

Community Resilience Center (CRC) Toolkit



California National Disaster Resilience (NDR) Grant

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Background

The National Disaster Resilience Competition (NDRC) was a national program administered by the U.S. Department of Housing and Urban Development (HUD) that provided Community Development Block Grant National Disaster Resilience (CDBG-NDR) funding totaling \$1 billion to communities to rebuild in a more resilient way following major disasters. The grants were awarded competitively and were designed to promote risk assessment, planning, and the implementation of innovative resiliency projects, by addressing climate change issues to better prepare and mitigate the risk to communities from future extreme natural events. The State of California, through the Department of Housing and Community Development (HCD), received a \$70 million CDBG-NDR grant to develop a pilot program to address wildfire risks in a rural community landscape. The program components include forest restoration and watershed health improvement, support for local economic development, and increasing individual and community resilience in the rural areas affected by the 2013 Rim Fire.

Through the Governor's Office of Planning and Research (OPR) as the project lead, Governor Jerry Brown selected the area impacted by the Rim Fire as the project area the State would build its application around for several reasons, not the least of which are that 48% of California's land mass is federal forest land and wildfire is a constant threat, and 60% of California's developed water supply comes from the headwaters and watersheds in the Sierra Nevada Mountain Range.

The Rim Fire

In 2013, the Rim Fire burned more than 257,000 acres in Tuolumne County and devastated the landscape and local communities. It resulted in significant impacts to the local economy, threatened access to clean and drinkable water, disrupted the lives of thousands of people, and damaged air quality from central California to Montana.

Covering an area more than five times the size of Washington, D.C., the Rim Fire was unique for its sheer size. At the time of the fire, it was the third largest fire in California state history of known data. As of January 2021, it ranked as the eleventh largest wildfire in state history,¹ with the scale of the Rim Fire being surpassed by other fires. The Rim Fire burned for over two months through substantial portions of the Stanislaus National Forest, threatening surrounding communities and Yosemite National Park, as well as damaging a critical watershed serving the San Joaquin Valley and San Francisco.

Community Watershed and Resilience Program

In 2016, the State of California partnered with Tuolumne County and United States Forest Service (USFS) to submit a NDRC grant application which was ultimately awarded in January, 2017. The application outlined the Community Watershed and Resilience Program (CWRP), a collection of innovative, scalable projects, or Pillars, which would address impacts of the Rim Fire, increase wildfire resilience, and serve as replicable models for the Western United States.

¹ CAL FIRE. (2021). Top 20 Largest California Wildfires. Available at: https://34c031f8-c9fd-4018-8c5a-4159cdf6b0d-cdn-endpoint.azureedge.net/-/media/calfire-website/our-impact/fire-statistics/featured-items/top20_acres.pdf?rev=be2a6ff85932475e99d70fa9458dca79&hash=A355A978818640DFACE7993C432ABF81

The three CWRP Pillars are:

1. Forest and Watershed Health
2. Biomass Utilization Fund
3. Community Resilience Centers

Executive Summary

The Rim Fire revealed longstanding vulnerabilities throughout Tuolumne County. The rural county faced challenges in both evacuation and staging emergency equipment. There were further vulnerabilities in stable communication, transportation, and water infrastructure. Local residents suffered significantly from not only the economic impacts of the fire but also the extensive evacuations, exposure to smoke, and disruption to work, school, and other activities.

During the application process, Tuolumne County residents expressed the need for a permanent, year-round space that could provide senior and childcare programs, community training programs, health and human services, community spaces, large meeting rooms, a commercial kitchen, and recreational opportunities during non-disaster times, as well as providing overnight shelter for people and pets and other emergency services during disasters. Thus, the concept of a Community Resilience Center (CRC) was built into the grant application— a facility that could serve the needs of rural communities during both emergency and non-emergency times.

The original NDRC application, included \$40 million out of a total \$117 million grant request for the construction of two CRC facilities to serve the communities of Groveland in the south area of the County, and Tuolumne City in the north area of the County. Ultimately, HUD awarded the Community and Watershed Resilience Program (CWRP) \$70 million, reducing the CRC award to \$19 million for a single CRC. Still, after additional rounds of community engagement it was determined that due to their geography and populations Groveland and Tuolumne would be best served by two distinct CRCs instead of just one.

This toolkit details the development and operation of the two Community Resilience Center facilities in Tuolumne County. The toolkit also includes appendices as resources to provide additional insights into the documents used in the design and implementation of these facilities. These facilities are designed to provide a multitude of year-round services, curated to their distinct communities as well as serve as evacuation centers, and emergency shelters. Both CRCs now play pivotal roles in building community resilience by enhancing social cohesion and improving service accessibility in rural Tuolumne County.

Purpose of the Toolkit

The purpose of the toolkit is to offer insight and lessons learned from the planning, funding, construction, and programming of the Community Resilience Centers in Tuolumne County.

Section 1: Community Engagement

Starting with the application phase and through the award, HCD and Tuolumne County conducted extensive community outreach and engagement to shape the vision for the proposed Community Resilience Centers in Groveland and Tuolumne City. Through public forums, meetings, and involvement of key stakeholders, the County gathered essential input that directly influenced both the design and programming of the CRC facilities and their operations.

Approach

Advisory Committees

To steer the comprehensive engagement process, Tuolumne County formed an Advisory Team to offer high-level oversight and guidance. Additionally, two distinct committees were formed: the Community Stakeholder Advisory Committee and the Operational Stakeholders Advisory Committee. The Stakeholder Advisory Committee represented the geographic areas under consideration for the CRCs and ensured that the community's desired services were effectively communicated to the Architects and the Advisory Team. The Operational Stakeholders Advisory Committee included representatives from various agencies set to partner in providing services at the CRCs.

