impacts from this Project

Evaluate cumulative impacts from this Project along with others of the same type in the same general place, such as increased noise or traffic. Refer to the cumulative impacts discussion in the environmental impact statement, land management plan, or other sources as appropriate. Describe what analysis was completed as a part of the evaluation to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 8 - Significant effect on the environment

Discuss whether the proposed Project could have a significant effect on the environment due to substantial soil erosion or the loss of topsoil. Describe what analysis was completed as a part of the discussion to determine potential effects.

Response is limited to 5,000 characters.

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ITEM 9 - Potential for Damage to Scenic Resources within the Viewshed of a Highway

Discuss the potential for damage to scenic resources within the viewshed of a highway officially designated as a state scenic highway. Describe what analysis was completed as part of the discussion to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 10 - Hazardous Materials

Is the proposed Project Area located on a site included on any list compiled pursuant to Section 65962.5 of the California Government Code (hazardous materials)? ○ Yes ○ No

If YES, describe the location of the hazard relative to the Project site, the level of hazard and the measures to be taken to minimize or avoid the hazards:

ITEM 11 - Substantial adverse impacts to historical or cultural resources

Discuss the potential for the proposed Project to have any substantial adverse impacts to historical or cultural resources.

Describe what analysis was completed as a part of the discussion to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 12 - Indirect Significant Impacts

Discuss the potential for the Project to cause indirect significant impacts, such as by causing user groups to go elsewhere, causing significant impacts off-site, or significantly increasing use in the vicinity of the Project site.

Describe what analysis was completed as a part of the discussion to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 13 - Baseline conditions

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Discuss if the approval of the proposed project would change the existing baseline conditions and/or change OHV facility operations.

Response is limited to 5,000 characters.

CEQA/NEPA Attachment

All federal agencies and Federally Recognized Native American Tribe Applicants shall submit an analysis of the environmental impacts of the proposed Project comparable with the requirements of CEQA. This analysis may be in the form of completed Project-related NEPA compliance documentation for each Project or other comparable documentation prepared by the Applicant. In addition, the Applicant shall submit responses to the ERDS for each Project to allow the OHMVR Division to make a sufficient Project review to determine the appropriate level of CEQA compliance and any additional environmental documentation required from the Applicant to conform the Applicant's environmental analysis to CEQA.

Attachment Title	Attachment

SAMPLE

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Soil Conservation

PART 1 - DETERMINE THE NEED FOR FULL SOIL CONSERVATION PLAN (SCP)

All Applicants submitting Projects involving Ground Disturbing Activities shall submit a Soil Conservation Plan that clearly identifies what proposed Project(s) will be addressed and how the Soil Conservation Standard will be achieved for each proposed Project. The Soil Conservation Plan must cover the combined Project Area of all proposed Projects with Ground Disturbing Activities.

Applicants able to certify that none of the proposed activities listed in the Application have potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability, shall submit the Soil Conservation Plan form only. Applicants who cannot certify that the proposed activities listed in the Application will have no potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities or generate soil loss that exceeds restorability shall submit the Soil Conservation Plan form and a Soil Conservation Plan (refer to 14 CCR Section 4970.06.3).

Applicants who cannot certify that the proposed activities listed in the Application in areas open to legal OHV Recreation have no potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability shall submit SCP Parts 1 and 2.

1. Do any of proposed Projects involve Ground Disturbing Activities? (If you checked YES, complete # Question 2. If you checked NO, stop here). ○ Yes ○ No

2. Can the Applicant certify that none of the proposed Projects with Ground Disturbing Activities, including the OHV Recreation directly facilitated by these activities, have potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability? (If you checked YES complete SCP Form Item #2. If you checked NO, stop here). ○ Yes ○ No

SCP Form Item #2

Discuss the analysis and justification used to certify that the proposed Project, or OHV Recreation activity, does not have the potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability.

SAMPLE

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Soil Conservation

PART 2 - DETERMINE THE NEED FOR FULL SOIL CONSERVATION PLAN (SCP)

1. Do any of proposed Projects involve Ground Disturbing Activities? (If you checked YES, complete # Question 2. If you checked NO, stop here). ○ Yes ○ No

2. Did the Applicant certify that none of the proposed Projects with Ground Disturbing Activities, including the OHV Recreation directly facilitated by these activities, have potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability? (If you checked YES, stop here. If you checked NO, complete the Soil Conservation Plan on the next page). ○ Yes ○ No

PART 2 - SOIL CONSERVATION PLAN

In order to qualify for consideration of its Application, all Applicants submitting proposed Project(s) involving Ground Disturbing Activity shall submit a Soil Conservation Plan that clearly identifies what proposed Project(s) will be addressed and how the Soil Conservation Standard will be achieved for each proposed Project. The Soil Conservation Plan shall encompass all Project Areas for every Project with Ground Disturbing Activities for which funding is requested (Reference 2022 Regulations (Rev. 1/22), Section 4970.06.3).

Click on 'Show Documents' located in the upper right-hand corner of the screen to access the Soil Conservation Plan Checklist and the Soil Conservation Standards and Guidelines.

When you have completed a Soil Conservation Plan for the proposed Project(s) involving Ground Disturbing Activity, click the 'Browse...' button to attach the plan and enter a title in the 'Attachment Title' field (e.g., Soil Conservation Plan 2013-2014).

Attachment Title	Attachment

PART 2 - SOIL CONSERVATION PLAN - Additional attachments (large size)

To upload large files over 25 MB, please click on the blue up arrow image. This will open up an popup window to upload attachment.
Click the 'Browse...' button to attach the HMP and click on Save to save attachment.
Once the attachment popup window is closed, click on Save button on the main screen.

i. Attachment 1

ii. Attachment 2

iii. Attachment 3

iv. Attachment 4

v. Attachment 5

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Evaluation Criteria

1. Project Cost Estimate - Q 1. (Auto populates from Cost Estimate)

1. As calculated on the Project Cost Estimate, the percentage of the Project costs covered by the Applicant is:

(Note: This field will auto-populate once the Cost Estimate and Evaluation Criteria are Validated.)

- ○ 76% or more (10 points)
- ○ 66% - 75% (7 points)
- ○ 51% - 65% (5 points)
- ○ 36% - 50% (4 points)
- ○ 26% - 35% (2 points)
- ○ 11% - 25% (1 point)
- ○ 10% (Match minimum) (No points)

2. Natural and Cultural Resources - Q 2.

2. Cultural and Natural Resources that would be adversely impacted if the Project failed to be funded:

(Check all that apply)

- ☐ Archeological and historical resources identified in the California Register of Historical Resources or the National Register of Historic Places (3 points)
- ☐ Bodies of Water (e.g., stream, reservoir, canal, lake, etc.) (3 points)
- ☐ Soils- Potential for mass wasting (e.g., landslides, debris flow, excessive erosion, etc.) (2 points)
- ☐ Sensitive areas (e.g., Areas of Critical Environmental Concern, designated wilderness areas, wild and scenic rivers, etc.) (2 point each, up to a maximum of 6)
- ☐ Threatened and Endangered (T&E) listed species (2 point each, up to a maximum of 6)
- ☐ Other special-status species* (1 point each, up to a maximum of 3)
- ☐ Project is solely for Restoration Planning (No points)

Provide a detailed explanation regarding the type and severity of impacts that might occur relative to the item(s) checked above:

3. Reason for Project - Q 3.

3. The primary reason for the Project is:

(Check the one most appropriate)

- ○ Protect special-status species or cultural site (4 points)
- ○ Restore natural resource system damaged by OHV activity (4 points)
- ○ OHV activity in a closed area (3 points)
- ○ Alternative measures attempted, but failed (2 points)
- ○ Management decision (1 point)
- ○ Scientific and cultural studies (1 point)
- ○ Planning efforts associated with Restoration (1 point)

Provide a name and date of reference document that supports this Project:

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4. Measures to Ensure Success - Q 4.

4. The Project makes use of the following elements to ensure successful implementation:

(Check all that apply)

- ☐ Site monitoring to prevent additional damage (2 points)
- ☐ Construction of barriers and other traffic control devices (2 points)
- ☐ Use of native plants and materials (2 points)
- ☐ Incorporation of universally recognized "Best Management Practices" (2 points)
- ☐ Educational signage (2 points)
- ☐ Identification of alternate OHV routes to ensure that OHV activities will not reoccur in restored area (2 points)
- ☐ Project is solely for Restoration Planning (No points)

Provide a detailed explanation for each statement that was checked above:

5. Publicly Reviewed Plan - Q 5.

5. Is there a publicly reviewed and adopted plan (e.g., wilderness designation, land management plan, route designation decision) that supports the need for the Restoration Project?

(Check the one most appropriate)

- ○ No (No points)
- ○ Yes (5 points)

Provide name and date of the plan that supports the Project:

6. Primary Funding Source - Q 6.

6. Primary funding source for all future operational costs associated with the Project will be:

(Check the one most appropriate)

- ○ Applicant's or Land Manager's operational budget. Applicant will not apply for future Grants (5 points)
- ○ Combination of OHV Trust Funds and operational budget (3 points)
- ○ OHV Trust Funds (No points)

Provide a detailed explanation for checked statement:

7. Public Input - Q 7.

7. The Project was developed with public input prior to the preliminary Application filing deadline. Public input employed the following:

(Check all that apply)

- ☐ The Applicant initiated and conducted publicly noticed meeting(s) with the general public to discuss Project (1 point)
- ☐ The Applicant held a meeting(s) with multiple distinct stakeholders separate from their general public meeting (1 point)

Provide a detailed explanation for each statement that was checked. Identify date(s) of meetings, location(s), participants, how public was notified of the meeting, and who hosted the meeting. Applicant must identify how distinct stakeholders are stakeholder to the Project. Do not include internal agency meetings or meetings that occurred more than 12 months prior to filing the preliminary Application:

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Note: For any meeting held virtually, the Applicant must notify the Division prior to the virtual meeting by email at OHV.Grants@parks.ca.gov.

8. Utilization of Partnerships - Q 8.

8. The Project will utilize partnerships to successfully accomplish the Project. Identify the number of organizations that will actively participate in the Project. Partners cannot include any unit of the OHVMR Division, subcontractors, any participant being paid by this OHV Grant and Cooperative agreement, or any Grantee receiving Grant funds for a Project in the Project Area as specified in this Application.

(Check the one most appropriate)

- ○ 4 or more (4 points)
- ○ 2 to 3 (2 points)
- ○ 1 (1 point)
- ○ None (No points)

List each partner organization(s) separately and provide a detailed explanation for how each partner will participate in the Project:

9. Scientific and Cultural Studies - Q 9.

9. Scientific and cultural studies will: (Respond ONLY if Restoration Project involves scientific and/or cultural studies.)

(Check all that apply)

- ☐ Determine appropriate Restoration techniques (2 points)
- ☐ Examine potential effects of OHV Recreation on natural or cultural resources (2 points)
- ☐ Examine methods to ensure success of Restoration efforts (1 point)
- ☐ Lead to direct management action (1 point)

Provide a detailed explanation for each selection:

10. Underlying Problem - Q 10.

10. The underlying problem that resulted in the need for the Restoration Project has been effectively addressed and resolved (e.g., incursions are no longer occurring) prior to this Application:

(Check the one most appropriate)

- ○ No (No points)
- ○ Yes (3 points)

Provide a detailed explanation for the "Yes" response:

11. Size of Sensitive Habitats - Q 11.

11. The size of sensitive habitats (e.g., Areas of Critical Environmental Concern, designated wilderness areas, wild and scenic rivers, meadows, wetlands, etc.) which will be actively restored through the Project will be:

(Check the one most appropriate)

- ○ Greater than 10 acres within the Project Area (5 points)

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- 1 – 10 acres within the Project Area (3 points)
- Less than 1 acre within the Project Area (1 point)
- No sensitive habitat will be restored within the Project Area (No points)

12. Cause of Restoration activity - Q12

12 Is the majority of the restoration activity being performed in the Project Area caused by current legal/illegal OHV Recreation?

(Check the one most appropriate)

- Yes (20 Points)
- No (No points)

Provide a detailed explanation for the "Yes" response:

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Education & Safety

Background - Provide a brief description of the Applicant or Land Manager's organization/program (e.g., location and types of recreation available) - 4970.13(f)(1)

Provide a brief description of the Applicant or Land Manager's organization/program (e.g. location and types of recreation available):

Project Description - The Project Description shall provide sufficient clarity such that those not familiar with the Application or Project can understand what the Applicant intends to do - 4970.13(f) Note: Do not add Project Deliverables in this box.

Please only provide a brief synopsis of what the Project entails. Project Deliverables shall be entered in the next section.

Project Description - 4970.13(f)

List of Project Deliverables - 4970.13(f)(2)

Breakdown each distinct Project Deliverable and what it will take to accomplish the Deliverable in the spaces below. This information should match what's in your Project Cost Estimate.

To find examples of Project Deliverables, see 'Show Documents'.

Project Type ○ Education Project ○ Safety Project

Provide a list of Project Deliverables the Applicant proposes to undertake

#	Title	Project Deliverable Description
1.	Classroom and/or field training (Not for staff nor volunteers) (OHV Education Applications Only)	
2.	Educational Outreach (OHV Education Applications Only)	
3.	Creating/Updating/Printing OHV related maps and/or educational brochures/guides (OHV Education Applications Only)	
4.	Creating/Updating/Printing of	

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	OHV related trail and/or interpretive signs/panels (OHV Education Applications Only)	
5.	Voluntary Sound Testing (OHV Education Applications Only)	
6.	OHV First Responder Activities as related to OHV Recreation (OHV Safety Applications Only)	
7.	OHV Search and Rescue Activities as related to OHV Recreation (OHV Safety Applications Only)	
8.	First aid stations (OHV Safety Applications Only)	
9.	Other (unique to OHV Safety or OHV Education, depending on what type of Project)	
10.	Other (unique to OHV Safety or OHV Education, depending on what type of Project)	
11.	Other (unique to OHV Safety or OHV Education, depending on what type of Project)	
12.	Other (unique to OHV Safety or OHV Education, depending on what type of Project)	

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Relation of Proposed Project to OHV Recreation - 4970.13(f)(3)

Describe how the proposed Project relates to OHV Recreation and will add to, enhance, or otherwise sustain OHV Recreation or OHV Opportunity in the Project Area:

Response is limited to 5,000 characters.

Identification of Needs - 4970.13(f)(4)

Identify of the needs the Project will address:

Response is limited to 5,000 characters.

Location of Training/Services - 4970.13(f)(5)

Provide the location where training/services will be conducted:

Response is limited to 5,000 characters.

OHV Safety, Environmental Responsibility, and Respect Private Property - 4970.13(f)(6) (Education Projects ONLY)

If the proposed Project contains an Education element, provide a description of how the Project teaches OHV safety, environmental responsibility, and respect for private property:

Response is limited to 5,000 characters.

District and County Information

California State Senate Districts

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Senate district(s).

☐ State Senate 01 ☐ State Senate 02 ☐ State Senate 03 ☐ State Senate 04

☐ State Senate 05 ☐ State Senate 06 ☐ State Senate 07 ☐ State Senate 08

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State Senate 09	State Senate 10	State Senate 11	State Senate 12
State Senate 13	State Senate 14	State Senate 15	State Senate 16
State Senate 17	State Senate 18	State Senate 19	State Senate 20
State Senate 21	State Senate 22	State Senate 23	State Senate 24
State Senate 25	State Senate 26	State Senate 27	State Senate 28
State Senate 29	State Senate 30	State Senate 31	State Senate 32
State Senate 33	State Senate 34	State Senate 35	State Senate 36
State Senate 37	State Senate 38	State Senate 39	State Senate 40

California State Assembly Districts

Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Assembly district(s).

State Assembly 01	State Assembly 02	State Assembly 03	State Assembly 04
State Assembly 05	State Assembly 06	State Assembly 07	State Assembly 08
State Assembly 09	State Assembly 10	State Assembly 11	State Assembly 12
State Assembly 13	State Assembly 14	State Assembly 15	State Assembly 16
State Assembly 17	State Assembly 18	State Assembly 19	State Assembly 20
State Assembly 21	State Assembly 22	State Assembly 23	State Assembly 24
State Assembly 25	State Assembly 26	State Assembly 27	State Assembly 28
State Assembly 29	State Assembly 30	State Assembly 31	State Assembly 32
State Assembly 33	State Assembly 34	State Assembly 35	State Assembly 36
State Assembly 37	State Assembly 38	State Assembly 39	State Assembly 40
State Assembly 41	State Assembly 42	State Assembly 43	State Assembly 44
State Assembly 45	State Assembly 46	State Assembly 47	State Assembly 48
State Assembly 49	State Assembly 50	State Assembly 51	State Assembly 52
State Assembly 53	State Assembly 54	State Assembly 55	State Assembly 56
State Assembly 57	State Assembly 58	State Assembly 59	State Assembly 60
State Assembly 61	State Assembly 62	State Assembly 63	State Assembly 64
State Assembly 65	State Assembly 66	State Assembly 67	State Assembly 68
State Assembly 69	State Assembly 70	State Assembly 71	State Assembly 72
State Assembly 73	State Assembly 74	State Assembly 75	State Assembly 76
State Assembly 77	State Assembly 78	State Assembly 79	State Assembly 80

California Congressional Districts

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (https://www.govtrack.us/congress/members/CA) in your browser to determine the Congressional district(s).

Congressional District 1	Congressional District 2	Congressional District 3
Congressional District 4	Congressional District 5	Congressional District 6
Congressional District 7	Congressional District 8	Congressional District 9
Congressional District 10	Congressional District 11	Congressional District 12
Congressional District 13	Congressional District 14	Congressional District 15
Congressional District 16	Congressional District 17	Congressional District 18

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☐ Congressional District 19	☐ Congressional District 20	☐ Congressional District 21
☐ Congressional District 22	☐ Congressional District 23	☐ Congressional District 24
☐ Congressional District 25	☐ Congressional District 26	☐ Congressional District 27
☐ Congressional District 28	☐ Congressional District 29	☐ Congressional District 30
☐ Congressional District 31	☐ Congressional District 32	☐ Congressional District 33
☐ Congressional District 34	☐ Congressional District 35	☐ Congressional District 36
☐ Congressional District 37	☐ Congressional District 38	☐ Congressional District 39
☐ Congressional District 40	☐ Congressional District 41	☐ Congressional District 42
☐ Congressional District 43	☐ Congressional District 44	☐ Congressional District 45
☐ Congressional District 46	☐ Congressional District 47	☐ Congressional District 48
☐ Congressional District 49	☐ Congressional District 50	☐ Congressional District 51
☐ Congressional District 52	☐ Congressional District 53	

County

Select one or more of the California Counties where the proposed project activities will occur.

☐ Alameda	☐ Alpine	☐ Amador	☐ Butte	☐ Calaveras	☐ Colusa
☐ Contra Costa	☐ Del Norte	☐ El Dorado	☐ Fresno	☐ Glenn	☐ Humboldt
☐ Imperial	☐ Inyo	☐ Kern	☐ Kings	☐ Lake	☐ Lassen
☐ Los Angeles	☐ Madera	☐ Marin	☐ Mariposa	☐ Mendocino	☐ Merced
☐ Modoc	☐ Mono	☐ Monterey	☐ Napa	☐ Nevada	☐ Orange
☐ Placer	☐ Plumas	☐ Riverside	☐ Sacramento	☐ San Benito	☐ San Bernardino
☐ San Diego	☐ San Francisco	☐ San Joaquin	☐ San Luis Obispo	☐ San Mateo	☐ Santa Barbara
☐ Santa Clara	☐ Santa Cruz	☐ Shasta	☐ Sierra	☐ Siskiyou	☐ Solano
☐ Sonoma	☐ Stanislaus	☐ Sutter	☐ Tehama	☐ Trinity	☐ Tulare
☐ Tuolumne	☐ Ventura	☐ Yolo	☐ Yuba		

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Additional Documentation

1 Optional Project-Specific Application Documents

If Applicants deem it helpful to support their specific Project Application, they may submit up to two (2) pages of Project-specific photos.

Attachment Title	Attachment

2 Optional Project-specific Maps

If Applicants deem it helpful to support their specific Project Application, they may submit Project-specific map(s).

Attachment Title	Attachment

SAMPLE

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Project Cost Estimate

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
1.	**Staff**						
	Instructions : Indicate any and all staff expected to perform duties/work for the Project, by job title or classification. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Staff', and enter in the appropriate 'job title or classification' in the blank data entry field.						
	1. Staff [ ]						
2.	**Contracts**						
	Instructions : Indicate any and all contracts for services . Specify what service the contract is for. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Contracts', and enter 'a brief description' in the blank data entry field.						
	1. Contracts [ ]						
3.	**Materials / Supplies**						
	Instructions : Indicate the types of materials/supplies to be purchased and used on the Project. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Materials/Supplies', and enter 'a brief description' in the blank data entry field.						
	1. Materials / Supplies [ ]						
4.	**Equipment Use Expenses**						
	Instructions : Costs associated with Equipment used for a Project will be paid on a use basis in accordance with the Applicant's local fair market rental rates, but shall never exceed the Grantee's actual cost. The Grantee may not charge a use fee for vehicles or Equipment purchased with OHV Trust Funds, except for fuel and minor maintenance costs. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Equipment Use Expenses', and enter 'a brief description' in the blank data entry field.						
	1. Equipment Use Expenses [ ]						
5.	**Equipment Purchases**						
	Instructions : 'Equipment' means tangible property that has a normal useful life of at least one year and has a unit acquisition cost of at least $1,000 (e.g., four identical assets which cost $400 each, for a $1,600 total, would not meet the requirement). Equipment does not include expendable items such as personal safety gear, or tires. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Equipment Use', and enter 'a brief description' in the blank data entry field.						
	1. Equipment Purchases [ ]						

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6.	**Others**						
	Instructions : List items that do not fit into the previously mentioned categories. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Others', and enter 'a brief description' in the blank data entry field.						
	1. Others [ ]						
7.	**Indirect Costs**						
	Instructions : "Indirect Costs" means expenses incurred for the management and administration of a project (e.g., utility costs, accounting services, contract administration, postage, management personnel, telephone bills, etc.) Total Indirect Costs may not exceed 15% of the total direct Grant Request expenses. NOTE: Under 'Description' click the 'Drop Down Menu', select 'Indirect Costs', and enter 'Indirect Costs' in the blank data entry field.						
	1. Indirect Costs [ ]						
	2. Adjustments (Rounded) [ ]						
	Totals						

SAMPLE

	Category	Total	Grant Req.	Match	Narrative
1.	Staff				
2.	Contracts				
3.	Materials / Supplies				
4.	Equipment Use Expenses				
5.	Equipment Purchases				
6.	Others				
7.	Indirect Costs				
	Totals				

SAMPLE

D.9

Environmental Review Data Sheet (ERDS)

ITEM 1 and ITEM 2

ITEM 1

a. Has a CEQA Notice of Determination (NOD) been filed for the Project? If checked YES, stop here. If checked NO, complete item #2. ○ Yes ○ No

ITEM 2

b. Does the proposed Project include a request for funding for CEQA and/or NEPA document preparation prior to implementing the remaining Project Deliverables (i.e., is it a two-phased Project pursuant to Section 4970.06.1(b)) ○ Yes ○ No

ITEM 3 - Project under CEQA Guidelines Section 15378

NOTE: If the proposed activities are considered a "Project" under CEQA Guidelines Section 15378, the Applicant must provide an explanation for answers to ITEMS 4 – 13. Simple YES or NO responses without an explanation shall not be accepted. If an explanation can be found in NEPA or other documentation, then summarize and list the page number from which the Applicant is summarizing. For ITEMS 5–13, the Applicant may refer to Best Management Practices (BMPs), Standard Operating Practices or Procedures (SOPs), and Limited Operating Periods (LOPs), or similar standard measures described in ITEM 4, that will avoid adverse effects from the Applicant's activities.

c. Are the proposed activities a "project" under CEQA Guidelines Section 15378? If YES, complete ITEMS 4 - 13. If unsure, select YES, and complete ITEMS 4 - 13. If checked NO, complete letter d. ○ Yes ○ No

d. The Application is requesting funds solely for personnel and support to enforce OHV laws and ensure public safety. These activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and are thus not a "Project" under CEQA. ○ Yes ○ No

e. Other. Explain why proposed activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and are thus not a "project" under CEQA. E.g., Project activities involving heavy equipment, grading, etc. typically are considered a project under CEQA. DO NOT complete ITEMS 4 – 13.

ITEM 4 - Specify all standard measures (e.g., BMPs, established SOPs, or similar)

Specify all standard measures (e.g., BMPs, established SOPs, or similar) within the Project description that have been incorporated into the Project description to avoid potential impacts to biological resources, cultural resources, or other resources evaluated in the ERDS.

Response is limited to 5,000 characters.

ITEM 5 - Evaluate the Impact of this Project

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Evaluate the impact of this Project on wetlands, navigable waters, special-status species (including threatened and endangered species), and sensitive habitats. All Applicants must address all special-status species that have the potential to occur in the Project Area. Describe what analysis was completed as a part of the evaluation to determine potential impacts.

Applicants are encouraged to refer to the California Department of Fish and Wildlife California Natural Diversity Database (CNDDB) to identify special-status species that have a potential to occur within and surrounding the Project Area. If the applicant does not have a CNDDB subscription, contact your grant representative for assistance conducting this record search.

Applicants are encouraged to refer to the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) to identify special-status species, not captured by CNDDB, and USFWS designated critical habitats that have a potential to occur within and surrounding the Project Area.

Applicants are encouraged to refer to the USFWS National Wetlands Inventory (NWI) to identify wetlands or other waters within and surrounding the Project Area.

Response is limited to 5,000 characters.

ITEM 6 - Critical Habitat for Threatened and/or Endangered Species

Does USFWS final or proposed designated critical habitat for threatened and/or endangered species exist within or surrounding the Project site? ○ Yes ○ No

ITEM 7 - Evaluate Cumulative Impacts from this Project

Evaluate cumulative impacts from this Project along with others of the same type in the same general place, such as increased noise or traffic. Refer to the cumulative impacts discussion in the environmental impact statement, land management plan, or other sources as appropriate. Describe what analysis was completed as a part of the evaluation to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 8 - Significant effect on the environment

Discuss whether the proposed Project could have a significant effect on the environment due to substantial soil erosion or the loss of topsoil. Describe what analysis was completed as a part of the discussion to determine potential effects.

Response is limited to 5,000 characters.

SAMPLE

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ITEM 9 - Potential for Damage to Scenic Resources within the Viewshed of a Highway

Discuss the potential for damage to scenic resources within the viewshed of a highway officially designated as a state scenic highway. Describe what analysis was completed as part of the discussion to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 10 - Hazardous Materials

Is the proposed Project Area located on a site included on any list compiled pursuant to Section 65962.5 of the California Government Code (hazardous materials)? ○ Yes ○ No

If YES, describe the location of the hazard relative to the Project site, the level of hazard and the measures to be taken to minimize or avoid the hazards:

ITEM 11 - Substantial adverse impacts to historical or cultural resources

Discuss the potential for the proposed Project to have any substantial adverse impacts to historical or cultural resources.

Describe what analysis was completed as a part of the discussion to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 12 - Indirect Significant Impacts

Discuss the potential for the Project to cause indirect significant impacts, such as by causing user groups to go elsewhere, causing significant impacts off-site, or significantly increasing use in the vicinity of the Project site.

Describe what analysis was completed as a part of the discussion to determine potential impacts.

Response is limited to 5,000 characters.

ITEM 13 - Baseline conditions

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Discuss if the approval of the proposed project would change the existing baseline conditions and/or change OHV facility operations. Response is limited to 5,000 characters.

CEQA/NEPA Attachment

All federal agencies and Federally Recognized Native American Tribe Applicants shall submit an analysis of the environmental impacts of the proposed Project comparable with the requirements of CEQA. This analysis may be in the form of completed Project-related NEPA compliance documentation for each Project or other comparable documentation prepared by the Applicant. In addition, the Applicant shall submit responses to the ERDS for each Project to allow the OHMVR Division to make a sufficient Project review to determine the appropriate level of CEQA compliance and any additional environmental documentation required from the Applicant to conform the Applicant's environmental analysis to CEQA.

Attachment Title	Attachment

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Evaluation Criteria

1. Project Cost Estimate - Q 1. (Auto populates from Cost Estimate)

The Applicant is applying for the following type of Project: (Check the one most appropriate)

- ○ Education – Applicants shall only respond to items 1, 2, 4, 5, 6, 7, 8, 9, 10, and 11.
- ○ Safety – Applicants shall only respond to items 1, 2, 4, 5, 6 ,12, 13, 14, and 15.

1. As calculated on the Project Cost Estimate, the percentage of the Project costs covered by the Applicant is:

(Note: This field will auto-populate once the Cost Estimate and Evaluation Criteria are Validated.)

- ○ 76% or more (10 points)
- ○ 66% - 75% (7 points)
- ○ 51% - 65% (5 points)
- ○ 36% - 50% (4 points)
- ○ 26% - 35% (2 points)
- ○ 25% (Match minimum) (No points)

2. Project Performance - Q 2.

2. At any time in the last two complete calendar years prior to the current Grant cycle, has the Applicant been out of Good Standing with the Division?

(Check the one most appropriate)

- ○ No (10 points)
- ○ Yes (No points)
- ○ First time Applicants or Applicants without active projects in the last two complete calendar years. (5 points)

3. Previous Year's Performance - Q 3. (FOR DIVISION USE ONLY)

3. In the previous year the Applicant has been responsive and communicated effectively with the assigned OHMVR Grant Administrator by phone, email or personal visit.

(FOR DIVISION USE ONLY) (Check the one most appropriate)

- ○ In the previous year the Applicant has been responsive and communicated effectively with their assigned OHMVR Grant Administrator by phone, email or personal visit (3 points)
- ○ First time Applicants and past Applicants with no active Grant Projects within the last two years (2 points)
- ○ In the previous year the Applicant has not been responsive (No points)

4. Utilization of Partnerships - Q 4.

4. The Project will utilize partnerships to successfully accomplish the Project. Identify the number of organizations that will actively participate in the Project. Partners cannot include any unit of the OHVMR Division, subcontractors, any participant being paid by this OHV Grant and Cooperative agreement, or any Grantee receiving Grant funds for a Project in the Project Area as specified in this Application.

(Check the one most appropriate)

- ○ 4 or more (4 points)
- ○ 2 to 3 (2 points)
- ○ 1 (1 point)
- ○ None (No points)

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List each partner organization(s) separately and provide a detailed explanation for how each partner will participate in the Project:

5. Types of OHV Recreation - Q 5.

5. The Project addresses the following types of OHV Recreation:

(Check all that apply) - Scoring: 1 point each, up to a maximum of 6 points

- ☐ ATV
- ☐ 4X4
- ☐ Motorcycle
- ☐ Recreation Utility Vehicle (RUV)/Side-by-Side
- ☐ Snowmobile
- ☐ Dune buggy, rail

Provide a detailed explanation of how each vehicle type will be addressed in this Project:

6. Public Input Prior to the Preliminary Application - Q 6.

6. The Project was developed with public input prior to the preliminary Application filing deadline. Public input employed the following:

(Check all that apply)

- ☐ The Applicant initiated and conducted publicly noticed meeting(s), held either in-person or virtual, with the general public to discuss Project (1 point)
- ☐ The Applicant held a meeting(s), held either in-person or virtual, with multiple distinct stakeholders separate from their general public meeting (1 point)

Provide a detailed explanation for each statement that was checked. Identify the dates(s) of meetings, location(s), participants, how public was notified of meeting, and who hosted the meeting. Applicant must identify how distinct stakeholders are stakeholders to the Project. Do not include internal agency meetings or meetings that occurred more than 12 months prior to filing the preliminary Application:

Note: For any meeting held virtually, the Applicant must notify the Division prior to the virtual meeting by email at OHV.Grants@parks.ca.gov.

7. Incorporates Elements - Q 7. (Education Project ONLY)

7. Prior to Preliminary Application filing, the Project has incorporated the following clearly identifiable and/or measurable elements:

(Check all that apply)

- ☐ Process of researching issues and audience (2 points)
- ☐ Objectives and outcomes (2 points)
- ☐ Testing process to ensure outcomes are effective (2 points)
- ☐ Plan to implement the Project (2 points)
- ☐ Evaluation of the Project process (2 points)
- ☐ Evaluation and feedback received from Project participant (2 points)

Provide a detailed explanation for each statement that was checked:

8. Methods of Education - Q 8. (Education Project ONLY)

8. The Project will utilize the following methods of education:

(Check all that apply) - Scoring: 2 points each up to a maximum of 14 points

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- ☐ Hands on learning
- ☐ Formal class setting
- ☐ Printed media (brochures, panels, billboards, flyers etc.)
- ☐ Internet classes
- ☐ Self-guided trails
- ☐ Other (Specify)
- ☐ Social media
- ☐ Outreach booths/Exhibits
- ☐ Interpretive talks, rides, events
- ☐ Audio/video programs
- ☐ Website (message, not classes)

Provide a detailed explanation for each statement that was checked:

9. Number of Times Exposed to Message - Q 9. (Education Project ONLY)

9. Total number of times individuals are directly exposed to the message through the Project's educational methods identified in Question 8:

(Check the one most appropriate)

- ○ Greater than 10,000 (4 points)
- ○ 1,000 to 10,000 (3 points)
- ○ 100 to 1,000 (2 points)
- ○ 20 to 100 (1 point)
- ○ 0 to 20 (No points)

Provide a detailed explanation for the quantity checked:

10. Average Time Exposed to Message - Q 10. (Education Project ONLY)

10. Average time a participant will have direct exposure to the Project's message or training through educational methods identified in Question 8:

(Check the one item of highest point value that applies)

- ○ Greater than 2 hours (4 points)
- ○ 1 hour to 2 hours (3 points)
- ○ 5 minutes to less than 1 hour (2 points)
- ○ 1 minute to less than 5 minutes (A Project for maps will fall under this category) (1 point)
- ○ Less than 1 minute (No points)

Provide a detailed explanation for the checked statement:

11. Project Provides ASI / MSF Training - Q 11. (Education Project ONLY)

11. The Project utilizes certified ATV Safety Institute Motorcycle Safety Foundation and/or Recreational Off-Highway Vehicle Association trainers to provide training:

(Check the one most appropriate)

- ○ No (No points)
- ○ Yes (2 points)

Provide a detailed explanation for the 'Yes' response:

12. Level of Personnel Trained / Search and Rescue Staff - Q 12. & 13. (Safety Project ONLY)

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12. The majority of personnel utilized in the Project are trained to the following level:

(Check the one most appropriate)

- ○ Emergency Medical Technician level, or higher (5 points)
- ○ First Responder level (2 points)
- ○ First Aid and CPR (1 point)
- ○ No training (No points)

13. The Project involves search and rescue staff that is:

(Check the one most appropriate)

- ○ All volunteer (5 points)
- ○ A majority of volunteers with some paid staff (4 points)
- ○ Paid staff working regular hours (non-overtime) (2 points)
- ○ Paid staff working overtime shifts (No points)

14. Types of Training Personnel Possess - Q 14. (Safety Project ONLY)

14. The Project will have the majority of personnel trained in the following areas:

(Check all that apply) - Scoring: 2 points each, up to a maximum of 16 points

- ☐ Radio communication
- ☐ Avalanche rescue
- ☐ Swift water rescue
- ☐ Dog handling
- ☐ Rope skills
- ☐ Wilderness search and rescue
- ☐ Tracking skills
- ☐ Navigation training
- ☐ ATV certification
- ☐ Motorcycle certification
- ☐ 4 x 4/Off-Road training
- ☐ Other (Specify)

15. Experience Performing OHV Search and Rescue - Q 15. (Safety Project ONLY)

15. The Applicant has documented experience performing OHV search and rescue operations and providing medical aid to OHV operators. In the prior calendar year the Applicant has performed and documented:

(Check the one most appropriate)

- ○ 50 Medicals or search and rescue missions in support of OHV Recreation (8 points)
- ○ 30 Medicals or search and rescue missions in support of OHV Recreation (5 points)
- ○ 10 Medicals or search and rescue missions in support of OHV Recreation (3 points)
- ○ 0 Medicals or search and rescue missions in support of OHV Recreation (No points)

Provide a detailed explanation for the checked statement:

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MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

February 1, 2022

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

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Tom Sweeney	District II 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

Pete Judy/Chief Probation Officer introduced Elizabeth Nickerson, his newest Probation Officer, and discussed her background.

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

During public comment, Bob Johns/County Veterans Service Officer, Julianne Simms, Bill Yaley, Joel Marks, Jeremiah Bean, and Kari Kisela spoke in support of CA4. Supervisors Long and Forsythe also spoke in support of CA4.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

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CA1. **Sheriff's Office RES-2022-62**

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

CA2. **Administration RES-2022-63**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA3. **Administration RES-2022-64**

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

CA4. **Administration RES-2022-65**

Approve a Lease Agreement with Keith M. Bertken Post 6042 Veterans for Foreign Wars of the United States for Health and Human Services Agency Office Space; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. **Administration RES-2022-66**

Approve a Certificate of Acceptance for a Quitclaim Deed at 2975 Bear Valley Road in Hornitos; and Authorize the Board of Supervisors Chair to Sign the Certificate

CA6. **Administration/Community Development RES-2022-67**

Select and Appoint Andrew Milman as "At Large" Member to the Connect Mariposa Advisory Board (CMAB) with Term Expiring February 1, 2023

CA7. **Administration/Community Development RES-2022-68**

Rescind Resolution 21-415 and Adopt a Resolution Approving an Application for Community Development Block Grant (CDBG) Funding to Fund a Resort Hotel & Conference Center Feasibility Study; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Amendments Pertaining to This Grant (Subject to Approval as to Legal Form by County Counsel)

CA8. **Administration/Community Development RES-2022-69**

Rescind Resolution 21-306 and Adopt a Resolution Approving Submission of a Grant Application to Fund a Childcare Feasibility Study; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Amendments Pertaining to This Grant (Subject to County Counsel Approval as to Legal Form)

CA9. Item Withdrawn

CA10. **Board of Supervisors RES-2022-70**

Approve a Letter of Support for Mariposa County Fire Safe Council's Submission of Fire Prevention Grant Application 21-FP-MMU-0143 for the Bullion Ridge Fuel Break Project; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair)

CA11. **Board of Supervisors RES-2022-71**

Approve a Letter of Support for a Grant Application Submitted by the Mariposa County Fire Safe Council (FSC) for Mariposa Countywide Brush and Chip 21-

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FP-MMU-0026; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair)

CA12. **Board of Supervisors RES-2022-72**

Approve a Letter of Support for Mariposa County Resource Conservation District's Submission of a Grant Application for Mariposa County Fire Safe Roads - Highway 49 Project; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair)

CA13. **Fire RES-2022-73**

Approve a Letter of Support for a Grant Application Submitted by the Mariposa County Fire Safe Council (FSC) for Mariposa Countywide Brush and Chip 21-FP-MMU-0026; and Authorize the Fire Chief to Sign the Letter

CA14. **Fire RES-2022-74**

Approve a Letter of Support for a Grant Application Submitted by the Mariposa County Fire Safe Council (FSC) for Mt. Bullion Ridge Fuel Break Project 21-FP-MMU-0143; and Authorize the Fire Chief to Sign the Letter

CA15. **Fire RES-2022-75**

Approve a Letter of Support for a Grant Application Submitted by the Mariposa County Resource Conservation District (RDC) for the Mariposa County Fire Safe Roads-Highway 49 Project 21-FP-MMU-0225; and Authorize the Fire Chief to Sign the Letter

CA16. **Fire RES-2022-76**

Approve a Letter of Support for a Grant Application Submitted by the Mariposa County Public Work Department 21-FP-MMU-0204 Mariposa County Roadside Fuel Reduction Equipment Purchase; and Authorize the Fire Chief to Sign the Letter

CA17. **Public Works RES-2022-77**

Approve Plans & Specifications for Construction of the Mariposa Pool Re-Plaster and Repairs Project; Authorize the Interim Public Works and Transportation Director to Advertise and Award the Project to the Lowest Responsible Bidder; Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Recognizing Unanticipated Revenue from Grant Funds ($400,000) 4/5ths Vote Required

CA18. **Sheriff's Office RES-2022-78**

Approve Agreement Number 2022-26 with the United States Drug Enforcement Administration for Reimbursement for Marijuana and Drug Related Investigations; and Authorize the Sheriff to Sign the Agreement

E. Board Recognitions

1. **Board of Supervisors 2022-6**

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Proclaim the Month of February 2022 as "American Heart Month", and February 4, 2022, as "Wear Red Day" (Board Chair)

Therese Williams/John C. Fremont Healthcare District (JCFHD) Public Information Officer introduced Rachel Gorham, Educational Coordinator, who provided a telephone report. During public comment, Baljit Gil spoke in support of the item.

Supervisor Smallcombe presented the Proclamation to Matthew Matthiessen/JCFHD CEO and staff.

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

F. Departmental Presentation

Marlon Regisford/Caltrans District 10 Planning, Local Assistance and Environmental noted that they are tracking the recent state allocations for funding. Per Senate Bill 1, the California Transportation Commission allocated over 500 hundred million dollars for projects around the state to improve transportation infrastructure. Of that, 300 hundred million dollars was approved this week for funding through our State Highway Operations and Protections (SHOP) program which is, basically, to rehab and protect roads on the state highway program across the state. Mr. Regisford also noted that the federal funding that was recently approved by Congress is also being tracked by Caltrans to see what funding can be utilized for rural counties in District 10. He noted that they are also tracking funding for other programs that are coming up soon, specifically, the Active Transportation Program. Mr. Regisford noted that Mariposa County received two Active Transportation awards last round and advised that Caltrans is interested in applying for some projects around the area during this round. He also noted that, at this time, they are considering Groveland/Route 120 in Tuolumne County but are looking for opportunities in and around Mariposa County as well, and that they hope to advance the Mariposa Creek Parkway project, as well. Mr. Regisford further noted that Caltrans is also kicking off the District 10 Bicycle and Pedestrian Advisory Committee, and that its first meeting will be held on February 9, 2022, and they are looking for good participation from around the district. Mr. Regisford extended kudos to Mikey Goralnik as he's been supportive of this committee. Information dot.ca.gov click on District 10 in the upper left corner. Hope to introduce bicycle and pedestrian projects moving forward in alignment with our recent guidance which requires Caltrans to implement complete streets in all planning and design going forward. He also noted that they are looking at the Federal Bipartisan Infrastructure law to try to find funding for bridge projects all around the district. Mr. Regisford also discussed the Caltrans' Clean California Program, which is a big focus and discussed the grant program. The ask for today is if there are any areas where we can help support clean up the communities, let them know. Mr. Regisford also advised that they have identified a way to use Portland limestone cement to reduce their greenhouse gases in construction, and that they estimate that it will cut their emissions by 10% annually

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which will, hopefully, help them reach carbon neutrality by 2045.

Gregoria Ponce/Caltrans Office of Rural Planning reminded that the fiscal year 2022-2023 Draft Overall Work Program is due by March 1st for Caltrans review. She also advised that Caltrans has been working on the pedestrian project on Highway 140 which resumes in January. Ms. Ponce noted that changes at the intersections of 4th, 5th, 6th, 7th, 8th, 11th, and 12th streets will enhance safety for motorists and pedestrians, as well as improve mobility and accessibility by installing high visibility crosswalks, lighting, in-road warning lights, curb ramps and other features. She also advised that this will continue until Spring, 2022, and that construction will occur mostly at night but that there may be some periods of temporary lane closures to allow concrete to cure. Ms. Ponce requested that motorists take alternate routes whenever possible during these times.

Chair Smallcombe extended thanks for the updates.

Kari Kisella/Mariposa County Chamber of Commerce updated the Board on their social media efforts and noted that both their reach and engagement have increased by 50%.

Sarah Williams/Planning Director provided an overview of the January training for the Code Compliance Advisory Committee (CCAC). Ms. Williams also advised that the next CCAC meeting will be tomorrow when they are scheduled to discuss an amnesty program.

Brenda Sweeney/Chairperson of the Commission on Aging provided an annual update from the Commission.

Lizz Darcy/Health and Human Services Agency (HHSA) Public Information Officer reported that the 9th grade classrooms at Woodland elementary are closing, primarily due to operational concerns, and hope to open on Monday. She also advised that the Moderna vaccine was granted full approval for use by those 18-year-old and older and that it is now being called the Spike Vax, but that nothing has changed. Ms. Darcy also reported that Novovax submitted a request to the U.S. FDA for an Emergency Use Authorization, and that Pfizer is seeking an Emergency Use Authorization for Children 3 months of age or older. She also discussed the efficacy of vaccines and boosters and noted that clinics are held every Tuesday and Thursday. She also noted an upcoming clinic which will be held at the Sierra Foothill Charter School. Ms. Darcy also reported that there were 822 cases of COVID-19 in January and noted that previously it took us until September 2021 to reach 822 cases. Ms. Darcy also advised that they received word of another death.

Matthew Matthiessen/John C. Fremont Healthcare District CEO noted that it's exciting to hear the news on the new vaccines and encouraged everyone to get vaccinated and boosted. He also reminded that they have an Emergency Room team who can take care of covid or anything else. Mr. Matthiessen also reported that the Ewing Wing received another perfect score and retained its 5-star rating, and that it is one of only a handful of nursing homes in the country who have not had a single covid case. He also reported that the hospital has started doing breast biopsies so that people no longer must go out of town, and he advised that imaging services are now full time. Mr. Matthiessen also reminded that they still provide in-person visits two days a week in the northside communities.

Joe Lynch/Assistant County Administrative Officer noted that it was two years ago this week that Dr. Sergienko called together the first COVID meeting, and that there were only eight cases in the United States at the time. He also reported that the County has completed five months of COVID testing for employees and employee families, and that this week broke the record with 100 positive tests. Mr. Lynch also

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referenced the American Rescue Plan Act (ARPA) and advised that everything has been paid for with grants. He also extended kudos to the Public Health team for their efforts over the last two years.

G. Public Comment on Non-Agenda Items

No public comment.

H. Regular Agenda Items

1. **Public Works** **RES-2022-79**

Review Emergency Repair Work on White Rock Road as Required by Public Contract Code Section 22050(C)(1); and Adopt a Finding that There is a Need to Continue the Emergency Action Pursuant to Public Contract Code Section 22050 4/5ths Vote Required

Larry Harris/Deputy Public Works Director gave the staff report. No public input.

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

2. **Public Works** **RES-2022-80**

Accept Grant Award from the United States Department of Agriculture (USDA) for Community Compost and Food Waste Reduction Pilot Projects; Approve Grant Agreement; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve a Budget Action Recognizing Unanticipated Revenue in the Solid Waste & Recycling Budget ($75,300) 4/5ths Vote Required

Larry Harris gave the staff report. No public comment. In response to Supervisor Smallcombe's inquiry, Mr. Harris elaborated on the dumpsters that will be used.

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

3. **Public Works** **RES-2022-81**

Adopt a Resolution Authorizing the Interim Director of Public Works and Transportation to Submit an Application for the California Climate Investments (CCI) Fire Prevention Grant through Cal Fire for Purchase and

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Maintenance of Equipment; and Authorize the Board of Supervisors Chair to Sign Any Agreements or Documents Pertaining to This Grant (Subject to Approval as to Legal Form by County Counsel)

Larry Harris gave the staff report, noting that our portion of this grant is for the purchase of equipment, the excavator and a mulcher or masticator to help us clear along roads. During public comment, Jonathan Noel inquired if we have qualified mechanics to perform the maintenance or will we need to hire more people. Larry Harris responded, noting that this will be new equipment and will have a warranty for at least the first year but that we have sufficient staff to manage. Supervisor Smallcombe encouraged discussion with Chief Ward and Melinda Barrett regarding requirements for evacuation routes under the Governor's California Wildfire and Forest Resilience Action Plan.

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

4. **Fire RES-2022-82**

Authorize the Mariposa County Fire Chief to Submit an Application for the California Climate Investments (CCI) Fire Prevention Grant through Cal Fire Up to $80,000.00 for the Purchase of Maintenance and Attachments for Fuel Reduction Equipment; and Authorize the Fire Chief to Sign Any Agreements or Documents Pertaining to This Grant (Subject to Approval as to Legal Form by County Counsel)

Steve Ward/CAL FIRE - County Fire Chief gave the staff report. No public comment.

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

5. **Fire RES-2022-83**

Approve Job Description for Reserve Firefighter I/II

Steve Ward gave the staff report, noting that this is a follow-up item from a December 23rd board discussion. He noted that, if approved, they will start working with Human Resources and the CAO to get this funded and move forward with it. No public comment.

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

Recess

10:31 AM Chair Smallcombe recessed the meeting for a brief break and reconvened at 10:37 AM.

6. **Probation RES-2022-84**

Approve the Allocation of $2,250 from the Local Innovation Grant Funds to First 5 Mariposa for the Distribution of Child Identification Kits in Mariposa County; and Authorize the Board of Supervisor's Chair to Sign the Corresponding Agreement

Pete Judy gave the staff report for this and the following six items by providing an overview of the local innovation grant program through the Community Corrections Partnership. He noted that this program is an opportunity to get funds into the community with few strings attached. No public comment.

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

7. **Probation RES-2022-85**

Approve the Allocation of $8,524 from the Local Innovation Account to Mariposa Youth Basketball League to Expand the Program to Include All K-8Th Grade Students in Mariposa County; and Authorize the Board of Supervisor's Chair to Sign the Corresponding Agreement

No questions from the Board. No public comment.

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

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8. **Probation RES-2022-86**

Approve the Allocation of $88,000 from the Local Innovation Account to Mariposa County Arts Council to Build Community Capacity Around Creative Youth Development; and Authorize the Board of Supervisor's Chair to Sign the Corresponding Agreement

No questions from the Board. Pete Judy noted that the Arts Council has received past grants and that they are really good at staying in contact, providing receipts, and are very thorough, with programs that have a lot of value.

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

9. **Probation RES-2022-87**

Approve the Allocation of $9,521 from the Local Innovation Account to Alliance for Community Transformations for Website Design and Development for the Heritage House Program; and Authorize the Board of Supervisor's Chair to Sign the Corresponding Agreement

No questions from the Board. No public comment.

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

10. **Probation RES-2022-88**

Approve the Allocation of $5,687 from the Local Innovation Account to the Mariposa County Unified School District for the Mariposa County High School Math Contextualized in Construction Program; and Authorize the Board of Supervisor's Chair to Sign the Corresponding Agreement

No questions from the Board. No public comment.

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

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11. **Probation RES-2022-89**

Approve the Allocation of $33,600 from the Local Innovation Account to Mariposa Safe Families, Inc. to Implement the Mothers Empowering Mothers Support Group; and Authorize the Board of Supervisor's Chair to Sign the Corresponding Agreement

No questions from the Board. No public comment.

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

12. **Probation RES-2022-90**

Approve the Allocation of $2,387 from the Local Innovation Account to the Mariposa County Unified School District's Monarch Academy for the Construction of Dog Houses for Needy Families; and Authorize the Board of Supervisor's Chair to Sign the Corresponding Agreement

No questions from the Board. No public comment. Pete Judy noted that this grant is a good example of ideas that they would not have thought of.

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

I. Items removed from Consent Agenda

CA9. **Board of Supervisors**

Approve Minutes of Tuesday, January 04, 2022

J. Closed Session

1. **Administration/Human Resources (ID # 12596)**

CLOSED SESSION: Public Employee Discipline/Dismissal/Release

No public comment.

RESULT: CLOSED SESSION HELD

2. **Administration/Human Resources (ID # 12614)**

CLOSED SESSION: Public Employee Employment Title or Position to be

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Filed: (Government Code Section 54957 (B) (1)); Director of Public Works and Transportation

No public comment.

RESULT: CLOSED SESSION HELD

3. **Administration/Human Resources (ID # 12597)**

CLOSED SESSION: Conference with County Labor Negotiator; Name of Employee Organization: Deputy Sheriffs' Association (DSA); Name of County Designated Representative: Richard C. Bolanos

No public comment.

RESULT: CLOSED SESSION HELD

4. **Administration/Human Resources (ID # 12598)**

CLOSED SESSION: Conference with County Labor Negotiator; Name of Employee Organization: Sheriffs' Management Association (SMA); Name of County Designated Representative: Richard C. Bolanos

No public comment.

RESULT: CLOSED SESSION HELD

Recess

10:55 AM Chair Smallcombe moved the meeting into Closed Session.

Reconvene

11:18 AM Chair Smallcombe reconvened the Board meeting in open session.

K. Board Information

Information received.

Recessed

11:32 AM Chair Smallcombe recessed the meeting for lunch.

L. 2:00 PM Reconvene

2:00 PM Chair Smallcombe reconvened the meeting and noted that there are two closed session items still remaining, and she advised that there is a hard stop at 3:00 PM for Closed Session. She again announced the Closed Sessions and took public comment but there was none on either item. Chair Smallcombe reordered the items so that L.2 on the agenda was considered first.

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1. **Administration RES-2022-91**

Approve a Letter of Support for the Rural Regional Energy Network's (RuralREN) Motion to Become a Portfolio Administrator and the 2024-2031 RuralREN Strategic Business Plan Application; and Authorize the Board of Supervisors Chair to Sign the Letter

Dallin Kimble introduced Steve Frisch of the Sierra Business Council who gave the report telephonically. No public comment. In response to Supervisor Smallcombe's inquiry, Mr. Frisch discussed whether this program will interface with other programs like LIHEAP and the PACE program.

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

2. **Administration RES-2022-92**

Approve an Agreement Accepting Responsibility for Fire and Related Emergency Response in the MPUD Service Territory, Residual Fire-Related Funds, and a Transfer of Fire-Related Property Including Fire Engines and the Fire Station and Property at 5273 Highway 49 North in Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement

Dallin Kimble gave the staff report. No public comment. Board discussion ensued regarding the costs of building maintenance going forward, the additional steps needed to finalize this transfer, whether there will be additional workload and fleet costs, and the fire fee currently being collected by M.P.U.D. Sarah Williams/Planning Director and Local Agency Formation Commission (LAFCo) Executive Officer noted that if there is an interest in some kind of assessment, the County should not dissolve CSA 3 but, perhaps, expand it since that is the authority that allows collection of those fees. In response to Supervisor Long's inquiry, Ms. Williams noted that CSA 1-M could possibly be used instead. Further Board discussion ensued regarding the effects of this agreement on fire protection in Mariposa proper, as well as the need for further conversations about what kind of fire department is ultimately desired, how best to pay for it, and how best to engage with the community on the topic. The Board extended thanks to M.P.U.D. for their careful consideration of this issue.

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

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3. **Administration/Human Resources RES-2022-93**

Appoint Assistant County Administrative Officer/ Human Resource Director Joe Lynch as Acting Health and Human Services Agency Director Effective February 3, 2022; and Approve a 10% Increase in Salary for the Term of This Appointment Effective March 3, 2022

Dallin Kimble gave the report. No public input. Supervisors Long, Forsythe, and Smallcombe discussed the appointment. Joe Lynch extended thanks for the appointment noting that he worked there for five years and that he understands their issues and projects.

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

4. **Administration (ID # 12570)**

Discussion and Direction Regarding Possible Purchase of Property for Sale at 4975 12Th Street, 5114 Bullion Street, and APN 013-114-002

Dallin Kimble gave the staff report accompanied by a PowerPoint presentation. No public comment. Board discussion ensued regarding County space needs, the cost to purchase and rehabilitate the structure, the lack of a space needs assessment, a potential study of organizational structure, the impacts of remote working. Vince Kehoe/Assessor - Recorder recommended that the Board get the appraisal and then make their decision.

3:02 PM Chair Smallcombe recessed consideration of this item and moved the meeting back into Closed Session.

3:31 PM Chair Smallcombe reconvened the Board meeting and restarted the discussion on agenda item L.4.

Dallin Kimble clarified that what he is seeking is direction as to whether to proceed with the appraisal or not. Board discussion ensued around the need for a space needs assessment, the cost of the appraisal, whether the property is fit for residential conversion, other housing uses, and planning for the need for additional space for any future expansion of government.

DIRECTION:
The County Administrative Officer is authorized to seek the appraisal to better inform a future conversation on the topic.

RESULT: DIRECTION GIVEN

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Report Out

3:43 PM Chair Smallcombe reported that during Closed Session number one, regarding Public Employee Discipline/Dismissal/Release, the Board voted 4-0 with Supervisor Menetrey excused, to accept the resignation of HHSA Director Shannon Gadd, effective February 3, 2022, and to provide Ms. Gadd with a three-month severance policy consistent with the Department Head Severance policy. Chair Smallcombe also reported that Information was Received and Direction was Given during the other three Closed Sessions.

M. Adjournment

3:45 PM Chair Smallcombe adjourned in memory of Craig Smith McDonald, Charlotte "Char" Wilson, and Robbi W. Burgess.

Respectfully submitted,

René LaRoche
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

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MARIPOSA COUNTY

Building · 209-966-3934

RESOLUTION - ACTION REQUESTED 2022-145

MEETING: March 1, 2022

TO: The Board of Supervisors

FROM: Debra Willis, Sr. Development Services Coordinator

RE: Authorize an increase of Extra help hours beyond 999 hours

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RECOMMENDATION AND JUSTIFICATION:
Approve an Increase in Extra-Help Hours From 1,200 hours to 1,300 Hours for the Extra Help Development Services Technician (DST) position to provide front counter assistance until a permanent DST is allocated and hired.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
January 4, 2022 the Board approved an increase from 999 hours to 1,200 hours for the extra help DST. With the hiring of a new Building Director, an increase from 1,200 to 1,300 hours to allow the new Director to determine the allocation of part time or full time DST.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Alternative: Stay with current staff structure.
Consequences: 1. Allow the Building Department to take longer to complete the paperwork for permits. This would reduce the current service level to the public and slow all phases of the permit process significantly.
2. Pay the existing three Development Services Technicians significant amounts of overtime to accomplish the work. This will decrease the productivity of the Building Department as it will result in an undue workload burden.

FINANCIAL IMPACT:
Sufficient funding has been budgeted in the Extra-Help line item. There will be no impact to the General Fund.

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

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MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2022-146

MEETING: March 1, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Merced River Trail/Miller Gulch Right to Enter for Aerial Imagery

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RECOMMENDATION AND JUSTIFICATION:
Approve Agreement for Right of Entry and Hold Harmless with the Transition Mountain Properties Ownership Group to Acquire High-Resolution Aerial Imagery in Support of the Merced River Trail; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The property owned and currently for sale by Transition Mountain Properties, Inc., located at APN 006-010-024, APN 006-020-001, and APN 006-020-007 has been of interest to the County for the purposes of the Merced River Trail for some time. These parcels, also known as the Miller Gulch site, are essential for providing public access throughout the Merced River canyon along the historic Yosemite Valley Railroad route. The property features steep topography that is presently difficult to access by foot.

The Mariposa County Sheriff's Office operates a drone that has the ability to capture high-resolution aerial imagery. This drone can provide relatively easy access to otherwise difficult to access areas of the site, and support ongoing reconnaissance and site investigation efforts, especially to confirm the existence, condition, and location of any historic trails that could support a connection between the former rail grade and the top of the Merced River Canyon, where existing US Forest Service roads are located. This aerial imagery acquisition effort would be a low-cost, high-value contribution to the current development of the Merced River Trail Vision Plan.

The County currently has a right to enter and hold harmless agreement with the property owners for other site investigation purposes. However, in order to conduct the aerial imagery acquisition, the Sheriff's Office requires a supplemental agreement which specifically pertains to the drone flight. The attached agreement is that supplement, and does not replace the existing agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board and LTC has taken a number of actions related to the Merced River Trail and Miller Gulch property acquisition, including:

Various other agreements for right to enter and hold harmless between the County and Transition Mountain Properties group
Ratify Letter Requesting Support for the Merced River Trail: RES 2020-101

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Merced River Trail Right of Way Acquisition: LTC 2019-22
Merced River Trail Implementation Funding: LTC 2019-3
Merced River Trail Master Plan: LTC 2018-8

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action will result in the county not being able to acquire high-resolution aerial imagery of the site.

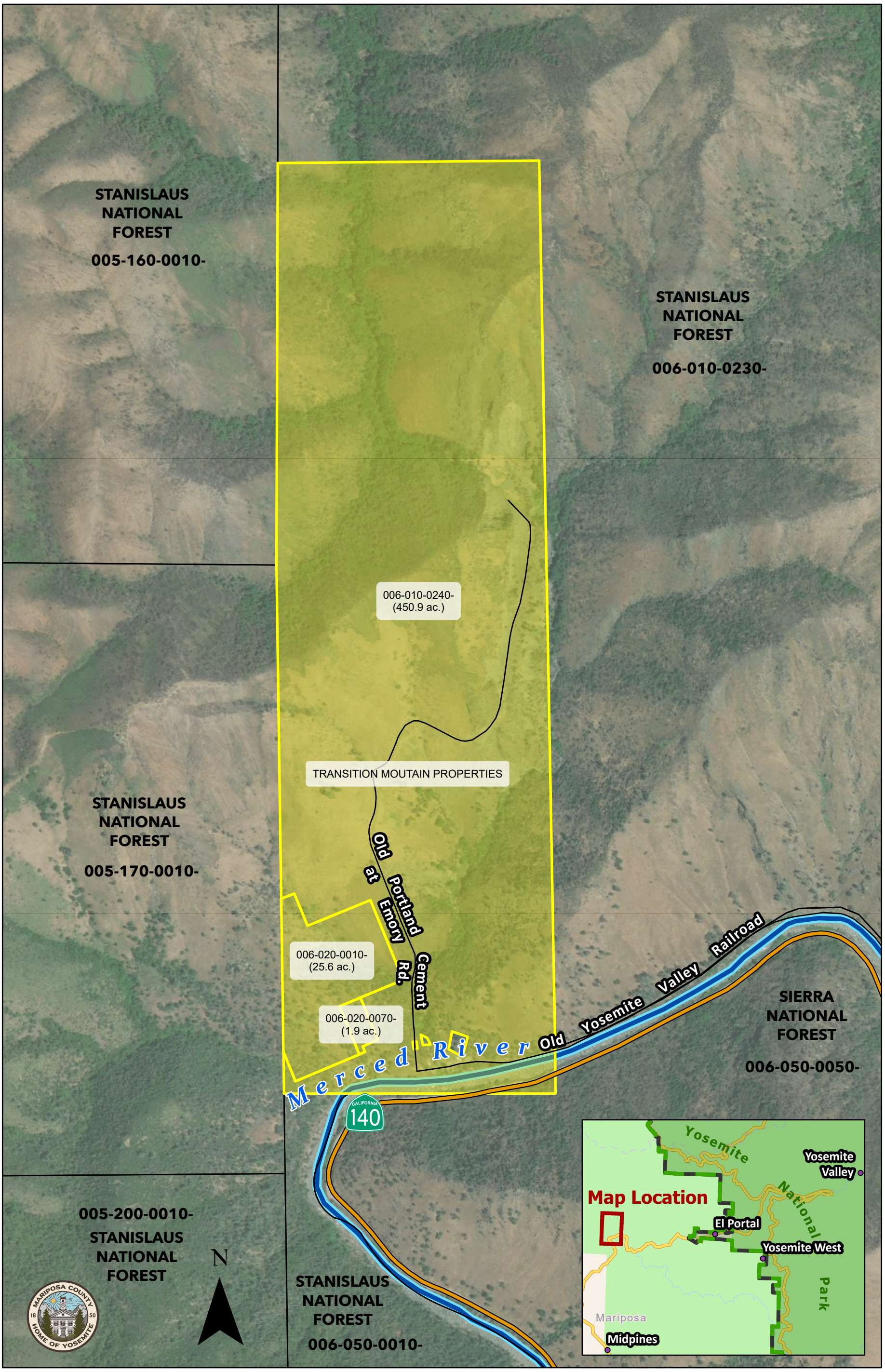
FINANCIAL IMPACT:
None

ATTACHMENTS:
Vicinity Map - Miller Gulch Site (PDF)
220222 Agreement_SCAN (PDF)

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

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Miller Gulch Site



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AGREEMENT FOR RIGHT OF ENTRY AND HOLD HARMLESS FOR AERIAL IMAGERY

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of March, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County") and Transition Mountain Properties, a partnership, ("Owner"), pursuant to the following terms and conditions.

Recitals

A. WHEREAS, Owner has listed for sale certain real property located at 8871 Highway 140, Mariposa CA 95338 identified as APN 006-010-0240, APN 006-020-001, and APN 006-020-007; and
B. WHEREAS, County desires to inform itself of the condition of the property before considering any purchase of the property by using a drone to acquire high-resolution aerial imagery of the site, especially to investigate the presence of any historic trails on the property;
C. WHEREAS, the parties desire to allow the County to enter the property for the purpose of using a drone to acquire high-resolution aerial imagery of the site;
D. WHEREAS the undersigned is authorized to represent the Transition Mountain Properties ownership group.

Now, therefore, the parties agree as follows:

RIGHT OF ENTRY

1. Owner, through its partners, grants to County the right to enter the property identified as APN 006-010-0240, APN 006-020-001, and APN 006-020-007 for the purpose of collecting high-resolution aerial imagery of the site via drone. Entry onto the property will be the minimum necessary to conduct these aerial imagery acquisitions, and the primary purpose of the imagery will be to investigate the presence of historic trails on the property which are presently difficult to access by other means. County personnel or its agents may need to enter at various times throughout the duration of the image acquisition effort, which will be 180 days from the date of authorization.

RELEASE, WAIVER OF DAMAGES AND HOLD HARMLESS

2. Pursuant to the provisions of Government Code Section 53069, County shall indemnify and hold harmless Owner, its agents, employees, and lessees or sub lessees occupying the premises from and against all liability, cost, and expenses for loss of damage to property and for injuries to or death of any person (including, but not limited to, the property and employees of each party hereto) proximately caused by reason of the uses authorized by this right of entry, or from County's breach of the provisions hereof.

3. Owner, through its partners, shall indemnify, defend, release and hold harmless, County, its successors, assigns, employees, officers, supervisors, elected and appointed officials, agents, special districts and their representatives in connection with any liability, expense, damages, costs, response, remediation, removal, fines, interest, charges, penalties, claims, suits, administrative, civil, or criminal proceedings, actions, defense costs or attorneys' or experts' fees and costs (collectively "Claims"), arising directly or indirectly out of the entry on the property and collection

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of the aerial imagery. This indemnity, defense, release and hold harmless obligations include, without limitation, any claims alleging diminution in value of the property resulting from the preparation, presentation, or publication of the aerial imagery. This indemnity, defense, release and hold harmless obligations include, without limitation, any claims resulting from pollution or environmental liability of any nature whatsoever including but not limited to any and all claims, expenses, damages, costs, response, remediation, removal, fines, interest, charges, penalties, lawsuits, administrative proceedings, actions, defense costs or attorneys' fees arising from or related to the threatened, actual or alleged disposal, discharge, dispersal, release or escape of any substance into or upon any person, thing or place including the land, soil, atmosphere, man-made structure and any above or below ground watercourse or body of water or under the Comprehensive Environmental Response, Compensation Liability Act 42 U.S.C. Section 9600, et seq. or the Carpenter Presley-Tanner Hazardous Substance Account Act, Health and Safety Code section 25300, et seq. or any rules or regulations thereunder or any related laws or their equivalents and are freely entered into notwithstanding the provisions of California Civil Code 1542, the rights under which are hereby waived, and which states: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. This entire Section 3 shall survive the termination of this Agreement.

4. Nothing is this agreement commits the County to Purchase the property.

5. This agreement may be executed in counterparts.

6. John West warrants that he is authorized to sign this agreement on behalf of Transition Mountain Properties owners group.

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

COUNTY OF MARIPOSA

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

TRANSITION MOUNTAIN PROPERTIES

John West, Partner and Representative

ATTEST:

Tracy Gauthier
Deputy Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

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MARIPOSA COUNTY

Administration/Human Resources · 966-3222

RESOLUTION - ACTION REQUESTED 2022-147

MEETING: March 1, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Amend Department Director Clerk of the Board and Deputy Clerk of the Board I/II Job Descriptions

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RECOMMENDATION AND JUSTIFICATION:
Approve an Amendment to the Department Director Clerk of the Board and Deputy Clerk of the Board I/II Job Descriptions to Allow Consideration of a Broader Combination of Education and Experiences.

Mariposa County, like most employers, has experienced difficulty recruiting for various open positions. To allow for broader consideration of candidates, staff recommends amending the job descriptions of Clerk of the Board and Deputy Clerk of the Board I/II to include language permitting a more flexible combination of education and experience to meet minimum qualifications for the interview process. Any current certification requirements and all other elements of the job descriptions will remain unchanged.

Similar language has been added to several job descriptions already, including the Building Director and the Public Works and Transportation Director last year. In each case, expanding the flexibility in meeting minimum qualifications has resulted in larger candidate pools.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
From time to time the Board approves amendments to job descriptions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the change to the job descriptions as requested and continue with the current job descriptions, or amend as the Board desires and approve.

FINANCIAL IMPACT:
N/A

ATTACHMENTS:
Clerk of the Board -Track changes (PDF)
Deputy Clerk of the Board I-II-Track changes (PDF)

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

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County of Mariposa

CLERK OF THE BOARD

DEFINITION

To plan, coordinate, direct and supervise the operations of the Clerk of the Board Department and perform the statutory duties of the Clerk of the Board of Supervisors; to attend and record Board meetings; to supervise the preparation and distribution of agendas; to supervise the distribution of information and direction from each Board meeting; to supervise the maintenance of Board files and records; to supervise clerical staff; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Board of Supervisors and reports to the Chair of the Board. Appointed by and serves at the pleasure of the Board of Supervisors.

Exercises direct supervision over professional and clerical staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Develops and directs the implementation of goals, objectives, work standards and departmental policies and procedures; prepares and administers the department budget and the Assessment Appeals Board budget.

Provides complex and highly responsible administrative and clerical support that requires a thorough knowledge of County governmental operations, procedures, policies, rules, regulations, and appropriate State and legislative codes governing the activities of the Board of Supervisors.

Selects, trains, supervises and evaluates the performance of clerical staff as assigned; provides advice and assistance as needed; implements disciplinary action as necessary.

Attends, clerks, and records regular Board meetings, meetings when the Board convenes as other than the Board of Supervisors, committee meetings and Assessment Appeals Board hearings.

Supervises the calendaring of items for the Board's weekly agenda; reviews agenda and supporting materials with administrative personnel, Board Chair, and County Counsel for conformance with policies and required format.

Prepares agenda items for Board members; works with departments on the preparation of agenda items.

Supervises the preparation and distribution of agendas and packages for Board members, staff and the news media.

Supervises the distribution of information and direction from each Board meeting, including ordinances and resolutions, minutes, orders, memos, directives, certificates and correspondence.

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Supervises the preparation and maintenance of Board files and records, including general files, indices, tape recordings of proceedings, ordinances, resolutions, agreements and contracts.

Coordinates activities with those of other divisions, departments and agencies as appropriate; assists other departments with general support functions in order to ensure the fulfillment of the Board of Supervisors direction or policies.

Oversees the maintenance of committee and commissions membership lists; administers oaths of office, and prepares annual posting as required by law.

Coordinates the processing of annual reimbursements for Board and committee meetings.

Files and processes notices of appeals of decisions made by county officials.

Prepares public hearing notices for various hearings.

Maintains the Board's and the Clerk of the Board internet web pages, with an eye towards increasing public access to records.

Acts as emergency backup Administrator to the Technical Services Director for the County's website.

Acts as Administrator of the MinuteTraq meeting and document management system; provides technical support for same to users and departments as needed.

Processes applications for changed assessments as they are received; schedules hearings; prepares agenda and agenda packages, all necessary legislative forms, and minutes.

Researches past and current records as requested by Board members, other departments and the public; ensures that County staff and the public have access to all aspects of the legislative record in a timely manner.

Researches regulations, usually in collaboration with County Counsel, to support the legal process or official business of the Board of Supervisors, Special District Boards, and related bodies to assure compliance with laws, policies, and regulations.

Assists various departments and groups in using the Board chambers; arranges for meeting space for the Board when it convenes in a different location.

Serves as Executive Secretary/Clerk for the Mariposa County LAFCo under appointment by the LAFCo Executive Officer/Planning Director.

Performs general administrative and clerical work as required, including but not limited to preparing reports and correspondence, entering computer data and preparing spreadsheets and

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computer-generated reports, completing and processing forms, copying and filing documents, sending and receiving faxes, ordering supplies, processing mail, answering the telephone, etc.

EMPLOYMENT STANDARDS

Knowledge of:

Pertinent federal, state and local laws, codes, ordinances and regulations.

County organization, policies and procedures.

Organization, duties, powers, limitations, and authority of County governments and the office of the Clerk of the Board.

Principles and practices of staff supervision, training and performance evaluation.

Budget preparation and administration practices.

Modern office practices and technology, including filing systems, receptionist/telephone techniques, business letter and report writing, and the use of computers for word and data processing.

Basic business arithmetic.

English usage, spelling, grammar and punctuation.

Basic parliamentary procedures.

Legal requirements for filing, publishing, and processing various Board matters.

Knowledge of progressive practices in electronic document storage and retrieval.

Safe work practices.

Ability to:

Understand, interpret, analyze and apply pertinent federal, state and local laws, rules and regulations, policies and procedures.

Use initiative and sound, independent judgment within established guidelines.

Organize and set priorities for a variety of projects and multiple tasks in an efficient and effective manner.

Select, train, supervise and evaluate the performance of staff.

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Analyze problems, identify alternative solutions, determine consequences of proposed actions, and make and implement recommendations in support of goals.

Communicate clearly and concisely, both orally and in writing.

Understand and execute written and oral instructions.

Represent the County effectively in meetings with others.

Establish and maintain effective working relationships with those contacted in the course of work.

Respond appropriately, effectively and promptly to the needs of internal and external customers.

Establish and maintain complex and extensive record-keeping systems and files.

Research and organize pertinent historical and legal materials for Board issues.

Maintains the security and confidentiality of specified records, information and files.

Use computers effectively for word and data processing and records management.

Type or word process accurately at a rate required for successful job performance.

Record and transcribe dictation.

Perform mathematical computations with accuracy.

TYPICAL WORKING CONDITIONS

Work is performed in a normal office environment.

TYPICAL PHYSICAL REQUIREMENTS

Requires the ability to sit at a desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch and reach while performing office duties; lift and/or move light weights; use hands to finger, handle or feel objects, tools or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

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MINIMUM QUALIFICATIONS

Any combination of experience and education that would provide the required knowledge, skills and abilities would be qualifying. A typical way to obtain the knowledge, skills and abilities would be:

Experience:
Five years of increasingly responsible clerical and administrative experience, preferably in local government, including two years of supervisory experience overseeing the activities of staff involved in preparing processing, and filing legal documents and/or official records.

Education:
High school diploma or GED equivalent. Completion of 60 units of college with coursework in business or public administration.

~~**Substitution:**~~
~~Additional qualifying experience may be substituted on a year for year basis for the required education.~~

Additional Requirements:
Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

Must pass a pre-employment physical.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date: 12/04 (B/S 04-545, 546)
Revision Date: 02/06 (B/S Res. 06-73); 08/12 (B/S 12-440); 11/14 (B/S 14-583)

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County of Mariposa

DEPUTY CLERK OF THE BOARD I/II

DEFINITION

Under supervision (Deputy Clerk of the Board I) or general supervision (Deputy Clerk of the Board II), to provide specialized clerical duties in the Office of the Clerk of the Board, in support of the Board of Supervisors, Assessment Appeals Board and the County as well as complex, confidential secretarial and clerical support to the Clerk of the Board of Supervisors; to assist in the preparation of Board items, prepare Board agendas, and assist in documenting actions of the Board; to prepare and maintain various reports, records, correspondence and other documents for the Board; to serve in the absence of the Clerk of the Board; and to perform related duties and responsibilities as required.

DISTINGUISHING CHARACTERICS

Deputy Clerk of the Board I/II is a flexibly-staffed class series. Advancement from the I to the II level is at the discretion of the Clerk of the Board, provided that the following criteria are met: (1) the minimum qualifications and time-in-grade requirements, (2) demonstration of the ability to independently perform the full scope of the assigned duties, and (3) assignment and performance of the duties of the advanced journey level as defined in the Distinguishing Characteristics of the Deputy Clerk of the Board II below.

Deputy Clerk of the Board I is the entry level in the Deputy Clerk of the Board class series. Positions at this level usually perform most of the duties required of the position at the Deputy Clerk of the Board II level but are not expected to function at the same skill level and usually exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and fits an established structure of pattern. Exceptions or changes in procedures are explained in detail as they arise.

Deputy Clerk of the Board II is the full journey level in the Deputy Clerk of the Board class series. Positions at this level are distinguished from the Deputy Clerk of the Board I level by the performance of the full range of duties as assigned, working independently and exercising judgment and initiative. The Deputy Clerk of the Board II receives only occasional instruction or assistance as new or an unusual situation arise and is fully aware of all relevant regulations, as well as the operating procedures and policies of the department. This level also manages reviews, processes transcripts and other legal matters pertaining to official records on behalf of the Clerk of the Board as prescribed by regulatory code. Works closely with internal and external legal counsel on matters related to the production of official records in preparation of Superior Court proceedings. Responds to and resolves difficult and sensitive customer inquiries and complaints.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Clerk of the Board.

Deputy Clerk of the Board I exercises no supervision. Deputy Clerk of the Board II exercises lead direction over lower level classifications as assigned.

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EXAMPLES OF ESSENTIAL FUNCTIONS

Performs specialized clerical duties in the Office of the Clerk of the Board, in support of the Board of Supervisors, Assessment Appeals Board and the County, as well as complex secretarial and clerical work involving the use of considerable independent judgment and the maintenance of a high degree of confidentiality.

Coordinates the preparation and distribution of Board meeting agendas with the Clerk of the Board, Board members, County management staff and others; receives and reviews agenda items to ensure all submittals are complete; prepares and distributes agendas and agenda packets.

Prepares and cleans up meeting room for Board meetings.

Prepares, distributes, indexes, files, and archives ordinances, resolutions, proclamations, certificates, and other documents resulting from Board actions.

Attends and clerks Board sessions; prepares minute orders; takes meeting minutes, and performs other statutorily mandated duties in the absence of the Clerk of the Board.

Types or word processes and edits a variety of drafts and finished documents; independently composes correspondence and related materials; coordinates the processing and/or distribution of various documents.

Researches and compiles a variety of information and data for report preparation and Board decision-making.

Receives and processes various applications and forms for Board action, including assessment appeals, agreements, etc.

Processes and files County committee appointments, resignations and postings.

Establishes and maintains complex files and records.

Prepares memorials and supporting correspondence.

Receives and screens office visitors and telephone calls; provides accurate information as requested and/or forwards calls to appropriate Board member or staff person; takes messages as needed.

Receives and responds to inquiries, requests for assistance and complaints from County staff, the public and others; explains Board policies and procedures as required.

Performs general clerical work as required, including but not limited to entering and retrieving computer data and preparing computer-generated reports, completing and processing forms, copying and filing documents, sending and receiving faxes, ordering supplies, processing mail, copying audiotapes, etc.

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EMPLOYMENT STANDARDS

***Note**: The level and scope of the knowledge, skills, and abilities listed in this section are related to the job duties as defined under Distinguishing Characteristics.*

Knowledge of:

Pertinent federal, state and local laws, codes, ordinances and regulations.

County organization, policies and procedures.

Modern office practices and technology, including record-keeping and filing systems, receptionist / telephone techniques, business letter and report writing, and the use of computers for word and data processing.

Basic business arithmetic.

English usage, spelling, grammar and punctuation.

Basic parliamentary procedures.

Legal requirements for filing, publishing and processing various Board matters.

Safe work practices.

Ability to:

Understand, interpret, analyze, and apply pertinent federal, state and local laws, rules and regulations, policies and procedures.

Organize work, set priorities, meet critical deadlines and follow up on assignments with a minimum of direction.

Employ good judgment and make sound decisions in accordance with established regulations, procedures, and policies.

Analyze and resolve office administration situations and problems.

Communicate clearly and concisely, both orally and in writing.

Understand and execute written and oral instructions.

Compose routine correspondence and reports independently or from brief instructions.

Process various documents in accordance with codes and requirements.

Research and compile a variety of information and materials.

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Establish and maintain effective working relationships with those contacted in the course of work.

Respond appropriately, effectively and promptly to the needs of internal and external customers.

Establish and maintain complex and extensive record-keeping systems and files.

Research and organize pertinent historical and legal materials for Board issues.

Maintain the security and confidentiality of specified records, information and files.

Use computers effectively for word and data processing and records management.

Type or word process accurately at a rate required for successful job performance.

Perform speed note-taking with accuracy.

Perform required mathematical computations with accuracy.

TYPICAL WORKING CONDITIONS

Work is performed in a normal office environment.

TYPICAL PHYSICAL REQUIREMENTS

Requires the ability to sit at a desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch and reach while performing office duties; lift and/or move light weights; use hands to finger, handle or feel objects, tools or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

MINIMUM QUALIFICATIONS

Experience: Any combination of experience and education that would provide the required knowledge, skills and abilities would be qualifying. A typical way to obtain the knowledge, skills and abilities would be:

Deputy Clerk of the Board I
Four years of increasingly responsible, advanced-level secretarial or clerical administrative experience, preferably in local government.

Deputy Clerk of the Board II

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Four years of full-time experience as a Deputy Clerk of the Board I with the County of Mariposa, or the equivalent with another Agency.

Education: *(Both Deputy Clerk of the Board I and II)*
High school diploma or GED equivalent, supplemented by college-level or technical course work in secretarial studies, business and/or English composition.

Additional Requirements: *(Both Deputy Clerk of the Board I and II)*
Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another State if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date: 12/03 (B/S 03-466)
Revision Date: 02/06(B/S Res. 06-73); 11/14 (B/S Res. 14-583); 02/17 (B/S Res. 17-48)

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MARIPOSA COUNTY

Administration/Human Resources · 966-3222

MEETING: March 1, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session-BuildingDirector

[ ] **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))
Building 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):_____

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Agenda Item - No Resolution Requested

RESULT: **CLOSED SESSION HELD**

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MARIPOSA COUNTY

Administration/Human Resources · 966-3222

MEETING: March 1, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session-Heath and Human Services Director

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed: 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))
Health and Human Services Agency 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):_____

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Agenda Item - No Resolution Requested

RESULT: **CLOSED SESSION HELD**

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

MEETING: March 1, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Sheriff's Office 2021 Annual Report

RECOMMENDATION AND JUSTIFICATION:
Receive a Presentation from the Sheriff's Office regarding their 2021 Annual Report and Statistics**.**

A Mariposa County Sheriff's Office in-depth look at the 2021 statistics.

BACKGROUND AND HISTORY:
The Board of Supervisors routinely receives annual report presentations from the departments and outside partners.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not receive the presentation and miss the opportunity to see what the Sheriff's Department accomplished in 2021.

ATTACHMENTS:
2021 Annual Report (PDF)

RESULT: INFORMATION RECEIVED

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MARIPOSA COUNTY SHERIFF

ANNUAL REPORT

2021

JEREMY BRIESE
MARIPOSA SHERIFF
EST. 1850
COUNTY

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"The best way to find yourself is to lose yourself in the service of others." – Mahatma Gandhi

MISSION STATEMENT

To Control, Prevent and Reduce crimes in our communities
while being Safe, Transparent & Professional.

VALUE STATEMENT

We respect and recognize the integrity and dignity of all individuals. We dedicate ourselves to the performance of our duty under the Constitution, God and the Public we serve.

VISION STATEMENT

The vision of the Mariposa County Sheriff's Office is:
To provide a quality service that ensures a safer environment for all residents and visitors, while recognizing, adapting and responding to the changing needs of our community.
To provide an atmosphere that fosters open communication, creativity and productivity among all employees.
To enhance our partnership with the community through involvement, accessibility and to promote healthy family and community values.

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MESSAGE FROM THE SHERIFF

2021 was a year full of things the Mariposa County Sheriff's Office hasn't seen in very long time.

We started 2021 with my first week as your Sheriff. M staff and I made a laundry list of items including goa and ideas that I wanted to implement immediately aft taking office. This list included things that I knew wou benefit Mariposa County and help bring unity back to communities, unity that had divided us during 2020 a the COVID-19 pandemic.

Staffing certain areas of our county has always been issue for me. Insuring that our communities are prope staffed and our patrol staff are safe was the first thin did after taking my oath of office. I immediately increas our patrol staff in the Greeley Hill/ Coulterville/LaGran areas. **Fish Camp Assigned Deputy** During Peak tim added Resident SCOPE members increased patrol to t Snow Play Area- We heard the Fish Camp residents. F years they have been having issues with people comi to the snow play area. Add that to the amount of sno they received this year, I knew it was important to he them out. I had a deputy assigned to the area on weekends and holidays to help relieve some of that stress and to add an important law enforcement presence. **Internal Command Staff Team**- I created leadership team made up of all supervisors within th department. This team's job is to have open dialogue a brainstorm freely to help the office run better, smooth and to provide the best service to the public and the staff. They will evaluate things we are doing right an things that need improvement. **Rental Car program**- an effort to save money and streamline our fleet of ca we began been piloting an Enterprise Rental Car program. It is working so well we are continuing to ac cars to our fleet via this program. This will allow for us always have the most efficient cars and not having t maintain and service old cars that just are not cost effective.....



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Message from the Sheriff cont

Reserve Unit Return- we spent and continue to spend a lot of time revising the once successful Reserve Unit. This is a unit made up of a minimum of Level 2 POSTed Peace Officers who would work part time. They would work in partnership with our full time Deputies, filling in shift, working as back u units, working community events like fairs, parades, sporting events, etc. I started my Deputy Sheriff career here as a Reserve Deputy. Community Partners- One of my big goals as your sheriff is to bring o the best Mariposa has to offer, not only to visitors but to our businesses to our residents and beyond One of the ways I want to achieve this is by bringing our community leadership together for the comm good. Working with the school district, other county offices, service groups, churches, business owner both the democratic and republican committees, Yosemite National Park, the chamber of commerce a other many other civic groups. I have had the opportunity to speak to several of these groups and loo forward to building Mariposa back to what it was before the pandemic and into the future.

January 2021 Mariposa County saw one of it's largest increases in COVID-19 counts, this affected staffing levels and our ability to bring people together. COVID-19 vaccines came available and much o my staff participated in the vaccine process with Public Health. Next came the Mono Wind event; a wi event so large it ripped roofs off houses and knocked out power to a large area of homes. Just days af the Mono wind event came an aggressive winter storm / atmospheric river that brought one of the largest single storm snow totals our county has seen in years. This snow on top of the already stresse communities made for a very rough January. I needed a way to communicate with the public during a global pandemic. Everything has been shifted to digital platforms for the safety of the community. So w created "Inside the Office with Sheriff Briese"; is my attempt to be "available" to the people that I serv It's an internet based program where I give updates on all things going on in the Sheriff's Office. We ta about call volume, crime cases, projects, staffing, etc. and allow the public to ask me questions. All questions are unscripted and no topic is off limits. The community engagement has been an amazing addition to our operation.

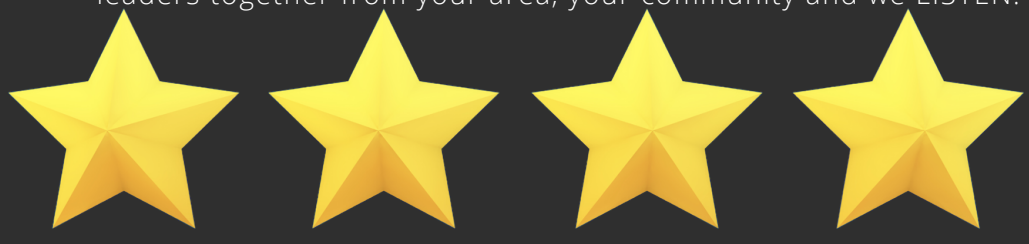
February- We had a missing Autistic Boy in a remote and rugged area of the county. Our Search and Rescue team was able to locate the boy and return him safe and sound to his family. Extremely low wa levels at Lake McClure yielded the remains of John Honesto a man missing from the 2018 floods was located in the lake near where he was last seen. We were finally able to bring closure to his family an friends.

March- The First annual report produced and presented to the board, this was a large undertaking bu one worth all the effort and energy as my need for the community to understand all that we do and wh all of those "stats" mean. Numbers on paper do not do justice to the time dedicated to our communit March was also full of scams, we had PG&E scams, COVID-19 scams, IRS scams, etc. we spent a lot o time educating our community on these scams and how to protect themselves from scammers. Anoth large snow storm occurred in March, yet again cutting power to almost the entire county and stretchi resources again. Football also returned to the infamous Gold Bowl after being delayed do to COVID-1 Our office has always supported the youth and we opened the game with full honors; lights sirens, hor guard etc. Easter was the first time in 2021 that we were able to participate in a community event. Mariposa Safe Families created a very safe environment for our youth.

April- The first of our notable cases; a murder/suicide in Yosemite West.

May- Fire season started early in May with three fires in very populated areas of the county.

June- we kicked off, Change Starts With Us; as 2021 progressed the divide within our community beca deeper and deeper. The amount of hate and disregard for our neighbors, fellow community members county government and friends was disturbing. Both mainstream and social media were chalk full of things to try and tear our community apart. In an effort to bring our communities back together as Mariposa County Strong, I launched the Change Starts With Us program. We began visiting communiti throughout Mariposa and talking about Kindness, acceptance, community & strength go along way an we wanted to be part of bringing that into the lives of our residents, businesses, visitors, law enforcement, county government and beyond. How do we do that, well we start a conversation. We bri leaders together from your area, your community and we LISTEN.



2021

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Message from the Sheriff cont

July- started off day one busy; we had a very long search for an at risk missing teen. The teen was located and returned home to their family. As the temperatures rose in July so did crimes. A murder and attempted murder in a marijuana garden and a large fire occurring within days of each other. These large scale events required a lot of staff shifted from regular patrol shifts. Next we had a high speed pursuit with a juvenile that included multiple law enforcement agencies. A lighting storm that created several small fires throughout the higher elevation areas. And we ended the month of July wit an uptick in Fentanyl related cases. We conducted our largest Marijuana operation to date. The two da operations utilized multiple agencies and hit 23 locations and eradicated 38,272 marijuana plants and 2,550 pounds of processed marijuana. Made 14 arrests and located 12 guns.

August- began with a great community event; National Night Out brought many of our local county agencies together to interact with the community in a positive way. Shortly after COVID-19 reared its ugly head again in Mariposa County and we were forced to close out doors to walk in services and move to appointments only. Days later the Gerrish / Chung family tragedy hit. This case spanned several months and hours and hours of time spent weeding through evidence and waiting for test results. A shooting in the town proper area of Mariposa came next. After a county wide search, the suspect was located and booked into the Mariposa County Jail. The loss of the iconic Lush Meadows store rounded out a very busy and hot August.

September-The return of the Mariposa County Fair in September brought with it a sense of normalcy for the community. I was able to interact with the community and it was great to feel the buzz in the ai and see our community coming together. Detectives continued to work on the Gerrish / Chung case and our office was inundated with media requests.

October- in our office always includes Red Ribbon Week; a partnership with Mariposa Safe Families and our school districts. Red Ribbon Week is an alcohol, tobacco, and other drug and violence prevention awareness campaign. The cause of death for the Gerrish/Chung family was announced and we held our first large scale press conference sin 2015. While the announcement of the cause of death was announced, the investigation continued as we were waiting for more supporting evidence and the completion of test results. It was also the first time in months that our staff was able to swim to the surface and take a few breaths.

November- commenced with the US National Christmas Tree making an appearance in the town area of Mariposa. My staff worked on the planning of this event for several weeks leading up to the arrival o the tree. The Mariposa County Lions Club and Rotary Clubs were finally able to dedicated the Veterans Memorial placed at the court house and my staff and I were honored to be part of that presentation.

December- 2021 ended with a month of celebrations and a major snow storm that closed down the county government offices.

We did a lot and went through a lot during 2021 and most of it was done on a strained budget and with limited staff and resources. We were able to get eight of the 11 frozen positions filled which was a huge help for our patrol staff. I am proud of my staff and all the things we were able to accomplish and the services we were able to provide to our community through a very rough year. I look forward to only going up from here and providing the best Public Safety for the residents and visitors of Mariposa County.



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COMMAND STAFF



Undersheriff- Sterling Cramer

Started with the Sheriff's Office: 199
Undersheriff: 2020



Captain- Operations Kevin Packard

Started with the Sheriff's Office: 2007
Captain: 2020



Captain Sean Land

Started with the Sheriff's Office: 1996
Captain 2021



LIEUTENANT Jacob Bobman

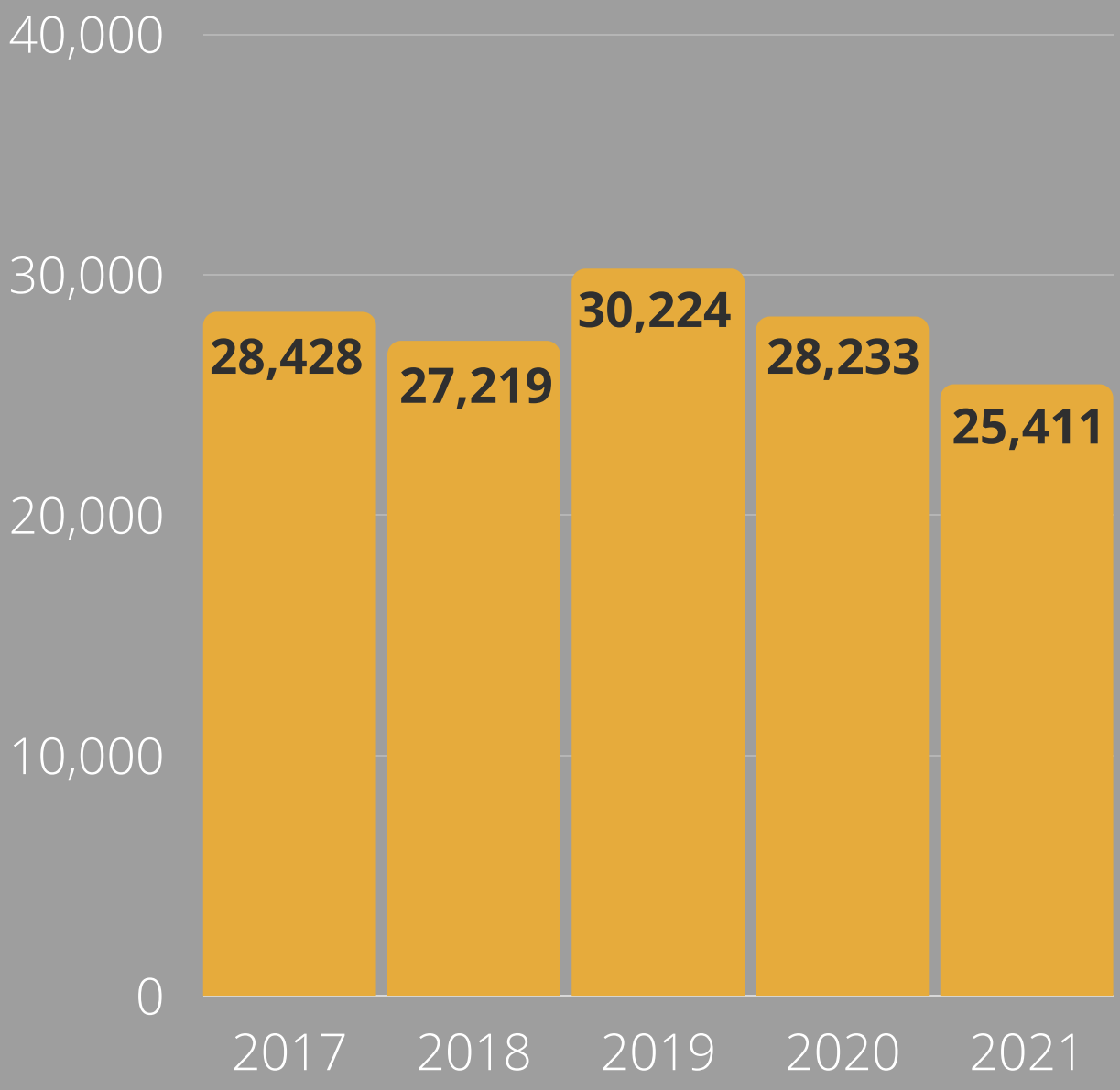
Started with the Sheriff's Office: 2007
Lieutenant 2021

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Calls For Service

NOTE: Due to the forced reduction of some enforcement due to the COVID-19 Pandemic. Many statistics in the following report will be much lower than previous years.