Community Outreach and Engagement

Community involvement was central to shaping both the CWRP application and the CRCs. During the application phase, HCD and Tuolumne County partnered on 5 community meetings to determine first what should be included in the CWRP application. The first question we asked the residents was what does being a resilient community mean and what does it look like for Tuolumne County. In these community meetings we heard the following:

- Need for a better response/recovery to and from emergencies.
- Need for a Healthier Forest.
- Need for a better economy that capitalizes on our natural assets.

It was then through subsequent meetings that we dug deeper in the need for a better response and recovery to and from emergencies and developed the concept of a Community Resilience Center framework.

Upon award, the County in partnership with their design team organized and facilitated 6 public meetings in Groveland, Tuolumne, and Sonora, where community members actively participated in collaborative processes to determine the required spaces both inside and outside the proposed facilities. These meetings were pivotal in determining that two CRCs were ultimately needed to serve the County as well as in creating the Programming Documents which directed the final design and programming for the CRCs.

Determining Need

The components of the community engagement process ([Appendix B: Community Engagement Process](#)) used to determine need for the Community Resilience Centers in Groveland and Tuolumne included:

- County led community forums and meetings focused on emergency preparedness and resilience which resulted in direct input from residents on needs related to emergency response.
- Gathering feedback from community partners involved in emergency planning process.
- Engaging emergency responders, the Red Cross, and Tuolumne County Health and Human Service Agency and others to ensure community-wide perspectives shaped the plans.

A total of ten community meetings and fifteen board meetings were held between 2016 and 2019 to solicit broad input on the vision, spaces, features, operations, and other considerations for potential Community Resilience Centers in Tuolumne County. Separate meetings were held with various stakeholders including community members from Groveland, Tuolumne, local Native Tribes, and the broader region; operational stakeholders such as service providers, and a Community Stakeholder Advisory Committee.

The focus of these meetings was to collect input on several crucial aspects:

- Overall goals and long-term desired outcomes for the CRCs;
- How the facilities would be utilized for both everyday functions and during disasters;
- Key principles and considerations for the facility spaces, features, and operations;
- Specific spatial needs and requirements from operational stakeholders; and
- Prioritization of desired facility spaces and functions.

Community Input

CRC Spaces and Features

Key themes and guidance emerged across the multiple meetings, emphasizing specific considerations regarding spaces and features. The focus centered on the prioritization of flexible, multi-functional spaces that accommodate diverse uses and needs year-round. The discussion covered both indoor and outdoor spaces, considering the wide range of programs, activities, and events, with an emphasis on adaptable capabilities. Valuable input was also provided by operational stakeholders regarding their spatial needs and operational requirements. The specific needed amenities for both emergency and services at the CRCs like shelters, food, showers, Wi-Fi, and information were also identified through community input as important resources.

Location Considerations

Public meetings held for Groveland and Tuolumne City revealed differing location priorities and emphasized the need to select optimal locations that best serve the unique needs of each community. Key considerations included proximity and access for community members and integration within the fabric of each community. Given the mountainous terrain of Tuolumne County, Groveland and Tuolumne City are about an hour apart by car.

Programming and Budget

Initial designs, developed based on desired spaces and input, significantly exceeded the available budget, leading to the creation of scaled-back, economized structures. It was vital to “right size” the building not only for the construction budget but also for the long-term maintenance and operations costs. As well, communities recognized the necessity of tradeoffs to align spaces within the budget and were open to reducing or sharing certain spaces to reach consensus on priorities.

Ongoing Community Involvement

The programming and design process was iterative, with a strong emphasis on continued community input throughout the process. Further considerations included the role of site selection and costs in informing programming and design. The community meetings provided extensive guidance on community needs, spatial priorities, operational considerations, location goals, and other key inputs necessary to inform the programming and design process for facilities to best serve the needs of Groveland, Tuolumne, and the broader region.



Figure 1: Photograph of ribbon cutting at Tuolumne CRC

Section 2: Project Development

The goal of each of the CRCs was developed by the residents of the communities in which these facilities reside. The overarching goal was to create facilities that foster personal and community resiliency and economic revitalization. Analyzing the data collected from the public it became clear that although the two facilities were remarkably similar in structure, the communities had vastly different goals. Regarding the similarities, in general the two communities were looking for each facility to:

- Serve the communities both during emergency and non-emergency times.
- Allow for multiple uses at one time.
- Include a large room that would accommodate at least two hundred people for large gatherings/events.
- Include a commercial kitchen.
- Be ADA accessible.
- Include plenty of parking.
- Provide services and programs.

The differences in the needs of the two centers reflects the difference in the populations of each of the respective communities.

Groveland CRC

Project Description

Groveland citizens were looking for a center that supported the needs of seniors, creating a hub for providing a variety of services and hosting events. They wanted a center in which the community could come together to work and play. Their goal was to create a facility to foster social cohesion and community resiliency.

The Groveland CRC lies within a rural area of Tuolumne County in the unincorporated town of Groveland, near Pine Mountain Lake. The Groveland Community Services District wastewater treatment plant is to the west, and there is undeveloped land to the north. The CRC is located near the Highway 120 Corridor, a narrow winding road that provides the only access in or out of the area, and that also serves as an entryway to Yosemite National Park. The Groveland CRC provides a conveniently located center to enable residents of the south county area to evacuate and avoid clogging roads needed for emergency vehicles. The facility also provides educational opportunities and public services for residents who otherwise have limited access to services being offered in other parts of the County.

Site Design

The CRC site consists of an 8,800 square foot building, an outdoor amphitheater, a parking lot, and RV parking. A swale running north-south divides the site into eastern and western halves. The eastern half contains most of the built elements like parking and the building. The western half is an informal open space with terraced pads, picnic area, detached restroom structure, and nature trails.



Figure 2: Exterior photograph of Groveland CRC

Based off insights from community input, the County planned the Groveland CRC to flexibly serve residents day-to-day, while providing crucial support in times of disaster. The resilient building and site design ensures the CRC can withstand the demands of natural hazards and intensive use, while creating a vibrant community asset for generations to come. With an expected 50-year life span, the CRC emphasizes durable, minimal maintenance materials and systems that can withstand heavy use. Some specific design features are listed below.

a) Site Development

Civil improvements include grading, paving, retaining walls, site utilities, stormwater management, a new parking lot and driveway, and accessible walkways. The site utilizes existing access from Ferretti Road. Potable water, fire water, and sanitary sewer services connect to municipal mains. Surface drainage sheet flows to a detention system draining north.

Landscaping features native, drought tolerant plants, turf lawn, hardscape plazas, and trails. Outdoor spaces can support camping, staging, and events. The swale through the site remains natural. Irrigation is designed for water efficiency.

b) Structural Systems

The building structure consists of steel columns, beams, joists, and decks. Lateral forces are resisted by light framed shear walls with steel-backed shear panels. Foundations include spread footings and perimeter curbs. The long-span roof over the multipurpose room uses open web joists. Exterior walls are supported by steel studs; roofing is standing seam metal – interlocking metal roofing panels with concealed fasteners - and single-ply membrane.

c) Mechanical and Plumbing Systems

HVAC systems include rooftop heat pumps, and split system units for IT rooms. In addition, the HVAC system includes dedicated makeup air units for ventilation, which are large air handlers that condition 100% outside air for interior use as an alternative to recirculating stale air that could carry odors and bacteria. Plumbing comprises domestic water, sanitary waste, roof drainage, and natural gas. A fire protection system is installed per code. High efficiency fixtures will reduce water use by 20 percent vs. baseline.

d) Electrical and Technology

The electrical system includes a new 120/208V 800A service with outdoor pad transformer. A 300kW diesel generator provides emergency power. LEDs are utilized for energy efficient interior and exterior lighting. An addressable fire alarm system is installed with communication to monitoring stations. The technology system consists of a new telephone service, CAT6 data network, racks, uninterruptible power supply (UPS) units and outlets.

Project Strengths

a) Site Selection

The Groveland site provides several key strengths that will benefit the community. Its location builds on existing infrastructure from the adjacent Pine Mountain Lake development, including access to water, sewer, and communications utilities. The primarily undeveloped wooded parcel allows preservation of native vegetation while meeting program needs through thoughtful site design. Proximity to Ferretti Road enables community access and visibility while sufficient acreage and setback limit noise impacts. With no conflicting adjacent uses, the site can host outdoor events benefiting from natural backdrop.

b) Transportation Accessibility

The Groveland site was chosen with a focus on leveraging transportation accessibility and transit resources. Currently, Tuolumne County Transit (TCT) provides dial-a-ride service for Groveland. On Tuesdays, curb to curb dial-a-ride service is available from Groveland to the Sonora area for shopping, medical appointments, and other needs. This service is available to the general public, with priority service to those who are disabled or 55 years of age or over. Additionally, a shuttle that operates between Sonora, Groveland, Yosemite Valley is available seven days a week from May to September. The shuttle stops at Mary Laveroni Park, which is located approximately .65 miles southwest of the project site.

c) Economic Catalyst

As a highly visible community anchor, the CRC can catalyze ongoing investment in Groveland. The site allows for future expansion, business partnerships, and companion development. Positive economic impacts are expected to continue over time. Conference and outdoor event capabilities may attract regional tourism. Teen and senior spaces encourage broader demographic participation.

d) Programming Flexibility

The community outreach shaped the building programming and flexibility. The design team assessed community feedback to identify the most critical spaces and sizes needed for the site design, ensuring the design matches local priorities. Key multipurpose areas include the lobby, classroom, meeting rooms, and kitchen. Flexible sizing via movable partitions accommodates evolving needs and functions. Dedicated storage, office, breakroom, and support spaces further

support community needs. The program strikes an optimal balance between desired amenities and budget.

e) Resilient Systems

The County followed the guiding project goals of resilience and durability in finalizing the building system. Non-combustible exterior materials including metal paneling and cementitious products reduce fire vulnerability. Highly durable interior finishes such as luxury vinyl plank flooring, epoxy coatings and reinforced wall panels add longevity while allowing for intensive use. The simple exposed beam interior, painted white, creates an inviting aesthetic while eliminating vulnerable finished ceilings. Outdoor workshop space offers gathering options during communitywide power outages.

f) Energy Resiliency

Robust onsite energy systems boost resilience. The emergency generator with 24-hour belly fuel tank provides backup electricity to maintain full building operations. High efficiency HVAC heat pumps offer electric heating and cooling without gas service needs. Battery packs connect lighting to emergency power. While solar panels did not end up being a part of the final design due to an established agreement between Tuolumne County and Pacific Gas & Electric Company (PG&E) resulting in below market electrical rates, solar panels could be readily added in the future. Onsite propane tanks may provide additional fuel diversity.

g) Water Conservation

The plumbing system maximizes water efficiency. Low-flow fixtures reduce consumption 20 percent below baseline. Smart irrigation controllers conserve landscape water use. Stormwater flows to vegetated detention ponds supporting groundwater recharge.

h) Multi-Agency Use

The CRC's network of shared spaces facilitates closer ties between agencies offering expanded community services. The commercial kitchen supports meal programs, classes, catering, and emergency food supply. The classroom provides education, meeting, and emergency shelter venues, including use as a heating and cooling center. The larger gathering areas host events strengthening social connections year-round. Secured storage aids resource staging by diverse organizations.

i) Cost Effectiveness

The County implemented prudent cost management techniques. Efficient structural framing utilizes repetitive steel members. Exposed beam ceilings cut finish costs. Durable materials support reasonable maintenance budgets. Value engineering utilized throughout design development, carefully balanced program priorities with available funding.