These are the number of calls that come into the Emergency 911 Center. They can include requests for a Patrol Deputy, Animal Control Officers, Medical Aids, Civil Service or general calls for information.



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Operations Division



The Operation Division consists of the following units/teams:

- Patrol
- Investigations
- K-9
- Boating
- Sex Offender Monitoring
- Marijuana Enforcement Team MET
- Financial Crimes Investigators
- Field Training Officers
- Range / Training Team
- Honor Guard
- School Resource Officer
- Reserve Deputies
- Court Security/ Bailiff
- TRAC Team Collaboration
- Narcotics
- Special Response Team
- Search & Rescue
- Office of Emergency Services

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PATROL UNIT

D.9

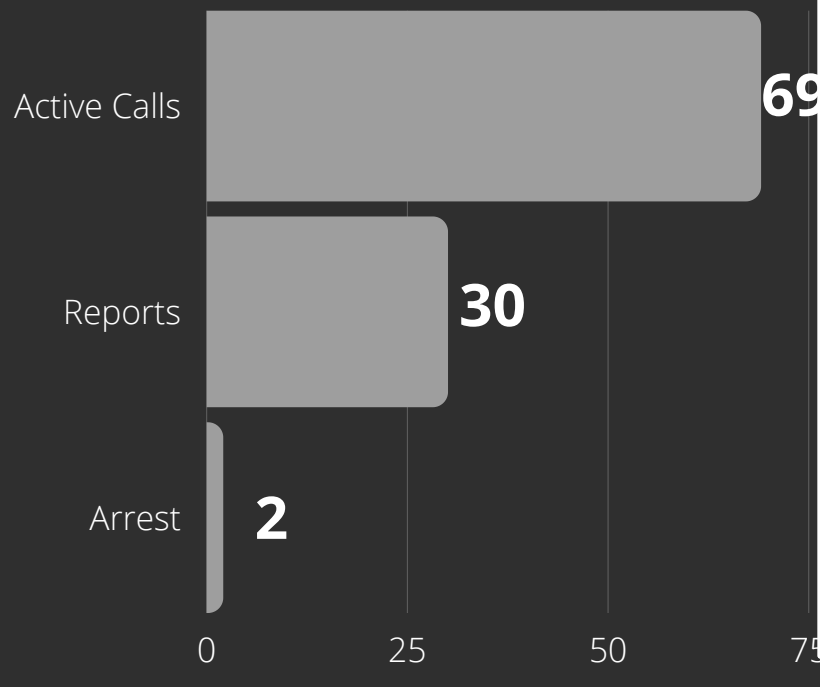
The Patrol Unit is the most visible unit of the Sheriff's Off
These are our marked patrol cars that patrol communitie
neighborhoods, respond to emergency calls, fires, medi
aids or general law enforcement request.

Patrol is the largest unit in the Operations Division. It
currently consists of 20 full time Deputy Sheriff's. The pa
unit is staffed 24 hours a day, 7 days a week, 365 days a y
There is NEVER a day, hour, minute or second not covere
the Patrol unit.

Mariposa County makes up 1463 square miles and can ra
in elevation from approximately 300 ft to over to 10,000
The Patrol Unit operates out of three stations: South Cou
located in the main Sheriff building in the town area o
Mariposa County; Station 1- located in the town area o
Greeley Hill; and Station 2- located in the La Grange Are

Patrol Deputies generally create two types of reports:
Information Reports- These reports are taken when
laws are broken and no crimes have occurred but the
information is taken for documentation purposes.
General Case Reports- These reports are taken when
crime occurs or more in depth information needs to b
taken. These reports are generally felony, misdemeanor
coroner investigation reports.

**During 2021, in a 24 hour period, a Patrol Shift or
average handled the following cases:**



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INVESTIGATIONS / DETECTIVES

The Detective Unit is made up of one Sergeant, four Detectives and a part-time Detective. Each Detective o average has a case load of 5-7 active cases and many mo "cold" cases.

This unit investigates complex crimes that are typically fel in nature. They include crimes like Homicide, Person & Property , Elder Abuse, Sex & Domestic Crimes, Narcoti and Financial Crimes. The Detective Unit typically takes t original crime report and goes much deeper, looking at angles of the case, even working with outside agencies Some cases can be worked in just a few days while othe can take as much as a year or more.

2021 kept the Investigations unit extremely busy. In total Investigations Unit saw a 177% increase in cases. The summer of 2021 several large multi-level cases simultaneously occurred within the same time period. Mariposa has not seen multiple homicide cases in a sing year since 2012. Two notable large multi-year embezzlement case investigations were completed afte nearly year long investigations. Narcotic case investigatio more than doubled as did financial crimes.



2021 Notable Cases

Victim of 2018 Flood Located:
John Honesto missing since the flood of 2018 was located near the area he was last seen in the creek

Murder/Suicide Yosemite West:
A couple vacationing in Yosemite West; the Girlfriend shot her boyfriend.

Summer of 2021:
Runaway/Missing Juvenile-Greeley Hill

Stumpfield Marijuana Garden Shooting/Homicide

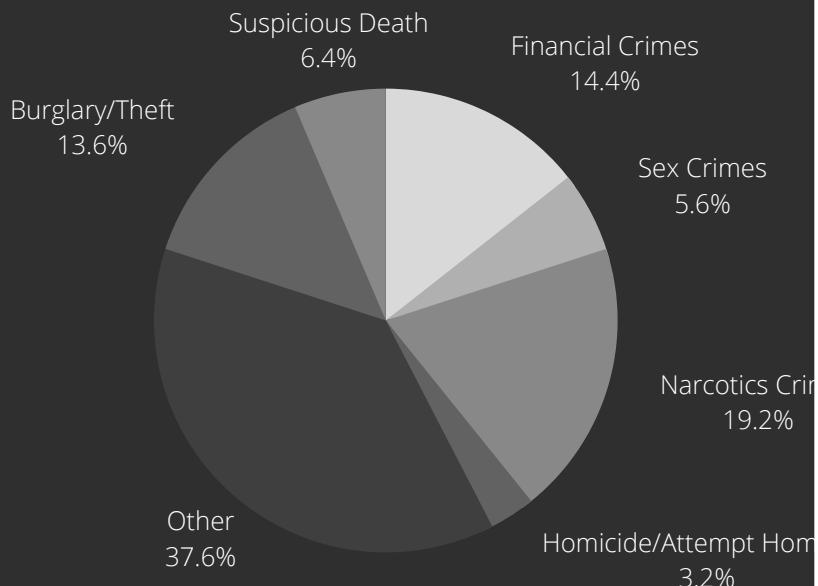
Found Body- Coulterville

Two Suspicious Child Deaths

Shooting in Downtown Mariposa

Gerrish / Chung Family Deaths

2021 Investigations



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K-9 UNIT

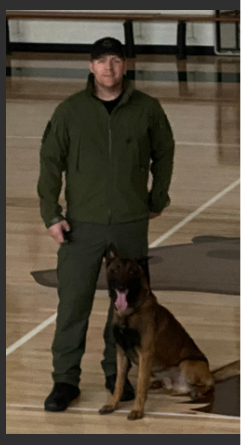
The K-9 Unit is made of of two Patrol Deputies, two K-
Deputies and one Sergeant. **K-9 Tango-** 6.5 year old
Belgian Malinois. Post certified in narcotic detection.
Trained in tracking, apprehension and evidence
detection.**K-9 Niko-**4 year old Belgian Malinois.
Trained in tracking, apprehension, bomb detection an
evidence location. Tango and Niko have completed ov
240 hours of training in 2021.

K-9 Units are used in many different areas of law
enforcement, everything from community events to
suspect apprehensions. To be a good K9 handler takes
immense amount of time and dedication to training ar
care of the dog. You must become an expert in readin
your dog's behavior changes on and off duty. You have
learn basic veterinary medicine and how to treat injuri
yourself.

Tango and Niko are a great addition to our Law
Enforcement family, they provide safety to our Deputie
and to the public each and every day.



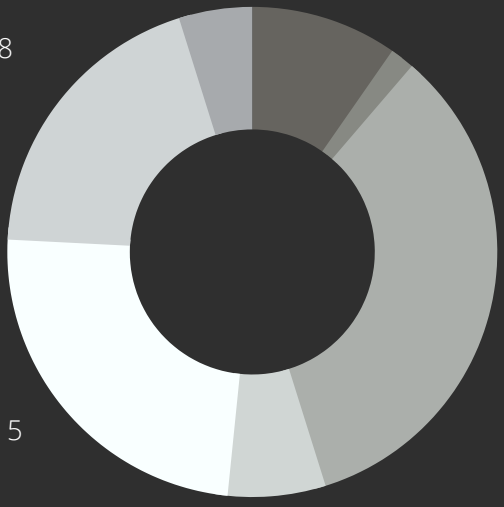




2021 K-9 Activity

No Contact Surrender = 15
9.7%

Building/Area Searches = 18
19.4%

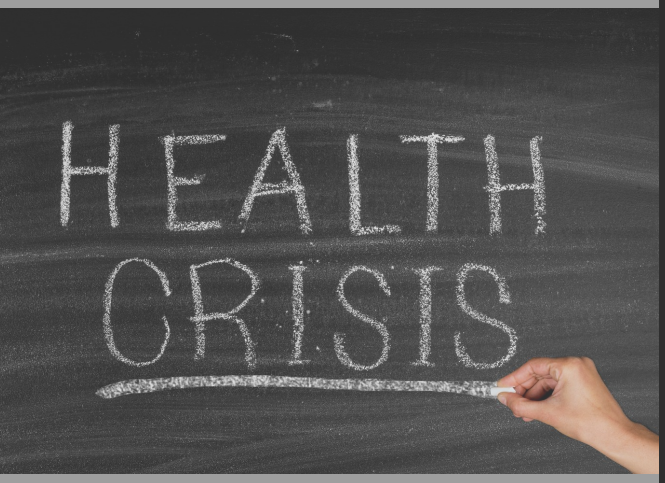


Narcotics Searches =3
33.9%

Assist / Search Warrants (Both Mariposa & Allied) = 5
24.2%

Tracking = 9
6.5%

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COLLABORATION WITH THE TRIAGE RESPONSE ASSESSMENT OF CRISIS TEAM

The Sheriff's Office has partnered with Mariposa Coun Behavioral Health when responding to a possible critic mental health issue. The Sheriff's Office was one of the f in the state to implement such a partnership.

In 2021 our office received over 100 calls for individua experiencing a health crisis. The TRAC team (Triage Response Assessment of Crisis) responds with the Sher Office Patrol Deputies in order to provide alternative services to the individual and assist first hand with th individual in crisis.



Custodial and Patrol Deputies train once a year with Behavioral Health professionals. This training covers strategies for dealing with situations where staff are potentially dealing with persons with mental health issu

"There have been several crisis calls to which the Maripo County Behavioral Health TRAC team, along with either patrol deputies or correctional staff at the county jail, ha responded for community members struggling with me health issues. The Sheriff's department has always worked with Behavior Health as one of our community partners, to meet th needs of the public and to ensure individuals that struggle with mental health issues rece the best continuity of care. Patrol deputies and correcti officers have always acted with professionalism and compassion. They are always willing to respond to assist with those individuals need a higher level of care regarding their mental heal Behavioral Health, and the TRAC team, are grateful for this innovative partnership that b meet the needs of all members of our community."

- Kyle Jenkins Social Worker
Supervisor II TRAC Team



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OFFENDER MONITORING - 290 TEAM

The 290 Registrant Team monitors sex, arson and dru offenders that are required to register with the State. T team registers, monitors, and investigates sexual registration violations. The team oversees approximately registrants throughout the county. Registrants are requi to update their information two times a year and a hou check is conducted after each update to verify the information presented. Photographs are taken at eac update to verify the registrant is documented properl





MARIJUANA ENFORCEMENT TEAM (MET)

This team's primary focus is investigating large-scale marijuana operations within Mariposa County. This inclu indoor and outdoor cultivation operations on private property, public lands, and allotment lands. These investigations are usually associated with large-scale dr trafficking's organizations that originate in communitie outside of Mariposa County. The team consists of Patr Deputies, Detectives, Custodial Deputies, and Probatio Officers. In addition, they work closely with members of and Wildlife, Forest Service Agents, BLM Agents, CalCann Investigators, National Guard, and County Code Enforcement. In 2021, MET Team eradicated approxima 55,000 marijuana plants. Approximately 35 subjects ha been captured, arrested and/or charged. Approximately 12 firearms seized, as well as over 2,40 pounds of processed marijuana possessed for sales.





SCHOOL RESOURCE OFFICER

The School Resource Officer (SRO) is a grant funded position, utilizing tobacco tax monies, for one Deputy Sh f to provide school related law enforcement duties to a schools in the Mariposa County Unified School District. SRO works closely with school administration on truan issues, school & student safety, educational needs, toba o issues, etc.

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TRAINING COORDINATOR



Sheriff's Office personnel undergo continued professio development and training in order to meet and exce state and federally mandated periodic requirements Certain training topics are covered locally by in-hous instructors, while other topics require specialty trainin delivery by outside subject matter experts.

The Sheriff's office currently conducts seven classes cert for instruction by the California Commission on Peac Officer Standards and Training (POST). Personnel comp refresher training in skills considered to be "perishabl every two years which includes: driver training, communication and defensive tactics. Firearms training done quarterly. Law enforcement training is constant evolving to best adapt to legal decisions, societal trend advancing technology and community needs.

FIELD TRAINING OFFICERS



Patrol Field Training Officer's (FTO) primary role is focu on training newly hired Deputy Sheriff's. In addition, the provides a supervisory role during shifts when designat by a Sergeant or when a Sergeant is unable to supervis shift. FTO's are expected to maintain current, expande understanding and knowledge of Federal, State and Lo laws, ordinances and the Mariposa County Sheriff's Off Policy and Procedures.

During **2021** Mariposa County Sheriff's Office FTO's trai **Seven** new Patrol Deputies. The trainee has to complet minimum of 400 hours to be considered for solo depu patrol.

FTO's generally conduct visits to the Academy to check i our employees as well as for recruiting purposes. This y due to Covid-19, FTO's did not make any Academy visit

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OFFICE OF EMERGENCY SERVICES

The day-to-day operations of the Office of Emergency Services (OES) Unit is made up of one Sergeant and or Deputy. When activated they can be staffed with 10 or m e Sheriff's Office staff or staff from other Mariposa Coun departments. The OES Unit relies on the following objectives:

Preparedness- Preparedness is all about pre-planning a education. Our office prepares emergency and continge plans, ranging from evacuation plans to the County Wide Emergency Operations Plan. These plans help specify the roles and responsibilities of first responders and emerge management personnel during an incident.

Response- The Office of Emergency Services responds t emergencies ranging from wildland fires to storm events hazardous material incidents. We represent Mariposa County, assist first responders in accessing equipment a personnel, gather information and provide situational reports. At the scene, we are part of the decision-making process and provide guidance.

Recovery- After an emergency incident is resolved, affec residents and communities recover and rebuild and our office plays a large role in that process. We coordinate w the Federal Emergency Management Agency, (FEMA), an state, county and city agencies for funding and other needed resources. Our office assists with county infrastructure repair.

Mitigation- Mitigation is minimizing natural hazard risks putting in place projects or procedures that reduce or prevent future damages. Our office prepares the Local Hazard Mitigation Plan, a plan collaboratively crafted with other county agencies. It evaluates Mariposa County risk and potential hazards, whether natural or human-caused Prevention-Prevention refers to any measures we can ta individually, or as a whole, to be prepared for an emerge incident. For example, clearing brush and having defensi space around residences.

2021 required multiple emergency responses from th Mariposa County Office of Emergency Services. In Febru 2021, Mariposa County experienced the Mono Wind Ev and the Atmospheric Weather Event which both were proclaimed County Emergencies. This summer the River e burned through the Bailey Flats area towards the Chowc a River drainage causing multiple evacuations. The Emerge y Operations Center continued to assist with the county Covid-19 response to the Delta and Omicron variants throughout the year.

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SPECIAL RESPONSE TEAM- SRT



The Special Response Team or SRT is a specialized team highly trained staff that are committed to resolving situations using strategies and tactics that emphasize control, containment and negotiations with the goal o protecting life and the safety of the public.

The team consists of two SRT Sergeants and eight Deput

In addition to normal monthly Law Enforcement training, e SRT train between 90-100 hours a year.



SRT Activations

2021- Three Activations





Bravery is not the absence of fear but the action in the face of fear

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BOATING SAFETY





The Boating Safety Unit is made up of one Sergeant and t
Deputies. Mariposa Sheriff Boating/Safety Deputies prim
area of responsibility are:

- Lake McClure. Lake McClure is approximately 26 mil
long with roughly about 80 miles of shoreline
(approximately 7,000 surface acres) & six boat ramp
McClure South ramp, McClure North ramp, Barret Co
South ramp, Barret Cove, Horseshoe Bend and Bag
(depends on water elevation).
- Lake McSwain- formed from the waters released from
Exchequer Dam. Lake McSwain is approximately 6 m
long and is a fishing lake with a maximum speed o
10MPH.
- Merced River- from Yosemite National Park to the
headwaters of Lake McClure (enforce County Ordinan
and investigate boating / rafting accidents).

The Boating Unit has five boats in their fleet. Four boats
owned by the State, one boat is owned by the Sheriff's Off

- Three inboard/outboard aluminum hull boats
- One is a jet drive aluminum hull for shallow water/Di
team operations.
- One 16ft flat bottom boat with an outboard jet drive
extremely shallow waters and bodies of water that car
be accessed by patrol boat. This boat can even be pu
by a quad or side by side to remote areas.

2021 Boating Stats

The 2021 boating year was met with many many obstacles. The continued COVID-19 pandemic forced many campground closures around the lakes. Water levels on the lakes and rivers was at an all time low, limiting the boating activities on the lakes. The surface area of water to enjoy was greatly impacted, creating a less than desirable recreation area. Even with those conditions the Boating Safety unit continued to patrol the waterways of Mariposa County. The 2021 boating statistics do not accurately reflect the hours spent on the lakes and rivers.

Neat facts: Boating/Safety Deputies are mandated by t
State of California to investigate any boating collisions th
result in more than $500 damage and/or if a person is ki
or injured and requires medical treatment beyond first a
Boat Deputies attend special classes to reconstruct collisi
on the water similar to the way CHP investigates crashes
the roadways (minus the skid marks). Boat Deputies ar
trained on how to investigate Boating Under the Influen
cases with special field coordination tests as it is not poss
at times to check balance etc. while on the water.

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SEARCH & RESCUE (SAR)

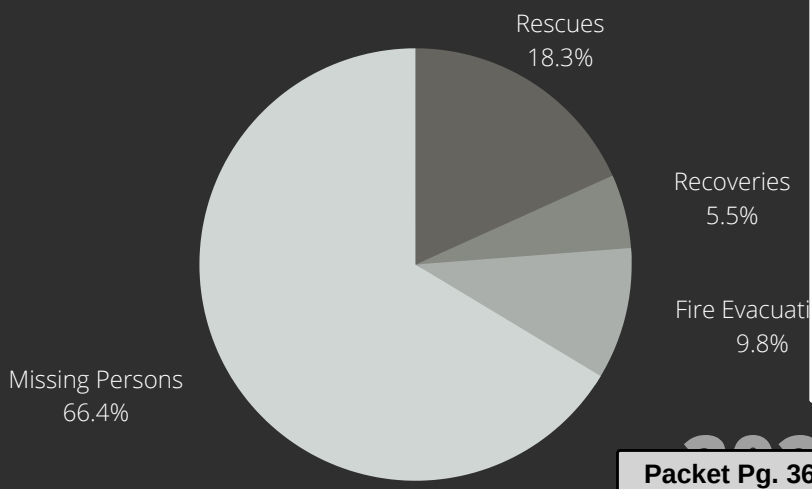
Ready to assist in any emergency, under various types conditions, the Search and Rescue Team is a highly train team consisting of one Sergeant and two Deputies wh manage the group of **volunteers**. Because the county diverse in terrain, members have the skills and knowled to rescue persons in the swift water of the local rivers, cliffs and mountains or in the back country of our Natio Forests. Parts of the Search and Rescue Team are also trained in Dive Rescue and High Angle Rescue. Many o the situations encountered by Search and Rescue requi personnel to have a strong emergency, medical and technical background. Search and Rescue members respond quickly to emergencies, epitomizing the meani of team work.

The SAR Team was activated 24 times over the 2021 ye They performed ten rescue operations, eight missing person searches, three fire evacuations, and two swift water body recoveries. Training is vital to Search and Rescue operations, volunteers racked up **3,039 hours** conducting trainings, maintaining equipment and performing community service.

2021 Notable Activations
Missing at risk 14 year old boy- Hunters Valley
Missing 13 year old girl - Greeley Hill
River Fire Evacuation Assist
Gerrish/ Chung Family Search & Assist

SAR Activations

Total Volunteer Hours - 3,774



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COURT SECURITY / BAILIFF

These Units are made up of one Deputy/Bailiff, five par time Reserve Deputies and one part-time Sheriff's Security Officer.

The Court Security Unit is responsible for the security of Mariposa County Court House, Judges, Prosecutors, Suspects, Witnesses, Defendants and anyone else enteri the courthouse. All people entering the Court House mu go through the metal detector screening process.

Offsite trials remained in high demand due to COVID-1 this posed a significant security risk as offsite locations request unique accommodations to establish a controlle environment like the Court House. This required additio staffing as well as pre-trial inspections.



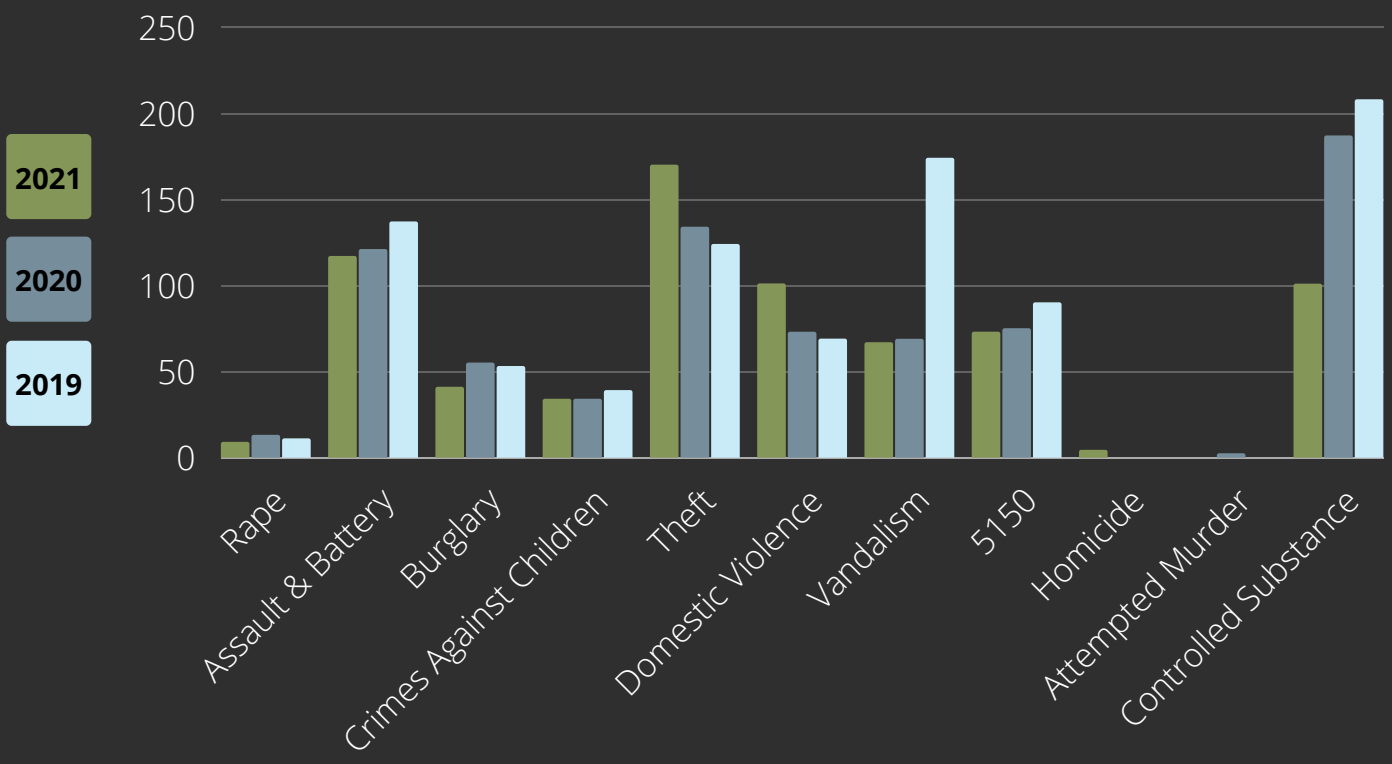
HONOR GUARD TEAM

Our Honor Guard Team most often act as "guardians of colors" by displaying and escorting the United States an California state flags at official functions. They also provi funeral honors for fallen law enforcement officers and t guard monuments.

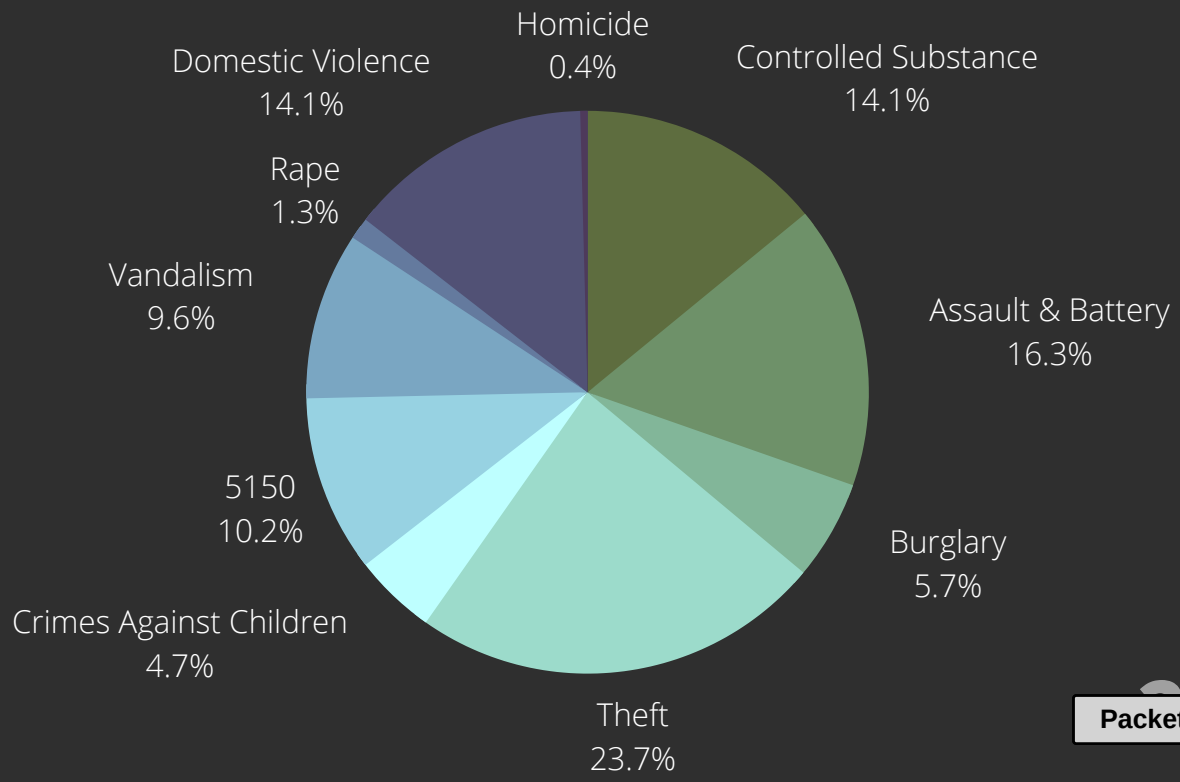


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NOTABLE YEAR END OPERATIONS DIVISION STATS



CRIME	2021	2020	2019
Homicide	3		
Rape	9	13	11
Assault & Battery	117	121	137
Burglary	41	55	53
Crimes Against Children	34	34	39
Theft	170	134	124
Domestic Violence	101	73	69
Vandalism	67	69	174
5150	73	75	90
Attempted Murder	2	2	0
Controlled Substance	101	187	208



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Community Services Divisio

The Community Services Divisio consists of the following units/teams:

- Jail
- Evidence
- Coroner
- Dispatch
- Animal Control
- Personnel
- Records
- Purchasing
- SCOPE
- Building and Grounds

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2021

ADULT DETENTION FACILITY





The Mariposa County Adult Detention Facility, often refer d to as the County Jail, is a Type II facility. The facility can h up to 58 inmates at one time. The Jail must comply wi Title 15 and Title 24 requirements.

The Jail is made up of one Lieutenant, three Custodia Sergeants and seven male Custodial Deputies and seve female Custodial Deputies. Custodial Sergeants and Custodial Deputies are staffed in a strategic way to ensu we are following state mandated gender policies.

Custodial staff meticulously follow Title 15 requiremen which regulate the conditions of confinement as it rela to food, medical treatment, housing and discipline. Title regulated the minimum standards for the design and construction of the jail buildings.

The COVID-19 Pandemic protocols continued, Jail operations were modified for the safety of the inmates a staff. Inmate capacity was reduced from 58 to 27. Jail s were quick to change policies and procedures through the Jail setting. Every person going through the bookin process must do a rapid COVID-19 test and must compl a quarantine period prior to being released in to gener population. As of the printing of this Annual Report the has been no COVID-19 outbreaks at the Jail.

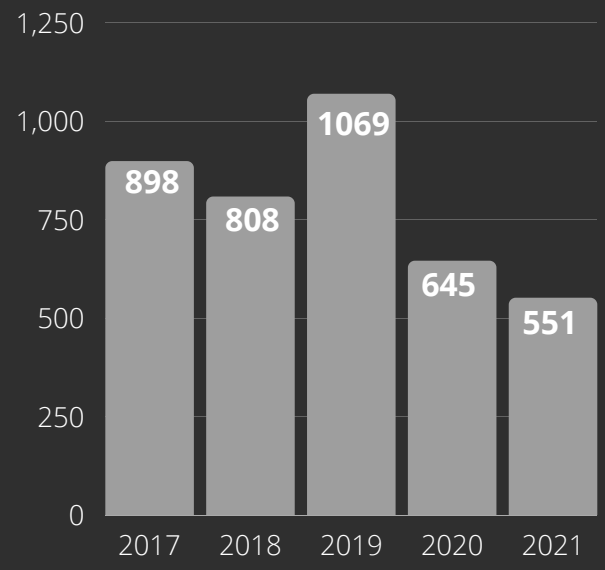
2021 Jail Accomplishments

- **Implementation of the tablet program-** Incarcerated individuals are able to use these tablets to access things like: GED Courses, Cognitive, Behavioral & Mental Health Therapy, Job Skills, College, Religious and Spiritualty, Health, Reading, ESL, Legal Topics and other Personal Development and Educational Materials.

- **Installation of exercise equipment-** Giving a more diversified options for physical activity.

- **Internal infrastructure upgrades-** Many parts of the jail have not been updated since it was built in 1994. In 2021 we began updating the laundry room. Installing more efficient industrial washer and dryers

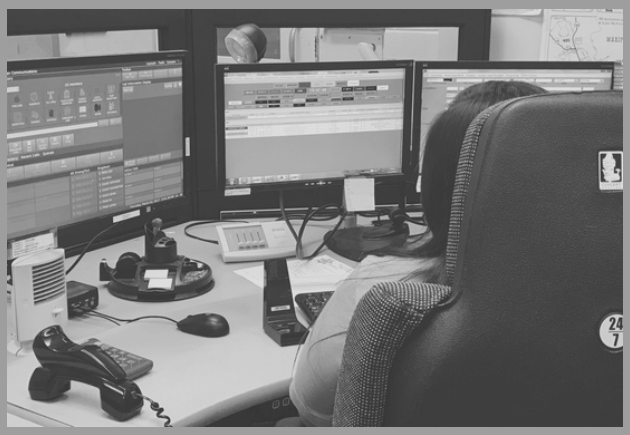
Five Year Glance at Jail Bookings

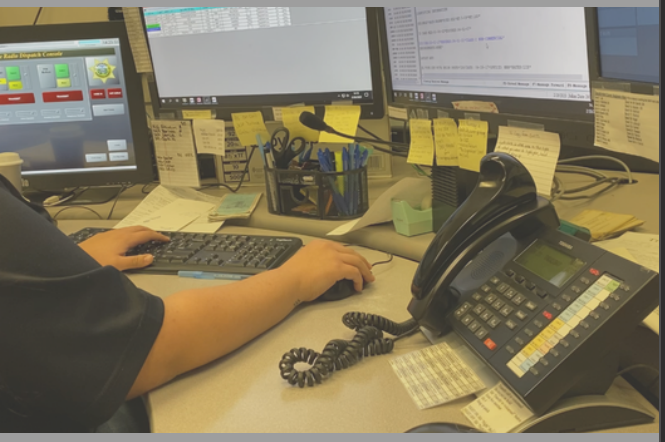


Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

911 DISPATCH







Our Emergency 911 answering center is the answerin point for all 911 calls made in Mariposa County. Calle "Control" on the radio by all emergency personnel, they also responsible for all radio communications with al Sheriff's Office personnel. They provide important information to assist Deputy response to calls for servi and help ensure citizen and officer safety. Dispatchers a able to monitor movement of staff in the field, allowing th to dispatch the closest available Deputy to a call.

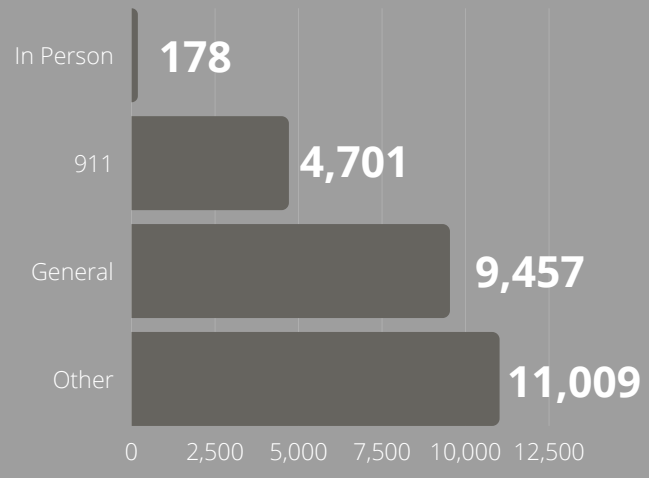
The Emergency 911 center is made up of Eight Dispatch and One Sergeant and is staffed 24/7/365.

Emergency call takers receive calls of all types; from weat and road conditions to emergency calls for help. Mos people are calling on their worst day. 911 Dispatchers a trained to handle each call in a way to get help to the ca quickly.

The Emergency 911 center has now been upgraded t accept emergency text messages. Residents can text 9 instead of calling, if they are unable to do so in the case an emergency. This technology is available to users fro their cell phones when speaking on the phone is not a option, or when it could put the caller in danger. Text-to- is an added resource for individuals who are deaf, hard hearing or have speech disabilities. The new 911 textin system will allow 911 dispatchers to reply via text or call reporting party directly. 911 text messages are routed to nearest or pre-determined 911 center to the phones location. Texts can immediately be transferred to the m appropriate first responder agency. Residents are encouraged to call, rather than text, whenever possible ensure that critical information can be relayed in the m efficient way possible.

2020 Emergency Call Highlights

Total Calls = 25,411

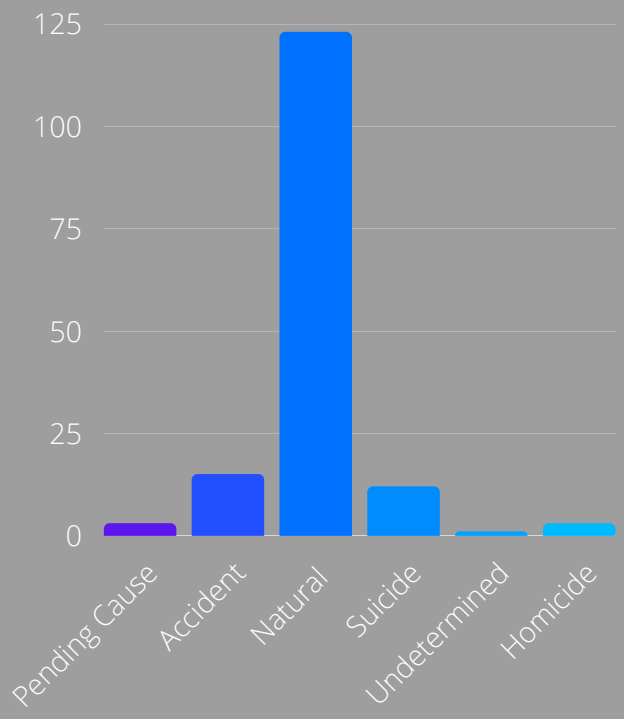


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CORONER

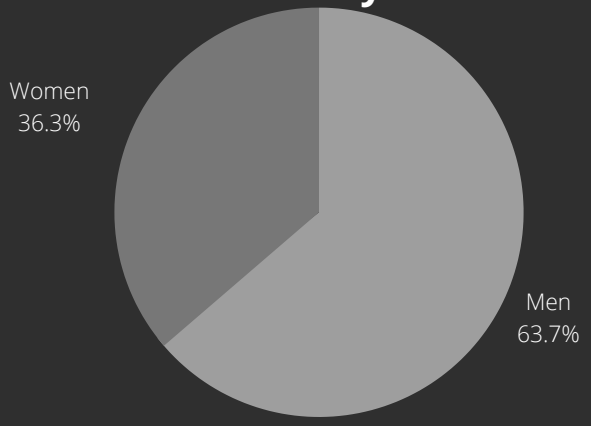
2021 Total Deaths- 157

Pending Cause- 3
Accident- 15
Homicide- 3
Natural (includes Dr. Sign)-123
Suicide- 12
Undetermined- 1

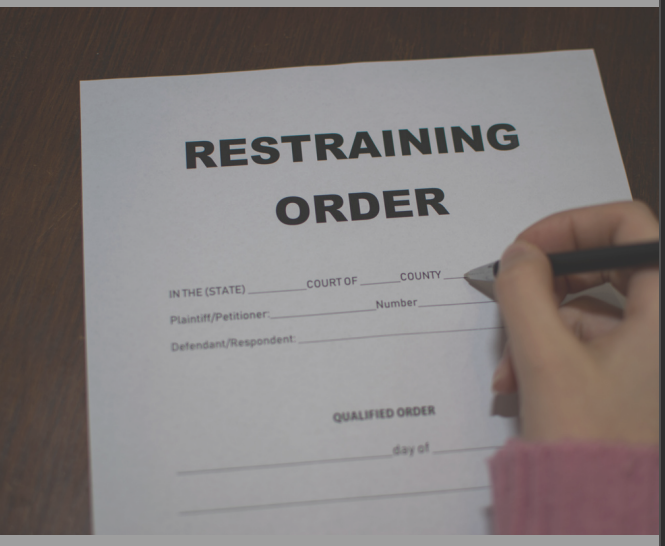


In Mariposa County, each Deputy Sheriff is also a Deputy Coroner. They are responsible for investigating the circumstances surrounding suspicious or unexpected deaths. They also work with the Mariposa County Sheriff's Office Assistant Coroner to locate next of kin, safeguard property and establish the identity if necessary. The Coroner unit is responsible for all deaths in Mariposa County, this does not include the deaths of Mariposa residents who die outside of Mariposa County.

2021 Deaths By Gender

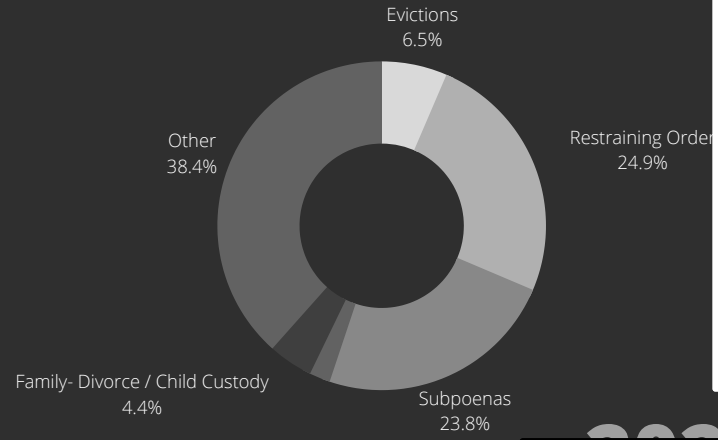


CIVIL



The Civil Unit is made up of two civil clerks who process all civil documents. The Civil Unit acts as the third/unbiased party while processing and serving any documents from one individual or entity to another. They serve restraining orders, subpoenas, wage garnishments, evictions and much more.

2021 Civil Service Stats
341 Requests for Service



Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))



PROPERTY & EVIDENCE

The property and evidence Unit receives, records, store safeguards, loads, transports, verifies, releases and disburses evidence and property. Currently there are ov 20,000 pieces of evidence logged into evidence system Evidence in all Homicide cases must be kept forever.

Notable pieces of evidence- An apology letter written the suspect in a burglary to the victim. "Sorry I stole you stuff..."

SCOPE



The Sheriff's Community Organized Policing Effort (SCOP program is comprised of adult volunteers who assist wi the many administrative duties and non-enforcement related patrol functions. Members perform vacation hou checks, present crime prevention programs and condu high visibility patrols. These local citizens work with uniformed patrol officers to enhance the community awareness of positive law enforcement. SCOPE current has 48 members.

PROJECT LIFESAVER- TEAM



The Project Lifesaver (PLS) Program is a service provide to those with Autism, Alzheimer's, and Dementia who hav tendency to wander away from their caregiver or reside and become lost. Each person enrolled in the system i issued a wrist watch type device that emits radio signals t allow for tracking capabilities up to four miles, terrain permitting. There a currently 13 clients in the PLS progra

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

POSSE



The Mariposa Sheriff's Posse is a volunteer group of dedicated members whose focus is to serve the commu on the behalf of the Sheriff's Department assisting in pu relations, education, emergency, and disaster services needed.

Currently there are two main teams within the Posse: Mounted Unit Team. Team members, as well as their mounts, have underwent training and certification processes. Typical assignments are providing education the community and assisting the department with provid a presence at special events and parades.



Team members may be assigned to any aspects of secur transportation, feed and care of large animals due to a or other deemed emergency.

Our Posse members contribute their volunteer time, the of their horses and equipment in order to support thes efforts.







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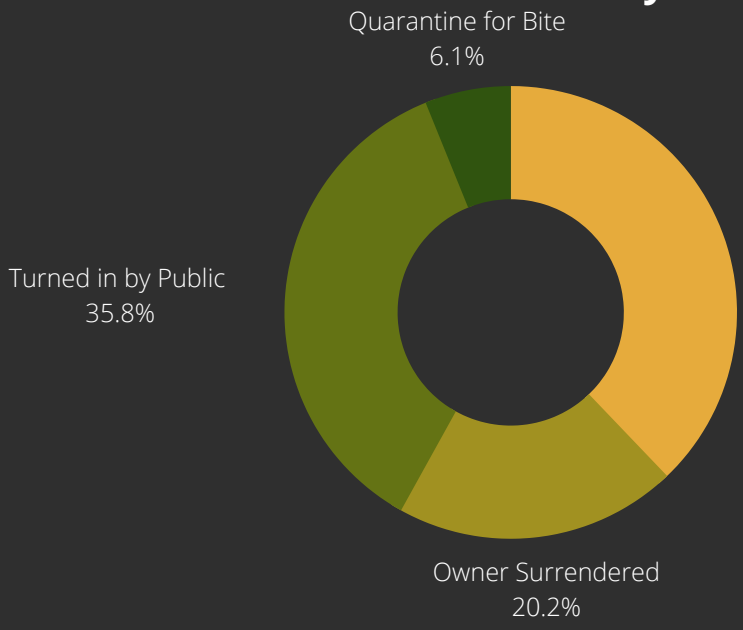
ANIMAL CONTROL



The Animal Control Unit is made up of three full time Officers. Animal Control Officers maintain public safety enforcing animal licensing laws and humane care regulations. A typical day in the life of an Animal Contro Officer consists of capturing and impounding dangerous stray animals, investigating cases of animal cruelty, enfor licensing laws and other state, county laws and regulatio rescuing trapped animals, writing incident reports and providing humane care to animals under their supervisi

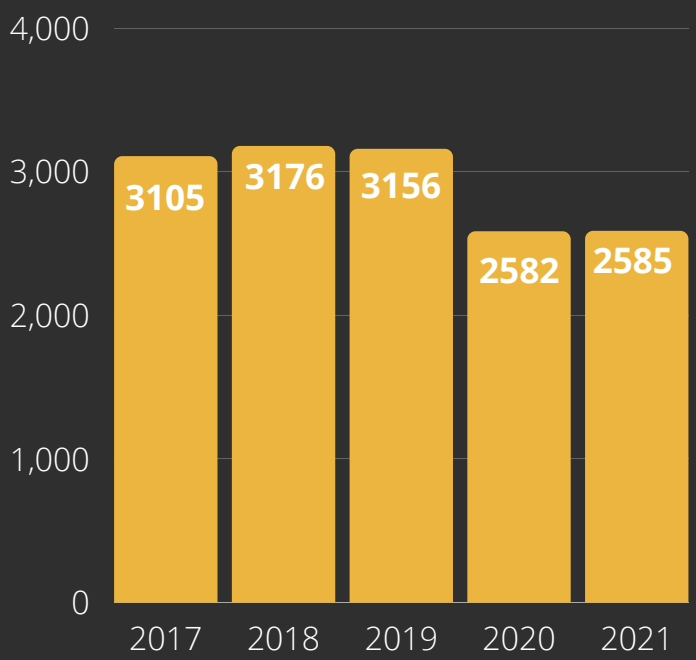


2021 Animal Control Facility Intake





5 Year Glance at Animal Control Calls



Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

PUBLIC ADMINISTRATOR



CALIFORNIA STATE ASSOCIATION OF PA|PG|PC

The Public Administrator is legally mandated by the Prob Code of the State of California to serve in a fiduciary capa to provide professional estate management services t county residents. Once the Public Administrator has be appointed as administrator to an estate, he/she has th same duties and functions as private administrators. Th are to:

- Protect the decedent's property from waste, loss or t
- Make appropriate burial arrangements.
- Conduct thorough investigations to discover all asset
- Ensure that the estate is administered according to th decedent's wishes.
- Pay decedent's bills and taxes.
- Locate persons entitled to inherit from the estate and ensure that these individuals receive their inheritance
-

The Public Administrator may be notified of a death b mortuaries, residential facilities, hospitals, or private citiz when someone dies, and the family of the decedent can be immediately located or are unable to administer th estate. The Superior Court is likely to assign the Public Administrator to an estate when there is risk of loss o misappropriation of estate assets. The Superior Court m also appoint the Public Administrator as administrato when an estate is contested by heirs.

The Mariposa County Public Administrator handles between 3-10 case per year.

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CHAPLAINCY UNIT



The Sheriff's Chaplaincy Unit was created to provide emotional and spiritual support to the Sheriffs Office sta public safety partners and the community. They are ma up of clergy volunteers who are ordained, licensed, or approved members of a religious organizations. All Sher Chaplains have completed Basic Chaplain Academy Train

Chaplains often assist deputies by working with individu families, or victims of crime during times of crisis or catastrophic events. Sheriff's Chaplains provide comfort support for victims of tragedies or crimes.

Chaplains participate in critical incident stress debriefin PTSD support, counseling, and peer advice to Sheriff's st Chaplains often ride along with deputies on patrol as th take calls for service.

We added a new Chaplain to our family in 2021. We no have a group of three that are ready at a moments notic serve and support.



Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))



Photo Credit

Cover Photo: Deputy Weston Carroll

Additional Photos: Mariposa County Sheriff's Staff and Volunteers

Find Us Online

Facebook: facebook.com/mariposacountysheriff

Instagrahm: @Mariposaso

TikTok: @mariposasheriff

Webiste: mariposacounty.org/sheriff

Twitter: @MariposaSheriff

Itunes or Google Play Store: Mariposa Sheriff App

Contact Us

Physical Address:5099 Old Hwy N, Mariposa, CA 95338

Mailing: PO Box 276 Mariposa, CA 95338

Emergency: 911
Non Emergency Phone: 209-966-3615

Email: Sheriff@mariposacounty.org

Minutes Acceptance: Minutes of Mar 1, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

March 8, 2022

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

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Tom Sweeney	District II 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	Present	9:00 AM

B. Pledge of Allegiance

Chair Smallcombe led the Pledge.

C. Introductions

None.

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

No public comment.

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

CA1. **Sheriff's Office** **RES-2022-148**

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

CA2. **Health and Human Services** **RES-2022-149**

Minutes Acceptance: Minutes of Mar 8, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA3. **Health and Human Services RES-2022-150**

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

CA4. **Planning 2022-23**

Re-Appoint Jeff Cerioni, James Christian, Greg Baxter and Margaret Rolfe to the Fish Camp Town Planning Advisory Council with Terms to Expire February 29, 2024 (Supervisor Smallcombe)

CA5. **Planning 2022-24**

Recognize the Service of Brian Peters and Re-Appoint Charli McCord to the Catheys Valley Community Planning Advisory Committee for a Term to Expire February 29, 2024 (Supervisor Long)

CA6. **Planning 2022-25**

Appoint Tara Fouch-Moore to the Merced River Trail Community Working Group (MRTCWG) for a Term Expiring February 28, 2025

CA7. **Planning 2022-26**

Re-Appoint Adam Burns, Jackie Baxton, Jeanetta Phillips and Irene Vasquez to the Creative Placemaking Strategy Advisory Committee (CPSAC) for Terms to Expire February 28, 2025

CA8. **Public Works RES-2022-151**

Authorize the Public Works Director to Waive the Encroachment Permit Fee; and Approve a Street Closure of 9Th & 10Th Streets for the Annual Art, Wine & Wheels Event on May 28, 2022 on the Mariposa County Courthouse Lawn, and Authorize the Public Works Director to Waive the Requirement that the Applicant Pay for the County's Insurance Policy for Events at Which Alcohol is Served

CA9. **Public Works RES-2022-152**

Approve the Program Supplement Agreement with the State of California Department of Transportation for the Oak Grove Road Over Striped Rock Creek Bridge Project; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **Public Works RES-2022-153**

Approve the Program Supplement Agreement with the State of California Department of Transportation for the Incline Road Over Moss Canyon Bridge Project; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **Public Works/Solid Waste RES-2022-154**

Approve a Request for Proposals (RFP) for Appliance Recycling Services; and Authorize the Director of Public Works and Transportation to Select the Lowest Responsible Bidder and Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

Minutes Acceptance: Minutes of Mar 8, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

E. Departmental Presentation

Eric Sergienko/County Health Officer reported that the County continues to see a decrease in COVID-19 cases and is getting back to the new normal. Dr. Sergienko noted that the Governors Executive Orders were rescinded and two existing Health Officer orders regarding quarantine and masking of our youth will be modified May 11th, 2022. Under the State guidance, school aged children will no longer be required to wear a mask.

Kari Kisela/ Chamber of Commerce announced an upcoming ribbon cutting ceremony for April 6th at 11 am for Sierra Telephone and reminded the Board of the Granny's Grub and Goodies ribbon cutting is scheduled for March 18th, 2022 at 11 AM. She also handed out a flyer to announce the upcoming ribbon cutting.

1. **Clerk of the Board of Supervisors (ID # 12923)**

Handouts from Departmental Presentation Portion of the March 8Th, 2022, Meeting

RESULT: INFORMATION RECEIVED

F. Public Comment on Non-Agenda Items

Public Comment was received by Michelle Earling. Ms. Earling was inquiring why the Board has continued the local COVID-19 Emergencies. She believes they should be pulled and discussed. Ms. Earling also inquired how COVID-19 patients are treated if they go to John C. Fremont Hospital.

Dallin Kimble/County Administrative Officer explained that we have not terminated them as several businesses have seating in parking right of ways, if the emergencies are terminated, those special exemptions are also terminated. Mr. Kimble also explained that there is no perk to the County to continue the local emergencies, no money is being received.

G. Regular Agenda Items

1. **HHS/Behavioral Health & Recovery Services RES-2022-155**

Approve Acceptance of the Behavioral Health Response and Rescue Project (BHRRP) Community Mental Health Services Block Grant (MHBG) Award in the Amount of $468,137; and Authorize the Interim Health and Human Services Agency Director to Implement the Program Activities Outlined in the Grant Application

Joe Lynch/Acting Heath and Human Services Agency Director gave the staff report stating this item and item G.2 are related. Mr. Lynch also noted a correction, interim needs to be changed to acting and then introduced Baljit Hundal/Division Director for Health and Human Services Agency who stated this is to accept the money which will continue to help residents with their first crisis episode. No public comment. Discussion ensued.

AMENDMENT: Correction to signature authority title from Interim Health and Human Services Agency Director to Acting Health and Human

Minutes Acceptance: Minutes of Mar 8, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Services Agency Director.

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

2. **HHS/Behavioral Health & Recovery Services RES-2022-156**

Approve the Allocation of Two Additional Full Time Mental Health Clinician Positions in the Health and Human Services Health Division Budget, Effective Immediately

Joe Lynch and Baljit Hundal gave staff report with previous item as they are both related. Mrs. Hundal noted with this grant two additional clinicians will be hired to help handle crisis. No public comment. Discussion ensued.

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

3. **Administration RES-2022-157**

Adopt a Resolution Substituting Officers Authorized to Direct Transfer of Tobacco Settlement Funds

Dallin Kimble gave the staff report. No public comment.

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

4. **Fire (ID # 12700)**

Receive a Presentation from the Fire Department Regarding Their 2021 Annual Report and Statistics

Steve Ward/Mariposa County Fire Chief gave the staff report accompanied by a PDF Presentation. Chief Ward noted a correction on packet page 97, it currently states 50 hours of volunteer work and needs to be corrected to 80 hours of volunteer work. Public comment was received by Jonathan Noelle and Karen Glendenning. Discussion ensued.

RESULT: INFORMATION RECEIVED

5. **Board of Supervisors (ID # 12730)**

Minutes Acceptance: Minutes of Mar 8, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Discussion and Direction Regarding COVID-19 Restrictions Still in Place in the Board Chambers (Supervisor Long)

Supervisor Long gave the staff report, noting he would like the Board Chambers and staff to return to pre-COVID set up. Dr. Sergienko stated from a Public Health standpoint he is comfortable with it returning to pre-COVID set up. No public comment.

DIRECTION*: Chambers are to be returned to pre-COVID set-up which includes maximum number of chairs and staff seated at the dais with the Board*.

RESULT: INFORMATION RECEIVED

H. Items removed from Consent Agenda

None.

I. Board Information

Information received.

J. Adjournment

10:43 PM Chair Smallcombe adjourned in memory of Paulette Lockwood Paquette, John Flynn, James Eskra, G.C. Casey, Robert Almarode, Harry Petretti, and Dennis Martin.

Respectfully submitted,

Danielle Bondshu
Deputy Clerk of the Board II

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Mar 8, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

March 15, 2022

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

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Tom Sweeney	District II 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	Present	9:00 AM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

None.

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

Supervisors Forsythe and Menetrey noted a clerical correction in the signature line of the agreement in CA11. Regarding CA15, Supervisor Forsythe requested a discussion and direction item be brought to the Board on the type of equipment being ordered.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2022-158**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2022-159**

Minutes Acceptance: Minutes of Mar 15, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

CA3. **Sheriff's Office RES-2022-160**

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

CA4. **Administration/Community Development RES-2022-161**

Ratify and Approve the Allocation of $6,373.00 from the Safety and Freedom Enhancement (SAFE) Grant to Vines & Vittles, LLC for Out-Of-Pocket Covid-Related Expenses

CA5. **Administration/Community Development RES-2022-162**

Ratify the Allocation of $2,449.82 from the Safety and Freedom Enhancement (SAFE) Grant to Mountain Fitness for Out-Of-Pocket Covid-Related Expenses

CA6. **Administration/Community Development RES-2022-163**

Ratify the Allocation of $25,781.20 from the Safety and Freedom Enhancement (SAFE) Grant to the Alley for Out-Of-Pocket Covid-Related Expenses

CA7. **Administration/Community Development RES-2022-164**

Ratify the Allocation of $10,185.17 from the Safety and Freedom Enhancement (SAFE) Grant to Buck Meadows Ranch, LLC (Dba Blackberry Inn Bed & Breakfast) for Out-Of-Pocket Covid-Related Expenses

CA8. **Administration/Community Development RES-2022-165**

Ratify the Allocation of $20,339.51 from the Safety and Freedom Enhancement (SAFE) Grant to 1850 Brewing Company for Out-Of-Pocket Covid-Related Expenses

CA9. **Clerk of the Board of Supervisors 2022-27**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in February of 2022

CA10. **Clerk of the Board of Supervisors 2022-28**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in February of 2022

CA11. **County Counsel RES-2022-166**

Approve Extension Agreement Between National Park Service and County of Mariposa for the County Public Library, Wawona; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Health and Human Services RES-2022-167**

Approve an Increase in Extra-Help Hours from 999 Hours to 1,300 Hours for Two Kitchen Assistant Extra-Help Positions in the Health & Human Services Agency Adults & Aging Branch

CA13. **HHS/Behavioral Health & Recovery Services RES-2022-168**

Minutes Acceptance: Minutes of Mar 15, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Approve Agreement with Sierra Health Foundation to Function as Sub-Contractor and Grant Recipient for Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth Project; Authorize Acceptance of $99,801.04 for the Purchase of Cell Phones and Telehealth Equipment; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA14. **HHS/Community Services RES-2022-169**

Approve the Program Proposals for Services in Response to Area 12 Agency on Aging's Request for Proposal for Funding Cycle Years July 1, 2022--June 30, 2026, for Senior Transportation and the Senior Nutrition Programs; Authorize the Board of Supervisors Chair to Sign the Proposals; and Designate the Health and Human Services Director as Service Provider and Designee

CA15. **Public Works/Fleet RES-2022-170**

Approve Budget Action Transferring Funds Within Fleet Maintenance for the Purchase of Two (2) Water Tenders ($645,000); and Authorize the Director of Public Works and Transportation to Make the Purchase 4/5ths Vote Required

E. Board Recognitions

1. **Health and Human Services 2022-29**

Proclaim the Month of March 2022, as "Social Work Month"

Joe Lynch/Assistant CAO/Interim Health and Human Services Agency Director, discussed the important work of Social Workers then introduced Julianne Simms/Social Services Division Director who gave the report.

Chair Smallcombe presented the proclamation to Ms. Simms and staff.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

F. Departmental Presentation

Dr. Christina Allen/Deputy Public Health Director provided statistics on employee testing, noting that employee testing will continue until Mariposa County is in the moderate tier which is anticipated in the next few weeks. Dr. Allen also provided statistics on the Center of Disease Control (CDC) Data Tracker and the CDC Community Tracker, noting that the numbers hit the lowest in Community Tracker. Dr. Allen advised that Mariposa County is not seeing the impact of BA2 as much as other countries due to so many in the County that have already had Omicron and or received vaccines.

Shannon Hansen/Director of Public Works and Transportation provided an update on the Site Logic project noting the lighting has been completed, they are working on the solar, and will be moving on to the structures at the jail and museum parking lots and Public Works. Ms. Hansen noted that it was not realized during design review that MPUD water lines are running under the Government Center parking lot so the solar will be installed on the Hall of Records and the Library as roof mounts instead of the parking lot. Ms. Hansen also provided updates on the homeless

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encampment on Miller Road which will be cleaned up next week. Ms. Hansen responded to the Board advising that the Darrah Road project is on schedule and a full report will be provided to the Board soon, and the Solar project will be wrapped up in August/September.

Dallin Kimble/County Administrative Officer advised that the Housing Rehab program is working out well with seven applications received so far, noting that if the improvement is going to increase the home value above $300,000, they are no longer eligible and urged that any inquiry's be done soon. Mr. Kimble advised Creek Side Terrace is almost ready to accept applications, and advertising will be provided around town with more information coming soon.

Kari Kisela/Chamber of Commerce provided fliers for the next ribbon cutting ceremonies to the Board and placed some on the back table, noting that Friday is the Granny's Grubb ceremony.

G. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

9:26 AM Chair Smallcombe recessed the Board of Supervisors meeting, followed by the Deputy Clerk's reading of the Government Code announcement.

H. MARIPOSA PUBLIC FINANCE CORPORATION

1. **Administration (ID # 11833)**

Mariposa County Public Finance Corporation Annual Meeting

See Separate Meeting Minutes

RESULT: MEETING HELD

Reconvene as Board of Supervisors

9:35 AM Chair Smallcombe reconvened the Board of Supervisors meeting.

I. Regular Agenda Items

1. **HHS/Social Services RES-2022-171**

Approve the Acceptance of $250,000 for the Bringing Families Home Program through the California Department of Social Services; and Authorize the Mariposa County Health and Human Services Agency Director to Sign the Director's Certification Instructions and Funding Conditions, as Instructed by the California Department of Social Services

Julianne Simms/Health and Human Services Agency gave the staff report and provided information for families that need assistance, specifically through Child Welfare Services. This program will model the CalWORKS housing program. No public comment. Discussion ensued.

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

2. **HHS/Employment and Community Services** **RES-2022-172**

Approve Memorandum of Understanding (MOU) with the California Department of Social Services (CDSS) Regarding Access to Confidential Data Related to Employment Development Department; and Authorize the Health and Human Services Director to Sign the MOU as Instructed by CDSS

Rebecca Maietto/Health and Human Services Agency gave the staff report, and noted that they will bring an item back mid-summer for a renewal. No public comment. Discussion ensued.

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

3. **Building** **RES-2022-173**

Authorize the Allocation and Recruitment of One Full Time Development Services Technician (DST) Position in the Building Department (Effective Immediately)

Debra Willis/Interim Building Director gave the staff report. No public comment.

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

Recessed

9:50 AM Chair Smallcombe recessed the meeting for a brief break and reconvened at 10:56 AM.

4. **Administration** **(ID # 12679)**

Discussion and Direction Regarding an Update on the Implementation of the New Enterprise Resource Planning (ERP) Software

Dallin Kimble/CAO introduced Leigh Westerlund/Assistant CAO who gave the staff report then introduced Luis Mercado/Auditor who presented additional information to the staff report. During public comment Karen Smith suggested that with this new program it would be helpful if the public could look up their own permits, land management information, and other information, Discussion ensued and staff responded to questions of the Board regarding training for staff/users,

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some departments still using AS400 with a plan to bridge them to the ERP in the future, sunsetting AS400, and how the land management system and the ERP will work together and a desire to see a presentation of the land management system when it is available after purchase.

RESULT: INFORMATION RECEIVED

5. **Administration RES-2022-174**

Approve a Budget Action Correcting Auto Calculations in Oracle ($344,117) 4/5ths Vote Required

Dallin Kimble introduced Leigh Westerlund who gave the staff report. No public comment. Discussion ensued regarding providing more information during the staff report next year.

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

6. **Administration RES-2022-175**

Receive and Review the Midyear Financial Status Report and Approve Budget Adjustments 4/5ths Vote Required

Dallin Kimble introduced Leigh Westerlund who then gave the staff report and requested feedback from the Board on how they would like to approach this process in the future. No public comment. Discussion ensued regarding providing more information during the staff report next year, to include identifying departments, and be aware of repetitive numbers.

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

J. Items removed from Consent Agenda

None.

K. Board Information

Information received.

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L. Adjournment

11:27 AM Chair Smallcombe adjourned the meeting in memory of Mary Nielsen.

Respectfully submitted,

Tracy Gauthier
Deputy Clerk of the Board II

Rosemarie Smallcombe
Chair, Board of Supervisors

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MARIPOSA COUNTY

Clerk of the Board of Supervisors ·

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: CAO (Purchasing Agent) Signed Agreements

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in March of 2022.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board receives a synopsis of CAO Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board will be unaware of the contracts that the CAO has authorized.

ATTACHMENTS:
CAO approved agreements 4-26-22 (PDF)

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

BOARD REPORT ON CAO EXECUTED CONTRACTS

Board Agenda Item for April 26, 2022

Contractor	Amount	Term	Service	Department
Another Way, LLC	$20,000	12-1-21 to 6-30-22	Re-Entry / Recovery Residence	HHSA
Crisis Support Services	$44,100	7-1-22 to 6-30-23	Telephone Crisis Support	HHSA
Caleb Chaney Roofing	$10,402	1-1-22 to 6-30-22	Re-roof Mobile Home for client	HHSA
Crestwood Behavioral Health, Inc.	$50,000	7-1-22 to 6-30-23	Psychiatric Inpatient Services	HHSA
Ray Kapahi, Dba Environmental Permitting Specialists	$18,000	7-1-22 to 6-30-23	Consulation & Environmental Permitting	HHSA
Sally Gill	$13,200	4-1-22 to 3-31-23	Lease Agreement for 5284 Hwy 49 N.	Probation
Eastwood Industries- Scott Eastwood	$49,999	1-1-22 to 12-31-22	Welding Fabrication at Jail Facility	SO

PA= Purchasing Agent (CAO)

APA= Assistant Purchasing Agent (Department Head)

Attachment: CAO approved agreements 4-26-22 (2022-42 : CAO (Purchasing Agent) Signed Agreements)

MARIPOSA COUNTY

Clerk of the Board of Supervisors ·

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Department Head Signed Agreements

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in March of 2022.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board receives a synopsis of Department Head Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board will be unaware of the contracts that the Department Heads have authorized as Assistant Purchasing Agents.

ATTACHMENTS:
Department Head approved agreements 4-26-22 (PDF)

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

BOARD REPORT ON DEPARTMENT HEAD EXECUTED CONTRACTS

Board Agenda Item for April 26, 2022

Contractor	Amount	Term	Service	Department
George A. Luczy	$2,500	3-11-22 to 3-10-23	Expert Witness Services, Firearms and Ballistics	DA
Caleb Chaney Painting	$4,000	3-1-22 to 6-30-22	Painting Repair for Client	HHSA
David Heumann Plumbing, LLC	$2,700	9-1-21 to 11-30-21	Repair Backflow Valves at HHSA	HHSA
Jim Allen Plumbing	$5,000	12-1-21 to 6-30-22	Plumbing, Installation, Repair, Alter, or Extend at HHSA Facility	HHSA
Lice Clinics of America	$2,500	2-1-22 to 6-30-22	Dermatology Services	HHSA
SMG-Merced, LLC	$1,000	4-1-22 to 6-30-22	Radio Advertising	HHSA
Language Line Services, Inc.	$6,000	11-1-22 to 13-31-23	Interpretting Services	Probation
John C. Fremont Healthcare District	$5,000.00	3-1-22 to 2-28-23	Basic Medical Assessments for Juvinules	Probation
Aqua Source	$7,695	3-10-22 to 12-31-22	Chemical Control Installation - Pools	PW
Aqua Source	$2,699	3-21-22 to 12-31-22	Drain Cover Replacement - Pools	PW
Central Coast Aerial Mapping	$2,950	3-10-22 to 12-31-22	Aerial Mapping of Landfill	PW
City Signs	$7,243	1-21-22 to 12-31-22	Flagpole Removal and Installation at the Jail Facility	PW
City Signs	$1,650	3-10-22 to 12-31-22	Repair of Flagpole at Grizzly Gas	PW
Jones Snyder and Associates	$10,000	2-16-22 to 2-15-23	Lot Line Adjustment - Yosemite West	PW
Quinn Power Systems	$2,000	9-1-22 to 6-30-22	Generator Maintenance at DA Office	PW
S & S Electric	$379	3-9-22 to 12-31-22	Install Hour Meters on Pump Motor at Mariposa Pines Lift Station	PW
Scotts Cleaning Service	$2,300	3-10-22 to 12-31-22	Homeless Camp Cleanup	PW
PA= Purchasing Agent (CAO)				
APA= Assistant Purchasing Agent (Department Head)				

Attachment: Department Head approved agreements 4-26-22 (2022-43 : Department Head Signed

MARIPOSA COUNTY

Child Support Services ·

RESOLUTION - ACTION REQUESTED 2022-245

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Sharon Wardale-Trejo,

RE: Approve the Merced-Mariposa Child Support Services Regionalization MOU

RECOMMENDATION AND JUSTIFICATION:
Approve the Memorandum of Understanding (MOU) continuing the Merced-Mariposa Regional Department of Child Support Services effective May 1, 2022 for a three year period; and Authorize the Board of Supervisors Chair to Sign the MOU.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Since its development the State Department of Child Support Services (DCSS) has encouraged local child support agencies to consider opportunities for consolidation for program efficiencies.

On April 27, 2016, the Mariposa County Board of Supervisors approved the adoption of an MOU between Merced and Mariposa Counties to regionalize the child support program and administrative activities of the two departments for a pilot period of two years, May 1, 2016 - April 30, 2018. The agreement was renewed for an additional three year period. The regionalization model adopted established two separate and distinct departments under an administrative umbrella of regionalization, with all administrative components related to the regionalized department being performed by the lead county, Merced.

Consolidation of functions of the respective departments can improve the efficiency of the state child support program while retaining accountability, accessibility, and program outreach to the children and citizens of Merced and Mariposa Counties. The pilot period was approved to allow for a better understanding of how the regionalization effort would be implemented.

The regionalization has realized efficiencies and benefited the customers from both agencies through an exchange of best practices and sharing of resources. April 5, 2022, the Merced County Board of Supervisors approved the existing regionalization to be extended for an additional period of three years. It is requested and recommended for the Mariposa County Board of Supervisors to also approve the MOU for the Merced-Mariposa Regional Department of Child Support Services for an additional period of three years, May 1, 2022 - April 30, 2025.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the MOU and give further direction. A new Director would need to be hired in May 2022. Not continuing regionalization with Merced could put current Mariposa county agency employees in jeopardy as State funding has been nearly flat for the last 20 years while salary, benefits and cost of doing business has increased. The increased costs must be absorbed in the current funding unless the County is willing to provide General Fund support. Currently the department does not receive any General Fund support.

FINANCIAL IMPACT:
There is no financial impact to the County General Fund.

ATTACHMENTS:
2022 Regionalization MOU (PDF)

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

AMENDMENT #1
TO
MEMORANDUM OF UNDERSTANDING NO. 2019057
BETWEEN
THE COUNTY OF MERCED
AND
THE COUNTY OF MARIPOSA

This Amendment No. 1 ("Amendment") to Memorandum of Understanding No. 2019057 ("MOU") is entered into by and between the County of Merced, a political subdivision of the State of California, hereinafter referred to as "MERCED", and the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "MARIPOSA".

This Amendment is hereby incorporated by reference into the MOU. Both parties agree that there is new and adequate consideration for this Amendment.

This Amendment shall take effect on the date of the last party's signature below.

MODIFICATIONS:

1. Section F, entitled "PERSONNEL", paragraph one, is amended to read as follows:

   1. As of the date of execution of this agreement Mariposa County Department of Child Support Services employs five (5) persons in the following classifications: three (3) - Child Support Specialist I/II; one (1) - Child Support Specialist III; one (1) Child Support Supervisor/Accounting Technician.

2. Section H, entitled "TERM AND TERMINATION OF AGREEMENT", is amended to read as follows:

   1. The term of this Agreement shall commence on May 1, 2019 and run through April 30, 2025 and may be extended upon written mutual agreement of both parties.

   2. MARIPOSA and MERCED each have the right to terminate this Agreement, without cause or legal excuse, and without incurring any liability to the other party, upon one hundred eighty (180) calendar days written notice to the other party of its intent to terminate this Agreement in part or in its entirety.

Except as herein modified, all terms and conditions in said Agreement as heretofore approved remain unchanged and in full force and effect.

Signature page to follow

Attachment: 2022 Regionalization MOU (RES-2022-245 : Approve the Merced-Mariposa Child Support Services Regionalization MOU)

EXECUTION:

IN WITNESS WHEREOF, the parties have executed this Amendment below by their duly authorized representatives. This Amendment may be executed in counterparts.

County of Merced

By: _____
Chairman, Merced County
Board of Supervisors

Date: APR 0 5 2022

County of Mariposa

By: _____
Chairman, Mariposa County
Board of Supervisors

Date: _____

Approved as to form:

_____
County Counsel
Merced County
Michael E. Profant

_____
County Counsel
Mariposa County

Read and approved as to form and content:

Date: _____

_____
David Kilgore, Director
CA Department of Child Support Services

Attachment: 2022 Regionalization MOU (RES-2022-245 : Approve the Merced-Mariposa Child Support Services Regionalization MOU)

MEMORANDUM OF UNDERSTANDING
MERCED-MARIPOSA REGIONAL
DEPARTMENT OF CHILD SUPPORT SERVICES

This Memorandum of Understanding (MOU), entered into May 1, 2019, by and between the County of Merced, a political subdivision of the State of California, hereinafter referred to as "MERCED," and the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "MARIPOSA," is made upon the following considerations:

WHEREAS, the California Department of Child Support Services (DCSS) has consulted with MARIPOSA and MERCED as provided in Family Code §17304(a) regarding consolidating the administrative and programmatic functions of their respective Local Child Support Agencies (LCSAs). The California Department of Child Support Services is the single organizational unit whose duty is to administer the federal Title IV-D state plan in California as authorized per Family Code section 17202. The consolidation or sharing of child support program responsibilities as described in Family Code section 17304(a) and the respective LCSA Plans of Cooperation is subject to the final approval of the Director of the California Department of Child Support Services, and

WHEREAS, the Boards of Supervisors of MARIPOSA and MERCED have determined that the consolidation of the administrative and programmatic functions of their respective Local Child Support Agencies (LCSAs) will result in increased efficiency and improved service for the state Title IV-D program as well as the cost effectiveness of the program and this action will assist DCSS in improving the program efficiency and customer service quality while maintaining accountability and accessibility established by the respective LCSAs to the people of Mariposa and Merced Counties, and

WHEREAS, both LCSAs share the single statewide automation Child Support Enforcement system (CSE), and

WHEREAS, the governance structure agreed to herein establishes a single point of contact and authority with LCSAs; allows employees of each LCSA to remain as employees of their respective LCSAs; consolidates the administrative and programmatic functions for the two LCSAs; and provides that this agreement shall be subject to annual evaluation and review, and

WHEREAS, this agreement shall serve to formalize MARIPOSA and MERCED into a fully integrated and regionalized Department of Child Support Services.

NOW, THEREFORE, MARIPOSA and MERCED agree to the consolidation of the administrative and programmatic functions of their LCSAs and create and maintain the Merced-Mariposa Regional Department of Child Support Services, hereinafter referred to as the Regional Department, and agree to the following terms and conditions.

Merced County Contract No. 2019057

Attachment: 2022 Regionalization MOU (RES-2022-245 : Approve the Merced-Mariposa Child Support Services Regionalization MOU)

A. DEFINITIONS

The following words shall have the meaning ascribed to them in this section unless the content of their usage dictates otherwise:

1. "Agreement" means this Memorandum of Understanding.

2. "DCSS" refers to the California Department of Child Support Services.

3. "LCSA (Local Child Support Agency)" means the Merced County Department of Child Support Services and/or the Mariposa County Department of Child Support Services.

4. "Lead County" means the county (MERCED In this agreement) that shall assume the duties and responsibilities of the consolidated administrative and programmatic functions as listed in Section "C" of this Agreement.

5. "Partner County" means the county (MARIPOSA in this agreement) that shall assume the duties and responsibilities listed in Section "D" of this Agreement.

6 "Regional Director" means the director of the Merced-Mariposa Regional Department of Child Support Services. The Regional Director is the appointed Director of the Merced County Department of Child Support Services and also functions as the Director of the Mariposa County Department of Child Support Services.

7. "Regional Administrator" means the DCSS representative responsible for all aspects of the child support program within the assigned region.

8. "Mariposa Current Employees" means staff employed by Mariposa County Department of Child Support Services as of the date of execution of this Agreement.

If not otherwise defined in this Agreement, the terms used shall have the definitions set forth in the Family Code §17000, *et seq*.

B. GOVERNANCE AND ORGANIZATIONAL STRUCTURE

In order to effectively operate the Regional Department, the administrative and programmatic functions of each LCSA shall be consolidated with and managed by MERCED. The employees of each county LCSA shall remain as employees of their respective county. The Director of the Merced County LCSA shall be the Regional Director of the Regional Department. The Regional Director shall also serve as the Director of the Mariposa County LCSA. The Regional Director shall be directly and separately responsible to the Board of Supervisors of both counties for the administration, operation and management of their respective LCSAs. As Lead County, MERCED shall serve as the single point of contact and authority between the Regional Department and DCSS. As Partner County, Mariposa County shall vest in the Regional Director the powers and

Attachment: 2022 Regionalization MOU (RES-2022-245 : Approve the Merced-Mariposa Child Support Services Regionalization MOU)

authority necessary to carry out the responsibilities of the administrative and programmatic functions.

The Regional Department shall be responsible for providing for all child support program functions set forth in state and federal law and regulations for cases which fall within its jurisdiction including, but not limited to, case adjudication, case management and collection and disbursement of child support payments. Each county shall maintain separate budgets within the Regional Department and be responsible for the payment of the general administrative expenses necessary to perform the child support operations within that county including, but not limited to, employee salaries, benefits, OPEB (retiree health insurance insurance), travel and training for employees of that county, supplies and equipment for that county, rent for office space, county cost allocation, memberships, and legal resources and references to the extent that funds are appropriated in the Annual State Budget Act.

Neither county shall be liable for any penalties or fund reductions imposed for failure of the other county to meet performance-related standards as specified in state and/or federal regulations. Any penalties or fund reductions imposed by the state will be applied to the Regional Department to be passed on to the responsible county. Each County shall also maintain authority to discipline or terminate its employees in accordance with the rules and/or MOUs in place for that particular County.

The Regional Director shall sign a single Plan of Cooperation with DCSS. The Regional Director shall be responsible for monitoring the activities within both counties to ensure that the Regional Department is in compliance with the terms of the annual Plan of Cooperation.

C. MERCED COUNTY RESPONSIBILITIES

MERCED shall be the Lead County. Nothing in this Agreement shall change the employer/ employee relationship between MERCED and the Director of the Merced County Department of Child Support Services, who shall also serve as Regional Director under this agreement. MERCED shall reserve all exclusive rights as to the employment, compensation and discipline of the Regional Director. In this regard, the MERCED County Executive Officer shall give due consideration to any and all concerns expressed by the MARIPOSA County Administrative Officer regarding the performance of the Regional Director. The administrative and programmatic functions of the LCSAs shall be consolidated and performed by the Regional Director. To carry out this role the Regional Director and/or his/her designee shall:

1. Certify and ensure that the child support operation in the Regional Department meets all child support program requirements set forth in the State Plan, Plan of Cooperation(s), state and federal law and all regulations thereof,

2. Prepare, administer and submit a budget for the Regional Department. In order to develop the budget, separate budgets for each County Department of Child Support Services shall be

Attachment: 2022 Regionalization MOU (RES-2022-245 : Approve the Merced-Mariposa Child Support Services Regionalization MOU)

presented to the respective County Executive/Administrative Officers for their review and for approval by the Board of Supervisors of each respective county,

3. Prepare and submit claim and reporting forms required in the administration of the program for the Regional Department,

4. Ensure administrative allocations from DCSS are received and disbursed to the appropriate accounts for each separate County Department of Child Support Services,

5. Ensure that the program meets all automation requirements and coordinate with DCSS to effectively operate and maintain the child support automation system for the Regional Department,

6. Provide sufficient training to employees to enable them to perform all duties necessary to fulfill the tasks and functions of their jobs,

7. Provide customer service and public outreach functions that maximize the delivery of child support services to all customers served by the Regional Department,

8. Maintain a customer complaint resolution program as required by state regulations, including an ombudsperson program and customer service plan,

9. Be responsible for development, implementation, and oversight of any program improvement measures that may be required to improve performance,

10. Respond to the County Executive/Administrative Officer and the Board of Supervisors of each County for requests for information and reports regarding the consolidated administrative functions and their respective LCSAs, necessary for the overall administration of their LCSA,

11. Obtain and procure resources that will benefit the overall operation of the program, including the hiring of additional personnel, acquiring services, equipment, software and/or other information technology, and leasing facilities, necessary to improve program efficiency and effectiveness,

12. Hire, supervise, evaluate and manage personnel necessary to fulfill the functions of the child support program as mandated in Family Code § 17304, including assignment of work duties consistent with employees' current duties and in compliance with each County's Memoranda of Understanding, policies and procedures, and the standards and directives promulgated by the DCSS,

13. Work in conjunction with the Boards of Supervisors, County Executive/Administrative Officers, Human Resources Offices, CalHR/Merit System Services, and the bargaining units in performing the duties in this combined administrative function,

Attachment: 2022 Regionalization MOU (RES-2022-245 : Approve the Merced-Mariposa Child Support Services Regionalization MOU)

14. Maintain office space, equipment, machines and supplies necessary to perform the function of the child support program directives in accordance with established policies and procedures of the County for which the acquisitions are made,

15. Arrange for sufficient attorney resources to cover the court calendars in Merced and Mariposa Counties, including the preparation and follow up time required by such cases,

16. Maintain regular office hours in both the Merced and Mariposa offices, pursuant to respective County policy.

D. MARIPOSA COUNTY RESPONSIBILITIES

MARIPOSA shall be the Partner County. To carry out its responsibilities as Partner County MARIPOSA shall:

1. Vest in the Regional Director all powers and authority necessary to carry out the responsibilities as described herein for the Regional Director,

2. Direct the MARIPOSA County Administrative Officer to regard the Regional Director as equal in status, authority, and responsibility to any other Department Head in the employ of MARIPOSA,

3. Direct the MARIPOSA County Administrative Officer to make the Regional Director aware of all policies and procedures of MARIPOSA,

4. Make available the administrative offices of MARIPOSA, (such as the County Administrative Office, Human Resources Office and Office of the County Counsel) in dealing with claims, grievances, and complaints brought by employees of MARIPOSA,

5. Supply financial information to the Regional Director in a timely manner, including, but not limited to, all transactional and supporting documentation in regards to all expenditures incurred by MARIPOSA,

6. Grant access, if feasible, to its financial and reporting systems to key personnel of the Lead County as it relates to the claimable expenses of the LCSA to help facilitate the filing of the AEC 356 quarterly claim and for the purposes of management oversight of the departmental budget,

7. Maintain office space, equipment, machines and supplies necessary to perform the function of the child support program directives in accordance with established policies and procedures of the County for which the acquisitions are made.

Attachment: 2022 Regionalization MOU (RES-2022-245 : Approve the Merced-Mariposa Child Support Services Regionalization MOU)

E. MUTUAL RESPONSIBILITIES

Nothing in this agreement shall modify the responsibilities that each County has committed to in their respective Plans of Cooperation with the California Department of Child Support Services until such time as they enter into a Plan of Cooperation for the Merced-Mariposa Regional Department of Child Support Services. It is the responsibilities of the parties to ensure that the terms and conditions of the Plans of Cooperation are met even where delegated to the other party. Each county will remain subject to audit by DCSS. Each county shall remain responsible for any audit findings against that particular county.

F. PERSONNEL

1. As of the date of execution of this agreement Mariposa County Department of Child Support Services employs six (6) persons in the following classifications: one (1) - Child Support Assistant I/II; two (2) - Child Support Specialist I/II; one (1) - Child Support Specialist III; one (1) Child Support Supervisor; and one (1) - Child Support Accounting Technician.

2. Current Mariposa Employees shall remain MARIPOSA employees and be subject to all rules and regulations and shall retain all rights and privileges to which they are entitled under the MARIPOSA ordinances, personnel rules, regulations, and collective bargaining agreements. MARIPOSA shall be solely responsible for payment of wages and compensation to current Mariposa Employees.

3. The Regional Director shall provide direction to staff in performance of Child Support activities and, subject to the review and control of the MARIPOSA County Administrative Officer, provide for the training, performance review and appraisal, and discipline (up to and including termination) of MARIPOSA's employees in the Department of Child Support Services.

4. Current Mariposa Employees shall continue to be assigned to work in the Mariposa office.

5. At such time as the Current Mariposa Employees leave their positions, or this Agreement is terminated pursuant to section H, the Regional Director will work with DCSS and the MARIPOSA County Administrative Officer to determine if filling such vacancies is within the existing MARIPOSA LCSA budget allocation. If sufficient funding is available and filling the vacancy is determined to be the best course of action, the recruitment and hiring for the MARIPOSA vacancy would be for Mariposa County employees. If sufficient funding is not available to fill the vacant MARIPOSA position, then the Regional Director will re-assign the work performed by the vacant position to staff in the MERCED. If the shift of work to MERCED results in significant increases to caseworker workload, the Regional Director will work with DCSS determine if adjustments to budget allocations between regional departments is appropriate. As specified in Section C, Subsection 15 above, MERCED shall be responsible for providing sufficient staffing to maintain office hours in Mariposa.

Attachment: 2022 Regionalization MOU (RES-2022-245 : Approve the Merced-Mariposa Child Support Services Regionalization MOU)

G. INDEMNIFICATION

MERCED agrees to indemnify, save, hold harmless, and at MARIPOSA'S request, defend MARIPOSA, its officers, agents, and employees from any and all costs and expenses, including attorney's fees and court cost, damages, liabilities, claims, and losses occurring or resulting to MARIPOSA in connection with the performance, or failure to perform, by MERCED, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of MERCED, its officers, agents, or employees under this Agreement.

MARIPOSA agrees to indemnify, save, hold harmless, and at MERCED'S request, defend MERCED, its officers, agents, and employees from any and all costs and expenses, including attorney's fees and court cost, damages, liabilities, claims, and losses occurring or resulting to MERCED in connection with the performance, or failure to perform, by MARIPOSA, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of MARIPOSA, its officers, agents, or employees under this Agreement.

H. TERM AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall commence on May 1, 2019, and remain in effect for a period of three (3) years unless terminated by the parties in writing and with the approval of the Director of DCSS.

2. MARIPOSA and MERCED each have the right to terminate this agreement, without cause or legal excuse, and without incurring any liability to the other party, upon 180 calendar days written notice to the other party of its intent to terminate this Agreement in part or in its entirety.

I. DISPUTE RESOLUTION

In the event of a dispute between the Regional Director and the Partner County concerning the performance of the Regional Department or interpretation of this MOU that cannot be resolved, the parties to this MOU agree to refer the issue to the County Executive/Administrative Officers and the DCSS Regional Administrator for each County for resolution. If the dispute cannot be resolved, the parties may submit the dispute for resolution to the Director of DCSS. The decision of the Director of DCSS shall be final, except for issues within the sole jurisdiction of the County Board of Supervisors.

If no mutually acceptable resolution of the dispute can be achieved both parties retain their rights to terminate this Agreement as described in Paragraph H of this agreement.

Attachment: 2022 Regionalization MOU (RES-2022-245 : Approve the Merced-Mariposa Child Support Services Regionalization MOU)

J. AMENDMENT

The provisions of this Agreement may not be modified, except by a written instrument signed by both parties and approved by the Director of California Child Support Services.

K. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

L. SEVERABILITY

If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

Attachment: 2022 Regionalization MOU (RES-2022-245 : Approve the Merced-Mariposa Child Support Services Regionalization MOU)

M. NOTICES

All notices by the parties and DCSS to one another pertaining to any provision in this Agreement shall be made by United States mail, postage pre-paid, addressed as follows:

DCSS
California Department of Child Support Services
P.O. Box 419064, M.S. 100
Rancho Cordova, CA 95741-9064

Merced
Merced County Department of Child Support Services
P.O. Box 3199
Merced, CA 95344

Merced
Merced County Executive Office
2222 M Street
Merced, CA 95340

Mariposa
Mariposa County Department of Child Support Services
P.O. Box 748
Mariposa, CA 95338

Mariposa
Mariposa County Administrative Office
P.O. Box 784
Mariposa, CA 95338

Attachment: 2022 Regionalization MOU (RES-2022-245 : Approve the Merced-Mariposa Child Support Services Regionalization MOU)

EXECUTION:

In witness whereof, the parties have executed this agreement below by their duly authorized representatives. This Agreement may be executed in counterparts.

County of Merced

By: Lloyd Pareira
Chairman, Merced County
Board of Supervisors

Date: FEB 26 2019

County of Mariposa

By: _____
Chairman, Mariposa County
Board of Supervisors

Date: _____

Approved as to form:

Jenna Anderson
County Counsel
Merced County

Jenna Anderson

_____
County Counsel
Mariposa County

Read and approved as to form and content:

Date: _____

_____
David Kilgore, Director
California Department of Child Support Services

Attachment: 2022 Regionalization MOU (RES-2022-245 : Approve the Merced-Mariposa Child Support Services Regionalization MOU)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-246

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve the Allocation of One Additional Staff Services Analyst and Two Additional Admin Analysts

---

RECOMMENDATION AND JUSTIFICATION:
Approve the Allocation of One Additional full time Staff Services Analyst I/II Position and Two Additional full time Administrative Analyst I/II Positions in the Health and Human Services Administration Budgets, Effective Immediately.

The Health Division has been experiencing fast-paced growth for over two years, and major new opportunities are already planned in the CalAIM Medi-Cal reform initiative and the Substance Abuse Organized Delivery System (ODS) rollout. One Staff Services Analyst and one Administrative Analyst are needed to adequately address the growth in Behavioral Health program services and the future plans of the state connected to the CalAIM initiative. One Administrative Analyst is needed in the fiscal unit to adequately address the fiscal impact of CalAIM changes and the growth in recent and future grants in the Health Division. The existing Health Division fiscal team has been working at full capacity absorbing growth without additional staff for over a decade, and the budget in 2022 is over 5 times larger than 10 years ago, and growing with new grants nearly every month.

The Staff Services Analyst I/II position will serve on the Quality Assurance team. One Administrative Analyst will be assigned to the Deputy Director of Behavioral Health. One Administrative Analyst will be assigned to the Health Division Fiscal Team. These positions will be performing a variety of duties, such as completing grant applications for new funding, compliance and quality control, tracking, report and plan writing, and other tasks within the Consolidated Health Division.

The fiscal and program teams have analyzed the current Division growth and the program expansion expected in the next 3 to 5 years, and the staff additions requested will enable the Health Division to draw down sufficient funds to implement all new opportunities and to fully pay for these additional staff.

The Health and Human Services Agency has sufficient funding to accommodate the position allocation changes for FY21-22.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Changes to the employee allocation schedule require Board approval. The Board has approved allocation changes that will ultimately increase the level and quality of

services provided to the County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board chooses not to approve this action as recommended, existing staff will have to perform and oversee the duties to the best of their ability, and staff will have difficulty in keeping pace with the rapid changes coming from the state and federal programs.

FINANCIAL IMPACT:
These positions will be funded within the HHSA behavioral health budgets. There will be no financial impact to the County General Fund. Adequate funds are budgeted to cover the cost of these positions through FY21-22. No budget action is required.

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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-247

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Add One Allocation of an Office Technician and Eliminate One Office Assistant II Allocation

---

RECOMMENDATION AND JUSTIFICATION:
Add One Allocation of an Office Technician in the Health and Human Services Agency (HHSA) Human Services Branch; and Eliminate One Office Assistant II Allocation in the HHSA Administrative Services Branch.

There is sufficient funding in the current budget to cover the increased cost this fiscal year and no budget action is needed. The position will be included in the FY2022-2023 Human Services budgets. There will be no impact on the County General Fund.

Due to the continued vacancy of the Office Assistant II position, it has been determined that there is a greater need for an Office Technician in the Human Services Branch to assist with Human Services functions: therefore, we are requesting approval to replace the Office Assistant II Allocation with the Office Technician Allocation.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
It is typical of the Board to review and approve the addition and elimination of position allocations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not approve adding this Office Technician position and removing the Office Assistant position, this may hinder HHSA in keeping up with the demands and functions in the Human Services Branch.

FINANCIAL IMPACT:
There is sufficient funding in the current budget to cover the increased cost this fiscal year and no budget action is needed. The position will be included in the FY2022-2023 Human Services budgets. There will be no impact on the County General Fund.

REF ID# 12820

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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-248

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Ratify Fourth Amendment - Agreement with County of Tuolumne for Interim Health Officer

---

RECOMMENDATION AND JUSTIFICATION:
Ratify Fourth Amendment to Agreement with County of Tuolumne to receive interim services of County of Mariposa Health Officer, extending the term of agreement through April 18, 2022

The County Administrative Officer authorized the Fourth Amendment to the Agreement with County of Tuolumne on March 14, 2022. Upon further review by County Counsel, the Fourth Amendment must obtain ratification by the Board of Supervisors through the requested resolution.

In accordance with the state requirement that each county appoints a physician as its local Health Officer, the County of Mariposa Health Officer (Health Officer) currently performs professional services and duties for the County of Tuolumne through a contractual agreement and based on regulations and standards from the California Department of Public Health and Title 17 CCR.

The Health Officer reports directly to County of Tuolumne Health and Human Services Agency Director and holds the following responsibilities: assessing the communities health status, directing the local government's mandated public health protection function, and for providing public health policy leadership. Due to ongoing staff shortage, services of the Health Officer have been greater than anticipated and have resulted in the need for additional funding into the current agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors authorized Third Amendment to MOU with County of Tuolomne on July 20, 2021 through Resolution No. 2021-425.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Non-ratification of the Amendment may pose a dangerous risk in maintaining the continuity of essential public health services and expertise for a neighboring county.

FINANCIAL IMPACT:

This agreement generates revenue to offset Dr. Sergienko's salary expense. There is no impact to the General Fund.