Project Challenges

j) Budget Constraints

The County faced major challenges in designing and constructing the CRC within the available budget. The community engagement process identified many desired project features. However, the total scope exceeded projected funding. Cost management is critical from schematic design through construction to deliver the prioritized program elements within budget realities. Value engineering, lean construction techniques, and phasing helped align community goals and fiscal resources. The County also prioritized on ongoing community communication about budget tradeoffs to ensure citizens were kept engaged and apprised in the process.

k) Remote Location

The rural Groveland site provides benefits but also challenges. The lack of surrounding infrastructure required considerable utility extensions and onsite systems as well as challenges with transportation logistics and weather impacted construction schedules. Planning for communication and power resiliency measures was essential given the remote locality. The County focused on critical facility functionality with limited external resources. This includes a sturdy building enclosure, and designing site development systems to withstand extreme weather events.

l) Sustainability

The County achieved sustainability goals by focusing on holistic thinking across disciplines for this remote location. The County focused on limiting material transport distances, specifying local and recycled content materials, integrating waste reduction plans, energy efficiency, and water conservation.

m) Multi-Purpose Spaces

Designing facilities to serve both daily community needs, and emergency roles poses complex challenges. Spaces must function optimally for diverse programs while enabling flexible multi-purposing. Key multi-purpose rooms require extensive electrical, IT, and AV systems to adapt to various uses. Serving daily activities can lead to overuse of critical emergency capacity. As a result, the County developed shared operation and maintenance agreements between stakeholders to provide for resilient resource access during disaster and non-disaster times.

n) Partnership Coordination

The CRC development process required close coordination between county officials, architects, contractors, inspectors, and community groups. Challenges included aligning stakeholder needs, managing feedback, resolving conflicting interests, integrating technical requirements, executing prompt approvals, and maintaining project momentum. The County focused on developing effective communication plans and collaborative processes essential to synchronizing efforts.

Some examples of the collaborative processes included:

- The County Advisory team worked in collaboration with the contracted architecture firm to host public meetings to determine site amenities and programming;
- County staff and the Board of Supervisors collaboratively reviewed property solicitation proposals;
- Using findings from the public meetings, the contracted architecture firm met with the County's NDRC Advisory Team and CRC stakeholders to confirm drafts of the schematic building designs;
- Today, the programming of the CRC provides excellent opportunities to strengthen community partnerships. The function of multiple service agencies renting and sharing CRC space increases the ongoing synergy of social services in Tuolumne County and provides "one-stop" opportunities for residents to access services.

o) Future Expansion

Designing for potential future expansion optimizes the CRC investment. Cost-effective strategies include excess site acreage, modular structures, higher floor-to-ceiling heights, redundant foundation and utility capacity, and flexible space adjacencies. Designed-in expansion capability requires higher initial spending but offers long-term community benefits.

Tuolumne City CRC

Project Overview

Tuolumne City residents were looking for a center more geared towards youth, learning, and providing a catalyst for increased economic development. It was important to locate this proposed center close to the downtown area for ease of access and again re-energizing the downtown economy. The goal of the Tuolumne CRC was to create a facility that fosters opportunity, economic revitalization, and economic resiliency.

Tuolumne City is an unincorporated low- and moderate-income (LMI) area in Tuolumne County. The facility provides a variety of services and programs on a year-round basis including job training, cooking classes, commercial kitchen, immunization clinics, town hall meetings, business incubator services and rabies vaccination clinics. Partners like schools, healthcare providers, social services, and job training organizations, utilize the center for programs that boost economic and social resilience. The CRC also serves as a regional transportation hub for both Tuolumne County Transit and the Yosemite Area Rapid Transit System (YARTS).

Importantly, this project was a collaboration with the Tuolumne Band of Mi-Wuk Indians Tribe. The Tuolumne CRC site consists of two parcels both of which were owned by the Tribe. One of the parcels was purchased at fair market value and the other was donated to the County by the Tribe for the development of the CRC project. The Tuolumne Band of Me-Wuk Indians is a federally recognized Indian tribe located in the foothills of the Sierra Nevada in Tuolumne County, California with a history of community engagement and support. As a result, their partnership on the CRC site is one that is now and will forever be celebrated.

Site Design

The Tuolumne City Community Resilience Center is an approximately 8,775 square foot single-story facility located on a 0.81-acre parcel in Tuolumne City, California. The building contains flexible community space, offices, a commercial kitchen, classrooms, storage, restrooms, showers, and technical support areas. The site also includes parking for vehicles and emergency staging.



Figure 3: Exterior photograph of Tuolumne CRC

The building architecture and materials are designed for longevity, durability, and resilience. Specific design features include:

- 50-year design life to ensure durable, long-lasting construction.
- Non-combustible metal roofing and siding to prevent fire spread.
- Commercial grade doors, windows, and hardware to withstand heavy use.
- High-efficiency HVAC, plumbing, and lighting to reduce energy costs.
- Backup generator and off-grid systems to allow self-sufficient operation.
- Ample storage space to enable an emergency cache of supplies.
- Infrastructure to support communication technology and device charging.
- ADA accessible design to provide equitable access for all.

Project Strengths

a) Multi-Purpose Design

The project team designed the community spaces with flexibility and adaptability in mind. For example, the large meeting room utilizes an operable partition wall. This allows the 3,800 square foot room to be divided in two, providing options for multiple smaller functions. The classroom is designed with storage, sinks, and counters to accommodate different uses. The kitchen is sized to handle an array of activity from catering to community classes to emergency food preparation and distribution.

The site design also supports the multi-purpose use, with the main building and parking on one parcel and a larger open parking area on an adjacent parcel. The large flat parking area provides overflow parking during major events and a staging area during emergencies.

b) Durability

The CRC construction was designed for durability and resilience. The exterior envelope utilizes non-combustible materials like cement board siding, cement plaster, and metal panels. The roofing is standing seam metal and thermoplastic polyolefin (TPO). The doors and windows are aluminum or steel. The structural system uses steel framing. This allows the CRC to withstand additional hazards like earthquakes, floods, and winds. It also reduces maintenance over the lifespan of the center.

c) Emergency Power

The project includes a 250kW diesel generator with integral fuel tank located outside the building. This can power the entire facility in the event of an outage, allowing it to fully operate when utility power is disrupted. Critical systems like lighting, fire alarm system, IT/communications, security system, and egress lighting are connected to both the generator and to battery backup power. This uninterruptable power supply (UPS) ensures operations are not disrupted during the generator startup period.

d) Community Input

A key consideration of the project was robust community input during the design phase. Multiple workshops were held in Groveland, Tuolumne, and Sonora to gather input on the vision, spaces, and uses for the CRC. Participants filled questionnaires to vote on space priorities and rank desired amenities. This direct feedback from residents ensures the CRC meets the needs and goals of the community it aims to serve.

e) Partnerships

By bringing together different community organizations and agencies in the planning process, partnerships were built that will strengthen ongoing operations. The partnership with the Tuolumne Band of Mi-Wuk Indians is an important example, as well as entities like NPO public health department, the school district, police/fire departments, utility companies, and social service providers. All of these organizations were engaged early on and will continue collaboration. Now and in the long term, the CRC will function as a central hub and headquarters for coordination amongst these groups during emergency events or disasters. It also facilitates resource sharing for community programming and classes during daily operations.

f) Telecom/IT Infrastructure

The CRC has updated IT and telecom infrastructure, which is essential for a modern public facility that will double as a shelter facility, as needed. The electrical design includes an Individual Distribution Frame (IDF) room with data racks, cable trays, UPS, and generator-backed power. Outdoor conduits are provided for telephone and internet connections. CAT6 cabling is used throughout the building. This "plug and play" IT infrastructure means faster setup and operations during an emergency event.

g) Sustainability

The facility uses construction-incorporated sustainable design principles to reduce environmental impact. Examples include low-flow plumbing fixtures, daylighting controls, energy efficient and long-lasting LED lighting, and low-maintenance/drought tolerant landscaping. The landscape incorporates a stormwater drainage design that channels runoff through rocks, boulders, and native grasses for filtration. Bicycle parking is included in the site design.

Project Challenges

h) Budget Limitations

The project's \$20 million budget, while substantial, imposed limitations on the possible scope. Initial community outreach resulted in "wish list" space programming that exceeded budget constraints. To address this, the design team collaborated with stakeholders to refine the space programming and reduce scope while retaining desired functions. For example, a large dividable meeting room was provided instead of two separate rooms.

The budget also limited certain project elements. For instance, while solar PV panels would have furthered energy resiliency and sustainability goals, they were not feasible within the current budget. Similarly, backup closed-loop wells onsite for non-potable water use were not possible within budget constraints. Material choices were also impacted, though durability was still prioritized.

i) Land Acquisition

The budget relied on assumptions about potential site conditions and infrastructure needs before a property was acquired. This created challenges in initially projecting accurate costs. Additionally, without a defined site location, it was difficult to integrate community input on preferred locations.

The selection of the final site was made easier through the partnership with the Tribe. The site presented additional design challenges the project was able to mitigate. For example, the parcel is comprised of two lots separated by a roadway. This bifurcated layout presented challenges

for security, access control, and operations, but added ease of transportation and ADA access due to proximity of the road and the addition of new bus service to the CRC. To mitigate, the County placed the CRC on one side of the road and extended parking on the other allowing for flexible use of the parking area as well as increased access for community members.

j) Building Programming

There were difficulties developing an appropriate programming space that met all stakeholder needs within budget constraints. Community engagement created a wish list of programming spaces which were not feasible with the budget. Additionally, accommodating desired functions while meeting code requirements within the building footprint was a challenge. For instance, the design team prioritized securing adequate storage while also providing accessible restrooms and corridors over providing smaller meeting rooms.

k) Sustainability Limitations

The design team had to balance sustainability commitments with budget realities. More aggressive goals for net-zero energy use, on-site water capture and re-use, locally sourced materials, and EV charging infrastructure could not be supported financially. Still, the project integrated economically feasible sustainable strategies. Additional sustainability features can be incorporated over time as funding allows.

l) Future Expansion Limitations

To reduce initial costs, the building was designed without specific allowances for expansion. For example, the structural framing does not account for a potential future second floor addition. The constrained site also precludes expansion possibilities. As community needs evolve in the decades ahead, the lack of growth capability in the design may become a challenge. Repurposing portions of the parking lot for new wings or structures is likely the only expansion option and may be disruptive and cost prohibitive.