ATTACHMENTS:
Tuolumne - Interim Health Officer A04 - 2022 - Wsignatures - Res. #CAO 03.14.2022 (PDF)
Toulmne County - 3rd Amendment - Wsignatures - Res. #2021-425 (PDF)
2nd Amendment - Interim Health TO - Wsignatures (PDF)
IHO Amend 1- Tuolumne Co Wsignature (PDF)
Interim Health Office TO Agreement - Mariposa County HHSA Wsignatures (PDF)

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

AGREEMENT ROUTING SHEET

To: *Danielle Bondshu or Tracy Gauthier* Dept.: *Clerk of the Board* Date: March 3, 2022

From: Beth Rose Agreement with: Tuolumne County Health Services

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1. fields.)*

1) **Is this a digital signature request?** Yes ☐ No ☒ *(If No, please provide two original copies signed by vendor.)*

2) **Is this the standard County Agreement Form?** Yes ☐ No ☒ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel (if NOT going to the Board)?

Yes ☒ No ☐

(If Yes, provide approval to COB via email. If No, see instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.**)

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2. fields.)*

Vendor Signator & Title: Tracy Riggs, CAO *(Name of person signing the agreement, and their title)*

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

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

Term: 2/1/2020 - 4/18/2022 *(Enter beginning "to" end. **Must be 1 year or less for DH or CAO agreements**.*

Is this an Amendment to an Agreement? Yes ☒ No ☐

(If Yes, attach copies of all prior amendments, *AS WELL* as the initial agreement.)

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3. field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

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

☐ $_____ **DEPARTMENT HEADS, Under $10,000** (MCC Section 3.08.050):
(Purchasing Agent's approval required to purchase or lease real property or storage space.)

☒ $+100,000 **CAO as Purchasing Agent, Under $50,000** (MCC Section 3.08.090):

Section 4: OTHER AUTHORIZATION *(Complete the appropriate Section 4. field.)*

☐ **CODE COMPLIANCE AGREEMENTS (Signature Authority Policy (SAP) 5.2.1.3)** $_____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES (SAP 5.2.1.4)** $_____

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

☐ **INTRA-AGENCY AGREEMENTS & MOUs (SAP 5.2.1.2)** $_____

DIGITAL SIGNATURE INSTRUCTIONS

A. DH/CAO Approvals:

- **If using the UNCHANGED County agreement template, proceed with routing to Clerk of the Board.**
- **If using vendor supplied agreements, or MODIFIED County Agreement template:**
  1) Email to County Counsel's Office for vetting first (without routing slip.)
  2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

B. BOARD Items:

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

ROUTING

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB's Office.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dwardle@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

Digital Signatures Authorized: 08-11-2020; Form Revision Date: 02.20.2022

Attachment: Tuolumne - Interim Health Officer A04 - 2022 - Wsignatures - Res. #CAO 03.14.2022 (RES-2022-248 : Ratify Fourth Amendment -

AMENDMENT #4 TO
Interim Health Officer Services

This Amendment #4 ("Amendment #4") is entered into this ____ day of _____, 2022 by and between the County of Tuolumne ("County") and the County of Mariposa, a political subdivision of the State of California ("Contractor").

WHEREAS, on March 1, 2020, the County and the Contractor entered into a Professional Services Agreement ("Agreement") to provide interim Health Officer services; and

WHEREAS, on June 25, 2020, the parties amended the start date of the contract term to February 1, 2020; and

WHEREAS, on February 22, 2021, the parties amended the agreement to reflect additional costs needed for services provided by Dr. Sergienko and supporting staff; and

WHEREAS, on June 1, 2021, the parties amended the agreement to reflect additional services, compensation, and extending the term; and

WHEREAS, additional time and services are needed due to the current COVID-19 pandemic until the permanent Health Officer assumes the role; and

WHEREAS, the parties desire to amend provisions of the Agreement pertaining to the contract term.

NOW THEREFORE, THE COUNTY AND THE CONTRACTOR AGREE as follows:

1. The term of the Agreement shall be extended through April 18, 2022.

2. Except as amended herein, all other terms and conditions of the Agreement, Amendment #1, Amendment #2, and Amendment #3 shall remain in full force and effect.

[*Signatures follow on next page*]

Attachment: Tuolumne - Interim Health Officer A04 - 2022 - Wsignatures - Res. #CAO 03.14.2022 (RES-2022-248 : Ratify Fourth Amendment -

IN WITNESS WHEREOF, the parties have executed this Amendment #4 as of the date written above.

COUNTY OF TUOLUMNE	CONTRACTOR
By: Tracie Riggs County Administrative Officer	By: Jay D. Kimble, County Administrative Officer
APPROVED AS TO LEGAL FORM:	
By: Sarah Carrillo, County Counsel	By: Steven W. Dahlem, County Counsel

Attachment: Tuolumne - Interim Health Officer A04 - 2022 - Wsignatures - Res. #CAO 03.14.2022 (RES-2022-248 : Ratify Fourth Amendment -

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-425

MEETING: July 20, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Third Amendment - Agreement with County of Tuolumne for Interim Health Officer

---

RECOMMENDATION AND JUSTIFICATION:
Approve Third Amendment with County of Tuolumne to receive interim services of County of Mariposa Health Officer, increasing the total amount to a new amount not to exceed $100,000; and Authorize the Board of Supervisors Chair to sign.

In accordance with the state requirement that each county appoints a physician as its local Health Officer, the County of Mariposa Health Officer (Health Officer) currently performs professional services and duties for the County of Tuolumne through a contractual agreement and based on regulations and standards from the California Department of Public Health and Title 17 CCR.

The Health Officer reports directly to County of Tuolumne Health and Human Services Agency Director and holds the following responsibilities: assessing the communities health status, directing the local government's mandated public health protection function, and for providing public health policy leadership. Due to ongoing staff shortage, services of the Health Officer have been greater than anticipated and have resulted in the need for additional funding into the current agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors does not have a prior history with the County of Tuolumne for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Non-approval of the Amendment may pose a dangerous risk in maintaining the continuity of essential public health services and expertise for a neighboring county.

FINANCIAL IMPACT:
This agreement generates revenue to offset Dr. Sergienko's salary expense. There is no impact to the General Fund.

ATTACHMENTS:
3RD Amendment - Interim Health Office Tuolumne Co (PDF)
2nd Amendment - Interim Health TO - Wsignatures (PDF)

REF ID# 11938

Attachment: Toulmne County - 3rd Amendment - Wsignatures - Res. #2021-425 (RES-2022-248 : Ratify Fourth Amendment - Agreement with

IHO Amend 1- Tuolumne Co Wsignature (PDF)
Interim Health Office TO Agreement - Mariposa County HHSA Wsignatures (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: Toulmne County - 3rd Amendment - Wsignatures - Res. #2021-425 (RES-2022-248 : Ratify Fourth Amendment - Agreement with

RES. NO. 21-425

AMENDMENT #3 TO
Interim Health Officer Services

This Amendment #3 ("Amendment #3") is entered into this 1ST day of JUNE, 2021 by and between the County of Tuolumne ("County") and the County of Mariposa, which are political subdivisions of the State of California ("Contractor").

WHEREAS, on March 1, 2020, the County and the Contractor entered into a Professional Services Agreement ("Agreement") to provide interim Health Officer services; and

WHEREAS, on June 25, 2020, the parties amended the start date of the contract term to February 1, 2020; and

WHEREAS, on February 22, 2021, the parties amended the agreement to reflect additional costs needed for services provided by Dr. Sergienko and supporting staff; and

WHEREAS, additional time and services are needed due to the current COVID-19 pandemic; and

WHEREAS, the parties additionally desire to amend provisions of the Agreement pertaining to term and compensation.

NOW THEREFORE, THE COUNTY AND THE CONTRACTOR AGREE as follows:

1. The term of the Agreement shall be extended through February 28, 2022.

2. Section 3 Compensation of the Agreement is amended as follows:

   Contractor shall be compensated for services performed in an amount not to exceed $100,000 per fiscal year.

3. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

[*Signatures follow on next page*]

Attachment: Toulmne County - 3rd Amendment - Wsignatures - Res. #2021-425 (RES-2022-248 : Ratify Fourth Amendment - Agreement with

IN WITNESS WHEREOF, the parties have executed this Amendment #3 as of the date written above.

COUNTY OF TUOLUMNE	CONTRACTOR
By: Tracie Riggs County Administrative Officer	By: Marshall Long, Chair Mariposa County Board of Supervisors
APPROVED AS TO LEGAL FORM:	
By: Sarah Carrillo, County Counsel	By: Steven W. Dahlem, County Counsel

Attachment: Toulmne County - 3rd Amendment - Wsignatures - Res. #2021-425 (RES-2022-248 : Ratify Fourth Amendment - Agreement with

RTB 2/10/21

MEMORANDUM FOR ROUTING AGREEMENTS NOT REQUIRING BOARD APPROVAL

Please complete the following required information

Is this a digital signature request? Yes ☐ No ☑ *(If no, please provide two original copies)*

Is this agreement the standard County Form? Yes ☑ No ☐ *(If no, please answer the following question)*

Has this non-standard agreement been vetted by County Counsel? Yes ☐ No ☐ (If yes, provide approval via email) - (If no, please send to County Counsel for vetting)

To: *Danielle Bondshu or Tracy Gauthier* **Dept.:** *Clerk of the Board* **Date:** February 10, 2021

From: Beth Rose **Agreement with:** Tuolumne County Health Services

Vendor and Title of Vendor: Alex Parnell **Vendor Email:** _____
(Name of person signing with signature authority) *(Title of signee)* *(Email of signee)*

For: Interim Health Officer & Staff **Term:** 3/1/2020 - 2/28/2021
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", "Telephone Crisis Support") *(Enter beginning "to" end - Must be 1 year or less)*

Is this an Amendment to an Agreement? Yes ☑ No ☐

NOTE: If yes, please provide a copy of all prior amendments as well as the initial agreement

** Check the type of agreement being submitted below and enter the dollar amount*

Purchasing (County Code Chapter 3.08, Ordinance no. 1124):

☐ $_____ **DEPARTMENT HEADS (Asst. Purchasing Agent) -Section 3.08.050 – *Under $10,000:***
Assistant Purchasing Agents-Department Heads are authorized to obtain services, supplies and equipment; (Amount limited to what is budgeted and must be a one year, or less, contract term.) ***(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)***

☐ $50,000 **CAO (Purchasing Agent) -Section 3.08.090 – *Under $50,000:***
(Amount limited to what is budgeted and must be a one year, or less, contract term.)

Other:

☐ **Res. 05-117 and 04-346 – Indemnification Agreements**

☐ **Interdepartmental Agreements**

When using the standard UNCHANGED County agreement template:
1) Email the unsigned digital documents (agreement and new routing slip ***as one document***) to Danielle (dwardle@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for digitization and procurement of signatures.

When changes have been made to the county agreement template, or when using a non-county agreement:
2) Email to County Counsel's Office for vetting (without routing slip.)
3) Once vetted, submit to COB per Step number 1 above.

** Email completed form, agreement per above instructions to the Clerk of the Board's Office (Not to Admin)*

Revision Date: 08-20 Effective Date: 08-11-2020

Attachment: 2nd Amendment - Interim Health TO - Wsignatures (RES-2022-248 : Ratify Fourth Amendment - Agreement with County of

Attachment: 2nd Amendment - Interim Health TO - Wsignatures (RES-2022-248 : Ratify Fourth Amendment - Agreement with County of

AMENDMENT #2 TO
Interim Health Officer Services

This Amendment #2 ("Amendment #2") is entered into this 22nd day of February, 2021 by and between the County of Tuolumne ("County") and the Mariposa County Health and Human Services Agency ("Contractor").

WHEREAS, on March 1, 2020, the County and the Contractor entered into a Professional Services Agreement ("Agreement") to provide interim Health Officer services; and

WHEREAS, on June 25, 2020, the County and the Contractor entered into Amendment #1 of Agreement to amend start date of contract term to February 1, 2020

WHEREAS, Dr. Sergienko and supporting staff performed services in support of Agreement

WHEREAS, the parties desire to amend the Exhibit B – Cost Proposal to reflect additional costs.

NOW THEREFORE, THE COUNTY AND THE CONTRACTOR AGREE as follows:

1. Exhibit B shall include rates of additional support staff and a new amount not to exceed $50,000, as reflected in *Second Amendment – Exhibit B.*

2. Reference to *the Mariposa County Health and Human Services Agency* in paragraph 1 of the agreement shall be amended to *the County of Mariposa, a political subdivision of the State of California.*

3. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #2 as of the date written above.

COUNTY OF TUOLUMNE Tracie Riggs By: Tracie Riggs County Administrative Officer	CONTRACTOR By: Jay D. Kimble, County Administrative Officer
APPROVED AS TO LEGAL FORM: Sarah Carrillo By: Sarah Carrillo, County Counsel	Steven W. Dahlem By: Steven W. Dahlem, County Counsel

Exhibit B – Amendment #2
COST PROPOSAL

The total cost for this Inter-County Agreement is not to exceed $50,000 per fiscal year. The County Health Officer hourly rate is $150 per hour. Costs of this Agreement will also include travel expenses, using the current federal mileage reimbursement per mile rate. A cost of living increase becomes effective on November 5, 2020. Services performed by supporting staff will be assessed at separate rates reflecting before and after the effective date.

Deputy Director, Public Health:
November 15 forward=$61.76 per hour

Public Health Nursing Manager:
Prior to November 5 =$77.26 per hour
After November 5=$80.06 per hour

Senior Administrative Analyst:
Prior to November 5=$51.05 per hour
November 6-14=$52.58 per hour

Staff Services Analyst I:
Prior to November 5=$33.15 per hour
After November 5=$34.56 per hour

Administrative Analyst I:
Prior to November 5=$40.28 per hour
After November 5=$41.44 per hour

EH - Administrative Analyst I:
Prior to November 5=$30.43 per hour
After November 5=$31.50 per hour

Attachment: 2nd Amendment - Interim Health TO - Wsignatures (RES-2022-248 : Ratify Fourth Amendment - Agreement with County of

AMENDMENT #1 TO
Interim Health Officer Services

This Amendment #1 ("Amendment #1") is entered into this 25th day of June, 2020 by and between the County of Tuolumne ("County") and the Mariposa County Health and Human Services Agency ("Contractor").

WHEREAS, on March 1, 2020, the County and the Contractor entered into a Professional Services Agreement ("Agreement") to provide interim Health Officer services; and

WHEREAS, Dr. Sergienko performed services prior to the start of the contract term; and

WHEREAS, the parties desire to amend the start date of the contract term to account for all services provided to the County.

NOW THEREFORE, THE COUNTY AND THE CONTRACTOR AGREE as follows:

1. The term of the Agreement shall commence on February 1, 2020.

2. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of the date written above.

COUNTY OF TUOLUMNE By: Tracie Riggs County Administrative Officer	CONTRACTOR By: Jay D. Kimble, County Administrative Officer
APPROVED AS TO LEGAL FORM: By: Sarah Carrillo, County Counsel	By: Steven W. Dahlem, County Counsel

Attachment: IHO Amend 1- Tuolumne Co Wsignature (RES-2022-248 : Ratify Fourth Amendment - Agreement with County of Tuolumne for

Attachment: Interim Health Office TO Agreement - Mariposa County HHSA Wsignatures (RES-2022-248 : Ratify Fourth Amendment - Agreement

AGREEMENT FOR PROFESSIONAL SERVICES
Interim Health Officer Services

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of March, 2020, by and between the County of Tuolumne, a political subdivision of the State of California, ("County"), and the Mariposa County Health and Human Services Agency ("Contractor") for interim Health Officer services, pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date above and terminate after one year of said date. The term of this Agreement may be extended as needed by written amendment signed by both parties.

2. SERVICES

Contractor shall perform Health Officer 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 Twenty Thousand Dollars ($20,000) for each Fiscal Year. The Contractor's hourly rates are listed in Exhibit B, "Cost Proposal."

Contractor may invoice County on a monthly basis. The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

County represents that Contractor shall be covered under the County's Comprehensive General and Medical Malpractice insurance while performing professional duties for the County.

Contractor shall provide at his/her own expense and maintain at all times **Automobile Liability Insurance** with a minimum limit of liability per occurrence of $500,000 for bodily injury and $100,000 for property damage, and shall provide evidence of such insurance to the county as may be required by the Risk Manager of the County, if applicable. This insurance shall cover for bodily injury and property damage, owned automobiles, and non-owned automobiles. Contractor shall provide notice to the Risk Manager of the County by registered mail, return receipt requested, thirty (30) days prior to cancellation or material change this insurance policy.

If at any time of said policy shall be unsatisfactory to the County, as to form or substance, or if a company issuing such policy shall be unsatisfactory to the County,

the Contractor shall promptly obtain a new policy, submit the same to the Risk Manager for approval, and submit a certificate thereof as hereinabove provided. Failure of the Contractor to furnish, deliver or maintain such insurance and certificates as above provided shall be considered a material breach of this Agreement, and upon such event, this Agreement, at the election of the County, may be forthwith declared terminated. Failure of the Contractor to obtain and/or maintain any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification. The Contractor's insurance policy shall be placed with insurer(s) with acceptable Best's rating of A or with approval of the Risk Manager.

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify, defend, save, protect and hold harmless County, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "County") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse County for any expenditures, including reasonable attorney's fees, the County may make by reason of such matters and, if requested by County, shall defend any such suits at the sole cost and expense of Contractor. Contractor's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor shall not be required to indemnify County for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the County.

If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This indemnification clause shall survive the termination or expiration of this Agreement.

6. INDEPENDENT CONTRACTOR

It is understood that Contractor, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the County. Contractor shall obtain no rights to retirement benefits or other benefits which accrue to County's employees, and Contractor hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, subcontractors hired or retained by the Contractor are performing in that capacity for and on behalf of the Contractor and not the County. The County shall not be obligated in any way to pay any wage claims or other claims made against the Contractor by any such employee, agent, contractor or subcontractor, or any other person resulting from the performance of this Agreement.

Attachment: Interim Health Office TO Agreement - Mariposa County HHSA Wsignatures (RES-2022-248 : Ratify Fourth Amendment - Agreement

7. ASSIGNMENT

This Agreement is for the professional services of the Contractor and it shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of County. Any assignment without the express prior written consent of the County is VOID.

8. NOTICE

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

CONTRACTOR:
Mariposa County Health and Human Services Agency
County of Mariposa
PO Box 99
Mariposa, CA 95338
Fax: (209)966-4929

COUNTY:
Tuolumne County Health and Human Services Agency Director
County of Tuolumne
20075 Cedar Road North
Sonora, CA 95370
Fax: (209) 533-5714

9. 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.

All services performed by Contractor under this Agreement shall be in strict conformance with all applicable federal, state and/or local laws and regulations relating to confidentiality, including, but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations section 2.1 et seq.

10. NON-DISCRIMINATION

Contractor shall provide services without discrimination based on race, creed, color, ethnic or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law.

Attachment: Interim Health Office TO Agreement - Mariposa County HHSA Wsignatures (RES-2022-248 : Ratify Fourth Amendment - Agreement

11. 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.

12. 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 Health and Human Services Agency 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.

13. 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.

14. 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 ten (10) 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: Interim Health Office TO Agreement - Mariposa County HHSA Wsignatures (RES-2022-248 : Ratify Fourth Amendment - Agreement

Attachment: Interim Health Office TO Agreement - Mariposa County HHSA Wsignatures (RES-2022-248 : Ratify Fourth Amendment - Agreement

15. 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.

16. 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 Tuolumne, State of California.

17. 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.

18. 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.

19. MANDATORY AND PERMISSIVE

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

20. 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.

21. 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.

22. 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.

23. CONTROLLING LAW

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

24. 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.

25. 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.

26. 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.

27. 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.

Attachment: Interim Health Office TO Agreement - Mariposa County HHSA Wsignatures (RES-2022-248 : Ratify Fourth Amendment - Agreement

Attachment: Interim Health Office TO Agreement - Mariposa County HHSA Wsignatures (RES-2022-248 : Ratify Fourth Amendment - Agreement

28. FUNDING AVAILABILITY

It is mutually agreed that if the County budget 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 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 program, 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.

COUNTY OF TUOLUMNE	CONTRACTOR
By: Tracie Riggs, County Administrator	By: Jay D. Kimble, County Administrative Officer
APPROVED AS TO LEGAL FORM:	APPROVED AS TO LEGAL FORM:
By: Maria Sullivan, Deputy County Counsel	By: Steven W. Dahlem, County Counsel

Attachment: Interim Health Office TO Agreement - Mariposa County HHSA Wsignatures (RES-2022-248 : Ratify Fourth Amendment - Agreement

Exhibit A
SCOPE OF WORK

I. Each county in California is required by State law to appoint a physician as its local Health Officer. The Health Officer is appointed by the Board of Supervisors, and by state statute has responsibility for enforcing local health orders and ordinances, regulations prescribed by the California Department of Health Care Services (DHCS), California Department of Public Health (CDPH), and state statutes relating to public health. Applicable statutes and regulations include, but are not limited to the public health statutes listed in the California Health and Safety Code (HSC) and California Code of Regulations (CCR). All legally appointed Health Officers are members of the California Conference of Local Health Officers (CCLHO), which reviews and approves some of the regulations that CDPH promulgates. Regulations enacted by the CDPH prescribe minimum standards for local health departments to observe. Those standards are set forth in Title 17 CCR § 1276. In addition to the duties established by State statutes, the Health Officer is also responsible for providing public health leadership for the community, for informing the Board of Supervisors on community health, and acting as the point of contact for community leaders to provide expert advice and opinion on medical and public health issues. He/she is responsible for: assessing the communities' health status, directing the local government's mandated public health protection function, and for providing public health policy leadership. The Health Officer must also legally respond to public health emergencies. The outlined tasks of the Tuolumne County Health Officer require consistent and timely availability for professional consultation, policy formulation, and knowledgeable decision making. The Contractor will provide local Health Officer duties for the County of Tuolumne.

II. In performance of all local Health Officer duties, the Contractor will report to the Health and Human Services Agency Director.

III. Contractor will provide Health Officer services for an average of eight hours a week, either by phone or in person.

When it is necessary for Contractor to perform services out of County, Contractor must obtain pre-approval by the Health and Human Services Agency/designee.

IV. The Contractor will provide administrative and non-administrative local Health Officer services.

V. The Health Officer provides 10 essential functions:

1. Monitor community health status to identify community health problems
2. Diagnose and investigate health problems and health hazards in the community
3. Inform, educate and empower the community regarding health issues
4. Mobilize community partnerships to identify and address health problems

5. Develop policies and plans that support individual and community health efforts
6. Enforce laws and regulations that protect health and ensure safety
7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable
8. Assure a competent public health and personal healthcare workforce
9. Evaluate the effectiveness, accessibility, and quality of personal and population-based health services
10. Research for new insights and innovative solutions to health problems

VI. Primary duties for those functions fall into the following administrative and non-administrative functions, including but not limited to:

1. Representation of the Public Health Department at various local health-oriented activities
2. Participation in administrative meetings, as requested by the Health and Human Services Agency Director
3. Participation in statewide Health Officer activities
4. Provision of consultation and assistance with local regulation development as necessary
5. Communicable Disease detection, assessments and consultations
6. Health Emergency Preparedness protocol development and application
7. Health Emergency Response exercise participation
8. Educational programs for the public and schools regarding health issues
9. Consultations on health topics for local agencies
10. Tuolumne County Jail/Mother Lode Regional Juvenile Detention Center medical and dental care oversight, quality assurance, and Title 15 inspections
11. Epidemiological investigations, monitoring and assessments
12. Vector control participation
13. Hazardous Material Committee participation
14. Death Certificate review
15. Duties assigned by Tuolumne County Ordinance Code for oversight of environmental health hazards
16. Public Health considerations of sewage management
17. Ultimate responsibility of the declaration of a Public Health Emergency
18. Performance of clinical services, including chart reviews and examinations of complex clinical cases
19. Provide medical license for local public health screening functions, as well as the provision of medical supervision and direction for those activities
20. Approval of all prescriptions dispensed by the Public Health Department
21. Supervision of nursing staff and senior mid-level practitioner in the provision of clinical services
22. Coordination with the local medical community and the Tuolumne County Medical Society to provide information and leadership on medical issues related to public health

Attachment: Interim Health Office TO Agreement - Mariposa County HHSA Wsignatures (RES-2022-248 : Ratify Fourth Amendment - Agreement

23. Provision of consultation and/or leadership for public health oriented grant projects
24. Performance of Medical Health Operational Area Coordinator duties
25. Oversight of the direct clinical services in areas such as child health, immunization, sexually transmitted disease, and family planning
26. Consultation with other Tuolumne County community agencies (e.g. Ag Commissioner, Animal Control, local hospital, and law enforcement) regarding medical and public health matters, including TB cases
27. Time study activities when on site
28. Coordination of public health messages with the county public information officer
29. Serve as a primary spokesperson on behalf of the Public Health Department for media-related representation
30. After-hours on-call response for health-related emergencies (County will provide a cell phone for this purpose)

Attachment: Interim Health Office TO Agreement - Mariposa County HHSA Wsignatures (RES-2022-248 : Ratify Fourth Amendment - Agreement

Exhibit B
COST PROPOSAL

The total cost for this Inter-County Agreement is not to exceed $20,000 per fiscal year. The County Health Officer hourly rate is $150 per hour. Costs of this Agreement will also include travel expenses, using the current federal mileage reimbursement per mile rate.

Attachment: Interim Health Office TO Agreement - Mariposa County HHSA Wsignatures (RES-2022-248 : Ratify Fourth Amendment - Agreement

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-249

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Fifth Amendment - Agreement with County of Tuolumne for Interim Health Officer

---

RECOMMENDATION AND JUSTIFICATION:
Approve Fifth Amendment to Agreement with the County of Tuolumne to Receive Interim Services of County of Mariposa Health Officer Increasing Compensation for a New Amount Not to Exceed $60,000, and Extend the Term to February 1,2023; and Authorize the Board of Supervisors Chair to Sign.

In accordance with the state requirement that each county appoints a physician as its local Health Officer, the County of Mariposa Health Officer (Health Officer) currently performs professional services and duties for the County of Tuolumne through a contractual agreement and based on regulations and standards from the California Department of Public Health and Title 17 CCR.

The Health Officer reports directly to County of Tuolumne Health and Human Services Agency Director and holds the following responsibilities: assessing the communities health status, directing the local government's mandated public health protection function, and for providing public health policy leadership. Due to ongoing staff shortage, services of the Health Officer have been greater than anticipated and have resulted in the need for an extension in the term of the current agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors authorized Third Amendment to MOU with County of Tuolomne on July 20, 2021 through Resolution No. 2021-425.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Non-approval of the Amendment may pose a dangerous risk in maintaining the continuity of essential public health services and expertise for a neighboring county.

FINANCIAL IMPACT:
This agreement generates revenue to offset Dr. Sergienko's salary expense. There is no impact to the General Fund.

ATTACHMENTS:

Tuolumne - Interim Health Officer A04 - 2022 - Wsignatures - Res. #CAO 03.14.2022 (PDF)
Toulmne County - 3rd Amendment - Wsignatures - Res. #2021-425 (PDF)
2nd Amendment - Interim Health TO - Wsignatures (PDF)
IHO Amend 1- Tuolumne Co Wsignature (PDF)
Interim Health Office TO Agreement - Mariposa County HHSA Wsignatures (PDF)
A05 Interim Health Office Agreement -Mariposa County HHSA v3 (PDF)

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

AGREEMENT ROUTING SHEET

To: *Danielle Bondshu or Tracy Gauthier* Dept.: *Clerk of the Board* Date: March 3, 2022

From: Beth Rose Agreement with: Tuolumne County Health Services

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1. fields.)*

1) **Is this a digital signature request?** Yes ☐ No ☒ *(If No, please provide two original copies signed by vendor.)*

2) **Is this the standard County Agreement Form?** Yes ☐ No ☒ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel (if NOT going to the Board)?

Yes ☒ No ☐

(If Yes, provide approval to COB via email. If No, see instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.**)

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2. fields.)*

Vendor Signator & Title: Tracy Riggs, CAO *(Name of person signing the agreement, and their title)*

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

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

Term: 2/1/2020 - 4/18/2022 *(Enter beginning "to" end. **Must be 1 year or less for DH or CAO agreements**.*

Is this an Amendment to an Agreement? Yes ☒ No ☐

(If Yes, attach copies of all prior amendments, *AS WELL* as the initial agreement.)

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3. field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

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

☐ $_____ **DEPARTMENT HEADS, Under $10,000** (MCC Section 3.08.050):
(Purchasing Agent's approval required to purchase or lease real property or storage space.)

☒ $+100,000 **CAO as Purchasing Agent, Under $50,000** (MCC Section 3.08.090):

Section 4: OTHER AUTHORIZATION *(Complete the appropriate Section 4. field.)*

☐ **CODE COMPLIANCE AGREEMENTS (Signature Authority Policy (SAP) 5.2.1.3)** $_____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES (SAP 5.2.1.4)** $_____

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

☐ **INTRA-AGENCY AGREEMENTS & MOUs (SAP 5.2.1.2)** $_____

DIGITAL SIGNATURE INSTRUCTIONS

A. DH/CAO Approvals:

- **If using the UNCHANGED County agreement template, proceed with routing to Clerk of the Board.**
- **If using vendor supplied agreements, or MODIFIED County Agreement template:**
  1) Email to County Counsel's Office for vetting first (without routing slip.)
  2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

B. BOARD Items:

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

ROUTING

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB's Office.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dwardle@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

Digital Signatures Authorized: 08-11-2020; Form Revision Date: 02-20-2022

Attachment: Tuolumne - Interim Health Officer A04 - 2022 - Wsignatures - Res. #CAO 03.14.2022 (RES-2022-249 : Fifth Amendment - Agreement

Attachment: Tuolumne - Interim Health Officer A04 - 2022 - Wsignatures - Res. #CAO 03.14.2022 (RES-2022-249 : Fifth Amendment - Agreement

AMENDMENT #4 TO
Interim Health Officer Services

This Amendment #4 ("Amendment #4") is entered into this ____ day of _____, 2022 by and between the County of Tuolumne ("County") and the County of Mariposa, a political subdivision of the State of California ("Contractor").

WHEREAS, on March 1, 2020, the County and the Contractor entered into a Professional Services Agreement ("Agreement") to provide interim Health Officer services; and

WHEREAS, on June 25, 2020, the parties amended the start date of the contract term to February 1, 2020; and

WHEREAS, on February 22, 2021, the parties amended the agreement to reflect additional costs needed for services provided by Dr. Sergienko and supporting staff; and

WHEREAS, on June 1, 2021, the parties amended the agreement to reflect additional services, compensation, and extending the term; and

WHEREAS, additional time and services are needed due to the current COVID-19 pandemic until the permanent Health Officer assumes the role; and

WHEREAS, the parties desire to amend provisions of the Agreement pertaining to the contract term.

NOW THEREFORE, THE COUNTY AND THE CONTRACTOR AGREE as follows:

1. The term of the Agreement shall be extended through April 18, 2022.

2. Except as amended herein, all other terms and conditions of the Agreement, Amendment #1, Amendment #2, and Amendment #3 shall remain in full force and effect.

[*Signatures follow on next page*]

IN WITNESS WHEREOF, the parties have executed this Amendment #4 as of the date written above.

COUNTY OF TUOLUMNE	CONTRACTOR
For By: Tracie Riggs County Administrative Officer	By: Jay D. Kimble, County Administrative Officer
APPROVED AS TO LEGAL FORM: By: Sarah Carrillo, County Counsel	By: Steven W. Dahlem, County Counsel

Attachment: Tuolumne - Interim Health Officer A04 - 2022 - Wsignatures - Res. #CAO 03.14.2022 (RES-2022-249 : Fifth Amendment - Agreement

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-425

MEETING: July 20, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Third Amendment - Agreement with County of Tuolumne for Interim Health Officer

---

RECOMMENDATION AND JUSTIFICATION:
Approve Third Amendment with County of Tuolumne to receive interim services of County of Mariposa Health Officer, increasing the total amount to a new amount not to exceed $100,000; and Authorize the Board of Supervisors Chair to sign.

In accordance with the state requirement that each county appoints a physician as its local Health Officer, the County of Mariposa Health Officer (Health Officer) currently performs professional services and duties for the County of Tuolumne through a contractual agreement and based on regulations and standards from the California Department of Public Health and Title 17 CCR.

The Health Officer reports directly to County of Tuolumne Health and Human Services Agency Director and holds the following responsibilities: assessing the communities health status, directing the local government's mandated public health protection function, and for providing public health policy leadership. Due to ongoing staff shortage, services of the Health Officer have been greater than anticipated and have resulted in the need for additional funding into the current agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors does not have a prior history with the County of Tuolumne for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Non-approval of the Amendment may pose a dangerous risk in maintaining the continuity of essential public health services and expertise for a neighboring county.

FINANCIAL IMPACT:
This agreement generates revenue to offset Dr. Sergienko's salary expense. There is no impact to the General Fund.

ATTACHMENTS:
3RD Amendment - Interim Health Office Tuolumne Co (PDF)
2nd Amendment - Interim Health TO - Wsignatures (PDF)

REF ID# 11938

Attachment: Toulmne County - 3rd Amendment - Wsignatures - Res. #2021-425 (RES-2022-249 : Fifth Amendment - Agreement with County of

IHO Amend 1- Tuolumne Co Wsignature (PDF)
Interim Health Office TO Agreement - Mariposa County HHSA Wsignatures (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: Toulmne County - 3rd Amendment - Wsignatures - Res. #2021-425 (RES-2022-249 : Fifth Amendment - Agreement with County of

RES. NO. 21-425

AMENDMENT #3 TO
Interim Health Officer Services

This Amendment #3 ("Amendment #3") is entered into this 1ST day of JUNE, 2021 by and between the County of Tuolumne ("County") and the County of Mariposa, which are political subdivisions of the State of California ("Contractor").

WHEREAS, on March 1, 2020, the County and the Contractor entered into a Professional Services Agreement ("Agreement") to provide interim Health Officer services; and

WHEREAS, on June 25, 2020, the parties amended the start date of the contract term to February 1, 2020; and

WHEREAS, on February 22, 2021, the parties amended the agreement to reflect additional costs needed for services provided by Dr. Sergienko and supporting staff; and

WHEREAS, additional time and services are needed due to the current COVID-19 pandemic; and

WHEREAS, the parties additionally desire to amend provisions of the Agreement pertaining to term and compensation.

NOW THEREFORE, THE COUNTY AND THE CONTRACTOR AGREE as follows:

1. The term of the Agreement shall be extended through February 28, 2022.

2. Section 3 Compensation of the Agreement is amended as follows:

   Contractor shall be compensated for services performed in an amount not to exceed $100,000 per fiscal year.

3. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

[*Signatures follow on next page*]

Attachment: Toulmne County - 3rd Amendment - Wsignatures - Res. #2021-425 (RES-2022-249 : Fifth Amendment - Agreement with County of

IN WITNESS WHEREOF, the parties have executed this Amendment #3 as of the date written above.

COUNTY OF TUOLUMNE	CONTRACTOR
By: Tracie Riggs County Administrative Officer	By: Marshall Long, Chair Mariposa County Board of Supervisors
APPROVED AS TO LEGAL FORM:	
By: Sarah Carrillo, County Counsel	By: Steven W. Dahlem, County Counsel

Attachment: Toulmne County - 3rd Amendment - Wsignatures - Res. #2021-425 (RES-2022-249 : Fifth Amendment - Agreement with County of

RTB 2/10/21

MEMORANDUM FOR ROUTING AGREEMENTS NOT REQUIRING BOARD APPROVAL

Please complete the following required information

Is this a digital signature request? Yes ☐ No ☑ *(If no, please provide two original copies)*

Is this agreement the standard County Form? Yes ☑ No ☐ *(If no, please answer the following question)*

Has this non-standard agreement been vetted by County Counsel? Yes ☐ No ☐ (If yes, provide approval via email) - (If no, please send to County Counsel for vetting)

To: *Danielle Bondshu or Tracy Gauthier* **Dept.:** *Clerk of the Board* **Date:** February 10, 2021

From: Beth Rose **Agreement with:** Tuolumne County Health Services

Vendor and Title of Vendor: Alex Parnell **Vendor Email:** _____
(Name of person signing with signature authority) *(Title of signee)* *(Email of signee)*

For: Interim Health Officer & Staff **Term:** 3/1/2020 - 2/28/2021
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", "Telephone Crisis Support") *(Enter beginning "to" end - Must be 1 year or less)*

Is this an Amendment to an Agreement? Yes ☑ No ☐

NOTE: If yes, please provide a copy of all prior amendments as well as the initial agreement

** Check the type of agreement being submitted below and enter the dollar amount*

Purchasing (County Code Chapter 3.08, Ordinance no. 1124):

☐ $_____ **DEPARTMENT HEADS (Asst. Purchasing Agent) -Section 3.08.050 – *Under $10,000:***
Assistant Purchasing Agents-Department Heads are authorized to obtain services, supplies and equipment; (Amount limited to what is budgeted and must be a one year, or less, contract term.) ***(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)***

☐ $50,000 **CAO (Purchasing Agent) -Section 3.08.090 – *Under $50,000:***
(Amount limited to what is budgeted and must be a one year, or less, contract term.)

Other:

☐ **Res. 05-117 and 04-346 – Indemnification Agreements**

☐ **Interdepartmental Agreements**

When using the standard UNCHANGED County agreement template:
1) Email the unsigned digital documents (agreement and new routing slip ***as one document***) to Danielle (dwardle@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for digitization and procurement of signatures.

When changes have been made to the county agreement template, or when using a non-county agreement:
2) Email to County Counsel's Office for vetting (without routing slip.)
3) Once vetted, submit to COB per Step number 1 above.

** Email completed form, agreement per above instructions to the Clerk of the Board's Office (Not to Admin)*

Revision Date: 08-20 Effective Date: 08-11-2020

Attachment: 2nd Amendment - Interim Health TO - Wsignatures (RES-2022-249 : Fifth Amendment - Agreement with County of Tuolumne for

AMENDMENT #2 TO
Interim Health Officer Services

This Amendment #2 ("Amendment #2") is entered into this 22nd day of February, 2021 by and between the County of Tuolumne ("County") and the Mariposa County Health and Human Services Agency ("Contractor").

WHEREAS, on March 1, 2020, the County and the Contractor entered into a Professional Services Agreement ("Agreement") to provide interim Health Officer services; and

WHEREAS, on June 25, 2020, the County and the Contractor entered into Amendment #1 of Agreement to amend start date of contract term to February 1, 2020

WHEREAS, Dr. Sergienko and supporting staff performed services in support of Agreement

WHEREAS, the parties desire to amend the Exhibit B – Cost Proposal to reflect additional costs.

NOW THEREFORE, THE COUNTY AND THE CONTRACTOR AGREE as follows:

1. Exhibit B shall include rates of additional support staff and a new amount not to exceed $50,000, as reflected in *Second Amendment – Exhibit B.*

2. Reference to *the Mariposa County Health and Human Services Agency* in paragraph 1 of the agreement shall be amended to *the County of Mariposa, a political subdivision of the State of California.*

3. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #2 as of the date written above.

COUNTY OF TUOLUMNE Tracie Riggs By: Tracie Riggs County Administrative Officer	CONTRACTOR By: Jay D. Kimble, County Administrative Officer
APPROVED AS TO LEGAL FORM: Sarah Carrillo By: Sarah Carrillo, County Counsel	Steven W. Dahlem By: Steven W. Dahlem, County Counsel

Attachment: 2nd Amendment - Interim Health TO - Wsignatures (RES-2022-249 : Fifth Amendment - Agreement with County of Tuolumne for

Exhibit B – Amendment #2
COST PROPOSAL

The total cost for this Inter-County Agreement is not to exceed $50,000 per fiscal year. The County Health Officer hourly rate is $150 per hour. Costs of this Agreement will also include travel expenses, using the current federal mileage reimbursement per mile rate. A cost of living increase becomes effective on November 5, 2020. Services performed by supporting staff will be assessed at separate rates reflecting before and after the effective date.

Deputy Director, Public Health:
November 15 forward=$61.76 per hour

Public Health Nursing Manager:
Prior to November 5 =$77.26 per hour
After November 5=$80.06 per hour

Senior Administrative Analyst:
Prior to November 5=$51.05 per hour
November 6-14=$52.58 per hour

Staff Services Analyst I:
Prior to November 5=$33.15 per hour
After November 5=$34.56 per hour

Administrative Analyst I:
Prior to November 5=$40.28 per hour
After November 5=$41.44 per hour

EH - Administrative Analyst I:
Prior to November 5=$30.43 per hour
After November 5=$31.50 per hour

Attachment: 2nd Amendment - Interim Health TO - Wsignatures (RES-2022-249 : Fifth Amendment - Agreement with County of Tuolumne for

Attachment: IHO Amend 1- Tuolumne Co Wsignature (RES-2022-249 : Fifth Amendment - Agreement with County of Tuolumne for Interim

AMENDMENT #1 TO
Interim Health Officer Services

This Amendment #1 ("Amendment #1") is entered into this 25th day of June, 2020 by and between the County of Tuolumne ("County") and the Mariposa County Health and Human Services Agency ("Contractor").

WHEREAS, on March 1, 2020, the County and the Contractor entered into a Professional Services Agreement ("Agreement") to provide interim Health Officer services; and

WHEREAS, Dr. Sergienko performed services prior to the start of the contract term; and

WHEREAS, the parties desire to amend the start date of the contract term to account for all services provided to the County.

NOW THEREFORE, THE COUNTY AND THE CONTRACTOR AGREE as follows:

1. The term of the Agreement shall commence on February 1, 2020.

2. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of the date written above.

COUNTY OF TUOLUMNE	CONTRACTOR
By: Tracie Riggs County Administrative Officer	By: Jay D. Kimble, County Administrative Officer
APPROVED AS TO LEGAL FORM:	
By: Sarah Carrillo, County Counsel	By: Steven W. Dahlem, County Counsel

Attachment: Interim Health Office TO Agreement - Mariposa County HHSA Wsignatures (RES-2022-249 : Fifth Amendment - Agreement with

AGREEMENT FOR PROFESSIONAL SERVICES
Interim Health Officer Services

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of March, 2020, by and between the County of Tuolumne, a political subdivision of the State of California, ("County"), and the Mariposa County Health and Human Services Agency ("Contractor") for interim Health Officer services, pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date above and terminate after one year of said date. The term of this Agreement may be extended as needed by written amendment signed by both parties.

2. SERVICES

Contractor shall perform Health Officer 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 Twenty Thousand Dollars ($20,000) for each Fiscal Year. The Contractor's hourly rates are listed in Exhibit B, "Cost Proposal."

Contractor may invoice County on a monthly basis. The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

County represents that Contractor shall be covered under the County's Comprehensive General and Medical Malpractice insurance while performing professional duties for the County.

Contractor shall provide at his/her own expense and maintain at all times **Automobile Liability Insurance** with a minimum limit of liability per occurrence of $500,000 for bodily injury and $100,000 for property damage, and shall provide evidence of such insurance to the county as may be required by the Risk Manager of the County, if applicable. This insurance shall cover for bodily injury and property damage, owned automobiles, and non-owned automobiles. Contractor shall provide notice to the Risk Manager of the County by registered mail, return receipt requested, thirty (30) days prior to cancellation or material change this insurance policy.

If at any time of said policy shall be unsatisfactory to the County, as to form or substance, or if a company issuing such policy shall be unsatisfactory to the County,

the Contractor shall promptly obtain a new policy, submit the same to the Risk Manager for approval, and submit a certificate thereof as hereinabove provided. Failure of the Contractor to furnish, deliver or maintain such insurance and certificates as above provided shall be considered a material breach of this Agreement, and upon such event, this Agreement, at the election of the County, may be forthwith declared terminated. Failure of the Contractor to obtain and/or maintain any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification. The Contractor's insurance policy shall be placed with insurer(s) with acceptable Best's rating of A or with approval of the Risk Manager.

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall indemnify, defend, save, protect and hold harmless County, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "County") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to and reimburse County for any expenditures, including reasonable attorney's fees, the County may make by reason of such matters and, if requested by County, shall defend any such suits at the sole cost and expense of Contractor. Contractor's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor shall not be required to indemnify County for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the County.

If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This indemnification clause shall survive the termination or expiration of this Agreement.

6. INDEPENDENT CONTRACTOR

It is understood that Contractor, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the County. Contractor shall obtain no rights to retirement benefits or other benefits which accrue to County's employees, and Contractor hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors, subcontractors hired or retained by the Contractor are performing in that capacity for and on behalf of the Contractor and not the County. The County shall not be obligated in any way to pay any wage claims or other claims made against the Contractor by any such employee, agent, contractor or subcontractor, or any other person resulting from the performance of this Agreement.

Attachment: Interim Health Office TO Agreement - Mariposa County HHSA Wsignatures (RES-2022-249 : Fifth Amendment - Agreement with

7. ASSIGNMENT

This Agreement is for the professional services of the Contractor and it shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of County. Any assignment without the express prior written consent of the County is VOID.

8. NOTICE

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

CONTRACTOR:
Mariposa County Health and Human Services Agency
County of Mariposa
PO Box 99
Mariposa, CA 95338
Fax: (209)966-4929

COUNTY:
Tuolumne County Health and Human Services Agency Director
County of Tuolumne
20075 Cedar Road North
Sonora, CA 95370
Fax: (209) 533-5714

9. 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.

All services performed by Contractor under this Agreement shall be in strict conformance with all applicable federal, state and/or local laws and regulations relating to confidentiality, including, but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations section 2.1 et seq.

10. NON-DISCRIMINATION

Contractor shall provide services without discrimination based on race, creed, color, ethnic or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law.

Attachment: Interim Health Office TO Agreement - Mariposa County HHSA Wsignatures (RES-2022-249 : Fifth Amendment - Agreement with

11. 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.

12. 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 Health and Human Services Agency 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.

13. 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.

14. 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 ten (10) 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: Interim Health Office TO Agreement - Mariposa County HHSA Wsignatures (RES-2022-249 : Fifth Amendment - Agreement with

Attachment: Interim Health Office TO Agreement - Mariposa County HHSA Wsignatures (RES-2022-249 : Fifth Amendment - Agreement with

15. 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.

16. 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 Tuolumne, State of California.

17. 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.

18. 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.

19. MANDATORY AND PERMISSIVE

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

20. 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.

21. 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.

22. 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.

23. CONTROLLING LAW

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

24. 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.

25. 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.

26. 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.

27. 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.

Attachment: Interim Health Office TO Agreement - Mariposa County HHSA Wsignatures (RES-2022-249 : Fifth Amendment - Agreement with

28. FUNDING AVAILABILITY

It is mutually agreed that if the County budget 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 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 program, 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.

COUNTY OF TUOLUMNE	CONTRACTOR
By: Tracie Riggs, County Administrator	By: Jay D. Kimble, County Administrative Officer
APPROVED AS TO LEGAL FORM:	APPROVED AS TO LEGAL FORM:
By: Maria Sullivan, Deputy County Counsel	By: Steven W. Dahlem, County Counsel

Attachment: Interim Health Office TO Agreement - Mariposa County HHSA Wsignatures (RES-2022-249 : Fifth Amendment - Agreement with

Attachment: Interim Health Office TO Agreement - Mariposa County HHSA Wsignatures (RES-2022-249 : Fifth Amendment - Agreement with

Exhibit A
SCOPE OF WORK

I. Each county in California is required by State law to appoint a physician as its local Health Officer. The Health Officer is appointed by the Board of Supervisors, and by state statute has responsibility for enforcing local health orders and ordinances, regulations prescribed by the California Department of Health Care Services (DHCS), California Department of Public Health (CDPH), and state statutes relating to public health. Applicable statutes and regulations include, but are not limited to the public health statutes listed in the California Health and Safety Code (HSC) and California Code of Regulations (CCR). All legally appointed Health Officers are members of the California Conference of Local Health Officers (CCLHO), which reviews and approves some of the regulations that CDPH promulgates. Regulations enacted by the CDPH prescribe minimum standards for local health departments to observe. Those standards are set forth in Title 17 CCR § 1276. In addition to the duties established by State statutes, the Health Officer is also responsible for providing public health leadership for the community, for informing the Board of Supervisors on community health, and acting as the point of contact for community leaders to provide expert advice and opinion on medical and public health issues. He/she is responsible for: assessing the communities' health status, directing the local government's mandated public health protection function, and for providing public health policy leadership. The Health Officer must also legally respond to public health emergencies. The outlined tasks of the Tuolumne County Health Officer require consistent and timely availability for professional consultation, policy formulation, and knowledgeable decision making. The Contractor will provide local Health Officer duties for the County of Tuolumne.

II. In performance of all local Health Officer duties, the Contractor will report to the Health and Human Services Agency Director.

III. Contractor will provide Health Officer services for an average of eight hours a week, either by phone or in person.

When it is necessary for Contractor to perform services out of County, Contractor must obtain pre-approval by the Health and Human Services Agency/designee.

IV. The Contractor will provide administrative and non-administrative local Health Officer services.

V. The Health Officer provides 10 essential functions:

1. Monitor community health status to identify community health problems
2. Diagnose and investigate health problems and health hazards in the community
3. Inform, educate and empower the community regarding health issues
4. Mobilize community partnerships to identify and address health problems

5. Develop policies and plans that support individual and community health efforts
6. Enforce laws and regulations that protect health and ensure safety
7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable
8. Assure a competent public health and personal healthcare workforce
9. Evaluate the effectiveness, accessibility, and quality of personal and population-based health services
10. Research for new insights and innovative solutions to health problems

VI. Primary duties for those functions fall into the following administrative and non-administrative functions, including but not limited to:

1. Representation of the Public Health Department at various local health-oriented activities
2. Participation in administrative meetings, as requested by the Health and Human Services Agency Director
3. Participation in statewide Health Officer activities
4. Provision of consultation and assistance with local regulation development as necessary
5. Communicable Disease detection, assessments and consultations
6. Health Emergency Preparedness protocol development and application
7. Health Emergency Response exercise participation
8. Educational programs for the public and schools regarding health issues
9. Consultations on health topics for local agencies
10. Tuolumne County Jail/Mother Lode Regional Juvenile Detention Center medical and dental care oversight, quality assurance, and Title 15 inspections
11. Epidemiological investigations, monitoring and assessments
12. Vector control participation
13. Hazardous Material Committee participation
14. Death Certificate review
15. Duties assigned by Tuolumne County Ordinance Code for oversight of environmental health hazards
16. Public Health considerations of sewage management
17. Ultimate responsibility of the declaration of a Public Health Emergency
18. Performance of clinical services, including chart reviews and examinations of complex clinical cases
19. Provide medical license for local public health screening functions, as well as the provision of medical supervision and direction for those activities
20. Approval of all prescriptions dispensed by the Public Health Department
21. Supervision of nursing staff and senior mid-level practitioner in the provision of clinical services
22. Coordination with the local medical community and the Tuolumne County Medical Society to provide information and leadership on medical issues related to public health

Attachment: Interim Health Office TO Agreement - Mariposa County HHSA Wsignatures (RES-2022-249 : Fifth Amendment - Agreement with

23. Provision of consultation and/or leadership for public health oriented grant projects
24. Performance of Medical Health Operational Area Coordinator duties
25. Oversight of the direct clinical services in areas such as child health, immunization, sexually transmitted disease, and family planning
26. Consultation with other Tuolumne County community agencies (e.g. Ag Commissioner, Animal Control, local hospital, and law enforcement) regarding medical and public health matters, including TB cases
27. Time study activities when on site
28. Coordination of public health messages with the county public information officer
29. Serve as a primary spokesperson on behalf of the Public Health Department for media-related representation
30. After-hours on-call response for health-related emergencies (County will provide a cell phone for this purpose)

Attachment: Interim Health Office TO Agreement - Mariposa County HHSA Wsignatures (RES-2022-249 : Fifth Amendment - Agreement with

Exhibit B
COST PROPOSAL

The total cost for this Inter-County Agreement is not to exceed $20,000 per fiscal year. The County Health Officer hourly rate is $150 per hour. Costs of this Agreement will also include travel expenses, using the current federal mileage reimbursement per mile rate.

Last revised: 3/27/15

Attachment: Interim Health Office TO Agreement - Mariposa County HHSA Wsignatures (RES-2022-249 : Fifth Amendment - Agreement with

Attachment: A05 Interim Health Office Agreement -Mariposa County HHSA v3 (RES-2022-249 : Fifth Amendment - Agreement with County of

AMENDMENT #5 TO
Interim Health Officer Services

This Amendment #5 ("Amendment #5") is entered into this ____ day of _____, 2022 by and between the County of Tuolumne ("County") and the County of Mariposa, a political subdivision of the State of California ("Contractor").

WHEREAS, on March 1, 2020, the County and the Contractor entered into a Professional Services Agreement ("Agreement") to provide interim Health Officer services; and

WHEREAS, on June 25, 2020, the parties amended the start date of the contract term to February 1, 2020; and

WHEREAS, on February 22, 2021, the parties amended the agreement to reflect additional costs needed for services provided by Dr. Sergienko and supporting staff; and

WHEREAS, on June 1, 2021, the parties amended the agreement to reflect additional services, compensation, and extending the term; and

WHEREAS, on March 14, 2022 the parties amended the agreement to extend the term until the permanent Health Officer assumes the role; and

WHEREAS, transitional Health Officer support services are needed to assist the permanent Health Officer in the role; and

WHEREAS, the parties desire to amend provisions of the Agreement pertaining to the contract term, services, and compensation.

NOW THEREFORE, THE COUNTY AND THE CONTRACTOR AGREE as follows:

1. The term of the Agreement shall be extended through February 1, 2023.

2. Section 3 Compensation of the Agreement is amended as follows:

   Contractor shall be compensated for services performed in an amount not to exceed $60,000 for the term of the agreement.

3. Exhibit A Scope of Work is replaced with Exhibit A-1.

4. Exhibit B – Amendment #2 is replaced with Exhibit B – Amendment #5.

5. Exhibit C – Health Officer Job Description is added to the Agreement to reference examples of Health Officer duties that may require guidance from the Contractor.

6. Except as amended herein, all other terms and conditions of the Agreement, Amendment #1, Amendment #2, Amendment #3, and Amendment #4 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #5 as of the date written above.

COUNTY OF TUOLUMNE	CONTRACTOR
By: Tracie Riggs County Administrative Officer	By: Rosemarie Smallcombe, Chair Mariposa County Board of Supervisors
APPROVED AS TO LEGAL FORM:	
By: Sarah Carrillo, County Counsel	By: Steven W. Dahlem, County Counsel

Attachment: A05 Interim Health Office Agreement -Mariposa County HHSA v3 (RES-2022-249 : Fifth Amendment - Agreement with County of

Exhibit A-1
SCOPE OF WORK

Contractor shall provide support, guidance, and assistance to the permanent Health Officer. See Exhibit C – Health Officer Job Description for permanent Health Officer tasks that may require such aid.

Attachment: A05 Interim Health Office Agreement -Mariposa County HHSA v3 (RES-2022-249 : Fifth Amendment - Agreement with County of

Exhibit B – Amendment #5
COST PROPOSAL

The total cost for this Inter-County Agreement is not to exceed $60,000 for the term of the agreement. The County Health Officer hour rate is $150 per hour. Costs of this Agreement will also include travel expenses, using the current federal mileage reimbursement per mile rate.

Attachment: A05 Interim Health Office Agreement -Mariposa County HHSA v3 (RES-2022-249 : Fifth Amendment - Agreement with County of

Attachment: A05 Interim Health Office Agreement -Mariposa County HHSA v3 (RES-2022-249 : Fifth Amendment - Agreement with County of

Exhibit C
HEALTH OFFICER JOB DESCRIPTION

December2021
FLSA: Exempt
Unit: Executive-Confidential

PUBLIC HEALTH OFFICER/DIRECTOR OF EMERGENCY MEDICAL SERVICES

DEFINITION

Under general administrative direction of the Health and Human Services Agency Director, plans, organizes, directs and coordinates the Health Department and Emergency Medical Services programs and services; enforces local health orders and ordinances pertaining to protection of public health; assesses the community health status; advises the Director and Board of Supervisors on community health issues; coordinates assigned activities with other County departments and outside agencies; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Health and Human Services Agency Director. Exercises general direction and supervision over assigned supervisory, technical, and administrative support staff.

CLASS CHARACTERISTICS

The Public Health Officer/Director of Emergency Medical Services is a single-incumbent classification that is responsible for public health and emergency medical services policy development and community health planning. Responsibilities include performing diverse, specialized, and complex work involving significant accountability and decision-making. The incumbent provides overall direction and guidance related to public health matters and is responsible for the activities and services of the Health Department, including providing a variety of health services and programs including communicable disease control; vital statistics; immunizations, child health services; family planning; community public health services; emergency medical services; and health education. The incumbent serves at the pleasure of the Board of Supervisors as the appointing authority and is accountable for accomplishing departmental goals and objectives and for furthering County goals and objectives.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans, organizes, manages, and administers uniform standards of public health and emergency medical services programs, operations, and functions. Serves as the Medical Director of the Tuolumne County EMS Agency, and maintains the requisite qualifications as set forth in Health & Safety Code §§ 1797, et seq. (See § 1797.202.)
- Provide technical medical expertise to and on behalf of the Tuolumne County Emergency EMS Agency, and ensure that the policies, decisions, and activities of the EMS Agency are medically sound.

Attachment: A05 Interim Health Office Agreement -Mariposa County HHSA v3 (RES-2022-249 : Fifth Amendment - Agreement with County of

- Participates in the development and implementation of goals, objectives, policies, and priorities for assigned areas; recommends intra-departmental policy, appropriate service and staffing levels; recommends and administers policies and procedures.
- Assists and participates in the development and administration of the annual budget; directs the forecast of additional funds needed for staffing, equipment, materials, and supplies; assists in the monitoring of expenditures; implements adjustments as necessary.
- Participates in the selection of, trains, motivates, and evaluates assigned Public Health and EMS personnel; provides or coordinates staff training in epidemiological investigations and other public health areas; works with employees on performance issues; implements discipline and termination procedures.
  Participate in disciplinary hearings involving medical issues or the performance of EMS personnel in matters directly affecting patient care.
  Oversees the administration activities of emergency medical services training requirements.
  Ensures program compliance with all Federal, State, and local laws, rules and regulations.
- Oversees the collection, analysis, and evaluation of complex data; reviews the preparation of a variety of statistical and other reports regarding the EMS programs and system operations.
- Oversees direct clinical service areas such as child health, immunization, sexually transmitted disease, and family planning, and any diseases or issues of public health interest.
- Directs the detection and control of communicable diseases, sexually transmitted diseases, tuberculosis, and any diseases of public health interest.
- Educates the public and policy makers about the needs of target populations and local public health challenges.
- Monitors the local prevalence of chronic diseases and works in partnership with local resources to mitigate conditions that contribute to chronic disease and health disparity.
- Promotes the advancement of maternal and child health.
- Monitors jail medical program and participates in quality assurance component of inmate health care.
- Conducts the annual County custodial facility inspections pursuant to Title 15 of the California Code of Regulations.
- Approves all prescriptions dispensed by the Health Department.
- Confers with members of the public and representatives of Federal, State, and local agencies regarding health department programs.
- Confers with local Law Enforcement regarding coroner's cases and medical issues related to law enforcement activities that raise concerns for public health.
- Cooperates with Federal and State public health groups in the enforcement of health and sanitary matters.
- Works with the local medical community to provide information and leadership on medical issues related to public health.
- Assures the safety of Public Health, County, and local health care staff as they engage in health care services and investigations of emerging infectious diseases through the implementation of Federal, State, and locally recommended protective measures.
- Provides input and guidance in the negotiation of contracts.
- Acts as a liaison between senior level management, advisory boards and commissions, regulatory bodies, and program staff to ensure that all appropriate policies and guidelines are followed, and that programs are funded with adequate resources to maintain mandated and expected levels of service.
- Use objective data to monitor and change, as needed, the Quality Improvement (QI) program plan, which is submitted for approval to the California EMS Agency on an annual basis.
- Modify, as needed, the system and protocol for controlled substances utilized by organizations that provide Advance Life Support (ALS) services.
- Grant writing and oversight of grant projects.

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- Directs emergency medical, environmental health and communicable disease functions in disasters and emergency situations, including bioterrorism.
- Works with the Director of Environmental Health to investigate environmental hazards and implement policies particular to public health implications.
- Performs clinical services as needed.
- Manages special projects and programs as directed.
- Conducts research to determine the effectiveness of innovative interventions used to address local public health needs.
- Investigates, or coordinates the investigation of, clusters of disease, both infectious and non-infectious, that may relate to environmental conditions in local regions or communities.
- Represents Tuolumne County by attending and participating in professional group meetings; stays abreast of new trends and innovations in the field of health, emergency medical services, and other types of public health services as they relate to the area of assignment.
  Attend and chair all quarterly meetings of the Tuolumne County Emergency Medical Care Committee and/or subcommittee. Review and approve all minutes and agendas for such meetings.
  Prepares reports to meet the requirements of various Federal, State, and local mandates.
  Maintains and directs the maintenance of working and official departmental files.
- Monitors changes in laws, regulations, and technology that may affect County or departmental operations; implements policy and procedural changes as required.
- Responds to inquiries from a variety of sources regarding programs and services. ➢ Performs related work as required.

QUALIFICATIONS

Knowledge of:

- Principles and practices of public health administration, including goal setting, program development, implementation, and evaluation, and project management.
- State of California Emergency Medical Services administration and legislation.
- Applicable Federal, State, and local laws, rules, regulations, ordinances, and policies pertaining to and governing public health and emergency medical services operations.
- Medical science and its applications to public health.
- Development and coordination of trauma and STEMI systems.
- EMS organization, systems, operations and procedures.
- Principles and practices of budget development and administration.
- Principles and practices of employee supervision, either directly or through subordinate levels of supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned functional area.
- Current trends, concepts, and advances in public health and EMS systems.
- Causes and modes of transmission of communicable disease.
- Advanced mathematics and arithmetic.
- Modern office practices, methods, and computer equipment and applications related to the work.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Techniques for dealing effectively with the public and County staff, in person, over the telephone, and in writing.
- Techniques for effectively representing the County in contacts with governmental agencies, community and public health groups, and various professional, educational, regulatory and legislative organizations.

- Techniques for providing a high level of customer service to the public, vendors, contractors, and County staff, in person and over the telephone.

Ability to:

- Provide administrative, management, and professional leadership for the assigned area of responsibility.
- Recommend and implement goals, objectives, and practices for providing effective and efficient services.
- Plan, organize and provide direction for public health and EMS programs.
- Select and supervise public health and EMS staff, evaluate performance and effectiveness, and provide for staff training and professional development.
- Evaluate and develop improvements in operations, procedures, policies, or methods.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Analyze, interpret, summarize, and present administrative and technical information and data in an effective manner.
  Interpret, apply, explain, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations.
  Oversee the County's EMS response to bioterrorism situations.
  Oversee and ensure placement of ambulances is effective, ensure routing and response times are in compliance with local ordinances and agency standards.
- Oversee and evaluate the effectiveness of the County's EMS programs.
- Determine EMS program objectives and priorities to achieve an integrated, focused approach to achieve those objectives.
- Represent the County effectively in meetings with others and make presentations to various groups and governing bodies.
- Effectively assess, diagnose and recommend treatment of public health infections and diseases.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Use tact, initiative, prudence, and independent judgment within general policy and legal guidelines in politically sensitive situations.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:
Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to a Doctorate of Medicine degree from an accredited college or university that is recognized or approved by the Medical Board of California or Osteopathic Medical Board of California. Five (5) years of increasingly responsible experience demonstrating familiarity with the broad range of specific public health programs in California including (2) years of direct clinical or related private practice experience. A Master's Degree in Public Health or closely related field is desirable. Supervisory or management experience in a broad range of public health programs is highly desirable.

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Licenses and Certifications:

- Possession of a valid California class C driver's license and a satisfactory driving record.
- Possession of a valid license issued by the Medical Board of California or Osteopathic Medical Board of California to practice as a physician and surgeon. Board Certification in Family Practice or related area desirable.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard medical and office equipment, including a computer; to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas is frequently required. Finger dexterity is needed to perform medical procedures, access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

ENVIRONMENTAL ELEMENTS

Employees predominantly work in an office environment with moderate noise levels and controlled temperature conditions, and sometimes in the field and are occasionally exposed to loud noise levels, cold and hot temperatures, and hazardous physical substances and fumes. Employees may interact with members of the public or with staff under emotionally stressful conditions while interpreting and enforcing departmental policies and procedures. The duties of this class are performed in an environment with potential exposure to persons infected with communicable diseases.

WORKING CONDITIONS

Must be willing to respond to on-call issues after business hours, work emergencies, and be available on evenings, weekends, and holidays.

Attachment: A05 Interim Health Office Agreement -Mariposa County HHSA v3 (RES-2022-249 : Fifth Amendment - Agreement with County of

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-250

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: First Amendment - Agreement with Shaun Quinn to Provide MH Triage Services

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RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to Agreement with Shaun Quinn to Provide Mental Health Triage Services for Health and Human Services, Increasing the Amount by $35,000 to a New Amount Not to Exceed $70,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The triage contractor, under general supervision of the after-hours supervisor, will provide mental health triage response for individuals in the hospital, the jail, and in the field when the Sheriff's department requests a triage worker to respond with them. The triage worker will determine if a community member qualifies for a psychiatric assessment or whether there are resources from family members, a friend or other community individuals that can provide support so the individual can remain in his/her home.

The Mental Health Triage Contractors provide after-hours and weekend 24-hour services to clients in a mental health crisis. During this agreement period, more work has been required from Shaun Quinn than anticipated.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved First Amendment to Agreement with Shaun Quinn on April 20, 2021 by Resolution No. 2021-207.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Amendment is not approved, the Department may be unable to adequately serve after-hours and weekend mental health crisis needs of county residents.

FINANCIAL IMPACT:
These contract expenses are budgeted in the Mental Health fund 1001-402 for Fiscal Year 2021-22. There is no impact to the County General Fund.

ATTACHMENTS:
First Amendment - Shaun Quinn Agreement 2022 (PDF)
Shaun Quinn - 2022 - Wsignatures CAO 06.08.2021 (PDF)

REF ID# 12812

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

Attachment: First Amendment - Shaun Quinn Agreement 2022 (RES-2022-250 : First Amendment - Agreement with Shaun Quinn to Provide MH

FIRST AMENDMENT TO AGREEMENT FOR TRIAGE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR TRIAGE 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 Shaun Quinn, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated June 4, 2021, wherein **Contractor** agreed to provide triage 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 $35,000 will be added to the original amount of $35,000, making the total compensation paid to **Contractor** the not to exceed amount of $70,000.

Except as herein amended, the Agreement dated June 4, 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	Shaun Quinn, Owner
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

6-8

AGREEMENT ROUTING SHEET

To: *Danielle Bondshu or Tracy Gauthier* Dept.: *Clerk of the Board* Date: 06/04/2021

From: Beth Rose Agreement with: Shaun Quinn

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1. fields.)*

1) **Is this a digital signature request?** Yes ☐ No ■ *(If No, please provide two original copies signed by vendor.)*

2) **Is this the standard County Agreement Form?** Yes ■ No ☐ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel? Yes ☐ No ☐
(If Yes, provide approval to COB via email. If No, see instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.**)

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2. fields.)*

Vendor Signator & Title: Shaun Quinn, Owner Contractor
(Name of person signing the agreement, and their title)

Vendor Email: no email
(Email of signee)

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

Term: 7/1/2021 - 6/30/2022
(Enter beginning "to" end. Must be 1 year or less for DH or CAO agreements.

Is this an Amendment to an Agreement? Yes ☐ No ■
(If Yes, attach copies of all prior amendments, AS WELL as the initial agreement.)

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3. field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

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

☐ $_____ **DEPARTMENT HEADS, Under $10,000** (MCC Section 3.08.050):
Assistant Purchasing Agents (Department Heads) are authorized to obtain services, supplies and equipment; (Amount limited to what is budgeted and must be a one year, or less, contract term.) ***(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)***

■ $35,000 **CAO as Purchasing Agent, Under $50,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted and must be a one year, or less, contract term.)

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

☐ **INTERDEPARTMENTAL AGREEMENTS & MOUs** _____

DIGITAL SIGNATURE INSTRUCTIONS

A. DH/CAO Approvals:

- **If using the UNCHANGED County agreement template, proceed with routing to Clerk of the Board.**
- **If using vendor supplied agreements, or MODIFIED County Agreement template:**
  1) Email to County Counsel's Office for vetting first (without routing slip.)
  2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

B. BOARD Items:

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

ROUTING

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB Department.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dwardle@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

Attachment: Shaun Quinn - 2022 - Wsignatures CAO 06.08.2021 (RES-2022-250 : First Amendment - Agreement with Shaun Quinn to Provide

Attachment: Shaun Quinn - 2022 - Wsignatures CAO 06.08.2021 (RES-2022-250 : First Amendment - Agreement with Shaun Quinn to Provide

AGREEMENT FOR TRIAGE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 8th day of June, 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Shaun Quinn ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

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

2. SERVICES

Contractor shall perform triage 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 $35,000. Contractor's rates are listed in Exhibit B, "Cost Proposal." County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

Attachment: Shaun Quinn - 2022 - Wsignatures CAO 06.08.2021 (RES-2022-250 : First Amendment - Agreement with Shaun Quinn to Provide

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Shaun Quinn
P.O. Box 387
Mariposa, CA 95325

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

Attachment: Shaun Quinn - 2022 - Wsignatures CAO 06.08.2021 (RES-2022-250 : First Amendment - Agreement with Shaun Quinn to Provide

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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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

Attachment: Shaun Quinn - 2022 - Wsignatures CAO 06.08.2021 (RES-2022-250 : First Amendment - Agreement with Shaun Quinn to Provide

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.

Attachment: Shaun Quinn - 2022 - Wsignatures CAO 06.08.2021 (RES-2022-250 : First Amendment - Agreement with Shaun Quinn to Provide

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

Jay D. Kimble
County Administrative Officer

CONTRACTOR

Shaun Quinn, Owner

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel

Attachment: Shaun Quinn - 2022 - Wsignatures CAO 06.08.2021 (RES-2022-250 : First Amendment - Agreement with Shaun Quinn to Provide

Exhibit A
SCOPE OF WORK

I. Introduction:

The purpose of this attachment is to:

1. Provide a description of services to be provided for Mariposa County Health and Human Services Agency (HHSA) by independent contractors (also referred to as contractor in this attachment) who are chosen to provide triage services on behalf of the County.
2. Clarify contract provider responsibility.

II. Description of Services:

1. The triage worker will provide triage response for individuals in the hospital, the jail, and in the field when the sheriff's department requests a triage worker to respond with them to determine if a community member qualifies for a 5150 assessment or whether there are resources from family members, a friend or other community individuals that can provide support so the individual can remain in his/her home.
2. The triage worker will have a basic knowledge of individual and group behavior; current issues in the field of mental health; principles of interviewing and problem-solving methodology; basic principles and techniques of interviewing and recording crisis notes and 5150 assessment and hospitalizations; laws, basic principles involved in the nature, growth and development of personality; knowledge of public and private community resources.

III. Contract Provider Responsibility

1. Contractor will be responsible to communicate with others in person and over the telephone; analyze data, interpret directions, procedures, and regulations, and develop appropriate responses; act effectively in stressful situations in the performance of job duties; respond appropriately to all situations; maintain confidential information in accordance with legal standards and/or County regulations; establish and maintain effective working relationships with agency staff, clients, community members and outside organizations; communicate effectively, both orally and in writing; operate a personal computer and other office equipment and related software. The contractor is expected to review the electronic health record of every person presenting in a crisis situation. The contractor will review current diagnosis, history of symptoms and/or hospitalizations and, when and if possible, coordinate with the clinician and medical provider of record.
2. Contractor will be trained:
    a. By behavioral health staff on triage responsibilities and how to properly conduct a 5150 evaluation;
    b. By jail staff and receive any and all training required for the triage worker to respond to the jail;
    c. By the sheriff's department around responding in the field;

Attachment: Shaun Quinn - 2022 - Wsignatures CAO 06.08.2021 (RES-2022-250 : First Amendment - Agreement with Shaun Quinn to Provide

d. On an as needed basis, as deemed necessary, by the department to remain on top of critical issues as they arise.
e. By shadowing seasoned workers before he/she is allowed to go into the field alone. This will occur during daytime and/or night-time crisis calls until it is determined, by the after-hours supervisor, that he/she has gained sufficient experience to be competent to respond on his/her own.
f. In the use of the electronic record keeping system and will be expected to document all client interactions in that system.
g. If a case has not been opened in the electronic record keeping system, contractor will be instructed how to enter enough information to open a case so all interactions can be documented. Contractor will be expected to open up cases on all clients that he/she sees.
h. Contractor will submit all written and electronic documentation progress notes to the clinical supervisor for correction and final approval until given authorization by the Deputy Director to finalize documentation independently. Documentation should be submitted by the end of every shift.
i. When contractor is on call, he/she is expected to be available to the after-hours call line, the jail and to the sheriff when required to respond.
    i. Contractor will have **15 minutes** to respond by phone to his/her supervisor once a call has been initiated.
    ii. When the call involves responding to the hospital, contractor has **one hour** to be present at the site from the time of the call.
    iii. When the worker is asked to respond to the jail, contractor has **one hour** to be present at the site from the time of the call.
    iv. Every call and its disposition is to be communicated to the team through the "End of Day" email.
j. Contractor will review with on-call supervisor every time a client on a 5150 is evaluated for potentially rescinding of the hold.
k. If the contractor is notified of a suicide or homicide, they are to immediately inform the on call supervisor of the situation.

3. When the sheriff's department is needing a triage worker to go with them and respond in the field, contractor will coordinate with the sheriff to meet him/her and respond in a timely manner or to make arrangements to meet the sheriff in the field. Contractor is not expected to respond in the field on their own, so coordination with a sheriff is crucial.

Failure to adhere to these expectations may result in corrective action, including request for consultation, additional training, verbal and written warnings, and termination of the agreement. Payments for services may be deferred if a copy of the electronic documentation is not submitted with the invoice.

IV. HIPAA Compliance

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

Attachment: Shaun Quinn - 2022 - Wsignatures CAO 06.08.2021 (RES-2022-250 : First Amendment - Agreement with Shaun Quinn to Provide

contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

Attachment: Shaun Quinn - 2022 - Wsignatures CAO 06.08.2021 (RES-2022-250 : First Amendment - Agreement with Shaun Quinn to Provide

Exhibit B
COST PROPOSAL

Contractor will be paid $2,000 per week worked for all services described in Exhibit A, including attending monthly meetings with the Daytime Crisis Response Team and attending occasional trainings to keep up skills, knowledge and necessary certifications.

If the Contractor is required to be absent because of illness or another reason, the Contractor shall coordinate coverage for the absence with another Triage Contractor so as to avoid gaps in client service. Contact information will be provided for all Triage Contractors. If the Contractor is unable to work part of their regularly scheduled week, they will be compensated $16.26 per hour worked. The afterhours supervisor must be notified in advance of all schedule changes.

Contractors will not be refunded by the County for costs incurred related to providing a service. In the event that a purchase needs to be made, the contractor must contact the on call Supervisor to determine the adequate method of payment.

Any adjustment and/or modification to this payment arrangement must be documented and approved by the contractor, Deputy Director, and Director of Health Services.

The Contractor's attendance and participation may be required in a situation outside the scope of work described in Exhibit A, or outside the scope of regular trainings and meetings. The Contractor will be compensated for such additional participation at a rate of $30 per hour.

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

Attachment: Shaun Quinn - 2022 - Wsignatures CAO 06.08.2021 (RES-2022-250 : First Amendment - Agreement with Shaun Quinn to Provide

MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-251

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve a Lease Agreement for 5121 Jones Street to Serve HHSA Clients

---

RECOMMENDATION AND JUSTIFICATION:

Approve a Lease Agreement with Steve Meisner for 5121 Jones Street, Mariposa, California, to be used for Transitional Housing; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The term of the proposed Lease Agreement is from July 1, 2021, through June 30, 2022, with a not-to-exceed amount of $15,000 ($1,250 per month) and will be used for transitional housing. The leased residential space is located at 5121 Jones Street.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Health and Human Services Agency (HHSA) does not have existing property to meet the increasing housing needs. We have identified this residential space to provide client services that will help them achieve self-sufficiency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board chooses not to approve the Lease Agreement, it would cause the loss of opportunity to secure necessary housing for an underserved population within the County, and HHSA would forego the opportunity for a lower cost local placement alternative for Agency clients.

FINANCIAL IMPACT:
Funds are available within the Human Services division budget for this lease agreement. Local housing opportunities provide temporary assistance to temporarily homeless clients and alternatives to higher cost hospital and board and care placements. This is no impact to the County general fund.

ATTACHMENTS:
Steve Meisner Lease Agreement 2023v4 - April 18 2022 (PDF)

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

REF ID# 12841

Attachment: Steve Meisner Lease Agreement 2023v4 - April 18 2022 (RES-2022-251 : Approve a Lease Agreement for 5121 Jones Street to

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into in the County of Mariposa, State of California, as of _____, by and between Steve Meisner, hereinafter referred to as **LESSOR**, and the County of Mariposa, hereinafter referred to as **LESSEE**.

WITNESSETH

WHEREAS, **LESSOR** owns real property located in the County of Mariposa commonly known as 5121 Jones Street, Mariposa, California; and

WHEREAS, the parties wish to provide for the leasing of said property by the **LESSOR** to the **LESSEE**;

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:

1. **PREMISES:** The leased **PREMISES** is the real property located in the County of Mariposa commonly known as 5121 Jones Street, Mariposa, California.

2. **CONSIDERATION**: For and in consideration of One Thousand Two Hundred Fifty Dollars ($1250) per month. **LESSOR** agrees to lease the real property described above commencing July 1, 2022 and terminating on June 30, 2023. This Lease is renewable thereafter as mutually agreed by the **LESSOR** and **LESSEE**.

3. **USE:** The **PREMISES** which are the subject of this Lease shall be used as a residence. **LESSEE** hereby warrants that it is a residence.

4. **COMPLIANCE WITH LAW:** **LESSEE** shall comply with all laws, ordinances, rules, regulations and requirement of county, state and federal government, or of any

department, bureau or official thereof having jurisdiction.

5. **INSPECTION BY CERTIFIED ACCESS SPECIALIST:** As required by California Civil Code section 1938, **LESSOR** represents that premises have not undergone inspection by a Certified Access Specialist (CASp).

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

6. **ASSIGNMENT:** Except as expressly provided herein, **LESSEE** shall not assign this Lease nor any right hereunder, nor sublet the **PREMISES**, nor any part thereof, or suffer any other person to occupy the said **PREMISES** or any portion thereof without prior written consent of the **LESSOR**, which consent shall not be unreasonably withheld. Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of **LESSOR** terminate this Lease. This provision does not prohibit the **LESSEE** from renting or allowing other parties to utilize the **PREMISES** for permitted functions and events.

7. **IMPROVEMENTS, CONSTRUCTION, ALTERATION, REMOVAL: LESSEE** may maintain on the **PREMISES** improvements as necessary to facilitate the use of the **PREMISES**. Any such structure and/or alteration shall remain the sole and separate property of **LESSEE** and at the termination of this Lease shall be removed at the **LESSEE'S** expense within a reasonable time or disposed of as otherwise mutually agreed by **LESSEE** and **LESSOR**.

Attachment: Steve Meisner Lease Agreement 2023v4 - April 18 2022 (RES-2022-251 : Approve a Lease Agreement for 5121 Jones Street to

8. **MAINTENANCE AND REPAIR**: **LESSEE** will be responsible for all maintenance and repairs of **LESSEE** installed interior improvements. **LESSEE** agrees to maintain the **PREMISES** in a clean and orderly condition at all times, and in accordance with safety and fire codes and other applicable federal and state laws and ordinances of the County of Mariposa. **LESSOR** shall notify the **LESSEE** in writing of any necessary maintenance or repair of any structure placed on the leased **PREMISES** by **LESSEE**. **LESSOR** shall maintain and repair all structures and utilities, including but not limited to heat, air conditioning, water, and sewer. Failure to repair and maintain the **PREMISES** shall be a breach of this Lease and **LESSEE** may at its option terminate this Lease.

9. **RIGHT OF RE-ENTRY OF LESSOR:** It is expressly agreed that in the event **LESSEE** creates or causes any breach of this Lease, **LESSOR** shall have the right and option to re-enter said **PREMISES**, take possession thereof, and remove all persons as provided by law.

10. **SURRENDER OF POSSESSION:** At the expiration of this Agreement, **LESSEE** promises and agrees to deliver unto **LESSOR** the Leased **PREMISES** in as good condition as at the date of execution of this Agreement, reasonable wear and tear excepted.

11. **INDEMNITY:** **LESSEE** agrees to indemnify, protect, defend and hold **LESSOR** and its officers, agents and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of **LESSEE'S** use or the use of any guests, invitees or agents of **LESSEE** of the leased **PREMISES**. Upon demand **LESSEE** shall, at its own expense, defend **LESSOR**, and its officers, agents and employees, against any and all such liabilities, claims, demands, actions, losses, damages, and costs of any type or nature arising from the sole negligence of **LESSEE**. **LESSOR** shall indemnify, protect, defend, and hold **LESSEE** and its officers, agents, and employees free and harmless from any and all liabilities, claims, demands, actions,

Attachment: Steve Meisner Lease Agreement 2023v4 - April 18 2022 (RES-2022-251 : Approve a Lease Agreement for 5121 Jones Street to

losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of, or in any way related to **LESSOR'S** obligations to maintain and repair the **PREMISES**, or any negligence of **LESSOR**, or any structural or other defects of the **PREMISES**.

12. **INSURANCE:** **LESSEE** will provide insurance coverage as of the commencement of this Lease and during any right of occupancy of the leased **PREMISES** and shall maintain coverage in full force and in effect until the termination of this Lease Agreement as follows:

A. **General Liability and Bodily Insurance**: **LESSEE** shall obtain and keep in full force and effect general liability coverage of at least One Million Dollars ($1,000,000) combined limit for bodily injury and property damage.

13. **CHANGE OF ADDRESS:** It shall be **LESSOR'S** responsibility to inform **LESSEE** of any change of address.

14. **INSPECTION:** **LESSOR** shall be permitted to enter and view the **PREMISES** at any reasonable time for the purpose of inspecting or maintaining such **PREMISES** and doing any and all things with reference thereto which the **LESSOR** is obligated to do.

15. **TERMINATION PRIOR TO EXPIRATION:**

A. The **LESSOR** shall have the right to terminate this Lease, on the occurrence of any of the following events:

(i) The failure of the **LESSEE** to perform or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Lease.

(ii) The abandonment of the leased **PREMISES**. Should this occur **LESSOR** shall not be responsible for the custodial protection of **LESSEE'S** abandoned property, fixtures or equipment.

Attachment: Steve Meisner Lease Agreement 2023v4 - April 18 2022 (RES-2022-251 : Approve a Lease Agreement for 5121 Jones Street to

B. **LESSEE** shall have the right to terminate this Lease upon sixty (60) days written notice.

C. It is mutually agreed that if **LESSEE**, during any fiscal year covered by this Agreement fails to appropriate sufficient funds to continue this Agreement, this Agreement shall be of no further force and effect. California State Constitution Article XVI section 18.

16. **BREACH:** In the event of breach of this Lease by **LESSEE**, **LESSOR** shall be entitled to all rights and remedies provided by law in addition to the specific remedies mentioned herein.

17. **PARTNERSHIP DISCLAIMER:** It is mutually understood and agreed that nothing in this Lease is intended to or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting the **LESSEE** as an agent or representative of the **LESSOR** for any purpose or in any manner whatsoever.

18. **NOTICES:** Any notice to the **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to County Administrative Officer, County of Mariposa, P.O. Box 784, Mariposa, CA 95338. Any notice to the **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to Steve Meisner, 2222 Martinique Lane, Oxnard, CA 93035.

19. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

20. **SUCCESSOR:** This Lease shall be binding upon and inure to the benefit of all the heirs, successors and assigns of the parties.

Attachment: Steve Meisner Lease Agreement 2023v4 - April 18 2022 (RES-2022-251 : Approve a Lease Agreement for 5121 Jones Street to

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

LESSOR:	**LESSEE:**
Steve Meisner	Rosemarie Smallcombe, Chair Mariposa County Board of Supervisors
ATTEST:	**APPROVED AS TO FORM:**
RENE LAROCHE Clerk of the Board	**STEVEN W. DAHLEM** County Counsel

Attachment: Steve Meisner Lease Agreement 2023v4 - April 18 2022 (RES-2022-251 : Approve a Lease Agreement for 5121 Jones Street to

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: PAC Recognition Historic Sites & Records Preservation

RECOMMENDATION AND JUSTIFICATION:

Accept the Resignation and Recognize the Service of Ruth Sellers (Public Member At-Large) on the Historic Sites and Records Preservation Commission.

Sellers no longer wishes to serve on this Commission.

With this action there will be 2 vacancies.

Vacancies will continue to be advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Sellers was most recently appointed on February 6, 2018, however, Ms. Sellers has served off and on this Commission for about 25 years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

There are no alternatives to the recommended action.

ATTACHMENTS:
220411 Sellers Resignation redacted (PDF)
220414 Vacancy Notice 2 (DOCX)

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

-----Original Message-----
From: Ruth Sellers
Sent: Sunday, April 10, 2022 11:37 AM
To: Sarah Williams <swilliams@mariposacounty.org>
Cc:
Subject:

Sarah Williams,

Please accept my resignation from the Historic Sites Committee.

I have enjoyed my past about 25 years with the committee but the recent hate cast at me by Supervisor Marshall Long during a Board meeting indicates the lack of respect our County Government did allow. Those of us who have volunteered our time as a benefit to our community should at least be shown respect.

Sincerely, Ruth Sellers

Attachment: 220411 Sellers Resignation redacted (2022-44 : PAC Recognition Historic Sites & Records Preservation)

Mariposa County

SARAH WILLIAMS
Planning Director

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

SPECIAL NOTICE OF VACANCIES ON THE HISTORIC SITES AND RECORDS PRESERVATION COMMISSION

Two (2) At Large vacancies currently exist on the Historic Sites and Records Preservation Commission. One vacancy expires on February 29, 2024, and the other vacancy is to fill a remaining term that expires on February 28, 2025.

The purpose of this Commission is to perform duties and responsibilities as set forth in Section 2.90.060 of the Mariposa County Code, including but not limited to:

- Maintaining a system for survey and inventory of historic properties.
- Overseeing the compiling, recording, and updating of information on cultural and historic resources within the county.
- Maintaining the official "Mariposa County List of Buildings or Structures, Sites and other Historical Resources with Special Historical or Architectural Significance".
- Publication of procedural rules for registering historic properties which are identified in the county historic and cultural resources survey program in the National Register of Historic Places in accordance with the requirements of the National Historic Preservation Act, section 101(c)(2).
- Reviewing all discretionary private development projects which may impact an historic or archaeological site in the county upon referral from the board of supervisors, planning commission, or a county department head.
- Reviewing all public projects undertaken by the county or other government agency which may impact an historic or archaeological site upon referral from the board of supervisors or a county department head.
- Reviewing county policies and ordinances which regulate or affect historic or archaeological sites and may make recommendations to the board on historic site preservation policies and ordinances.
- Review new names proposed for roads in the county-maintained system for historical significance and may make recommendations to the board of supervisors on the proposed road name.
- Evaluation of county records for measures to preserve such historical records.
- Recommendations to the board of supervisors for measures designed to preserve and/or restore the integrity of historic buildings, structures, sites, and other historical resources.

Refer to Ordinance 1157 for complete description of duties and responsibilities.

The Commission is an advisory group to the Mariposa County Board of Supervisors. Appointment terms are for three years and expire the last day of February. Members shall have a demonstrated interest and/or knowledge of Mariposa County History and/or historic preservation.

Persons interested in serving on the Committee should complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office or can be found on-line at: http://www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId= . Completed applications need to be sent to the, Clerk of the Board, by mail at P. O. Box 784, Mariposa, CA 95338,

Posting Locations for this notice:
Mariposa History Center
Northern Mariposa County History Center
Mariposa County Library
Mariposa County Planning
Mariposa County Clerk
Mariposa County Courthouse
www.mariposacounty.org/planning

Notice Date:04/14/2022 Deadline for Submission: Until filled

Attachment: 220414 Vacancy Notice 2 [Revision 2] (2022-44 : PAC Recognition Historic Sites & Records Preservation)

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: PAC Recognitions Code Compliance Advisory Committee (CCAC)

RECOMMENDATION AND JUSTIFICATION:

Recognize the Service of David Breemer and Lydia Clary, as Members of the Code Compliance Advisory Committee.

Both Breemer and Clary are unable to continue to serve at this time.

With this action there will be 2 vacancies.

Vacancies will be advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Breemer was appointed to the committee on August 17, 2021.
Clary was appointed to the committee on August 17, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternatives: None, other than negative action.
Negative Action: Do not recognize the service of these members.

ATTACHMENTS:
220401 Breemer resignation, redacted (PDF)
220419 CCAC Vacancy Notice 1 with link to combo appREVISED (PDF)

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

From: J. David Breemer
Sent: Friday, April 1, 2022 7:19 AM
To: Sarah Williams ***(and the CAC Committee, email addresses of committee members have been removed for positing on line)***
Subject: RE: CCAC Meeting on April 6 2022

Sarah and Committee members,

Unfortunately, I must submit my resignation from the committee. I have no quarrel with the staff or other members. My departure is based on these concerns:

(1) The lack, in my mind, of clear and narrowly defined objectives for the Committee's work and termination. The absence of clear and specific goals makes it extremely difficult to identify, and take, the steps needed to produce concrete recommendations for the Board in an efficient manner.

(2) In my opinion, the Committee is too large, which exacerbates the prior concern.

I wish you all the best,

J. David Breemer
(Mr. Breemer's email and contact information have been removed for posting on-line)

Attachment: 220401 Breemer resignation, redacted (2022-45 : PAC Recognitions Code Compliance Advisory Committee (CCAC))

Mariposa County

SARAH WILLIAMS
Planning Director

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

NOTICE OF A VACANCY ON THE CODE COMPLIANCE ADVISORY COMMITTEE (CCAC)

One (1) vacancy currently exists on The Code Compliance Advisory Committee (CCAC). This vacancy is to fill a remaining term that is set to expire February 28, 2023.

MEMBERSHIP REQUIREMENTS or CONSIDERATIONS include the following:

- Members shall reside in Mariposa County.
- Members shall take an interest in issues associated with code compliance procedures, code compliance processing and public education.
- Members may have special knowledge, expertise, or skills related to code compliance matters, including governmental procedures, county codes, development and construction permitting requirements, code compliance procedures and options, and/or legal matters. Such special knowledge, skills, or expertise is not mandatory to be appointed to the committee.
- The committee may call upon representatives of other organizations or departments, and the general public as resources on certain topics related to the purpose, tasks and responsibilities of the committee.

The PURPOSE AND TASKS of the CCAC include the following:

- Develop recommendations to the Board of Supervisors for an effective code compliance process and program.
- Develop recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations.
- Support the work of staff in the conduct of fact finding and data gathering necessary to the CCAC to develop informed recommendations.
- Provide periodic assessment and evaluation of, and feedback to the Board of Supervisors regarding the success of an amended code compliance process and programs.

The RESPONSIBILITIES of the CCAC include the following:

- Review and understand local government structure (including but not limited to the roles and the authority of, and the relationships between the public, a citizens' advisory committee, County staff, the Planning Commission, and the Board of Supervisors).
- Review and understand existing County Code provisions, including provisions for the Mariposa Planning Agency and code compliance, as well as adopted County policies related to code compliance.

Attachment: 220419 CCAC Vacancy Notice 1 with link to combo appREVISED [Revision 4] (2022-45 : PAC Recognitions Code Compliance

- Review, understand and comply with the state's Brown Act requirements.
- Review and understand state law requirements for code compliance activities at a local level.
- Review and understand due process requirements.
- Review and understand current county code compliance cases, including the status of current cases, why certain cases aren't being resolved, typical compliance issues, etc.
- Review and learn about what other similar or neighboring jurisdictions do for code compliance.
- Determine if there are other ways to make the current processes and programs more effective, which, in addition to code amendments could include innovative ways to assist residents using resources such as, but not limited to volunteer efforts, community organizations, grants or other funding sources.

If you are interested in serving on the committee, please submit an application and Supplemental Questionnaire for the CCAC to:

Clerk of the Board
PO Box 784
Mariposa, CA 95338

DEADLINE FOR APPLICATIONS: May 6, 2022 at 5 p.m.

Applications may be obtained at the following locations:

Planning Department, Government Center, 5100 Bullion Street, Mariposa, CA 95338 and
On-line at: https://www.mariposacounty.org/DocumentCenter/View/91926/220414-Combo-application-supplemental-questionnaire?bidId=

For more Information visit the County Website or contact: Sarah Williams, Mariposa County Planning Department Telephone: (209) 966-5151; email: swilliams@mariposacounty.org

Posting Locations:
Mariposa County Planning Department
Mariposa County Gov Center Display Board
Mariposa County Clerk's Office
Fish Camp Post Office
Greeley Hill Community Club
Hornitos Post Office
Lake Don Pedro Market
Midpines Post Office
Bootjack Store
Wawona Post Office
Woodland Gas, Food, & Liquor
Yosemite Valley Post Office
Yosemite West Community Board
Catheys Valley Post Office
Coulterville Post Office
El Portal Post Office
www.mariposacounty.org/planning

Revised Posting: April 19, 2022 • Leave Posted until 5 p.m., May 6, 2022

Attachment: 220419 CCAC Vacancy Notice 1 with link to combo appREVISED [Revision 4] (2022-45 : PAC Recognitions Code Compliance

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Recognize Neal Misener for His Service on the Yosemite West District Advisory Committee

---

RECOMMENDATION AND JUSTIFICATION:
Accept the Resignation and Recognize the Service of Neal Misener from the Yosemite West District Advisory Committee.

This will create one (1) vacancy on the committee. The vacancy will be posted in accordance with the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has recognized resigning committee members in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, a vacancy will exist on the Yosemite West District Advisory Committee.

ATTACHMENTS:
Resignation - Neal Misener (PDF)

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

From:
Date: Sun, Feb 27, 2022 at 11:54 AM
Subject: Re: Roll Call: Are you attending the March 10 YWDAC meeting?
To: Tom Lambert

Dear Tom,

With deep regret and on going health problems, I feel I should resign from the Yosemite West Advisory Board. I never know when I will be able to attend a meeting until the day of the meeting. It isn't fair to the committee to leave everyone hanging on to whether or not I will be able to attend. It has been a pleasure serving but I can't do it any longer.

Best wishes to all of you.
Neal Misener

Attachment: Resignation - Neal Misener (2022-46 : Recognize Neal Misener for His Service on the Yosemite West District Advisory Committee)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-252

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Annual Regional Surface Transportation Program Agreement with Mariposa County

---

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Caltrans for 2021/2022 Optional Federal Apportionment Exchange and State Match Program for the Regional Surface Transportation Program (RSTP) Funds; and Authorize the Director of Public Works and Transportation to Sign the Agreement.

The State is requesting the Director of Public Works & Transportation Sign the Agreement; and provide Approved Board Resolution.