Community and Disaster Resilience

Community Resilience

Year-round, the CRCs aim to provide a diverse mix of services meeting community needs. The facilities are available for general community use including meetings, events, performances, and private rentals. The commercial kitchens, outdoor space, and large meeting rooms allow the CRCs to host large gatherings. Shared uses of the commercial kitchens provide flexibility for culinary entrepreneurs. Local restaurants can utilize the kitchen for prep space or providing catering in a licensed kitchen. The kitchen can accommodate pop-ups incubating new food businesses.

The facilities aim to provide space for classes and trainings, healthcare providers to hold mobile clinics and outreach events, human /social services providing counseling and assistance, workforce development agencies hosting job training, Meals-on-Wheels and other food security programs, and public transit operators using the hub for area routes.

The following community partners are currently renting space full-time for the following activities:

- Amador Tuolumne Community Action Agency (ATCCA) - operating food distribution, classes, housing stabilization, counseling, and outreach efforts.
- Columbia College - hosting space for on-line course work with the possibility of culinary classes in the future.

- Health and Human Services – hosting classes, meeting with clients, clinics, and community outreach efforts.
- Sheriff’s Community Service Unit – addressing general law enforcement questions and community outreach efforts.
- Superintendent of Schools – running programs for continuing education.

Additionally, Groveland Community Service District, Mother Lode Job Training, Tuolumne Animal Control, and the Tuolumne County Library/Adult Learning Program anticipate renting space intermittently for community programming and service provisions.

Space is also rented for private events and parties. The appendix shows the rates of rental for private parties, including for large meeting rooms, meeting rooms and kitchens, amphitheater, and the amphitheater and kitchen. The rentals range from one to ten hours, making it appropriate for events ranging from business meetings to large parties. Renting space for community programming and private events while also ensuring that space is ready and able to accommodate the community during times of disaster is a challenge that CRCs must carefully balance.

Finally, construction of the Community Resilience Centers benefited the local economy by providing jobs and contracting opportunities. In the case of the construction of the CRC facilities, the lowest responsible bid went to a local county contractor. Also, to this end, the subcontractors and their labor encompassed roughly 70% from the Tuolumne County workforce.

Disaster Resilience

Disasters like wildfires, floods, and winter storms often disrupt essential utilities and services. Both Community Resilience Centers provide resources enabling residents to go to a shelter. The ability to safely shelter locally protects vulnerable populations who cannot easily evacuate. During disasters, the CRCs serve as a safe place to find shelter, food, a shower, and Wi-Fi so that residents can stay connected to the latest emergency guidance, family, and friends. In the event of major loss of homes or businesses, the CRCs will serve as a hub for disaster assistance providers to assist residents.

The American Red Cross, County Office of Emergency Services, and County Health Department are responsible for mass sheltering at the sites during an emergency event. During an evacuation, the County activates the existing partnership with the American Red Cross to set up the shelter and inform the citizens and media of shelter locations. The American Red Cross then provides the needed staff, supplies, and equipment for shelter operations – including a trailer containing one hundred cots and other shelter supplies.

Key disaster resilience features of the CRCs include:

- Emergency power, water, and communications systems allow off-grid operation.
- Wi-Fi Connections with additional outlets.
- Showers, bathrooms, and dorm-style accommodations.
- Commercial kitchen to provide meals.
- Medical clinic and pharmacy services.
- Case management and mental health counseling.
- Reunification location for separated families.
- Distribution hub for supplies.

- Evacuation and transport staging area.
- Public information and communication center.
- Temporary shelter for pets and livestock.
- Two parking lots to maximize flexible space.

For disaster activation, the Groveland CRC can also provide housing for the California Conservation Corps (CCC) or other first responders. The CCC provided staff for the Rim Fire Recovery, including crews from Auburn, Fresno, Redding, and Stockton. During disasters, the CCC can now utilize the Groveland CRC as a staging area for forest and watershed health work as well as run its Backcountry Trail Program, Veterans Fire Corps, Fire Suppression, and Fire Camp Support out of the facility:

- The Backcountry Trail Program has been the hallmark of the CCC, building and maintaining trails throughout the Sierra Nevada.
- The Veterans Fire Corps trains veterans on fire hazard reduction and provides job placement with the USFS and the Bureau of Land Management.
- The Fire Suppression and Fire Camp Support train crews respond to wildfires and provide support for other agencies in fire suppression.

In addition, the County focused on the following elements to ensure the CRCs would be strong community disaster resilience resources:

- **Parking Lot:** The design team created the parking lots to be larger than what would be normally required for the building size (72,000 sq. ft.). The team also dedicated larger parking stalls to accommodate trailers and emergency vehicles. In Groveland, the team designed the circular driveway to accommodate people with mobility challenges and to be utilized by Tuolumne County Health Department for drive through shot clinic in cases of a major health emergency.
- **Open Space:** There is designated open space at both CRCs. This open space is grated and covered with grass with access to hose bibs, lights electric outlets and Wi-Fi so that it can be utilized for a variety of services. In Groveland, during a wildland fire, this could be a place for firefighters to camp during their down time from the fire. Additionally, the Tuolumne County Animal Control and their emergency volunteer group can use these spaces to set-up temporary pens and animal crates.
- **Amphitheater:** In Groveland, The natural grassy amphitheater can be utilized for first responder community town hall meetings, mass feeding area, and an additional place for first responders to sleep during an emergency event.

Section 3: Funding

Grant Layering

The realities of a decreased overall CDBG-NDR grant from \$117 million to \$70 million and the need for two distinct CRCs resulted in the need to identify an additional funding source. Ultimately, HCD was able to validate to HUD the incorporation of State held Neighborhood

Stabilization Program – Program Income (NSP-PI) funding to supplement the Groveland CRC thus freeing up CDBG-NDR funding for the Tuolumne CRC. This was feasible due to the fact that Groveland had been designated as an Opportunity Zone by the U.S Department of the Treasury and Internal Revenue Service (IRS) and met the statutory criteria for a Low-Income Community. HCD was able to confirm to HUD that the CRC project would increase community cohesion and resilience by providing a public facility for local residents to receive eligible year-round public services and function as a central gathering point in an area near vulnerable populations. Layering the two grants did however increase the County’s workload related to reporting and budget tracking.

Funding Challenges

While the project was fully funded by layering the grants, the County is responsible for ongoing operations and maintenance funding. The County’s general fund will support the costs of staffing, utilities, maintenance, and supplies. The County may face budget and policy challenges in dedicating these annual operational funds. It may impact the hours, staffing levels, programming, and service scope. Creating a business plan and operating agreement amongst partner organizations will help share services costs. But adequate general funding is needed.

Long Term Funding

To combat long-term funding challenges, the County focused on developing a comprehensive financial strategy to ensure long-term sustainability and success of the CRCs. Both CRCs are positioned to rent office spaces and charge facility usage fees to partially cover annual operating expenses. Several months ago, the Tuolumne County Board of Supervisors heard a presentation from the Recreation staff regarding the potential rental rates of all the County facilities including the CRCs. After some back and forth discussion, the Board of Supervisors decided not to go with the Operations break even rate \$75/ per hour per zone for the CRC facilities. The Board directed the Recreation staff to set the CRC rental rate of \$56/ per hour per zone. They also stated that for the CRC facilities, that everyone would be asked to pay the rental fee including non-profit organizations. The Board of Supervisors expressed a desire to come back to revisit the rental rates after a year of full operation of the CRC facilities. Specific details regarding rental leases and operations are provided in "Section 4: Community Resilience Centers in Action."

The County accounted for the following in developing their long-term comprehensive financial strategy:

- **Operations Budgeting:** Estimation and projection of annual operations and maintenance costs for a five-year period were outlined in pro formas to quantify identified ongoing expenses (refer to [Appendix D: Five-Year Pro Forma](#)).
- **Staffing Costs:** Defining and budgeting staffing levels and salaries, which might have been excluded from the pro formas.
- **Utilization Monitoring:** Tracking usage to identify low-utilization periods, enabling adjustments to programming and justifying budget needs.
- **Life Cycle Costs:** Aiming for a 50-year lifespan as a goal, conducting life cycle cost analysis to inform long-term maintenance funds.
- **Renewal and Replacement:** Budgeting capital reserves for eventual system or component replacements.

- **Alternate Funding Sources:** Considering potential sources such as bonds, public-private partnerships, corporate sponsorships, or state/federal grants.
- **Cost Reduction Opportunities:** Exploring strategies like value engineering, emphasizing energy efficiency, and utilizing multi-purpose spaces to minimize costs.

Section 4: Community Resilience Centers in Action

Services

The two CRC facilities experienced delayed starts due to weather and slow materials delivery during the COVID pandemic. But, during the first winter after major construction was complete in (2022), as County staff was finishing audio visual installations and other punch list items, the County opened the CRC as a shelter. FEMA then rented the facility as a Disaster Services Recovery Center for a month and half.

At the time of writing this Toolkit, the County has finalized construction, completed audio visual installation, obtained furniture, and partner agencies have begun moving into the spaces. The Sheriff's Community Service Unit, Amador Tuolumne Community Action Agency, Red Cross and the Superintendent of Schools are scheduled to move in and begin service provision by January 2024. Columbia College is anticipated to move in and begin service provision by Spring 2024. The partners plan to provide the following services and programs in the CRC facilities:

At both CRCs:

- Amador Tuolumne Community Action Agency – Food distribution, housing stabilization counseling, case management, and various training programs.
- Health and Human Service Agency – Social Services outreach and case management, public health classes and clinics, behavioral health counseling, group sessions, and training.
- Red Cross – Aid to people in need, education and training courses, and community outreach.
- Tuolumne County Sheriff's Community Service Unit – Volunteers to take incidents reports, answer basic law enforcement questions, and direct people to resources.

At the Groveland CRC

- Columbia College – On-line and in person college and community courses.

At the Tuolumne City CRC

- Tuolumne County Superintendent of Schools – High school classes for young adults, homework assistance, and monitoring programs.

Operations and Maintenance

Effective operations and maintenance of the Community Resilience Centers is crucial to ensuring their continuous service to the community. The current plan is included in [Appendix E: Operations and Maintenance Plan](#).

The management of the Community Resilience Centers is the responsibility of the County's Recreation Department. They are responsible for the day-to-day use, scheduling and coordination of needed maintenance and repairs of the facilities. While no permanent Recreation staff reside at the CRCs, recreation staff makes periodic stops at the facility after major events and to check-in with leaseholders.

Recreation staff also works with the County's Facilities Management Division (Facilities) to ensure both routine maintenance and needed repairs are conducted on the CRC buildings. Facilities provide housekeeping and landscaping services for all County buildings. To address other needs at the CRC, the Recreation staff places workorders for the CRCs through Facilities' on-line system. For emergency repair or housekeeping issues, there is someone from Facilities on call afterhours and on weekends.