Caltrans has notified Mariposa County of its opportunity to exchange $236,573.00 of Federal RSTP apportionment for State Funds. The opportunity to exchange and claim these funds occurs each fiscal year, and allows the County to use these funds to supplement the Road Division Budget. These funds will be realized in FY 2022/2023

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Road Division has relied heavily on the annual RSTP exchange dollars for general maintenance for several years. This exchange has occurred on an annual basis since the inception of the Surface Transportation Program in 1991. Board has previously approved The RSTP annual agreement for FY 2020/2021 with Resolution #2021-168.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving this request will result in the loss of RSTP Funds for Road Division Maintenance. Roads Division Budget #3300-300-45251 would be negatively impacted.

FINANCIAL IMPACT:
$236,573.00 is included as revenue received in FY 22/23 Roads Division Budget #3300-300-45251

ATTACHMENTS:
5940148 ME_UnsignedME (PDF)

REF ID# 12878

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

FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM
CALIFORNIA DEPARTMENT OF TRANSPORTATION - NON MPO COUNTY

10 MARIPOSA
District County

Agreement No. X22-5940(148)
AMS Adv ID:1022000210

THIS AGREEMENT is made on _____, by the COUNTY of MARIPOSA , a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign federal apportionments made available to COUNTY for allocation to transportation projects in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP)/Regional Surface Transportation Block Grant Program (RSTBGP) funds] in exchange for nonfederal State Highway Account funds, and

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

A. As authorized by Section 182.6 of the Streets and Highways Code, and the RTPA having agreed to exchange or elected not to exercise its authority as it relates to the COUNTY'S portion of the RSTP/RSTBGP under Section 182.6(g), COUNTY agrees to assign to STATE:

$157,715.00 from the eligible portion of its estimated annual minimum RSTP/RSTBGP Apportionment for Fiscal Year 2021/2022.

The eligible portion of said minimum apportionment is the COUNTY's estimated annual minimum RSTP/RSTBGP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code less any federal apportionments already obligated for projects chargeable to COUNTY's eligible portion of its estimated annual minimum RSTP/RSTBGP apportionment.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance		
Accounting Officer	Date 11/6/2022	$236,573.

Attachment: 5940148 ME_UnsignedME (RES-2022-252 : Approve Annual Regional Surface Transportation Program Agreement with Mariposa

B. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY $78,858.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2021/2022.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed $236,573.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

D. COST PRINCIPLES

1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

2. COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

3. Any fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular, 2 CFR Part 200, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days or demand, or within

Attachment: 5940148 ME_UnsignedME (RES-2022-252 : Approve Annual Regional Surface Transportation Program Agreement with Mariposa

such other period as may be agreed in writing between the parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE of any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

E. THIRD PARTY CONTRACTING

1) COUNTY shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.

2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

F. ACCOUNTING SYSTEM

COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under

Attachment: 5940148 ME_UnsignedME (RES-2022-252 : Approve Annual Regional Surface Transportation Program Agreement with Mariposa

current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA
Department Of Transportation

By: _____
Office of Project Implementation
Division of Local Assistance

Date: _____

COUNTY OF MARIPOSA

By: _____

Title: _____

Date: _____

Attachment: 5940148 ME_UnsignedME (RES-2022-252 : Approve Annual Regional Surface Transportation Program Agreement with Mariposa

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-253

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: 2022-2023 Sheriff's Office Northern Sub-Station Lease Agreement

---

RECOMMENDED ACTION AND JUSTIFICATION:
Approve a One Year Lease Agreement with Mr. Thomas McHugh, Property Owner of 10549 Fiske Road, Coulterville, CA 95311, in an Amount Not to Exceed $14,514.12 for the North County Sheriff's Patrol Sub-Station; and Authorize the Board of Supervisors Chair to Sign the Agreement

This location works well for the citizens of the Northern area of Mariposa County, the officers and volunteers that staff the facility.

Terms for the lease of the entire property is $1209.51 per month for fiscal year 2022-2023. The cost associated with the lease agreement for fiscal year 2022-2023 have been included in the FY23 requested Budget.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has approved a similar lease agreement with the property owner for this identified property.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the lease agreement. The Mariposa County Sheriff's Office will need to relocate their North County Sheriff's Patrol Sub-station or forego having a sub-station in this area of the County.

FINANCIAL IMPACT:
Funding for lease of property has been requested in 2022-2023 Mariposa County Sheriff's Office Proposed Budget.

ATTACHMENTS:
22-23 Agreement (PDF)

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

REF ID# 12870

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into in the County of Mariposa, State of California, as of July 1, 2022, by and between Thomas McHugh, hereinafter referred to as **LESSOR**, and the County of Mariposa, hereinafter referred to as **LESSEE**.

WITNESSETH

WHEREAS, **LESSOR** owns real property located in the County of Mariposa commonly known as 10549 Fiske Road, Coulterville, California; and

WHEREAS, the parties wish to provide for the leasing of said property by the **LESSOR** to the **LESSEE**;

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:

1. **PREMISES:** The leased **PREMISES** is the real property located in the County of Mariposa commonly known as 10549 Fiske Road, Coulterville, California.

2. **CONSIDERATION:** For and in consideration of One Thousand Two Hundred Nine Dollars and Fifty One cents ($1209.51) per month. **LESSOR** agrees to lease the real property described above commencing July 1, 2022 and terminating on June 30, 2023. This Lease is renewable thereafter as mutually agreed by the **LESSOR** and **LESSEE**.

3. **USE:** The **PREMISES** which are the subject of this Lease shall be used as an office and meeting place for the Mariposa County Sheriff's Office. **LESSEE** hereby warrants that it is a 3200 sq. ft. metal building with parking adjacent to the structure. **LESSOR** will provide **LESSEE** with a thirty day written notice of **LESSOR's** intent to reclaim any unused portion of the building.

Attachment: 22-23 Agreement (RES-2022-253 : 2022-2023 Sheriff's Office Northern Sub-Station Lease Agreement)

4. **COMPLIANCE WITH LAW:** **LESSEE** shall comply with all laws, ordinances, rules, regulations and requirement of county, state and federal government, or of any department, bureau or official thereof having jurisdiction.

5. **INSPECTION BY CERTIFIED ACCESS SPECIALIST:** As required by California Civil Code section 1938, **LESSOR** represents that premises have not undergone inspection by a Certified Access Specialist (CASp).

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

6. **ASSIGNMENT:** Except as expressly provided herein, **LESSEE** shall not assign this Lease nor any right hereunder, nor sublet the **PREMISES**, nor any part thereof, or suffer any other person to occupy the said **PREMISES** or any portion thereof without prior written consent of the **LESSOR**, which consent shall not be unreasonably withheld. Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of **LESSOR** terminate this Lease. This provision does not prohibit the **LESSEE** from renting or allowing other parties to utilize the **PREMISES** for permitted functions and events.

7. **IMPROVEMENTS, CONSTRUCTION, ALTERATION, REMOVAL:** **LESSEE** may maintain on the **PREMISES** improvements as necessary to facilitate the use of the **PREMISES**. Any such structure and/or alteration shall remain the sole and separate

Attachment: 22-23 Agreement (RES-2022-253 : 2022-2023 Sheriff's Office Northern Sub-Station Lease Agreement)

property of **LESSEE** and at the termination of this Lease shall be removed at the **LESSEE'S** expense within a reasonable time or disposed of as otherwise mutually agreed by **LESSEE** and **LESSOR**.

8. **MAINTENANCE AND REPAIR**: **LESSEE** will be responsible for all maintenance and repairs of **LESSEE** installed interior improvements. **LESSEE** agrees to maintain the **PREMISES** in a clean and orderly condition at all times, and in accordance with safety and fire codes and other applicable federal and state laws and ordinances of the County of Mariposa. **LESSOR** shall notify the **LESSEE** in writing of any necessary maintenance or repair of any structure placed on the leased **PREMISES** by **LESSEE**. **LESSOR** shall maintain and repair all structures and utilities, including but not limited to heat, air conditioning, water, and sewer in excess of Two Thousand Five Hundred Dollars ($2500). Failure to repair and maintain the **PREMISES** shall be a breach of this Lease and **LESSEE** may at its option terminate this Lease.

9. **RIGHT OF RE-ENTRY OF LESSOR:** It is expressly agreed that in the event **LESSEE** creates or causes any breach of this Lease, **LESSOR** shall have the right and option to re-enter said **PREMISES**, take possession thereof, and remove all persons as provided by law.

10. **SURRENDER OF POSSESSION:** At the expiration of this Agreement, **LESSEE** promises and agrees to deliver unto **LESSOR** the Leased **PREMISES** in as good condition as at the date of execution of this Agreement, reasonable wear and tear excepted.

11. **INDEMNITY:** **LESSEE** agrees to indemnify, protect, defend and hold **LESSOR** and its officers, agents and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of **LESSEE'S** use or the use of any guests, invitees or agents of **LESSEE** of the leased **PREMISES**. Upon demand **LESSEE** shall, at its own expense, defend **LESSOR**, and its officers, agents

Attachment: 22-23 Agreement (RES-2022-253 : 2022-2023 Sheriff's Office Northern Sub-Station Lease Agreement)

and employees, against any and all such liabilities, claims, demands, actions, losses, damages, and costs of any type or nature arising from the sole negligence of **LESSEE**. **LESSOR** shall indemnify, protect, defend, and hold **LESSEE** and its officers, agents, and employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of, or in any way related to **LESSOR'S** obligations to maintain and repair the **PREMISES**, or any negligence of **LESSOR**, or any structural or other defects of the **PREMISES**.

12. **INSURANCE:** **LESSEE** will provide insurance coverage as of the commencement of this Lease and during any right of occupancy of the leased **PREMISES** and shall maintain coverage in full force and in effect until the termination of this Lease Agreement as follows:

A. **General Liability and Bodily Insurance**: **LESSEE** shall obtain and keep in full force and effect general liability coverage of at least One Million Dollars ($1,000,000) combined limit for bodily injury and property damage.

13. **CHANGE OF ADDRESS:** It shall be **LESSOR'S** responsibility to inform **LESSEE** of any change of address.

14. **INSPECTION:** **LESSOR** shall be permitted to enter and view the **PREMISES** at any reasonable time for the purpose of inspecting or maintaining such **PREMISES** and doing any and all things with reference thereto which the **LESSOR** is obligated to do.

15. **TERMINATION PRIOR TO EXPIRATION:**

A. The **LESSOR** shall have the right to terminate this Lease, on the occurrence of any of the following events:

(i) The failure of the **LESSEE** to perform or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this

Attachment: 22-23 Agreement (RES-2022-253 : 2022-2023 Sheriff's Office Northern Sub-Station Lease Agreement)

Lease.

(ii) The abandonment of the leased **PREMISES**. Should this occur **LESSOR** shall not be responsible for the custodial protection of **LESSEE'S** abandoned property, fixtures or equipment.

B. **LESSEE** shall have the right to terminate this Lease upon sixty (60) days written notice.

C. It is mutually agreed that if **LESSEE**, during any fiscal year covered by this Agreement fails to appropriate sufficient funds to continue this Agreement, this Agreement shall be of no further force and effect. California State Constitution Article XVI section 18.

16. **BREACH:** In the event of breach of this Lease by **LESSEE**, **LESSOR** shall be entitled to all rights and remedies provided by law in addition to the specific remedies mentioned herein.

17. **PARTNERSHIP DISCLAIMER:** It is mutually understood and agreed that nothing in this Lease is intended to or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting the **LESSEE** as an agent or representative of the **LESSOR** for any purpose or in any manner whatsoever.

18. **NOTICES:** Any notice to the **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to County Administrative Officer, County of Mariposa, P.O. Box 784, Mariposa, CA 95338. Any notice to the **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to Thomas McHugh, 3350 Riley Street, Eau Clair, WI. 54701.

19. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any

Attachment: 22-23 Agreement (RES-2022-253 : 2022-2023 Sheriff's Office Northern Sub-Station Lease Agreement)

succeeding breach of either the same or other condition or covenant.

20. **SUCCESSOR:** This Lease shall be binding upon and inure to the benefit of all the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

LESSOR:

Thomas McHugh
3350 Riley Street
Eau Claire, WI. 54701

LESSEE:

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

ATTEST:

Keith Williams,
Interim Clerk of
the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: 22-23 Agreement (RES-2022-253 : 2022-2023 Sheriff's Office Northern Sub-Station Lease Agreement)

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-254

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: 2022-2023 Animal Control Lease Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve a Lease Agreement with William Freeman for the property located at 5012 Fairgrounds Drive for use as an Animal Control Facility; and Authorize the Board of Supervisors Chair to sign the Agreement.

The lease agreement for the property located at 5012 Fairgrounds Drive, Mariposa, California. The property leased has been used by Mariposa County Animal Control to house abandoned, lost and owner released animals. The current lease agreement for the property will expire on June 30, 2022.

The lease agreement is for one (1) year and would be in place from July 1, 2022 through June 30, 2023.

The lease agreement is for $32,854.56.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has annually approved this Lease Agreement since December 2001.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the lease agreement is not authorized the Mariposa County Animal Control Facility will need to be relocated to new site by June 30, 2022.

FINANCIAL IMPACT:
The lease agreement has been included in the FY23 budget request

ATTACHMENTS:
22-23 Lease Agreement (PDF)

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

REF ID# 12873

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into in the County of Mariposa, State of California, as of July 1, 2022, by and between William A. Freeman, hereinafter referred to as **LESSOR**, and the County of Mariposa, hereinafter referred to as **LESSEE**.

WITNESSETH

WHEREAS, **LESSOR** owns real property located in the County of Mariposa commonly known as 5012 Fairgrounds Drive, Mariposa, California 95338; and

WHEREAS, the parties wish to provide for the leasing of said property by the **LESSOR** to the **LESSEE**;

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:

1. **PREMISES:** The leased **PREMISES** is the real property located in the County of Mariposa commonly known as the Mariposa County Sheriff's Animal Control Facility, 5012 Fairgrounds Drive, Mariposa, California.

2. **CONSIDERATION**: For and in consideration of Two Thousand Six Hundred Ninety-seven and 42/100 Dollars ($2697.42) per month for the months of July Through December 2022 and the sum of Two Thousand Seven Hundred Seventy-eight and 34/100 Dollars ($2778.34) for the months of January through June 30, 2023. **LESSOR** agrees to lease the real property described above commencing July 1, 2022 and terminating on June 30, 2023. This Lease is renewable thereafter as mutually agreed by the **LESSOR** and **LESSEE**.

Attachment: 22-23 Lease Agreement (RES-2022-254 : 2022-2023 Animal Control Lease Agreement)

3. **USE:** The **PREMISES** which are the subject of this Lease shall be used as a Impound Facility for unwanted/stray domestic pets from Mariposa County and serve as the Office for Mariposa County Animal Control Staff. **LESSEE** hereby warrants that it is a 3200 sq. ft. metal building with vehicle parking area adjacent to the building.

4. **COMPLIANCE WITH LAW:** **LESSEE** shall comply with all laws, ordinances, rules, regulations and requirement of county, state and federal government, or of any department, bureau or official thereof having jurisdiction.

5. **INSPECTION BY CERTIFIED ACCESS SPECIALIST:** As required by California Civil Code section 1938, **LESSOR** represents that premises have not undergone inspection by a Certified Access Specialist (CASp).

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

6. **ASSIGNMENT:** Except as expressly provided herein, **LESSEE** shall not assign this Lease nor any right hereunder, nor sublet the **PREMISES**, nor any part thereof, or suffer any other person to occupy the said **PREMISES** or any portion thereof without prior written consent of the **LESSOR**, which consent shall not be unreasonably withheld. Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of **LESSOR** terminate this Lease. This provision does not prohibit the **LESSEE** from renting or allowing other parties to utilize the **PREMISES** for permitted functions and events.

Attachment: 22-23 Lease Agreement (RES-2022-254 : 2022-2023 Animal Control Lease Agreement)

7. **IMPROVEMENTS, CONSTRUCTION, ALTERATION, REMOVAL: LESSEE** may maintain on the **PREMISES** improvements as necessary to facilitate the use of the **PREMISES**. Any such structure and/or alteration shall remain the sole and separate property of **LESSEE** and at the termination of this Lease shall be removed at the **LESSEE'S** expense within a reasonable time or disposed of as otherwise mutually agreed by **LESSEE** and **LESSOR**.

8. **MAINTENANCE AND REPAIR**: **LESSEE** will be responsible for all maintenance and repairs of **LESSEE** installed interior improvements. **LESSEE** agrees to maintain the **PREMISES** in a clean and orderly condition at all times, and in accordance with safety and fire codes and other applicable federal and state laws and ordinances of the County of Mariposa. **LESSOR** shall notify the **LESSEE** in writing of any necessary maintenance or repair of any structure placed on the leased **PREMISES** by **LESSEE**. **LESSOR** shall maintain and repair all structures and utilities, including but not limited to heat, air conditioning, water, and sewer. Failure to repair and maintain the **PREMISES** shall be a breach of this Lease and **LESSEE** may at its option terminate this Lease.

9. **RIGHT OF RE-ENTRY OF LESSOR:** It is expressly agreed that in the event **LESSEE** creates or causes any breach of this Lease, **LESSOR** shall have the right and option to re-enter said **PREMISES**, take possession thereof, and remove all persons as provided by law.

10. **SURRENDER OF POSSESSION:** At the expiration of this Agreement, **LESSEE** promises and agrees to deliver unto **LESSOR** the Leased **PREMISES** in as good condition as at the date of execution of this Agreement, reasonable wear and tear excepted.

11. **INDEMNITY: LESSEE** agrees to indemnify, protect, defend and hold **LESSOR** and its officers, agents and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not

Attachment: 22-23 Lease Agreement (RES-2022-254 : 2022-2023 Animal Control Lease Agreement)

limited to, all costs of defense thereof, caused by or arising out of **LESSEE'S** use or the use of any guests, invitees or agents of **LESSEE** of the leased **PREMISES**. Upon demand **LESSEE** shall, at its own expense, defend **LESSOR**, and its officers, agents and employees, against any and all such liabilities, claims, demands, actions, losses, damages, and costs of any type or nature arising from the sole negligence of **LESSEE**. **LESSOR** shall indemnify, protect, defend, and hold **LESSEE** and its officers, agents, and employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of, or in any way related to **LESSOR'S** obligations to maintain and repair the **PREMISES**, or any negligence of **LESSOR**, or any structural or other defects of the **PREMISES**.

12. **INSURANCE:** **LESSEE** will provide insurance coverage as of the commencement of this Lease and during any right of occupancy of the leased **PREMISES** and shall maintain coverage in full force and in effect until the termination of this Lease Agreement as follows:

A. **General Liability and Bodily Insurance**: **LESSEE** shall obtain and keep in full force and effect general liability coverage of at least One Million Dollars ($1,000,000) combined limit for bodily injury and property damage.

13. **CHANGE OF ADDRESS:** It shall be **LESSOR'S** responsibility to inform **LESSEE** of any change of address.

14. **INSPECTION:** **LESSOR** shall be permitted to enter and view the **PREMISES** at any reasonable time for the purpose of inspecting or maintaining such **PREMISES** and doing any and all things with reference thereto which the **LESSOR** is obligated to do.

15. **TERMINATION PRIOR TO EXPIRATION:**

A. The **LESSOR** shall have the right to terminate this Lease, on the occurrence of any of the following events:

Attachment: 22-23 Lease Agreement (RES-2022-254 : 2022-2023 Animal Control Lease Agreement)

(i) The failure of the **LESSEE** to perform or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Lease.

(ii) The abandonment of the leased **PREMISES**. Should this occur **LESSOR** shall not be responsible for the custodial protection of **LESSEE'S** abandoned property, fixtures or equipment.

B. **LESSEE** shall have the right to terminate this Lease upon sixty (60) days written notice.

C. It is mutually agreed that if **LESSEE**, during any fiscal year covered by this Agreement fails to appropriate sufficient funds to continue this Agreement, this Agreement shall be of no further force and effect. California State Constitution Article XVI section 18.

16. **BREACH:** In the event of breach of this Lease by **LESSEE**, **LESSOR** shall be entitled to all rights and remedies provided by law in addition to the specific remedies mentioned herein.

17. **PARTNERSHIP DISCLAIMER:** It is mutually understood and agreed that nothing in this Lease is intended to or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting the **LESSEE** as an agent or representative of the **LESSOR** for any purpose or in any manner whatsoever.

18. **NOTICES:** Any notice to the **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to County Administrative Officer, County of Mariposa, P.O. Box 784, Mariposa, CA 95338. Any notice to the **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to William A. Freeman, 624 Shadowhawk Way, Walnut Creek, CA. 94595.

19. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein

Attachment: 22-23 Lease Agreement (RES-2022-254 : 2022-2023 Animal Control Lease Agreement)

contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

20. **SUCCESSOR:** This Lease shall be binding upon and inure to the benefit of all the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

LESSOR:

William A. Freeman
624 Shadowhawk Way
Walnut Creek, CA. 94595

LESSEE:

Rosemarie Smallcomb, Chair
Mariposa County Board of Supervisors

ATTEST:

Keith Williams
Interim Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: 22-23 Lease Agreement (RES-2022-254 : 2022-2023 Animal Control Lease Agreement)

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-255

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: 22-23 Lease Agreement for Sheriff's Office OES Offices and County EOC Building

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RECOMMENDATION AND JUSTIFICATION:
Approve a Lease Agreement with Steve Wells for the Sheriff's Office OES Office Space in a Amount Not To Exceed $25,200; and Authorize the Board of Supervisors Chair to Sign the Lease Agreement.

Terms for the lease of the property is Twenty One Hundred dollars ($2100) per month for FY23. The cost associated with the lease agreement for FY23 is included in the requested Budget. The lease covers the time period from July 1, 2022, through June 30, 2023, and is for the current office space located at 5080 and 5082 Bullion Street in Mariposa. This leased office space will provide appropriate space for the Sheriff's Office OES Unit and support staff.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has approved similar lease agreements with the property owner over the last several years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action would require an alternative location to be identified to support office staff within the Mariposa County Sheriff's Office.

FINANCIAL IMPACT:
The annual lease amount is $25,200. This expenditure has been requested in the FY23 budget.

ATTACHMENTS:
22-23 OES Lease Agreement (PDF)

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

REF ID# 12875

Attachment: 22-23 OES Lease Agreement (RES-2022-255 : 22-23 Lease Agreement for Sheriff's Office OES Offices and County EOC Building)

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into in the County of Mariposa, State of California, as of July 1, 2022, by and between Steven Wells, hereinafter referred to as **LESSOR**, and the County of Mariposa, hereinafter referred to as **LESSEE**.

WITNESSETH

WHEREAS, **LESSOR** owns real property located in the County of Mariposa commonly known as 5080 and 5082 Bullion Street, California; and

WHEREAS, the parties wish to provide for the leasing of said property by the **LESSOR** to the **LESSEE**;

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:

1. **PREMISES:** The leased **PREMISES** is the real property located in the County of Mariposa commonly known as 5080 and 5082 Bullion Street, California.

2. **CONSIDERATION**: For and in consideration of Two Thousand One Hundred Dollars ($2100) per month. **LESSOR** agrees to lease the real property described above commencing July 1, 2022 and terminating on June 30, 2023. This Lease is renewable thereafter as mutually agreed by the **LESSOR** and **LESSEE**.

3. **USE:** The **PREMISES** which are the subject of this Lease shall be used as an office for the Mariposa County Sheriff's Office OES Unit and staff. **LESSEE** hereby

warrants that it is a suitable building for the Sheriff's Office with vehicle parking adjacent to the building.

4. **COMPLIANCE WITH LAW:** **LESSEE** shall comply with all laws, ordinances, rules, regulations and requirement of county, state and federal government, or of any department, bureau or official thereof having jurisdiction.

5. **INSPECTION BY CERTIFIED ACCESS SPECIALIST:** As required by California Civil Code section 1938, **LESSOR** represents that premises have not undergone inspection by a Certified Access Specialist (CASp).

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

6. **ASSIGNMENT:** Except as expressly provided herein, **LESSEE** shall not assign this Lease nor any right hereunder, nor sublet the **PREMISES**, nor any part thereof, or suffer any other person to occupy the said **PREMISES** or any portion thereof without prior written consent of the **LESSOR**, which consent shall not be unreasonably withheld. Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of **LESSOR** terminate this Lease. This provision does not prohibit the **LESSEE** from renting or allowing other parties to utilize the **PREMISES** for permitted functions and events.

7. **IMPROVEMENTS, CONSTRUCTION, ALTERATION, REMOVAL: LESSEE** may

Attachment: 22-23 OES Lease Agreement (RES-2022-255 : 22-23 Lease Agreement for Sheriff's Office OES Offices and County EOC Building)

maintain on the **PREMISES** improvements as necessary to facilitate the use of the **PREMISES**. Any such structure and/or alteration shall remain the sole and separate property of **LESSEE** and at the termination of this Lease shall be removed at the **LESSEE'S** expense within a reasonable time or disposed of as otherwise mutually agreed by **LESSEE** and **LESSOR**.

8. **MAINTENANCE AND REPAIR**: **LESSEE** will be responsible for all maintenance and repairs of **LESSEE** installed interior improvements. **LESSEE** agrees to maintain the **PREMISES** in a clean and orderly condition at all times, and in accordance with safety and fire codes and other applicable federal and state laws and ordinances of the County of Mariposa. **LESSOR** shall notify the **LESSEE** in writing of any necessary maintenance or repair of any structure placed on the leased **PREMISES** by **LESSEE**. **LESSOR** shall maintain and repair all structures and utilities, including but not limited to heat, air conditioning, water, and sewer. Failure to repair and maintain the **PREMISES** shall be a breach of this Lease and **LESSEE** may at its option terminate this Lease.

9. **RIGHT OF RE-ENTRY OF LESSOR:** It is expressly agreed that in the event **LESSEE** creates or causes any breach of this Lease, **LESSOR** shall have the right and option to re-enter said **PREMISES**, take possession thereof, and remove all persons as provided by law.

10. **SURRENDER OF POSSESSION:** At the expiration of this Agreement, **LESSEE** promises and agrees to deliver unto **LESSOR** the Leased **PREMISES** in as good condition as at the date of execution of this Agreement, reasonable wear and tear excepted.

11. **INDEMNITY:** **LESSEE** agrees to indemnify, protect, defend and hold **LESSOR** and its officers, agents and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of **LESSEE'S** use or the use of any guests, invitees or agents of **LESSEE** of the leased **PREMISES**. Upon

Attachment: 22-23 OES Lease Agreement (RES-2022-255 : 22-23 Lease Agreement for Sheriff's Office OES Offices and County EOC Building)

demand **LESSEE** shall, at its own expense, defend **LESSOR**, and its officers, agents and employees, against any and all such liabilities, claims, demands, actions, losses, damages, and costs of any type or nature arising from the sole negligence of **LESSEE**. **LESSOR** shall indemnify, protect, defend, and hold **LESSEE** and its officers, agents, and employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of, or in any way related to **LESSOR'S** obligations to maintain and repair the **PREMISES**, or any negligence of **LESSOR**, or any structural or other defects of the **PREMISES**.

12. **INSURANCE:** **LESSEE** will provide insurance coverage as of the commencement of this Lease and during any right of occupancy of the leased **PREMISES** and shall maintain coverage in full force and in effect until the termination of this Lease Agreement as follows:

A. **General Liability and Bodily Insurance**: **LESSEE** shall obtain and keep in full force and effect general liability coverage of at least One Million Dollars ($1,000,000) combined limit for bodily injury and property damage.

13. **CHANGE OF ADDRESS:** It shall be **LESSOR'S** responsibility to inform **LESSEE** of any change of address.

14. **INSPECTION:** **LESSOR** shall be permitted to enter and view the **PREMISES** at any reasonable time for the purpose of inspecting or maintaining such **PREMISES** and doing any and all things with reference thereto which the **LESSOR** is obligated to do.

15. **TERMINATION PRIOR TO EXPIRATION:**

A. The **LESSOR** shall have the right to terminate this Lease, on the occurrence of any of the following events:

(i) The failure of the **LESSEE** to perform or observe any of the terms,

Attachment: 22-23 OES Lease Agreement (RES-2022-255 : 22-23 Lease Agreement for Sheriff's Office OES Offices and County EOC Building)

covenants and conditions which it is obligated to perform, keep or observe under this Lease.

(ii) The abandonment of the leased **PREMISES**. Should this occur **LESSOR** shall not be responsible for the custodial protection of **LESSEE'S** abandoned property, fixtures or equipment.

B. **LESSEE** shall have the right to terminate this Lease upon sixty (60) days written notice.

C. It is mutually agreed that if **LESSEE**, during any fiscal year covered by this Agreement fails to appropriate sufficient funds to continue this Agreement, this Agreement shall be of no further force and effect. California State Constitution Article XVI section 18.

16. **BREACH:** In the event of breach of this Lease by **LESSEE**, **LESSOR** shall be entitled to all rights and remedies provided by law in addition to the specific remedies mentioned herein.

17. **PARTNERSHIP DISCLAIMER:** It is mutually understood and agreed that nothing in this Lease is intended to or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting the **LESSEE** as an agent or representative of the **LESSOR** for any purpose or in any manner whatsoever.

18. **NOTICES:** Any notice to the **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to Mariposa County Sheriff, P.O. Box 276, Mariposa, CA 95338. Any notice to the **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to Steve Wells, P.O. Box 464 Mariposa, CA 95338 .

19. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or

Attachment: 22-23 OES Lease Agreement (RES-2022-255 : 22-23 Lease Agreement for Sheriff's Office OES Offices and County EOC Building)

prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

20. **SUCCESSOR:** This Lease shall be binding upon and inure to the benefit of all the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

LESSOR:

Steve Wells, Owner

LESSEE:

Rosemarie Smallcomb, Chair
Mariposa County Board of Supervisors

ATTEST:

Keith Williams
Interim Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: 22-23 OES Lease Agreement (RES-2022-255 : 22-23 Lease Agreement for Sheriff's Office OES Offices and County EOC Building)

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-256

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve One Overhire Animal Control Officer Position

RECOMMENDATION AND JUSTIFICATION:
Approve One Over-Hire of an Animal Control Officer, Effective May 1, 2022.

A letter of intent to retire as of July 1, 2022 was received from the current ACO incumbent. Due to the extensive training requirements, it is vital the incoming employee work as closely with the current incumbent as possible.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has approved over-hire positions in the past when it is beneficial to the County's ability to continue to provide critical county services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board chooses to not allow the over-hire of this position, the Sheriff's Office would be forced to operate with continued low staffing and possibility of incurring greater overtime costs.

FINANCIAL IMPACT:
No financial impact, funding for this over-hire of an Animal Control position is included in the current Budget.

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

REF ID# 12876

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED 2022-257

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Investment Policy and Guidelines

RECOMMENDATION AND JUSTIFICATION:
Authorize the annual authority of the Treasurer to invest and reinvest funds of the County and funds of the other depositors pursuant to Government Code Sections 27000.1 and 53607; Approve the Investment Policy and Guidelines for the County of Mariposa pursuant to Government Code Section 53646(a) (1); and authorize the Board of Supervisors Chair to sign the Investment Policy and Guidelines.

The Local Agency Investment Fund (LAIF) has been added to section III C.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved both actions in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County would be out of compliance with Government Code.

ATTACHMENTS:
27000 (PDF)
2022 Mariposa Investment Policy and Guidelines_Final (PDF)

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

REF ID# 12898

Government Code

27000.1.
Subject to Section 53607, the board of supervisors may, by ordinance, delegate to the county treasurer the authority to invest or reinvest the funds of the county and the funds of other depositors in the county treasury, pursuant to Chapter 4 (commencing with Section 53600) of Part 1 of Division 2 of Title 5. The county treasurer shall thereafter assume full responsibility for those transactions until the board of supervisors either revokes its delegation of authority, by ordinance, or decides not to renew the annual delegation, as provided in Section 53607. Nothing in this section shall limit the county treasurer's authority pursuant to Section 53635 or 53684.
(Amended by Stats. 1996, Ch. 749, Sec. 1. Effective January 1, 1997.)

53607.
The authority of the legislative body to invest or to reinvest funds of a local agency, or to sell or exchange securities so purchased, may be delegated for a one-year period by the legislative body to the treasurer of the local agency, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transactions to the legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year.
(Amended by Stats. 1996, Ch. 749, Sec. 6. Effective January 1, 1997.)

53646.
(a) (1) In the case of county government, the treasurer may annually render to the board of supervisors and any oversight committee a statement of investment policy, which the board shall review and approve at a public meeting. Any change in the policy shall also be reviewed and approved by the board at a public meeting.
Amended by Stats. 2009, Ch. 332, Sec. 68.5. (SB 113) Effective January 1, 2010.)

Attachment: 27000 (RES-2022-257 : Investment Policy and Guidelines)

Treasurer
County of Mariposa

Investment Policy and Guidelines

I. Investment Policy Objectives

When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the primary objective of a Trustee shall be to safeguard the principal of the funds under its control. The secondary objective shall be to meet the liquidity needs of the depositor. The third objective shall be to achieve a competitive return on the funds under its control (Sec. 53600.5 of the Government Code).

II. Investment Criteria

A. Overseeing investments for Mariposa County is the responsibility of the County Treasurer. This responsibility includes the authority to:

1. Determine the maturity of the portfolio. This will be based on cash flow needs, the market curve and diversification. The average weighted maturity is dependent on the needed liquidity and diversification and cannot exceed the maximum five-year maturity allowed by the Government Code.

2. Monitor the investment advisor/manager.

3. Review and consult with the investment managers as to specific needs, using the criteria stated.

4. Open account with brokers, bank and dealers.

5. Establish the safekeeping accounts or other arrangements for the custody of securities.

6. Execute all necessary documents for the above.

B. As authorized by the Board of Supervisors, the County Treasurer has authority to invest or reinvest the funds of the County and the funds of other depositors in the County Treasury (Sec. 53600 of the Government Code).

C. The authority hereby granted to the Treasurer provides full responsibility for those transactions until the delegation of authority is revoked or expire.

Attachment: 2022 Mariposa Investment Policy and Guidelines_Final (RES-2022-257 : Investment Policy and Guidelines)

D. If an investment is downgraded by Moody's Investors Service or Standard & Poor's Corporation, and it is no longer in compliance with guidelines, the Investment Manager will notify the Treasurer with the recommendation to either hold or sell the position. Final decision will be subject to the Treasurer's approval.

E. Should a local agency within Mariposa County, not required by California law to deposit monies with the Treasurer desire entry into the Treasurer's Investment Pool, the agency shall comply with the requirements of Section 53684 of the California Government code and provide to the Treasurer a resolution adopted by its governing board stating excess funds are available for the purposes of investment. The resolution shall specify that the local agency authorizes the investment of excess funds pursuant to Section 53684, those persons authorized at the agency to coordinate the transactions, the agency's willingness to be bound by the withdrawal provisions of the California Government Code Section 27136, and the agency's understanding that administrative charges will be deducted by the Treasurer as permitted by Sections 53684(b) and 27013. Subject to the approval/disapproval of the County Board of Supervisors, the Treasurer shall approve or disapprove such agency's request in writing.

Monies deposited by local agencies approved for entry into the Treasurer's Investment Pool will be invested in the Local Agency Investment Fund (LAIF). To participate in the Extended Fund, the local agency must sign a waiver indicating their understanding of the possible NAV risk involved.

F. Notwithstanding any other provision of law, other public entities, agencies or officials seeking withdrawal of funds held in the County treasury pool, for the purpose of investing or depositing those funds outside the County treasury pool, shall first submit the request in writing to the County Treasurer. The Treasurer shall evaluate each proposed withdrawal for its consistency with the criteria adopted pursuant to Subdivision (h) of Sec. 27133 of the Government Code. In approving a request, the County Treasurer must find that the proposed withdrawal will not adversely affect the interests of the other depositors in the pool (Sec. 27136 (a) & (b) of the Government Code).

G. Pursuant to GC sec. 27013, administrative and overhead costs include but are not limited to portfolio management, bank and custodial fees, software maintenance and other indirect costs incurred from handling or managing funds.

Investment earnings and the above fee charge will be allocated to the pool participants on a quarterly basis.

III. Eligible Investments

Attachment: 2022 Mariposa Investment Policy and Guidelines_Final (RES-2022-257 : Investment Policy and Guidelines)

Eligible investments are those instruments that are outlined in Section 53601 of the Government Code (as further detailed below):

A. Surplus money in the treasury not required for the immediate necessities of the local agency may be invested as deemed wise or expedient in those investments set forth by law.

B. Investments may be made in any money market mutual fund as long as it meets the following requirements: (1) is registered with the S.E.C. and (2) either has a "AAA" rating from two rating agencies or has an investment advisor with five years experience with assets under management of Five Hundred Million Dollars or more. Investment in any one mutual fund is limited to ten percent of total investments and up to twenty percent is allowed in money market mutual funds overall.

C. Approved Investments:

1. United States Treasury Securities

2. United States Government Agency (Direct/Indirect) Securities

3. Municipal Securities of local and state entities within the State of California

4. Bankers' Acceptances

   Bankers' Acceptances which are eligible for purchase by the Federal Reserve System cannot exceed one hundred-eighty days, and are limited to forty percent of the portfolio's surplus funds and no more than thirty percent per bank.

5. Certificates of Deposit

   Only negotiable Certificates of Deposits issued by nationally or state-chartered banks, state or federal associations (savings & loans and savings banks) are acceptable and purchases may not exceed thirty percent of the portfolio's surplus funds.

6. Commercial Paper

   A) Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

      (1) The entity meets the following criteria:(A) Is organized and operating in the United States as a general corporation.

Attachment: 2022 Mariposa Investment Policy and Guidelines_Final (RES-2022-257 : Investment Policy and Guidelines)

(B) Has total assets in excess of five hundred million dollars ($500,000,000). (C) Has debt other than commercial paper, if any, that is rated "A" or higher by a nationally recognized statistical-rating organization (NRSRO).

(2) The entity meets the following criteria: (A) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (B) Has programwide credit enhancements including, but not limited to, overcollateralization, letters of credit, or surety bond.(C) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization (NRSRO). Eligible commercial paper shall have a maximum maturity of 270 days or less. Local agencies, other than counties or a city and county, may invest no more than 25 percent of their money in eligible commercial paper. Local agencies, other than counties or a city and county, may purchase no more than 10 percent of the outstanding commercial paper of any single issuer. Counties or a city and county may invest in commercial paper pursuant to the concentration limits in subdivision (a) of Section 53635.

B) (1) No more than 40 percent of the local agency's money may be invested in eligible commercial paper.

(2) No more than 10 percent of the local agency's money that may be invested pursuant to this section may be invested in the outstanding commercial paper of any single issuer.

(3) No more than 10 percent of the outstanding commercial paper of any single issuer may be purchased by the local agency.

7. Medium-Term Notes

Medium-term notes with a maximum of five years maturity, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state operating within the United States are approved. Purchases of medium-term notes may not exceed thirty percent of the agency’s surplus money which may be invested pursuant to this section.

8. Asset Backed Securities

Any consumer receivable pass-through certificate, or consumer receivable-backed bond of a maximum of five years maturity is acceptable. Securities

Attachment: 2022 Mariposa Investment Policy and Guidelines_Final (RES-2022-257 : Investment Policy and Guidelines)

eligible for investment under this subdivision shall be issued by an issuer having an "A" or higher rating for the issuer's debt as provided by a nationally recognized rating service and rated in a rating category of "AA" or its equivalent or better by a nationally recognized rating service. Purchase of securities authorized by this subdivision may not exceed twenty percent of the agency's surplus money that may be invested pursuant to this section.

9. Repurchase and Reverse Repurchase Agreements

Investments in repurchase agreements or reverse repurchase agreements are subject to the requirements for authorized securities under Section 53601, which include delivery requirements. All agreements must be made with primary dealers only.

a) Repurchase agreement means a purchase of securities pursuant to an agreement by which the counter party seller will repurchase the securities on or before a specified date and for a specified amount. The counter party will deliver the underlying securities by book entry, physical delivery, or by third party custodial agreement, unless the term is one week or less.

Investments in repurchase agreements may be made when the term of the agreement does not exceed one year. The market value of securities that underlay a repurchase agreement shall be valued at one-hundred-two percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly.

b) Reverse repurchase agreement means a sale of securities by the local agency pursuant to an agreement by which they will repurchase the securities on or before a specified date. Reverse repurchase agreements may be utilized only when the following conditions are met:

After December 31, 1994, a reverse repurchase agreement may not be entered into with securities not sold on a reverse repurchase agreement and purchased, or committed to purchase,

prior to that date, as a means of financing or paying for the security sold on a reverse repurchase agreement, but may only be entered into with securities owned and previously paid for, for a minimum of thirty days prior to the settlement of the reverse repurchase agreement, in order to supplement the yield on securities owned and previously paid for or to provide funds for the immediate payment of a local agency obligation. Funds obtained or funds within the pool of an equivalent amount to the obtained from selling a security to a counter party by way of a reverse repurchase agreement, on securities originally purchased subsequent to December 31, 1994, shall not be used to purchase

Attachment: 2022 Mariposa Investment Policy and Guidelines_Final (RES-2022-257 : Investment Policy and Guidelines)

another security with a maturity longer than ninety-two days from the initial settlement date of the reverse repurchase agreement, unless the reverse repurchase agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement and the final maturity date of the same security. The spread is the difference between the cost of funds obtained using the reverse repurchase agreement and the earnings obtained on the reinvestment of the funds.

Investments in reverse repurchase agreements, or similar investments in which the local agency sells securities prior to purchase, may only be made upon prior approval of the governing body of the local agency. Investments in reverse repurchase agreements cannot exceed twenty percent of the portfolio.

10. Local Agency Investment Fund (LAIF) State Controllers Office, State of California.

11. California Asset Management Program (CAMP)

    Shares of beneficial interest issued by a joint powers authority (JPA) organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

    (1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.

    (2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.

    (3) The adviser has assets under management in excess of five hundred million dollars ($500,000,000).

12. Credit Rating Requirements

    a) Short Term Instruments

        Must have a rating of "A1" or better by Standard & Poor's Corporation and "P1" or better by Moody's Investors Service.

    b) Long Term Instruments

Attachment: 2022 Mariposa Investment Policy and Guidelines_Final (RES-2022-257 : Investment Policy and Guidelines)

Must have a rating in the "A" category, or better, by Moody's Investors Service or Standard & Poor's Corporation.

IV. Investments Not Authorized

Investments not authorized by these guidelines are:

A. Bonds, Notes, Warrants or other evidences of indebtedness of a local agency outside of California.

B. Prohibited derivatives: inverse floaters, interest-only collateralized mortgage obligation strips, range notes and zero-interest accrual securities, or any other investment that may be added by the Government Code.

C. All investments as outlined in Sec. 53601.6 of the Government Code.

V. Safekeeping

Investments for safekeeping shall be in accordance with Sec. 53601 of the Government Code. Securities purchased should be delivered against payment and held in a custodian/safekeeping account at the approved safekeeping bank.

VI. Reporting/Review

A. The County Treasurer shall prepare and submit to the Board of Supervisors an annual written statement of investment policy, which shall be considered by the Board of Supervisors at a public meeting (Sec. 16481.2 of the Government Code).

B. The Treasurer shall render a quarterly report to the County Administrative Officer, Auditor and the Board of Supervisors-containing detailed information on all securities, investments, funds of the local agency, statement of investment policy compliance and a statement of the local agency's ability to meet the expenditure requirements of its pool for the next six months. In addition, the Treasurer shall report whatever additional information or data required by the Board (Sec. 53646 of the Government Code).

C. The Treasurer shall provide a monthly report of transactions to the Board of Supervisors (Sec. 53607 of the Government Code).

D. The County Treasurer may cause an annual audit to be conducted to determine the County treasury's compliance with these guidelines. The audit may include issues relating to the structure of the investment portfolio and risk (Sec. 27134 of the Government Code).

Attachment: 2022 Mariposa Investment Policy and Guidelines_Final (RES-2022-257 : Investment Policy and Guidelines)

VII. Criteria for Security Brokers and Dealers

A. Brokerage business will not be based solely on best price execution, but will also be based on certain non-monetary benefits offered by those firms. These may include, among other things:

1. Special execution capabilities
2. Settlement
3. Financial strength and stability
4. Efficiency of execution
5. Error resolution

B. Selection of any broker, brokerage, dealer, or securities firm that has, within any consecutive forty-eight-month period following January 1, 1996, made a political contribution in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board to the local treasurer, any member of the governing board of the local agency, or any candidate for those offices is prohibited.

VIII Treasury Oversight

The County Treasurer shall annually prepare an investment policy that will be reviewed and monitored by the Mariposa County Board of Supervisors.

IX. References

A. The California Debt and Investment Advisory Commission's responsibility is to provide a continuing education program for local government investment officials and to undertake other activities conducive to the disclosure of investment practices and strategies for oversight purposes.

B. Governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to law, are Trustees and, therefore, fiduciaries subject to the prudent investor standard (Sec. 53600.3 of the Government Code).

C. Funds deposited in the County pool for investment are not subject to

Attachment: 2022 Mariposa Investment Policy and Guidelines_Final (RES-2022-257 : Investment Policy and Guidelines)

impoundment or seizure by the County (prohibits local funds in Local Agency Investment Fund from being transferred, loaned, impounded or seized).

D. Honoraria, gifts and gratuities are to be within the guidelines of the Fair Political Practice Commission's Political Reform Act:

1. No person associated with the oversight, management or daily operations of Mariposa County's investment funds shall accept any honorarium if required to report it on their statement of economic interests (Sec. 89502 (c) of the Political Reform Act). This restriction applies to the Board of Supervisors, Treasurer, Assistant Treasurer, and Investment Officer.

2. No designated employee shall accept gifts from any single source in any calendar year with a total value of more than Two Hundred Fifty Dollars (Sec. 89503 (c) of the Political Reform Act).

Attachment: 2022 Mariposa Investment Policy and Guidelines_Final (RES-2022-257 : Investment Policy and Guidelines)

APPROVED AND AGREED:

COUNTY OF MARIPOSA BOARD OF SUPERVISORS

_____ _____
Rosemarie Smallcombe, Chair **Date**

APPROVED AS TO FORM:

_____ _____
Steven W. Dahlem, County Counsel **Date**

ATTEST: _____
Keith Williams, Interim Clerk of the Board

By:_____ _____
Deputy **Date**

Attachment: 2022 Mariposa Investment Policy and Guidelines_Final (RES-2022-257 : Investment Policy and Guidelines)

MARIPOSA COUNTY

District Attorney/Victim Witness · (209) 966-3626

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: "Crime Victims' Rights Week" 2022 Proclamation

RECOMMENDATION AND JUSTIFICATION:

Proclaim April 24th - 30th, 2022, as "Crime Victims' Rights Week".

Since 1981, National Crime Victims' Rights Week (NCVRW) has challenged the Nation to confront and remove barriers to achieving justice for all victims of crime. During NCVRW, we celebrate the accomplishments of the victims' rights movement through the dedicated work of advocates, lawmakers, victim service providers, and most importantly, the voices of survivors who have led the way in ensuring our communities

Every April, the Office for Victims of Crime (OVC) leads communities throughout the country in their annual observances of NCVRW. The 2022 NCVRW theme is rights, access, equity, for all victims. The theme underscores the importance of helping crime survivors find their justice by—enforcing victims' rights, expanding access to services, and ensuring equity and inclusion for all.

By approving the Crime Victims' Rights Week Proclamation it will bring awareness to services and resources for victims in Mariposa County. The Mariposa County District Attorney's Office along with the Victim Witness Program are dedicated to ensuring victims receive support and acknowledgement of their rights.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This April 24th- 30th, 2022, the Office for Victim's of Crime will be commemorating its 41st anniversary of National Crime Victims' Rights Week.

Mariposa County Victim Witness Services was approved by the Board of Supervisors in 1991 to support those affected by crime in our community.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
There would be a lack of recognition by the community that victims of crime are entitled to rights and services.

ATTACHMENTS:

Agenda Item - No Resolution Requested 2022-47

Crime Victims' Week (PDF)
Victim Impact Statement-NCVRW 2022 (PDF)
NCVRW 2022 Poster-Final (PDF)

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

The Mariposa County Board of Supervisors

proclaims the

Week of April 24th – 30th, 2022

as

"Crime Victims' Rights Week"

To acknowledge those who have been directly affected by crime in Mariposa County each year and the many family members, friends, neighbors, and co-workers who also feel the effects. The physical, emotional, and financial impact of crime affects people of all ages, abilities, race, and socioeconomic status.

The Board of Supervisors expresses sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

Dated: April 26, 2022

ROSEMARIE SMALLCOMBE, District I Supervisor

TOM SWEENEY, District II Supervisor

MARSHALL LONG, District III Supervisor

WAYNE FORSYTHE, District IV Supervisor

MILES MENETREY, District V Supervisor

Attachment: Crime Victims' Week (2022-47 : "Crime Victims' Rights Week" 2022 Proclamation)

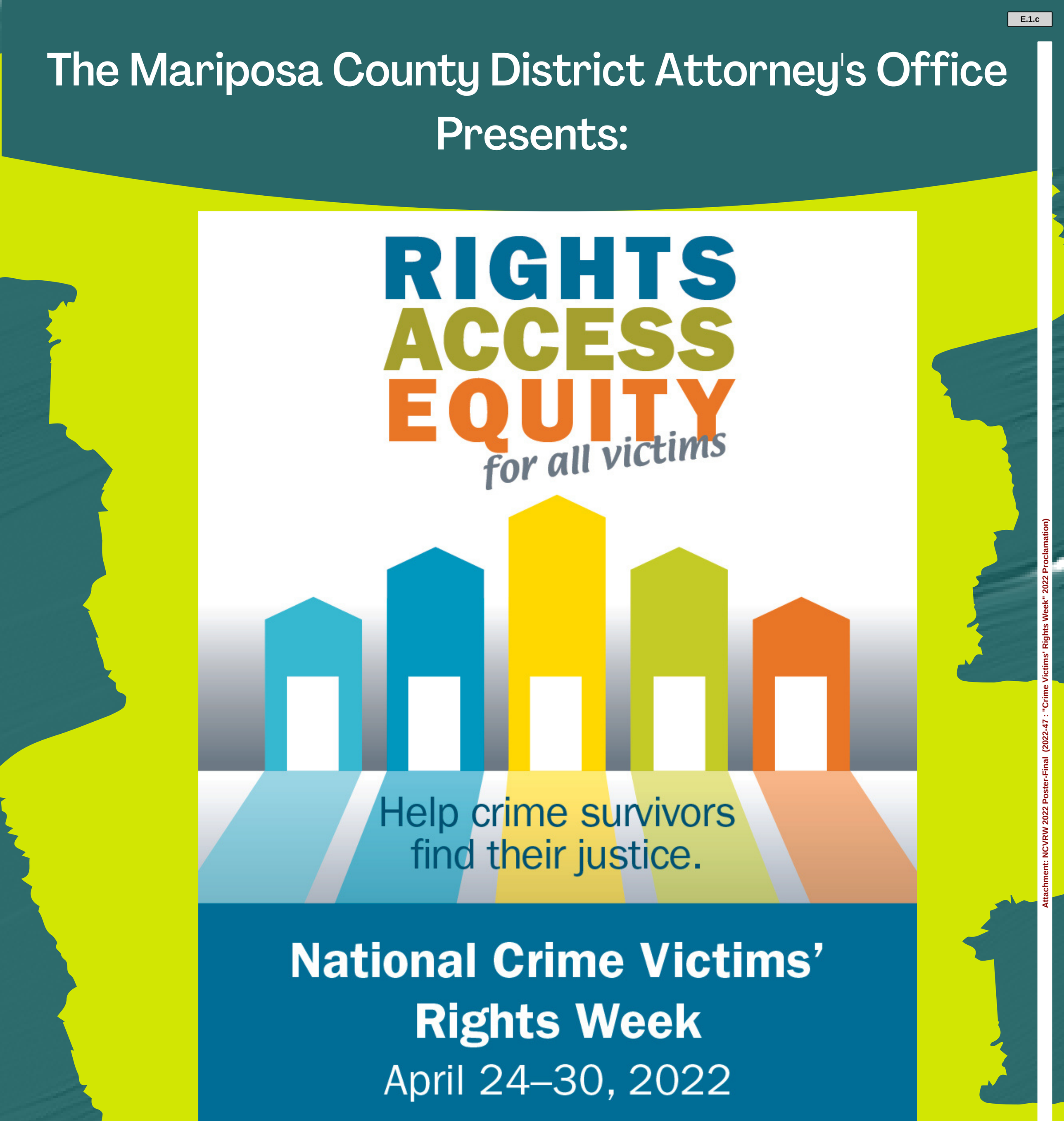
1. What happened to me last December has caused me to feel very distant towards my family. No one in my family knows about what happened, therefore, I am always incredibly nervous to see how my parents would react to all of this if they were to find out. For almost a year now, I have not been my complete self around my family because of this very personal, traumatizing experience. And I believe I will live the rest of my life forever scarred from the events that transpired last year.
2. This crime has had a huge impact on me. I've had to seek therapy and counseling. I no longer feel completely safe, especially when I'm with others who I vaguely know. I do things that I didn't normally do like sleep with my bedroom door closed and locked. My mother, who doesn't know about this crime, once asked why I started to do this, and I told her it hadn't crossed my mind. Of course, this isn't true. For a long time, I also had to sleep with the lights on in order for me to get any sleep. There are very few days in which I don't think of this traumatizing experience and in which I feel fully safe. I can't speak about what happened to me last December for more than a few minutes without breaking down or crying. I jump every time I get a 209 phone call from Mariposa because I'm afraid I will get bad news and I have to go to court. I also have to make sure no one was around to hear because it was my secret. Carrying this secret has been mentally, physically, and emotionally exhausting.
3. As mentioned earlier, I've had to seek counseling, and there have been days where the anxiety and depression from this crime have been too much to handle, and because of this, I've had to miss work on several occasions.
4. As mentioned earlier, I don't feel safe, and I haven't felt safe in almost a whole year. I'm more anxious and worried about simple encounters now. I'm also incredibly fearful of seeing the man who committed this crime again; he has instilled in me a deep, painful anxiety, and I am terrified that he will find out where I am, and he will come and find me. Not a day goes by that I don't think about this. Whenever I go to school or I'm around town, I'm always afraid I'll see him. If someone sort of even resembles him, I have a panic attack because it brings me back to that night.

Attachment: Victim Impact Statement-NCVRW 2022 (2022-47 : "Crime Victims' Rights Week" 2022 Proclamation)

5. I simply want all of this to be over. I don't ever want to see this man again, and I just want to try to live a normal life again.
6. I would just like to let the court know that my life has been a living Hell the past year. My life was forever changed on December 16, 2017, and I'm not sure if I could ever go back to the person I once was before this day. And although my loved ones do not know about this, they can sense that something about me has changed. I worry for them just as much as I worry for myself. When this happened, everyone told me it would be a quick process but it has been going on for almost a year now and because of this I haven't been able to move on. I simply wanted all of this to be over. Thank you.

Attachment: Victim Impact Statement-NCVRW 2022 (2022-47 : "Crime Victims' Rights Week" 2022 Proclamation)

The Mariposa County District Attorney's Office Presents:





Join us as we release a podcast series to commemorate #NCVRW2022.

Find us on Facebook

Mariposa County District Attorney's Victim Witness Assistance Program

Attachment: NCVRW 2022 Poster-Final (2022-47 : "Crime Victims' Rights Week" 2022 Proclamation)

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Proclamation- April 2022 as "Arts, Culture, and Creativity Month"

RECOMMENDATION AND JUSTIFICATION:
Proclaim the Month of April 2022 as "Arts, Culture, and Creativity Month" (Cara Goger, Mariposa Arts Council)

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has historically signed and presented a Proclamation as requested by the Department of Community Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board would miss a valuable opportunity to acknowledge a important month.

ATTACHMENTS:
Arts, Culture, and Creativity Month (PDF)

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

The Mariposa County Board of Supervisors
proclaims

The Month of April 2022
as
"Arts, Culture and Creativity Month"

WHEREAS, the arts work to heal, build community, engage youth, support civic engagement and create jobs; and

WHEREAS, the arts are not only an impressive and important agent for economic development, but also impact societal issues that include health, housing, sustainable land management practices, veterans, transportation and education; and

WHEREAS, California employs the highest number of people in creative industries – architecture, entertainment, fashion, media, and publishing – than any other state in the nation; and

WHEREAS California is the fifth largest economy in the world, with a creative economy in 2019 of approximately $232 billion representing 7.4% of the state's GDP and 779,932 jobs according to the Bureau of Economic Analysis; and

WHEREAS in Mariposa County the arts serve to give voice to our many communities, spark individual creativity, foster empathy, understanding and curiosity, spur civic engagement, support community goals and County priorities, and serve as a continual source of personal enrichment, inspiration, and growth; and

WHEREAS Mariposa County's support of the arts, arts education and creative placemaking is crucial to achieve equitable access to the arts throughout Mariposa County; and

WHEREAS the California Legislature adopted Senate Concurrent Resolution No. 33 on April 25, 2019 proclaiming April 2019, and every April thereafter, as Arts, Culture, and Creativity Month and In 2021, an additional resolution SCR 40 was declared to recognize artists as second responders; and

WHEREAS, efforts must continue to increase funding for the arts, arts education, and cultural bearers.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, proclaims the month of April 2022 as **"Arts, Culture, and Creativity Month".**

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 26th day of April 2022, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Wayne Forsythe, District IV Supervisor

_____
Tom Sweeney, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Marshall Long, District III Supervisor

Attachment: Arts, Culture, and Creativity Month (2022-48 : Proclamation- April 2022 as "Arts, Culture, and Creativity Month")

MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Proclaim the Month of May, 2022 as "Older Americans Month"

RECOMMENDATION AND JUSTIFICATION:
Proclaim the Month of May, 2022 as "Older Americans Month" and Recognize the Significance of This Year's Theme, "Age My Way."

The 2022 theme gives us an opportunity to shine a light on many important issues facing our aging population. More than ever before, older Americans are working longer, trying new things, and engaging in their communities. They are taking charge, striving for health & wellness, focusing on independence, and advocating for themselves and for others--highlighting our Community of Strength!
This also gives us an opportunity to shine a light on many important issues facing older Americans. By working together as a community, we can promote healthy aging and tackle important issues like elder abuse and the need for safe, income-friendly senior housing.

A proclamation by the County of Mariposa Board of Supervisors designating the month of May 2022 as "Older Americans Month" acknowledges the many contributions, past and present, of older adults to our community.

"Older Americans Month" originated in May of 1963 as "Senior Citizens Month" with a presidential proclamation by President John F. Kennedy (JFK). In 1980, President Jimmy Carter changed the name to "Older Americans Month."
Historically, every president since JFK has issued a formal proclamation during or before the month of May, requesting that our entire nation pay tribute to older persons in their communities. Older Americans Month has been a time to acknowledge the many contributions of older individuals to our country and is celebrated across this nation through ceremonies, events, fairs, and other such activities.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has historically signed and presented a Proclamation as requested by the Department of Community Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board would miss a valuable opportunity to endorse and advocate older adults' independence, health, and safety, and the many contributions of our community's senior population.

Agenda Item - No Resolution Requested 2022-49

ATTACHMENTS:
Older Americans Month 2022 - Proclamation (PDF)

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

The Mariposa County Board of Supervisors

proclaims the

Month of May 2022

as

"Older Americans Month"

A proclamation paying tribute to older persons in their communities. Older Americans Month has been a time to acknowledge the many contributions of older individuals to our country and is celebrated across this nation.

The Board of Supervisors is celebrating the strength of older adults and the Aging Network, with special emphasis on the power of connection and engagement in building strong communities.

In Recognition of this Year's Theme:

"Age My Way"

Dated: April 26, 2022

ROSEMARIE SMALLCOMBE, District I Supervisor

TOM SWEENEY, District II Supervisor

MARSHALL LONG, District III Supervisor

WAYNE FORSYTHE, District IV Supervisor

MILES MENETREY, District V Supervisor

Attachment: Older Americans Month 2022 - Proclamation (2022-49 : Proclaim the Month of May, 2022 as "Older Americans Month")

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

RESOLUTION - ACTION REQUESTED 2022-238

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Resolution of Recognition and Celebration of Fredrick Law Almsted's (FLO) 200Th Birthday

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RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution Recognizing Fredrick Law Olmsted's (FLO) 200th Birthday (Board Chair).

Fredrick Law Olmsted's (FLO) was born on April 26, 1822.

In 1864, Olmsted, upon successfully completing the plan for Central Park, was hired by California Senator John C. Fremont, as Superintendent for Fremont's Mariposa Mining Estate, to manage his holdings. He lived with his family in Bear Valley.

Governor Low appointed Olmsted Chair of the Yosemite Commission, where he wrote the 1865 Commissioners' Report. This landmark report was the first time we learned about the importance of protecting scenic resources, stewardship, and it describes future management of Yosemite Valley and the Mariposa Grove of Big Trees. This report could be considered the first master plan for Yosemite National Park.

It is also acknowledged, the enduring connection Indigenous people have with Yosemite, and recognize the importance of presenting all aspects of this complex history.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved Resolutions of Recognition in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to recognize a significant historical event.

ATTACHMENTS:
Olmsted Final version (PDF)

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

MARIPOSA COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. 2022-

A RESOLUTION COMMEMORATING FREDERICK LAW OLMSTED'S 200th BIRTHDAY ON APRIL 26th, 2022

WHEREAS FREDERICK LAW OLMSTED, along with his family lived in Mariposa County from 1863 to 1865 and managed Senator John C. Fremont's Bear Valley gold mining operations; and

WHEREAS June 1864, President Lincoln signed the bill deeding Yosemite Valley and the Giant Sequoia Grove of Big Trees to the State of California. In 1865, Mr. Olmsted was appointed to prepare a plan to protect those resources; and

WHEREAS that report provided Olmsted with a singular opportunity to share his aspirational vision for a reconstructed post-Civil War nation, where great public parks could become keystone institutions of an emancipated and renewed American Republic; and

WHEREAS that vision expanded upon President Lincoln's vision of a broader, more inclusive interpretation of democracy in post-war America, and framed the intellectual foundation for what became the world's first system of national parks; and

WHEREAS realization of this park system in Yosemite resulted in dispossession of the Southern Sierra Miwuk people, who had made Yosemite Valley their home for thousands of years; and

WHEREAS when we acknowledge Olmsted's outsized contribution to American conservation and parks, we also acknowledge the enduring connection Indigenous people have with Yosemite, and recognize the importance of presenting all aspects of this complex history; and

WHEREAS FREDERICK LAW OLMSTED is remembered as the premier landscape architect in the United States during the 19th century and is considered to be the founder of landscape architecture in the United States.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby commemorates and marks April 26th the 200th anniversary of the birth of **FREDERICK LAW OLMSTED**.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 26th day of April, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ROSEMARIE SMALLCOMBE, Chair
Board of Supervisors

Attest:

KEITH WILLIAMS,
Interim Clerk of the Board

Approved as to Legal Form:

STEVEN W. DAHLEM,
County Counsel

Attachment: Olmsted Final version (RES-2022-238 : Resolution of Recognition and Celebration of Fredrick Law Almsted's (FLO) 200Th

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Annual Regional Surface Transportation Program Agreement with LTC

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Caltrans for the FY 21/22 Optional Federal Apportionment Exchange and State Match Program for the Regional Surface Transportation Program (RSTP) Funds; and Authorize the Executive Director - Mariposa County Local Transportation Commission (MCLTC) to Sign the Agreement.

The State is requesting the Executive Director - MCLTC Sign the Agreement; and provide Approved LTC Resolution.

Caltrans has notified Mariposa County LTC of its opportunity to exchange $121,528.00 of Federal RSTP apportionment for State Funds. The opportunity to exchange and claim these funds occurs each fiscal year, and allows the County to use these funds to supplement the Road Division Budget. These funds will be realized in FY 2022/2023

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Road Division has relied heavily on the annual RSTP exchange dollars for general maintenance for several years. This exchange has occurred on an annual basis since the inception of the Surface Transportation Program in 1991. The LTC annually authorizes this participation and exchange. FY 2020/2021 the LTC approved signing the agreement with Resolution #2021-12.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving this request will result in the loss of RSTP Funds for Road Division Maintenance. Roads Division Budget #3300-300-45251 would be negatively impacted.

ATTACHMENTS:
6139049 ME_UnsignedME_ToAgency (PDF)

Local Transportation Commission 2022-6

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

FEDERAL APPORTIONMENT EXCHANGE PROGRAM
CALIFORNIA DEPARTMENT OF TRANSPORTATION
REGIONAL TRANSPORTATION PLANNING AGENCY

District: 10
Agency: Mariposa County Transportation Commission

Agreement No. X22-6139(049)
AMS Adv ID:1022000204

THIS AGREEMENT is made on _____, by Mariposa County Transportation Commission, a Regional Transportation Planning Agency (RTPA) designated under Section 29532 of the California Government Code, and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, RTPA desires to assign RTPA's portion of federal apportionments made available to STATE for allocation to transportation projects in accordance with Section 182.6 of the Streets and Highways Code (Regional Surface Transportation Program/Regional Surface Transportation Block Grant Program [RSTP/RSTBGP] funds) in exchange for nonfederal State Highway Account funds:

NOW, THEREFORE, the parties agree as follows:

1. As authorized by Section 182.6(g) of the Streets and Highways Code, RTPA agrees to assign to STATE the following portion of its estimated annual RSTP/RSTBGP apportionment:

$121,528.00 for Fiscal Year 2021/2022

The above referenced portion of RTPA's estimated annual RSTP/RSTBGP apportionment is equal to the estimated total RSTP/RSTBGP apportionment less (a) the estimated minimum annual RSTP/RSTBGP apportionment set for the County under Section 182.6(d)(2) of the Streets and Highways Code, (b) any Federal apportionments already obligated for projects not chargeable to said County's annual RSTP/RSTBGP minimum apportionment, and (c) those RSTP/RSTBGP apportionments RTPA has chosen to retain for future obligation.

2. RTPA agrees the exchange for County's estimated annual RSTP/RSTBGP minimum apportionment under Section 182.6(d)(2) of the Streets and Highways Code will be paid by STATE directly to Mariposa County.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

Accounting Officer	Date	$
[signature]	4/6/2022	121,528.00

RTPA (Rev. 03/2/2021)

Attachment: 6139049 ME_UnsignedME_ToAgency (LTC-2022-6 : Approve Annual Regional Surface Transportation Program Agreement with

3. Subject to the availability of STATE funds following the receipt of an RTPA invoice evidencing RTPA's assignment of those estimated RSTP/RSTBGP funds under Section 1 to STATE, STATE agrees to pay to RTPA an amount not to exceed $121,528.00 of non-federal exchange funds ("Funds") that equals the sum of the estimated RSTP/RSTBGP apportionment assigned to State in Section 1 above.

4. RTPA agrees to allocate all of these Funds only for those projects implemented by cities counties, and other public transportation agencies as are authorized under Article XIX of the California State Constitution, in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

5. RTPA agrees to provide to STATE annually by each August 1 a list of all local project sponsors allocated Funds in the preceding fiscal year and the amounts allocated to each sponsor.

6. RTPA agrees to require project sponsors receiving those Funds provided under this AGREEMENT to establish a special account for the purpose of depositing therein all payments received from RTPA pursuant to this Agreement: (a) for cities within their Special Gas Tax Street Improvement Fund, (b) for counties, within their County Road Fund, and (c) for all other sponsors a separate account.

7. RTPA agrees, in the event a project sponsor fails to use Funds received hereunder in accordance with the terms of this AGREEMENT, to require that project sponsor to return those exchange Funds to RTPA for credit to the account established under Section 6 above. In the event of any such requirement by STATE, RTPA shall provide written verification to STATE that the requested corrective action has been taken.

8. STATE reserves the right to reduce the STATE Funds payment required hereunder to offset such additional obligations by the RTPA or any of its sponsoring agencies against any RSTP/RSTBGP federal apportionments as are chargeable to, but not included in, the assignment made under Section 1 above.

9. COST PRINCIPLES

A) RTPA agrees to comply with, and require all project sponsors to comply with Office of Management and Budget Supercircular 2 CFR 200, Cost Principles for State and Local Government and the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

B) RTPA will assure that its fund recipients will be obligated to agree that (A) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 Et Seq., shall be used to determine the allowability of individual project cost items and (B) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR 200 Uniform Administrative Requirements for Grants and Cooperative Agreements To State And Local Governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with Federal administrative procedures in accordance with 2 CFR 200 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Attachment: 6139049 ME_UnsignedME_ToAgency (LTC-2022-6 : Approve Annual Regional Surface Transportation Program Agreement with

C) Any fund expenditures for costs for which RTPA has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular 2 CFR 200 are subject to repayment by RTPA to STATE. Should RTPA fail to reimburse fund moneys due STATE within 30 days of demand, or within such other period as may be agreed In writing between the parties, hereto, STATE is authorized to intercept and withhold future payments due RTPA and STATE or any third-party source, including but not limited to, the State Treasurer, The State Controller and the CTC. The implementation of the Supercircular will cancel 49 Cfr Part 18.

10. THIRD PARTY CONTRACTING

A) RTPA shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of STATE.

B) Any subcontract or agreement entered into by RTPA as a result of disbursing Funds received pursuant to this AGREEMENT shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

C) In addition to the above, the preaward requirements of third party contractor/consultants with RTPA should be consistent with Local Program Procedures as published by STATE.

11. ACCOUNTING SYSTEM

RTPA, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of RTPA, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

12. RIGHT TO AUDIT

For the purpose of determining compliance with this AGREEMENT and other matters connected with the performance of RTPA's contracts with third parties, RTPA, RTPA's contractors and subcontractors and STATE shall each maintain and make available for inspection all books documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to RTPA. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and RTPA shall furnish copies thereof if requested

Attachment: 6139049 ME_UnsignedME_ToAgency (LTC-2022-6 : Approve Annual Regional Surface Transportation Program Agreement with

13. TRAVEL AND SUBSISTENCE

Payments to only RTPA for travel and subsistence expenses of RTPA forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules.

If the rates invoiced are in excess of those authorized DPA rates, then RTPA is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA
Department of Transportation

By: _____
Office of Project Implementation
Division of Local Assistance

Date: _____

Mariposa County
Transportation Commission

By: _____

Title: _____

Date: _____

Attachment: 6139049 ME_UnsignedME_ToAgency (LTC-2022-6 : Approve Annual Regional Surface Transportation Program Agreement with

FEDERAL APPORTIONMENT EXCHANGE BUYOUT PROGRAM ANNUAL REPORT FOR

_____

(RTPA NAME)

A	B	C = A+B-D	D		
Cash Retained by RTPA as of **06/30/21**	Cash Received From Caltrans **7/1/20 to 6/30/21**	Cash Retained by RTPA as of **6/30/21**	Cash Disbursed by RTPA From **7/1/20** to **6/30/21**		
			Date of Disbursement	Amount of Cash Disbursement	Name of Agency or Contractor Receiving Cash

Attachment: 6139049 ME_UnsignedME_ToAgency (LTC-2022-6 : Approve Annual Regional Surface

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Submission for FTA Section 5311 Funds

RECOMMENDED ACTION AND JUSTIFICATION:
Adopt a Resolution Approving the Application and Necessary Documents Pertaining to the Federal Transit Administration (FTA) Section 5311 Program (Operating Assistance) Funds; and Authorize the Local Transportation Commission Executive Director to Sign the Application and Necessary Documents to Implement the Section 5311 Grant (Subject to Approval as to Form by County Counsel).

Staff has prepared grant applications for FFY 2022 and FFY 2023 requests to the Federal Transit Administration (FTA) for operating assistance funds for Mariposa County Transit for rural transit services. A resolution is required authorizing the filing of grant applications and allowing the Executive Director - MCLTC to file the grant applications and all documents related to the grant.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Each fiscal year, Section 5311 funds are provided by the Federal Transit Administration (FTA) for operating assistance funds for Mariposa County Transit.

FFY 2021 the LTC approved FTA 5311 application with Resloution # 2021-14

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should the Board decide not to approve this request we will be ineligible for Federal Funding for Transit.

ATTACHMENTS:
FTA Section 5311 Apportionment FFY22 and FFY23 (PDF)
FTA 5311 Application Resolution FFY 2022 and FFY 2023 (PDF)
Project Description FFY 2022 and FFY 2023 (PDF)

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

FTA Section 5311 Apportionment (FFY22 & FFY 23 Estimated)
Division of Rail and Mass Transportation
Grants Management Branch

	5311(f)	**$ 6,196,517**	**$**	**$**

	Estimated using FAST Act funding level and FTA partial apportionments			
D	County/Region	**Est. FFY22**	**(Est. FFY22)**	**2-Year Apportionment**
4	MTC	$ 2,319,647	$ 2,366,040	$ 4,685,687
3	SACOG	$ 1,094,911	$ 1,116,809	$ 2,211,720
10	Alpine	$ 62,400	$ 62,400	$ 124,800
10	Amador	$ 311,252	$ 317,477	$ 628,729
3	Butte	$ 995,458	$ 1,015,367	$ 2,010,825
10	Calaveras	$ 372,431	$ 379,879	$ 752,310
3	Colusa	$ 175,021	$ 178,521	$ 353,542
1	Del Norte	$ 233,780	$ 238,456	$ 472,236
3	El Dorado	$ 726,492	$ 741,022	$ 1,467,514
6	Fresno	$ 2,253,819	$ 2,298,896	$ 4,552,715
3	Glenn	$ 229,793	$ 234,380	$ 464,173
1	Humboldt	$ 1,100,043	$ 1,122,043	$ 2,222,086
11	Imperial	$ 538,038	$ 548,799	$ 1,086,837
9	Inyo	$ 151,545	$ 154,575	$ 306,120
6	Kern	$ 2,134,870	$ 2,177,567	$ 4,312,437
6	Kings	$ 531,468	$ 542,098	$ 1,073,566
1	Lake	$ 528,396	$ 538,964	$ 1,067,360
2	Lassen	$ 285,137	$ 290,840	$ 575,977
7	Los Angeles	$ 612,478	$ 624,728	$ 1,237,206
6	Madera	$ 592,026	$ 603,866	$ 1,195,892
10	Mariposa	$ 149,134	$ 152,117	$ 301,251
1	Mendocino	$ 717,774	$ 732,129	$ 1,449,903
10	Merced	$ 768,395	$ 783,763	$ 1,552,158
2	Modoc	$ 79,147	$ 80,730	$ 159,877
9	Mono	$ 116,049	$ 118,370	$ 234,419
5	Monterey	$ 890,351	$ 908,158	$ 1,798,509
3	Nevada	$ 807,029	$ 823,169	$ 1,630,198
12	Orange	$ -	$ -	$ -
3	Placer	$ 680,504	$ 694,114	$ 1,374,618
2	Plumas	$ 163,483	$ 166,753	$ 330,236
8	Riverside	$ 1,364,261	$ 1,391,546	$ 2,755,807
5	San Benito	$ 451,619	$ 460,651	$ 912,270
8	San Bernardino	$ 1,985,524	$ 2,025,234	$ 4,010,758
11	San Diego	$ 1,066,083	$ 1,087,404	$ 2,153,487
10	San Joaquin	$ 611,522	$ 623,753	$ 1,235,275
5	San Luis Obispo	$ 762,127	$ 777,370	$ 1,539,497
5	Santa Barbara	$ 377,987	$ 385,547	$ 763,534
5	Santa Cruz	$ 258,123	$ 263,285	$ 521,408
2	Shasta	$ 486,126	$ 495,848	$ 981,974
3	Sierra	$ 62,400	$ 62,400	$ 124,800
2	Siskiyou	$ 366,891	$ 374,228	$ 741,119
10	Stanislaus	$ 663,222	$ 676,487	$ 1,339,709
2	Tehama	$ 518,574	$ 528,946	$ 1,047,520
2	Trinity	$ 112,649	$ 114,902	$ 227,551
6	Tulare	$ 1,245,737	$ 1,270,651	$ 2,516,388
10	Tuolumne	$ 452,403	$ 461,451	$ 913,854
7	Ventura	$ 576,468	$ 587,997	$ 1,164,465
TOTAL		**$ 30,982,587**	**$ 31,599,730**	**$ 62,582,317**

Attachment: FTA Section 5311 Apportionment FFY22 and FFY23 (LTC-2022-7 : Approve Submission for FTA Section 5311 Funds)

MARIPOSA COUNTY
LOCAL TRANSPORTATION COMMISSION
Resolution Number 2022-_____

A Resolution authorizing filing a grant application with the Federal Transit Agency for Section 5311 "Rural Transit Operating Assistance" Funds.

WHEREAS, the Mariposa County Local Transportation Commission (LTC) is the Regional Transportation Planning Agency (RTPA) for Mariposa County; and

WHEREAS, the LTC has prepared an application under Section 5311 Federal Rural Transit Operating Assistance in the amount of $149,134 for FFY 2022 and $152,117 for FFY 2023 for transit services in rural Mariposa County; and

WHEREAS, the State Department of Transportation is designated as the reviewing agency by the Federal Transit Administration (FTA) for matters pertaining to this grant application; and

WHEREAS, the grant for federal financial assistance will impose certain obligations upon the Mariposa County Local Transportation Commission and may require the Mariposa County Local Transportation Commission to provide the local share of the project cost; and

WHEREAS, the Executive Director is authorized to execute and file all certifications, assurances and other documents which the FTA requires before awarding a federal assistance grant.

NOW THEREFORE BE IT RESOLVED that the Mariposa County Local Transportation Commission hereby authorizes the Executive Director to execute and file an application with the Federal Transit Administration for Section 5311 Federal Rural Transit Operating Assistance for Mariposa County.

BE IT FURTHER RESOLVED that the Executive Director is authorized to sign all documentation necessary to implement the Section 5311 grant.

ON MOTION BY Commissioner _____, seconded by Commissioner _____, this resolution is duly passed and adopted this 26th day of April, 2022, by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Rosemarie Smallcombe, Chair
Local Transportation Commission

ATTEST:

_____
Rene LaRoche, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: FTA 5311 Application Resolution FFY 2022 and FFY 2023 (LTC-2022-7 : Approve Submission for FTA Section 5311 Funds)

Project Description

General Project Details:	
Please type your agency name:	Mariposa County Local Transportation Commission

Please select Project Types below for which your agency is applying and complete the relevant section of this form (Check all that apply).

☑	Operating Assistance
☐	Capital Revenue Vehicles and Equipment Purchases
☐	Preventative Maintenance
☐	Capital Construction Requests *For *Capital Construction Projects* your agency must include an approved NEPA document and show full funding for the project at the time of application submittal
☐	Planning Assistance Requests

General Information	
Question 1: Indicate the type(s) of public transportation service for the proposed projects funded by FTA Section 5311. (Check all that apply)	
☐	**Fixed Route** - Vehicles will travel on specific roads and stop at pre-designated locations according to a schedule.
☑	**Demand Response** - Vehicles will pick people up when they need a ride (Must be open to the general public).
☐	**Deviated Fixed Route** - Vehicles will travel from point A to point B but go out of the way to pick up or drop off passengers if necessary (Deviations must be open to the general public).
☐	**Blended Paratransit** - Complementary Paratransit Provided on the Same Vehicle as the Fixed Route Service. Please upload your Blended Paratransit Plan in your Organization's Profile under the Important Documents Section.

Attachment: Project Description FFY 2022 and FFY 2023 (LTC-2022-7 : Approve Submission for FTA Section 5311 Funds)

☐	**ADA Paratransit Service** - Please upload your ADA Paratransit Service Plan in your Organization's Profile under the Important Documents Section.
☐	**Commuter Service** - Fixed route bus service characterized by service predominantly in one direction during peak periods, and with limited stops and routes of extended length, usually between the central business district and outlying suburbs.
☐	**University Service** - An institution of higher education has a formal arrangement with the transit operator to provide university transportation service.
☐	**Charter Service** - Transportation provided by a recipient at the request of a third party for the exclusive use of a bus or van for a negotiated price or for events or functions that occur on an irregular basis or for a limited duration.

Question 2: Does your agency receive more than $750,000 in *Federal funds*?	No
If you marked **YES** above, has your agency submitted the annual Single Audit Report to the State Controller's Office (SCO)? The report is due to the SCO on March 31st of each fiscal year.	
Your agency must upload a pdf copy of the Single Audit Report along with this application in BlackCat in your Organizations tab under the Important Documents section in the Fiscal Responsibility category.	

Question 3: Which one of the following describes the project(s) for which you are applying? (Check all that apply)	
☐	Add new service
☐	Expand existing service to additional areas, please explain planned expansions?
☑	Maintain service at current level

Attachment: Project Description FFY 2022 and FFY 2023 (LTC-2022-7 : Approve Submission for FTA Section 5311 Funds)

Question 4: Does your agency employ between 50-99 transit-related employees, and requests or receives Capital or Operating Assistance in excess of $1,000,000 in the previous Federal Fiscal Year, or requests or receives Planning Assistance in excess of $250,000 in the previous Federal Fiscal Year.	No
If **YES**, your agency must upload its abbreviated EEO plan along with this application in BlackCat in your Organizations tab under the Important Documents section in the Civil Rights category.	
Employs 100 or more transit-related employees, and requests or receives Capital or Operating Assistance in excess of $1,000,000 in the previous Federal Fiscal Year, or requests or receives Planning Assistance in excess of $250,000 in the previous Federal Fiscal Year.	No
If **YES**, your agency must submit its EEO plan along with this application in BlackCat in your Organizations tab under the Important Documents section in the Civil Rights category.	

Attachment: Project Description FFY 2022 and FFY 2023 (LTC-2022-7 : Approve Submission for FTA Section 5311 Funds)

Operating Assistance (Complete ONLY if applying for Operating Assistance Projects)

The operating period will be for 2 years with a performance period:

July 1, 2022 - June 30, 2024

Question 1: Please describe the Operating services:

Mari-Go, Mariposa County Transit, is a Dial-A-Ride Service. Mari-Go operates Monday through Friday 8:30 A.M. - 4:00 P.M., except County Holiday's. Rider's must call in advance to schedule rides. All buses are equipped with a wheelchair lift and tie-down straps for wheelchair passengers. Mariposa County Transit also operates a curb-to-curb non-medical transportation service, Medi-Trans, to Seniors (60 years of age and older) for scheduled medical appointments and/or in office procedures in Mariposa, Merced, Oakhurst, Fresno, and other surrounding counties. All Medi-Trans are ADA accessible with a ramp and tie-down straps for wheelchair passengers.

Question 2: Is your Operating Service directly operated by your agency in-house?

☑	**Yes**, Operating service is directly operated in-house.
☐	**No**, Operating service is not directly operated in-house.

If you answered **YES** above, then you are done with this Section. If you answered **NO**, please answer the remaining questions in this Section.

Attachment: Project Description FFY 2022 and FFY 2023 (LTC-2022-7 : Approve Submission for FTA Section 5311 Funds)

MARIPOSA COUNTY

Building · 209-966-3934

ORDINANCE 2022-1173

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Debra Willis, Building Director

RE: Ordinance for Precluding Permitting on Parcels with Known Violations

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RECOMMENDED ACTION AND JUSTIFICATION:

Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Amending County Code to Add Section 15.10.260.F to Preclude Permits from Being Issued to Parcels with Known Code Violations".

This item is scheduled based on Board direction at the meeting of December 7, 2021. On this date, the Board considered an agenda item entitled “Follow-Up Discussion and Direction Regarding Code Compliance Processes and Determination of Required Resources.”

As a result of the discussion regarding resources, the Board directed staff to prepare a minor county code amendment that states if a violation exists on a parcel, no other permits shall be issued to that parcel, expect for those related to the cure of the violation. The amendment was to include an exception for emergency permits necessary for immediate health and safety of residents.

This draft ordinance achieves the Board's directed objectives and will ensure that the County isn’t issuing permits to parcel with violations, including permits which support or exacerbate the violation.

The Code Compliance Advisory Committee (CCAC) considered the draft ordinance at their meeting on April 6, 2022 and unanimously recommended the Board adopt the ordinance.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

12/7/21 - Board directed ordinance be prepared and routed to the Code Compliance Advisory Committee for review and recommendation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternatives - amend text in draft ordinance

Negative action would mean the ordinance isn't introduced or adopted. There would continue to be no regulation restricting the ability of a property owner to obtain permits on parcels where a violation or violations are known to exist, even if that

permit exacerbates the violation.

ATTACHMENTS:
1 220426 Draft Ordinance 15.10.260.F (PDF)
2 Summary Ordinance (PDF)

RESULT: INTRODUCED [UNANIMOUS] Next: 5/10/2022 9:00 AM
MOVER: Marshall Long, District III Supervisor
SECONDER: Tom Sweeney, District II Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY ORDINANCE NO. ___

AN ORDINANCE AMENDING COUNTY CODE TO ADD SECTION 15.10.260.F TO PRECLUDE PERMITS FROM BEING ISSUED TO PARCELS WITH KNOWN CODE VIOLATIONS

WHEREAS, the purpose of this ordinance is the preservation of the public peace health and safety in the County; and

WHEREAS, the Board of Supervisors desires to ensure that the County's Development Services Departments are not issuing permits to parcels with violations, including permits which support or exacerbate a violation.

NOW, THEREFORE, the Board of Supervisors of the County of Mariposa does ordain as follows:

SECTION I: Section 15.10.260 entitled "CIVIL PENALTY FOR VIOLATION OF CERTAIN BUILDING, ZONING, PUBLIC HEALTH, GRADING AND DRAINAGE REGULATIONS", shall be amended by adding Subsection "F" which shall read in its entirety as follows:

F. Except as otherwise provided herein, no application for building permit shall be accepted, no certificate of occupancy or form of clearance of any type shall be issued, and no inspection services shall be provided, for a parcel upon which an unabated county code violation exists. This prohibition shall not apply to any permit or action necessary for the correction or abatement of a county code violation. This prohibition shall not apply to an emergency permit which is necessary for the immediate health and safety of residents as determined by the Building Director.

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to the provisions of Government Code Section 25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this ___day of _____, 2022 by the following vote.

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
KEITH WILLIAMS
Interim Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

Version 01/21/2022

Attachment: 1 220426 Draft Ordinance 15.10.260.F (2022-ORD-1173 : Ordinance for Precluding Permitting on Parcels with Known Violations)

MARIPOSA COUNTY BOARD OF SUPERVISORS
SUMMARY OF PROPOSED ORDINANCE AMENDING COUNTY CODE TO ADD SECTION 15.10.260.F TO PRECLUDE PERMITS FROM BEING ISSUED TO PARCELS WITH KNOWN CODE VIOLATIONS

Notice is hereby given that on Tuesday, May 10, 2022, at 9 a.m., or as soon thereafter as the matter may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adoption of an ordinance to amend Mariposa County Code Title 15 to add Section 15.10.260.F:

Section I: Building and Construction Code Section 15.10.260 shall be amended to add subsection F. to preclude permits from being issued to parcels with known code violations.

Section II: This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code Section 25123.

A certified copy of the full text of this ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California.

Keith Williams, Interim Clerk of the Board

Attachment: 2 Summary Ordinance (2022-ORD-1173 : Ordinance for Precluding Permitting on Parcels with Known Violations)

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

ORDINANCE 2022-1174

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Waive the Second Reading and Adopt an Ordinance for AB481

RECOMMENDED ACTION AND JUSTIFICATION:

Waive the Second Reading and Adopt an Ordinance in Accordance with AB481, Titled "An Ordinance Adopting the Mariposa County Sheriff's Office Military Equipment Use Policy"

On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies.

Assembly Bill 481, codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a "military equipment use policy," at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term "military equipment" is defined in California Government Code section 7070, subdivision (c).

Assembly Bill 481 allows the governing body of a county to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved Ordinances as required by Assembly Bills in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

First Reading: The Board has the latitude to change the ordinance text. If the Board elects not to introduce the ordinance, the Sheriff's Office will not be compliant with the requirements of AB481

Second Reading: The Board may not make changes to the ordinance text, and can only approve the ordinance or not.

ATTACHMENTS:

Ordidance Sheriff's Office Military Equip Use Policy (PDF)
Military_Equipment- Policy DRAFT (PDF)
Mariposa-Military-Equipment List (PDF)
Summary of Proposed Ordinance - SO(PDF)

RESULT: INTRODUCED [UNANIMOUS] Next: 5/10/2022 9:00 AM
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY ORDINANCE NO. _____
(Not to be codified)

AN ORDINANCE ADOPTING THE MARIPOSA COUNTY SHERIFF'S OFFICE MILITARY EQUIPMENT USE POLICY

THE BOARD OF SUPERVISORS OF THE COUNTY OF MARIPOSA COUNTY, a political subdivision of the State of California, does ordain as follows:

SECTION I: Findings.

(a) On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies.

(b) Assembly Bill 481 reflects a legislative recognition of the impact of military equipment on public safety, welfare, civil rights, and civil liberties. Assembly Bill 481 also reflects legislative intent to ensure that appropriate legal safeguards are in place to govern the use of military equipment in communities and to ensure that the public has a right to participate and provide meaningful input on a law enforcement agency's decision to fund, acquire, or use military equipment.

(c) Assembly Bill 481, codified at Government Code Section 7070-7075, requires law enforcement agencies to obtain approval of the applicable governing board, by an ordinance adopting a military equipment use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as that term is defined in Government Code Section 7070.

(d) Assembly Bill 481 allows the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations.

(e) The Mariposa County Sheriff's Office has prepared a military equipment use policy in accordance with the terms of Assembly Bill 481, which it has added to its policy manual as Mariposa County Sheriff's Office Policy 706.

(f) Mariposa County Sheriff's Office Policy 706 was published on the Mariposa County Sheriff's Office internet website on March 25, 2022, and the policy is available for inspection from the Sheriff's Office.

(g) The Mariposa County Sheriff's Office Policy 706 meets the requirements of California Government Code Section 7070, subdivision (d).

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Attachment: Ordidance Sheriff's Office Military Equip Use Policy (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for

SECTION II: Adoption of the Mariposa County Sheriff's Office Military Equipment Use Policy.

(a) Based on the findings above and the military equipment use policy the Board of Supervisors determines as follows:

1. The military equipment identified in Mariposa County Sheriff's Office Policy 706 is necessary because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.

2. Mariposa County Sheriff's Office Policy 706 will safeguard the public's welfare, safety, civil rights, and civil liberties.

3. The military equipment identified in Mariposa County Sheriff's Office Policy 706 is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

4. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(b) Based on the preceding determinations, the Board hereby approves and adopts the military equipment use policy known as Mariposa County Sheriff's Office Policy 706.

SECTION III: This Ordinance shall become effective thirty (30) days after final passage pursuant to the provisions of Government Code Section 25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this ____ day of _____ 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
ROSEMARIE SMALLCOMBE, Chair
Board of Supervisors

ATTEST:

_____
KEITH WILLIAMS
Interim Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

Attachment: Ordidance Sheriff's Office Military Equip Use Policy (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Agency.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Attachment: Military_Equipment- Policy DRAFT (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for AB481)

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Attachment: Military_Equipment- Policy DRAFT (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for AB481)

706.2 POLICY

It is the policy of the Mariposa County Sheriff's Office that members of this agency comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Sheriff should designate a member of this agency to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying agency equipment that qualifies as military equipment in the current possession of the Agency, or the equipment the Agency intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Mariposa County Sheriff's Office (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the agency's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Sheriff and ensuring that the report is made available on the agency website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Agency will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Agency:

See Exhibit A, Mariposa County Sheriff's Office AB 481 Military Equipment List, attached hereto.

706.5 APPROVAL

The Sheriff or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Sheriff or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the agency website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

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(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this agency.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

706.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Sheriff or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Sheriff or the authorized designee should also make each annual military equipment report publicly available on the agency website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in agency inventory.

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Agency should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Attachment: Military_Equipment- Policy DRAFT (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for AB481)

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Exhibit A

Mariposa County Sheriff's Office AB481 Military Equipment List

Attachment: Mariposa-Military-Equipment List (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for AB481)

1. Unmanned, remotely piloted, powered aerial or ground vehicles

a. Description, quantity, capabilities, and purchase cost of current UAS:

i. DJI Phantom 4 Pro+ UAS, system cost $2,697.83 each, quantity: 1. Weighing approximately 1388 grams and is capable of recording audio and video, with approximately 30 minutes of flight time.

ii. DJI MAVIC PRO Platinum, system cost: $2,108, quantity: 1. UAS that weighs approximately 743 grams, approximately 30 minutes flight time and a single-color camera with recording capabilities.

iii. DJI Air UAS, system cost $1,438 Quantity 2. Weighing approximately 430 grams is capable of recording video, with approximately 20 minutes of flight time. This drone is also outfitted with propeller guards and is capable of flight indoors.

b. Purpose

To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

i. Major collision investigations.
ii. Search for missing persons.
iii. Natural disaster management.
iv. Crime scene photography.
v. Tactical or other public safety and life preservation missions.
vi. In response to specific requests from local, state or federal fire authorities for fire response and/or prevention.

c. Authorized Use

Only assigned operators who have completed the required training shall be permitted to operate the UAS during approved missions.

d. Expected Life Span

All UAS equipment estimated, 3-5 years. No indicated lifespan from manufacturer. Lifespan varie on operational wear and usage

e. Fiscal Impact

Annual maintenance and battery replacement cost is approximately $0-$500.

f. Training
All Department UAS operators are licensed by the Federal Aviation Administration for UAS operation. Legal and Procedural Rules
Use is established under General Policy 606, FAA Regulation 14 CFR Part 107, and the Mariposa County Sheriff's Office UAS policy. It is the policy of the MSO to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

2. **Robots**: Unmanned machine operating on the ground utilized to enhance the safety to the community and officers.

a. Description, quantity, capabilities, and purchase cost
i. iRobot, Packbot 510 cost: $77,060, received via 10-33 Program, at no cost. Quantity:1. The iRobot Packbot 510 is a rugged, easy-to-use tactical robot that enhances the capabilities of law enforcement and first-responders by allowing them to safely and quickly inspect dangerous situations.

b. Purpose
To be used to remotely gain visual/audio data, deliver HNT phone, open doors, disrupt packages, and clear buildings.

c. Authorized Use
Only assigned operators who have completed the required training shall be permitted to operate the robots. Use is established by the Tactical Commander and or Incident Commander.

d. Expected Life Span
All robots, 8-10 years.

e. Fiscal Impact
Annual maintenance and battery replacement cost is approximately $2,000.

f. Training
All robot operators must complete a basic operator class to operate the robot(s). All operators shall demonstrate familiarly and proficiency with safe operations of equipment.

g. Legal and Procedural Rules
It is the policy of the MCSO to utilize a robot only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

3. **Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers**

a. Description, quantity, capabilities, and purchase cost
i. MRAP, MAXXPRO, cost: $658,000, received via 10-33 Program, at no cost, quantity:

DRAFT

Attachment: Mariposa-Military-Equipment List (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for AB481)

1. The MRAP, MAXXPRO, is an armored vehicle that seats 8-10 personnel with open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

b. Purpose
To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

c. Authorized Use
The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

d. Lifespan
MRAP, MAXXPRO, lifespan is 25 years.

e. Fiscal Impact
Annual maintenance cost of approximately $10,000.

Training
All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

f. Legal and Procedural Rules
It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

g. Description, quantity, capabilities, and purchase cost
i. MAMBA, cost: $380,000, received via 10-33 Program, at no cost, quantity: 1. The MAMBA, is an armored vehicle that seats 6-8 personnel with open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

h. Purpose
To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

i. Authorized Use
The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

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Attachment: Mariposa-Military-Equipment List (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for AB481)

j. Lifespan
MAMBA, lifespan is 25 years.

k. Fiscal Impact
Annual maintenance cost of approximately $10,000.

Training
All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

l. Legal and Procedural Rules
It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

4. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units

a. Description, quantity, capabilities, and purchase cost:

i. A 39' 2006 Keystone Raptor 3814SS Fifth Wheel Travel Trailer up-fitted to function as command center. Initial trailer cost: $ 59,563.25 with approximately $10,602.44 in up-fitting. Quantity: 1. The Command Trailer can also be utilized for critical incidents, preplanned large events, searching for missing persons, natural disasters, and community events.

ii. A 26' 2006 Skyline Weekender Model 241 travel trailer up-fitted as mobile command center. **Initial trailer cost**: N/A, Donated by Health Department with most the up-fitting cost being donated or paid for by non-profit supporting search and rescue team. This trailer is primarily used to support the Search and Rescue Team but can be used to support critical incidents, Pre-planned large events, searching for missing persons, natural disasters and community events.

b. Purpose

To be used based on the specific circumstances of a given critical incident, large event, natural disaster or community event that is taking place.

c. Authorized Use

The Command Trailer shall be used by Deputies/Officers trained in their deployment and in a manner consistent with Department policy and training.

d. Lifespan

The Command Trailers have no indicated lifespan from manufacturer . Lifespan varies on

Attachment: Mariposa-Military-Equipment List (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for AB481)

operational wear and usage. Upgrades needed every 5-7 years to maintain IT systems.

e. Fiscal Impact

Annual maintenance cost is approximately $0 - $1000 per trailer.

f. Training

The driver/operator shall receive training in movement and operation of the command trailer.

g. Legal and Procedural Rules

It is the policy of the Department to use the Command Trailer only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.

i. Legal Procedural Rules

Use shall be in accordance with California State law regarding the operation of motor vehicles.

5. **40 MM and 37 MM Launchers and Rounds:** 40MM and 37MM Launchers are utilized by department personnel as a less lethal tool to launch impact rounds.
   a. Description, quantity, capabilities, and purchase cost:
      i. Combined Tactical Systems Pen Arms L140-1-1, single-shot break-open frame launche with rifled barrel, fixed stock and combo rail. Features include: Double Action trigger, trigge lock push button and hammer lock safeties. **Cost** $806.25 **Quantity:** 9
      ii. Combined Tactical Systems 40mm Sponge Baton, #4557, **Cost per round:** $19.90 **Quantity:** 330 A less lethal 40mm plastic and Closed Cell Neoprene projectile fired from a single or multi-round purpose built 40mm grenade launcher with a rifled barrel at 240-260 FPS with an effective range of approximately 50 yards
   b. Purpose
      To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.
   c. Authorized Use
      Situations for use of the less lethal weapon systems may include, but are not limited to:
      i. Self-destructive, dangerous and/or combative individuals.
      ii. Riot/crowd control and civil unrest incidents.
      iii. Circumstances where a tactical advantage can be obtained.
      iv. Potentially vicious animals.
      v. Training exercises or approved demonstrations.
   d. Training
      Sworn members utilizing 40MM less lethal impact rounds are trained in there use by POST certified less lethal instructors.

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Attachment: Mariposa-Military-Equipment List (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for AB481)

e. Lifespan
Combined Tactical Systems Pen Arms L140-1-1, 40mm Launcher– No lifespan indicated b manufacture. Lifespan varies on operational usage and wear
Model 4557 Foam Baton Impact Sponge – 5 Years

f. Fiscal Impact
Annual qualification/ training approximately $1,200.

g. Legal and Procedural Rules
Use is established under General Policy 303.9 It is the policy of the Mariposa County Sheriff's Office to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

6. **Less Lethal Shotgun:** Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round.
   a. Description, quantity, capabilities, and purchase cost

      i. REMINGTON 870 LESS LETHAL SHOTGUN, cost: $946, quantity: 4. The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.
      ii. 12-GAUGE SUPER-SOCK BEANBAG ROUND, cost: $5, quantity: 63 A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). CTS Super-Sock rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Model 2581 Super-Sock is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to "unfold" or "stabilize." The Super-Sock is an aerodynamic projectile. However, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Super-Sock is very accurate. However, effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

   b. Purpose
   To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

   c. Authorized Use
   Situations for use of the less lethal weapon systems may include, but are not limited to:
      i. Self-destructive, dangerous and/or combative individuals.
      ii. Riot incidents.
      iii. Circumstances where a tactical advantage can be obtained.
      iv. .

DRAFT

Attachment: Mariposa-Military-Equipment List (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for AB481)

v. Training exercises or approved demonstrations.

d. Lifespan
Remington 870 Less Lethal Shotgun- 25 years.
Super Sock Round- No listed expiration date.

e. Fiscal Impact
Annual maintenance is approximately $0 for each shotgun.

f. Training
All custodial deputies are trained in the 12 gauge less lethal shotgun as a less lethal option by in-service training.

g. Legal and Procedural Rules

B. It is the policy of the Mariposa County Sheriff's Office to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

7. Specialized Firearms and Ammunition

a. Description, quantity, capabilities, and purchase cost

i. Sig Sauer MPX Rifle **Caliber**: 9mm **Action:** Semi-Auto **Barrel Length:** 6" **Cost:** $1,422.39 **Quantity**: 3.

ii. FN SPR-A5M Rifle, **Caliber:**.308 Winchester, **Action**: Bolt **Barrel Length:** 20" Cost:$2,692.04, **Quantity**: 3.

iii. Winchester 9mm 147GR T Series Reverse Jacketed Hollow Point Ammunition. **Cost:** $ .32 per round **Quantity:** 1800+ Rounds. Threat stopping performance. It's what makes Ranger T-Series the trusted duty load law enforcement agencies across America. The bullet's patented, segment engineered design enhances expansion, penetration and weight retention through a variety of intervening barriers.

iv. Hornady TAP .308 168GR A-Max Rifle Ammunition **Cost**: $1.12 per round, **Quantity:** 3200+ Rounds. The 168 gr. A-MAX bullet is a traditional match grade bullet with the performance advantages of a polymer tip. This bullet demonstrates an increase in penetration and retained weight over the 155 gr. A-MAX bullet. Standard barrier performance is exemplary and this load demonstrates controlled and impressive soft tissue expansion without over penetration. The Hornady 168 gr. A-MAX TAP Precision® offers industry leading all-around performance for law enforcement precision marksmen providing the ability to stop a threat.

b. Purpose
To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

Attachment: Mariposa-Military-Equipment List (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for AB481)

c. Authorized Use
Only members that are POST certified are authorized to use a rifle.

d. Lifespan
FN SPR-A5M .308 Win Rifle: Estimated 10 years, no lifespan indicated by manufacture. Lifespa varies on operational usage and wear
SIG MPX 9mm Rifle: Estimated 10 years, no lifespan indicated by manufacture. Lifespan varies o operational usage and wear
Winchester 9mm Ranger 147gr: no expiration
HORNADY .308: no expiration.

e. Fiscal Impact
Annual maintenance is approximately $0 - $50 for each rifle.

f. Training
Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification one time a year.

g. Legal and Procedural Rules
Use is established under Mariposa County Sheriff's Office Policy. It is the policy of the Mariposa County Sheriff's Office to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

8. Infrared Illuminator/laser:

a. Description, quantity, capabilities, and purchase cost

i. Infrared GCP-2B, cost: $1,800 each, total cost of $21,600, received via 10-33, Program at no cost. Quantity: 12. One narrow beam used for aiming the rifle, and one wide beam used for illuminating targets, like a flashlight. The beams can only be seen through night vision goggles.

b. Purpose
To be used in conjunction with night vision goggles during nighttime tactical operations.

c. Authorized Use
Only assigned personnel who have completed the required training shall be permitted to operate infrared illuminator/laser.

d. Lifespan
12 months

e. Fiscal Impact

DRAFT

Attachment: Mariposa-Military-Equipment List (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for AB481)

Annual maintenance is approximately $500.00.

f. Training
All officers who use infrared illuminator lasers shall compete department approved training.

g. Legal and Procedural Rules
It is the policy of the MCSO to utilize infrared only for official law enforcement purposes, and pursuant to State and Federal law.

DRAFT

Attachment: Mariposa-Military-Equipment List (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for AB481)

MARIPOSA COUNTY BOARD OF SUPERVISORS

SUMMARY OF A PROPOSED ORDINANCE ADOPTING THE MARIPOSA COUNTY SHERIFF'S OFFICE MILITARY EQUIPMENT USE POLICY

Notice is hereby given that on Tuesday, May 10, 2022, at 9:00 am or as soon thereafter as may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adoption of an ordinance to adopt the Mariposa County Sheriff's Office Military Equipment Use Policy.

Section I: The Mariposa County Sheriff's Office has prepared a military equipment use policy in accordance with the terms of Assembly Bill 481, which it has added to its policy manual as Mariposa County Sheriff's Office Policy 706.

Section II: The Board adopts the military equipment use policy known as Mariposa County Sheriff's Office Policy 706.

A certified copy of the full text of this ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California, and is available for public inspection and copying in that office in accordance with the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

Keith Williams
Interim Clerk of the Board

Attachment: Summary of Proposed Ordinance - SO (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for AB481)

MARIPOSA COUNTY

Fire · 209-966-4330

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Presentation with Discussion and Possible Directiion of Replacement Fire Equipment

---

RECOMMENDATION AND JUSTIFICATION:

Receive a Presentation with Discussion and Possible Direction on Type of Replacement Fire Apparatus Being Brought into County Fire

On March 15, 2022 BOS approved transfer of funds for Public Works Fleet to facilitate the purchase of two water tenders for Mariposa County Fire. During that agenda item, board member Supervisor Forsythe requested a discussion agenda on the type of apparatus and specs being brought into the department. As requested, County Fire is bringing forth a presentation for discussion and possible direction if the board desires on the types of apparatus being purchased for replacement into County Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On 11-17-2020 BOS heard an apparatus replacement plan presentation (agenda item 2020-676) and approved request to purchase three type III wildland style engines. As part of the presentation there was explanation of a purchase cycle of one to two pieces of fire apparatus per years to facilitate an adequate routine replacement program of fire apparatus vs bulk purchase every 20-25 years. This item is consistent with the presented plan as well as adjusting to the departments needs of type of apparatus needed in today's environment.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Potential delay of apparatus purchase resulting in increase of pricing or change in specifications for the department.

ATTACHMENTS:
Apparatus Updates(PDF)

RESULT: DIRECTION GIVEN



Apparatus Updates and Replacements

Attachment: Apparatus Updates (12830 : Presentation with Discussion and Possible Directiion of



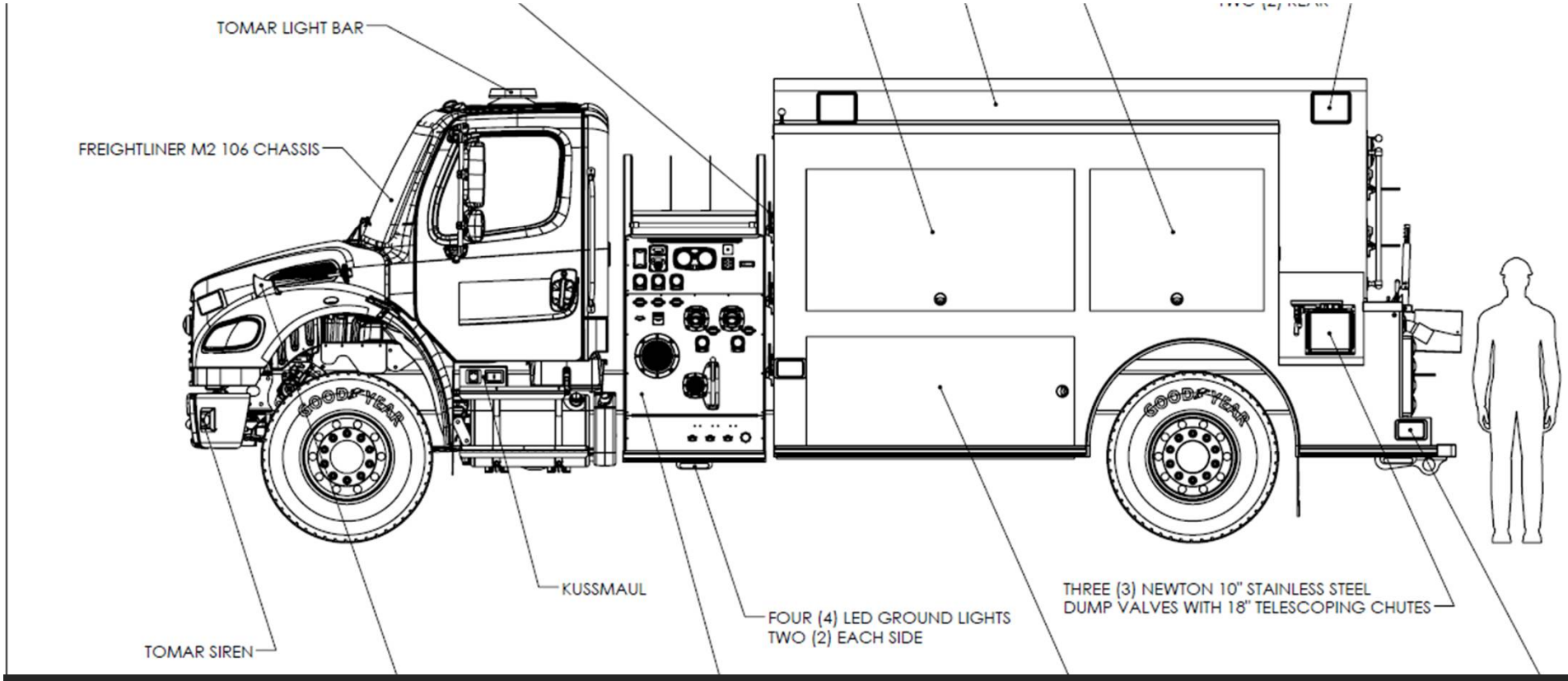




Current apparatus being utilized

- Type I style structural apparatus
- 1500 gmp pumps, designed to flow high volumes of water if needed, carries all the tools needed for Structural Fire Response
- Typically, one sometimes two persons respond
- Has functioned for last 14 years in Mariposa County
- A lot of apparatus for what we do on a day-to-day basis

Attachment: Apparatus Updates (12830 : Presentation with Discussion and Possible Directiion of



Tanker/Pumper or Tactical Water Tender

UTILIZE THE ABILITY TO HAVE BOTH AN APPARATUS AND WATER TENDER IN ONE.

Attachment: Apparatus Updates (12830 : Presentation with Discussion and Possible Directiion of



NOTE: ALL DIMENSIONS GIVEN IN THIS DRAWING ARE ESTIMATES, AND MAY VARY UP TO ±3 INCHES. IF ANY DIMENSIONS ARE CRITICAL, PLEASE NOTIFY YOUR SALESPERSON.

MIDWEST FIRE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS THE SOLE PROPERTY OF MIDWEST FIRE (MWF). ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF MIDWEST FIRE IS STRICTLY PROHIBITED. THE DRAWING IS APPROXIMATE AND FOR REFERENCE PURPOSES ONLY. SPECIFICATIONS SHALL BE THE FINAL AUTHORITY DEFINING WHAT IS SUPPLIED ON THE APPARATUS.

PREPARED FOR	BY
MARIPOSA FIRE DEPT	B. JENSEN
DRAWING NUMBER	SHEET 4 OF 4
21055	

Attachment: Apparatus Updates (12830 : Presentation with Discussion and Possible Directiion of



Attachment: Apparatus Updates (12830 : Presentation with Discussion and Possible Direction of


MIDWEST FIRE
INDEPENDENCE
FIRE DEPT
911

Moving to a multi-use piece of apparatus

TRADITIONAL STRUCTURAL APPARATUS



MORE OF A COMBINATION STYLE APPARATUS WITH WATER TENDER ABILITIES. AVAIL 4X4



Attachment: Apparatus Updates (12830 : Presentation with Discussion and Possible Directiion of



Type III apparatus

Wildland apparatus

3 on order final inspection in July

Will replace some of our larger Type I with this style apparatus.

Attachment: Apparatus Updates (12830 : Presentation with Discussion and Possible Directiion of



Moving to a more diverse department

MULTI USE/CAPABILITIES APPARATUS OR WATER TENDER



WILDLAND APPARATUS FOR OUR WILDLAND ENVIORNMENT



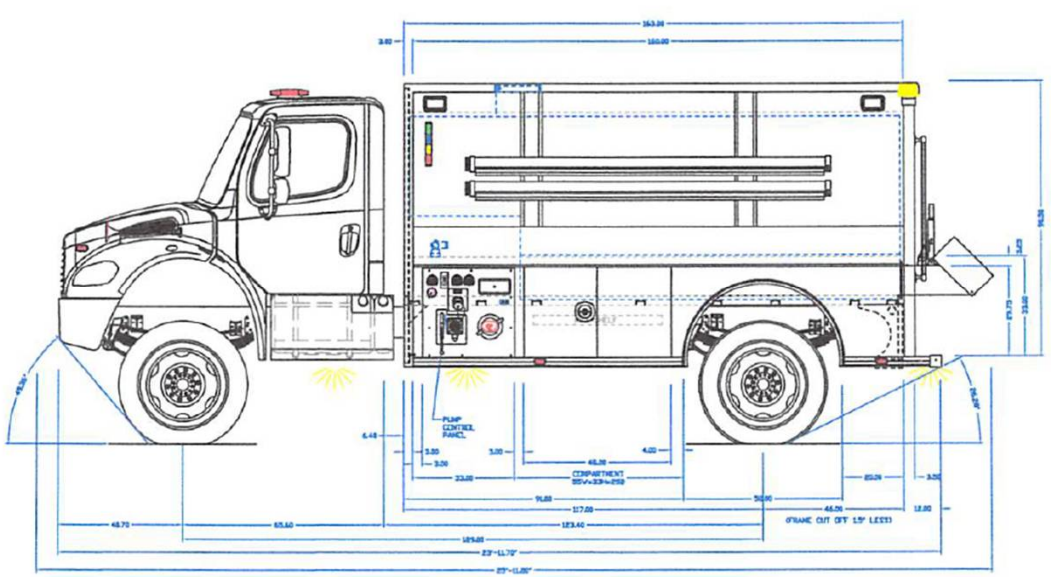
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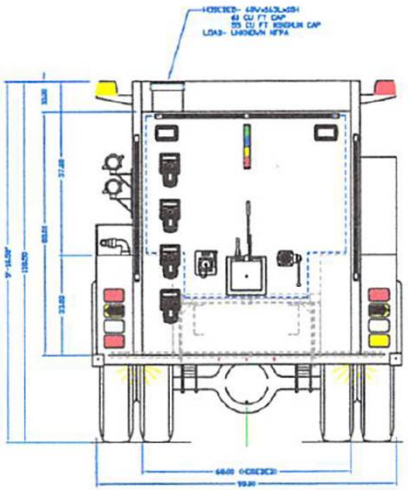
Replacement of older tenders

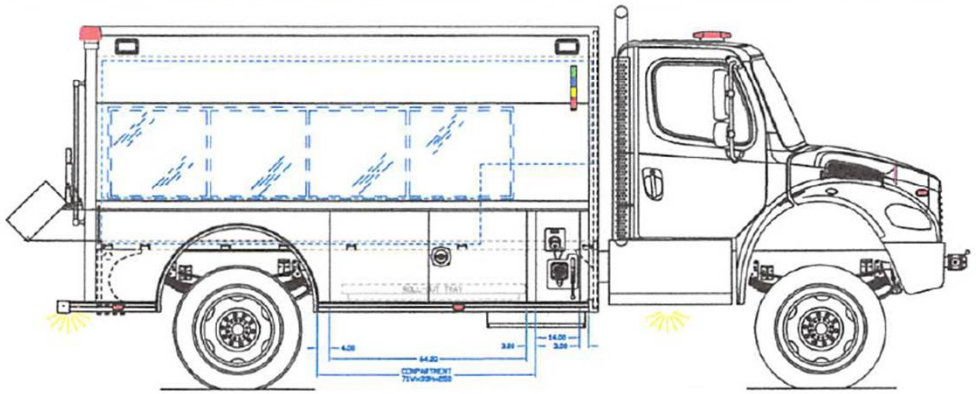




Attachment: Apparatus Updates (12830 : Presentation with Discussion and Possible Directiion of







CONDITION. UNLOADED HEIGHTS MAY BE 4" ABOVE HEIGHTS SHOWN.

2. DO NOT SCALE DRAWING.
3. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO ENGINEERING CHANGES.
4. DRAWING MAY OR MAY NOT SHOW ALL ITEMS AS DESCRIBED IN THE WRITTEN DETAIL SPECIFICATIONS.
5. INCLUSION OF AN ITEM ON THE DRAWING DOES NOT CONSTITUTE INCLUSION OF THAT ITEM WITH THE FINAL DELIVERED UNIT.
6. THE EFFECTIVE DOOR OPENINGS WILL BE APPROX. 2" LESS THAN THE NOTED COMPARTMENT OPENING FOR ROLL UP DOORS AND UP TO APPROX. 4" LESS FOR HINGED DOORS

APPROVED BY:	
CHASSIS:	FREIGHTLINER 2DR 4x4
PUMP:	DARLEY 500 GPM
TANK:	POLY/2000
PANEL MATL:	LINE X
COMP INTERIOR:	SPATTER PAINTED
MAXIMUM HEIGHT	NONE
MAXIMUM LENGTH	NONE
BODY WIDTH	98"

REVISED | DATE
DRAWN BY: | DATE: 1/20/21

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF ROSENBAUER. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF ROSENBAUER IS PROHIBITED.

MARIPOSA, CA

Attachment: Apparatus Updates (12830 : Presentation with Discussion and Possible Directiion of



Short wheel based 4x4 tenders

2000 gal shorter, smaller, more accessible to rural areas, will carry a drop tank, offers diversity and options.

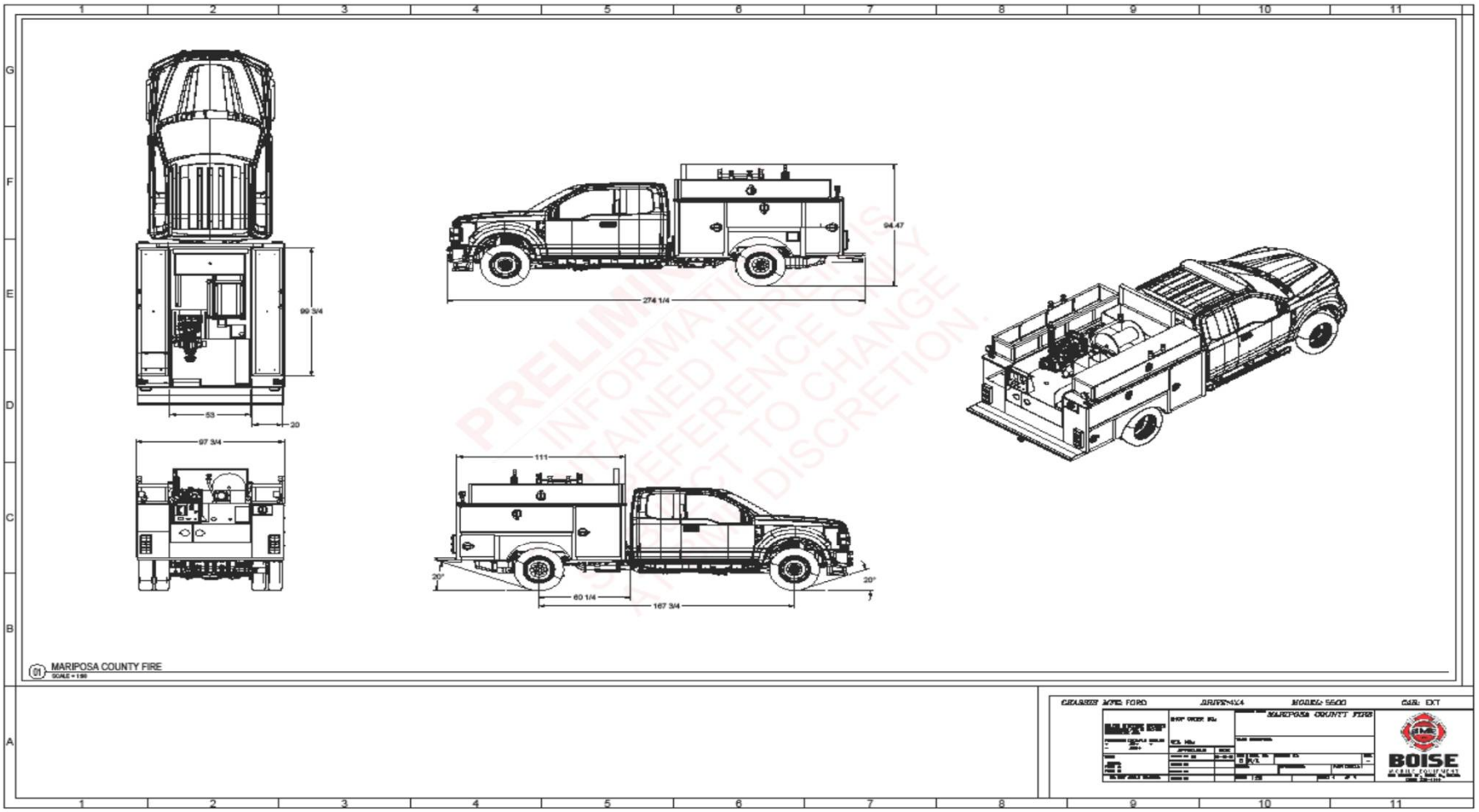
Attachment: Apparatus Updates (12830 : Presentation with Discussion and Possible Directiion of

Upgrade aging Type VI apparatuss





Attachment: Apparatus Updates (12830 : Presentation with Discussion and Possible Directiion of



Attachment: Apparatus Updates (12830 : Presentation with Discussion and Possible Direction of

Newer style look





Attachment: Apparatus Updates (12830 : Presentation with Discussion and Possible Directiion of

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: California Advancing and Innovating Medi-Cal (CalAIM) Presentation

---

RECOMMENDATION AND JUSTIFICATION:
Receive a Presentation Regarding the Status, Implementation, and Roll-Out of California Advancing and Innovating Medi-Cal (CalAIM) Within the Health and Human Services Agency and Between Our Local Community Partners.

This Presentation is to provide information on CalAIM and the funding sources for the implementation of this vital approach to providing coordinated care in Mariposa County.

CalAIM is a multi-year process led by the California Department of Health Care Services (DHCS) to improve the health outcomes and quality of life experienced by Medi-Cal enrollees.

CalAIM's bold transformation will align all elements of Medi-Cal into a system that is standardized, simplified, and focused on helping enrollees live healthier lives. Success requires the investment and sustained commitment of a broad network of health partners, including plans, providers, and community-based organizations, with incentives to achieve high quality of service. When CalAIM is fully implemented, Medi-Cal will better serve and benefit enrollees because it will be a seamless and streamlined health care system.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors approved funding allocation for the Behavioral Health Quality Improvement Program (BH-QIP) on December 21, 2021 through Resolution No 2021-692. BH-QIP was created to incentivize counties to prepare for changes under the California Advancing & Innovating Medi-Cal (CalAIM) initiative, as well as future programs requiring counties to build out new infrastructure and capacity.
The Board of Supervisors approved the current agreement with Aurrera Health Group on January 4, 2022 through Resolution No. 2022-7. Aurrera Health Group, LLC provides consultant services to implement initiatives related to California Advancing and Innovating Medi-Cal (CalAIM)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not hear the presentation and miss the opportunity to hear about the status of an important item.

Agenda Item - No Resolution Requested

RESULT: PRESENTATION MADE

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

RESOLUTION - ACTION REQUESTED 2022-258

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Amendments to the Sheriff's Captain Job Description

---

RECOMMENDATION AND JUSTIFICATION:
Approve Amendments to the Sheriff's Captain Job Description.

There are two designated Captains in this class: Administration and Operations. Staff recommends amending the Sheriff's Captain job description to include a third position, Custody Captain, and to expand the minimum qualifications for the Captain assignment. These changes will continue to allow the Sheriff's Office to meet the needs of the community and to broaden the pool of candidates from which the Sheriff's office can hire.

The Sheriff's Office currently has three (3) divisions: Administration, Operations, and Custody. All employees, functions and duties fall into one of these three divisions. Each Division is unique, requires command level attention from its manager, and should be directly reportable/subordinate to the Undersheriff.

Currently, the Custodial Division Leader is the Jail Lieutenant, who reports to a Captain. This creates an uneven work assignment between Captains, and prevents the Jail Lieutenant from being able to make command level decisions with independence. The Custody Captain position will replace the Jail Lieutenant, allowing for an equal distribution of responsibilities and supervisory duties. This change will put the command and coordination, and roles and responsibilities into proper structure and alignment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
From time to time the Board approves amendments to job descriptions when necessary.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve this action as proposed; amend it as the Board desires and adopt.

FINANCIAL IMPACT:

The budget will not be impacted because overall compensation is similar for the two positions. The Custodial Captain has a higher salary but is exempt from overtime. The Jail Lieutenant has a lower hourly wage but incurred significant amounts of overtime.

ATTACHMENTS:
Org Chart 2020.12.02 (PDF)
Sheriff's Captain-Draft Changes(PDF)

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



Sheriff/Coroner/ Public Administrator/ Director of Emergency Services

PIO

Undersheriff

Operations Division

- Operations Bureau
  - Patrol Unit
  - Field Training Unit
  - Boating Unit
  - K-9 Unit
  - School Resource Unit
  - Bicycle Patrol Unit
  - UAV Unit
- Special Operations Bureau
  - Professional Services Unit
  - Training Unit
  - Detective Unit
  - Search and Rescue Unit
  - School/ Education Unit
  - Internal Affairs Unit
  - Emergency Services Unit

Administration Division

- Communications Bureau
  - Dispatch Unit
  - Technical Services
- Administrative Services Bureau
  - Coroner Unit
  - Fiscal Unit
  - Civil Processing Unit
  - Records/ Evidence Unit
  - Licensing Unit
  - Buildings/ Grounds Unit
- Community Services Bureau
  - Volunteer Unit
  - Animal Control Unit
- Court Services Bureau
  - Court Security Unit
  - Bailiff Unit

Custody Division

- Custodial Operations Bureau
  - Correctional Operations Unit
  - Filed Training Unit
  - PREA Unit
- Custodial Special Operations Bureau
  - Training Unit
  - Sexual Offender Compliance Unit
  - Maintenance Unit

Attachment: Org Chart 2020.12.02 (RES-2022-258 : Approve Amendments to the Sheriff's Captain Job

County of Mariposa

SHERIFF'S CAPTAIN

DEFINITION

To plan, organize, coordinate, supervise, administer and command the day-to-day activities and operations of a major division of the County Sheriff's Department. Employees in this classification receive minimal supervision within a broad framework of standard policies and procedures. Responsibilities include oversight of complex law enforcement programs, meeting benchmarks and mandated targets/performance outcomes. Employees in this classification provide organizational leadership through changing technologies, initiatives, community outreach and public relations, grant-funding opportunities and evolving legislative mandates. Additionally, employees in this classification direct, supervise, and formally evaluate the work of other subordinate officers and other staff. This job class functions at a division management level of classification within the Sheriff's Department and requires the application of varied professional, administrative and supervisory skills. Division assignments include responsibility for coordinating and controlling one or more of the following departmental functions: Patrol Bureau, Special Operations Bureau, Investigations Bureau, Communications Bureau, Administrative Services Bureau, Community Services Bureau, Court Services Bureau, Custodial Operations Bureau, and Custodial Special Operations Bureau,~~crime prevention, patrol, investigation, animal control, administrative record keeping and control, communications/dispatching, purchasing and inventory control, civil process, and/or departmental training efforts, and coroner functions~~.

DISTINGUISHING CHARACTERISTICS

Sheriff's Captain – Administration

Administration Division – plans, implements, and oversees division specific budgets, contracts, and administrative services across the agency. The Administration Division assumes command for Investigations, Dispatch Center/Records, Evidence, Animal Control, Administrative Support staff, and Court Services. The Administrative Division assumes responsibility for overall coordination and management of legislative updates, mandated training requirements and employee evaluations for the bureaus and units within the Administration Division.

Sheriff's Captain – Custody

Custody Division – plans, implements, and oversees division specific budgets, contracts, and all administrative decisions pertaining to Jail management and operations. The Custody Division assumes responsibility and command for the Mariposa County Adult Detention Facility, incarcerated persons and personnel, as well as, overall daily Custodial activities and Custodial Special Operations activities of the County Jail facility. This position requires incumbents to manage, supervise, schedule, direct, and evaluate the work of assigned Custodial Staff and civilian support personnel.

This division is responsible for the custody, care and control of lawfully confined individuals.

The Custody Division encompasses all factors required for lawfully compliant incarceration in accordance with CCR Title 15 and CCR Title 24. Additional responsibility includes maintaining all

Attachment: Sheriff's Captain-Draft Changes (RES-2022-258 : Approve Amendments to the Sheriff's Captain Job Description)

required annual reporting for State and Federal mandates, in conjunction with annual and biennial inspections from BSCC, State Fire Marshall, County Public Health, Mariposa Superior Court and Grand Jury.

Sheriff's Captain – Operations

Operations Division – plans, implements, and oversees division specific budgets, contracts, and agreements related to the operational components of the Sheriff's Office. The Operations Division assumes responsibility and command for all daily Patrol-related activities and Special Operations activities, including the implementation and evaluation of all operational programmatic functions. This position further evaluates all policy and procedures for compliance with established State and Federal laws and mandates.

This division manages and maintains the Sheriff's Office vehicle fleet, including all equipment upfitting to current safety standards and relevant best practices.

The Operations Division oversees all emergency preparedness activities within the local Office of Emergency Services (OES) and provides general direction and supervision to all emergency management activities, across the five mission areas of prevention, protection, mitigation, response, and recovery.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Undersheriff and/or the Sheriff.

Exercises lead direction and/or supervision over assigned staff. ~~professional, technical, and clerical staff~~.

EXAMPLE OF ESSENTIAL FUNCTIONS

Commands, supervises, and administers the activities, operations, and personnel of a major division within the Sheriff's Department

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Assigns, schedules, and formally evaluates the work of division personnel; recommends and implements disciplinary actions and ensures proper coverage of operational areas

Assists in evaluating existing policies and procedures for effectiveness and makes recommendations for the modification or implementation of new or revised procedures to increase safety and efficiency

Implements and interprets departmental policies to divisional personnel

Assists in the preparation and administration of the budget for the division; authorizes and monitors budget expenditure and account balances.

Participates in major investigations and responds to major crime scenes

Makes decisions as to the proper disposition of cases/complaints

Attachment: Sheriff's Captain-Draft Changes (RES-2022-258 : Approve Amendments to the Sheriff's Captain Job Description)

Receives and handles complaints affecting divisional activities and operations

Estimates labor and equipment requirements for the division/department

Prepares and compiles comprehensive reports and statistics related to activities and operations of the division/department

Assists officers in preparation of reports, investigations, and court cases

Keeps abreast of current and proposed legislation and determines its impact on existing division/department operations

Speaks before community groups and organizations regarding departmental activities and operations and prepares news releases

Coordinates divisional operations with other divisions, departments, agencies, and jurisdictions

Attends meetings pertaining to divisional and departmental matters

Performs other related duties similar to the above is scope and function as required

EMPLOYMENT STANDARDS:

Knowledge of:

Principles of police administration and accepted practices and procedures

Modern patrol, traffic, investigation, identification, and communication methods

Federal, state, and local laws, regulations, statutes, and ordinances

Laws of evidence, arrest, and custody

Proper and effective methods of deploying peace officers in accordance with actual and anticipated emergencies

Supervisory methods and techniques

Departmental rules and regulations

Ability to:

Analyze law enforcement problems and facts to draw sound conclusions, and to adopt effective courses of action

Train, supervise, direct, and formally evaluate the work of others

Communicate effectively in oral and written form

Attachment: Sheriff's Captain-Draft Changes (RES-2022-258 : Approve Amendments to the Sheriff's Captain Job Description)

Maintain morale and discipline

Establish and maintain effective work relationships with staff, departmental administration, other County departments and officials, outside agencies, and the public

TYPICAL WORKING CONDITIONS
Work is performed indoors and in a field environment.

TYPICAL PHYSICAL REQUIREMENTS
Requires the mobility to work indoors and in a field environment. Requires the ability to walk, stand, climb, balance, bend, squat, crawl, twist and reach while performing duties; must be able to maintain effective audio-visual discrimination and perception needed for making observations and communicating with others.

MINIMUM QUALIFICATIONS
Any combination of experience and education that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience
Administration and Operations - Two (2) years of responsible supervisory and administrative police work comparable to that of a Sheriff's Sergeant – Patrol with Mariposa County.

Custody – Two (2) years of responsible supervisory and administrative custody related work comparable to that of a Custodial Sergeant and/or a Sheriff's Sergeant – Patrol with Mariposa County.

Education
Administration and Operations – ~~–~~Graduation from high school or equivalent supplemented with 60 units of college coursework in any field, ~~preferably in police science,~~ and the following POST ~~P.O.S.T.~~ certifications: Basic, Intermediate and Advanced. Possession of an Associate's degree within 24 months. Bachelor's degree preferred. Incumbents must ~~have the ability to~~ obtain a POST ~~P.O.S.T.~~ Supervisory Certificate within 24 months ~~two years~~ from date of appointment.

Custody – Graduation from high school or equivalent supplemented with 60 units of college coursework in any field, and a Supervisory STC certificate. Possession of an Associate's degree within 24 months. Bachelor's degree preferred. Incumbents ~~M~~may be required to obtain a Basic POST Certificate within 24 months~~one year~~ of appointment.

Additional Requirements
Requires possession of a valid California driver's license. Under certain circumstances, ~~the~~ Human Resources ~~Director~~ may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

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Attachment: Sheriff's Captain-Draft Changes (RES-2022-258 : Approve Amendments to the Sheriff's Captain Job Description)

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation date: 4/88
Revised: 10/89; 11/92; 4/94; 12 /98 (B/S Res. No.98-448); 02/06 (B/S Res. 06-73); 10/03 (B/S Res. No. 03-365); 10/20 (B/S Res. 20-611);
~~Revision Date: 02/06 (B/S Res. 06-73); 10/20 (B/S Res. 20-611)~~

Attachment: Sheriff's Captain-Draft Changes (RES-2022-258 : Approve Amendments to the Sheriff's Captain Job Description)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-259

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Resolution of Intention to Sell Real Property in Don Pedro

---

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution of Intention Declaring County-Owned Real Property as Surplus to the Needs of the County (Mariposa County APN 001-030-001 and Tuolumne County APN 071-120-011); and Approve a Notice of Intention to Sell Surplus Real Property.

This resolution begins the process to sell 162 acres of County-owned land in the Lake Don Pedro region of Mariposa and Tuolumne Counties. Staff has not been able to identify a public use for this property and now recommends returning this land to private ownership.

The minimum bid is established at $200,000. In August 2021, this property appraised at $220,000. A second opinion of that appraisal returned an estimated value of $150,700 - $205,000. Real estate prices have continued to rise significantly in the seven months since these estimates were provided, leading staff to believe the minimum bid of $200,000 is appropriate.

The property has been leased for cattle grazing for several years; the current lease expires in May 2022. This item has been timed to allow for the transfer of the property upon the conclusion of that lease.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board considered selling surplus properties as part of a real estate discussion and direction item on February 26, 2019. Staff was directed at that time to continue evaluating opportunities and return to the Board with a recommendation.

On March 16, 2021, the Board discussed the subject property in Lake Don Pedro specifically and directed staff to investigate the title provisions designating the property a landfill and move forward with a sale. An appraisal was conducted and found the landfill provisions had no impact on the value of the property or its most likely uses. As removing the provisions has no appraised value, staff is recommending moving forward as is.

California State Code prescribes the process for county sales of surplus property. The

first step is to adopt a resolution of intention to sell by two-thirds vote. If adopted, the County must then notice the available land for at least three weeks. Because the property cannot be used for residential use with the current deed restrictions, the County is not required to notice the California Housing and Community Development Department for consideration from possible housing developers.

Sealed bids are required to be submitted on or before the date specified in the resolution. At the regularly-scheduled board meeting that has been noticed, the board chair opens and announces sealed bids and calls for oral bids. New oral bids may then be offered, each at least five percent more than the highest proposal. Bidders must submit payment for no less than ten percent of the sales price at the time of bidding.

Upon completion of the bidding, the Board has ten days to either accept the highest bid or reject all bids. Staff then receives direction to either execute the sale or move forward in some other way.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff will not proceed with sale of this property.

ATTACHMENTS:
Resolution of Intention (PDF)
Resolution Exhibits (PDF)
Notice of Intent to Sell (PDF)
Bid Submittal Instructions (PDF)
Purchase and Sale Agreement (PDF)

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

MARIPOSA COUNTY

RESOLUTION NUMBER 22-_____

RESOLUTION DECLARING COUNTY OWNED REAL PROPERTY AS SURPLUS TO THE NEEDS OF THE COUNTY AND NOTICE OF INTENTION TO SELL SURPLUS REAL PROPERTY

WHEREAS, the County of Mariposa owns the real property described as "Mariposa County Service Area 1-M Land Fill Site", located within both Mariposa and Tuolumne Counties, adjacent to a portion of Lake Don Pedro Subdivision Unit No. 1-M, (MPA APN 001-030-001 & TC APN 071-120-011), as further described in Exhibit A attached; and

WHEREAS, the real property was granted to the Mariposa County Service Area 1-M, a Political Subdivision of the County of Mariposa subject to the express condition that the property shall be maintained and used exclusively as a Sanitary Land Fill Site for the benefit of Lake Don Pedro Subdivision within both Mariposa and Tuolumne Counties; and

WHEREAS, based on the deed's express condition limiting the development of the property to a sanitary landfill, the property cannot be developed as a residential property; and

WHEREAS, the current regulations which govern the establishment of a Sanitary Land Fill Site render the site economically non-viable; and

WHEREAS, there is no present or contemplated use that would preclude the Board of Supervisors from declaring the real property as surplus to the needs of the County and offering the real property for sale to the highest responsible bidder; and

WHEREAS, the property continues to be economically viable as grazing land; and

WHEREAS, the sale of surplus real property is in the best interests of the County of Mariposa and the general public.

NOW THEREFORE BE IT RESOLVED, the Mariposa County Board of Supervisors:

1. Declares that the described real property is surplus to the needs of the County.
2. Finds the property to be exempt surplus property, pursuant to Government Code 54221(G).
3. Finds, because the land is exempt surplus land, no notice of availability is required under Government Code 54222.
4. Intends to sell the surplus real property to the highest responsible bidder, in accordance with the terms and conditions as set forth in the Bid Submittal Instructions and the Purchase and Sale Agreement contained within, for the minimum acceptable cash purchase price as follows:
    - All that land conveyed to Mariposa County Service Area 1-M, (MPA APN 001-030-001 & TC APN 071-120-011) $200,000.
5. Authorizes County Administrator's Office to disseminate individual bid packages for the sale of the surplus property containing Bid Submittal Instructions and Purchase and Sale Agreement.
6. Requires that each written bid be accompanied by a bid guarantee in the form of a cashier's check in the amount of 10% of the bid amount.
7. Authorizes the Clerk of the Board to publish the attached Notice of Intention to sell the surplus real property in the local publications of general circulation published in the County, pursuant to California Government Code section 6063.
8. Sets June 7, 2022, at 9:00 a.m. or as soon as possible thereafter, in the Chambers of the Mariposa County Board of Supervisors located at 5100 Bullion Street, Mariposa, California, as the time and place to conduct a public hearing to open received bid packages and consider offers to purchase the surplus property.

Attachment: Resolution of Intention (RES-2022-259 : Resolution of Intention to Sell Real Property in Don Pedro)

ON MOTION BY Supervisor _____, seconded by Supervisor_____, this resolution is duly passed and adopted this _____ day of _____, 2022, by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

_____
Rosemarie Smallcombe, Chair
Board of Supervisors

ATTEST:

_____
Keith Williams, Interim Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: Resolution of Intention (RES-2022-259 : Resolution of Intention to Sell Real Property in Don Pedro)

EXHIBIT A

(MPA APN 001-030-001 & TC APN 071-120-011)

A tract of land situated in a portion of Sections 22 and 27, Township 2 South, Range 15 East, M.D.M. Mariposa County and Tuolumne County, State of California, said tract of land being more particularly described as follows:

All that certain real property conveyed to Mariposa County Service Area 1-M, a Political Subdivision of the County of Mariposa by Corporation Grant Deed, recorded July 5, 1973 in Volume 147 of Official Records, Page 480, Mariposa County Records, attached hereto as Exhibit B.

The above described tract of land is subject to any rights-of-way or easements of record or legally acquired.

Prepared by:

_____ Dated: _____

Russell A. Marks, PLS No. 6377

Mariposa County Surveyor

Attachment: Resolution Exhibits (RES-2022-259 : Resolution of Intention to Sell Real Property in Don Pedro)

EXHIBIT B

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name / Street Address / City & State
Mariposa County Clerk
Mariposa County Courthouse
Mariposa, California

RECORDED AT THE REQUEST OF Co. Clerk
July 5 1973 AT 45 MIN. PAST 2 O'CLOCK P M. IN
VOL 147 OF OFFICIAL RECORDS. PAGE 480
MARIPOSA COUNTY RECORDS.
Barbara Boyle RECORDER FEE $ No Fee
Zelma Leyden, Deputy
No. 2561

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name / Street Address / City & State

AFFIX I.R.S. $ -0- IN THIS SPACE
R.P.T.T.

Corporation Grant Deed

TO 484 C

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged. BOISE CASCADE RECREATION COMMUNITIES CORPORATION OF DELAWARE, a Delaware Corporation who acquired title as PACIFIC CASCADE LAND COMPANY, INC., a Delaware Corporation
a corporation organized under the laws of the state of
hereby GRANTS to
MARIPOSA COUNTY SERVICE AREA 1-M, a Political Subdivision of the County of Mariposa

the following described real property in the
County of Mariposa and Tuolumne, State of California:

All that certain real property situate in the Counties of Mariposa and Tuolumne, State of California, being more particularly described as follows:

PARCEL 1: The South ½ of the Southwest ¼ of Section 22 and the West ½ of the Northwest ¼ of Section 27, T. 2S., R.15E., M.D.M. containing approximately 160 acres.

PARCEL 2: The West 66 feet of the Northwest ¼ of the Southwest ¼ of Section 27, T. 2S., R. 15E., M.D.M. containing approximately 2 acres.

This Grant is made subject to the express condition that the property shall be maintained and used exclusively as a Sanitary Land Fill Site for the benefit of Lake Don Pedro Subdivision, a subdivision located in Mariposa and Tuolumne Counties, California.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____ President and _____ Secretary thereunto duly authorized.

Dated: June 15, 1973

STATE OF CALIFORNIA
COUNTY OF Santa Clara } ss.
On June 15, 1973 before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth R. Ramsey, known to me to be the Div. Gen'l. Manager, and _____, known to me to be Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.
(Seal)
Signature _____
Susan [illegible]
Notary Public

By Kenneth R. Ramsey
Division General Manager — President

By _____
Secretary

Title Order No. _____

Escrow or Loan No. _____

Attachment: Resolution Exhibits (RES-2022-259 : Resolution of Intention to Sell Real Property in Don Pedro)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by deed dated June 15, 1973, from Boise Cascade Recreation Communities Corporation of Delaware, a Delaware Corporation, who acquired title as Pacific Cascade Land Company, Inc., a Delaware Corporation, to the Mariposa County Service Area L-M, a political subdivision of the County of Mariposa, is hereby accepted by order of the Mariposa County Board of Supervisors pursuant to authority conferred by motion made and adopted on July 10, 1973 and the grantee consents to recordation thereof by its duly authorized officer.

DATED: July 10, 1973

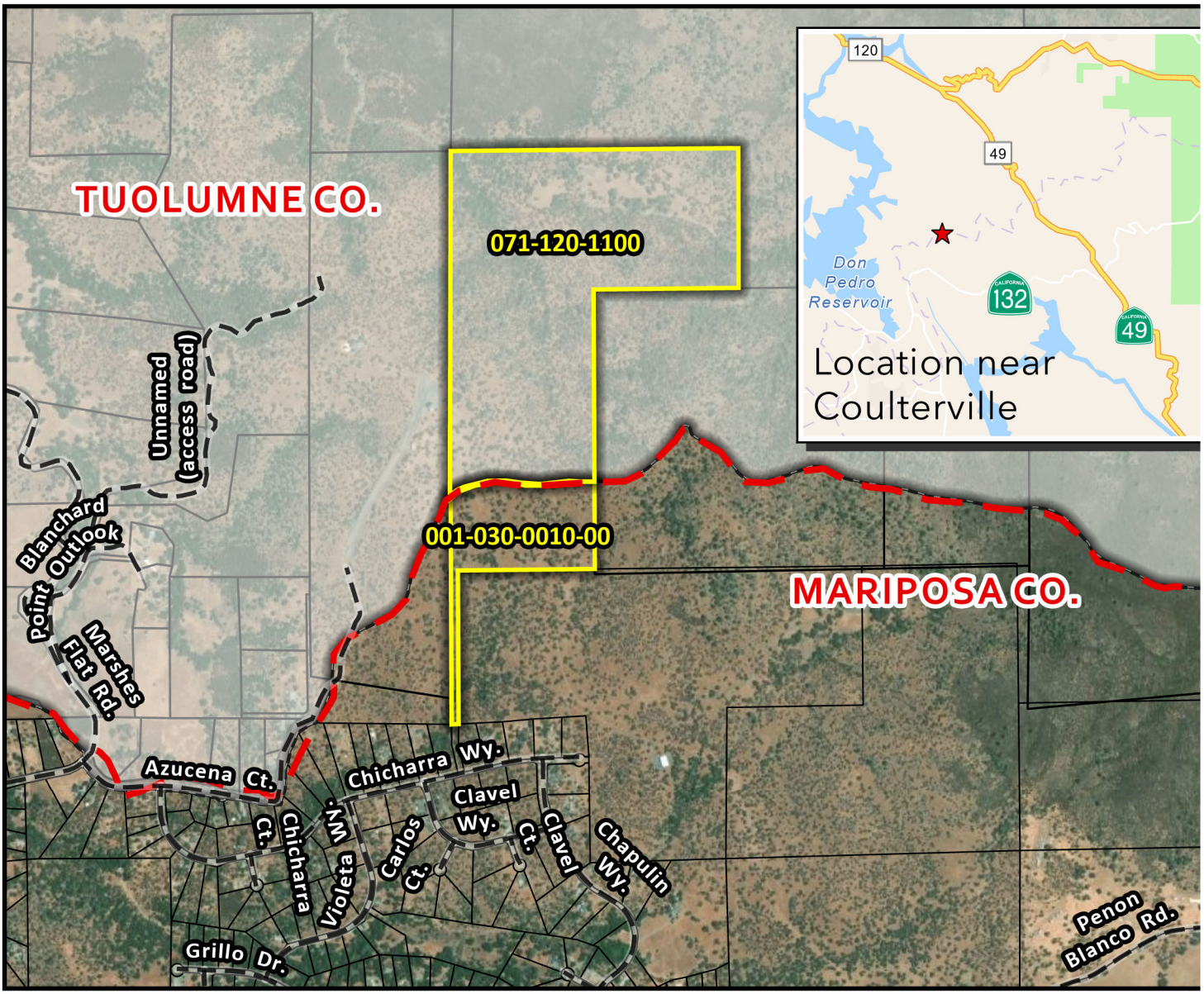
COUNTY OF MARIPOSA

BY: Tom R. Richardson

Tom R. Richardson,
Chairman of the Board of
Supervisors

Attachment: Resolution Exhibits (RES-2022-259 : Resolution of Intention to Sell Real Property in Don Pedro)

Mariposa County Planning Department
Project Vicinity Map



0 1,000 2,000 Feet

1:18,000

Site

Assessor's Parcels

PROJECT TYPE: Resolution of Intention Declaring County-Owned Real Property as Surplus

APPLICANT: County of Mariposa

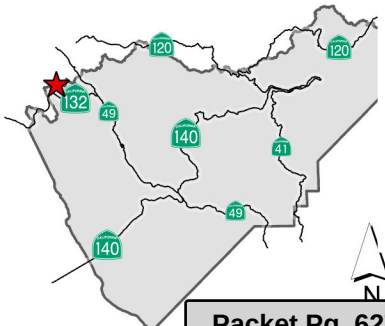
APN: Mariposa Co. 001-030-0010 & Tuolumne Co. 071-120-011

SITE ADDRESS: Unassigned, Coulterville, California 95311

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet
Date: Tuesday, March 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



Location in Mariposa County

Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.

Attachment: Resolution Exhibits (RES-2022-259 : Resolution of Intention to Sell Real Property in Don Pedro)

C:\Users\bogren\Documents\ArcGIS\Projects\Vicinity Map APN 001-030-0010\Vicinity Map APN 001-030-0010.aprx

NOTICE OF INTENTION TO SELL REAL PROPERTY

The Mariposa County Board of Supervisors declares its intention to sell real property described as follows:

APN: Mariposa County 001-030-001 & Tuolumne County 071-120-011.
Size: 162 acres.
Location: Adjacent to the Lake Don Pedro community in Mariposa and Tuolumne Counties.

The real property was granted to the Mariposa County Service Area 1-M, a political subdivision of the County of Mariposa, subject to the express condition that the property shall be maintained and used exclusively as a sanitary landfill site for the benefit of Lake Don Pedro subdivision. The real property has never been developed nor used as a sanitary landfill site. Current regulations which govern the establishment of a sanitary landfill site render the site economically non-viable and the Board has declared this property to be surplus.

The Mariposa County Board of Supervisors intends to sell the surplus real property to the highest responsible bidder in accordance with the terms and conditions as set forth in the Bid Submittal Instructions and the Purchase and Sale Agreement. The minimum acceptable cash price is $200,000. Each written bid is required to be accompanied by a bid guarantee in the form of a cashier's check equal to ten percent (10%) of the bid amount. June 7, 2022, at 9:00 a.m., or as soon as possible thereafter, in the chambers of the Mariposa County Board of Supervisors (5100 Bullion Street in Mariposa, CA), is established as the time and place for a public hearing to open received bid packages and consider offers to purchase this surplus real property.

Attachment: Notice of Intent to Sell (RES-2022-259 : Resolution of Intention to Sell Real Property in Don Pedro)

Bid Submittal Instructions

1. **Bid Submittal**

Bids must be submitted to the Mariposa County Clerk of the Board's Office in a sealed envelope that is clearly marked: "BID FOR PURCHASE OF COUNTY OWNED REAL PROPERTY – Mariposa APN 001-030-001 & Tuolumne APN 071-120-011". Submittals must include a bid form, purchase and sale agreement, and bid guarantee. All documents must be complete and properly executed, as directed in these instructions, to be considered.

Sealed bids must be received by 2:00 p.m. on May 26, 2022. Submitted bids may be modified in writing prior to 2:00 p.m. on Wednesday, June 1, 2022.

2. **Bid Form**

Bids shall be made on the Bid Form provided in the bid package. If the bid is made by an individual, it shall be signed and notarized with the full name and address of the bidder. If the bid is made by a joint venture or partnership, it shall be signed and notarized with the full name and address of each member thereof. If the bid is made by a corporation, it shall be signed by the president and secretary in the corporate name with the corporate seal affixed thereto. No bid will be considered unless it complies with the indicated signature requirements.

3. **Purchase and Sale Agreement**

The Purchase and Sale Agreement, approved as to form by County Counsel and included in the bid package, must be complete, include the notarized signature(s) of the bidder(s), and be attached to the Bid Form.

4. **Bid Guarantee**

Each written and oral bid shall include a cashier's check made payable to the County of Mariposa in an amount equal to ten percent (10%) of the bid amount. Bid payments included with declined bids will be returned to the unsuccessful bidders by June 21, 2022. The Bid Guarantee will become non-refundable upon the waiver of all contingencies in accordance with the terms and conditions of the Purchase and Sale Agreement. The balance of the successful bid amount shall be delivered to the Escrow Holder by bidder no less than three days prior to the Close of Escrow date.

5. **Bid Withdrawal**

Any bid may be withdrawn, in writing, at any time prior to the time and date fixed for the opening of bids. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid prior to the time and date set for the opening of bids. Bids may not be withdrawn after 9:00 a.m. on June 7, 2021.

Attachment: Bid Submittal Instructions (RES-2022-259 : Resolution of Intention to Sell Real Property in Don Pedro)

6. **Bid Award and Rejection**

The sale of the County-owned real property will be awarded to the highest bidder, including any oral bids at the time of the Public Hearing, whose bid complies with all requirements prescribed herein. All oral bids must have a minimum overbid that is 5% higher than the highest submitted written bid. The Board of Supervisors reserves the right to reject any and all bids.

7. **Bid Package Contents**

Information about the surplus real property is provided with the Bid Package including:

Resolution of Intention
Area Map
Bid Form
Purchase and Sale Agreement
Any other available documents associated with the sale of the property

8. **Inspection Period**

The property will be available to prospective bidders for preliminary inspection by appointment only prior to the deadline for bid submittals. The successful bidder will be allowed a contingency period after the award of the bid, pursuant to the Purchase and Sale Agreement, in which to conduct all further inspections, investigations and evaluations.

9. **Address to Submit Bids and to Request Additional Information**

Bid Submittals must be delivered to the address indicated below and received by the County of Mariposa no later than the deadline of 2:00 p.m., May 26, 2022. Any Bid Submittal not received by this deadline, even if post marked before the deadline, will not be accepted. For additional information or assistance, please contact:

County Administrator's Office
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338
(209) 966-3222
dkimble@mariposacounty.org

10. **Brokers and Finders**

No commission or finder's fee shall be paid by the County to any party, licensed real estate broker, or other person for the sale of the surplus real property (regardless of whether the transaction is consummated), even though said party has had contact or dealings regarding the surplus real property, or has communicated with the County in connection with the subject matter of this transaction.

Attachment: Bid Submittal Instructions (RES-2022-259 : Resolution of Intention to Sell Real Property in Don Pedro)

BID FORM
FOR THE PURCHASE OF COUNTY-OWNED REAL PROPERTY

This bid to purchase is submitted pursuant to Government Code section 25520 et seq. and pursuant to a published notice of adoption of a resolution of intention to sell County-owned surplus real property described as the Mariposa County Service Area 1-M Land Fill Site (Mariposa APN 001-030-001 & Tuolumne APN 071-120-011).

_____ ("BIDDER") offers to purchase from the County of Mariposa, "AS-IS, AND WITH NO WARRANTIES," the surplus real property described above in accordance with the terms and conditions of the attached Purchase and Sale Agreement.

PURCHASE AND SALE AGREEMENT BID AMOUNT: BIDDER offers and agrees to pay County the total amount of $_____ as the purchase price of the property (minimum acceptable bid amount must equal or exceed $200,000). BIDDER shall deliver with this bid form to County a Bid Guarantee in the form of a Cashier's Check in the amount of 10% of the BIDDER's bid amount, or $_____.

BIDDER
By: _____
Signature

Name: _____
Printed

Address: _____

Address: _____

Date: _____

BIDDER
By: _____
Signature

Name: _____
Printed

Address: _____

Address: _____

Date: _____

All Bidder signature(s) must be notarized

Attachment: Bid Submittal Instructions (RES-2022-259 : Resolution of Intention to Sell Real Property in Don Pedro)

PURCHASE AND SALE AGREEMENT AND INITIAL JOINT ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Initial Joint Escrow Instructions ("Agreement"), dated for reference purposes only _____, 2022, is entered into by and between THE COUNTY OF MARIPOSA, a political subdivision of the State of California ("Seller"), and _____ _____ ("Buyer").

Recitals

A. Seller is the owner of certain real property consisting of approximately 162 acres located in the Lake Don Pedro area of the County of Mariposa ("County"), State of California ("State"), (Mariposa Assessor's Parcel Number 001-030-001 & Tuolumne Assessor's Parcel Number 071-120-011), as more particularly described in Exhibit A, attached and made a part of this Agreement.

B. On the terms, conditions and provisions set forth in this Agreement, Buyer desires to purchase, and Seller desires to sell to Buyer, the above listed real property (the "Property"). Seller no longer requires the Property for future public use. Buyer and Seller have entered into this Agreement voluntarily as a negotiated transaction for the Buyer to acquire and for the Seller to sell the Property.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. **Purchase and Sale**: Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property on the terms and subject to the conditions set forth in this Agreement. The effective date ("Effective Date") of this Agreement shall be the date of the last party to execute this Agreement.

2. **Purchase Price**: The purchase price ("Purchase Price") for the Property shall be $_____.

3. **Escrow**: Escrow Holder ("Escrow Holder") shall be:

Inter-County Title Company
5160 Bullion Street
Mariposa, CA 95338
Phone: (209) 966-3653

(a) Opening of Escrow: Within three (3) business days after the Effective Date, Seller shall open an escrow account ("Escrow") with Escrow Holder and deliver to Escrow Holder all escrow instructions necessary to consummate the transaction contemplated by this Agreement. Any subsequent changes to the escrow instructions must be mutually agreed to with written consent of both parties. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

(b) Close of Escrow: For the purpose of this Agreement, the "Close of Escrow" shall be defined as the date that the Grant Deed (as defined in Section 5, below) is recorded in the Official Records of the County. The Close of Escrow is estimated to occur on or before

Attachment: Bid Submittal Instructions (RES-2022-259 : Resolution of Intention to Sell Real Property in Don Pedro)

July 15, 2022, but shall occur no later than 45 calendar days after approval by the Board of Supervisors pursuant to Section 7(a)(viii) below.

4. **Payment of Purchase Price**: The Purchase Price shall be payable as follows:

(a) Deposit: Buyer has submitted, with this Agreement to Seller, a Good Faith Deposit ("Deposit"), in the form of a cashier's check, in the amount of $_____, equivalent to 10% of the purchase price, which shall be deposited in Seller's bank account within three business days after the Effective Date. The Deposit shall become non-refundable to Buyer upon Buyer's delivery to Seller of the Contingency Period Notice as defined in 7(a)(ii) below accepting all conditions of the Property and waiving all contingencies.

(b) Balance of Purchase Price: At least three business days prior to Close of Escrow, Buyer shall deposit with Escrow Holder the balance of the Purchase Price, in immediately available funds, which shall be paid to Seller at Close of Escrow.

5. **Conditions of Title**: The Property shall be conveyed to Buyer by Seller by a grant deed, in the form customarily used by Escrow Holder in the County ("Grant Deed"), subject only to:

(a) a lien to secure payment of real estate taxes and assessments, not delinquent;
(b) the lien of current supplemental taxes, not delinquent;
(c) such other title matters affecting the Property created by or with the written consent of Buyer;
(d) all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property;
(e) all matters which would be apparent from an inspection, or disclosed by a survey of the Property; and
(f) exceptions which are approved and/or accepted by Buyer in accordance with Section 7(a)(i) of this Agreement (collectively, "Approved Conditions of Title").

6. **Title Policy**: Title shall be evidenced by Escrow Holder's title insurance underwriter ("Title Company") issuing its standard California Land Title Association ("CLTA") Owner's Policy of Title Insurance to Buyer in an amount equal to the Purchase Price, showing title to the Property vested in Buyer, subject only to the Approved Conditions of Title ("Title Policy"). Buyer shall pay the cost of the CLTA Title Policy, except as provided in this Section 6. If Buyer elects to have Escrow Holder issue its American Land Title Association ("ALTA") Extended Coverage Owner's Policy of Title Insurance, Buyer shall pay for the expense of such ALTA premium increment and any ALTA survey costs. Buyer shall pay for any endorsements to the Title Policy. Buyer's ability to obtain an ALTA policy shall not be a condition to the Close of Escrow.

7. **Conditions to Close of Escrow**:

(a) Conditions to Buyer's Obligations: The Close of Escrow and Buyer's obligation to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions (or Buyer's waiver in writing thereof) for Buyer's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

(i) Title: Pursuant to the terms and conditions of this subsection, Buyer shall have the right to approve any and all matters of and exceptions to title of the Property, as disclosed by the following documents and instruments (collectively, "Title Documents"):

Attachment: Bid Submittal Instructions (RES-2022-259 : Resolution of Intention to Sell Real Property in Don Pedro)

(A) a Preliminary Report issued by Escrow Holder with respect to the Property; and
(B) legible copies of all documents referred to in such Preliminary Report.

Seller shall use its best efforts to deliver the Title Documents to Buyer within five business days following the Effective Date. Buyer shall have 15 calendar days from the Effective Date to give Seller and Escrow Holder written notice ("Buyer's Title Notice") of Buyer's approval or disapproval of the Title Documents. The failure of Buyer to give Buyer's Title Notice to Seller within the specified time period shall be deemed Buyer's disapproval of the Title Documents. In the event that Buyer's Title Notice disapproves, or is deemed to have disapproved of any matter of title shown in the Title Documents, Seller shall, within five calendar days after Buyer's Title Notice is received by Seller, give Buyer written notice ("Seller's Title Notice") of those disapproved title matters, if any, which Seller is unwilling or unable to, after reasonable and good faith efforts, have eliminated from title to the Property by the Close of Escrow. Notwithstanding the foregoing, Seller agrees to remove on the Close of Escrow any deeds of trust whereby Seller is the trustor or borrower which are currently recorded against the Property. If Seller is unable or unwilling to remove all of the title matters objected to by Buyer in Buyer's Title Notice, or fails to deliver Seller's Title Notice, Buyer shall have five business days from receipt of Seller's Title Notice to notify Seller in writing that either (1) Buyer is willing to purchase the Property, subject to such disapproved exceptions, or (2) Buyer elects to terminate this transaction. Failure of Buyer to take either one of the actions described in clause (1) or (2) in the previous sentence shall be deemed to be Buyer's election to take the action described in clause (2). If this Agreement is terminated pursuant to this Section 7(a)(i), the Deposit shall be returned to Buyer (provided that Buyer has complied with the terms of Section 23(m) below), and, except as otherwise provided in this Agreement, Seller and Buyer will have no further obligations or rights to one another under this Agreement;

(ii) Inspections and Studies/Costs: For the period of time commencing on the Effective Date and ending 30 calendar days later ("Contingency Period"), Buyer shall have the right to conduct any and all non-destructive inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports and environmental testing) with respect to the Property as Buyer may elect to make or maintain. The cost of any such inspections, tests and/or studies shall be borne by Buyer.

Between the Effective Date and the Close of Escrow, Buyer and Buyer's employees, agents, contractors, subcontractors and consultants (collectively, "Buyer's Representatives") shall have the right to enter upon the Property, at reasonable times during ordinary business hours upon prior written notice to Seller to perform such inspections, investigations, tests and studies. Following any such tests or inspections, Buyer agrees to promptly return any portions of the Property damaged or altered by Buyer during such tests or inspections to substantially the same condition which existed prior to such test or inspection.

Buyer shall indemnify, defend and hold Seller and the Property harmless from any and all claims, damages or liabilities arising out of or resulting from the entry onto or activities upon the Property by Buyer or Buyer's Representatives or liens arising from Buyer's due diligence review of the Property.

Attachment: Bid Submittal Instructions (RES-2022-259 : Resolution of Intention to Sell Real Property in Don Pedro)

Prior to the expiration of the Contingency Period, Buyer shall deliver to Seller and Escrow Holder written notice ("Contingency Period Notice") of its approval or disapproval of the Property and the Documents and Materials (as defined in Section 7(a)(vii), below). Buyer acknowledges that the property will transfer to Buyer in its present “AS-IS” condition as at the time of the Close of Escrow and that Seller will make no repairs before or during Escrow or after the Close of Escrow. The Contingency Period Notice to the Escrow Holder shall be accompanied by the Natural Hazards Disclosure Statement. The failure of Buyer to timely deliver the Contingency Period Notice shall be deemed to constitute Buyer's disapproval of the Property and the Documents and Materials, and the Deposit shall be returned to Buyer (provided that Buyer has complied with the terms of Section 23(m) below), and, except as otherwise provided in this Agreement, Seller and Buyer will have no further obligations or rights to one another under this Agreement.

If this Agreement is terminated pursuant to this subsection, Buyer shall deliver to Seller (a) the Documents and Materials delivered to Buyer by Seller, and (b) at no cost and without warranty as to correctness, copies of all reports, studies, maps and engineering studies that were generated by third parties for Buyer with respect to the Property, including, but not limited to, all environmental reports, surveys, marketing reports, geotechnical reports, lot studies and improvement plans;

(iii) Title Insurance: As of the Close of Escrow, Title Company shall have committed to issue the Title Policy to Buyer;

(iv) Seller's Representations: All representations and warranties made by Seller to Buyer in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow;

(v) Natural Hazards Disclosure Statement: No later than ten business days prior to the scheduled expiration of the Contingency Period, Seller shall deliver to Buyer a Natural Hazards Disclosure Statement for the Property. Buyer shall have approved the Natural Hazards Disclosure Statement and returned a signed copy thereof to Seller and Escrow Holder by the expiration of the Contingency Period;

(vi) Seller's Obligations: As of the Close of Escrow, Seller shall have performed all of the obligations required to be performed by Seller under this Agreement;

(vii) Documents and Materials: Seller is exempt from providing any disclosures to Buyer. However; Seller will provide any reports or documents that are available to the public within ten calendar days of buyers request and Seller shall provide lease estoppels for all leases in effect, to the extent within Seller's knowledge, possession or control ("Documents and Materials");

(viii) Approval of the County Board of Supervisors: The sale of the Property, after the required notice and published hearing pursuant to California Government Code section 25520 et seq., is subject to approval by the Mariposa County Board of Supervisors. If the Board of Supervisors does not approve the sale, the Deposit and all other monies delivered to Escrow Holder by Buyer shall be immediately returned to Buyer.

(b) **Conditions to Seller's Obligations**: The Close of Escrow and Seller's obligation to consummate the transactions contemplated in this Agreement are subject to the satisfaction of the following conditions (or Seller's waiver thereof) for Seller's benefit on or prior to the dates

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designated below for the satisfaction of such conditions, or the Close of Escrow in absence of a specified date:

(i) Buyer's Obligations: Buyer shall have timely performed all of the obligations required to be performed by Buyer under this Agreement;

(ii) (ii) Buyer's Representations: All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow;

(v) Purchase Price: Buyer shall have timely delivered the Purchase Price and other sums owing under this Agreement in good funds to Escrow Holder;

(vi) Natural Hazards Disclosure Statement: Prior to the end of the Contingency Period, Buyer shall have returned a signed copy of the Natural Hazards Disclosure Statement to the Seller, which shall be mutually acceptable to both Buyer and Seller.

(c) **Failure of Condition to Close of Escrow**: If any of the conditions set forth in Section 7 or Section 22 are not timely satisfied or waived by the appropriate benefited party for a reason other than the default of Buyer or Seller, this Agreement shall terminate, and the Deposit and all other monies delivered to Escrow Holder by Buyer shall be immediately returned to Buyer (provided that Buyer has complied with the requirements of Section 23(m) below), and except as otherwise provided herein, the parties shall have no further obligations hereunder.

8. **Deposits By Seller**: At least one business day prior to the Close of Escrow, Seller shall deposit with Escrow Holder the following documents:

(a) Grant Deed: The Grant Deed, duly executed and acknowledged in recordable form by Seller

(b) FIRPTA Certificate: A certification, acceptable to Escrow Holder, duly executed by Seller under penalty of perjury, setting forth Seller's address and federal tax identification number in accordance with and/or for the purpose of the provisions of Sections 7701 and 1445, as may be amended, of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.

9. **Deposits By Buyer**: At least three business days prior to the Close of Escrow, Buyer shall deposit or cause to be deposited with Escrow Holder the following:

(a) Purchase Price: The balance of the Purchase Price (as adjusted by the Deposit, buyer credits and prorations provided for herein), in cash or immediately available funds.

(b) Grant Deed: A copy of the form of Grant Deed signed, read and approved.

10. **Costs and Expenses**: Any documentary transfer taxes charged by the County and/or City (if any) shall be paid by Seller. Except as otherwise specified in this Agreement, Seller and Buyer shall equally divide any applicable escrow fees and recording charges. Buyer and Seller shall each pay all legal and professional fees and fees of other consultants incurred by Buyer and Seller, respectively. Any costs incurred through the Escrow relating to the Property that are not specifically allocated to Buyer or Seller under this Agreement shall be apportioned in the manner customary in the County.

11. **Prorations**:

Attachment: Bid Submittal Instructions (RES-2022-259 : Resolution of Intention to Sell Real Property in Don Pedro)

(a) Taxes/Assessments: All non-delinquent real estate taxes and non-delinquent assessments on the Property shall be prorated as of 12:01 a.m. on the day of the Close of Escrow based on the actual current tax bill, but if such tax bill has not yet been received by Seller by the Close of Escrow, then the current year's taxes shall be deemed to be 102% of the amount of the previous year's tax bill for the Property. All delinquent taxes and all delinquent assessments, interest and penalties, if any, on the Property shall be paid at the Close of Escrow from funds accruing to Seller. All supplemental taxes billed after the Close of Escrow for periods prior to the Close of Escrow shall be paid promptly by Seller to Buyer in immediately available funds.

(b) Other Expenses: All other expenses for the Property shall be prorated as of 12:01 a.m. on the day of the Close of Escrow between the parties based upon the latest available information.

12. **Corrections**: If any errors or omissions are made regarding adjustments and prorations as set forth herein, the parties shall make the appropriate corrections promptly upon discovery thereof. If any estimates are made at the Close of Escrow regarding adjustments or prorations, the party shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the party entitled thereto.

13. **Condition and Inspection of Property**: Notwithstanding any other provision of this Agreement to the contrary, Seller makes no representation or warranty (except as expressly set forth in Section 14 below) whatsoever regarding the Property, the physical condition of the Property, its past use, its compliance with laws (including, without limitation, laws governing environmental matters, zoning, and land use), or its suitability for Buyer's intended use. Buyer hereby represents and warrants that Buyer is relying solely upon, and as of the expiration of the Contingency Period will have conducted its own independent inspection, investigation, and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller, including, without limitation, any and all matters concerning the condition, use, sale, development or suitability for development of the Property.

14. **Seller's Representations and Warranties**: In consideration of Buyer entering into this Agreement, Seller makes the representations and warranties set forth in this Section 14. Seller shall represent and warrant the accuracy or completeness of all documents and information ("Reports") reviewed or received by any of the parties in connection with this transaction, including financial reports, lease and/or sublease agreements, service contracts, structural, geological, or engineering studies, plans and specifications. Seller represents and warrants that all documents provided to Buyer shall be complete and accurate to the best knowledge and ability of Seller.

In the event that Buyer, prior to Close of Escrow, becomes aware, from Seller or otherwise, of any inaccuracy or omission in the disclosures, information, or representations previously provided to Buyer by Seller or its consultants or agents, which will have a material, adverse impact on Buyer, the Property or the intended use of the Property, Buyer, as its sole option and remedy, may either (i) terminate this transaction and receive a refund of its Deposit, thereby waiving any claims or actions that Buyer may have against Seller as a result of such inaccuracy or omission, or (ii) proceed with the Close of Escrow hereunder, thereby waiving any rights that Buyer may have against Seller as a result of such inaccuracy or omission. Buyer agrees that, under no circumstances, shall Buyer be entitled to purchase the Property and then bring any claim or action against Seller for damages as a result of such inaccuracy or omission, except if such inaccuracy or omission is based on fraud or intentional misrepresentation by Seller.

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(a) Seller's Authority: Seller is the sole owner of fee title to the Property and has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby in the execution, delivery and performance of this Agreement. Furthermore, the execution and delivery of this Agreement has been duly authorized and no other action by Seller is required in order to make it a valid and binding contractual obligation of Seller.

(b) No Prior Transfers: Seller has not previously sold, transferred or conveyed the Property, or granted to any other person or entity any right or interest in all or any part of the Property and Seller has not entered into any executory contracts for the sale of all or any part of the Property (other than this Agreement), nor do there exist any rights of first refusal or options to purchase the Property, other than this Agreement and except as may be set forth in the Title Documents or the Leases.

(c) Leases: Seller shall provide to Buyer all information and documentation pertaining to all leases or other agreements (whether oral or written) affecting or relating to the rights of any party with respect to the possession of the Property or any portion thereof which will be in effect after Close of Escrow.

(d) Hazardous Materials: Except as disclosed in the Documents and Materials, to the actual knowledge of Seller, the Property is not, as of the date of the Effective Date of this Agreement, in violation of any federal, state or local law, ordinance or regulation relating to Hazardous Materials (as defined herein), industrial hygiene or the environmental conditions on, under or about the Property including, but not limited to, soil and ground water condition. The term “Hazardous Materials” shall mean any flammable explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances and other related materials including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal, state or local laws or regulations.

15. **Buyer's Representations and Warranties**: In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which constitutes a condition precedent to Seller's obligations hereunder):

(a) Buyer's Authority: Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

(b) Enforceability: This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms.

(c) Conflicting Documents: Neither the execution and delivery of this Agreement and the documents and instruments referenced herein, nor the occurrence of the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents and instruments referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage,

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deed of trust, loan, partnership agreement, lease or other agreement or instrument to which
Buyer is a party.

(d) No Side Agreements or Representations: Buyer represents, warrants and covenants to Seller that Buyer has entered into this Agreement based upon its rights and intentions to independently inspect the Property.

16. **Default by Seller or Buyer**: If the transaction is not consummated solely as a result of a default by either Seller or Buyer, then the non-defaulting party may terminate this Agreement by delivery of notice of termination to the defaulting party. The defaulting party shall pay any title and/or escrow fees charged by the Escrow Holder in connection with canceling escrow, and, except for any indemnity or other provisions in this Agreement that specifically survive the Closing or the earlier termination of this Agreement, neither party shall have any further rights or obligations hereunder.

17. **Damage or Condemnation Prior To Closing**: Seller shall promptly notify Buyer of any casualty to the Property or any condemnation proceeding considered or commenced prior to the Close of Escrow. If any such damage or proceeding relates to or may result in the loss of any "material portion" (as defined herein) of the Property, Seller or Buyer may, each at its option, elect either to (i) terminate this Agreement, in which event the Deposit, including all accrued interest, shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, or (ii) continue the Agreement in effect, in which event upon the Close of Escrow, Buyer shall be entitled to any compensation, award, or other payments or relief resulting from such casualty or condemnation proceedings. The term "material portion" shall mean damages greater than $100,000.00.

18. **Notices**: All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours (provided that, notices which are hand delivered shall not be effective unless the sending party obtains a signature of a person at such address that the notice has been received); (b) upon receipt when sent by facsimile to the number set forth below (provided that, notices given by facsimile shall not be effective unless the receiving party delivers the notice also by one other method permitted under this Section); (c) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery); or (d) one business day after the notice has been deposited with either FedEx or United Parcel Service to be delivered by overnight delivery (provided that, the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

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TO BUYER:

Name:

Address
Address
Attn:
Phone:
Facsimile:
Email:

TO SELLER:

Name:

Address
Address
Attn:
Phone:
Facsimile:
Email:

TO ESCROW HOLDER:

Name:
Address:
Address:
Phone:
Facsimile:
Email:

Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this Section 18, and that any person to be given notice actually receives such notice. Any notice to a party which is required to be given to multiple addresses shall only be deemed to have been delivered when all of the notices to that party have been delivered pursuant to this Section. If any notice is refused, the notice shall be deemed to have been delivered upon such refusal. Any notice delivered after 5:00 p.m. (recipient's time) or on a non-business day shall be deemed delivered on the next business day. A party may change or supplement the addresses given above, or designate additional addressees, for purposes of this Section by delivering to the other party written notice in the manner set forth above.

19. **Brokers**: Seller represents it has not engaged nor is it aware of any person entitled to any brokerage commission or finder's fee in connection with this transaction. Buyer represents it has not engaged any person entitled to any brokerage commission or finder's fee in connection with this transaction except ("Buyer's Broker"), in which Buyer shall be responsible for any and all of Buyer's Broker applicable fees. Each party agrees to indemnify the other party against any claim asserted against or adjudged against the other party, for any brokerage commission or finder's fee or any like compensation occasioned by or as a result of any act or omission of each such party, including all attorney's fees, costs, expenses and any other fees incurred by, charged against or adjudicated against, the other party, whether or not suit is filed, which are related to this indemnity agreement or enforcement thereof.

20. **Assignment**: Buyer shall not assign its right, title or interest in this Agreement to any other party without the prior written consent of Seller.

21. **Exchange**: The parties acknowledge that either party may desire to structure the sale or the purchase of the Property as an exchange pursuant to Section 1031 or 1033 of the Internal Revenue Code of 1986. The parties agree to reasonably cooperate with each other to accomplish such exchange(s) and each party hereby agrees that any and all costs associated

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with said exchange shall be borne solely by the exchanging party and shall in no way be attributable to the non-exchanging party. In no event shall the non- exchanging party be required to take title to the exchanged property(ies) to effectuate the tax-deferred exchange contemplated by this Paragraph.

22. **Additional Terms and Conditions to Close Escrow**: None

23. **Miscellaneous**:

(a) Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(b) Waivers: No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

(c) Survival: All of Buyer's and Seller's warranties, indemnities, representations, covenants, obligations, undertakings and agreements contained in this Agreement shall survive for one (1) year following the Close of Escrow.

(d) Successors and Assigns: Subject to Section 20, this Agreement shall be binding upon and shall inure to the benefit of the grantees, transferees, successors and permitted assigns of the parties hereto.

(e) Entire Agreement: This Agreement (including all Recitals and Exhibits attached hereto), is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

(f) Time of Essence: Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform.

(g) Relationship of Parties: Nothing contained in this Agreement shall be deemed or construed by the parties to create the relationship of principal and agent, a partnership, joint venture or any other association between Buyer and Seller.

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(h) Construction/Exhibits: Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs and subsections are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

(i) Governing Law: The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The parties to this Agreement expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

(j) Days of Week: A "business day," as used herein, shall mean any day other than a Saturday, Sunday or holiday, as defined in Section 6700 of the California Government Code. If any date for performance herein falls on a day other than a business day, the time for such performance shall be extended to 5:00 p.m. on the next business day.

(k) Possession of Property: Subject to the Approved Conditions of Title, Buyer shall be entitled to the possession of the Property immediately following the Close of Escrow.

(l) Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

(m) Termination Documents: If this Agreement is terminated prior to the Close of Escrow for any reason, Buyer shall deliver to Seller the following documents and materials (collectively hereinafter referred to as the "Termination Documents"): (i) the Documents and Materials delivered to Buyer by Seller, and (ii) at no cost and without warranty as to correctness, copies of all reports, studies, maps and engineering studies that were generated by third parties for Buyer with respect to the Property, including, but not limited to, all environmental reports, surveys, marketing reports, geotechnical reports, lot studies and improvement plans. It is understood and agreed that, with respect to any provision of this Agreement which refers to the termination of this Agreement and the return of the Deposit to Buyer, such Deposit shall not be returned to Buyer unless and until Buyer has fulfilled its obligation to return to Seller the Termination Documents.

The parties have executed this Agreement as of the dates set forth below.

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SELLER:

COUNTY OF MARIPOSA

By: _____
Signature

Name: _____
Print

Title: _____

Date: _____

BUYER:

By: _____
Signature

Name: _____
Print

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Steven Dahlem, County Counsel

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EXHIBIT A

(MPA APN 001-030-001 & TC APN 071-120-011)

A tract of land situated in portions of Sections 22 and 27, Township 2 South, Range 15 East, M.D.M. Mariposa County and Tuolumne County, State of California, said tract of land being more particularly described as follows:

All that certain real property conveyed to Mariposa County Service Area 1-M, a Political Subdivision of the County of Mariposa by Corporation Grant Deed, recorded July 5, 1973 in Volume 147 of Official Records, Page 480, Mariposa County Records, attached hereto as Exhibit B.

The above described tract of land is subject to any rights-of-way or easements of record or legally acquired.

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AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY AND INITIAL JOINT ESCROW INSTRUCTIONS

This Agreement for the Purchase and Sale of Real Property and Initial Joint Escrow Instructions ("Agreement"), dated for reference purposes only _____, 2022, is entered into by and between the County of Mariposa, a subdivision of the State of California ("Seller"), and _____ ("Buyer"), and is predicated on the following facts:

RECITALS

Seller is the owner of certain real property consisting of approximately 162 acres located in the Lake Don Pedro area of Mariposa County, California, commonly known as Mariposa Assessor's Parcel Number 001-030-001 & Tuolumne Assessor's Parcel Number 071-120-011, as described more fully in Exhibit "A" attached hereto ("the Property").

On the terms, conditions and provisions set forth in this Agreement, Buyer desires to purchase, and Seller desires to sell to Buyer, the above-listed real property. Seller no longer requires the Property for future public use. Buyer and Seller have entered into this Agreement voluntarily as a negotiated transaction for the Buyer to acquire and for the Seller to sell the Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Seller and Buyer agree as follows:

1. **PURCHASE AND SALE.**

   Seller agrees to sell, convey, and transfer all of Seller's rights, title, and interest in and to the Property, including any easements and rights appurtenant thereto, and Buyer agrees to purchase and accept the Property, upon the terms and conditions herein contained.

2. **TRUTH OF RECITALS.**

   The parties agree that all recitals are true.

3. **EFFECTIVE DATE.**

   This Agreement is effective upon execution by the parties hereto.

4. **PURCHASE PRICE.**

   A. The purchase price for the property shall be $_____.

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B. Seller and Buyer each agree to pay fifty percent (50%) of all fees and costs directly associated with the sale.

C. The purchase price shall be payable as follows:

i. Buyer has submitted to Seller, with this Agreement, a good faith deposit ("Deposit"), in the form of a cashier's check, in the amount of $_____, equivalent to ten percent (10%) of the purchase price. This amount shall be deposited in Seller's bank account within five business days after the effective date. The deposit shall become nonrefundable to Buyer upon Buyer's delivery to Seller of the Contingency Period Notice as defined in 7(a)(ii) below accepting all conditions of the Property and waiving all contingencies.

ii. At least three business days prior to the close of escrow, Buyer shall deposit the balance of the purchase price with Escrow Holder, in immediately available funds, which shall be paid to Seller at close of escrow.

5. **ESCROW AND TITLE.**

A. Escrow Holder ("Escrow Holder") shall be:

Inter-County Title Company
5160 Bullion Street
Mariposa, CA 95338
Phone: (209) 966-3653

B. Within five (5) days after the effective date of this Agreement, Buyer shall open an escrow account ("Escrow") with Escrow Holder and deliver to Escrow Holder all escrow instructions necessary to consummate the transaction contemplated by this Agreement. Any subsequent changes to the escrow instructions must be mutually agreed upon with written consent of both parties.

C. The Property shall be conveyed to Buyer from Seller by a grant deed ("Grant Deed") in the form customarily used by Escrow Holder, subject only to:
i. All applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affective the development, use, occupancy or enjoyment of the Property; and
ii. Exceptions which are approved and/or accepted by Buyer in accordance with section 7(A)(i) of this Agreement.

6. **CONDITIONS TO CLOSE ESCROW.**

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A. For the purpose of this Agreement, the "Close of Escrow" shall be defined as the date that the Grant Deed is recorded in the official records of the County. The Close of Escrow is estimated to occur on or around July 15, 2022, but shall occur no later than sixty (60) calendar days after approval by the Board of Supervisors.

B. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions, or Buyer's waiver in writing thereof, for Buyer's benefit on or prior to the dates designated for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

i. Title: Pursuant to the terms and conditions of this subsection, Buyer shall have the right to approve matters of and exceptions to the title of the Property, as disclosed by the following documents and instruments (collectively, "Title Documents"):

a. A preliminary report issued by Escrow Holder with respect to the Property; and
b. Legible copies of all documents referred to in such preliminary report.

Seller shall use its best efforts to deliver the Title Documents to Buyer within five business days following the effective date. Upon delivery of Title Documents, Buyer shall have fifteen (15) calendar days to give Seller and Escrow Holder written notice of Buyer's approval or disapproval of the Title Documents. Buyer's failure to give written notice of approval or disapproval of Title Documents within the specified time period shall be deemed Buyer's approval of the Title Documents.

In the event that Buyer disapproves of Title Documents, Seller shall notify Buyer within five calendar days which of those disapproved title matters, if any, Seller is unwilling or unable to, after reasonable and good faith efforts, have eliminated from title to the Property by the Close of Escrow.

Notwithstanding the foregoing, Buyer and Seller agree that deed restrictions related to the use of the property as a sanitary landfill have been disclosed and will not be resolved as a part of this transaction.

If Seller is unable or unwilling to remove all of the title matters to which Buyer objects, or fails to respond to Buyer as required, Buyer shall have five business days from receipt of the Seller's notice, or the last day allowed for delivery of the Seller's notice, to notify

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Seller in writing that either (1) Buyer is willing to purchase the Property, subject to such disapproved exceptions, or (2) Buyer elects to terminate this transaction. Failure of Buyer to respond in writing shall be deemed to be Buyer's election to terminate the transaction.

If this Agreement is terminated pursuant to this Section, the Deposit shall be returned to Buyer and, except as otherwise provided in this Agreement, Seller and Buyer will have no further obligations or rights to one another under this Agreement.

ii. Title Insurance: Escrow Holder shall have obtained for the benefit of the Buyer a standard coverage CLTA Buyer's policy of title insurance showing title in the Property vested in Buyer.

iii. Seller's Deposit: On or before the date which is one (1) business day prior to the closing date, Seller shall have deposited with Escrow Holder funds sufficient to meet its obligations.

iv. Seller's Representations and Obligations: All representations and warrantees made by Seller to Buyer in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material aspects as of the Close of Escrow. Seller shall have also performed all of the obligations required to be performed by Seller under this Agreement.

v. Documents and Materials: Seller is exempt from providing any disclosures to Buyer. However, Seller will provide any reports or documents that are available to the public within ten (10) calendar days of Buyer's request.

vi. Approval of the County Board of Supervisors: The sale of the Property, after the required notice and published hearing pursuant to California Government Code section 25520 et seq., is subject to approval by the Mariposa County Board of Supervisors. If the Board of Supervisors does not approve the sale, the Deposit and all other monies delivered to Escrow Holder by Buyer shall be immediately returned to Buyer.

C. The Close of Escrow and Seller's obligation to consummate the transaction contemplated in this Agreement are subject to the satisfaction of the following conditions, or Seller's waiver thereof, for Seller's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

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i. Buyer's Obligations: Buyer shall have timely performed all of the obligations to be performed by Buyer under this agreement.

ii. Buyer's Representations: All representations and warranties made by the Buyer to Seller in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow.

iii. Purchase Price: Buyer shall have timely delivered the Purchase Price and other sums owing under this Agreement in good funds to Escrow Holder.

D. If any of the conditions set forth in this section are not timely satisfied or waived by the appropriate benefited party for a reason other than the default of Buyer or Seller, this Agreement may terminate by written notice from Buyer or Seller to the other party. In the event this Agreement is terminated as a result of a failure to meet the conditions to close escrow, the Deposit and all other monies delivered to Escrow Holder by Buyer shall be immediately returned to Buyer, except as otherwise provided herein, and the parties shall have no further obligations hereunder.

7. **RIGHT OF ENTRY.**

At all reasonable times, Buyer or its representatives shall have the right to inspect and examine the Property to the extent Buyer reasonably deems necessary. Buyer shall defend, indemnify, and hold Seller harmless from and against any and all liability which is attributed to Buyer or its agents, servants, or employees, for any personal injury and/or damage to personal or real property arising from the aforesaid inspections and investigations; and provided further, that notwithstanding any other provision of this Agreement to the contrary, the indemnification obligation of Buyer to Seller set forth in this provision shall survive termination of this Agreement.

8. **WARRANTEES.**

A. Seller's Representations and Warranties. Seller represents and warrants as provided in this Section 8.A. The representations and warranties of Seller contained in this Agreement are made as of the date hereof and as of the close of escrow and shall, except as herein expressly provided to the contrary, survive the close of escrow.

i. Authority: The execution and delivery of this Agreement and the consummation of the transaction thereof, will be duly authorized and approved by all requisite actions and no other authorizations or approvals, whether by governmental bodies or otherwise, will be necessary to enable Seller to enter into or perform this Agreement.

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ii. Binding Effect of Documents: This Agreement and the other documents to be executed by Seller hereunder, upon execution and delivery thereof by Seller, will have been duly entered into by Seller, will constitute valid, legal, and binding obligations of Seller and will be enforceable against Seller in accordance with their terms, subject to bankruptcy, insolvency, and similar laws affecting generally the enforcement of creditors rights.

iii. Foreign Person: Seller warrants its non-foreign status pursuant to Section 1445 of the Internal Revenue Code of 1954, as amended, and agrees to execute a certificate to that effect at close of escrow.

iv. Seller's Warranty Regarding Authorization: Seller warrants that the party or parties executing this Agreement on their behalf are duly authorized to do so and the execution and performance of this Agreement has been duly and validly authorized by all necessary partnership, corporate, government, or other necessary action.

v. Hazardous Materials: Seller warrants that to its knowledge, there are no environmental, geological, or other hazards known to it that would make the Property unsuitable for the purposes described in the Recitals above.

B. Buyers Representations and Warranties. Buyer represents and warrants as provided in this Section 8.B. The representations and warranties of Buyer contained in this Agreement are made as of the date hereof and as of the close of escrow and shall survive the close of escrow.

i. Authority: Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

ii. Binding Effect of Documents: This Agreement and the other documents to be executed by Buyer hereunder, upon execution and delivery thereof by Buyer, will have been duly entered by Buyer, will constitute valid, legal, and binding obligations of Buyer, and will be enforceable against Buyer in accordance with their terms, subject to bankruptcy, insolvency, and similar laws affecting generally the enforcement of creditors rights.

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9. **DISCLOSURE.**

Seller agrees to disclose within five (5) days of the effective date of this Agreement any matters required by law and allow Buyer ten (10) days after disclosure to approve or disapprove the matters disclosed. Items to be disclosed shall be all matters within the knowledge of the Seller regarding the condition of the Property and limitations on its use, which could reasonably affect the Buyer's desire to purchase the Property.

10. **CONDITION AND INSPECTION OF PROPERTY.**

A. Buyer acknowledges that it has made or will make its own inspection of the Property and its acreage, physical, environmental and economic characteristics and conditions, and based upon said inspection and contingent upon approval of Buyer's conditions to close of escrow as set forth in Section 6 hereof, approves and waives any and all objections to its acreage, physical, environmental and economic characteristics and conditions, whether or not disclosed by such inspection. Buyer represents and warrants, upon its approval of its conditions to close of escrow as set forth in Section 6 hereof, that Buyer is familiar with the Property and is relying, except as to matters specifically warranted or required to be disclosed by Seller herein, solely upon its own inspection, investigation, and analysis of the Property.

B. Any and all reports, plans, soils, and environmental reports and other information ("Plans") which may be given to Buyer by Seller have been given without consideration as an accommodation to Buyer and shall remain the property of Seller. Buyer may retain a copy and provide a copy to potential purchasers.

C. Buyer acknowledges that, except as to the matters specifically warranted by Seller herein, neither Seller nor any of its employees, agents, officers, representatives, or any other person acting on behalf of Seller, has made any representations, warranties or agreements by or on behalf of Seller as to any matters concerning the Property or the suitability of the Property or the plans for Buyer's intended use.

D. Any agreements, warranties, or representations not expressly contained herein shall in no way bind Seller. Buyer expressly waives any and all claims for damages by reason of any statement, representations, warranties, promise, covenant, if any, not contained in this Agreement. The provisions of this Section shall survive the close of escrow.

11. **LIMITATIONS ON WAIVER.**

The provisions of this Agreement may only be waived if the waiver is in writing and is signed by the party making the waiver. No delay or omission in exercising any right under this Agreement shall operate as a waiver of the right of any further provision. No waiver of any particular provision of this Agreement shall be treated as a waiver of any other provision, and no waiver shall be deemed a continuing waiver or a waiver of a subsequent breach or default.

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12. **NO INTERPRETATION AGAINST DRAFTER**.

The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties to this Agreement. Hence, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

14. **NO REPRESENTATION OF TAX CONSEQUENCES.**

Buyer and Seller have not made and are not making any representations to the other concerning any of the tax effects of the transactions provided for in this Agreement. Buyer and Seller shall not be liable for or in any way responsible to the other because of any tax effect resulting from the transactions provided for in this Agreement.

15. **AMBIGUITIES.**

Buyer and Seller each warrant to each other that each is a sophisticated owner of real property, and that each is familiar and experienced with the sale, purchase, and ownership of real property. Seller and Buyer agree that all of the terms and conditions of this Agreement between the parties hereto are stated herein and no representations or inducements have been made to Seller by Buyer or to Buyer by Seller other than those expressly set forth herein. Both Buyer and Seller expressly warrant to each other that all of the terms and conditions contained herein have been fully explained and are understood by both Buyer and Seller, and that there are no ambiguous terms contained herein, and that the terms, conditions, obligations, rights, and duties of both Buyer and Seller are fully understood by each of the parties hereto. No other agreement or understanding, whether signed or not, shall have any force or effect with regard to the Property.

It is further understood and agreed by the parties hereto that this Agreement and the attached Exhibit "A" embody the full and complete terms of the parties' agreement in regard to the subject property herein described, and as such, this Agreement is intended by the parties and does, in fact, set forth the parties' final expression of their agreement, and as such, this constitutes an integrated agreement as is intended by the parties hereto and, in fact, does constitute their intention to supersede any and all oral and/or written prior or contemporaneous agreements, and this Agreement constitutes the final, complete, and exclusive embodiment of the agreement of the parties hereto.

16. **TIME.**

Time is of the essence in this Agreement and each and every provision wherein time of performance is a factor.

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17. **COOPERATION.**

The parties hereto agree to cooperate in executing any other or further documents appropriate or necessary to carry out the provisions of this Agreement.

18. **LAW.**

This Agreement shall be governed by the laws of the State of California.

19. **HEADINGS AND MEANINGS OF WORDS.**

The subject headings have been inserted in this Agreement for convenience only and should not be used to alter or interpret the content of this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice-versa, unless the context requires otherwise. The words "herein", "hereof", "hereunder", and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section unless so specified. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday, then the duration of such time shall be extended so that it shall end on the next succeeding day, which is not a Saturday, Sunday, or legal holiday. Unless otherwise specified, the word "day" shall mean a calendar day. The invalidity, illegality, or unenforceability, of any provision contained in this Agreement shall not affect or render invalid, illegal, or unenforceable the remainder of this Agreement.

20. **BINDING EFFECT; SUCCESSORS AND ASSIGNS.**

This Agreement and all representations or covenants contained herein shall constitute binding continuing obligations between the parties and, with the exception of agreements to be performed after the close of escrow, shall not be binding, insofar as applicable, beyond the close of escrow provided for herein and the transfer of ownership of the Property. This Agreement shall inure to the benefit of, and shall be binding upon the parties hereto, their heirs, personal representatives and successors in interest, executors, administrators, personal representatives, and assigns.

21. **LEGAL CHALLENGES.**

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with the laws of the State of California or the United States of America, then such judgment shall not affect, impair, or invalidate the remainder of this Agreement.

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22. **POSSESSION.**

Possession of the Property shall be delivered to Buyer by Seller at the close of escrow.

23. **SURVIVAL.**

All agreements contained herein to be performed after the closing date shall survive the delivery and recordation of the Grant Deed and the closing of the purchase and sale.

24. **EXHIBITS.**

The attached Exhibit and all items delivered into escrow are incorporated herein.

25. **SPECIFIC PERFORMANCE.**

This is an agreement for the sale and purchase of real property and may be specifically enforced by the parties. This shall not preclude the parties from electing to pursue any other legal remedies available to them in the event this Agreement is breached.

26. **ATTORNEY'S FEES.**

In the event that any party hereto shall commence any legal action or proceeding, including but not limited to an action for declaratory relief, against any other party or parties to this Agreement by reason of the alleged failure of one or more of the parties hereto to perform or keep any term, covenant, or condition of this Agreement to be performed the party and/or parties prevailing in said action or proceeding shall be entitled to recover such party's or parties' reasonable attorney's fees and costs, including attorney's fees and costs on appeal, if any. In the event suit does not proceed to final judgment, the Superior Court of the State of California, in and for the County of Mariposa, or such other court of competent jurisdiction, proper under the laws of the State of California, may be requested to determine who is the prevailing party and what sum constitutes "reasonable attorney's fees."

27. **NOTICES.**

Any notice, demand, payment, or other communication required or permitted to be given by any provision of this Agreement shall be deemed to be sufficiently given or served if delivered personally to the party to whom the same is to be delivered or upon receipt when sent by registered or certified mail, postage fully prepaid, addressed as follows:

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TO SELLER:

County Administrative Officer
P.O. Box 784
Mariposa, CA 95338

TO BUYER:

28. **AMENDMENTS.**

All modifications of or extensions to this Agreement shall be in writing, signed by both Buyer and Seller.

29. **COUNTERPART EXECUTION.**

Subject only to delivery to each party of a copy of each such counterpart, this Agreement may be executed in one or more counterparts, each of which independently shall have the same effect as if it were the original, and all of which taken together shall constitute one and the same Agreement.

30. **REAL ESTATE COMMISSION OR FEES.**

Each party represents to the other that it has not employed any brokers or finders in connection with the purchase and sale of the Property and each party shall indemnify, defend, and hold the other party harmless from any action or claim (including reasonable attorney's fees and court costs) arising out of any such third party claiming any commission or fee or other compensation due to the statement, representation, or agreement made by the indemnifying party in a claimed agreement by either party to pay any commission, finders fee or other compensation to any third party in connection with this transaction.

31. **NOT AN OFFER.**

This Agreement shall not be binding upon either Buyer or Seller unless and until this Agreement has been fully executed by both Buyer and Seller and a copy thereof delivered to Seller.

32. **FORCE MAJEURE.**

Each party's obligations hereunder shall be extended (i) by the acts, omissions, delays, or neglect of the other party, any employees or agents of the other party, any

Attachment: Purchase and Sale Agreement (RES-2022-259 : Resolution of Intention to Sell Real Property in Don Pedro)

contractor employed by the other party and any subcontractor, employee or agent of such contractor employed by the other party, (ii) by acts of God, (iii) by climatic conditions, including without limitation any time periods for which either party's work or any part thereof is stopped or delayed due to rain or other weather problems, (iv) by unavoidable casualties, (v) by labor disputes beyond the parties' control, (vi) by shortages or unavailability of materials beyond the parties' control, (vii) by any act, omission, neglect, or delay by a governmental agency; or (viii) by any other causes beyond the parties' control (collectively, "Force Majeure Event") for the time period equal to such delay.

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

BUYER:

SELLER:

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

ATTEST:

KEITH WILLIAMS
Interim Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
Mariposa County Counsel

Attachment: Purchase and Sale Agreement (RES-2022-259 : Resolution of Intention to Sell Real Property in Don Pedro)

EXHIBIT A

(MPA APN 001-030-001 & TC APN 071-120-011)

A tract of land situated in portions of Sections 22 and 27, Township 2 South, Range 15 East, M.D.M. Mariposa County and Tuolumne County, State of California, said tract of land being more particularly described as follows:

All that certain real property conveyed to Mariposa County Service Area 1-M, a Political Subdivision of the County of Mariposa by Corporation Grant Deed, recorded July 5, 1973 in Volume 147 of Official Records, Page 480, Mariposa County Records, attached hereto as Exhibit B.

The above described tract of land is subject to any rights-of-way or easements of record or legally acquired.

Attachment: Purchase and Sale Agreement (RES-2022-259 : Resolution of Intention to Sell Real Property in Don Pedro)

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - County Librarian

[ ] **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))
County Librarian

[ ] **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

Administration/Human Resources · 966-3222

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - Building Director

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed: 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))
Building 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

Administration/Human Resources · 966-3222

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - Clerk of the Board

[ ] **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))
Clerk of the Board

[ ] **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

Board of Supervisors · 209-966-3222

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Fire Safe Council Presentation

RECOMMENDATION AND JUSTIFICATION:

Receive a Presentation from the Mariposa County Fire Safe Council (MCFSC). The presentation will include an overview of the status of MCFSC and its leadership, ongoing operations, projects completed in 2021, future projects planned for 2022 and budget needs.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has received similar presentations from MCFSC and other organizations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

None.

RESULT: INFORMATION RECEIVED

MARIPOSA COUNTY

Administration/Community Development · 966-3222

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Receive a Presentation from Diane Kruse, NeoConnect, Regarding Regional Broadband Roadmap

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RECOMMENDATION AND JUSTIFICATION:

Receive a Presentation from Diane Kruse, President, NeoConnect, Introducing the Draft of the Regional Broadband Roadmap

Ms. Diane Kruse is president of NeoConnect, a firm contracted to develop a regional broadband roadmap for the counties of Alpine, Amador, Calaveras, Tuolumne and Mariposa. The Central Sierra Broadband Roadmap will focus on identifying gaps in broadband service, establishing priorities, and identifying funding opportunities to accelerate investment in broadband infrastructure. This presentation will introduce the draft of the Regional Broadband Roadmap.

The development of the Central Sierra Broadband Roadmap is supported by a $500,000 grant received from the U.S. Department of Commerce's Economic Development Administration (EDA).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board received an initial presentation from Ms. Kruse on December 2, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A. No action requested; presentation for informational purposes only.

ATTACHMENTS:
Central Sierra Broadband Roadmap, 04-2022 (PDF)
Central Sierra Broadband Roadmap, Recommendations for Mariposa County, 04-2022 (PDF)
Executive Summary, Mariposa County (PDF)

RESULT: PRESENTATION MADE

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane Kruse, NeoConnect, Regarding Regional

CENTRAL SIERRA BROADBAND ROADMAP

April 2022

Abstract

The pandemic has shown a light on the disparities of communities that have robust, affordable and abundant broadband and those that do not. In response to these disparities, there are numerous federal and state programs available to invest in broadband infrastructure. Local governments are taking a more active role in ensuring their communities have reliable, abundant and affordable broadband services for their citizens. This report provides a roadmap for the Central Sierra Region to improve broadband services by leveraging partnerships with public and private entities and by implementing various funding programs.

Prepared by Diane Kruse, NEO Connect

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Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane Kruse, NeoConnect, Regarding Regional

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BROADBAND ROADMAP CENTRAL SIERRA REGION

Introduction

Five counties located within the Central Sierra Region hired NEO Fiber, doing business as NEO Connect, to provide strategic planning for facilitation of better broadband services for their region. This Broadband Roadmap was paid in part, through the Economic Development Administration's CARES Act Recovery Assistance Program. Planning activities included identifying assets in the region that may be used for broadband infrastructure, identifying existing services and gaps in broadband coverage, outreach activities through surveys and webinars, providing high-level estimated capital costs for middle mile infrastructure and for building fiber to every home and business within the Counties, outreach and facilitation of partnerships and strategies to leverage grant programs to implement broadband infrastructure.

As having access to very high-speed broadband and data communication services is becoming a critical component for education, government services, economic development, healthcare, utility operations, first responders and business operations, local governments are considering various approaches and strategies that can be taken to facilitate more investment in fiber optic infrastructure. This facilitation can take the form of implementing broadband friendly policies and ordinances to reduce the cost of implementation by the private sector, to investing and implementing fiber on major roads within the counties, to entering into public-private partnerships to promote further broadband investment.

Considerations that impact a local government's broadband strategy and involvement include the level or amount of local government investment, examination of models and approaches implemented by other communities, exploration of how networks are typically implemented, constructed and operated, as well as exploration of public-private partnership models that are emerging in the industry and possible financing strategies for implementation.

About NEO Connect

NEO Fiber, Inc., doing business as NEO Connect, is a Colorado-based firm that was formed in 2010, and has offices in Denver and Glenwood Springs. We are a privately-held, woman-owned business. Our experience spans more than 200 broadband-planning and implementation projects across the United States, Canada and the U.S. Virgin Islands. NEO is one of a handful of companies in the industry that has first-hand experience in planning, community engagement, design/engineering, business modeling, financing, owning, and operating fiber optic, wireless and FTTH networks. We provide community broadband planning services for local governments that want to improve the lives and economic opportunities of their constituents. NEO's core competences include strategic and financial planning, design and engineering services, Gigabit planning services, project management and construction oversight.

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane Kruse, NeoConnect, Regarding Regional

Methodologies and Activities Conducted During the Planning Process

There are a number of activities that were undertaken to put together the Central Sierra Broadband Roadmap for improving broadband services in the region. These activities included:

1. **Surveys.** Surveys were made available for citizens and businesses to provide feedback on current levels of broadband, how homeowners and businesses currently use the Internet, what currently being paid for services, current download and upload speeds, and what is most important in regards to high speed Internet service.

   Survey and outreach activity results are provided in Attachment 2 of this report. This information is important as it provides feedback from citizens and businesses on the existing services in place today and the challenges of not having adequate broadband availability. This data can be used in applying for grant funding as it points to the evidence of broadband need in the region.

   NEO worked with California Forward in developing the surveys. A survey was provided for residential customers and was further split into youth and people over the age of 65. California Forward's report focuses specifically on the youth and older demographic and this report created by NEO focuses on the results of people between the age of 19 and 65. Additionally, a separate survey was developed for businesses and commercial users which is also detailed below.

   The surveys generated 976 responses, of which 63 responses were provided by business and commercial entities. Of the 976 residential responses, 449 of the responses were from people over the age of 65. The survey included a number of branch-outs where specific questions were provided to the over 65 and younger audiences. The results for these demographics are further discussed in California Forward's report.

   ### Summary of Residential Survey Results

   Although the survey is a randomized sample, the survey results of 976 responses strongly suggest the following:

   - Reliability is the most important factor for users, followed by speed and then price.
   - 35.6% of the respondents either have a home-based business (20.3%) or are planning to start a home-based business (15.3%).
   - 26.6% of the survey's respondents have school-aged children at home.
   - Central Sierra respondents reported 66.7% of households had at least one person who worked from home during the pandemic. 76% stated the current Internet service hurt their ability to work from home in a big way (18%) or somewhat (58%).
   - If offered to work from home after the pandemic, 43.8% stated they would choose to work from home, but would not be able to do everything at home because their Internet is not fast enough and 16.6% said they would not work from home because they were not be able to work from home because the current Internet speed is not fast enough.

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane Kruse, NeoConnect, Regarding Regional

- Only 13% stated their Internet speed was "fast." Most of the respondents stated their Internet speed was slow (44%) or moderate (43%).
- Only 13.4% stated the Internet performance meets their current needs.
- When asked if the respondents could subscribe to much faster speeds, which would they be more likely to choose:
    - 44.6% stated they would choose the Best, Virtually Unlimited (1 Gig) service for $100-150/month;
    - 31.7% would choose 250 Mbps for $80-$100/month followed by
    - 20.3% choosing $100 Mbps for $55-60 per month.

Summary of Business Survey Results

The business survey generated responses from 63 businesses revealed important information about the local business community. As with residences, reliability is the most important factor for businesses, followed by speed and price.

- 44% had employees that work from home at least one day in a typical work week before the pandemic. This jumped to 51.5% after the pandemic.
- The strongest benefits for business respondents with faster Internet were that businesses would be more efficient, they would collaborate with customers and partners, they would provide and attend more webinars/online training and they would provide more products and services to their customers.
- Only 21% of surveyed businesses rate their Internet as "excellent" or "good." 47% see their speed as "slow" or "very slow."
- When asked to rate the most critical components of Internet service, overwhelmingly, businesses are looking for reliability (70% indicated it was of the most importance), followed by affordable service and then speed.
- Businesses were more prone to choose the most affordable Internet service rather than the fastest and higher priced service offering. 50.8% would choose the 100 Mbps service for $70 - $85 per month, followed by 27% choosing the Gigabit services for $300 - $450 per months, and 22.2% choosing the 250 Mbps service at $200 - $300 per month.
- While most residential respondents rated their speeds as acceptable, in the business survey, (47%) of the respondents indicated that their speeds were "slow" or "very slow." Only 21% of surveyed businesses rate their Internet as "excellent" or "good."
- Respondents agreed strongly that their business operations are heavily tied to the Internet and that their demands on Internet bandwidth and speed are consistently increasing.

2. Webinars and Outreach Activities. NEO's team met with citizens and businesses in the region through outreach activities and webinars. California Forward, Young Leaders Advisory Council

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane Kruse, NeoConnect, Regarding Regional

was contracted to collect data on broadband access for youth and seniors in the five-county Central Sierra region.

3. **Broadband Availability Research.** Independent research was conducted in regard to broadband availability reported though Broadband Now, the State of California and the Federal Communications Commission. NEO's team mapped the broadband availability using several of these sources, along with overlay of parcel data provided by each of the County's GIS departments.

4. **Existing Assets and Planned Fiber Builds.** NEO's team researched and mapped existing fiber optic facilities located within the region and mapped the State of California's planned middle mile fiber expansion. NEO's team mapped community anchor institutions located within the study area.

5. **Preliminary Design and Engineering.** Preliminary design and engineering services were conducted to connect the communities with fiber for a middle mile strategy. Preliminary design was also performed to identify capital cost estimates for a Fiber-to-the-Premise networks for each supervisorial district within each County.

6. **Standardizing Policies for Broadband Implementation.** There are a number of policies and ordinances that can be standardized across the entire study area to further promote broadband investment and reduce the cost of fiber optic implementation. NEO's team assembled the existing policy information and has made recommendations on standard policy language for improving existing dig once, shadow conduit and land use policies. Many of the counties seem to have a dig once policy. These could be further improved by implementing a shadow conduit policy, that requires installation of additional conduit whenever work is being done within the right of way that the Counties retain for broadband development.

7. **Partnerships, Strategies and Plans.** And finally, this report was assembled to provide a path forward towards implementation of several strategies and plans to improve broadband and data connectivity for the Counties. The purpose of the Broadband Roadmap is not to replace what the existing service providers are planning and implementing, but rather, to provide a tool for service providers to work with the stakeholders and County staff to leverage federal and State programs with private sector investment to improve broadband service throughout the region.

The Broadband Roadmap will focus on accelerating infrastructure by aggregating regional assets and plans for middle mile fiber investment from the State of California, providing standardized policies that are broadband friendly, and establishing cost estimates for further expansion of middle mile fiber infrastructure and Fiber to the Premise builds. The intention of the Broadband Roadmap is to create shovel-ready projects to align with federal and state funding programs and to establish a toolkit for service providers and local governments on an interactive website.

Our Recommendations and How this Report is Organized

The appetite for broadband investment varies between counties and local governments. This report will focus on the following strategies to the Central Sierra Region to improve broadband infrastructure.

- Implement Broadband Friendly Policies, Ordinances and Incentives
- Invest in Middle-mile Infrastructure and Carrier Neutral Locations to Reduce Backhaul and Transport Costs

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane Kruse, NeoConnect, Regarding Regional

    - Partner with the State of California, Caltrans and Power Companies to pay for middle mile fiber and conduit
- Invest in Last-mile Fiber to the Premise Infrastructure through Service Provider Partnerships and Grant Programs

Section 1 of this report provides high-level information for all five counties on their current levels of broadband services. This section discusses and provides mapping information of the existing fiber throughout the region and the planned and recommended middle mile fiber routes and cost estimates. This section discusses why investing in middle mile infrastructure is important and provides examples of how other local governments have built conduit and middle mile fiber infrastructure to attract further investment for last mile services.

Section 2 provides recommendations for policies that are broadband friendly. Section 3 provides specific information for each county in the study area with detailed descriptions of existing services and service providers, capital cost estimates for building Fiber to the Premise for unserved and served populations and partnership recommendations for consideration. The county-specific information is provided as follows:

Section 3A – Alpine County
Section 3B – Amador County
Section 3C – Calaveras County
Section 3D – Mariposa County
Section 3E – Tuolumne County

Examples of public private partnerships are found in Section 4. A detailed description of federal and state funding programs is provided in Section 5.

California Forward has conducted survey and outreach activities for the youth and senior population. Their detailed report is provided as Attachment 1. In Attachment 2, the survey results for the remaining general population are provided.

Understanding Broadband Thresholds

The FCC and the State of California require existing service providers to report their advertised service offerings on a quarterly basis. This information is compiled and mapped through a number of databases and mapping tools. The mapping information is a notoriously incorrect representation of the actual speeds and service levels available for two primary reasons. First, the service levels and speeds are based upon advertised speeds, rather than actual speeds available. Second, if one household within a census block has access to certain speed, the service providers are able to report that this service level is available to the entire census block. There has been a national conversation within the past several years to work on ways to improve the mapping data to better reflect actual speeds.

The FCC maps now have companion maps, produced by the National Telecommunications and Information Administration (NTIA), that provide information on actual speed test data and other data that establishes indication of broadband need. NTIA is the Executive Branch agency that is principally responsible for advising the President on telecommunications and information policy issues. NTIA's programs and policymaking focus is largely on expanding broadband Internet access and adoption in America, expanding the use of spectrum by all users, and ensuring that the Internet remains an engine for continued innovation and economic growth.

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane Kruse, NeoConnect, Regarding Regional

It is important to view the FCC and State of California mapping data with caution and to gather speed test and other available data to determine actual speeds available. Speed test data provides actual speeds available at a household level and is a better indication of existing broadband service available. Another data point is to enter address data into the service provider's websites to determine what level of service can be ordered.

Before we discuss the available speeds in the Central Sierra region, it is helpful to understand various benchmarks of download and upload speeds. In California, the State uses the definition and threshold of 10 megabits per second (Mbps) in download speeds and 1 Mbps in upload speeds to determine whether an area is served. The FCC defines an unserved area is an area in which households or businesses lack access to broadband service at speeds that meet 25 megabits per second (Mbps) in download speeds and 3 megabits per second in upload speeds.

There are a number of funding programs that use another threshold – that being underserved. An underserved area is an area in which households or businesses do receive service at or above the FCC threshold but lack access to broadband service at speeds 100 Mbps in download and 20 Mbps in upload speeds. These thresholds are important because they determine whether an area is unserved or underserved, or in other words, whether or not these areas are eligible for various funding programs.

This report will provide strategies to address areas that are severely lacking broadband service and are considered priority areas for most of the State of California and federal government funding programs. This benchmark is 10/1 Mbps. Many of the broadband programs within the American Rescue Plan Act, and the Infrastructure Investment and Jobs Act allow investment in broadband for areas that do not have 100/20 Mbps in service. Therefore, this report will provide information to address the priority areas with an eye for maximizing the funding programs that allow for funding locations that are underserved, lacking 100/20 Mbps.

Another distinction is how service is being provided. Wireline service refers to service that is being provided over copper wire such as DSL, over coax such as most cable systems or over fiber optic facilities. Wireless broadband connects a home or business to the Internet using a radio link between the customer's location and the service provider's facility.

The gold standard for bandwidth capability is quickly becoming offering Gigabit services or speeds that support 1,000 Mbps. This requires building fiber to every home and business and is referred as "Fiber-to-the-Premise," or "Fiber-to-the-Home," or "Fiber-to-the-Business." With the tremendous growth in broadband demand, plans for long-term implementation of infrastructure must take into consideration the need for more fiber networks to be deployed and expanded.

Section 1, Current Broadband Coverage and Middle Mile Infrastructure Investment

Service Levels in the Central Sierra Region

Below is a chart that summarizes the percentage of housing units within each County which are served with less than 10/1 Mbps, those served with 25/3 Mbps, with 100/20 Mbps and have access to Gigabit service (1000/1000 Mbps).

Central Sierra Region Alpine, Amador, Calaveras, Mariposa and Tuolumne Counties							
County	# of Parcels with Buildings	# of Parcel with Less than 10/1 Mbps	Unserved, Less than 10/1 Mbps	Served with 25/3 Mbps	Served with 100/20 Mbps	Served with Gig 1000/1000 Mbps	Areas Eligible for 100/20 Mbps Standard, Grants
Alpine	1,297	660	51%	49%	9%	0%	91%
Amador	16,303	2000	12%	88%	42%	0%	58%
Calaveras	38,317	6946	18%	82%	73%	0%	27%
Mariposa	10,908	3871	35%	65%	3%	0%	97%
Tuolumne	22,006	7954	36%	64%	64%	64%	36%

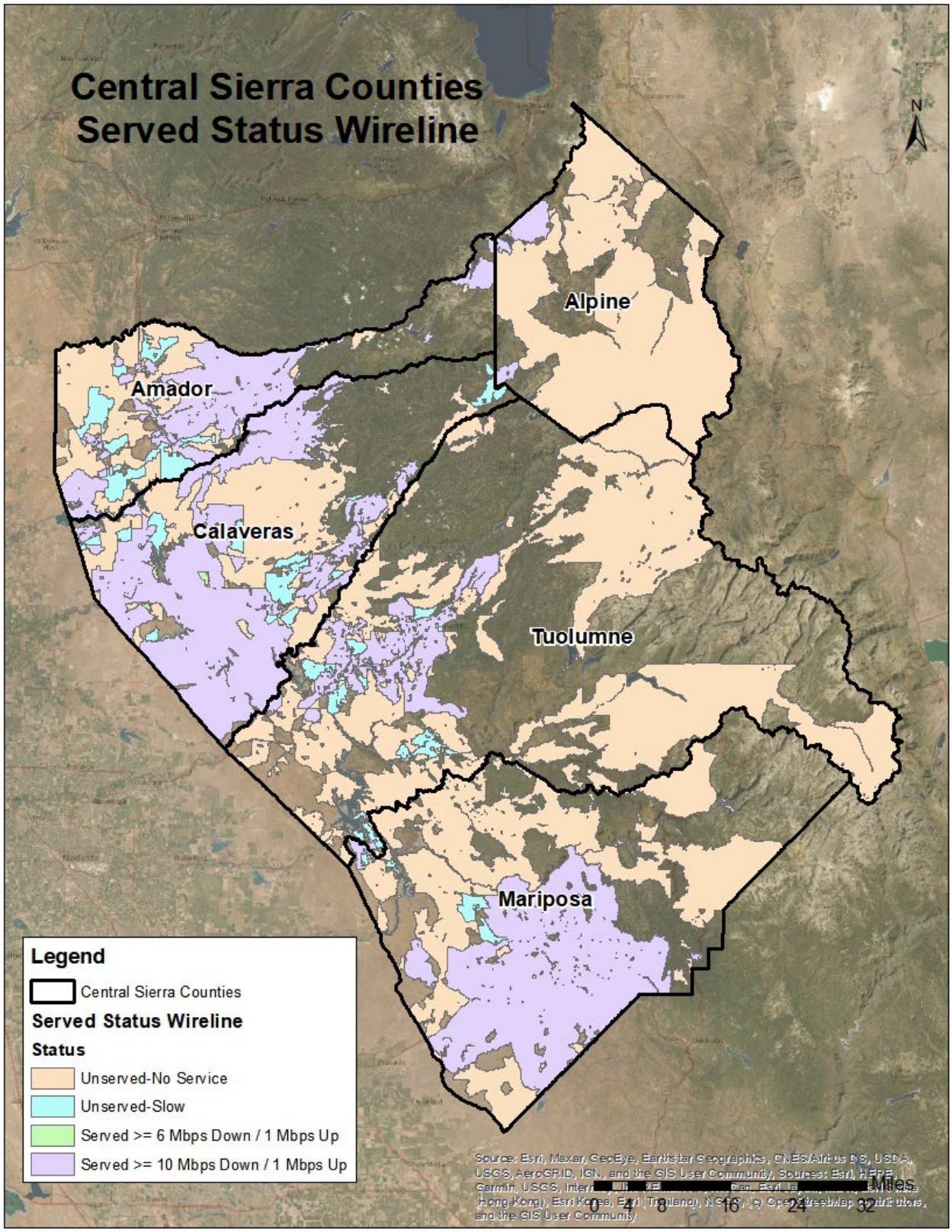
For purposes of this report, areas that are considered "Unserved" rely on the State of California definition of having less than 10/1 Mbps service. Those areas that have access to 10/1 Mbps are labeled as "Served." It should be noted that this standard is very low and NEO does not purport that this is an adequate benchmark. However, as many of the strategies to improve broadband for the region will be to work with stakeholders within the State, we will use this definition throughout the report.

Parcel information was provided by each of the County's GIS departments and reflects the total number of residential, industrial, and commercial parcels that currently have an existing building. The broadband capacity information was compiled using several sources including:

www.BroadbandNow.com (last updated May 2021)
www.broadbandmap.ca.gov (last updated December 2019)
www.broadbandmap.fcc.gov (last updated March 2020)

Below is mapping data showing Served and Unserved areas for the study area.

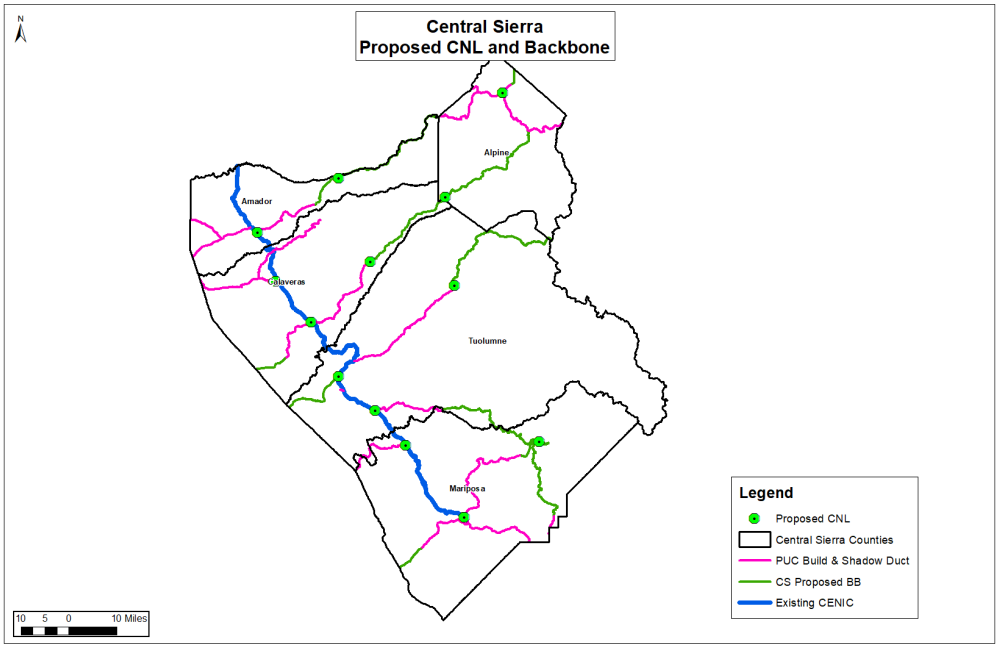
Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane Kruse, NeoConnect, Regarding Regional



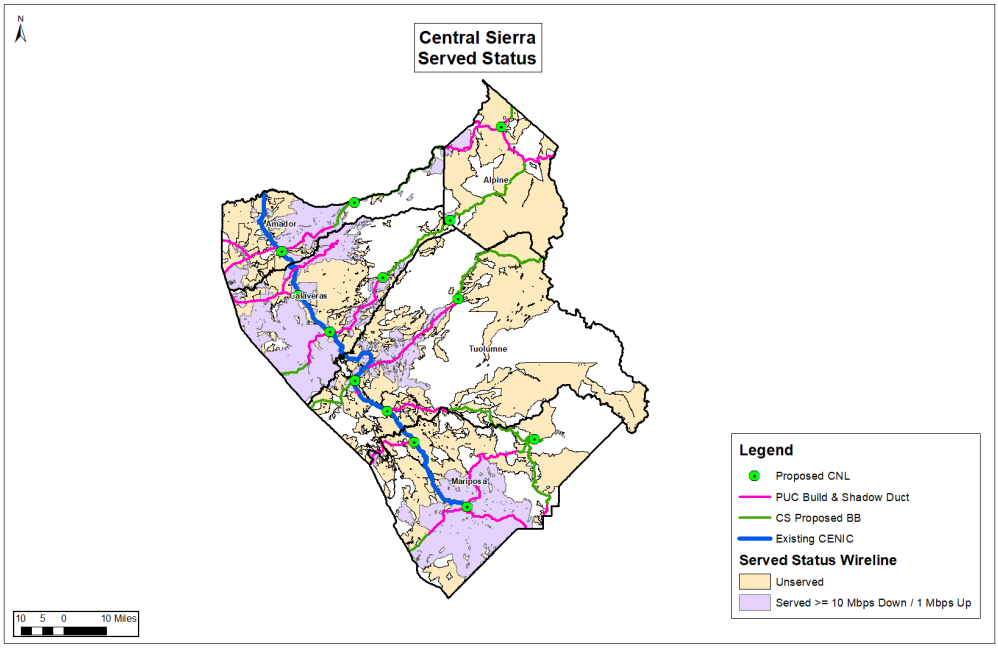
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Existing Fiber in the Region

There is existing fiber that has been installed by CENIC in the southern portion of the region, along the Highway 49 corridor. CENIC's network is shown on the map below in blue.

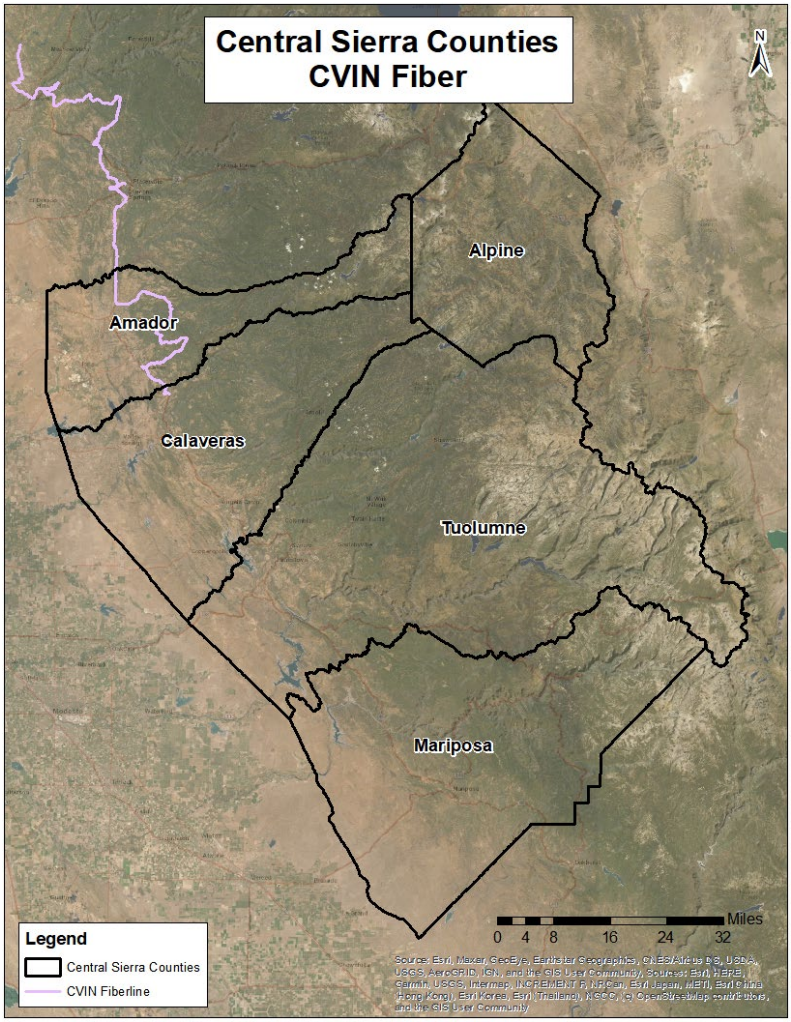


It could be noted that much of the areas that are served are located within close proximity to the CENIC fiber. See the second map showing served and unserved areas in the region.

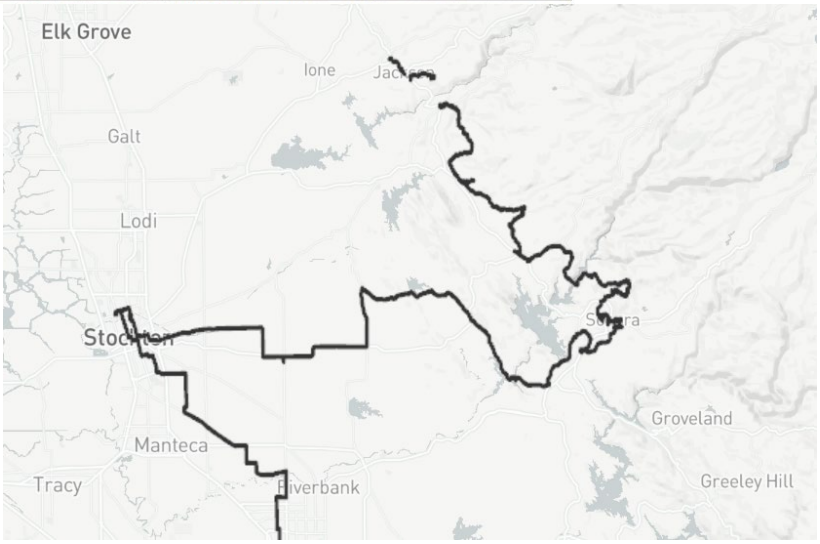


CVIN, doing business as Vast Networks, has also built fiber within the region, specifically, in Amador and Tuolumne Counties.

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Vast Networks fiber is shown in light purple on the maps to the left in Amador County and the second maps shows their fiber in Tuolumne County, connecting to the Stockton area.



State's Plan and Recommended Routes for Further Expansion

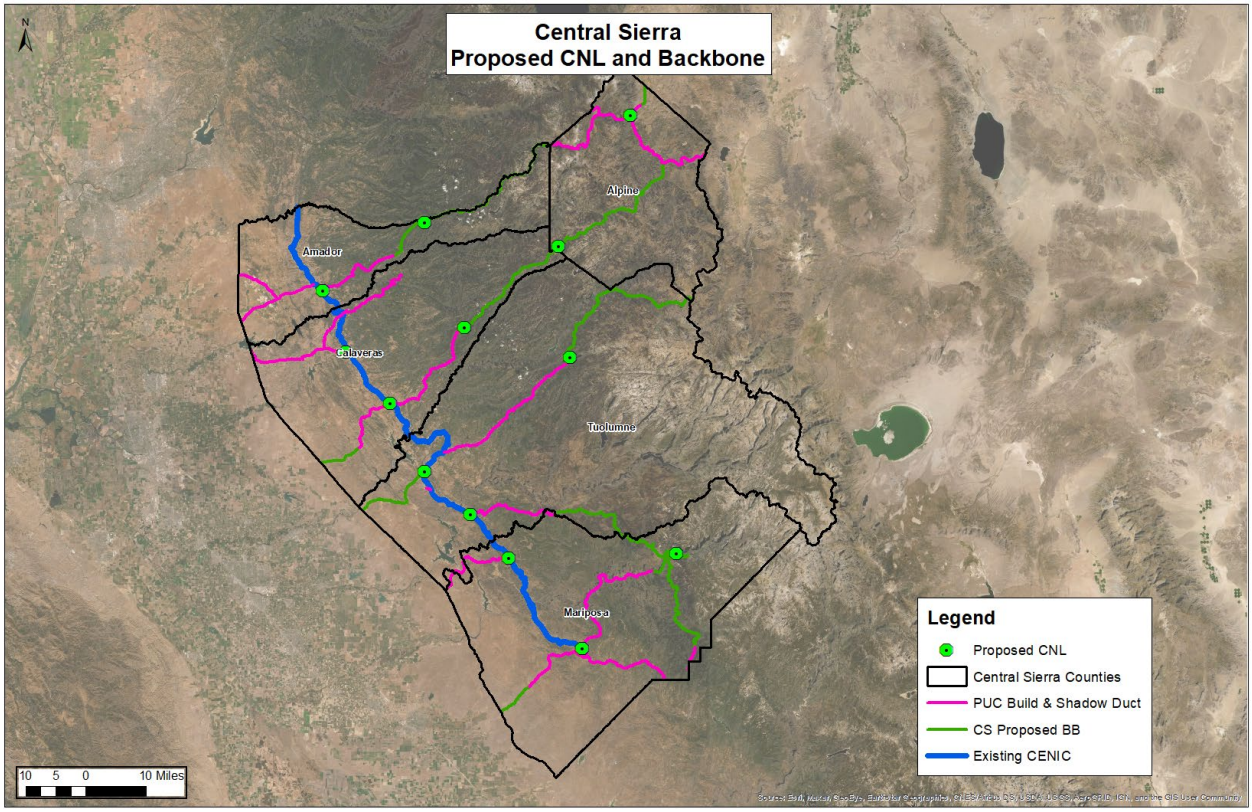
The State of California passed AB/SB 156 to invest $6 billion in broadband infrastructure in the following manner:

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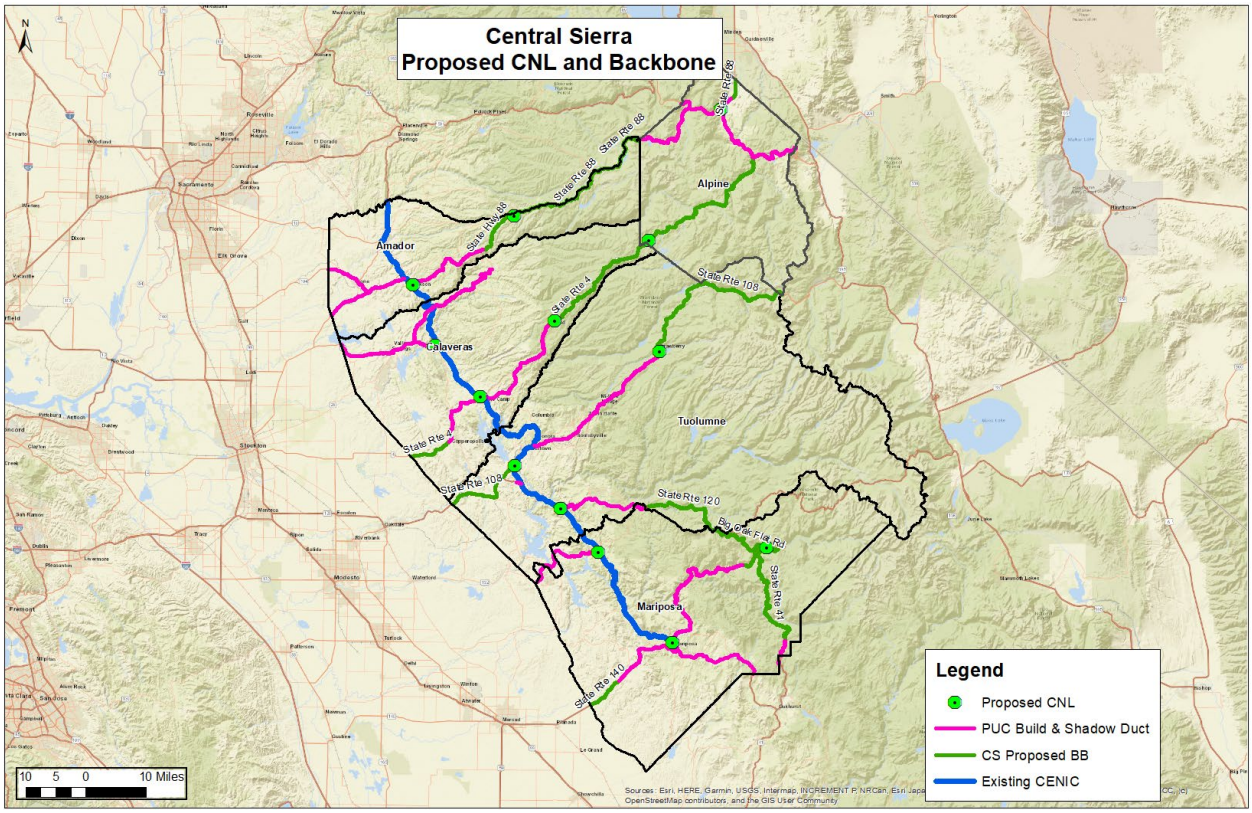
- $3.25 billion to build, operate and maintain an open access, state-owned middle mile network – high-capacity fiber lines that carry large amounts of data at higher speeds over longer distances between local networks.
- $2 billion to set up last-mile broadband connections that will connect homes and businesses with local networks. The legislation expedites project deployment and enables Tribes and local governments to access this funding.
- $750 million for a loan loss reserve fund to bolster the ability of local governments and nonprofits to secure financing for broadband infrastructure.
- Creation of a broadband czar position at the California Department of Technology, and a broadband advisory committee with representatives from across state government and members appointed by the Legislature.

The State has planned to build the following middle mile routes shown in bright pink below:



The State of California's planned fiber routes will connect to the existing CENIC fiber, providing better access for transport and backhaul for much of the region. However, although more areas will receive better middle mile connectivity, each of the State's planned routes do not provide further redundancy or connectivity to some of the most unserved areas of the region. Therefore, NEO recommends extending the State's fiber routes, shown in green, to reach greater populations of unserved areas and to provide further resiliency and redundancy for the region. The green routes provide a loop-topology, allowing for rerouting of traffic in the event of a fiber cut or network outage.

Below is the same map with names of the highways provided.



NEO also recommends establishing carrier-grade, carrier-neutral locations (CNLs) along the middle mile fiber routes to allow service providers, government agencies and commercial companies to collocate their equipment. The recommended locations of the proposed CNL's are shown on the map above as green circles. These are shown as general recommended locations; the specific locations are dependent upon available space in existing buildings and the required costs associated with establishing a carrier-grade facility, or the available land for a prefabricated building and the required costs to do so. A map of all of the anchor institutions located within the study area is provided as a deliverable to this project.

The study did not include assessing space or land for a potential CNL; however, the general locations are located near population centers that lack sufficient broadband and equipment for middle mile fiber is needed every 40-60 kilometers for regeneration and transmission.

Carrier-neutral locations are carrier "hotels" that operate independently from one service provider. The CNLs could be owned by the Counties within the study area or by a regional consortium. The CNLs provide space for the service providers to place their equipment and provide access to the middle mile networks established in the region. Providing CNL space reduces the barrier to entry for service providers, reduces operating expenses for service providers, encourages competition, and provides reduced backhaul and transport costs to the providers. The CNLs can also potentially serve as data centers for other government and commercial users.

Middle Mile Capital Cost Estimate

NEO calculated the high-level capital cost estimates for the State of California's proposed fiber builds within each County. Service providers or the Counties or Caltrans may want to place shadow conduit for

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the CPUC builds; NEO provided high-level capital cost estimates for placement of shadow conduit. NEO also provided cost estimates for the proposed middle mile fiber builds, further expanding the reach within the region. A summary of these costs is provided below, followed by detailed bill of materials and cost estimates.

State of California Proposed Middle Mile Fiber Builds					
	Amador	Calaveras	Alpine	Tuolumne	Mariposa
CPUC Build	$ 4,196,271	$ 8,310,561	$ 5,039,532	$ 5,739,998	$ 8,687,286
CPUC Shadow Conduit	$ 1,051,132	$ 2,057,620	$ 1,260,485	$ 1,432,245	$ 2,156,428

Proposed Middle Mile Fiber Builds, Expansion					
	Amador	Calaveras	Alpine	Tuolumne	Mariposa
Proposed Middle Mile Fiber Builds, Expansion	$ 14,095,362	$ 10,527,900	$ 12,597,678	$ 29,376,599	$ 20,181,227

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CPUC Middle Mile

	Unit Cost	Amador			Calaveras			Alpine			Tuolumne			Mariposa		
		Quantitiy		Total	Quantitiy		Total	Quantitiy		Total	Quantitiy		Total	Quantitiy		Total
Engineering and Project Management		1	LS	**$ 49,391.99**	1	LS	**$ 96,429.58**	1	LS	**$ 58,758.22**	1	LS	**$ 67,076.45**	1	LS	**$ 100,369.55**
Materials																
Conduit, HDPE, 1.25" SDR 11, Smooth Wall, Orange, No Tape, No Wire, Price per ft 8000' reel	$ 0.83	72,000	Ft	$ 59,669.14	136,000	Ft	$ 112,708.38	88,000	Ft	$ 72,928.95	96,000	Ft	$ 79,558.86	144,000	Ft	$ 119,338.28
1.25" Push Lock Coupler, SDR, 50 per Carton	$ 5.33	120	Ea	$ 640.00	227	Ea	$ 1,210.67	147	Ea	$ 784.00	160	Ea	$ 853.33	240	Ea	$ 1,280.00
1.25" Duct Plug ID 1.156 - 1.510, Expandable Loop Nut, With Rope Loop. For SDR 13.5 & SDR 11	$ -	-	Ea	$ -	-	Ea	$ -	-	Ea	$ -	-	Ea	$ -	-	Ea	$ -
1.25" Simplex Duct Plugs	$ 1.87	60	Ea	$ 112.28	115	Ea	$ 215.20	71	Ea	$ 132.87	80	Ea	$ 149.71	119	Ea	$ 222.69
Fiber Warning Tags 20 per pack Caution Fiber Optic Cable Orange Tag with Black Lettering Not Custom	$ 1.67	60	Ea	$ 100.25	120	Ea	$ 200.50	80	Ea	$ 133.67	80	Ea	$ 133.67	120	Ea	$ 200.50
Hand Hole Assembly, HDPE with Polymer Shield Lid, 24" x 36" x 24"	$ 540.02	27	Ea	$ 14,580.44	52	Ea	$ 28,080.85	32	Ea	$ 17,280.53	36	Ea	$ 19,440.59	54	Ea	$ 29,160.89
Marker Post, Dome, 72", White w/Orange Polydome, 5 Position Test Station, Includes Custom Route Marker: "Warning Buried Fiber Optic Cable	$ 43.44	6	Ea	$ 260.65	10	Ea	$ 434.42	7	Ea	$ 304.09	8	Ea	$ 347.54	11	Ea	$ 477.86
72" RHINO DOME WHITE POST, ORANGE TOP, WARNING BURIED FIBER OPTIC CABLE	$ 21.39	57	Ea	$ 1,219.05	113	Ea	$ 2,416.71	69	Ea	$ 1,475.69	78	Ea	$ 1,668.17	118	Ea	$ 2,523.64
SM Fiber Optic CABLE - 144 Count	$ 1.23	72,000	Ft	$ 88,541.31	142,000	Ft	$ 174,623.14	86,000	Ft	$ 105,757.67	98,000	Ft	$ 120,514.56	149,000	Ft	$ 183,231.32
Dome Splice Closure, 144f/288f ribbon max, 24" x 10", 2 Cable Attachments, Includes 0 trays, Standard Basket, 3 Ground Feed-Through Lugs, Flash Valve, TE,	$ 240.60	6	Ea	$ 1,443.61	10	Ea	$ 2,406.01	7	Ea	$ 1,684.21	8	Ea	$ 1,924.81	11	Ea	$ 2,646.62
Splice Tray, 24Ct TE B Case, Price ea	$ 18.71	36	Ea	$ 673.68	60	Ea	$ 1,122.81	42	Ea	$ 785.96	48	Ea	$ 898.25	66	Ea	$ 1,235.09
Subtotal				**$ 167,240.42**			**$ 323,418.69**			**$ 201,267.64**			**$ 225,489.47**			**$ 340,316.88**
Construction Labor																
Prepare Splice Case	$ 425.64	6.00	Ea	$ 2,553.85	10.00	Ea	$ 4,256.42	7.00	Ea	$ 2,979.49	8.00	Ea	$ 3,405.14	11.00	Ea	$ 4,682.06
Fiber Optic Cable Splice & Test. Contractor to provide all labor, Equipment, and splice consumables for a complete installation	$ 63.85	864.00	Ea	$ 55,163.20	1,440.00	Ea	$ 91,938.66	1,008.00	Ea	$ 64,357.06	1,152.00	Ea	$ 73,550.93	1,584.00	Ea	$ 101,132.53
Set 24" x 36" x 24" Handhole. Contractor to provide all labor, equipment, gravel, fill, and misc. materials for a complete installation.	$ 1,106.67	27.00	Ea	$ 29,880.06	52.00	Ea	$ 57,546.79	32.00	Ea	$ 35,413.41	36.00	Ea	$ 39,840.09	54.00	Ea	$ 59,760.13
Set Locate Marker Post. Contractor to provide all labor, equipment, and misc. materials for a complete installation.	$ 255.39	6.00	Ea	$ 1,532.31	10.00	Ea	$ 2,553.85	7.00	Ea	$ 1,787.70	8.00	Ea	$ 2,043.08	11.00	Ea	$ 2,809.24
Set Marker Post. Contractor to provide all labor, equipment, and misc. materials for a complete installation.	$ 170.26	57.00	Ea	$ 9,704.64	113.00	Ea	$ 19,239.02	69.00	Ea	$ 11,747.72	78.00	Ea	$ 13,280.03	118.00	Ea	$ 20,090.30
Bore and Place 1.25" HDPE Duct. Contractor to provide all labor, equipment, fill, and misc. materials for a complete installation.	$ 34.05	61,751.00	Ft	$2,102,705.28	122,764.00	Ft	$4,180,280.65	74,182.00	Ft	$2,525,997.68	84,572.00	Ft	$2,879,791.27	128,231.00	Ft	$4,366,439.41
Rock Cutting Adder	$ 166.00	9,263.00	0	$1,537,661.33	18,415.00	0	$3,056,896.63	11,128.00	0	$1,847,252.00	12,686.00	0	$2,105,880.57	19,235.00	0	$3,193,016.92
Place Fiber Optic Cable in 1.25" Duct. Contractor to provide all labor, equipment, misc. materials, and consumables for a complete installation.	$ 3.06	64,451.00	Ft	$ 197,517.95	127,964.00	Ft	$ 392,161.29	77,382.00	Ft	$ 237,146.58	88,172.00	Ft	$ 270,213.85	133,631.00	Ft	$ 409,528.51
Performance Bond	$330,151.11	0.13	0	$ 42,919.64	0.26	0	$ 85,839.29	0.16	0	$ 52,824.18	0.18	0	$ 59,427.20	0.27	0	$ 89,140.80
Subtotal				**$3,979,638.27**			**$7,890,712.60**			**$4,779,505.83**			**$5,447,432.15**			**$8,246,599.90**
Total				**$4,196,270.67**			**$8,310,560.87**			**$5,039,531.69**			**$5,739,998.07**	**$**		**8,687,286.34**

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CPUC Builds, Shadow Duct Estimate

	Unit Cost	Amador			Calaveras			Alpine			Tuolumne			Mariposa		
		Quantitiy		Total	Quantitiy		Total	Quantitiy		Total	Quantitiy		Total	Quantitiy		Total
Engineering and Project Management		1	LS	**$ 52,951.89**	1	LS	**$ 103,612.82**	1	LS	**$ 63,318.59**	1	LS	**$ 72,136.02**	1	LS	**$ 107,990.62**
Materials																
Conduit, HDPE, 1.25" SDR 11, Smooth Wall, Orange, No Tape, No Wire, Price per ft 8000' reel	$ 0.83	72,000	Ft	$ 59,669.14	136,000	Ft	$ 112,708.38	88,000	Ft	$ 72,928.95	96,000	Ft	$ 79,558.86	144,000	Ft	$ 119,338.28
1.25" Push Lock Coupler, SDR, 50 per Carton	$ 5.33	120	Ea	$ 640.00	227	Ea	$ 1,210.67	147	Ea	$ 784.00	160	Ea	$ 853.33	240	Ea	$ 1,280.00
1.25" Simplex Duct Plugs	$ 1.87	60	Ea	$ 112.28	115	Ea	$ 215.20	71	Ea	$ 132.87	80	Ea	$ 149.71	119	Ea	$ 222.69
Fiber Warning Tags 20 per pack Caution Fiber Optic Cable Orange Tag with Black Lettering Not Custom	$ 1.67	60	Ea	$ 100.25	120	Ea	$ 200.50	80	Ea	$ 133.67	80	Ea	$ 133.67	120	Ea	$ 200.50
Hand Hole Assembly, HDPE with Polymer Shield Lid, 24" x 36" x 24"	$ 540.02	27	Ea	$ 14,580.44	52	Ea	$ 28,080.85	32	Ea	$ 17,280.53	36	Ea	$ 19,440.59	54	Ea	$ 29,160.89
Marker Post, Dome, 72", White w/Orange Polydome, 5 Position Test Station, Includes Custom Route Marker: "Warning Buried Fiber Optic Cable	$ 43.44	6	Ea	$ 260.65	10	Ea	$ 434.42	7	Ea	$ 304.09	8	Ea	$ 347.54	11	Ea	$ 477.86
72" RHINO DOME WHITE POST, ORANGE TOP, WARNING BURIED FIBER OPTIC CABLE	$ 21.39	57	Ea	$ 1,219.05	113	Ea	$ 2,416.71	69	Ea	$ 1,475.69	78	Ea	$ 1,668.17	118	Ea	$ 2,523.64
SM Fiber Optic CABLE - 144 Count	$ 1.23	72,000	Ft	$ 88,541.31	142,000	Ft	$ 174,623.14	86,000	Ft	$ 105,757.67	98,000	Ft	$ 120,514.56	149,000	Ft	$ 183,231.32
Dome Splice Closure, 144f/288f ribbon max, 24" x 10", 2 Cable Attachments, Includes 0 trays, Standard Basket, 3 Ground Feed-Through Lugs, Flash Valve, TE,	$ 240.60	6	Ea	$ 1,443.61	10	Ea	$ 2,406.01	7	Ea	$ 1,684.21	8	Ea	$ 1,924.81	11	Ea	$ 2,646.62
Splice Tray, 24Ct TE B Case, Price ea	$ 18.71	36	Ea	$ 673.68	60	Ea	$ 1,122.81	42	Ea	$ 785.96	48	Ea	$ 898.25	66	Ea	$ 1,235.09
Subtotal				**$ 167,240.42**			**$ 323,418.69**			**$ 201,267.64**			**$ 225,489.47**			**$ 340,316.88**
Construction Labor																
Prepare Splice Case	$ 425.64	6.00	Ea	$ 2,553.85	10.00	Ea	$ 4,256.42	7.00	Ea	$ 2,979.49	8.00	Ea	$ 3,405.14	11.00	Ea	$ 4,682.06
Fiber Optic Cable Splice & Test. Contractor to provide all labor, Equipment, and splice consumables for a complete installation	$ 63.85	864.00	Ea	$ 55,163.20	1,440.00	Ea	$ 91,938.66	1,008.00	Ea	$ 64,357.06	1,152.00	Ea	$ 73,550.93	1,584.00	Ea	$ 101,132.53
Set 24" x 36" x 24" Handhole. Contractor to provide all labor, equipment, gravel, fill, and misc. materials for a complete installation.	$ 1,106.67	27.00	Ea	$ 29,880.06	52.00	Ea	$ 57,546.79	32.00	Ea	$ 35,413.41	36.00	Ea	$ 39,840.09	54.00	Ea	$ 59,760.13
Set Locate Marker Post. Contractor to provide all labor, equipment, and misc. materials for a complete installation.	$ 255.39	6.00	Ea	$ 1,532.31	10.00	Ea	$ 2,553.85	7.00	Ea	$ 1,787.70	8.00	Ea	$ 2,043.08	11.00	Ea	$ 2,809.24
Set Marker Post. Contractor to provide all labor, equipment, and misc. materials for a complete installation.	$ 170.26	57.00	Ea	$ 9,704.64	113.00	Ea	$ 19,239.02	69.00	Ea	$ 11,747.72	78.00	Ea	$ 13,280.03	118.00	Ea	$ 20,090.30
Shadow Duct Placement-1.25" HDPE Duct.	$ 8.51	61,751.00	Ft	$ 525,676.32	122,764.00	Ft	$ 1,045,070.16	74,182.00	Ft	$ 631,499.42	84,572.00	Ft	$ 719,947.82	128,231.00	Ft	$ 1,091,609.85
Place Fiber Optic Cable in 1.25" Duct. Contractor to provide all labor, equipment, misc. materials, and consumables for a complete installation.	$ 3.06	64,451.00	Ft	$ 197,517.95	127,964.00	Ft	$ 392,161.29	77,382.00	Ft	$ 237,146.58	88,172.00	Ft	$ 270,213.85	133,631.00	Ft	$ 409,528.51
Performance Bond	$68,547.81	0.13	0	$ 8,911.21	0.26	0	$ 17,822.43	0.16	0	$ 10,967.65	0.18	0	$ 12,338.61	0.27	0	$ 18,507.91
Subtotal				**$ 830,939.55**			**$ 1,630,588.63**			**$ 995,899.03**			**$ 1,134,619.54**			**$ 1,708,120.52**
Total				**$ 1,051,131.85**			**$ 2,057,620.13**			**$ 1,260,485.26**			**$ 1,432,245.03**			**$ 2,156,428.03**

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Proposed Middle Mile

	Unit Cost	Amador			Calaveras			Alpine			Tuolumne			Mariposa		
		Quantitiy		Total	Quantitiy		Total	Quantitiy		Total	Quantitiy		Total	Quantitiy		Total
Engineering and Project Management		1	LS	**$ 161,956.36**	1	LS	**$ 121,588.38**	1	LS	**$ 145,212.80**	1	LS	**$ 336,543.42**	1	LS	**$ 231,780.83**
Materials																
Conduit, HDPE, 1.25" SDR 11, Smooth Wall, Orange, No Tape, No Wire, Price per ft 8000' reel	$ 0.83	232,000	Ft	$ 192,104.89	176,000	Ft	$ 145,734.74	208,000	Ft	$ 172,231.97	480,000	Ft	$ 397,458.38	336,000	Ft	$ 278,220.87
1.25" Push Lock Coupler, SDR, 50 per Carton	$ 5.33	387	Ea	$ 2,062.26	294	Ea	$ 1,566.68	347	Ea	$ 1,849.10	800	Ea	$ 4,263.06	560	Ea	$ 2,984.14
1.25" Simplex Duct Plugs	$ 1.87	190	Ea	$ 355.26	143	Ea	$ 267.38	170	Ea	$ 317.86	390	Ea	$ 729.21	269	Ea	$ 502.97
Fiber Warning Tags 20 per pack Caution Fiber Optic Cable Orange Tag with Black Lettering Not Custom	$ 1.67	200	Ea	$ 333.89	160	Ea	$ 267.11	180	Ea	$ 300.50	400	Ea	$ 667.77	280	Ea	$ 467.44
Hand Hole Assembly, HDPE with Polymer Shield Lid, 24" x 36" x 24"	$ 539.56	86	Ea	$ 46,402.20	65	Ea	$ 35,071.43	77	Ea	$ 41,546.15	177	Ea	$ 95,502.20	122	Ea	$ 65,826.37
Marker Post, Dome, 72", White w/Orange Polydome, 5 Position Test Station, Includes Custom Route Marker: "Warning Buried Fiber Optic Cable	$ 43.41	16	Ea	$ 694.48	12	Ea	$ 520.86	14	Ea	$ 607.67	30	Ea	$ 1,302.16	22	Ea	$ 954.92
72" RHINO DOME WHITE POST, ORANGE TOP, WARNING BURIED FIBER OPTIC CABLE	$ 21.37	192	Ea	$ 4,102.80	143	Ea	$ 3,055.73	171	Ea	$ 3,654.05	399	Ea	$ 8,526.12	274	Ea	$ 5,855.03
SM Fiber Optic CABLE - 144 Count	$ 1.23	241,000	Ft	$ 296,117.18	180,000	Ft	$ 221,166.36	216,000	Ft	$ 265,399.63	503,000	Ft	$ 618,037.10	346,000	Ft	$ 425,130.89
Dome Splice Closure, 144f/288f ribbon max, 24" x 10", 2 Cable Attachments, Includes 0 trays, Standard Basket, 3 Ground Feed-Through Lugs, Flash Valve, TE,	$ 240.40	16	Ea	$ 3,846.37	12	Ea	$ 2,884.78	14	Ea	$ 3,365.58	30	Ea	$ 7,211.95	22	Ea	$ 5,288.76
Splice Tray, 24Ct TE B Case, Price ea	$ 18.70	96	Ea	$ 1,794.97	72	Ea	$ 1,346.23	84	Ea	$ 1,570.60	180	Ea	$ 3,365.58	132	Ea	$ 2,468.09
Subtotal				**$ 547,814.29**			**$ 411,881.29**			**$ 490,843.11**			**$ 1,137,063.53**			**$ 787,699.48**
Construction Labor																
Prepare Splice Case	$ 425.64	16.00	Ea	$ 6,810.27	12.00	Ea	$ 5,107.70	14.00	Ea	$ 5,958.99	30.00	Ea	$ 12,769.26	22.00	Ea	$ 9,364.12
Fiber Optic Cable Splice & Test. Contractor to provide all labor, Equipment, and splice consumables for a complete installation	$ 63.85	2,304.00	Ea	$ 147,101.86	1,728.00	Ea	$ 110,326.39	2,016.00	Ea	$ 128,714.13	4,320.00	Ea	$ 275,815.98	3,168.00	Ea	$ 202,265.05
Set 24" x 36" x 24" Handhole. Contractor to provide all labor, equipment, gravel, fill, and misc. materials for a complete installation.	$ 1,106.67	86.00	Ea	$ 95,173.54	65.00	Ea	$ 71,933.49	77.00	Ea	$ 85,213.52	177.00	Ea	$ 195,880.42	122.00	Ea	$ 135,013.63
Set Locate Marker Post. Contractor to provide all labor, equipment, and misc. materials for a complete installation.	$ 255.39	16.00	Ea	$ 4,086.16	12.00	Ea	$ 3,064.62	14.00	Ea	$ 3,575.39	30.00	Ea	$ 7,661.56	22.00	Ea	$ 5,618.47
Set Marker Post. Contractor to provide all labor, equipment, and misc. materials for a complete installation.	$ 170.26	192.00	Ea	$ 32,689.30	143.00	Ea	$ 24,346.72	171.00	Ea	$ 29,113.91	399.00	Ea	$ 67,932.45	274.00	Ea	$ 46,650.36
Bore and Place 1.25" HDPE Duct. Contractor to provide all labor, equipment, fill, and misc. materials for a complete installation.	$ 34.05	208,493.00	Ft	$ 7,099,469.34	155,639.00	Ft	$ 5,299,718.98	186,256.00	Ft	$ 6,342,269.34	435,109.00	Ft	$ 14,816,051.40	298,620.00	Ft	$ 10,168,415.89
Rock Cutting Adder	$ 166.00	31,274.00	0	$ 5,191,495.25	23,346.00	0	$ 3,875,444.40	27,939.00	0	$ 4,637,884.05	65,267.00	0	$ 10,834,345.49	44,793.00	0	$ 7,435,654.12
Place Fiber Optic Cable in 1.25" Duct. Contractor to provide all labor, equipment, misc. materials, and consumables for a complete installation.	$ 3.06	217,093.00	Ft	$ 665,307.99	162,139.00	Ft	$ 496,894.75	193,956.00	Ft	$ 594,401.83	452,809.00	Ft	$ 1,387,688.44	310,820.00	Ft	$ 952,545.82
Performance Bond	$896,607.52	0.16	0	$ 143,457.20	0.12	0	$ 107,592.90	0.15	0	$ 134,491.13	0.34	0	$ 304,846.56	0.23	0	$ 206,219.73
Subtotal				**$ 13,385,590.92**			**$ 9,994,429.96**			**$ 11,961,622.28**			**$ 27,902,991.56**			**$ 19,161,747.19**
Total				**$ 14,095,361.57**			**$ 10,527,899.63**			**$ 12,597,678.20**			**$ 29,376,598.51**			**$ 20,181,227.50**

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Why Build Middle Mile Fiber Routes? Invest in Middle-mile Infrastructure to Reduce Backhaul and Transport Costs

Bringing high-speed Internet and data communications capacity into and between communities and to an Internet hub is often referred to as "Middle-mile Infrastructure." Broadband networks require access to an Internet "supply" – locations where there is an Internet hub, backhaul or transport point, located in population centers. These Internet hubs can either be accessed by building fiber directly to the location, utilizing a point-to-point digital microwave link or leasing existing infrastructure. The costs for leasing existing facilities or backhaul are often based upon mileage. In either of these options, the costs to build directly from the Internet "supply" to rural areas are extremely capital intensive and/or the monthly access charges for leasing infrastructure are too high.

In rural areas, incumbent providers have infrastructure to link fiber back to these Internet hubs. The Internet exchanges or hubs for this region are based in Los Angeles, San Jose, San Francisco, Sacramento, Reno, Las Vegas, Milpitas and Fremont. Many of the incumbent providers, such as AT&T, Frontier and Comcast may have their own fiber to these Internet exchanges; however, most of the incumbent providers do not allow other entities or local governments to "tap into their fiber" to extend a network, as is common for new homes to tap into a main waterline. Some providers allow other ISPs to lease "dark fiber" which is fiber that doesn't have electronics or monthly services, (as opposed to "lit" services, which is a monthly fee-based service) for connectivity to the various communities or internet exchanges, but their excess fiber is limited. Most provide "lit services" for a monthly fee and these charges are typically priced based upon mileage to an internet exchange or hub. For rural areas such as those included in the Central Sierra region, the lit service fees for backhaul and transport are high.

High monthly backhaul-charges or up-front capital costs to connect to Internet exchanges or hubs are difficult to finance since most rural areas do not have the population to support an adequate return on investment for any providers to upgrade their networks. This issue was raised by other service providers serving the area. Therefore, building middle mile fiber to internet exchanges and between communities greatly reduces the backhaul and transport costs for internet service providers.

Examples of Local Governments who have invested in Middle Mile Infrastructure

Giving access to existing conduit or middle mile fiber owned either by the Central Sierra Region stakeholders or by the State can be leveraged to attract potential partners that may be willing to deploy an all-fiber network. Through this study, NEO discussed ways to work with Caltrans to install conduit when work is being done in the public right-of-way along major highways. The County's should continue to work with Caltrans and or power companies to partner in the middle mile builds. Implementing a shadow conduit policy that requires installation of additional conduit whenever work is being done within the right of way will further reduce the cost of middle mile fiber construction. By creating and implanting a shadow conduit policy, the Counties will gain additional conduit that can be used to leverage further investment.

There are hundreds of examples of municipalities and Counties that are using smart conduit construction to gain assets and attract potential partners. In Centennial, CO, the City began a fiber optic and conduit initiative in 2008 as a public works effort connecting city buildings, traffic signals and other public facilities. The City implemented a dig once policy that required additional conduit be installed when work

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was being done in the right of way. To date, the City has installed more than 60 miles of conduit and fiber optic infrastructure suitable for broadband deployment while spending less than $600,000. This network is currently valued well over $6 Million. The City recently engaged in a formal process to incent providers to deploy a Gigabit-enabled fiber network to every home and business within the city limits. The City announced an agreement with Ting, where Ting would be able to use existing conduit and fiber to roll out its Gigabit services to the community.

As the community of Mesa, Arizona, began to grow, community leaders recognized that telecommunications would be a key element to its success. Mesa was an early adopter of "dig once" policy, placing conduit whenever streets were excavated for any other infrastructure purpose. Mesa has also taken advantage of non-traditional existing infrastructure, placing fiber in abandoned conduit that had been used for other utility purposes. This resulted in a network of 150 - 200 miles of fiber throughout the community. The investment has paid off in a number of ways over time and helped the city establish a broadband-friendly environment for economic development, allowing private sector companies to use the existing conduit and fiber to reduce their overall costs of infrastructure deployment.

Bozeman, MT invested in multi-duct conduits, making it possible for nonprofit Bozeman Fiber, who leases the conduit, to reach more residences and businesses with service. Lincoln, Nebraska invested $700,000 to install a conduit system in 2012. Since then, their conduit network has grown to more than 300 miles and has served as a key component to attracting multiple (six) private carrier providers who lease the conduit, helping to pay off the initial investment.

Local governments and state agencies have been connecting their community anchor institutions with fiber optic networks for over twenty years. Community anchor institutions are state, county and local government offices and buildings, schools and libraries, hospitals, medical facilities and first responders. In fact, in the U.S., thousands of schools, libraries, community centers, and public health and safety providers obtain their broadband connectivity from local government and state non-profit networks, including state research and education networks.

Connecting these anchor institutions with fiber allows each location to receive very high-speed Internet and data connectivity while eliminating or drastically reducing the monthly lease or access costs paid to the private sector service providers. Anchor institutions often cannot afford to purchase high-capacity circuits from the private sector service providers and therefore, simply cap their bandwidth purchased. Capping their bandwidth requires the anchor institutions to choose which applications to deploy and limits their ability to use applications that require high bandwidth. Building a municipally-owned fiber network to anchor institutions allows these critical key facilities to have the bandwidth they need to support all of their applications and once these networks are in place, additional bandwidth needs can easily be met without additional capital cost for construction.

The Central Sierra Region could consider connecting their community anchor institutions with fiber to ensure that they have the highest-quality broadband connectivity. This could be done in collaboration with the other agencies to share in the cost of construction. Then, once these networks are built, the Counties could also consider leasing excess capacity of conduit or of fiber to the private sector for last mile build out and use. Once a network is built that serves schools, government offices, fire districts and the like, generally, this network reaches deep into neighborhoods and past business parks. These networks can then serve as an opportunity to allow the private sector to lease excess capacity and in turn serve homes and businesses with high-speed fiber. This trend is fast accelerating as hundreds of

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municipalities make available spare fiber optic capacity to private sector companies at rates designed to incentivize new private sector investment and opportunity.

An additional benefit of building a community anchor institution network for municipalities is it will be equipped to support “smart city” applications when the time comes for city service innovation. Smart city applications may include connecting traffic lights, traffic management, and smart journey planning. Smart journey planning systems use open city data in order to recommend how individuals can best navigate from one place to the next. The systems are becoming sophisticated enough to take into consideration personal preferences such as cost, safety concerns and CO2 footprint, as well as real-time traffic congestion and traffic patterns.

Other smart city applications may include connecting smart parking meters, automated meter reading and utilities management. Street lights are often connected with fiber and applications are emerging that allow active safety; increasing light levels in city centers when the light system detects individuals or motion, at bus stops or along walkways.

Another top smart city application is environmental monitoring, where a city that uses monitoring stations for pollution or weather conditions can now connect and use these systems for real time data collection and can pinpoint potential sources of pollution or weather issues and quickly react and efficiently deal with potential problems.

Other smart city applications are emerging around transport sharing, whether it is sharing bikes or cars or rideshare. Smart cars and electric cars will be a key enabler for wider adoption of city center car sharing, providing information to individuals about location and availability of shared cars and up-to-date information of pickup times for rideshare applications.

Section 2, Implement Broadband Friendly Policies and Ordinances

Often a municipality or a county does not have the capital to invest in a comprehensive broadband network, but it will have the ability to provide in-kind contributions, tax and other economic incentives, use of existing assets, and to enact policies and ordinances that are broadband-friendly. All of these strategies have the effect of lowering the cost for a private provider to deploy a fiber or wireless network within a community, with little to no investment directly from the municipality.

Dig Once and Shadow Conduit Policies

Sixty to eighty percent of a fiber optic network's capital costs are in opening a trench or in burying conduit that will house fiber optic cable. Policies that encourage placement of conduit or fiber optic cable when a trench is open eliminate much of the capital costs for network deployment. By coordinating with other City, County or State capital projects such as sidewalk improvements, establishment of trails, implementation of street lighting, road construction and road widening projects, additional conduit can be placed within the trench when other work is being performed in the right of way. Coordination with other utility projects can substantially decrease the costs of broadband infrastructure.

A Dig Once Policy typically has the following components:

- All public works or installation of other telecom, cable or utility infrastructure allows for conduit to be placed on behalf of the local or State government and any other entities that want to participate. If there is an open trench, the policy provides for coordination of street cuts and excavations with utilities, public works, developers and other interested parties. This maximizes the opportunity for broadband-specific conduit installation, while minimizing cost, community disruption and damage to existing infrastructure.
- A notice period informing other entities that an open trench will be available for placement of their conduit and/or fiber optic facilities.
- Allows for shadow conduit to be placed on behalf of the local and/or State government. The installation of empty and/or spare conduit by a public agency when excavations occur in the public right of way, with the local government agency's costs limited to the incremental costs of the conduit only.

A standard, conduit-specification document can be developed that addresses capacity, separation of facilities, proper sizing and placement. The specification document also addresses access to the conduit with detailed provisions for vaults and all access points. Cost sharing or cost recovery stipulations can be put in place for materials and labor assignment. Engineering specifications and drawings that address conduit sweeps, bend radius and physical placement requirements can be provided with the standard conduit specification.

Additionally, various government agencies can establish Joint Trench Agreements and Joint Build Agreements with other telecommunications, cable or utility providers. Cost for placement of conduit or fiber will be shared amongst all entities, allowing each to take advantage of the other's trenching. Standardization of these agreements across all potential owners of underground infrastructure can be established to ensure all parties are aware of the joint trenching opportunities as they become available.

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Streamlined Permitting Processes and Abandoned Fiber and Conduit Policies

A slow permitting process can add uncertainty in the construction timeline as well as significant costs. Crews can sit idle while waiting for permitting approvals and this adds to the overall cost of construction. A Streamlined Permitting Process can be implemented placing the responsibility for approval of broadband infrastructure projects solely in the public works department via an encroachment permit processes. Limiting this process to one department can reduce delays in the approval process. Additionally, a bulk permitting process can enable a single approval for multiple sections, further streamlining the overall process.

Create an Abandoned Fiber and Conduit Policy to regain control of abandoned facilities. Any abandoned fiber and/or conduit that is left vacant, and is not claimed by the owner within a designated time period, would revert to the local government agency.

One-touch Make Ready Processes

One of the most unpredictable and costly components of fiber optic construction is the "make-ready" process. "Make-Ready" refers to the inspections, engineering, and rearrangements necessary to accommodate the installation of multiple cables on a utility pole. Make-ready engineering for placement of fiber optic cables needs to comply with the National Electric Safety Code (NESC). Compliance may include moving existing fiber optic cable, increasing the load bearing ability of poles and/or the transfer or replacement of existing poles required to accommodate the attachment of new fiber optic cable. At times, the make-ready process can require multiple companies to dispatch crews with specialized equipment and bucket trucks to move their physical attachments on the communications portion of utility poles, causing slowdowns and duplicate expense for deployments.

In order to better streamline this time consuming and high-cost element, a One-touch Make-Ready Process or One Truck-Roll Procedure can be established to enable and encourage all of this work to be done by one company rather than by many.

Encourage standards for placement of conduit and/or fiber in new developments

The integration of broadband "utility" codes into land development policies and City/County ordinances ensures uniform and standardized placement of conduit and/or fiber optic facilities. These land development codes would require all new commercial and residential developments to install fiber optic infrastructure. New building codes could describe the specific and compatible communications components and architectures of all new construction. Further, theses codes could describe the development and use of City/County rights-of-way for communications connectivity, and could specify standardized wiring requirements for new buildings.

Standardize Pole Attachment Rates for Placement of Aerial Fiber, Reducing the Operational Costs for Pole Rental Rates

Pole attachment rates vary dramatically across various jurisdictions and utility companies for attaching aerial fiber on existing utility poles. Rates are typically charged per pole per year and can range from $4 per pole up to $26 per pole. Standardizing the pole attachment rates to a reasonable annual fee per pole per year will reduce the operating expenses for placement of fiber optic cable. Deploying fiber using

existing utility poles is less expensive than placement of fiber in a conduit where a trench would need to be opened. Standardizing and minimizing the pole attachment rates can eliminate uncertainty and operational expenses.

Set up funding mechanisms or Set-asides to allow for adoption of these policies.

Conduit is not expensive. However, if the funding mechanism does not exist to place conduit, often opportunities to take advantage of open trenches or joint builds do not occur. A funding set-aside or budget process must be put in place to allow for implementation of these policies. The funding mechanism will allocate monies to build broadband infrastructure when opportunities arise and the fund would maintain a reserve or set-aside for unanticipated projects.

Keep a GIS database of all infrastructure, and provide for a process to submit plans.

Develop a policy that all construction permits issued would require the submission of final as-built drawings. This policy would define all planning and construction documentation requirements for utilities, developers, contractors and others in an appropriate GIS format.

These policies can be implemented to facilitate investment from the private sector and can also be used to gain substantial assets owned by the Central Sierra Region that can be leveraged for future broadband deployment.

Other municipal facilitation to encourage and support investment could include removing roadblocks and creating efficiencies that a private company cannot achieve on its own.

Use of Existing Assets

Existing assets can include tower facilities, water towers, land, rights of way, existing conduit and existing fiber. Sixty to eighty percent of a fiber optic network's capital costs are in opening a trench or in burying conduit that will house fiber optic cable. Using existing conduit therefore, substantially reduces the capital costs of network deployment. If a municipality has existing conduit or fiber, these assets can be leveraged to entice further deployment of investment by the private sector. New networks can and are built on the foundation a community's already existing fiber and/or conduit as well as available land.

Economic Incentives

Economic incentives as well as logistic assistance from a county can help pave the way for more powerful broadband service. Most tax incentives are implemented at the State-level, but the municipality could influence the State's consideration of providing tax incentives in the form of accelerated depreciation, reduced property taxes and reduced sales taxes.

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Section 3, County Recommendations and Fiber to the Premise Estimates

NEO's team put together preliminary design and projected capital cost estimates for building a Fiber to the Premise network that is capable of handling symmetrical Gigabit broadband speeds in each of the districts for each County in the study area. Two estimates were provided for each district; the first estimate for all unserved parcels in the district and the second for all served parcels in the district.

The second estimate of building fiber to all served addresses was put together for two primary reasons. First, service providers will most likely include an edge-out strategy with their commitment to co-invest in areas that are unserved. The edge-out strategy often includes applying for subsidies in areas that are unserved and building out areas that are served (i.e., "edge-out") as these served areas typically have more household density, with a lower capital cost buildout per household. Secondly, estimates were created for served parcels because the definition of "served" in this report is having access to broadband capacity of greater than 10 Mbps in download and greater than 1 Mbps in upload speeds. This is a low benchmark. Many of the grant programs available for broadband define unserved as having less than 100/20 Mbps in capacity. Therefore, most of the study area is eligible for grant funding as much of the area has less than 100/20 Mbps service.

Central Sierra Region Alpine, Amador, Calaveras, Mariposa and Tuolumne Counties							
County	# of Parcels with Buildings	# of Parcel with Less than 10/1 Mbps	Unserved, Less than 10/1 Mbps	Served with 25/3 Mbps	Served with 100/20 Mbps	Served with Gig 1000/1000 Mbps	Areas Eligible for 100/20 Mbps Standard, Grants
Alpine	1,297	660	51%	49%	9%	0%	91%
Amador	16,303	2000	12%	88%	42%	0%	58%
Calaveras	38,317	6946	18%	82%	73%	0%	27%
Mariposa	10,908	3871	35%	65%	3%	0%	97%
Tuolumne	22,006	7954	36%	64%	64%	64%	36%

It needs to also be kept in mind that the service speeds are based upon self-reported advertised speeds from the service providers. Therefore, it is most likely that the service speeds advertised are over-exaggerated. It can therefore be concluded that 91-100% of Alpine County parcels and 97-100% of Mariposa parcels are eligible for grant funding. A *minimum* of 58% for Amador, 27% for Calaveras, and 36% of Tuolumne County parcels are eligible for grant funding (see far-right column of the above chart).

Capital Cost Estimate Categories

There are several main categories that comprise the capital cost estimates for a Fiber to the Premise network. These categories include:

Design and Engineering. This category includes the expenses to design and engineer the network, including the costs to drive the routes to verify whether the network can be constructed using aerial or underground construction methods.

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If aerial construction is used, this category includes the make ready engineering and pole analysis to determine what is needed to make space for the fiber optic cable and to determine the location of the fiber on the poles. If existing cable needs to be moved or repositioned on the pole, make ready engineering includes the engineering work to coordinate where on the pole fiber will be placed, considering the use of space by other providers. Make ready engineering and pole assessment includes determining whether the existing poles can accommodate the additional weight of fiber optic cable. In some cases, the entire pole may need to be replaced.

If underground construction is used, the final design will identify rock samples to include notations of type of rock and the impact this may have on directional boring or trenching for placement of the conduit.

Additionally, design and engineering services include pulling permits for the construction of the network, preparation of construction documents and preparing as-built drawings after the network has been constructed.

Materials Costs for the Construction of the Distribution Network. Materials needed for construction of fiber and Fiber to the Premise networks include vaults, conduit and fiber optic cable.

Construction Costs for the Construction of the Distribution Network. Construction costs take the form of aerial construction and underground construction. Aerial construction costs include the per foot cost to place fiber on the poles and to support the fiber with down guys, anchors, riser guards and grounding. It may also include costs for light and heavy tree trimming services and the costs to implement the make ready costs to accommodate the space and weight requirements of the fiber placement. Underground construction includes trenching, digging or boring for placement of conduit and fiber optic cable. This category also includes placement of vaults to access and splice the fiber.

Underground construction is by far the most expensive category of building a fiber network. Aerial installation is less expensive than underground construction but there are trade-offs with make-ready expenses and higher operating expenses.

Technical Services. The fiber network is connected or spliced together.

Labor and Materials for the Drop Fiber or Connection to the Home/Business, Testing and Turn-up of Services. After customers have signed up for service, this cost includes the labor to pull fiber from the street to the home or business, the costs to splice the fiber, as well as the materials costs of the Optical Network Terminal, or the equipment that is placed on the outside of the home. This category also includes the testing and turn up of services.

Electronics. This includes the equipment needed at a centralized location to light and manage the fiber and services on the network.

Verification of Capital Costs, Why are Costs so High?

All of the initial assumptions and line items were further validated and verified for accuracy. A formal request for quotation or proposal was not used in the verification process. However, NEO's team did contact various vendors in the Fiber to the Premise industry to receive informal quotes on services,

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materials costs, and construction estimates. A formal request for proposal or for a quote, issued by the County's Procurement Department, could further validate the price estimates and per unit costs.

Costs for fiber construction projects are higher after the pandemic than prior. As with other industries, the fiber industry is experiencing supply chain issues and with the demand and volume of fiber work, costs for construction labor are 2-3 times higher than before the pandemic. The estimates provided by NEO take into account the increase in labor and materials pricing post-COVID-19. Additionally, costs for constructing fiber in California are typically 30-40% higher than in other parts of the country. There are several pricing factors that, on the surface, seem insignificant, yet, when combined, give the appearance of a very high overall price as compared to other projects of similar size and complexity in other areas of the United States. The following are a few of those contributing factors.

Permitting Fees and Length of Time to Obtain a Permit. The initial conceptual routes were within the permitting jurisdiction of many different agencies and authorities. Final permitting requirements and timelines cannot be finalized until after the final design is complete. Many of the permitting jurisdictions that were tentatively identified are historically known to have cumbersome and difficult processes as compared to other agencies across the nation. Actual costs for permits are unknown and must be assumed until the final design is complete.

Having existing relationships between the County and Caltrans may help in getting permits approved in a timely manner. Working with Caltrans whenever possible, to place shadow conduit through a dig-once policy, is highly encouraged to reduce the costs of placing conduit and fiber, as well as minimize potential construction delays due to the lengthy permitting process.

California's Pacific Gas and Electric (PG&E) has come under pressure in the past two years with its involvement and response to several Northern California wildfires. Faced with billions of dollars in potential liabilities from two years of devastating Northern California wildfires as well as the possibility of future catastrophic blazes, PG&E filed for Chapter 11 bankruptcy protection in early 2019.

These issues may influence the time to receive a permit for fiber construction and should be mitigated by selecting routes that are located within the City's or County's right of way, avoiding working with Caltrans or PG&E whenever possible.

Construction Costs are Higher in California. NEO requested informal quotes from several fiber construction companies to further verify and validate per unit cost assumptions. National companies stated that the construction costs for fiber are 30-40% higher in the State of California than any other state within the U.S. The reasons for this include California's requirement for prevailing wages, rock adder requirements, permitting costs and basic supply and demand variables. A further description of these and other conditions are described below.

Prevailing Wages. California state law requires that, on public works projects, pay to workers must equal: *"the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate."*

Further, the law also states that:

"The contractor to whom the contract is awarded, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract."

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Prevailing wages are established by regulatory agencies for each trade and occupation employed in the performance of public work, as well as by State Departments of Labor or their equivalents. Prevailing wage may include both wages, benefits, and other payments such as apprenticeship and industry promotion. The rates are published by the State's Department of Industrial Relations ("DIR"). The published rates include many different prevailing wage rates, which are based on the geographic location and the type of work that is performed.

This project will require a large labor force for completion, and labor rates in California are much higher than other areas of the country. For example, hourly labor rates in the California Western region average $26.93 per hour, whereas hourly rates average $21.83 per hour in the Midwest region, and $21.99 per hour in the Southern region. With California being a prevailing wage state, this requires a higher hourly rate for construction work. California-required benefits and employer mandates greatly affect the cost of labor as compared to other states.

Taxes. All for-profit companies participating in the project are subject to an 8.84% State of California Income tax on total income. This is significantly higher than other states with a lower or no state corporate tax. California has a complex and high sales tax rate and is classified as the 49th (out of 50 states) least-friendly business tax state. California has state sales tax of 6.00%, and allows local governments to collect a local option sales tax of up to 3.50%. Higher sales tax rates affect materials purchases. In California, many types of labor charges are subject to tax, in addition to materials.

Fuel. A large portion of construction operation costs relate to fuel for machinery and transportation. California has the highest average fuel price for regular gasoline and diesel by a large margin. As of the date of this report, the average price for a gallon of diesel in California was $5.09. In comparison, the national average which includes California, is $3.15 per gallon. Most states average between $2.87 to $3.20 per gallon.

Supply and Demand. Basic economic drivers regarding supply and demand are impacting fiber construction rates. As more telecommunications, 5G, smart city and Internet applications are requiring the need for more fiber construction (i.e., demand is rising), the costs for construction are also rising. There is a nationwide shortage of skilled telecommunications and fiber-optic specialists. The demand for these services over the last 5 years outpaces the supply of qualified firms capable of this type of quality work. This also leads to higher overall underground and fiber-optic construction prices.

Route geography and undulation of the terrain. Parts of the proposed routes are along steep and difficult terrain with little area for basic underground equipment. This requires specialized equipment for portions of the build. This will impact the per unit costs for construction for both aerial and underground methodologies.

Subsurface or Rock Conditions. For further verification of the capital cost assumptions, NEO's team pulled subsurface (i.e., rock) conditions of the conceptual routes from the U.S. Geological Survey. The subsurface conditions and the amount of rock and impermeable materials are significant. This causes a major impact upon the price to construct.

The majority of the study area has hard rock, granite, limestone, shale, etc.

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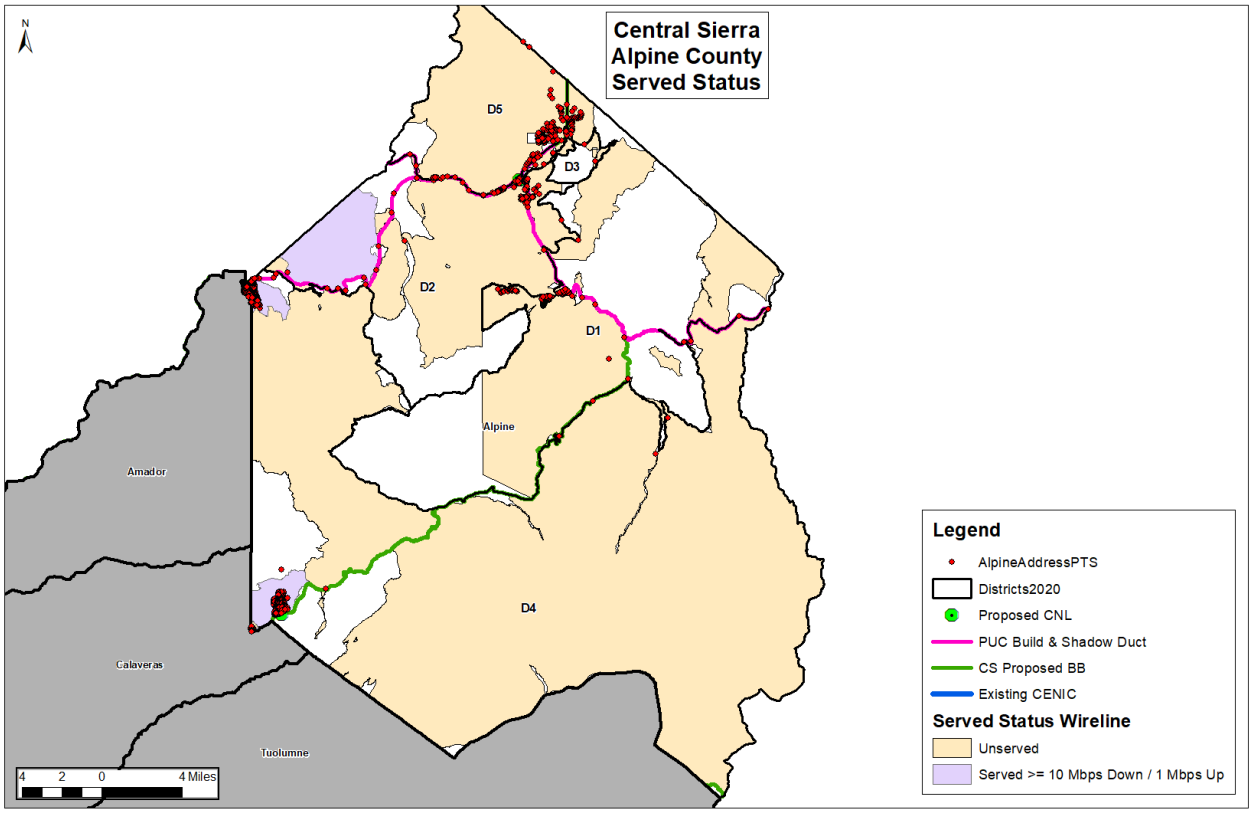
Environmental compliance. As compared to other states, California has stringent compliance regulations, such as the California Environmental Quality Act (CEQA) that affect the price of doing business and construction activities. Contractor pricing is higher due to the risk of non-compliance and putting compliance procedures in place.

Major Assumptions

NEO assumed 100% of the construction would be underground, with a 25% rock adder. This provides the worst-case scenario cost for implementing fiber. Depending upon the County's preference for construction, these assumptions can easily be changed to a certain percentage of the build to use aerial construction and the remaining percentage to be underground. This assumption has the greatest influence on the overall cost estimates. We assumed a take-rate percentage or market-share of 45% for all of the estimates. This assumption has a small impact on the overall costs and in most cases, the service provider will pay for the electronics and equipment placed on the outside of the homes. All assumptions can be easily changed to create comparative and sensitivity analysis.

3A Alpine County

Below is the map of Alpine County showing areas that are unserved in tan and served in purple. Nearly 100% of the County's parcels are eligible for grant funding. The districts are numbered and shown on the maps. Parcels or address points are shown on the map as red dots. Clusters of red dots should be considered priority areas as there is greater household or parcel density lacking broadband availability.



Below are the major assumptions for the served and unserved areas in the County by District.

		Alpine Unserved District 1	Alpine Served District 1	Alpine Unserved District 2	Alpine Served District 2	Alpine Unserved District 3	Alpine Served District 3	Alpine Unserved District 4	Alpine Served District 4	Alpine Unserved District 5	Alpine Served District 5
Major Assumptions											
# Parcels/Passings		270	There are no Served Parcels in District 1	145	2	14	There are no Served Parcels in District 3	64	635	167	There are no Served Parcels in District 5
Total Plant Miles		196.94		133.46	1.84	5.95		11.30	112.14	42.95	
# Poles		0		0	0	0		0	0	0	
Est. Aerial Miles		0		0	0	0		0	0	0	
Est. UG Miles		196.94		133.46	1.84	0.00		11.3	112.14	42.95	
Aerial %		0%		0%	0%	0%		0%	0%	0%	
UG %		100%		100%	100%	100%		100%	100%	100%	
Density HH/Mile		1.37		1.09	1.09	0.00		5.66	5.66	3.89	
Take Rate		45%		45%	45%	45%		45%	45%	45%	
Make Ready Cost per mile (all in labor only)		$ -		0	0	$ -		0	0	0	
ADSS or Strand/Lash		Strand/Lash		Strand/Lash	Strand/Lash	Strand/Lash		Strand/Lash	Strand/Lash	Strand/Lash	
Missile Bore/Open Trench %		0%		0	0	0%		0	0	0	
Directional Bore %		100%		100%	100%	100%		100%	100%	100%	
Plow %		0%		0%	0%	0%		0%	0%	0%	
LD Downtown %		0%		0%	0%	0%		0%	0%	0%	
HD Downtown %		0%		0%	0%	0%		0%	0%	0%	
Rock Adder %		25%		25%	25%	25%		25%	25%	25%	
Cut/Restore %		2%		2%	2%	2%		2%	2%	2%	
Make Ready Construction		yes		yes	yes	yes		yes	yes	yes	
OLT Equipment		yes		yes	yes	yes		yes	yes	yes	
ONT Equipment		yes		yes	yes	yes		yes	yes	yes	

Below are the estimated capital costs for served and unserved areas by District.

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane

Capital Cost Estimates, Fiber to the Premise, GPON Architecture											
		Alpine Unserved District 1	Alpine Served District 1	Alpine Unserved District 2	Alpine Served District 2	Alpine Unserved District 3	Alpine Served District 3	Alpine Unserved District 4	Alpine Served District 4	Alpine Unserved District 5	Alpine Served District 5
Overall	Project Cost	$60,353,959		$40,879,912	$ 638,518	$1,900,787		$3,575,885	$34,858,355	$13,313,343	
	Cost per HHP	$ 223,533		$ 281,930	$ 319,259	$ 135,771		$ 55,873	$ 54,895	$ 79,721	
	Cost per HHS	$ 496,740		$ 626,512	$ 709,465	$ 301,712		$ 124,163	$ 121,989	$ 177,157	
	Cost per MI	$ 306,459		$ 306,308	$ 347,021	$ 319,460		$ 316,450	$ 310,847	$ 309,973	
Engr. Labor	Project Cost	$ 257,070		$ 172,538	$ 2,379	$ 8,024		$ 16,885	$ 167,554	$ 60,821	
Aerial Labor	Project Cost	$ -		$ -	$ -	$ -		$ -	$ -	$ -	
UG Labor	Project Cost	$53,342,244		$36,144,890	$ 498,908	$ 1,612,555		$3,065,794	$30,419,003	$11,643,475	
Tech Services Labor	Project Cost	$ 21,062		$ 11,973	$ 3,207	$ 3,911		$ 6,995	$ 45,134	$ 13,294	
Customer Premise Labor and Install Materials including Splitters	Project Cost	$ 138,289		$ 74,229	$ 2,147	$ 7,815		$ 33,652	$ 322,910	$ 85,454	
OSP Materials	Project Cost	$ 6,556,968		$ 4,439,271	$ 97,495	$ 234,099		$ 418,176	$ 3,850,974	$ 1,473,289	
Electronics	Project Cost	$ 38,325		$ 37,011	$ 34,383	$ 34,383		$ 34,383	$ 52,779	$ 37,011	

The top line item, "Project Cost" shows the total capital costs for the build. "HHP" is Household Passed, "HHS" refers to Household Sold. The "Cost per MI" is Cost per Mile. After this, the capital costs are broken down into major categories as described above. As discussed above, the highest cost category is UG Labor or underground construction labor. "OSP" Materials is typically the next highest cost category and simply includes all the materials for the outside plant or network.

To build fiber to every parcel in the County, the estimated capital costs are $155,520,759. To build to the unserved parcels, the capital costs are $120,023,886.

Total Capital Costs	Total Capital Cost for Unserved
$ 155,520,759	$ 120,023,886

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane

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Putting together a District-wide project for Alpine County is not feasible. Having a housing density of 1 – 5 households per mile makes it cost prohibitive to build fiber to every house within a District. NEO put together another set of estimates for Alpine County based upon density – i.e., where there are the most households.

A More Feasible Approach, Build to Priority Areas

There are three clusters of households within Alpine County; households near and within Alpine Village, Markleeville and Kirkwood. In these priority areas, there are 229 households located in District 1; 127 in District 2 and 676 households are clustered together in District 4. In total, the priority areas represent 905 parcels out of the total 1,297 parcels in the entire County.

Alpine County Priority Projects					
		Alpine District 1	**Alpine District 2**	**Alpine District 5**	
# of Underserved		**0**	**0**	**629**	
# of Unserved		**229**	**127**	**47**	
Major Assumptions					**Total Parcels**
# Parcels/Passings		229	127	676	905
Total Plant Miles		11.34	13.62	14.79	
# Poles		0	0	0	
Est. Aerial Miles		0	0	0	
Est. UG Miles		11.34	13.62	14.79	
Aerial %		0%	0%	0%	
UG %		100%	100%	100%	
Density HH/Mile		20.19	9.32	45.71	
Take Rate		40%	40%	40%	

Below are the capital cost estimates for the three priority areas.

Capital Cost Estimates, Fiber to the Premise, GPON Architecture					
		Alpine District 1	Alpine District 2	Alpine District 5	Total Capital Cost
Overall	Project Cost	$ 3,719,435	$ 4,331,625	$ 5,182,558	$ 13,233,617
	Cost per HHP	$ 16,242	$ 34,107	$ 7,667	
	Cost per HHS	$ 40,605	$ 85,268	$ 19,166	
	Cost per MI	$ 327,992	$ 318,034	$ 350,410	
Engr. Labor	Project Cost	$ 24,194	$ 22,545	$ 48,158	
Aerial Labor	Project Cost	$ -	$ -	$ -	
UG Labor	Project Cost	$ 3,091,689	$ 3,699,823	$ 4,067,208	
Tech Services Labor	Project Cost	$ 17,082	$ 10,827	$ 47,644	
Customer Premise Labor and Install Materials including Splitters	Project Cost	$ 103,511	$ 58,395	$ 304,978	
OSP Materials	Project Cost	$ 445,948	$ 504,339	$ 661,791	
Electronics	Project Cost	$ 37,011	$ 35,697	$ 52,779	

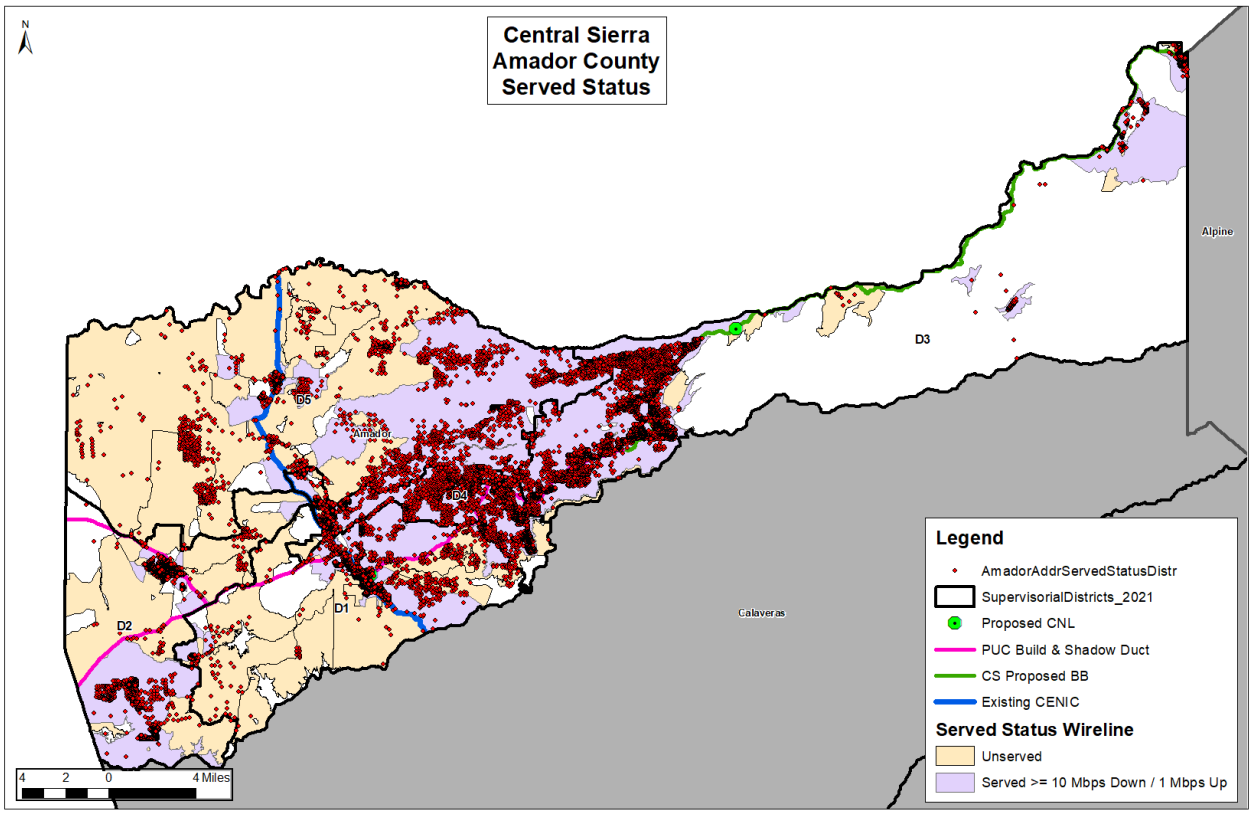
The total capital costs to build to the 905 parcels shown in the three priority areas are $13,233,617. NEO recommends these three priority areas be built through partnerships with the service providers and grant funding. For the parcels that are not served within the priority areas, satellite services such as Starlink, or wireless services may be the best short-term options.

NEO recommends conducting a formal process to engage service providers as partners through an Invitation to Negotiate or Request for Proposal process.

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane

3B Amador County

Below is the map of Amador County showing areas that are unserved in tan and served in purple. A minimum of 58% of the County's parcels are eligible for grant funding. The districts are numbered and shown on the maps. Parcels or address points are shown on the map as red dots. Clusters of red dots should be considered priority areas as there is greater household or parcel density lacking broadband availability.



Below are the major assumptions for the served and unserved areas in the County by District.

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane Kruse, NeoConnect, Regarding Regional

		Amador Unserved District 1	Amador Served District 1	Amador Unserved District 2	Amador Served District 2	Amador Unserved District 3	Amador Served District 3	Amador Unserved District 4	Amador Served District 4	Amador Unserved District 5	Amador Served District 5
Major Assumptions											
# Parcels/Passings		463	2409	225	2460	80	4457	129	3127	1103	1850
Total Plant Miles		21.26	131.85	10.62	126.68	10.11	573.21	4.73	119.46	125.74	336.65
# Poles		0	0	0	0	0	0	0	0	0	0
Est. Aerial Miles		0	0	0	0	0	0	0	0	0	0
Est. UG Miles		21.26	131.85	10.62	126.68	10.11	573.21	4.73	119.46	125.74	336.65
Aerial %		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
UG %		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Density HH/Mile		21.78	18.27	21.19	19.42	7.91	7.78	27.27	26.18	8.77	5.50
Take Rate		45%	45%	45%	45%	45%	45%	45%	45%	45%	45%
Make Ready Cost per mile (all in labor only)		$ -	0	0	0	$ -	0	0	0	0	0
ADSS or Strand/Lash		Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash
Missile Bore/Open Trench %		0%	0	0	0	0%	0	0	0	0	0
Directional Bore %		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Plow %		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
LD Downtown %		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
HD Downtown %		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Rock Adder %		25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
Cut/Restore %		2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Make Ready Construction		yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
OLT Equipment		yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
ONT Equipment		yes	yes	yes	yes	yes	yes	yes	yes	yes	yes

Below are the estimated capital costs for served and unserved areas by District.

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane

Capital Cost Estimates, Fiber to the Premise, GPON Architecture											
		Amador Unserved District 1	Amador Served District 1	Amador Unserved District 2	Amador Served District 2	Amador Unserved District 3	Amador Served District 3	Amador Unserved District 4	Amador Served District 4	Amador Unserved District 5	Amador Served District 5
Overall	Project Cost	$ 6,984,024	$ 42,593,791	$ 3,512,431	$41,063,584	$3,227,034	$ 179,107,591	$1,630,719	$39,510,535	$39,451,524	$104,461,654
	Cost per HHP	$ 15,084	$ 17,681	$ 15,611	$ 16,693	$ 40,338	$ 40,186	$ 12,641	$ 12,635	$ 35,767	$ 56,466
	Cost per HHS	$ 33,521	$ 39,291	$ 34,691	$ 37,094	$ 89,640	$ 89,302	$ 28,092	$ 28,078	$ 79,483	$ 125,479
	Cost per MI	$ 328,505	$ 323,047	$ 330,737	$ 324,152	$ 319,192	$ 312,464	$ 344,761	$ 330,743	$ 313,755	$ 310,298
Engr. Labor	Project Cost	$ 46,841	$ 270,149	$ 23,122	$ 265,957	$ 16,107	$ 909,754	$ 11,565	$ 286,316	$ 205,078	$ 500,529
Aerial Labor	Project Cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
UG Labor	Project Cost	$ 5,799,364	$ 35,918,119	$ 2,896,643	$ 34,523,612	$ 2,745,311	$ 155,595,252	$1,293,126	$32,629,939	$34,143,499	$ 91,311,887
Tech Services Labor	Project Cost	$ 33,092	$ 166,233	$ 16,907	$ 169,361	$ 7,874	$ 305,809	$ 10,914	$ 214,962	$ 76,974	$ 127,329
Customer Premise Labor and Install Materials including Splitters	Project Cost	$ 236,209	$ 1,222,183	$ 114,749	$ 1,247,026	$ 40,521	$ 2,258,893	$ 66,318	$ 1,584,724	$ 560,375	$ 938,585
OSP Materials	Project Cost	$ 826,252	$ 4,907,827	$ 422,685	$ 4,747,033	$ 381,524	$ 19,866,843	$ 213,099	$ 4,664,289	$ 4,403,621	$ 11,491,125
Electronics	Project Cost	$ 42,267	$ 109,281	$ 38,325	$ 110,595	$ 35,697	$ 171,039	$ 35,697	$ 130,305	$ 61,977	$ 92,199

The top line item, "Project Cost" shows the total capital costs for the build. "HHP" is Household Passed, "HHS" refers to Household Sold. The "Cost per MI" is Cost per Mile. After this, the capital costs are broken down into major categories as described above. As discussed above, the highest cost category is UG Labor or underground construction labor. "OSP" Materials is typically the next highest cost category and simply includes all the materials for the outside plant or network.

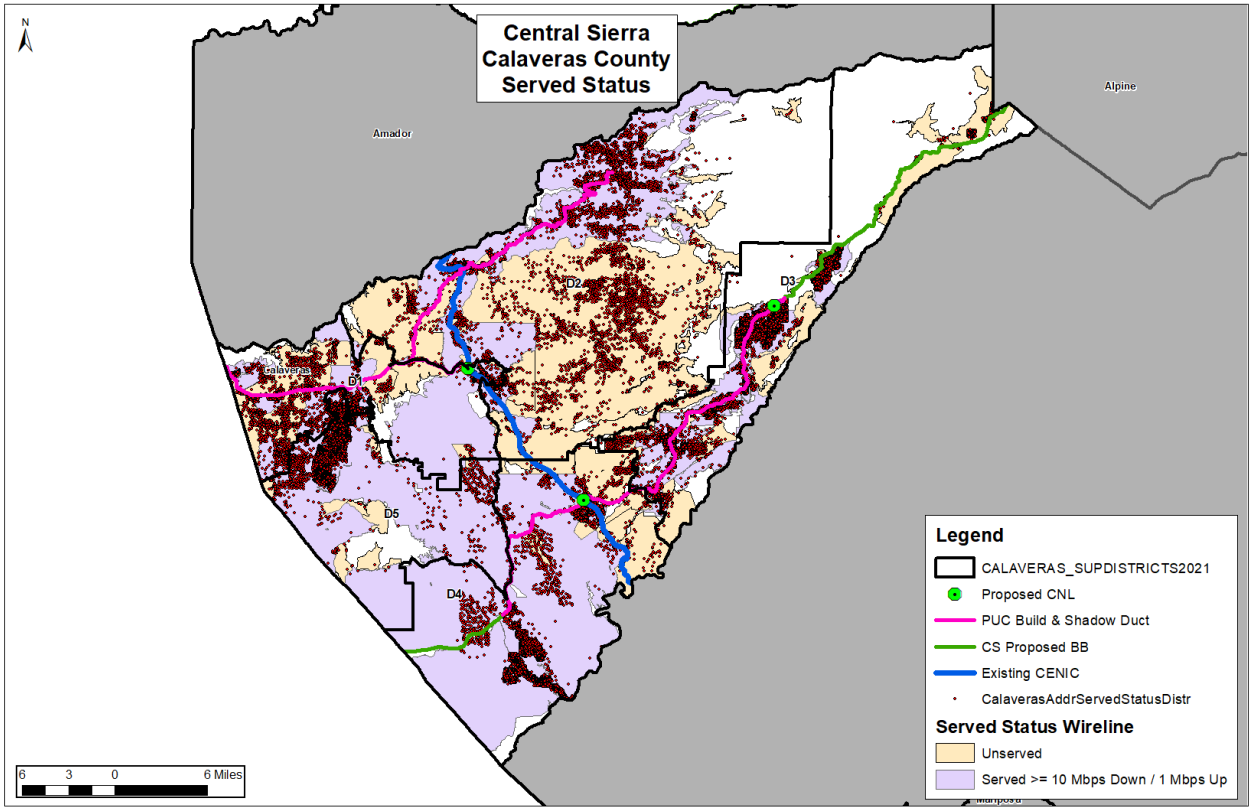
Based upon the total capital costs to build out to the unserved areas, Amador County could put together partnerships and grant applications to fund all of the unserved areas in all of the 5 Districts. The total capital costs for building to the unserved areas is $54,805,732. This falls within many of the grant programs available for broadband infrastructure and the density levels of households per mile are within the threshold to entice providers to co-invest, especially in Districts 1, 2 and 4. NEO recommends conducting a formal process to engage service providers as partners through an Invitation to Negotiate or Request for Proposal process.

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane Kruse, NeoConnect, Regarding Regional

3C Calaveras County

Below is the map of Calaveras County showing areas that are unserved in tan and served in purple. A minimum of 27% of the County's parcels are eligible for grant funding. The districts are numbered and shown on the maps. Parcels or address points are shown on the map as red dots. Clusters of red dots should be considered priority areas as there is greater household or parcel density lacking broadband availability.



Below are the major assumptions for the served and unserved areas in the County by District.

		Calaveras Unserved District 1	Calaveras Served District 1	Calaveras Unserved District 2	Calaveras Served District 2	Calaveras Unserved District 3	Calaveras Served District 3	Calaveras Unserved District 4	Calaveras Served District 4	Calaveras Unserved District 5	Calaveras Served District 5
Major Assumptions											
# Parcels/Passings		1354	3405	3348	4078	1568	12630	589	6705	87	4553
Total Plant Miles		45.44	114.27	264.06	321.64	42.63	343.39	19.73	224.61	3.43	179.55
# Poles		0	0	0	0	0	0	0	0	0	0
Est. Aerial Miles		0	0	0	0	0	0	0	0	0	0
Est. UG Miles		45.44	114.27	264.06	321.64	42.63	343.39	19.73	224.61	3.43	179.55
Aerial %		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
UG %		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Density HH/Mile		29.80	29.80	12.68	12.68	36.78	36.78	29.85	29.85	25.36	25.36
Take Rate		45%	45%	45%	45%	45%	45%	45%	45%	45%	45%
Make Ready Cost per mile (all in labor only)		$ -	0	0	0	$ -	0	0	0	0	0
ADSS or Strand/Lash		Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash
Missile Bore/Open Trench %		0%	0	0	0	0%	0	0	0	0	0
Directional Bore %		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Plow %		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
LD Downtown %		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
HD Downtown %		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Rock Adder %		25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
Cut/Restore %		2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Make Ready Construction		yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
OLT Equipment		yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
ONT Equipment		yes	yes	yes	yes	yes	yes	yes	yes	yes	yes

Below are the estimated capital costs for served and unserved areas by District.

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane

Capital Cost Estimates, Fiber to the Premise, GPON Architecture											
		Calaveras Unserved District 1	Calaveras Served District 1	Calaveras Unserved District 2	Calaveras Served District 2	Calaveras Unserved District 3	Calaveras Served District 3	Calaveras Unserved District 4	Calaveras Served District 4	Calaveras Unserved District 5	Calaveras Served District 5
Overall	Project Cost	$15,224,225	$ 38,194,413	$ 83,780,356	$102,042,997	$ 14,575,908	$ 117,033,088	$6,652,071	$75,035,923	$ 1,197,633	$ 59,222,759
	Cost per HHP	$ 11,244	$ 11,217	$ 25,024	$ 25,023	$ 9,296	$ 9,266	$ 11,294	$ 11,191	$ 13,766	$ 13,007
	Cost per HHS	$ 24,986	$ 24,927	$ 55,609	$ 55,606	$ 20,657	$ 20,592	$ 25,097	$ 24,869	$ 30,591	$ 28,905
	Cost per MI	$ 335,040	$ 334,247	$ 317,278	$ 317,258	$ 341,917	$ 340,817	$ 337,155	$ 334,072	$ 349,164	$ 329,840
Engr. Labor	Project Cost	$ 116,149	$ 292,086	$ 476,067	$ 579,874	$ 122,066	$ 983,241	$ 50,480	$ 574,659	$ 8,098	$ 423,872
Aerial Labor	Project Cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
UG Labor	Project Cost	$12,427,262	$ 31,251,195	$ 71,798,093	$ 87,454,081	$ 11,687,084	$ 94,131,269	$5,396,503	$61,427,601	$ 937,101	$ 49,030,297
Tech Services Labor	Project Cost	$ 93,906	$ 233,613	$ 228,574	$ 278,007	$ 108,502	$ 861,275	$ 42,225	$ 457,721	$ 8,360	$ 311,802
Customer Premise Labor and Install Materials including Splitters	Project Cost	$ 686,548	$ 1,726,463	$ 1,696,213	$ 2,066,465	$ 795,637	$ 6,397,731	$ 299,323	$ 3,396,934	$ 44,933	$ 2,307,324
OSP Materials	Project Cost	$ 1,825,243	$ 4,555,494	$ 9,445,847	$ 11,500,101	$ 1,783,559	$ 14,200,548	$ 810,762	$ 8,934,384	$ 163,443	$ 6,967,913
Electronics	Project Cost	$ 75,117	$ 135,561	$ 135,561	$ 164,469	$ 79,059	$ 459,024	$ 52,779	$ 244,623	$ 35,697	$ 181,551

The top line item, "Project Cost" shows the total capital costs for the build. "HHP" is Household Passed, "HHS" refers to Household Sold. The "Cost per MI" is Cost per Mile. After this, the capital costs are broken down into major categories as described above. As discussed above, the highest cost category is UG Labor or underground construction labor. "OSP" Materials is typically the next highest cost category and simply includes all the materials for the outside plant or network.

Based upon the total capital costs to build out to the unserved areas, Calaveras County could put together partnerships and grant applications to fund all of the unserved areas in Districts 1, 3, 4 and 5. These capital costs fall within many of the grant programs available for broadband infrastructure and the density levels of households per mile are within the threshold to entice providers to co-invest.

NEO further broke out District 2 into smaller areas for consideration. Below are project areas based upon clusters of parcel density.

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane

Calaveras Separate, Smaller Projects							
		Calaveras District 2.1 Served and Unserved	Calaveras District 2.2 Served and Unserved	Calaveras District 2.3 Served and Unserved	Calaveras District 2.4 Served and Unserved	Calaveras District 2.5 Served and Unserved	
# of Underserved and Served		**2406**	**1**	**832**	**586**	**253**	
# of Unserved		**261**	**1780**	**520**	**136**	**651**	
Major Assumptions							**Total Parcels**
# Parcels/Passings		2667	1781	1352	722	904	5645
Total Plant Miles		145.92	133.63	95.93	34.36	206.79	
# Poles		0	0	0	0	0	
Est. Aerial Miles		0	0	0	0	0	
Est. UG Miles		145.92	133.63	95.93	34.36	206.79	
Aerial %		0%	0%	0%	0%	0%	
UG %		100%	100%	100%	100%	100%	
Density HH/Mile		18.28	13.33	14.09	21.01	4.37	
Take Rate		40%	40%	40%	40%	40%	

Below are the estimated capital costs for these project areas.

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane

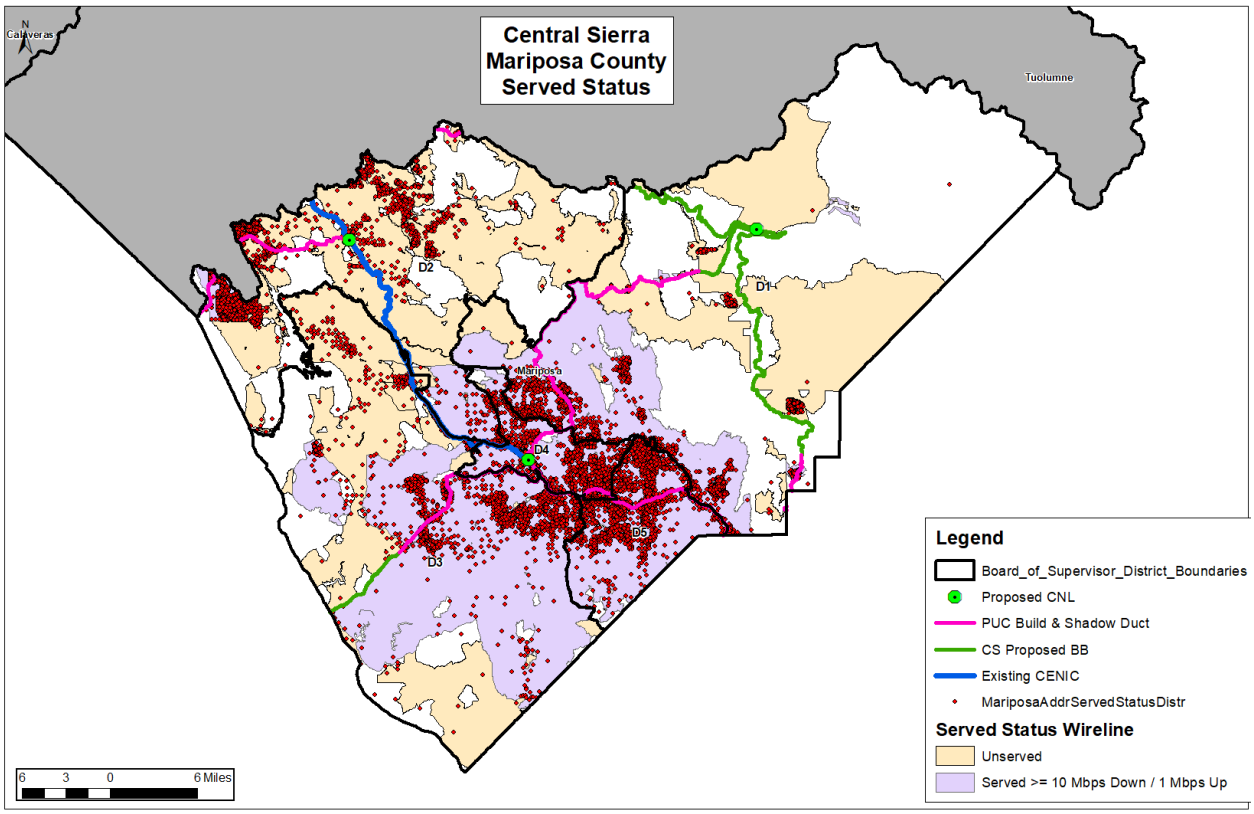
Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane

Capital Cost Estimates, Fiber to the Premise, GPON Architecture						
		Calaveras District 2.1 Served and Unserved	Calaveras District 2.2 Served and Unserved	Calaveras District 2.3 Served and Unserved	Calaveras District 2.4 Served and Unserved	Calaveras District 2.5 Served and Unserved
Overall	Project Cost	$46,965,401	$ 42,408,368	$ 30,528,186	$ 11,201,951	$ 63,906,441
	Cost per HHP	$ 17,610	$ 23,812	$ 22,580	$ 15,515	$ 70,693
	Cost per HHS	$ 44,025	$ 59,529	$ 56,450	$ 38,788	$ 176,732
	Cost per MI	$ 321,857	$ 317,357	$ 318,234	$ 326,017	$ 309,040
Engr. Labor	Project Cost	$ 299,018	$ 244,733	$ 178,921	$ 74,546	$ 297,230
Aerial Labor	Project Cost	$ -	$ -	$ -	$ -	$ -
UG Labor	Project Cost	$39,751,116	$ 36,342,814	$ 26,096,121	$ 9,369,236	$ 56,067,752
Tech Services Labor	Project Cost	$ 183,651	$ 123,235	$ 93,819	$ 52,023	$ 63,212
Customer Premise Labor and Install Materials including Splitters	Project Cost	$ 1,201,982	$ 803,505	$ 609,948	$ 326,302	$ 408,438
OSP Materials	Project Cost	$ 5,420,353	$ 4,815,022	$ 3,478,203	$ 1,325,750	$ 7,013,088
Electronics	Project Cost	$ 109,281	$ 79,059	$ 71,175	$ 54,093	$ 56,721

Perhaps 1-2 project areas could be selected as the starting point for negotiating a public-private partnership initiative with the service providers. NEO recommends conducting a formal process to engage service providers as partners through an Invitation to Negotiate or Request for Proposal process and leverage these partnerships with grant funding to begin building out Fiber to the Premise infrastructure.

3D Mariposa County

Below is the map of Mariposa County showing areas that are unserved in tan and served in purple. Nearly 100% of the County's parcels are eligible for grant funding. The districts are numbered and shown on the maps. Parcels or address points are shown on the map as red dots. Clusters of red dots should be considered priority areas as there is greater household or parcel density lacking broadband availability.



Below are the major assumptions for the served and unserved areas in the County by District.

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane Kruse, NeoConnect, Regarding Regional

		Mariposa Unserved District 1	Mariposa Served District 1	Mariposa Unserved District 2	Mariposa Served District 2	Mariposa Unserved District 3	Mariposa Served District 3	Mariposa Unserved District 4	Mariposa Served District 4	Mariposa Unserved District 5	Mariposa Served District 5
Major Assumptions											
# Parcels/Passings		894	1681	2540	463	357	1546	60	1613	20	1734
Total Plant Miles		154.89	291.25	427.77	77.97	73.96	320.29	2.82	75.79	1.26	109.30
# Poles		0	0	0	0	0	0	0	0	0	0
Est. Aerial Miles		0	0	0	0	0	0	0	0	0	0
Est. UG Miles		154.89	291.25	427.77	77.97	73.96	320.29	2.82	75.79	1.26	109.3
Aerial %		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
UG %		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Density HH/Mile		5.77	5.77	5.94	5.94	4.83	4.83	21.28	21.28	15.87	15.86
Take Rate		45%	45%	45%	45%	45%	45%	45%	45%	45%	45%
Make Ready Cost per mile (all in labor only)		$ -	0	0	0	$ -	0	0	0	0	0
ADSS or Strand/Lash		Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash
Missile Bore/Open Trench %		0%	0	0	0	0%	0	0	0	0	0
Directional Bore %		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Plow %		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
LD Downtown %		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
HD Downtown %		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Rock Adder %		25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
Cut/Restore %		2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Make Ready Construction		yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
OLT Equipment		yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
ONT Equipment		yes	yes	yes	yes	yes	yes	yes	yes	yes	yes

Below are the estimated capital costs for served and unserved areas by District.

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane

Capital Cost Estimates, Fiber to the Premise, GPON Architecture											
		Mariposa Unserved District 1	Mariposa Served District 1	Mariposa Unserved District 2	Mariposa Served District 2	Mariposa Unserved District 3	Mariposa Served District 3	Mariposa Unserved District 4	Mariposa Served District 4	Mariposa Unserved District 5	Mariposa Served District 5
Overall	Project Cost	$48,133,349	$ 90,465,455	$ 132,900,937	$24,266,791	$ 22,950,524	$99,178,784	$ 986,917	$24,721,019	$ 477,467	$35,066,358
	Cost per HHP	$ 53,840	$ 53,816	$ 52,323	$ 52,412	$ 64,287	$ 64,152	$ 16,449	$ 15,326	$ 23,873	$ 20,223
	Cost per HHS	$ 119,645	$ 119,592	$ 116,274	$ 116,471	$ 142,860	$ 142,560	$ 36,552	$ 34,058	$ 53,052	$ 44,940
	Cost per MI	$ 310,758	$ 310,611	$ 310,683	$ 311,232	$ 310,310	$ 309,653	$ 349,970	$ 326,178	$ 378,942	$ 320,827
Engr. Labor	Project Cost	$ 232,174	$ 436,570	$ 644,334	$ 117,445	$ 107,788	$ 466,785	$ 6,151	$ 165,331	$ 2,449	$ 212,375
Aerial Labor	Project Cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
UG Labor	Project Cost	$42,016,088	$ 79,004,840	$ 116,044,027	$21,151,559	$ 20,056,284	$ 86,854,428	$ 769,557	$20,668,103	$ 343,974	$29,751,249
Tech Services Labor	Project Cost	$ 62,595	$ 117,068	$ 174,295	$ 33,092	$ 26,482	$ 107,182	$ 6,641	$ 111,368	$ 4,174	$ 120,282
Customer Premise Labor and Install Materials including Splitters	Project Cost	$ 453,544	$ 853,036	$ 1,287,547	$ 236,209	$ 182,212	$ 783,370	$ 31,402	$ 818,175	$ 11,162	$ 880,034
OSP Materials	Project Cost	$ 5,310,913	$ 9,973,568	$ 14,638,826	$ 2,686,220	$ 2,536,804	$ 10,889,274	$ 138,784	$ 2,878,983	$ 81,325	$ 4,012,847
Electronics	Project Cost	$ 58,035	$ 80,373	$ 111,909	$ 42,267	$ 40,953	$ 77,745	$ 34,383	$ 79,059	$ 34,383	$ 89,571

The top line item, "Project Cost" shows the total capital costs for the build. "HHP" is Household Passed, "HHS" refers to Household Sold. The "Cost per MI" is Cost per Mile. After this, the capital costs are broken down into major categories as described above. As discussed above, the highest cost category is UG Labor or underground construction labor. "OSP" Materials is typically the next highest cost category and simply includes all the materials for the outside plant or network.

Based upon the total capital costs to build out to the unserved areas, Mariposa County could put together partnerships and grant applications to fund all of the unserved areas in Districts 3,4 and 5. These capital costs fall within many of the grant programs available for broadband infrastructure and the density levels of households per mile are within the threshold to entice providers to co-invest.

NEO further broke out Districts 1 and 2 into smaller areas for consideration. Below are project areas based upon clusters of parcel density.

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane

Mariposa Separate, Smaller Projects								
		Mariposa District 1.1 Served and Unserved	Mariposa District 1.2 Served and Unserved	Mariposa District 2.1 Served and Unserved	Mariposa District 2.2 Served and Unserved	Mariposa District 2.3 Served and Unserved	Mariposa District 2.4 Served and Unserved	
# of Underserved		**843**	**838**	**345**	**0**	**118**	**0**	
# of Unserved		**18**	**876**	**964**	**1520**	**11**	**45**	
Major Assumptions								**Total Parcels**
# Parcels/Passings		861	1714	1309	1520	129	45	3864
Total Plant Miles		82.22	396.16	92.35	254.39	22.82	172.72	
# Poles		0	0	0	0	0	0	
Est. Aerial Miles		0	0	0	0	0	0	
Est. UG Miles		82.22	396.16	92.35	254.39	22.82	172.72	
Aerial %		0%	0%	0%	0%	0%	0%	
UG %		100%	100%	100%	100%	100%	100%	
Density HH/Mile		10.47	4.33	14.17	5.98	5.65	0.26	
Take Rate		40%	40%	40%	40%	40%	40%	

The density of parcels or households per mile for projects shown as District 1.1, 1.2 and 2.1 are potentially worthy of attracting partners. Density levels of .26 – 6 parcels or households per mile may be better served with satellite service such as Starlink and/or wireless service providers. Below are the capital cost estimates for these project areas.

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane

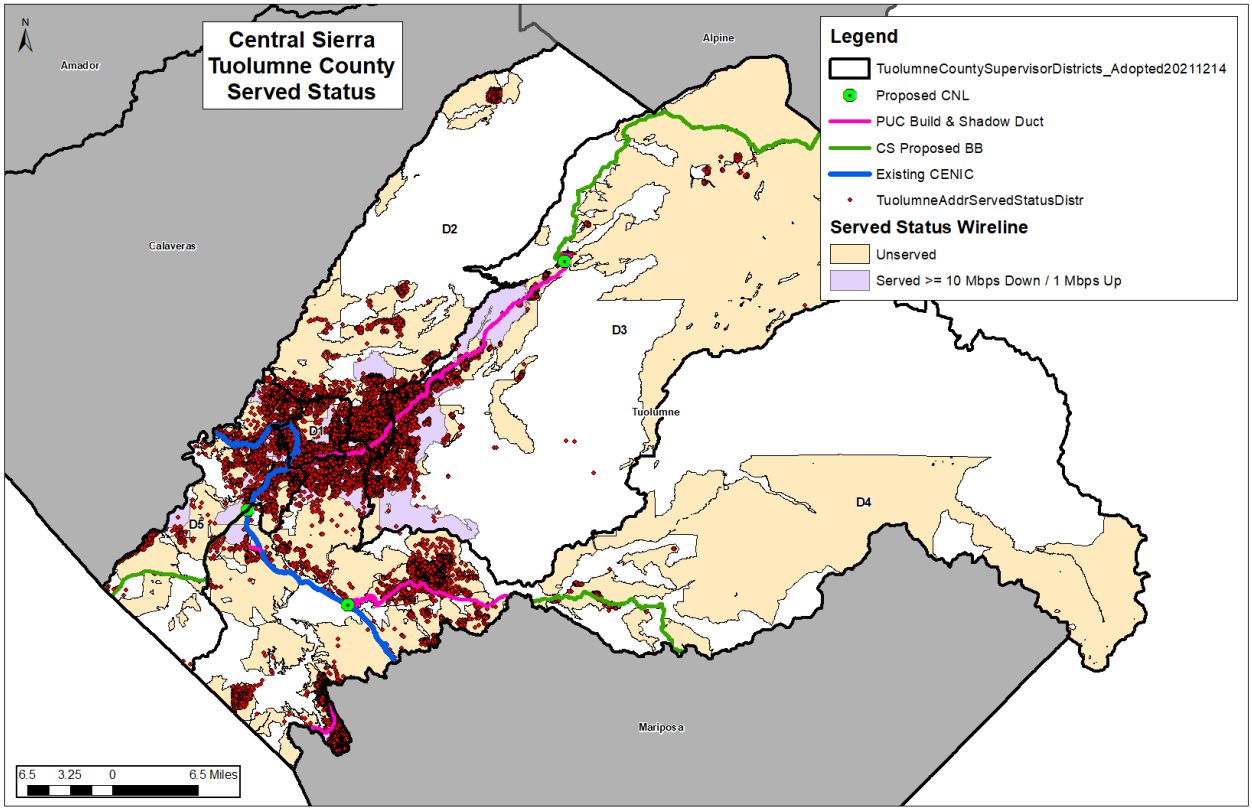
Capital Cost Estimates, Fiber to the Premise, GPON Architecture								
		Mariposa District 1.1 Served and Unserved	Mariposa District 1.2 Served and Unserved	Mariposa District 2.1 Served and Unserved	Mariposa District 2.2 Served and Unserved	Mariposa District 2.3 Served and Unserved	Mariposa District 2.4 Served and Unserved	Total Capital Cost for Unserved
Overall	Project Cost	$25,903,940	$ 122,365,581	$ 29,400,588	$78,977,143	$ 7,136,060	$52,754,138	$316,537,450
	Cost per HHP	$ 30,086	$ 71,392	$ 22,460	$ 51,959	$ 55,318	$ 1,172,314	
	Cost per HHS	$ 75,215	$ 178,480	$ 56,151	$ 129,897	$ 138,296	$ 2,930,785	
	Cost per MI	$ 315,056	$ 308,879	$ 318,360	$ 310,457	$ 312,711	$ 305,432	
Engr. Labor	Project Cost	$ 140,248	$ 568,635	$ 172,572	$ 383,596	$ 34,087	$ 217,016	
Aerial Labor	Project Cost	$ -	$ -	$ -	$ -	$ -	$ -	
UG Labor	Project Cost	$22,339,279	$ 107,410,161	$ 25,122,903	$69,011,153	$ 6,190,566	$ 46,764,786	
Tech Services Labor	Project Cost	$ 60,614	$ 119,049	$ 91,041	$ 105,506	$ 10,914	$ 5,805	
Customer Premise Labor and Install Materials including Splitters	Project Cost	$ 389,292	$ 773,125	$ 589,760	$ 684,351	$ 58,488	$ 21,282	
OSP Materials	Project Cost	$ 2,919,100	$ 13,416,865	$ 3,353,138	$ 8,718,735	$ 806,308	$ 5,710,865	
Electronics	Project Cost	$ 55,407	$ 77,745	$ 71,175	$ 73,803	$ 35,697	$ 34,383	

Based upon density levels and total capital costs, perhaps a good starting point for consideration is to build fiber to project areas identified as District 1.1 and 2.1 could be considered first, followed by District 1.2. NEO recommends negotiating a public-private partnership initiative with the service providers through an Invitation to Negotiate or Request for Proposal process and to leverage these partnerships with grant funding to begin building out Fiber to the Premise infrastructure.

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane

3E Tuolumne County

Below is the map of Tuolumne County showing areas that are unserved in tan and served in purple. A minimum of 36% of the County's parcels are eligible for grant funding. The districts are numbered and shown on the maps. Parcels or address points are shown on the map as red dots. Clusters of red dots should be considered priority areas as there is greater household or parcel density lacking broadband availability.



Below are the major assumptions for the served and unserved areas in the County by District.

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane Kruse, NeoConnect, Regarding Regional

		Tuolumne Unserved District 1	Tuolumne Served District 1	Tuolumne Unserved District 2	Tuolumne Served District 2	Tuolumne Unserved District 3	Tuolumne Served District 3	Tuolumne Unserved District 4	Tuolumne Served District 4	Tuolumne Unserved District 5	Tuolumne Served District 5
Major Assumptions											
# Parcels/Passings		361	3159	570	2987	1520	4349	4279	1082	1224	2475
Total Plant Miles		12.06	105.56	40.40	211.74	135.15	386.70	522.83	132.20	99.29	200.77
# Poles		0	0	0	0	0	0	0	0	0	0
Est. Aerial Miles		0	0	0	0	0	0	0	0	0	0
Est. UG Miles		12.06	105.56	40.4	211.74	135.15	386.7	522.83	132.2	99.29	200.77
Aerial %		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
UG %		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Density HH/Mile		29.93	29.93	14.11	14.11	11.25	11.25	8.18	8.18	12.33	12.33
Take Rate		45%	45%	45%	45%	45%	45%	45%	45%	45%	45%
Make Ready Cost per mile (all in labor only)		$ -	0	0	0	$ -	0	0	0	0	0
ADSS or Strand/Lash		Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash
Missile Bore/Open Trench %		0%	0	0	0	0%	0	0	0	0	0
Directional Bore %		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Plow %		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
LD Downtown %		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
HD Downtown %		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Rock Adder %		25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
Cut/Restore %		2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Make Ready Construction		yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
OLT Equipment		yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
ONT Equipment		yes	yes	yes	yes	yes	yes	yes	yes	yes	yes

Below are the estimated capital costs for served and unserved areas by District.

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane

Capital Cost Estimates, Fiber to the Premise, GPON Architecture											
		Tuolumne Unserved District 1	Tuolumne Served District 1	Tuolumne Unserved District 2	Tuolumne Served District 2	Tuolumne Unserved District 3	Tuolumne Served District 3	Tuolumne Unserved District 4	Tuolumne Served District 4	Tuolumne Unserved District 5	Tuolumne Served District 5
Overall	Project Cost	$ 4,089,181	$ 35,304,991	$ 12,935,863	$67,497,885	$ 42,729,095	$ 122,167,263	$ 163,556,039	$41,401,985	$31,521,766	$63,658,646
	Cost per HHP	$ 11,327	$ 11,176	$ 22,694	$ 22,597	$ 28,111	$ 28,091	$ 38,223	$ 38,264	$ 25,753	$ 25,721
	Cost per HHS	$ 25,172	$ 24,836	$ 50,432	$ 50,216	$ 62,469	$ 62,424	$ 84,940	$ 85,032	$ 57,229	$ 57,157
	Cost per MI	$ 339,070	$ 334,454	$ 320,195	$ 318,777	$ 316,161	$ 315,923	$ 312,828	$ 313,177	$ 317,472	$ 317,073
Engr. Labor	Project Cost	$ 30,899	$ 270,418	$ 75,378	$ 395,044	$ 235,142	$ 672,798	$ 839,199	$ 212,197	$ 177,472	$ 358,859
Aerial Labor	Project Cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
UG Labor	Project Cost	$ 3,299,440	$ 28,870,486	$ 10,990,675	$57,599,856	$ 36,730,081	$ 105,092,215	$ 141,939,495	$35,890,646	$26,994,176	$54,583,176
Tech Services Labor	Project Cost	$ 26,837	$ 216,899	$ 41,035	$ 204,857	$ 105,506	$ 299,113	$ 291,855	$ 75,696	$ 85,888	$ 170,376
Customer Premise Labor and Install Materials including Splitters	Project Cost	$ 183,421	$ 1,601,546	$ 290,252	$ 1,514,844	$ 769,895	$ 2,203,801	$ 2,168,837	$ 549,157	$ 621,184	$ 1,254,889
OSP Materials	Project Cost	$ 507,632	$ 4,214,022	$ 1,485,745	$ 7,654,293	$ 4,810,726	$ 13,729,613	$ 18,148,241	$ 4,612,311	$ 3,570,557	$ 7,180,752
Electronics	Project Cost	$ 40,953	$ 131,619	$ 52,779	$ 128,991	$ 77,745	$ 169,725	$ 168,411	$ 61,977	$ 72,489	$ 110,595

The top line item, "Project Cost" shows the total capital costs for the build. "HHP" is Household Passed, "HHS" refers to Household Sold. The "Cost per MI" is Cost per Mile. After this, the capital costs are broken down into major categories as described above. As discussed above, the highest cost category is UG Labor or underground construction labor. "OSP" Materials is typically the next highest cost category and simply includes all the materials for the outside plant or network.

Based upon the total capital costs to build out to the unserved areas, Tuolumne County could put together partnerships and grant applications to fund all of the unserved areas in Districts 1, 2, 3 and 5. These capital costs fall within many of the grant programs available for broadband infrastructure and the density levels of households per mile are within the threshold to entice providers to co-invest.

NEO further broke out Districts 4 into smaller areas for consideration. Below are project areas based upon clusters of parcel density.

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane

District 4, Separate, Smaller Projects							
		Tuolumne District 4.1 Served and Unserved	Tuolumne District 4.2 Served and Unserved	Tuolumne District 4.3 Served and Unserved	Tuolumne District 4.4 Served and Unserved	Tuolumne District 4.5 Served and Unserved	
# of Underserved and Served		**1012**	**10**	**60**	**0**	**0**	
# of Unserved		**547**	**267**	**774**	**2630**	**61**	
Major Assumptions							**Total Parcels**
# Parcels/Passings		1559	277	834	2630	61	5084
Total Plant Miles		110.40	91.60	100.29	248.25	143.41	
# Poles		0	0	0	0	0	
Est. Aerial Miles		0	0	0	0	0	
Est. UG Miles		110.40	91.6	100.29	248.25	143.41	
Aerial %		0%	0%	0%	0%	0%	
UG %		100%	100%	100%	100%	100%	
Density HH/Mile		14.12	3.02	8.32	10.59	0.43	
Take Rate		40%	40%	40%	40%	40%	

The density of parcels or households per mile for projects shown as District 4.1 and 4.4 are potentially worthy of attracting partners, followed by District 4.3. Density levels of .43 – 3.02 parcels or households per mile may be better served with satellite service such as Starlink and/or wireless service providers. Below are the capital cost estimates for these project areas.

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane

Capital Cost Estimates, Fiber to the Premise, GPON Architecture

		Tuolumne District 4.1 Served and Unserved	Tuolumne District 4.2 Served and Unserved	Tuolumne District 4.3 Served and Unserved	Tuolumne District 4.4 Served and Unserved	Tuolumne District 4.5 Served and Unserved	Total Capital Cost for Unserved
Overall	**Project Cost**	**$35,125,205**	**$ 28,239,004**	**$ 31,389,107**	**$78,104,715**	**$ 43,834,853**	$ 216,692,885
	Cost per HHP	$ 22,531	$ 101,946	$ 37,637	$ 29,698	$ 718,604	
	Cost per HHS	$ 56,326	$ 254,865	$ 94,092	$ 74,244	$ 1,796,510	
	Cost per MI	$ 318,163	$ 308,286	$ 312,983	$ 314,621	$ 305,661	
Engr. Labor	**Project Cost**	$ 206,044	$ 126,230	$ 161,557	$ 424,791	$ 181,229	
Aerial Labor	**Project Cost**	$ -	$ -	$ -	$ -	$ -	
UG Labor	**Project Cost**	$30,032,788	$ 24,825,051	$ 27,228,902	$67,451,081	$ 38,831,171	
Tech Services Labor	**Project Cost**	$ 107,929	$ 21,548	$ 58,895	$ 179,845	$ 6,864	
Customer Premise Labor and Install Materials including Splitters	**Project Cost**	$ 702,318	$ 125,929	$ 376,922	$ 1,184,108	$ 29,107	
OSP Materials	**Project Cost**	$ 4,001,008	$ 3,101,922	$ 3,507,424	$ 8,756,923	$ 4,752,099	
Electronics	**Project Cost**	$ 75,117	$ 38,325	$ 55,407	$ 107,967	$ 34,383	

Based upon density levels and total capital costs, perhaps a good starting point for consideration is to build fiber to project areas identified as District 4.1 and 4.4 could be considered first, followed by District 4.3. NEO recommends negotiating a public-private partnership initiative with the service providers through an Invitation to Negotiate or Request for Proposal process and to leverage these partnerships with grant funding to begin building out Fiber to the Premise infrastructure.

Next Steps

There are other possible ways to implement this network more cost-effectively. For example, underground construction is more expensive than using existing utility poles to construct the network in an aerial manner. The estimates above assume 100% of the network is built underground.

Use of contractors typically is more expensive than use of existing staff. Many of the service providers in the region have existing staff that can build these networks more cost effectively than having a contractor build it. Additionally, many service providers have economies of scale on materials.

There are several service providers that are offering services in the study area. A list of the service providers has been provided as a deliverable of this report. As discussed previously, NEO's team suggests conducting a Request for Proposal or an Invitation to Negotiate process with the service providers, providing the findings of this report to engage in discussions to partner on grant applications and to seek funding to build these projects.

Partnerships with the State of California, Caltrans, PG&E and the service providers can reduce the overall cost and potential capital outlay of the Counties.

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane Kruse, NeoConnect, Regarding Regional

Section 4, Discussion on Models of Operations and Public Private Partnerships

The most ambitious strategy for a local government to consider is the opportunity to connect all homes and businesses with fiber. More challenging geographies are sometimes forced to utilize wireless technologies to deliver service with a hybrid fiber/wireless network. Cities and counties are building or facilitating build out of Fiber to the Premise networks or "Gigabit-enabled" networks, allowing for Internet speeds of 1,000 Mbps or 1 Gbps in both upload and download speeds for all homes and businesses within a city's or county's boundary.

There are a number of models to finance, design, construct and operate a Fiber to the Premise network. One of the models in the industry is when the county designs, builds, owns and operates a network and becomes the Internet Service Provider to homes and businesses. This model is often referred to as a Retail Model and is discussed in detail below. Another model is one in which the county builds and owns the fiber network and Internet services are provided directly by the private sector. This has often been referred to as a Wholesale Model, and again, is discussed in detail below.

Fiber to the Premise, Retail Model

In this model, the county and/or municipal utility designs, builds, owns and operates the network, and essentially becomes the Internet Service Provider. An increasingly prevalent case for investing in building municipal broadband is being made by advocates defining the Internet as a "utility" and thus a necessity for the public sector to provide when otherwise unavailable.

Most counties that have deployed a retail, Fiber to the Premise strategy have been providing electric services to their constituents. Municipal electric utilities have an easier implementation path because they already have the access to utility poles and other infrastructure, billing processes in place, customer service centers operational, and business relationships with each and every homeowner and business.

The City of Longmont has deployed this approach and is nationally known as a model of success. Dubbed "NextLight," this Gigabit fiber network is owned and operated by the City and its power utility, Longmont Power & Communications (LPC). Longmont opted out of Colorado's SB 152 law in November of 2011 with 60% of the vote. Two years later, Longmont voters approved a $40.3 million bond issuance to cover the startup costs and network build.

Longmont followed Google Fiber's marketing strategy by launching a pre-build sign-up campaign. The neighborhood with the most market share or "take rate" would be the first area where Longmont would build. The first neighborhood received a 72% take rate prior to construction. Longmont's 38,000 homes and businesses now have symmetrical Gigabit service for $50 per month for those who signed up early. The $50 per month is guaranteed for the lifetime of the home as well as the owner/tenant of the home if he/she moves within the City limits. Longmont's business service includes symmetrical 100 Mbps for $230 per month and symmetrical 250 Mbps service for $500 per month.

Longmont is experiencing an average take rate percentage of 56%. The initial feasibility study conducted in 2013 predicted a 27% take rate. Late in 2016, the City voted to increase LPC's budget by $7 million, sourced from the Electric and Broadband Utility Fund balance, to hire staff needed to support take rates twice as high as initially predicted.

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Meanwhile NextLight is helping businesses and fostering growth by providing connectivity that's enabling the community to successfully compete with its neighbor to the south, Boulder. Local businesses that were looking to expand outside the city elected to stay and grow in Longmont thanks to the Gigabit network. The network is also attracting regional work-from-home Coloradans looking for an ideal place to work and raise their family.

Fiber to the Premise – Wholesale Model

Counties can take one of two approaches with the wholesale model, owning the fiber only or owning the fiber and the equipment it takes for it to run or be "lit." Fiber optic cable that does not have equipment on the ends of it is referred to as "dark" fiber. Fiber optic cable that has equipment in place is referred to as "lit" fiber.

Whether the county provides dark or lit fiber, the wholesale model assumes at least one and possibly multiple service providers are available to provide Internet services. The county owns the network, and in some cases, the equipment to light the network, and the service provider(s) pay a lease fee to the county in the form of a monthly payment or in the form of a revenue share, a percentage of the gross revenues generated by service fees on the network.

This ownership by a county, run by a private entity approach is nothing new; it has been prevalent for decades with toll roads that are managed privately. What is a new and emerging trend, is communities funding a network and turning it over to a traditional carrier to manage and operate the network.

As part of the Northwest Colorado Regional Broadband Strategic Plan effort, Rio Blanco County identified that broadband service in the County was inadequate to sustain 21st century economic development. Rio Blanco County is deploying a wholesale Fiber to the Premise model. In 2014, Rio Blanco County voted to opt out of SB 152 and reclaimed their local telecommunications authority. Shortly after opting out, Rio Blanco received grant funding with the Colorado Department of Local Affairs (DOLA) to build out the network. The County and some of the local community anchor institutions are providing the match funding required by the grant. The County is building fiber infrastructure to the block in Rangely and Meeker and service providers will finish the build-out to each home or business. In the more rural parts of the county, subscribers will be served by wireless infrastructure and technologies.

Subscribers have the option to choose between two providers which are offering services on Rio Blanco's network. Local Access Internet (LAI) and Cimarron Telecommunications are offering symmetrical Gigabit Internet access (1,000 Mbps or 1 Gbps) for $70 per month.

In addition to the retail and wholesale Fiber to the Premise models, there are a number of emerging public-private partnership models that are just being introduced in the industry. A description of typical funding mechanisms for counties will be discussed below as well as a description of the emerging public-private partnership models.

Public Private Partnerships

In addition to the above funding sources, there are a number of public-private partnership models that have recently emerged that allow the county to pursue a Gigabit-enabled network, while sharing in the risk, rewards and capital cost outlay of the network.

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When evaluating public-private partnerships, counties need to balance the tension between control, risk and reward against the County's goals for the project. Control, in this context, refers to ownership of the network or how much capital the county is willing to invest. A local government must consider how much control or capital is needed to be invested to minimize risks and maximize rewards. Risks are associated primarily with financial risks such as debt and debt coverage, as well as implementation, execution and operational risks. Reward is often associated with where and how fast a network is constructed, coupled with what type of services will be offered and at what price. There may be other benefits that are classified under "reward" such as fiber built for the city's or county's benefit at no cost or construction and operational efficiencies gained from the potential partnership.



Partners can include private for-profit companies, local non-profits, other anchor institutions and even local residents. In some instances, the county may have a very limited role in a partnership and may only provide access to rights of way or other city or county infrastructure such as conduit, excess fiber, water or public safety towers, licensed spectrum, light poles or local government buildings. In other cases, a county may agree to become an anchor tenant and pay for service on the network for a contracted term, providing a guaranteed revenue source for the network project partner to justify the business plan to build out further in the community. In more extensive partnerships, the county can play a larger role, such as providing capital for part or all of the network construction. In some public partnership models, the private sector provides financing, while the county shares in some of the risk. In other models, the county pays for a substantial portion or all of the network build and contracts the operation of the network to the project partner. Sharing in the financial and operational risks and in the associated benefits of a project can allow communities to pursue broadband endeavors that may otherwise be unattainable.

Below are examples of three public partnership models that have been implemented by communities in the recent years.



Google Fiber, No Capital Outlay from the City or County

Perhaps the most coveted example of a public-private partnership is the Google Fiber project in the Kansas City area. Google chose Kansas City, KS and Kansas City, MO as the community to embark upon its first foray into building fiber infrastructure. Kansas City, KS committed to facilitate access to local infrastructure and conduit that it owned and provided access to its rights of way. Kansas City, MO committed to waive local permitting fees and provided Google with unfettered access to dedicated city staff to support the project.

In return, Google has agreed to build and operate a fiber-to-the-premise network and provide Internet access service with 1 Gbps speeds to homes at $70 per month and to businesses at $300 per month. Google Fiber did not commit to ubiquitous coverage in Kansas City, but agreed to build out fiber in neighborhoods (called "fiberhoods") that met a predetermined take rate percentage prior to construction.

Google Fiber used this same approach in Austin, TX and in Provo, Utah. Although in the past three years Google has announced plans to replicate this model in 35 other cities, Google has recently announced that it is pulling back its fiber-to-the-premise strategy and is experimenting with Gigabit wireless technologies. Currently Gigabit wireless technology is limited to 500 feet; meaning, fiber optic cable still needs to be installed very close to homes and businesses for the wireless technology to deliver Gigabit bandwidth. Nevertheless, Google's pull back has caused some trepidation in the industry. Google is evaluating other models for partnership with cities and their pause in fiber-to-the-premise implementation should not be taken as an indication of their appetite for collaboration with cities.

In the Google Fiber KS model, the local governments do not commit capital to build the network. This limits the cities' financial risk substantially, but it also curbs the control they have over how and where the network is built. The counties in the Google Fiber projects have no say over prices charged to the customers, how the network is built or how fast. Google makes all of the decisions regarding current and future operations, and whether or not they pull out of a market. Given their most recent announcements of pulling back their plans, this has proven to be a substantial risk to the communities. Critics of Google's

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fiberhood approach claim that Google has "cherry-picked" more affluent neighborhoods to build its fiber and has left economically challenged neighborhoods off its build list.

Ting, County Builds the Fiber Network, Ting pays for Equipment and Operates the Network

Canada's Ting has recently made a name for itself as a private carrier that will deliver fiber-to-the-premises services over a city-owned network. Already underway in Westminster, MD, Santa Cruz, CA, and Huntsville, AL, Ting is now partnering with Centennial, CO to bring Gigabit fiber Internet access to Centennial's 107,000 residents and its local businesses.

In this model the county provides the capital to build, own and maintain the "dark" fiber throughout the community and to every home and business. Ting "lights" the fiber by providing capital for the equipment. Ting provides Gigabit services to homes for $89 per month and to businesses for $139 per month. In order for the city to pay down its debt associated with building the fiber network, Ting pays the city a fee for homes and businesses that are fiber-ready or have been passed with fiber and another fee when homes and businesses start subscribing to Internet services.

While the fiber network is the property of the city and eventually an "open network," meaning several service providers can use it to offer services to homes and businesses, Ting partnerships typically feature an "exclusive right to operate network" for a minimum amount of time. While the build is the responsibility of the respective cities, Ting will lease and light the fiber and provide all equipment and Internet access. Cities partnering with Ting are mitigating risk and staying out of the challenging ISP business, but have more control over where, how and how fast the network is built. The cities also have control over pricing and services offered and can require that the network is available for others to use after an initial period of time.

Other companies are now replicating this model. Companies in Colorado that have stated they would enter into public-private partnerships similar to Ting's model include Cedar Networks, Allo, FastTrack and Forethought. Others may also offer a similar model if asked to respond to a formal Request for Information or Proposal.

Long-term Lease, Shared Take Rate Risks or Utility Fee

Private firms will fund a network build, and will oversee design, engineering, construction and operation of the network with a 20-year exclusive lease agreement. These firms are forecasting that the subscription rates they receive will provide healthy returns on their investment. And for extra measure, they ensure a sufficient return by requiring cities to guarantee take rates, or pay the difference. The good news is that these potential city paybacks have a long ramp-up time before ever going into effect. Additionally, the guaranteed take rate is typically more than achievable at somewhere between 30-38%, depending on the negotiated terms. At the end of the negotiated years, the city owns the network free and clear but can continue to lease the fiber to their established partner(s).

Private firms will also work with communities to establish a fiber network using a similar model to that described above or with a utility fee structure model. This utility fee structure model was recently used to rescue Utah's Utopia network from its financial woes. In the Utopia project, Macquarie Capital charges a flat utility fee for every home and business that the network passes, whether the home or business signs

up for services or not. Terms of the deal were reported to be $22.60 per month for five cities. In terms of revenue sharing, each city is able to keep 75% of wholesale revenue after the first $2M per year. This arrangement is expected to wipe out Utopia's debt by 2021 if the network sees a 24% take rate for premium services

Macquarie Capital is also providing financing, design, engineering, construction and operations for an anchor institutions network for the State of Kentucky. This "concessionaire model" provides a long-term agreement of 30 years where Macquarie is the lead vendor coordinating all financing and implementation for the project and the State of Kentucky, in turn, shares in the risks and rewards of the project.

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Section 5, Leverage Funding and Grant Programs

There are several strategies local governments have used to finance municipal broadband networks. Counties can sometimes appropriate funds available through the general fund, to cover the capital costs of network builds. Funds can be appropriated either on a one-time or multi-year basis.

If there is not sufficient funding available in the general fund, a number of counties have used general obligation bonds, revenue bonds, or certificates of participation to finance the network build-out. Other financing options include New Market tax credits, for which allocations would have to be secured; economic development retail sales tax funds, internal loans, TIF, economic development financing programs, and crowd sourcing.

There is also a growing interest among private financial institutions willing to invest in municipal networks. Local governments may be able to find alternative means of financing government anchor networks using private capital.

Traditional Grant Funding Programs for Broadband

Grant funding is available from a number of state and national sources. At the federal level, E-rate and the Rural Healthcare Grants are provided through the Universal Service Administrative Company (USAC). USAC is an independent, not-for-profit organization, designated by the FCC to administer the Universal Service Fund. This fund receives approximately $10 billion annually and is used to deliver funding through four programs (E-rate, the Rural Healthcare Program, Lifeline Program and the High-Cost Program). The E-rate program will pay for 40-60% of the capital costs to build fiber to schools and libraries. The Rural Healthcare Program will pay for 60-65% of the capital costs to build fiber to qualifying medical facilities. Although there are strict rules through USAC and the E-rate Program regarding the use of excess fiber deployed through the grant, there may be opportunities to obtain a waiver of this rule, allowing the Counties to partner with the school district on portions of their build.

Another federal program for financing broadband is the Economic Development Administration (EDA). EDA will fund development for partnership planning, local technical assistance and economic adjustment assistance. EDA will fund implementation and construction of broadband networks for public works projects and economic adjustment assistance projects. Other federal programs are offered through the US Housing and Urban Development. A variety of funding sources and funding mechanisms are available through HUD for planning and implementation of broadband networks.

At the state level, California has several programs and broadband funding initiatives underway. This information has been updated through the Summer 2021.

State broadband website:

- California Broadband Council

State broadband coordinators:

- California Office of Broadband and Digital Literacy

Broadband programs:

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- California Advanced Services Fund (CASF): The California Advanced Services Fund provides grants to broadband service providers, public housing, broadband adoption entities, tribes, and regional consortia to help provide broadband infrastructure, service, and adoption in eligible areas.

- California Teleconnect Fund (CTF) Program: The California Teleconnect Fund provides participating entities a 50 percent discount for to broadband and communication services from participating service providers.

- The California Emerging Technology Fund (CETF): The California Emerging Technology Fund provides an information hotline for details about affordable Internet – 1-844-841-INFO (4636).

Funding for broadband:

- The California Advances Services Fund (CASF): The California Public Utilities Commission administers the California Advances Services Fund. The fund is allocated into multiple accounts:

- Broadband Adoption Account: The Broadband Adoption Account provides $20 million in grants to increase publicly available or after school broadband access. Examples of grant uses include digital literacy training programs and public education to communities with limited broadband adoption.

- Broadband Infrastructure Grant Account: The Broadband Infrastructure Grant Account is funded $560 million since 2008.

- Rural and Urban Regional Broadband Consortia Grant Account: The CASF Consortia Grant Account funds grants to facilitate the deployment of broadband services by assisting infrastructure grant applicants in the project development or grant application process.

- Line Extension Program: The Line Extension Program contains $5 million in grants to offset the costs of connecting to an existing or proposed facility-based broadband provide.

- The Broadband Loan Loss Reserve Fund: The California Public Utilities Commission administers The Broadband Loan Loss Reserve Fund to fund the financing of the deployment of broadband infrastructure by a local government agency or nonprofit organization (Senate Bill 156, Public Utilities Code Section 281.2). The fund pays costs of debt issuance, obtaining credit enhancement, and establishing and funding of reserves for paying principal and interest on debt.

State Broadband Plan:

- Broadband Action Plan 2020: California Broadband for All

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Congressional Funding

Local governments have the ability to apply for congressional funding and broadband is a top priority for this type of funding.

Other Potential Sources of Funding, Supplemental Tax Revenues, Streaming and Over-the-Top Services

Across the U.S., cable companies are seeing their customers cancel their traditional broadband TV services and choose to receive their entertainment through over-the-top services or streaming services such as Hulu, Amazon Video, Netflix and HBO Go. As cord-cutting increases, some counties have been trying to recoup lost franchise fees received from cable companies by charging taxes on over-the-top services.

Within the past year, approximately 45 cities in California are implementing or planning to implement a tax on streaming services and video games, using their city's existing tax rate for cable providers. Their tax rates on video services range from 4.5 to 11 percent. Already taxing these services at rates from 6% - 9.4% include communities in Pennsylvania, Minnesota and Chicago.

There has been push-back from content and streaming providers on this tax and it is likely that these taxes will be challenged in court. An argument can be made that taxes on Internet sales are not allowed without a physical address within states, and therefore, this streaming and gaming tax could be struck down as well.

Charging Fees for Use of Right of Ways

Cities in Oregon have started charging private and public entities for use of their right of ways as a means to fund infrastructure improvements. The fee amount varies based on the kind of utility and how many facilities are used in the right-of-way. Charging right of way fees may be another funding mechanism for cities to build broadband infrastructure.

Grant Funding in Response to the Pandemic

In response to the pandemic, there are billions of grant dollars that can be invested in broadband infrastructure. Some of these programs are currently underway and many of these programs are still being fleshed out.

The December 2020 Appropriations Act provided support for the Tribal Broadband Connectivity Program and the NTIA Broadband Infrastructure Program. These grant programs are underway and the deadline for submission has already passed. Announcements for funding will be made during the first part of 2022.

American Rescue Plan Act, $340 Billion Available in Broadband Funding

Below is a list of various programs and the agency administering the funds.

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- Economic Development Administration (Department of Commerce): *$3 billion* in additional funding to the Public Works and Economic Adjustment Assistance (PWEAA) program through September 2022

- Coronavirus Capital Projects Fund (Department of the Treasury): *$10 billion* for "capital projects directly enabling work, education, and health monitoring, including remote options, in response to the public health emergency"; in addition to capital projects, eligible efforts include ancillary services (such as broadband mapping) to increase efficiencies of capital projects, and cost support efforts (such as subsidies). *The State of California will receive $540 Million under this program for broadband implementation. The State will roll out the rules and requirements for application and administration of this funding in 2022.*

- Emergency Connectivity Fund (FCC): *$7.2 billion* for E-Rate support to reimburse schools and libraries for provision of eligible equipment and advanced telecommunications and information services during the pandemic, including for locations other than schools and libraries

- Coronavirus State Fiscal Recovery Fund: *$219.8 billion* for investments in water, sewer, or broadband infrastructure. *The State of California set aside an additional $2 Billion for last-mile and $3.25 Billion for middle-mile programs with use of this funding.*

- Coronavirus Local Fiscal Recovery Fund: *$130.2* billion for rural community development block grants (CDBG) ($45.6 billion), rural areas ($19.5 billion), and counties ($65.1 billion, population-based), including for investments in water, sewer, or broadband infrastructure

- Local Assistance and Tribal Consistency Fund: *$500 million* (*$250 million* per year for 2022 and 2023) for Tribal use only "for any governmental purpose other than a lobbying activity"

President Joe Biden's multibillion-dollar Infrastructure Investment and Jobs Act includes $65 billion in broadband spending. Of this $65 billion, the bill provides $42.45 billion in grants, under the Broadband Equity, Access & Deployment Program (BEAD) to states to build out last-mile broadband infrastructure, improve broadband maps, or increase broadband adoption programs. The BEAD program will be administered by the National Telecommunications and Information Administration ("NTIA"). Each state will receive a minimum of $100 Million and must provide a 5-year plan to NTIA. The States will then award subgrants.

- State subgrants may be used to fund infrastructure:
    - Unserved service projects (80% of locations in the proposal area lack access to reliable 25Mbps/3Mbps)
    - Underserved service projects (80% of locations in the proposal area lack access to reliable 100Mbps/20Mbps service)
    - Community anchor institutions ("CAIs"), such as schools, libraries, and hospitals, lacking access to 1Gbps service
- Infrastructure funding prioritization: A State "must award funding in a manner that prioritizes unserved service projects." After certifying to NTIA that it "will ensure coverage" to "all unserved locations" in the State, the State must prioritize underserved service projects. After "prioritizing underserved service projects," the State may fund eligible CAIs.
- Projects must provide at least 100Mbps/20Mbps service to be eligible for funding.

- Entities that have received other federal, state, or local government broadband funding (RDOF, other ARPA programs, etc.) may receive subgrants under BEAD.
- The BEAD Program requires a 25 percent match for awarded projects, which may be provided by the State or the subgrantee.
- In addition to broadband infrastructure, States may use BEAD grants for data collection, broadband mapping, installing Internet infrastructure or providing reduced-cost broadband within a qualifying low-income multifamily residential building, broadband adoption (including provision of devices), and additional uses determined necessary by NTIA.
- Timing: The NOFO will likely be published in the May - June 2022 timeframe. The process is dependent on submission and evaluation of State five-year plans, and the broadband DATA maps being updated and published. It is anticipated that funding will not be awarded to subgrantees until 2023.

The Infrastructure and Jobs Act bill provides approximately $14 billion toward a $30 monthly benefit to expand an existing program to help people with lower incomes pay for broadband service and requires internet service providers who take this federal money to offer lower-cost options. Additionally, the bill provides $2 billion in funding broadband infrastructure to tribes and additional monies available for middle mile expansion.

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Appendix 1, California Forward Survey and Outreach to Youth and Seniors

See California Forward Report

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Appendix 2, General Survey Results and Feedback

NEO worked with California Forward in developing the surveys. A survey was provided for residential customers and was further split into youth and people over the age of 65. California Forward's report focuses specifically on the youth and older demographic and this report created by NEO focuses on the results of people between the age of 19 and 65. Additionally, a separate survey was developed for businesses and commercial users which is also detailed below.

The surveys generated 976 responses, of which 63 responses were provided by business and commercial entities. Of the 976 residential responses, 449 of the responses were from people over the age of 65. The survey included a number of branch-outs where specific questions were provided to the over 65 and younger audiences. The results for these demographics are further discussed in California Forward's report.

Summary of Residential Survey Results

Although the survey is a randomized sample, the survey results of 976 responses strongly suggest the following:

- Reliability is the most important factor for users, followed by speed and then price.
- 35.6% of the respondents either have a home-based business (20.3%) or are planning to start a home-based business (15.3%).
- 26.6% of the survey's respondents have school-aged children at home.
- Central Sierra respondents reported 66.7% of households had at least one person who worked from home during the pandemic. 76% stated the current Internet service hurt their ability to work from home in a big way (18%) or somewhat (58%).
- If offered to work from home after the pandemic, 43.8% stated they would choose to work from home, but would not be able to do everything at home because my Internet is not fast enough and 16.6% said they would not work from home because they not be able to work from home because the current Internet speed is not fast enough.
- Only 13% stated their Internet speed was "fast." Most of the respondents stated their Internet speed was slow (44%) or moderate (43%).
- Only 13.4% stated the Internet performance meets their current needs.
- When asked if the respondents could subscribe to much faster speeds, which would they be more likely to choose:
    - 44.6% stated they would choose the Best, Virtually Unlimited (1 Gig) service for $100-150/month;
    - 31.7% would choose 250 Mbps for $80-$100/month followed by
    - 20.3% choosing $100 Mbps for $55-60 per month.

Summary of Business Survey Results

The business survey generated responses from 63 businesses and revealed important information about the local business community. As with residences, reliability is the most important factor for businesses, followed by speed and price.

- 44% had employees that work from home at least one day in a typical work week before the pandemic. This jumped to 51.5% after the pandemic.
- The strongest benefits for business respondents with faster Internet were that businesses would be more efficient, they would collaborate with customers and partners, they would provide and

attend more webinars/online training and they would provide more products and services to their customers.

- Only 21% of surveyed businesses rate their Internet as "excellent" or "good." 47% see their speed as "slow" or "very slow."
- When asked to rate the most critical components of Internet service, overwhelmingly, businesses are looking for reliability (70% indicated it was of the most importance), followed by affordable service and then speed.
- Businesses were more prone to choose the most affordable Internet service rather than the fastest and higher priced service offering. 50.8% would choose the 100 Mbps service for $70 - $85 per month, followed by 27% choosing the Gigabit services for $300 - $450 per months, and 22.2% choosing the 250 Mbps service at $200 - $300 per month.
- While most residential respondents rated their speeds as acceptable, in the business survey, most (47%) of the respondents indicated that their speeds were "slow" or "very slow." Only 21% of surveyed businesses rate their Internet as "excellent" or "good."
- Respondents agreed strongly that their business operations are heavily tied to the Internet and that their demands on Internet bandwidth and speed are consistently increasing.

Residential Survey Results Detail

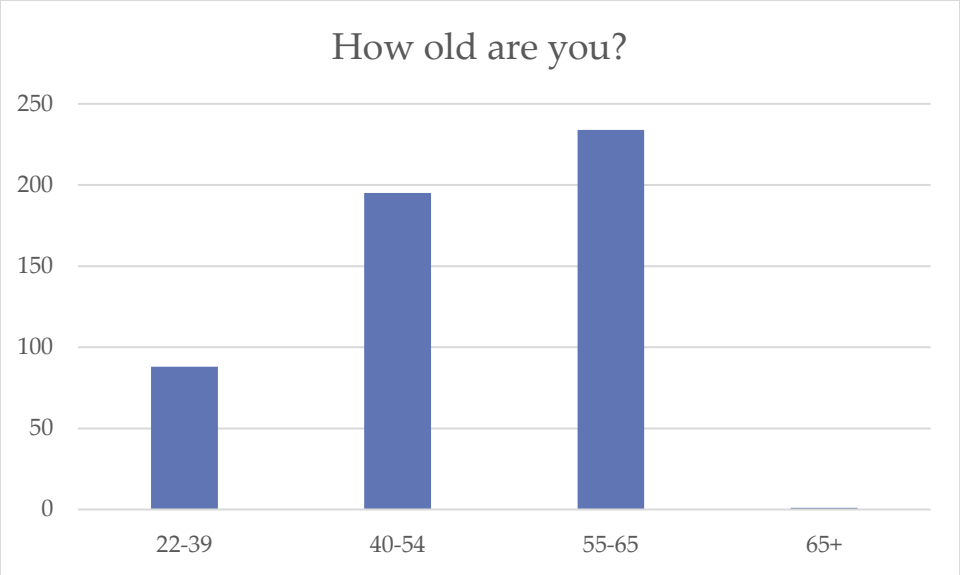
Demographics

Age. 45% of respondents (234 out of 518 responses) are between the ages of 55 and 65 followed by respondents falling in the age range of 40-54 (38%).

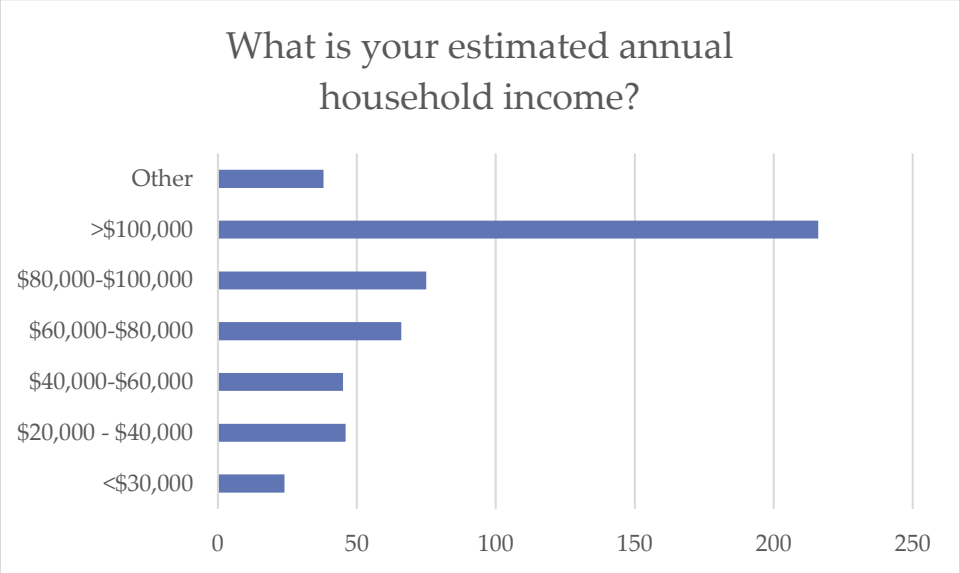
What is your estimated annual household income?

Income Range	# of Responses	% of Responses
<$30,000	24	5%
$20,000 - $40,000	46	9%
$40,000-$60,000	45	9%
$60,000-$80,000	66	13%
$80,000-$100,000	75	15%
>$100,000	216	42%
Other	38	7%
Total	510	

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Income. 42% of the respondents have an annual household income of over $100,000.



What is your estimated annual household income?		
Income Range	# of Responses	% of Responses
<$30,000	24	5%
$20,000 - $40,000	46	9%
$40,000-$60,000	45	9%
$60,000-$80,000	66	13%
$80,000-$100,000	75	15%
>$100,000	216	42%
Other	38	7%
Total	510	

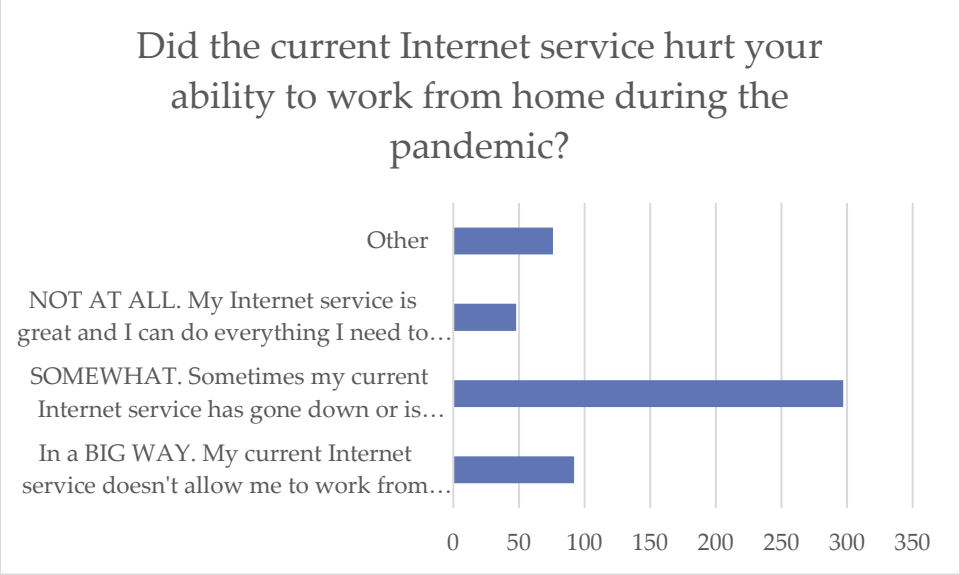
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26.6% of the survey's respondents have school-aged children at home. Many homework assignments are now web-based and often require robust connectivity to support bandwidth intense applications.

Telecommuting and Safer-at-Home Orders

Telecommuting. Central Sierra respondents reported 66.7% of households had at least one person who worked from home during the pandemic. 33.8% had one person working from home and another 26.7% have two people working from home. 3.5% had three people, 2.7% had four people working from home during the safer-at-home orders.

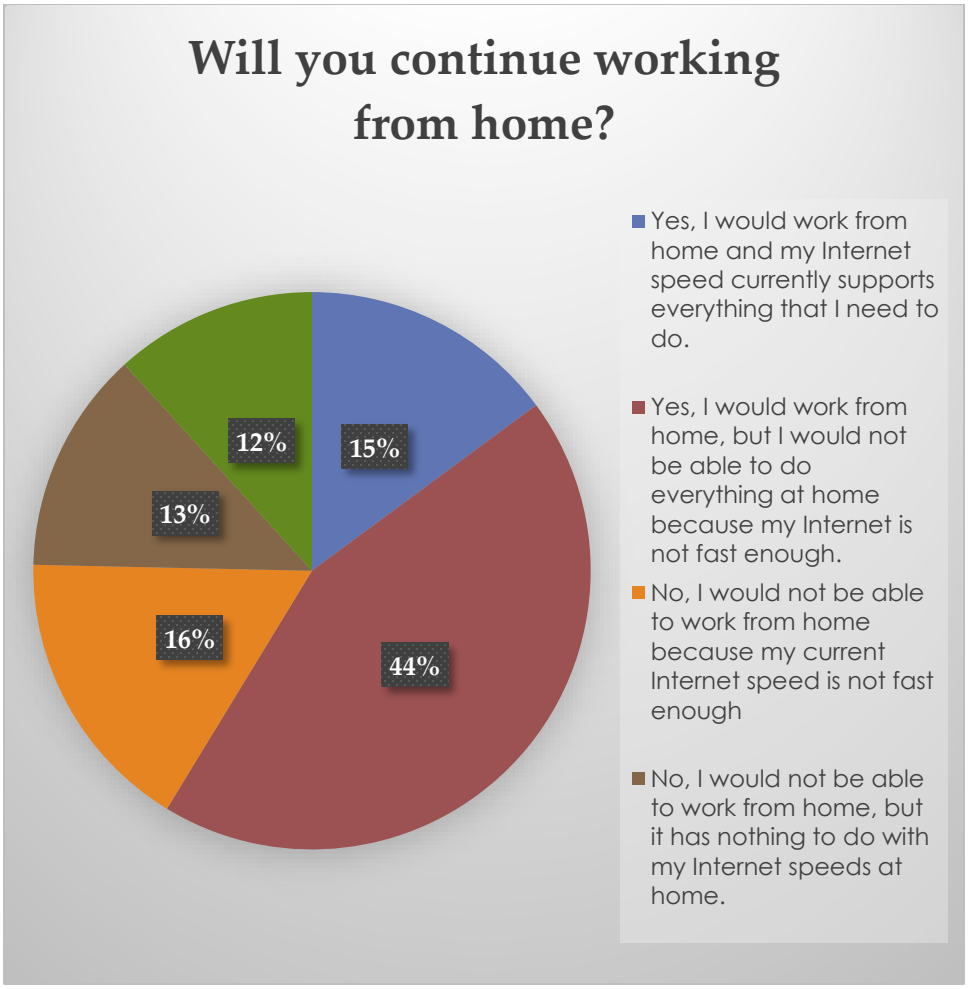
Internet's Impact on Working at Home. The question was asked, "With the pandemic and safer-at-home orders, how much has your current Internet service hurt your ability to work from home?" 17.9% stated the Internet hurt their ability to work from home in a big way, 57.9% stated it somewhat impacted them. Sometimes their current Internet service had gone down or is too slow to all them to work from home. Only 9.4% stated the Internet service did not impact their ability to work.



With the pandemic and the safer-at-home orders, how much has your current Internet service hurt your ability to work from home?		
	# of Responses	% of Responses
In a BIG WAY. My current Internet service doesn't allow me to work from home.	92	17.9%
SOMEWHAT. Sometimes my current Internet service has gone down or is too slow to allow me to work from home.	297	57.9%
NOT AT ALL. My Internet service is great and I can do everything I need to work from home.	48	9.4%
Other	76	14.8%
	513	

Will you continue to work from home? A follow-up question was asked, "After the COVID-19 pandemic, if your employment offered you the ability to work from home, would you telecommute? 43.8% stated "Yes, I would work from home, but I would not be able to do everything at home because my Internet is not fast enough." 16.6% stated, "No. I would not be able to work from home because my current Internet speed is not fast enough."

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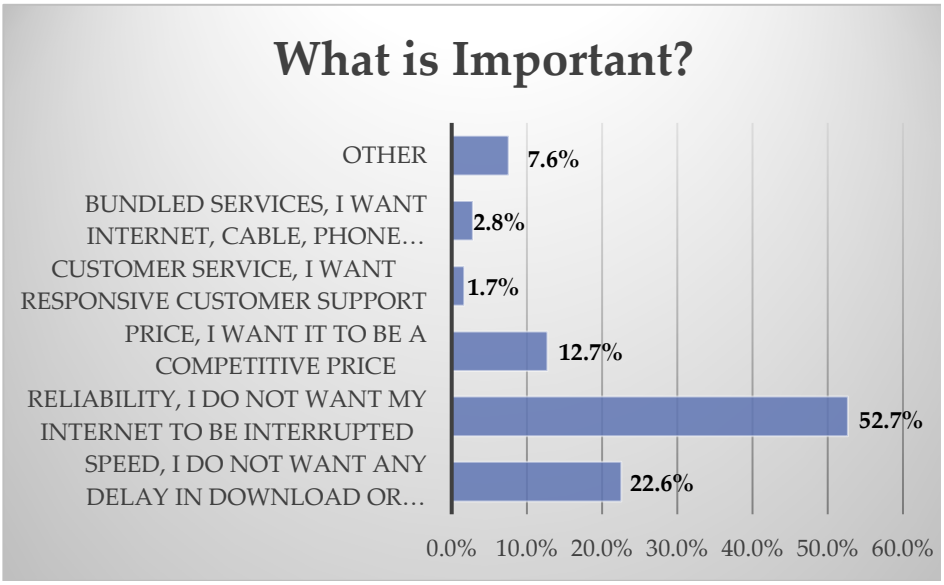
Home-based Business. 35.6% of the respondents either have a home-based business (20.3%) or are planning to start a home-based business (15.3%).

Current Service

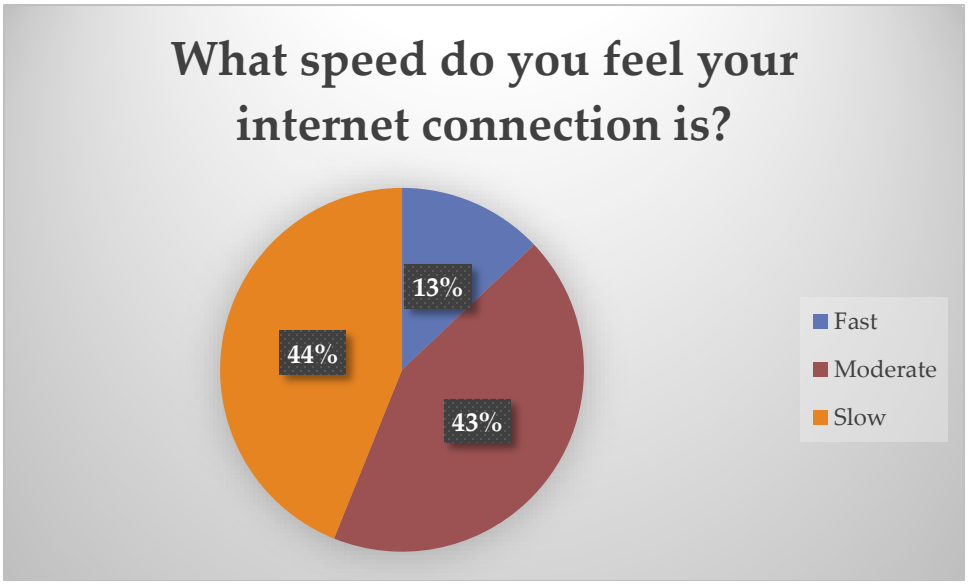
What Do the Respondents Want? By far, respondents indicated that reliability was the most important to them, followed by speed and then price. Customer service and bundling services on to one invoice was not ranked as highly important.

What is most important to you regarding your internet service?		
Speed, I do not want any delay in download or upload	22.6%	218
Reliability, I do not want my internet to be interrupted	52.7%	509
Price, I want it to be a competitive price	12.7%	123
Customer Service, I want responsive customer support	1.7%	16
Bundled services, I want Internet, Cable, Phone service, etc. to be in one place	2.8%	27
Other	7.6%	73
	Total	966

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Perception of Speed. Only 13% stated their Internet speed was "fast." Most of the respondents stated their Internet speed was slow (44%) or moderate (43%).



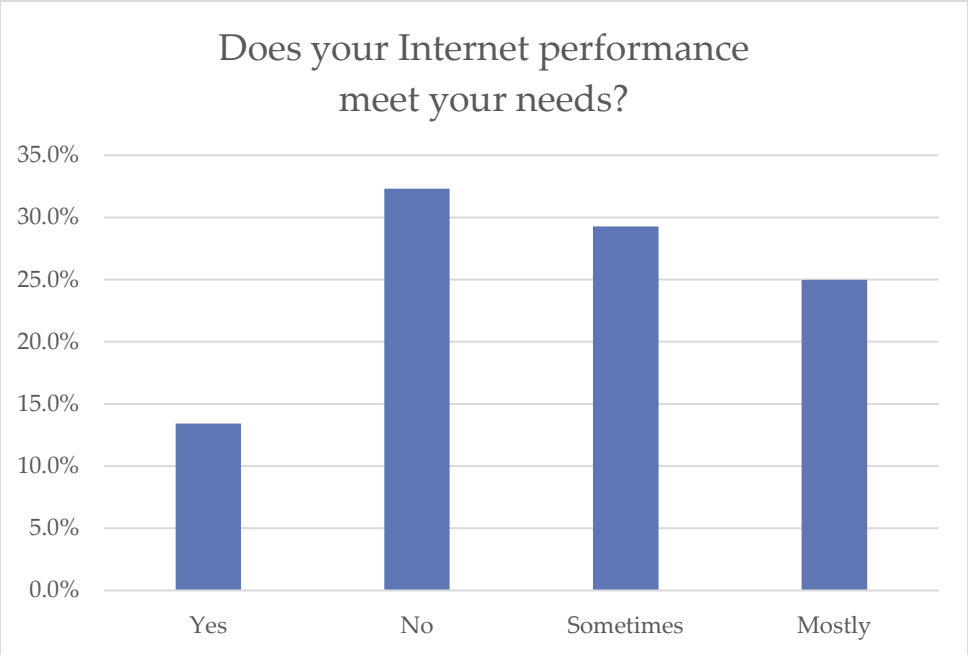
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If you do have internet service at home, who is your internet service provider?		
Xfinity	176	19.2%
AT&T	107	11.7%
Conifer Communications	103	11.2%
Other	98	10.7%
Sierra Nevada Communications	85	9.3%
Hughesnet	83	9.0%
Sierra Telephone Company	79	8.6%
Cal.net	62	6.8%
Frontier	42	4.6%
Comcast	19	2.1%
Viasat	16	1.7%
REM Net	13	1.4%
Volcano Communications	12	1.3%
Calaveras Telephone Company	10	1.1%
TDS Telecom	7	0.8%
I am not sure	2	0.2%
unWired Broadband	2	0.2%
Fire2Wire	1	0.1%
GeoLinks	1	0.1%
Earthlink	0	0.0%
CalDSL	0	0.0%
Rocky Ridge Wireless	0	0.0%
ViaSat	0	0.0%
	918	

Current Providers. Xfinity (Comcast), AT&T and Conifer Communications were the dominant service providers, followed by Sierra Nevada Communications, HughesNet, Sierra Telephone Company and Cal.net.

This list provides an excellent starting point for outreach to the service providers for a potential public-private partnership initiative.

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Perception of Service. 308 of the 953 (32.3%) responded that the current Internet performance does not meet their needs. 29.3% stated it sometimes meets their needs and 25% indicated that it mostly met their needs. Only 13.4% stated the Internet performance meets their current needs.

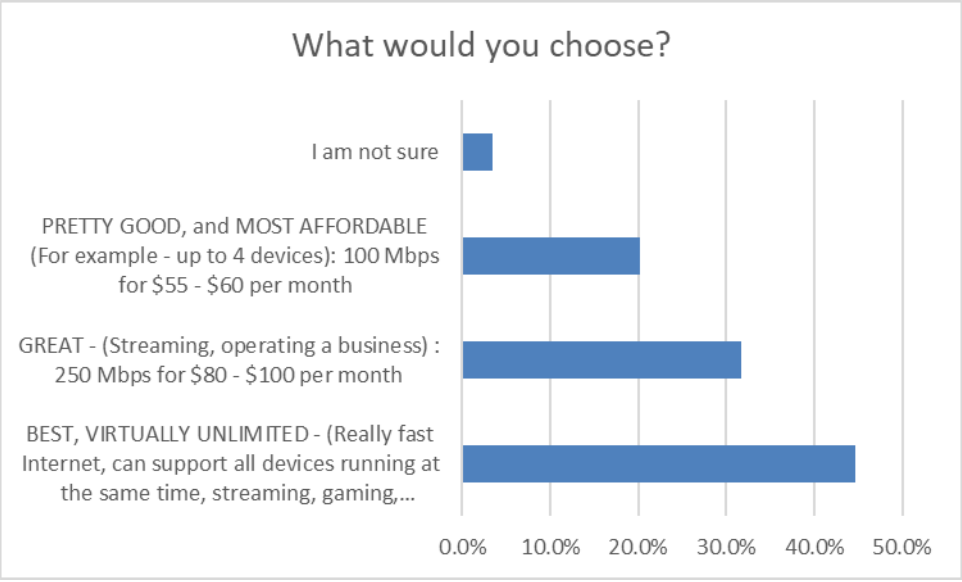
Does your internet performance meet your needs?		
Yes	13.4%	128
No	32.3%	308
Sometimes	29.3%	279
Mostly	25.0%	238
	Total	953

Devices. Internet connected streaming TV devices, game consoles, smart TVs, DVRs, smart phones and more are all placing ever-increasing demands on bandwidth needs. Most homes have least one of the following devices and many homes have more than one of each of the following devices.

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	None	1	2	3	more than 3	Total
Tablet	11.24% 19	43.20% 73	25.44% 43	11.24% 19	8.88% 15	169
Desktop computer	34.57% 56	48.77% 79	11.73% 19	3.09% 5	1.85% 3	162
Laptop computer	9.77% 17	41.95% 73	28.74% 50	10.34% 18	9.20% 16	174
Smart phone	4.00% 7	20.00% 35	46.86% 82	16.00% 28	13.14% 23	175
Smart TV	46.15% 72	33.97% 53	12.82% 20	3.21% 5	3.85% 6	156
DVD/DVR or Blue Ray Player	13.25% 22	55.42% 92	19.88% 33	7.83% 13	3.61% 6	166
Game Console	47.37% 72	34.21% 52	10.53% 16	4.61% 7	3.29% 5	152
Streaming TV (Apple TV, Google Chromecast, Amazon Fire, etc.)	51.85% 84	27.78% 45	11.11% 18	5.56% 9	3.70% 6	162

Desired Level of Service. When asked if the respondents could subscribe to much faster speeds, which would they be more likely to choose, 44.6% stated they would choose the Best, Virtually Unlimited (1 Gig) service for $100-150/month; 31.7% would choose 250 Mbps for $80-$100/month followed by 20.3% choosing $100 Mbps for $55-60 per month.



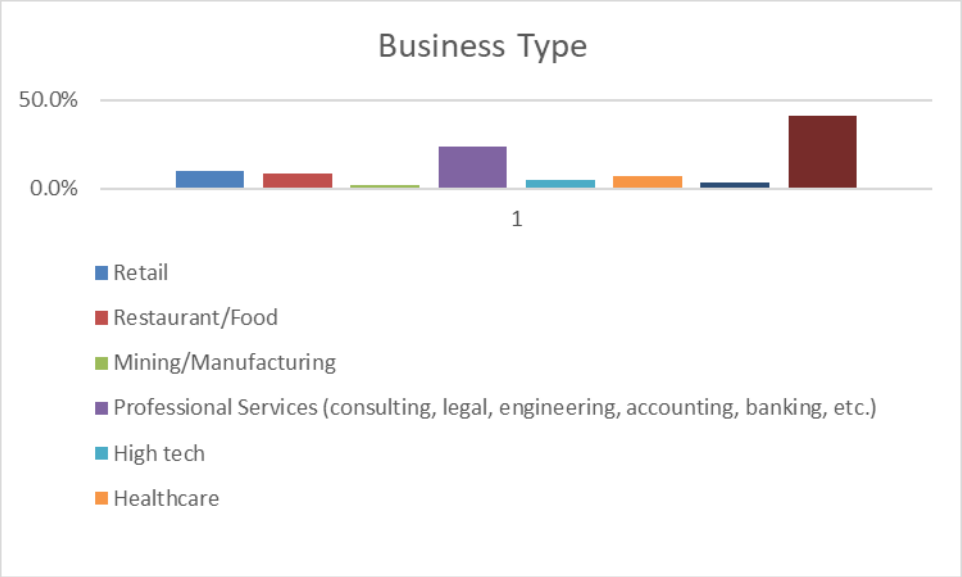
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Business Survey Results Detail

Business type. 23.7% of the respondents participate in Professional services, while an additional 40.7% fall under the "Other" category, which includes Agriculture, Aviation, Boarding Kennel, Church, Generating Electricity, Government, Hospitality, Hotel, Media, Mining, Motel, Nonprofit, Tourism/Marketing and Wholesale.

In fact, 31 responses out of the entire 976 responses indicated they have a full-fledged farm or sell agricultural products in excess of $1,000 per year. Farming parcels that lack broadband service are often singled out in grant applications administered through the USDA.

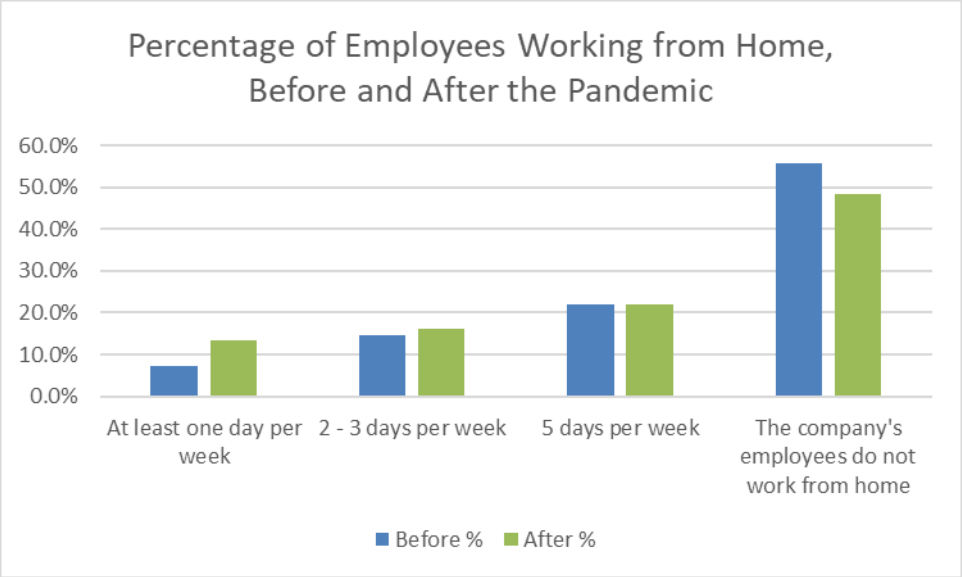
Type of Business		
Retail	10.2%	6
Restaurant/Food	8.5%	5
Mining/Manufacturing	1.7%	1
Professional Services (consulting, legal, engineering, accounting, banking, etc.)	23.7%	14
High tech	5.1%	3
Healthcare	6.8%	4
Education	3.4%	2
Other	40.7%	24
Total		59



Teleworking and the Pandemic. Of the 68 businesses that responded, 44% had employees that work from home at least one day in a typical work week before the pandemic. This jumped to 51.5% after the pandemic.

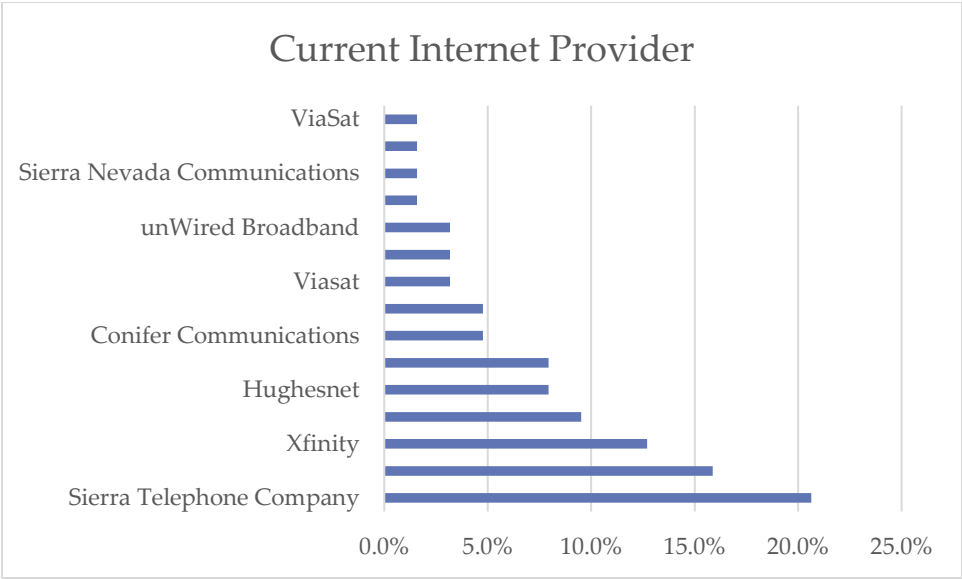
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Before the pandemic, did you have employees that work from home, and if so, how often did they work from home?	Before %	After %	Before	After
At least one day per week	7.4%	13.2%	5	9
2 - 3 days per week	14.7%	16.2%	10	11
5 days per week	22.1%	22.1%	15	15
The company's employees do not work from home	55.9%	48.5%	38	33
Total			68	68



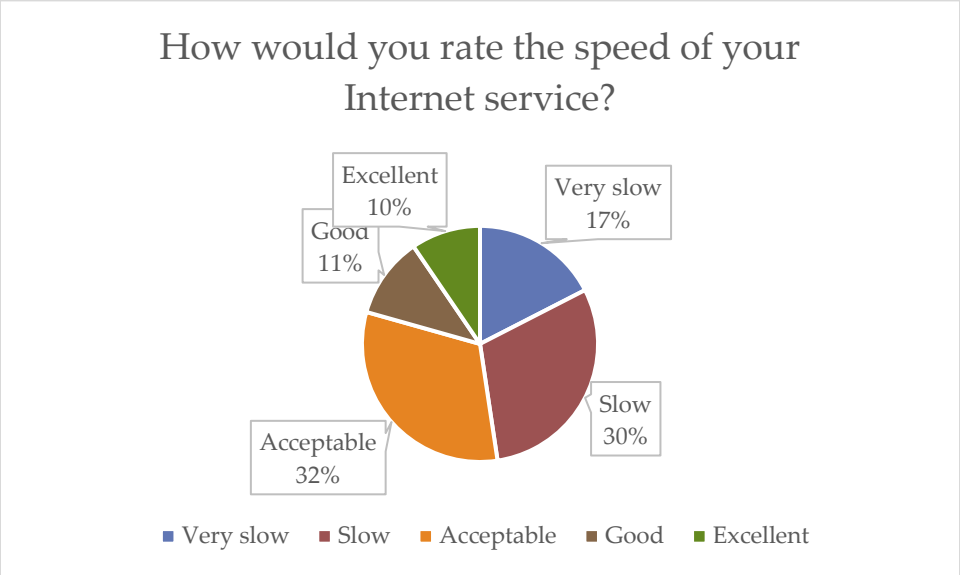
Current Service

There were a wide-range of Internet Service Providers that were used by the businesses who completed the survey. Over 20% of the businesses use Sierra Telephone Company, followed by Xfinity (Comcast) and HughesNet.



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Perception of Speed. Only 21% of surveyed businesses rate their Internet as "excellent" or "good." 47% see their speed as "slow" or "very slow."

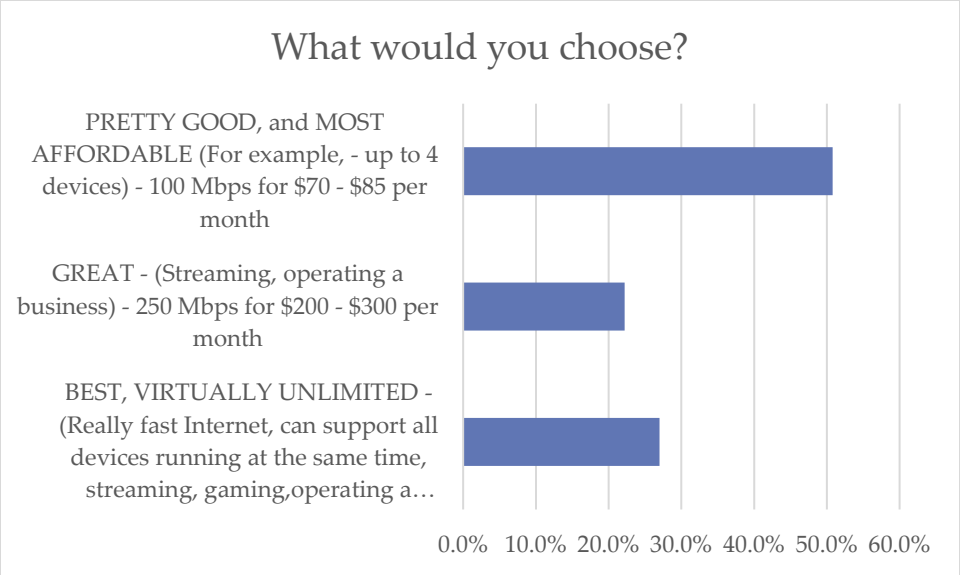


Expected Level of Service

Contrary to the residential survey results where residents would choose the fastest product available, businesses were more prone to choose the most affordable Internet service rather than the fastest and higher priced service offering. 50.8% would choose the 100 Mbps service for $70 - $85 per month, followed by 27% choosing the Gigabit services for $300 - $450 per months, and 22.2% choosing the 250 Mbps service at $200 - $300 per month.

If you could subscribe to much faster speeds, which would you be more likely to choose?		
BEST, VIRTUALLY UNLIMITED - (Really fast Internet, can support all devices running at the same time, streaming, gaming,operating a business): 1,000 Mbps or 1 Gigabit for $300 - $450 per month	27.0%	17
GREAT - (Streaming, operating a business) - 250 Mbps for $200 - $300 per month	22.2%	14
PRETTY GOOD, and MOST AFFORDABLE (For example, - up to 4 devices) - 100 Mbps for $70 - $85 per month	50.8%	32
	Total	63

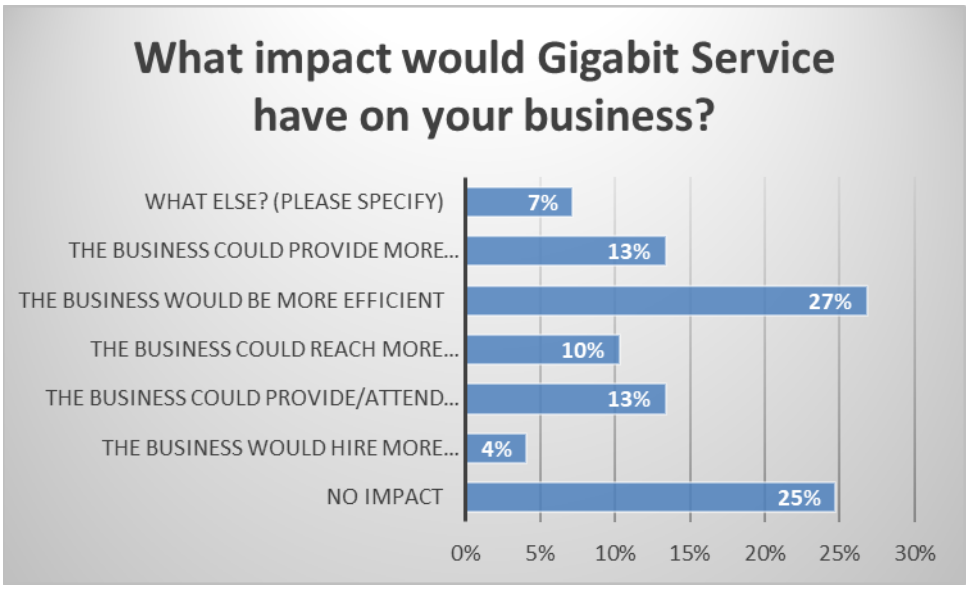
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As it is difficult to understand how fast the Internet should be, most stated they did not know how fast the Internet should be, but that it should be MUCH faster. Correlating closely with the residential survey data, respondents wanted faster service than what they have today.

How would the Business Benefit with Faster Internet?

The strongest benefits regarding faster Internet were that businesses would be more efficient, they would collaborate with customers and partners, they would provide and attend more webinars and online training and they would provide more products and services to their customers.



25% of the businesses indicated there would be no impact to their business with Gigabit Services.

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What is Important?

When asked to rate the most critical components of Internet service, overwhelmingly, businesses are looking for reliability (70% indicated it was of the most importance), followed by affordability and then speed.

Businesses Relationship to the Internet

There were several questions posed to respondents regarding how strongly they agree with various statements regarding their business's relationship to the Internet. The questions included the following and resulted in the following order of importance.

- Our business operations are heavily tied to the Internet.
- Our demands on Internet bandwidth and speed are consistently increasing.
- We rely on the Internet to drive leads and revenues.
- The Internet is important to my business, mostly for "basics" like email, research, etc.
- We currently sell our products and services online.
- The current Internet speed available will eventually prevent us from our growth potential.
- The current Internet speed available is holding back out growth potential today.
- If Internet service doesn't improve, we may have to move all or part of our operations to another community.

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Appendix 3, Glossary, Helpful Broadband Basics

Broadband Technologies

Below is a brief description of the various technologies used in broadband deployment:

DSL (Digital Subscriber Line) uses existing copper phone lines to deliver download and upload broadband speeds typically of 1.5 Mbps to 7 Mbps. DSL speeds diminishes as distance increases from the telephone company's central office. Homes or businesses located more than three miles from the central office will not receive as fast of speeds. There have been many improvements to DSL technologies to improve the speed available. In general, most forms of DSL service improvements support up to 10 Mbps. VDSL (Very High Bit Rate Digital Subscriber Line) can support up to 30 Mbps, but most Internet service providers do not support this type of service, including providers in the region.

Cable modem service uses coaxial cables already installed by the cable TV operators to provide broadband service. Most cable networks support speeds comparable to DSL. Cable operators are upgrading their cable networks by installing fiber optic cable closer to neighborhoods. These network improvements allow cable modem service to be able to support up to 30 Mbps. This connection type is a shared service, meaning, as more people are on the network within a neighborhood, the speed available to each customer diminishes.

Fiber optic technology converts electrical signals carrying data to light and sends the light through glass fibers about the diameter of a human hair. Fiber transmits data at speeds far exceeding current DSL or cable modem speeds, typically by tens or even hundreds of Mbps. Fiber is the best way to provide abundant broadband, but it often is the most capital-intensive to build. As fiber optic technology transmit pulses of light, more bandwidth can be delivered on a fiber optic network by adding various colors of light or additional spectrum. Fiber is unique because it can carry high bandwidth signals over long distances without signal or bandwidth degradation and it can provide that capacity in both directions – for both upload and downloading information.

Wireless broadband connects a home or business to the Internet using a radio link between the customer's location and the service provider's facility. Wireless technologies using longer-range directional equipment provide broadband service in remote or sparsely populated areas where DSL or cable modem service would be costly to provide or fiber network installations may be too capital intensive.

Wireless broadband can be mobile or fixed. Wireless speeds are generally comparable to DSL and cable modem. Wireless services can be offered using both licensed spectrum and unlicensed devices. Wi-Fi networks typically use unlicensed spectrum. Wi-Fi networks use wireless technology from a fixed point and often require direct line-of-sight between the wireless transmitter and receiver. Wi-Fi networks can be designed for private access within a home or business, or be used for public Internet access at "hot spots" such as restaurants, coffee shops, hotels, airports, convention centers, and city parks. Using licensed spectrum, greater amounts of bandwidth can be delivered and often do not require direct line-of-sight.

In some communities, especially sparse, geographically diverse rural communities, small providers build out a wireless solution since wireless infrastructure is not as capital-intensive as building out a fiber optic infrastructure. While wireless technology does have its limitations, needing to be designed to get around

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"line of sight' requirements as well as to support "shared" bandwidth on the network, smart engineering can deliver good connectivity.

Cellular 4G and LTE. Cellular service is often referred to as wireless service and it can be confused with Wi-Fi. Cellular and Wi-Fi are both wireless systems, meaning both use radio frequencies to transmit and receive data. But Wi-Fi has a radio transmitter and receiver that operates only at a range of 200 feet or so. The range of cellular is measured in miles. Wi-Fi's transmitter and receiver is called an access point. It is mounted in the corner of a room, or on a lamp post, or in a hotel lobby. A cellular transmitter and receiver are called a cell site, or a base station and can transmit for miles.

"4G" refers to the fourth and latest generation technology for data transmission over a cellular network. It can support greater data speeds than most public Wi-Fi networks and is used primarily when a customer is out of the range of a Wi-Fi network. LTE, which stands for "Long Term Evolution," is the fastest, most consistent variety of 4G.

To date, the cellular companies have charged for data usage either by the amount of data used or with a flat fee for unlimited data use.

Wireless Local Area Networks (WLANs) provide wireless broadband access over shorter distances and are often used to extend the reach of a "last-mile" wireline or fixed wireless broadband connection within a home, building, or campus environment. An in-home Wi-Fi network is a WLAN – it does not use spectrum, rather it sends radio waves at a limited range. Mobile wireless broadband services are also becoming available from mobile telephone service providers. These services are generally appropriate for highly-mobile customers and require a special wireless card with a built-in antenna that plugs into a user's laptop computer. Generally, they provide lower speeds, in the range of several hundred Kbps.

Satellite broadband is another form of wireless broadband, and is also useful for serving remote or sparsely populated areas. Typically, a consumer can expect to receive (download) at a speed of about 500 Kbps and send (upload) at a speed of about 80 Kbps. These speeds are slower than DSL and cable modem, but they are about 10 times faster than the download speed with dial-up Internet access. Service can be disrupted in extreme weather conditions and are typically oversubscribed.

As mentioned above, the "gold standard" in solving the last mile connectivity is in building more fiber out to homes and businesses. This methodology is currently the only reliable way of providing Gigabit or 1,000 Mbps of broadband services to end users. There have been dramatic improvements in wireless technologies and although we are now seeing the ability for wireless to support Gigabit speeds, the wireless access points need to be fed with fiber and have a Gigabit reach of less than 500 feet. Gigabit players, Google Fiber and AT&T have announced plans to trial Gigabit wireless services in select markets in the U.S. for serving homes and businesses, but are not yet commercially available. Siklu is a company that is currently providing wireless equipment that supports Gigabit capacity; again, wireless access points need to be fed with fiber.

Definitions

"Bandwidth" is the capacity of a telecom line to carry signals. The necessary bandwidth is the amount of spectrum required to transmit the signal without distortion or loss of information.

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"Broadband" is a descriptive term for evolving digital technologies that provide consumers a signal switched facility offering integrated access to voice, high-speed data service, video-demand services, and interactive delivery services.
"Exclusive Access" refers to the situation where a single retail service provider (who may or may not be the network operator) has exclusive use of the FTTH/FTTB or FTTP network.
"Dark Fiber" is optical fiber infrastructure that is currently in place but is not being used. Optical fiber conveys information in the form of light pulses so the "dark" means no light pulses are being sent. To the extent that these installations are unused, they are described as dark. **"Lit"** services have equipment on both ends of the fiber and therefore is transmitting data; i.e. light pulses are being sent.
"FTTH, FTTB or FTTP" Fiber to the Home, Fiber to the Business or Fiber to the Premise, in other words, bring fiber optic cable all the way to the home, business or premise.
"Megabyte (MB)" a measure of amount of information used, for example, to quantify computer memory or storage capacity. There are (8) Megabits in a single Megabyte.
"Megabits Per Second (Mbps)" is an abbreviation for megabits per second. It refers to data transfer speeds as measured in megabits.
"Open Access (Packet)" refers to the situation where multiple retail service providers may use the FTTH Network on an equable base by connecting at a packet layer interface and compete to offer their services to end users.
"Open Access (Wavelength)" refers to the situation where multiple retail or wholesale service providers may use the FTTH Network on an equable base by connecting at a wavelength layer interface and compete to offer their services.
"Open Access (Fiber)" refers to the situation where multiple retail or wholesale service providers may use the infrastructure by connecting at a physical layer ("dark" fiber) interface and compete to offer their services.
"Open Access (Duct)" refers to the situation where multiple retail or wholesale service providers may share the use of infrastructure covering a substantial region by drawing or blowing their fiber cables through the shared ducts, and compete to offer their services.
"Indefeasible right of use (IRU)" is a contractual agreement between the operators of a communications cable, such as submarine communications cable or a fiber optic network and a client.
The IRU: shall mean the exclusive, unrestricted, and indefeasible right to use the relevant capacity (including equipment, fibers or capacity) for any legal purpose. It refers to the bandwidth purchased after the submarine cable system has sealed the Construction and Maintenance Agreement (C&MA) among the owners or after the system came into service and where the un-owned capacity is available. IRU may also be purchased from the existing owner. The right of use is indefeasible, so as the capacity purchased is also un-returnable and maintenance cost incurred becomes payable and irrefusable. "IRU user" can unconditionally and exclusively uses the relevant capacity of the "IRU grantor's" fiber network for the specified time period. In some cases with an IRU, there are often restrictions imposed on the lessee by the lessor to not resell the fiber strands to other users.
"Internet/Data" refers to use of the Public Internet for exchanging email, web- browsing, etc.
"Shadow Conduit" placing another conduit within an open trench while work is being done in the right of way.
"Voice" refers to the exchange of human bi-directional, real time, full-duplex conversations (phone service)
"Video" refers to the exchange of visual material by use of **"IP" (IPTV), "RF"** (carried via a separate optical wavelength, overlay video) or **"Other"** encoding and transport protocols. (This category does not include Video carried over the Public Internet.)
"Quality of Service (QoS)" In the field of computer networking and other packet-switched telecommunication networks, the traffic engineering term quality of service (QoS) refers to resource

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reservation control mechanisms rather than the achieved service quality. Quality of service is the ability to provide different priority to different applications, users, or data flows, or to guarantee a certain level of performance to a data flow. For example, a required bit rate, delay, jitter, packet dropping probability and/or bit error rate may be guaranteed. Quality of service guarantees are important if the network capacity is insufficient, especially for real-time streaming multimedia applications such as voice over IP, online games and IPTV, since these often require fixed bit rate and are delay sensitive, and in networks where the capacity is a limited resource, for example in cellular data communication.

"Universal Service" The financial mechanism that helps compensate telephone companies or other communications entities for providing access to telecommunications services at reasonable and affordable rates throughout the country, including rural, insular and high costs areas, and to public institutions. Companies, not consumers, are required by law to contribute to this fund. The law does not prohibit companies from passing this charge on to customers. The Universal Service Fund, which is administered through the FCC is currently being revised. In the past, the Universal Service Fund was used to help build out telecommunications phone service to rural or underserved areas. The Universal Service Fund may be used to help build out Internet access to underserved or unserved areas.

"Common Carrier" The term used to describe a telephone company. It is a telecommunications company that is available for hire on a nondiscriminatory basis to provide communication transmission services, such as telephone and telegraph, to the public.

"Internet Service Provider (ISP)" A company that provides access to the Internet. For a monthly fee, the service provider gives you a software package, username, password and access phone number. Equipped with a modem, you can then log on to the Internet and browse the World Wide Web and USENET, and send and receive email.

"Service Provider" A telecommunications provider that provides internet, voice, data or video services.

"Transport Networks" Transport networks are defined as network infrastructure that provides connectivity and bandwidth for customer services. They are characterized by their ability to support server layer provisioning and traffic engineering for client layer services, such that resource guarantees may be provided to their customers.

Benefits and Disadvantages of Aerial vs. Underground Construction of Fiber

Aerial deployments are normally faster and less expensive to deploy than underground-constructed networks. The ground may be undulating, rocky or both, making burying cable more difficult.

Here are the advantages and disadvantages of aerial and underground construction.

Advantages of Aerial/Overhead Utilities

- **Service Restoration** – Overhead or aerial fiber optic cable faults can be located easier and more quickly, resulting in reduced outage times. Underground fiber requires special equipment such as fault indicators and cable thumpers to locate and isolate cable cuts and cable faults. Once located, a splice pit must be opened to expose the damaged cable before repairs can be made. Underground utilities are more difficult to inspect, diagnose and repair increasing outage times.
- **Excavation** – There is no threat of damage to overhead utilities from excavators except at poles and guy wires.
- **Streetlights** – Streetlights can be easily installed on poles and maintained at a lower cost.

- Operating Temperatures – Overhead conductors can operate at a much higher temperature than underground conductors. Excessive heat in underground conductors may result in more cable failures.
- Subsurface Terrain Construction – Overhead utilities are not as adversely affected by terrain, rocks, water and existing sub-surface utilities.
- Capital Costs - Aerial or overhead utilities require less materials and labor to install resulting in lower construction costs as compared to underground utilities.

Disadvantages of Overhead Utilities

- Storms – Overhead utilities are more susceptible to outages associated with storms, lightning, wind and ice.
- Wildfires – Wildfire risk poses a challenge to aerial implementation of fiber. In fact, PG&E is in the process of burying much of their aerial electric lines to mitigate the risk of wildfire.
- Wildlife – Overhead lines are exposed to wildlife
- Vehicular Contact – The risk of motor vehicle contact with poles and guy wires is greater.
- Hazards – Contact with overhead lines from people and equipment is more likely with overhead utilities than underground facilities. Guy wires can be a danger to the public especially if there are no guy guards.

Advantages of Underground Utilities

- Joint-Use and Joint Builds – Underground utilities can utilize a joint-use trench or a joint-build to reduce the overall construction costs of a project. Construction costs can be shared by a number of utilities or entities, resulting in lower construction costs
- Increased Public Safety – Downed utility lines represent a hazard to the public. Often these downed lines are still energized with very high voltages and can cause harm to citizens and potential fires, as seen in California within the past two years.
- Aesthetics – A primary reason to bury overhead utilities is the aesthetic benefit received with more attractive streetscapes.
- Tree Trimming – Underground utilities do not require regular tree trimming/bush clearing.
- UV Exposure – Underground utilities are not exposed to the elements of animals or UV degradation.
- Vandalism – Burying utilities reduces vulnerability to vandalism. Interference – Burying utilities will reduce interference of vandalism to fiber optic cables.
- Maintenance Costs – Maintenance costs are lower for underground fiber utilities.

Disadvantages of Underground Utilities

- Costs – Underground utilities have higher installation and construction costs.
- Excavation – Disruption in service can occur as private property or lawns are excavated, or when a new real estate development is established.
- Cable Failures/Repair Costs – It is more difficult and time consuming to repair subsurface utilities as special equipment is needed to locate the fault or cable break.

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Appendix 4: The Economic Impact of Investing in Broadband Infrastructure

Research is fairly conclusive that communities and local governments that invest in accessible broadband infrastructures reap the economic benefits of doing so; the reverse is also true with ample research proving that communities lacking broadband remain behind the curve in innovation and growth.

Broadband Investment and the Economy. Four types of effects are demonstrated to occur with broadband installation, according to research conducted by the Colombia Institute for Tele-Information (CITI) at Columbia University. Deploying broadband networks create jobs and impacts the economy by means of multipliers; it facilitates the adoption of more efficient business processes (e.g., marketing, inventory optimization, and streamlining of supply chains). Broadband investment also accelerates innovation by introducing new consumer applications and services (e.g., new forms of commerce and financial intermediation). Broadband deployment leads to a more efficient functional deployment of enterprises by maximizing their reach to labor pools, access to raw materials and to consumers.

Spill-over externalities that result from the deployment impact both enterprises and consumers. The adoption of broadband within firms themselves leads to a multifactor productivity gain, which in turn contributes to growth of GDP. Residential adoption drives an increase in household real income as a function of a multiplier.

In addition to examples described above, there have been several studies that point to the impact broadband has on the economy. One study conducted by the Federal Reserve Bank of Richmond (Richmond Study) points to the significant economic benefits to communities and counties of investing in broadband infrastructure. "Increasing access and usage of broadband infrastructure in rural areas (and the amenities, digital skills, online education, and job search opportunities that come with it) lead to higher property values, increased job and population growth, higher rates of new business formation, and lower unemployment rates," according to the study. The World Bank's research estimates a 1.2% increase in real per capita GDP growth with a 10% increase in broadband penetration rates.

A greater measurement of success will be potential increase in internet related services (tele-health, distance learning, telecommuting, etc.), with an ultimate, measurable outcome of reduced unemployment rates within the region. During the pandemic, people who lacked sufficient broadband service were not able to attend classes, conduct medical appointment or work from home. Trends are showing that even after the pandemic's risks are lessoned, people will continue to work from home and are moving to "Zoom towns" to do so.

Telecommuting and Climate. Broadband investment has a direct correlation with allowing people to telecommute, work from home, attend classes remotely and to conduct healthcare consults from home. These all reduce traffic and time to commute which has a direct impact on climate. Investing in broadband also stimulates productivity in all industries, healthcare and in education, providing a foundation to execute economic development strategies. Having access to abundant broadband is our future's "great equalizer," allowing all socio-economic strata to have access to better education, healthcare, entertainment, government services and work-force development and training.

Increased Home Values. Studies conducted by the Fiber Broadband Association show an increase in home values for homes that have a fiber connection by a minimum of 3%. According to this study, having

Attachment: Central Sierra Broadband Roadmap, 04-2022 (12852 : Receive a Presentation from Diane Kruse, NeoConnect, Regarding Regional

access to fiber and Gigabit service increases home values up to 7%. Increased home values have a direct impact on property taxes for the County. Additionally, having access to abundant broadband infrastructure has shown to greatly impact all sectors of the economy – including providing economic development opportunities to attract workers who can live anywhere and choose to live in areas such as the Central Sierra region. Advanced broadband networks and communities that have invested in fiber have attracted businesses to relocate to their communities. Examples of these include Kansas City's economic boom and attraction of lone eagles who work from home after Google Fiber invested in Fiber to the Premise technology. The City of Longmont in Colorado invested in their own Fiber to the Premise network and their economy greatly improved. Longmont's economy in the past ten years has grown faster than its neighbor tech-city Boulder, due greater in part, to Longmont's investment in broadband infrastructure.

Direct outcomes for regional residents would include increases in availability of broadband services, and increased quality of those services in terms of both reliability and capacity. Residents should expect to have more service providers to choose from, and will see greater affordability as there is more competition. In terms of enhanced livability, the impact will be dramatic for those rural residents that have little or no internet service. The availability of these connections will enable access to employment search resources, education and certification resources, and a level of broadband that is adequate for many types of work-from-home opportunities. Although, many users will not experience an immediate economic impact, ultimately economic growth in the region will be greatly enhanced.

Broadband investment can also improve health, wellness and provide other social benefits. Having access to healthcare providers via telehealth applications improves access to healthcare without needing to drive to the nearest healthcare facility. Many medical devices have an internet connection to transmit health statistics to providers, further facilitating remote monitoring capabilities. Citizens who have access to online social networks, and educational opportunities receive direct benefits for connection and learning opportunities. A cost-benefit analysis of rural broadband installation in Indiana noted three to four-fold returns on investment, not including state and local governments' cost savings on medical expenditures and additional tax revenues from increased incomes.

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NEO CONNECT

Central Sierra Regional Broadband Roadmap, Recommendations and Findings Mariposa County

April 2022

Diane Kruse, NEO Connect

Agenda

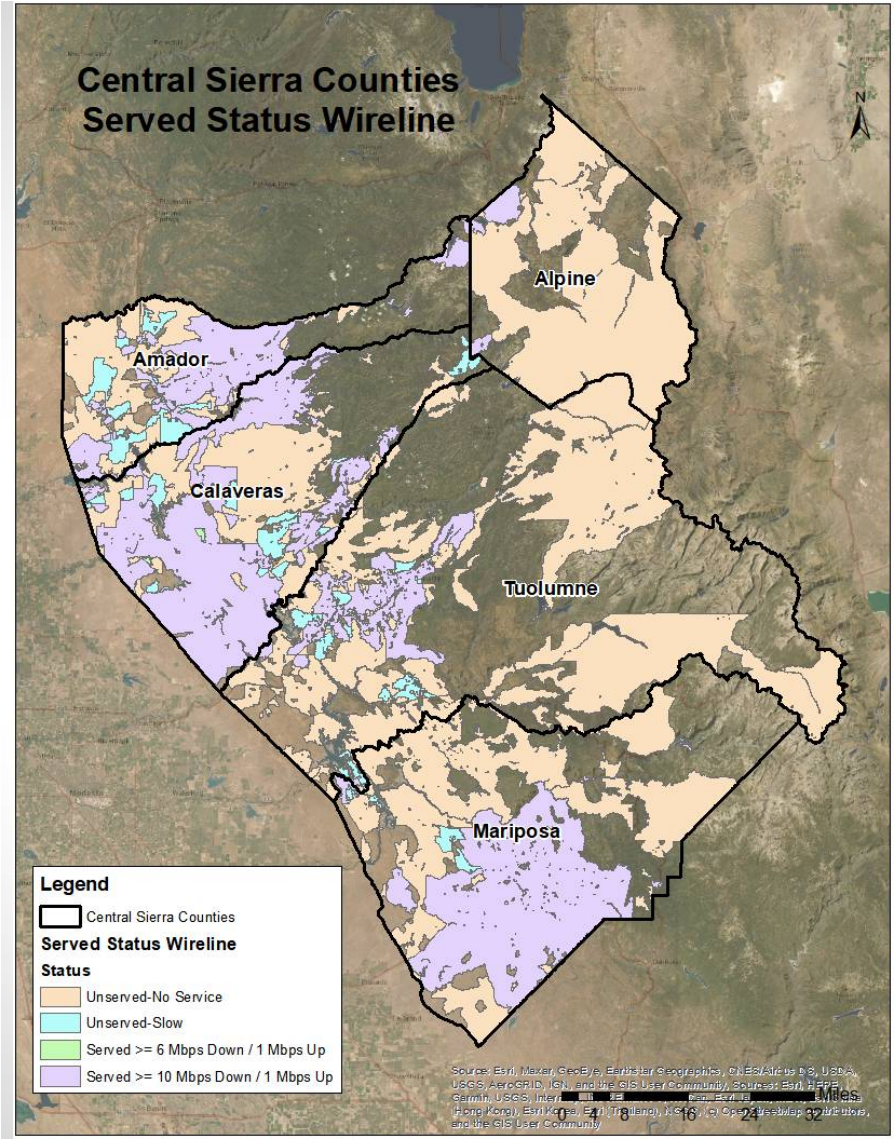
- Introduction
- Current Broadband Landscape in Central Sierra Region
- Middle Mile Investment, Carrier Neutral Locations
- Last Mile Investment
- Aligning Needs with Funding

Current Broadband Landscape

Central Sierra Region Alpine, Amador, Calaveras, Mariposa and Tuolumne Counties							
County	# of Parcels with Buildings	# of Parcel with Less than 10/1 Mbps	Unserved, Less than 10/1 Mbps	Served with 25/3 Mbps	Served with 100/20 Mbps	Served with Gig 1000/1000 Mbps	Areas Eligible for 100/20 Mbps Standard, Grants
Alpine	1,297	660	51%	49%	9%	0%	91%
Amador	16,303	2000	12%	88%	42%	0%	58%
Calaveras	38,317	6946	18%	82%	73%	0%	27%
Mariposa	10,908	3871	35%	65%	3%	0%	97%
Tuolumne	22,006	7954	36%	64%	64%	64%	36%

Parcel data includes residential, industrial and commercial properties that have a building constructed.

Most of the parcels located within Mariposa County are either unserved (35% with less than 10/1 Mbps), or underserved (65% with 25/3 Mbps + 3% with 100/20 Mbps) and therefore; 97 - 100% of the parcels are eligible to receive funding for most of the grant programs available to improve broadband service.



Current Broadband Landscape

Study focuses on priority areas with less than 10/1 Mbps - Unserved with an eye toward aligning with 100/20 Mbps Underserved areas to be included in potential grant applications.

Residential Survey Results

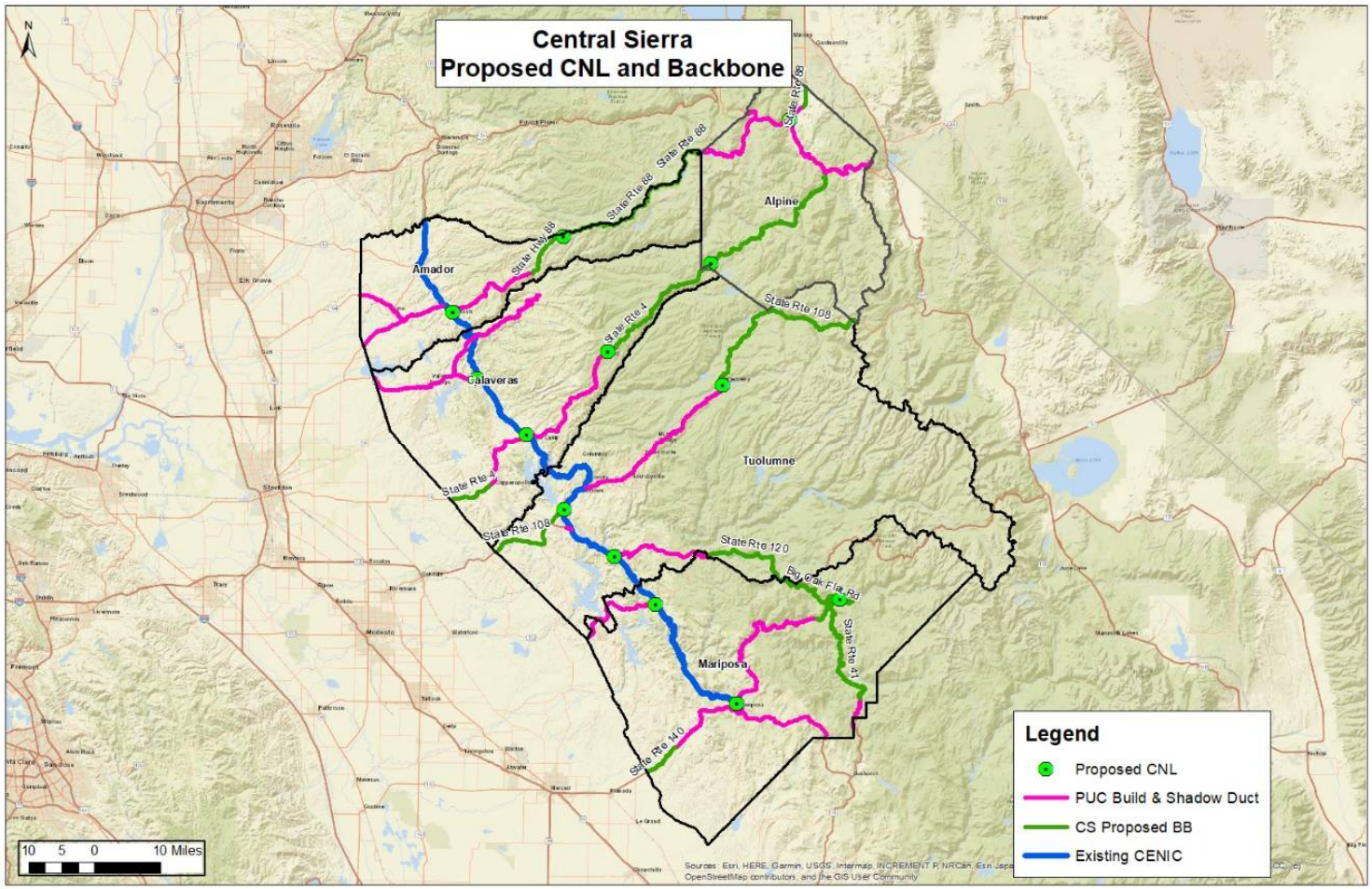
- Reliability is the most important factor for users, followed by speed and then price.
- 35.6% of the respondents either have a home-based business (20.3%) or are planning to start a home-based business (15.3%).
- 26.6% of the survey's respondents have school-aged children at home.
- Central Sierra respondents reported 66.7% of households had at least one person who worked from home during the pandemic. 76% stated the current Internet service hurt their ability to work from home in a big way (18%) or somewhat (58%).
- If offered to work from home after the pandemic, 43.8% stated they would choose to work from home, but would not be able to do everything at home because their Internet is not fast enough and 16.6% said they would not work from home because they were not be able to work from home because the current Internet speed is not fast enough.
- Only 13% stated their Internet speed was "fast." Most of the respondents stated their Internet speed was slow (44%) or moderate (43%).
- Only 13.4% stated the Internet performance meets their current needs.
- When asked if the respondents could subscribe to much faster speeds, which would they be more likely to choose:
  - 44.6% stated they would choose the Best, Virtually Unlimited (1 Gig) service for $100-150/month;
  - 31.7% would choose 250 Mbps for $80-$100/month followed by
  - 20.3% choosing $100 Mbps for $55-60 per month.

State's $6 Billion Investment (AB/SB 156)

- $3.25 billion to build, operate and maintain an open access, state-owned middle mile network – high-capacity fiber lines that carry large amounts of data at higher speeds over longer distances between local networks.
- $2 billion to set up last-mile broadband connections that will connect homes and businesses with local networks. The legislation expedites project deployment and enables Tribes and local governments to access this funding.
- $750 million for a loan loss reserve fund to bolster the ability of local governments and nonprofits to secure financing for broadband infrastructure.
- Creation of a broadband czar position at the California Department of Technology, and a broadband advisory committee with representatives from across state government and members appointed by the Legislature.

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Middle Mile Investment



Middle Mile Investment

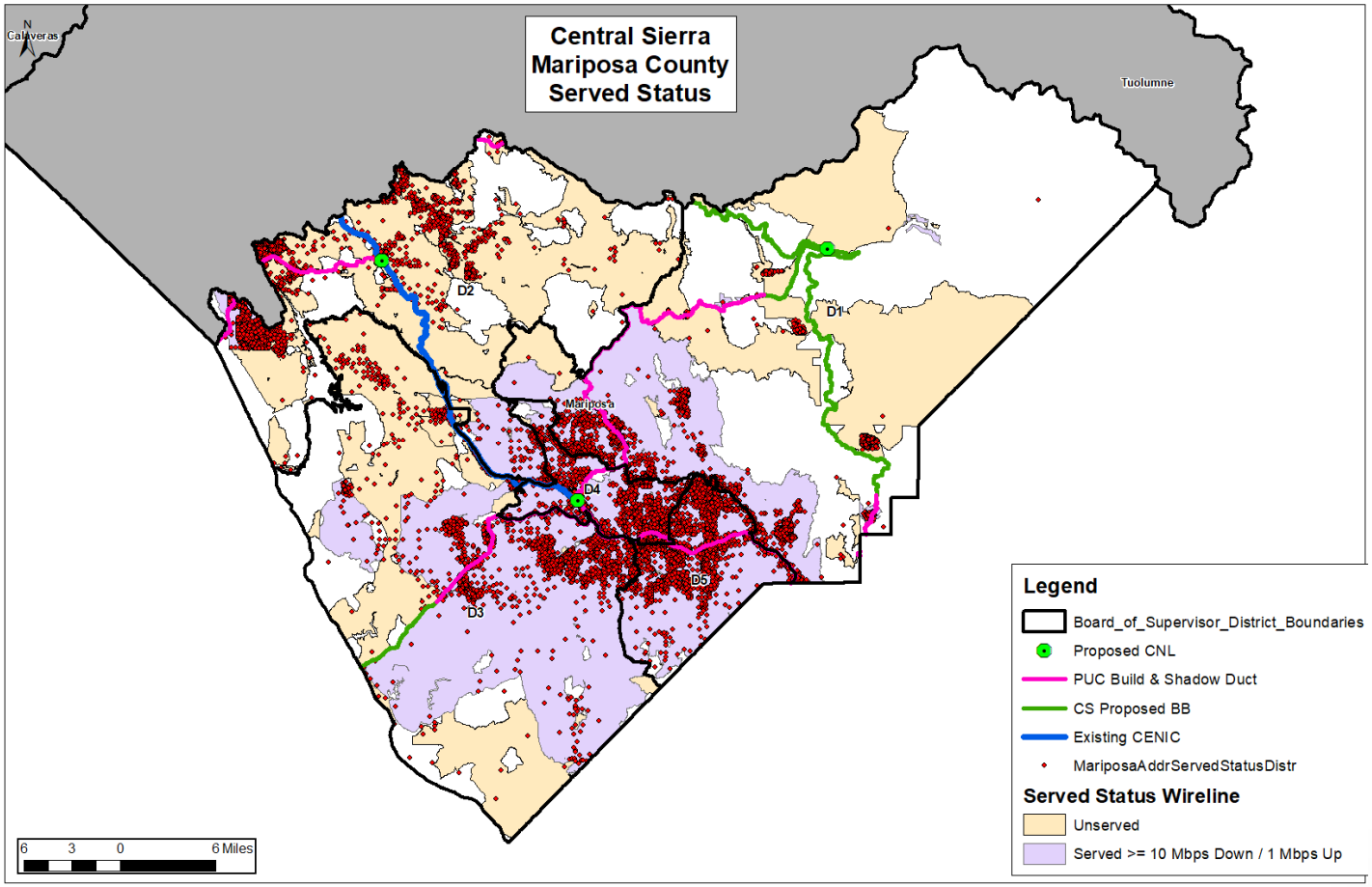
State of California Proposed Middle Mile Fiber Builds					
	Amador	Calaveras	Alpine	Tuolumne	Mariposa
CPUC Build	$ 4,196,271	$ 8,310,561	$ 5,039,532	$ 5,739,998	$ 8,687,286
CPUC Shadow Conduit	$ 1,051,132	$ 2,057,620	$ 1,260,485	$ 1,432,245	$ 2,156,428

Proposed Middle Mile Fiber Builds, Expansion					
	Amador	Calaveras	Alpine	Tuolumne	Mariposa
Proposed Middle Mile Fiber Builds, Expansion	$ 14,095,362	$ 10,527,900	$ 12,597,678	$ 29,376,599	$ 20,181,227

Review Bill of Materials

Attachment: Central Sierra Broadband Roadmap, Recommendations for Mariposa County, 04-2022 (12852

Last Mile Investment, Mariposa County



Last Mile Estimates

- Underground Construction
- Worst-case estimates
- Construction costs reflect current per unit prices
- Rock adder, undulating and rocky terrain driving up the costs
- Edge-out strategy positioning with Service Providers (in addition to Unserved, providing estimates for Underserved/Served
  - Household densities of greater than 30 Households/Mile
  - Targeted Household Passed Costs of $2,000 - $3,000

		Mariposa Unserved District 1	Mariposa Served District 1	Mariposa Unserved District 2	Mariposa Served District 2	Mariposa Unserved District 3	Mariposa Served District 3	Mariposa Unserved District 4	Mariposa Served District 4	Mariposa Unserved District 5	Mariposa Served District 5
Major Assumptions											
# Parcels/Passings		894	1681	2540	463	357	1546	60	1613	20	1734
Total Plant Miles		154.89	291.25	427.77	77.97	73.96	320.29	2.82	75.79	1.26	109.30
# Poles		0	0	0	0	0	0	0	0	0	0
Est. Aerial Miles		0	0	0	0	0	0	0	0	0	0
Est. UG Miles		154.89	291.25	427.77	77.97	73.96	320.29	2.82	75.79	1.26	109.3
Aerial %		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
UG %		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Density HH/Mile		5.77	5.77	5.94	5.94	4.83	4.83	21.28	21.28	15.87	15.86
Take Rate		45%	45%	45%	45%	45%	45%	45%	45%	45%	45%
Make Ready Cost per mile (all in labor only)		$ -	0	0	0	$ -	0	0	0	0	0
ADSS or Strand/Lash		Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash
Missile Bore/Open Trench %		0%	0	0	0	0%	0	0	0	0	0
Directional Bore %		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Plow %		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
LD Downtown %		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
HD Downtown %		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Rock Adder %		25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
Cut/Restore %		2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Make Ready Construction		yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
OLT Equipment		yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
ONT Equipment		yes	yes	yes	yes	yes	yes	yes	yes	yes	yes

Capital Cost Estimates, Fiber to the Premise, GPON Architecture											
		Mariposa Unserved District 1	Mariposa Served District 1	Mariposa Unserved District 2	Mariposa Served District 2	Mariposa Unserved District 3	Mariposa Served District 3	Mariposa Unserved District 4	Mariposa Served District 4	Mariposa Unserved District 5	Mariposa Served District 5
Overall	Project Cost	$48,133,349	$ 90,465,455	$ 132,900,937	$24,266,791	$ 22,950,524	$99,178,784	$ 986,917	$24,721,019	$ 477,467	$35,066,358
	Cost per HHP	$ 53,840	$ 53,816	$ 52,323	$ 52,412	$ 64,287	$ 64,152	$ 16,449	$ 15,326	$ 23,873	$ 20,223
	Cost per HHS	$ 119,645	$ 119,592	$ 116,274	$ 116,471	$ 142,860	$ 142,560	$ 36,552	$ 34,058	$ 53,052	$ 44,940
	Cost per MI	$ 310,758	$ 310,611	$ 310,683	$ 311,232	$ 310,310	$ 309,653	$ 349,970	$ 326,178	$ 378,942	$ 320,827
Engr. Labor	Project Cost	$ 232,174	$ 436,570	$ 644,334	$ 117,445	$ 107,788	$ 466,785	$ 6,151	$ 165,331	$ 2,449	$ 212,375
Aerial Labor	Project Cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
UG Labor	Project Cost	$42,016,088	$ 79,004,840	$ 116,044,027	$21,151,559	$ 20,056,284	$ 86,854,428	$ 769,557	$20,668,103	$ 343,974	$29,751,249
Tech Services Labor	Project Cost	$ 62,595	$ 117,068	$ 174,295	$ 33,092	$ 26,482	$ 107,182	$ 6,641	$ 111,368	$ 4,174	$ 120,282
Customer Premise Labor and Install Materials including Splitters	Project Cost	$ 453,544	$ 853,036	$ 1,287,547	$ 236,209	$ 182,212	$ 783,370	$ 31,402	$ 818,175	$ 11,162	$ 880,034
OSP Materials	Project Cost	$ 5,310,913	$ 9,973,568	$ 14,638,826	$ 2,686,220	$ 2,536,804	$ 10,889,274	$ 138,784	$ 2,878,983	$ 81,325	$ 4,012,847
Electronics	Project Cost	$ 58,035	$ 80,373	$ 111,909	$ 42,267	$ 40,953	$ 77,745	$ 34,383	$ 79,059	$ 34,383	$ 89,571

Mariposa County could put together partnerships and grant applications to fund all of the unserved areas in Districts 3, 4 and 5. NEO provided further breakdown for Districts 1 and 2.

Mariposa Separate, Smaller Projects

		Mariposa District 1.1 Served and Unserved	Mariposa District 1.2 Served and Unserved	Mariposa District 2.1 Served and Unserved	Mariposa District 2.2 Served and Unserved	Mariposa District 2.3 Served and Unserved	Mariposa District 2.4 Served and Unserved	
# of Underserved		**843**	**838**	**345**	**0**	**118**	**0**	
# of Unserved		**18**	**876**	**964**	**1520**	**11**	**45**	
Major Assumptions								**Total Parcels**
# Parcels/Passings		861	1714	1309	1520	129	45	3864
Total Plant Miles		82.22	396.16	92.35	254.39	22.82	172.72	
# Poles		0	0	0	0	0	0	
Est. Aerial Miles		0	0	0	0	0	0	
Est. UG Miles		82.22	396.16	92.35	254.39	22.82	172.72	
Aerial %		0%	0%	0%	0%	0%	0%	
UG %		100%	100%	100%	100%	100%	100%	
Density HH/Mile		10.47	4.33	14.17	5.98	5.65	0.26	
Take Rate		40%	40%	40%	40%	40%	40%	

Capital Cost Estimates, Fiber to the Premise, GPON Architecture

		Mariposa District 1.1 Served and Unserved	Mariposa District 1.2 Served and Unserved	Mariposa District 2.1 Served and Unserved	Mariposa District 2.2 Served and Unserved	Mariposa District 2.3 Served and Unserved	Mariposa District 2.4 Served and Unserved	Total Capital Cost for Unserved
Overall	**Project Cost**	**$25,903,940**	**$ 122,365,581**	**$ 29,400,588**	**$78,977,143**	**$ 7,136,060**	**$52,754,138**	$316,537,450
	Cost per HHP	$ 30,086	$ 71,392	$ 22,460	$ 51,959	$ 55,318	$ 1,172,314	
	Cost per HHS	$ 75,215	$ 178,480	$ 56,151	$ 129,897	$ 138,296	$ 2,930,785	
	Cost per MI	$ 315,056	$ 308,879	$ 318,360	$ 310,457	$ 312,711	$ 305,432	
Engr. Labor	**Project Cost**	$ 140,248	$ 568,635	$ 172,572	$ 383,596	$ 34,087	$ 217,016	
Aerial Labor	**Project Cost**	$ -	$ -	$ -	$ -	$ -	$ -	
UG Labor	**Project Cost**	$22,339,279	$ 107,410,161	$ 25,122,903	$69,011,153	$ 6,190,566	$ 46,764,786	
Tech Services Labor	**Project Cost**	$ 60,614	$ 119,049	$ 91,041	$ 105,506	$ 10,914	$ 5,805	
Customer Premise Labor and Install Materials including Splitters	**Project Cost**	$ 389,292	$ 773,125	$ 589,760	$ 684,351	$ 58,488	$ 21,282	
OSP Materials	**Project Cost**	$ 2,919,100	$ 13,416,865	$ 3,353,138	$ 8,718,735	$ 806,308	$ 5,710,865	
Electronics	**Project Cost**	$ 55,407	$ 77,745	$ 71,175	$ 73,803	$ 35,697	$ 34,383	

Based upon density per mile, District 1.1 and 2.1 could be considered first, followed by District 1.2.

American Rescue Plan Act, $340 Billion Available in Broadband Funding

- **Economic Development Administration (Department of Commerce):** $3 billion in additional funding to the Public Works and Economic Adjustment Assistance (PWEAA) program through September 2022

- **Coronavirus Capital Projects Fund (Department of the Treasury):** $10 billion for "capital projects directly enabling work, education, and health monitoring, including remote options, in response to the public health emergency"; in addition to capital projects, eligible efforts include ancillary services (such as broadband mapping) to increase efficiencies of capital projects, and cost support efforts (such as subsidies). **The State of California will receive $540 Million under this program for broadband implementation. The State will roll out the rules and requirements for application and administration of this funding in 2022.**

- **Emergency Connectivity Fund (FCC):** $7.2 billion for E-Rate support to reimburse schools and libraries for provision of eligible equipment and advanced telecommunications and information services during the pandemic, including for locations other than schools and libraries

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American Rescue Plan Act,
$340 Billion Available in Broadband Funding

- **Coronavirus State Fiscal Recovery Fund:** $219.8 billion for investments in water, sewer, or broadband infrastructure. **The State of California set aside an additional $2 Billion for last-mile and $3.25 Billion for middle-mile programs with use of this funding.**

- **Coronavirus Local Fiscal Recovery Fund:** $130.2 billion for rural community development block grants (CDBG) ($45.6 billion), rural areas ($19.5 billion), and counties ($65.1 billion, population-based), including for investments in water, sewer, or broadband infrastructure

- **Local Assistance and Tribal Consistency Fund:** $500 million ($250 million per year for 2022 and 2023) for Tribal use only "for any governmental purpose other than a lobbying activity"

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Federal Infrastructure Bill: $65 Billion for Broadband

Of this $65 billion, the bill provides $42.45 billion in grants, under the **Broadband Equity, Access & Deployment Program (BEAD)** to states to build out last-mile broadband infrastructure, improve broadband maps, or increase broadband adoption programs. The BEAD program will be administered by the National Telecommunications and Information Administration ("NTIA"). Each state will receive a minimum of $100 Million and must provide a 5-year plan to NTIA. The States will then award subgrants. (2023 Timeframe)

The Infrastructure and Jobs Act bill provides approximately $14 billion toward a $30 monthly benefit to expand an existing program to help people with lower incomes pay for broadband service and requires internet service providers who take this federal money to offer lower-cost options. Additionally, the bill provides $2 billion in funding broadband infrastructure to tribes and additional monies available for middle mile expansion.

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Next Steps

- Invitation to Negotiate or RFI Process, Engagement with Service Providers
- Formalize Discussions with Caltrans, State, PG&E
- Work with RCRC on regional efforts, especially middle mile infrastructure
- County-wide Environmental Impact Study
- “Shovel-ready” Projects
- Align with State and Federal Grant Opportunities

Attachment: Central Sierra Broadband Roadmap, Recommendations for Mariposa County, 04-2022 (12852

Questions

Diane Kruse, NEO Connect
970-309-3500
diane@NEOconnect.us

Attachment: Central Sierra Broadband Roadmap, Recommendations for Mariposa County, 04-2022 (12852

Central Sierra Broadband Roadmap, Mariposa County Findings and Recommendations

This Executive Summary report provides high-level information from the Central Sierra Broadband Roadmap, with specific findings and recommendations for Mariposa County.

Current Broadband Coverage in the Central Sierra Region

Below is a chart that summarizes the percentage of housing units within each County which are served with less than 10/1 Mbps, those served with 25/3 Mbps, with 100/20 Mbps and have access to Gigabit service (1000/1000 Mbps).

Central Sierra Region Alpine, Amador, Calaveras, Mariposa and Tuolumne Counties							
County	# of Parcels with Buildings	# of Parcel with Less than 10/1 Mbps	Unserved, Less than 10/1 Mbps	Served with 25/3 Mbps	Served with 100/20 Mbps	Served with Gig 1000/1000 Mbps	Areas Eligible for 100/20 Mbps Standard, Grants
Alpine	1,297	660	51%	49%	9%	0%	91%
Amador	16,303	2000	12%	88%	42%	0%	58%
Calaveras	38,317	6946	18%	82%	73%	0%	27%
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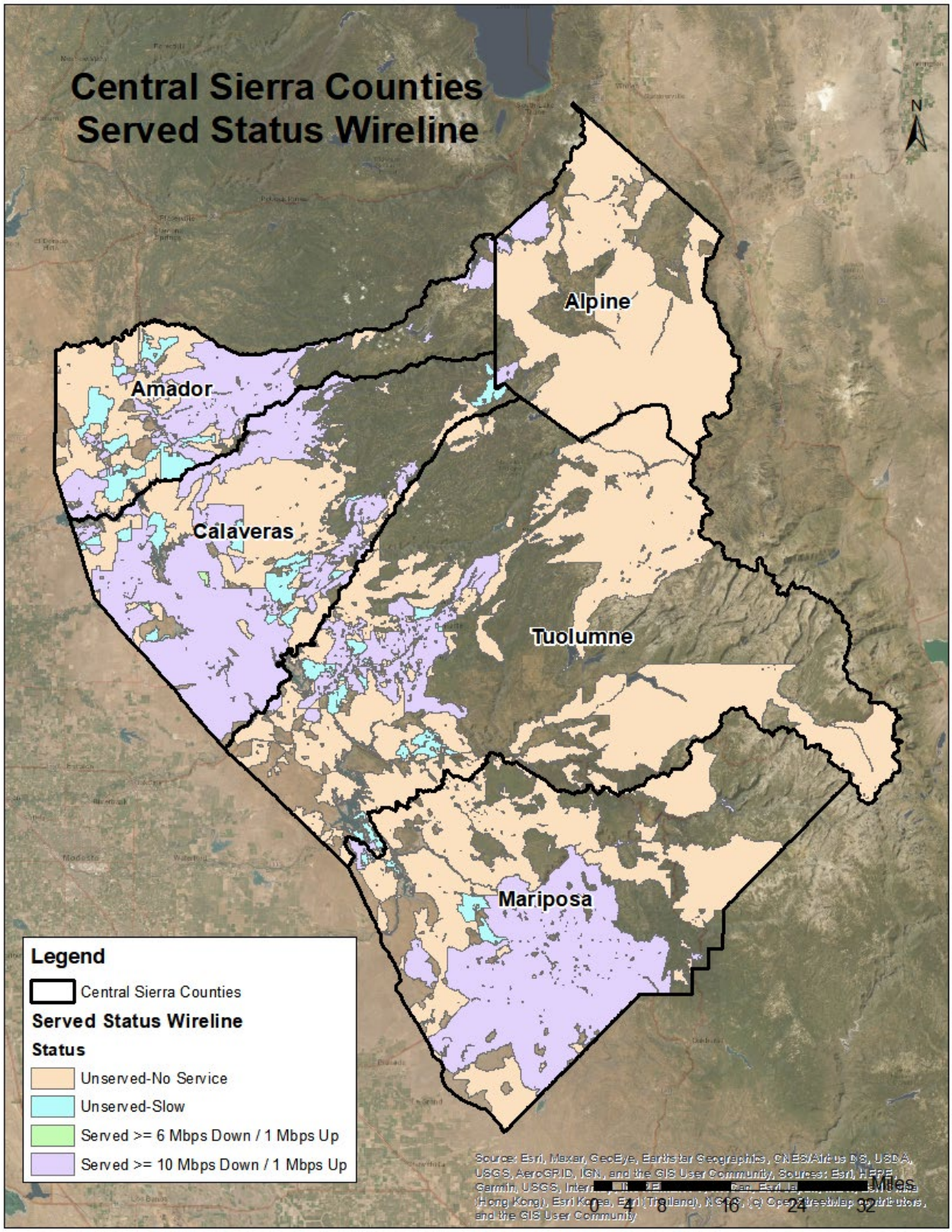
For purposes of this report, areas that are considered “Unserved” are based upon the State of California definition of having less than 10/1 Mbps service. Those areas that have access to 10/1 Mbps are labeled as “Served.” It should be noted that this standard is very low and NEO does not purport that this is an adequate benchmark. However, as many of the strategies to improve broadband for the region will be to work with stakeholders within the State, we will use this definition throughout the report.

Parcel information was provided by each of the County’s GIS departments and reflects the total number of residential, industrial, and commercial parcels that currently have an existing building. Most of the parcels located within Mariposa County are either unserved (35% with less than 10/1 Mbps), or underserved (65% with 25/3 Mbps + 3% with 100/20 Mbps) and therefore; 97 - 100% of the parcels are eligible to receive funding for most of the grant programs available to improve broadband service.

Below is mapping data showing Served and Unserved areas for the study area.

Attachment: Executive Summary, Mariposa County (12852 : Receive a Presentation from Diane Kruse, NeoConnect, Regarding Regional

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Survey data from residences and businesses further show the impact of not having adequate broadband service in the region. The surveys generated 976 responses, of which 63 responses were provided by

business and commercial entities. Of the 976 residential responses, 449 of the responses were from people over the age of 65.

Summary of Residential Survey Results

Although the survey is a randomized sample, the survey results of 976 responses strongly suggest the following:

- Reliability is the most important factor for users, followed by speed and then price.
- 35.6% of the respondents either have a home-based business (20.3%) or are planning to start a home-based business (15.3%).
- 26.6% of the survey's respondents have school-aged children at home.
- Central Sierra respondents reported 66.7% of households had at least one person who worked from home during the pandemic. 76% stated the current Internet service hurt their ability to work from home in a big way (18%) or somewhat (58%).
- If offered to work from home after the pandemic, 43.8% stated they would choose to work from home, but would not be able to do everything at home because their Internet is not fast enough and 16.6% said they would not work from home because they were not be able to work from home because the current Internet speed is not fast enough.
- Only 13% stated their Internet speed was "fast." Most of the respondents stated their Internet speed was slow (44%) or moderate (43%).
- Only 13.4% stated the Internet performance meets their current needs.
- When asked if the respondents could subscribe to much faster speeds, which would they be more likely to choose:
    - 44.6% stated they would choose the Best, Virtually Unlimited (1 Gig) service for $100-150/month;
    - 31.7% would choose 250 Mbps for $80-$100/month followed by
    - 20.3% choosing $100 Mbps for $55-60 per month.

Summary of Business Survey Results

The business survey generated responses from 63 businesses revealed important information about the local business community. As with residences, reliability is the most important factor for businesses, followed by speed and price.

- 44% had employees that work from home at least one day in a typical work week before the pandemic. This jumped to 51.5% after the pandemic.
- The strongest benefits for business respondents with faster Internet were that businesses would be more efficient, they would collaborate with customers and partners, they would provide and attend more webinars/online training and they would provide more products and services to their customers.

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- Only 21% of surveyed businesses rate their Internet as “excellent” or “good.” 47% see their speed as “slow” or “very slow.”
- When asked to rate the most critical components of Internet service, overwhelmingly, businesses are looking for reliability (70% indicated it was of the most importance), followed by affordable service and then speed.
- Businesses were more prone to choose the most affordable Internet service rather than the fastest and higher priced service offering. 50.8% would choose the 100 Mbps service for $70 - $85 per month, followed by 27% choosing the Gigabit services for $300 - $450 per months, and 22.2% choosing the 250 Mbps service at $200 - $300 per month.
- While most residential respondents rated their speeds as acceptable, in the business survey, (47%) of the respondents indicated that their speeds were “slow” or “very slow.” Only 21% of surveyed businesses rate their Internet as “excellent” or “good.”
- Respondents agreed strongly that their business operations are heavily tied to the Internet and that their demands on Internet bandwidth and speed are consistently increasing.

Our Recommendations

We recommend implementing the following strategies to the Central Sierra Region to improve broadband infrastructure.

- Implement Broadband Friendly Policies, Ordinances and Incentives, detailed descriptions of these policies are provided in the Central Sierra Broadband Roadmap and samples of the policies are provided as a deliverable of this project.
- Invest in Middle-mile Infrastructure and Carrier Neutral Locations to Reduce Backhaul and Transport Costs
    - Partner with the State of California, Caltrans and Power Companies to pay for middle mile fiber and conduit
- Invest in Last-mile Fiber to the Premise Infrastructure through Service Provider Partnerships and Grant Programs

Next Steps

- Work with local partners, the Rural County Representatives of California (RCRC), the State of California, Caltrans, and Power Companies to further leverage investment in middle mile fiber
- Conduct site surveys at possible Carrier Neutral Locations (CNLs) to determine the feasibility and make ready costs to establish a carrier-grade facility
- Conduct a formal process to engage service providers as partners through an Invitation to Negotiate or Request for Proposal process.
- Leverage grant funding to implement both last- and middle mile fiber

Existing Fiber in the Region, the State’s Plan and Additional Middle Mile Routes Recommended

CENIC and CVIN, doing business as Vast Networks, have built fiber within the region. CENIC’s network extends through each of the counties, with the exception of Alpine County. CVIN or Vast Networks has built fiber in Amador and Tuolumne Counties.

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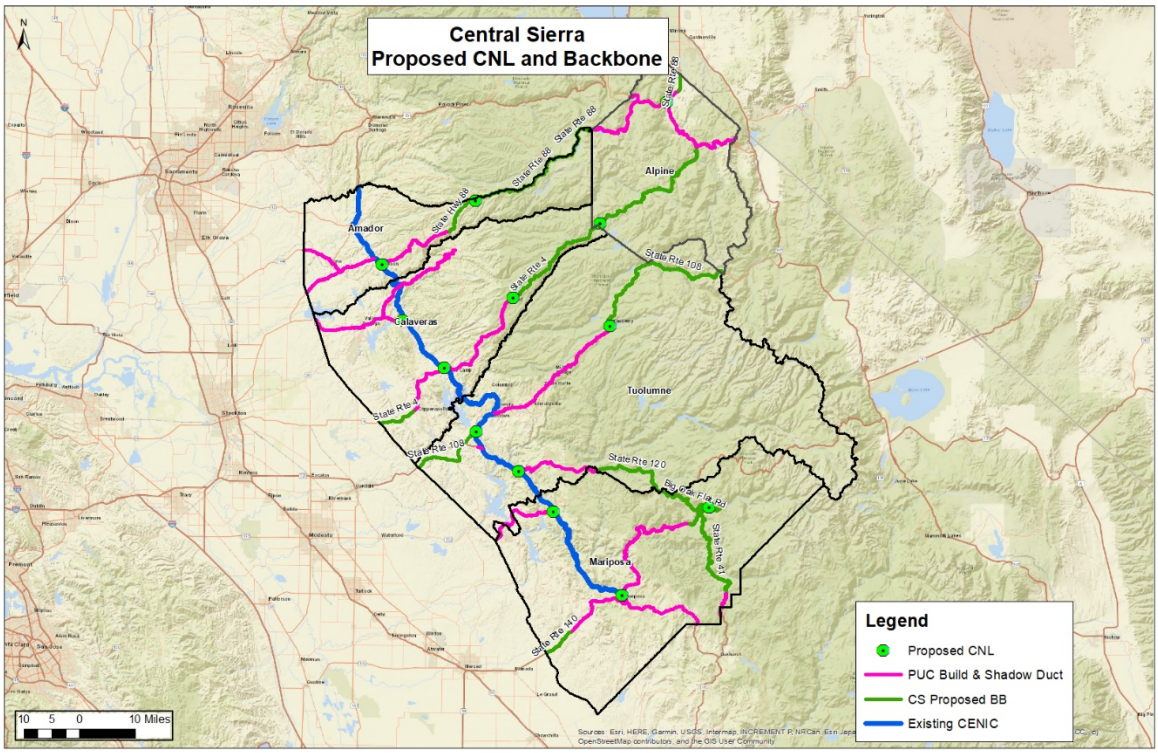
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State's Plan and Recommended Routes for Further Expansion

The State of California passed AB/SB 156 to invest $6 billion in broadband infrastructure in the following manner:

- $3.25 billion to build, operate and maintain an open access, state-owned middle mile network – high-capacity fiber lines that carry large amounts of data at higher speeds over longer distances between local networks.
- $2 billion to set up last-mile broadband connections that will connect homes and businesses with local networks. The legislation expedites project deployment and enables Tribes and local governments to access this funding.
- $750 million for a loan loss reserve fund to bolster the ability of local governments and nonprofits to secure financing for broadband infrastructure.
- Creation of a broadband czar position at the California Department of Technology, and a broadband advisory committee with representatives from across state government and members appointed by the Legislature.

Below is a map of the existing fiber in the region shown in blue and the middle mile fiber routes where the State of California is planning to build shown in bright pink. The State of California's planned fiber routes will connect to the existing CENIC fiber, providing better access for transport and backhaul for much of the region. However, although more areas will receive better middle mile connectivity, each of the State's planned routes do not provide further redundancy or connectivity to some of the most unserved areas of the region. Therefore, NEO recommends extending the State's fiber routes, shown in green, to reach greater populations of unserved areas and to provide further resiliency and redundancy for the region. The green routes provide a loop-topology, allowing for rerouting of traffic in the event of a fiber cut or network outage.



NEO also recommends establishing carrier-grade, carrier-neutral locations (CNLs) along the middle mile fiber routes to allow service providers, government agencies and commercial companies to collocate their equipment. The recommended locations of the proposed CNL's are shown on the map above as green circles. These are shown as general recommended locations; the specific locations are dependent upon available space in existing buildings and the required costs associated with establishing a carrier-grade facility, or the available land for a prefabricated building and the required costs to do so. A map of all of the anchor institutions located within the study area is provided as a deliverable to this project.

Middle Mile Capital Cost Estimate

NEO calculated the high-level capital cost estimates for the State of California's proposed fiber builds within each County. Service providers or the Counties or Caltrans may want to place shadow conduit for the CPUC builds; NEO provided high-level capital cost estimates for placement of shadow conduit. NEO also provided cost estimates for the proposed middle mile fiber builds, further expanding the reach within the region. A summary of these costs is provided below; a detailed bill of materials and cost estimates and included in the full report.

State of California Proposed Middle Mile Fiber Builds					
	Amador	Calaveras	Alpine	Tuolumne	Mariposa
CPUC Build	$ 4,196,271	$ 8,310,561	$ 5,039,532	$ 5,739,998	$ 8,687,286
CPUC Shadow Conduit	$ 1,051,132	$ 2,057,620	$ 1,260,485	$ 1,432,245	$ 2,156,428

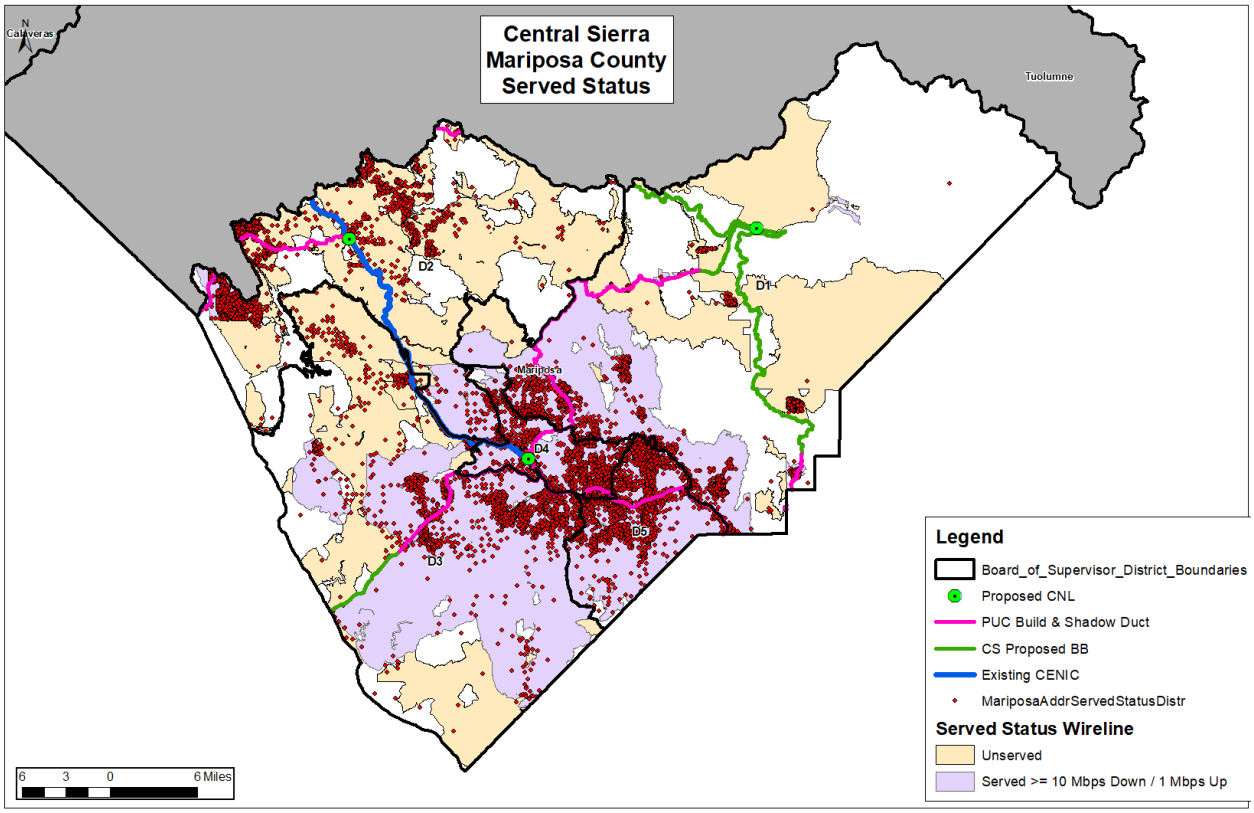
Proposed Middle Mile Fiber Builds, Expansion					
	Amador	Calaveras	Alpine	Tuolumne	Mariposa
Proposed Middle Mile Fiber Builds, Expansion	$ 14,095,362	$ 10,527,900	$ 12,597,678	$ 29,376,599	$ 20,181,227

It is important to note that the cost breakdown for the middle mile routes by County does not necessarily mean that each County should absorb its respective costs. Middle mile fiber impacts the entire region; and therefore, further discussions with the Rural County Representatives of California (RCRC), the State, Caltrans and the power companies may help facilitation of funding and implementation of further expansion of middle mile fiber and CNL facilities.

Invest in Last Mile Fiber to the Premise Infrastructure

Below is the map of Mariposa County showing areas that are unserved in tan and served in purple. As discussed, nearly 100% of the County's parcels are eligible for grant funding. The districts are numbered and shown on the maps. Parcels or address points are shown on the map as red dots. Clusters of red dots should be considered priority areas as there is greater household or parcel density lacking broadband availability.

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Below are the major assumptions for the served and unserved areas in the County by District.

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		Mariposa Unserved District 1	Mariposa Served District 1	Mariposa Unserved District 2	Mariposa Served District 2	Mariposa Unserved District 3	Mariposa Served District 3	Mariposa Unserved District 4	Mariposa Served District 4	Mariposa Unserved District 5	Mariposa Served District 5
Major Assumptions											
# Parcels/Passings		894	1681	2540	463	357	1546	60	1613	20	1734
Total Plant Miles		154.89	291.25	427.77	77.97	73.96	320.29	2.82	75.79	1.26	109.30
# Poles		0	0	0	0	0	0	0	0	0	0
Est. Aerial Miles		0	0	0	0	0	0	0	0	0	0
Est. UG Miles		154.89	291.25	427.77	77.97	73.96	320.29	2.82	75.79	1.26	109.3
Aerial %		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
UG %		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Density HH/Mile		5.77	5.77	5.94	5.94	4.83	4.83	21.28	21.28	15.87	15.86
Take Rate		45%	45%	45%	45%	45%	45%	45%	45%	45%	45%
Make Ready Cost per mile (all in labor only)		$ -	0	0	0	$ -	0	0	0	0	0
ADSS or Strand/Lash		Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash	Strand/Lash
Missile Bore/Open Trench %		0%	0	0	0	0%	0	0	0	0	0
Directional Bore %		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Plow %		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
LD Downtown %		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
HD Downtown %		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Rock Adder %		25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
Cut/Restore %		2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Make Ready Construction		yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
OLT Equipment		yes	yes	yes	yes	yes	yes	yes	yes	yes	yes
ONT Equipment		yes	yes	yes	yes	yes	yes	yes	yes	yes	yes

Below are the estimated capital costs for served and unserved areas by District.

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Capital Cost Estimates, Fiber to the Premise, GPON Architecture											
		Mariposa Unserved District 1	Mariposa Served District 1	Mariposa Unserved District 2	Mariposa Served District 2	Mariposa Unserved District 3	Mariposa Served District 3	Mariposa Unserved District 4	Mariposa Served District 4	Mariposa Unserved District 5	Mariposa Served District 5
Overall	Project Cost	$48,133,349	$ 90,465,455	$ 132,900,937	$24,266,791	$ 22,950,524	$99,178,784	$ 986,917	$24,721,019	$ 477,467	$35,066,358
	Cost per HHP	$ 53,840	$ 53,816	$ 52,323	$ 52,412	$ 64,287	$ 64,152	$ 16,449	$ 15,326	$ 23,873	$ 20,223
	Cost per HHS	$ 119,645	$ 119,592	$ 116,274	$ 116,471	$ 142,860	$ 142,560	$ 36,552	$ 34,058	$ 53,052	$ 44,940
	Cost per MI	$ 310,758	$ 310,611	$ 310,683	$ 311,232	$ 310,310	$ 309,653	$ 349,970	$ 326,178	$ 378,942	$ 320,827
Engr. Labor	Project Cost	$ 232,174	$ 436,570	$ 644,334	$ 117,445	$ 107,788	$ 466,785	$ 6,151	$ 165,331	$ 2,449	$ 212,375
Aerial Labor	Project Cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
UG Labor	Project Cost	$42,016,088	$ 79,004,840	$ 116,044,027	$21,151,559	$ 20,056,284	$ 86,854,428	$ 769,557	$20,668,103	$ 343,974	$29,751,249
Tech Services Labor	Project Cost	$ 62,595	$ 117,068	$ 174,295	$ 33,092	$ 26,482	$ 107,182	$ 6,641	$ 111,368	$ 4,174	$ 120,282
Customer Premise Labor and Install Materials including Splitters	Project Cost	$ 453,544	$ 853,036	$ 1,287,547	$ 236,209	$ 182,212	$ 783,370	$ 31,402	$ 818,175	$ 11,162	$ 880,034
OSP Materials	Project Cost	$ 5,310,913	$ 9,973,568	$ 14,638,826	$ 2,686,220	$ 2,536,804	$ 10,889,274	$ 138,784	$ 2,878,983	$ 81,325	$ 4,012,847
Electronics	Project Cost	$ 58,035	$ 80,373	$ 111,909	$ 42,267	$ 40,953	$ 77,745	$ 34,383	$ 79,059	$ 34,383	$ 89,571

The top line item, "Project Cost" shows the total capital costs for the build. "HHP" is Household Passed, "HHS" refers to Household Sold. The "Cost per MI" is Cost per Mile. After this, the capital costs are broken down into major categories as described above. As discussed above, the highest cost category is UG Labor or underground construction labor. "OSP" Materials is typically the next highest cost category and simply includes all the materials for the outside plant or network.

Based upon the total capital costs to build out to the unserved areas, Mariposa County could put together partnerships and grant applications to fund all of the unserved areas in Districts 3, 4 and 5. These capital costs fall within many of the grant programs available for broadband infrastructure and the density levels of households per mile are within the threshold to entice providers to co-invest.

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NEO further broke out Districts 1 and 2 into smaller areas for consideration. Below are project areas based upon clusters of parcel density.

Mariposa Separate, Smaller Projects								
		Mariposa District 1.1 Served and Unserved	Mariposa District 1.2 Served and Unserved	Mariposa District 2.1 Served and Unserved	Mariposa District 2.2 Served and Unserved	Mariposa District 2.3 Served and Unserved	Mariposa District 2.4 Served and Unserved	
# of Underserved		**843**	**838**	**345**	**0**	**118**	**0**	
# of Unserved		**18**	**876**	**964**	**1520**	**11**	**45**	
Major Assumptions								**Total Parcels**
# Parcels/Passings		861	1714	1309	1520	129	45	3864
Total Plant Miles		82.22	396.16	92.35	254.39	22.82	172.72	
# Poles		0	0	0	0	0	0	
Est. Aerial Miles		0	0	0	0	0	0	
Est. UG Miles		82.22	396.16	92.35	254.39	22.82	172.72	
Aerial %		0%	0%	0%	0%	0%	0%	
UG %		100%	100%	100%	100%	100%	100%	
Density HH/Mile		10.47	4.33	14.17	5.98	5.65	0.26	
Take Rate		40%	40%	40%	40%	40%	40%	

The density of parcels or households per mile for projects shown as District 1.1, 1.2 and 2.1 are potentially worthy of attracting partners. Density levels of .26 – 6 parcels or households per mile may be better served with satellite service such as Starlink and/or wireless service providers. Below are the capital cost estimates for these project areas.

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Capital Cost Estimates, Fiber to the Premise, GPON Architecture								
		Mariposa District 1.1 Served and Unserved	Mariposa District 1.2 Served and Unserved	Mariposa District 2.1 Served and Unserved	Mariposa District 2.2 Served and Unserved	Mariposa District 2.3 Served and Unserved	Mariposa District 2.4 Served and Unserved	Total Capital Cost for Unserved
Overall	Project Cost	$25,903,940	$ 122,365,581	$ 29,400,588	$78,977,143	$ 7,136,060	$52,754,138	$316,537,450
	Cost per HHP	$ 30,086	$ 71,392	$ 22,460	$ 51,959	$ 55,318	$ 1,172,314	
	Cost per HHS	$ 75,215	$ 178,480	$ 56,151	$ 129,897	$ 138,296	$ 2,930,785	
	Cost per MI	$ 315,056	$ 308,879	$ 318,360	$ 310,457	$ 312,711	$ 305,432	
Engr. Labor	Project Cost	$ 140,248	$ 568,635	$ 172,572	$ 383,596	$ 34,087	$ 217,016	
Aerial Labor	Project Cost	$ -	$ -	$ -	$ -	$ -	$ -	
UG Labor	Project Cost	$22,339,279	$ 107,410,161	$ 25,122,903	$69,011,153	$ 6,190,566	$ 46,764,786	
Tech Services Labor	Project Cost	$ 60,614	$ 119,049	$ 91,041	$ 105,506	$ 10,914	$ 5,805	
Customer Premise Labor and Install Materials including Splitters	Project Cost	$ 389,292	$ 773,125	$ 589,760	$ 684,351	$ 58,488	$ 21,282	
OSP Materials	Project Cost	$ 2,919,100	$ 13,416,865	$ 3,353,138	$ 8,718,735	$ 806,308	$ 5,710,865	
Electronics	Project Cost	$ 55,407	$ 77,745	$ 71,175	$ 73,803	$ 35,697	$ 34,383	

Based upon density levels and total capital costs, perhaps a good starting point for consideration is to build fiber to project areas identified as District 1.1 and 2.1 could be considered first, followed by District 1.2. NEO recommends negotiating a public-private partnership initiative with the service providers through an Invitation to Negotiate or Request for Proposal process and to leverage these partnerships with grant funding to begin building out Fiber to the Premise infrastructure.

There are other possible ways to implement this network more cost-effectively. For example, underground construction is more expensive than using existing utility poles to construct the network in an aerial manner. The estimates above assume 100% of the network is built underground.

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Use of contractors typically is more expensive than use of existing staff. Many of the service providers in the region have existing staff that can build these networks more cost effectively than having a contractor build it. Additionally, many service providers have economies of scale on materials. There are several service providers that are offering services in the study area. A list of the service providers has been provided as a deliverable of this report. NEO's team suggests conducting a Request for Proposal or an Invitation to Negotiate process with the service providers, providing the findings of this report to engage in discussions to partner on grant applications and to seek funding to build these projects.

Partnerships with the State of California, Caltrans, PG&E and the service providers can reduce the overall cost and potential capital outlay of the Counties.

Funding for Broadband, Post-Pandemic

In response to the pandemic, there are billions of grant dollars that can be invested in broadband infrastructure. Some of these programs are currently underway and many of these programs are still being fleshed out The December 2020 Appropriations Act provided support for the Tribal Broadband Connectivity Program and the NTIA Broadband Infrastructure Program. These grant programs are underway and the deadline for submission has already passed. Announcements for funding will be made during the first part of 2022.

American Rescue Plan Act, $340 Billion Available in Broadband Funding

Below is a list of various programs and the agency administering the funds.

- Economic Development Administration (Department of Commerce): *$3 billion* in additional funding to the Public Works and Economic Adjustment Assistance (PWEAA) program through September 2022

- Coronavirus Capital Projects Fund (Department of the Treasury): *$10 billion* for "capital projects directly enabling work, education, and health monitoring, including remote options, in response to the public health emergency"; in addition to capital projects, eligible efforts include ancillary services (such as broadband mapping) to increase efficiencies of capital projects, and cost support efforts (such as subsidies). *The State of California will receive $540 Million under this program for broadband implementation. The State will roll out the rules and requirements for application and administration of this funding in 2022.*

- Emergency Connectivity Fund (FCC): *$7.2 billion* for E-Rate support to reimburse schools and libraries for provision of eligible equipment and advanced telecommunications and information services during the pandemic, including for locations other than schools and libraries

- Coronavirus State Fiscal Recovery Fund: *$219.8 billion* for investments in water, sewer, or broadband infrastructure. *The State of California set aside an additional $2 Billion for last-mile and $3.25 Billion for middle-mile programs with use of this funding.*

- Coronavirus Local Fiscal Recovery Fund: *$130.2* billion for rural community development block grants (CDBG) ($45.6 billion), rural areas ($19.5 billion), and counties ($65.1 billion, population-based), including for investments in water, sewer, or broadband infrastructure

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- Local Assistance and Tribal Consistency Fund: *$500 million* (*$250 million* per year for 2022 and 2023) for Tribal use only "for any governmental purpose other than a lobbying activity"

President Joe Biden's multibillion-dollar Infrastructure Investment and Jobs Act includes $65 billion in broadband spending. Of this $65 billion, the bill provides $42.45 billion in grants, under the Broadband Equity, Access & Deployment Program (BEAD) to states to build out last-mile broadband infrastructure, improve broadband maps, or increase broadband adoption programs. The BEAD program will be administered by the National Telecommunications and Information Administration ("NTIA"). Each state will receive a minimum of $100 Million and must provide a 5-year plan to NTIA. The States will then award subgrants.

- State subgrants may be used to fund infrastructure:
    - Unserved service projects (80% of locations in the proposal area lack access to reliable 25Mbps/3Mbps)
    - Underserved service projects (80% of locations in the proposal area lack access to reliable 100Mbps/20Mbps service)
    - Community anchor institutions ("CAIs"), such as schools, libraries, and hospitals, lacking access to 1Gbps service
- Infrastructure funding prioritization: A State "must award funding in a manner that prioritizes unserved service projects." After certifying to NTIA that it "will ensure coverage" to "all unserved locations" in the State, the State must prioritize underserved service projects. After "prioritizing underserved service projects," the State may fund eligible CAIs.
- Projects must provide at least 100Mbps/20Mbps service to be eligible for funding.
- Entities that have received other federal, state, or local government broadband funding (RDOF, other ARPA programs, etc.) may receive subgrants under BEAD.
- The BEAD Program requires a 25 percent match for awarded projects, which may be provided by the State or the subgrantee.
- In addition to broadband infrastructure, States may use BEAD grants for data collection, broadband mapping, installing Internet infrastructure or providing reduced-cost broadband within a qualifying low-income multifamily residential building, broadband adoption (including provision of devices), and additional uses determined necessary by NTIA.
- Timing: The NOFO will likely be published in the May - June 2022 timeframe. The process is dependent on submission and evaluation of State five-year plans, and the broadband DATA maps being updated and published. It is anticipated that funding will not be awarded to subgrantees until 2023.

The Infrastructure and Jobs Act bill provides approximately $14 billion toward a $30 monthly benefit to expand an existing program to help people with lower incomes pay for broadband service and requires internet service providers who take this federal money to offer lower-cost options. Additionally, the bill provides $2 billion in funding broadband infrastructure to tribes and additional monies available for middle mile expansion.

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