Ongoing staffing encompasses administration, office work, event coordination, and general facility upkeep. Staffing levels should be able to scale up as needed during disasters. Regular facility maintenance like cleaning, landscaping, inspections, and repairs helps avoid equipment failure and maintain a welcoming environment. Preventative maintenance of core mechanical systems such as HVAC and commercial kitchen equipment will be conducted based on established contracts.

Management of utilities, supplies, IT systems, communications platforms, insurance coverage, and facility rentals are also essential operational components. Backup generators require careful maintenance with routine testing and fuel supply checks. Operating the generator periodically under load conditions is important to ensure functionality during outages. Outdoor maintenance must also be conducted for landscaping, hardscapes, parking lots, and other exterior amenities subject to heavy usage.

By conducting proactive, ongoing maintenance and management of staffing, facilities, equipment, utilities, and supplies, the CRCs will be able to continuously serve communities with both everyday services and during disaster events. Dedicated operations and maintenance enable the CRCs to provide vital services and remain functional assets for their communities. Establishing rental policies and fee structures provides revenue to offset operations and maintenance costs.

Section 5: Key Takeaways and Lessons Learned

Financial Sustainability

The five-year CRC facilities pro-forma schedules: [Appendix D: Five-Year Pro Forma](#) show that both the Groveland and Tuolumne CRC are financially sustainable. There is a net anticipated operating income of \$8,500 in year four and then \$17,895 in year five. These funds will be reinvested back into the facilities for additional operational staff, maintenance, or purchase of equipment or miscellaneous unanticipated expenses.

Operational Preparedness

While the CRCs were planned as spaces to be used year-round, detailed protocols for usage during a disaster have been developed into a plan. This plan is an annex to the County's overall Emergency Operations Plan. After each utilization of the CRCs during a disaster, the County's OES Team will conduct an After-Action Report to assess the use of the CRCs. Basically, this action plan will look at what went well and what did not go well in the utilization of the CRCs during the disaster. From there, if needed, the Emergency Plan ([Appendix C: Emergency Plan](#)) for the CRCs will be adjusted. Periodically, County OES, Health and Human Services, and the Red Cross will meet and conduct tabletop exercises regarding the use of the CRCs in an emergency. During those exercises first responders and volunteers will go over subjects like which organizations have priority over certain spaces, how supplies are accessed, where first responders will stage from, staffing models, and contingency strategies. Continuing to update the CRC Emergency Plan and training staff on utilizing the buildings during an emergency is crucial to optimize the facilities for their intended resilience role when needed.

Community Engagement

Community involvement and input was critical to the success of the CRC facilities conceptual design and programming. Multiple public meetings were held in Groveland, Tuolumne and Sonora to solicit direct input on desired spaces, features, and vision from residents.

Questionnaires allowed participants vote and rank their space priorities. The County engaged potential operational partners and community stakeholder advisory committees early in the process to provide guidance. This inclusive process-built partnerships, allowed the facilities to be tailored to local needs, and created buy-in.

Public meetings were also key to meeting local needs and build community resiliency. Tuolumne County's interactive techniques to solicit input, and processes to incorporate community feedback helped ensure the CRC plans were aligned with local priorities and goals. The greatest lessons learned from the community engagement process includes the importance of hearing directly from community members about what should be included in the facilities, and the value of bringing community members together in public meetings to collaboratively determine the spaces and features needed. More specifically, lessons learned included the need to consider the following:

- **Get broad community input early in the process.** Tuolumne County held multiple public meetings in Groveland, Tuolumne, and Sonora early in the planning process to gather input on community needs and priorities for the CRCs. This helped guide the development of the space programming.

- **Involve diverse community stakeholders.** The county assembled a Community Stakeholder Advisory Committee with representatives from different geographic areas and service providers. An Operational Stakeholders Advisory Committee brought together potential partners and users of the CRCs. This ensured diverse perspectives were incorporated.
- **Use interactive techniques to gather input.** The public meetings used methods like dot voting and large matrices to have community members identify and prioritize desired spaces and functions. This hands-on approach helped generate robust feedback.
- **Listen to community goals and vision.** Though the input exceeded the budget, the county tried to design the CRCs to meet the goals of fostering social cohesion and economic revitalization that the communities expressed. The different focuses of the Groveland and Tuolumne CRCs aligned with what each community wanted.
- **Keep the community updated.** Periodic public meetings and presentations to the Board of Supervisors allowed the county to report back on the status of the project, get feedback on draft plans, and maintain community engagement.
- **Consider partnerships early.** Engaging potential operational partners through the advisory committee helped the county identify opportunities for collaboration in operating the CRCs.

Feasibility Analysis

A key challenge the County faced in creating of the Community Resilience Centers was balancing the community needs and vision with budget constraints. In analyzing the feasibility of the schematic design narratives for Groveland and Tuolumne City CRCs, it was important to understand whether desired scopes fit within budget constraints. In this analysis, the County found that producing designs for Groveland and Tuolumne City that encompassed all of the desired spaces and potential features for the respective locations resulted in development costs that could not be fully supported by the available budget. To combat the constraints, the County highlighted the importance of analyzing feasibility by comparing desired facility scopes with community input to budget limitations, and worked with stakeholders to reach consensus on final designs.

Replicability

The National Disaster Resilience Competition stipulated the development of partnerships and materials to support the program’s replicability. In addition to building sustainability throughout Tuolumne County, the pilot CRCs are intended to serve as a proof-of-concept for replication throughout California and the Western United States. To that end, in the 2021–2022 Climate Resilience budget, California’s Strategic Growth Council (SGC) was allocated \$100 million to implement the Community Resilience Centers (CRC) Program. In July 2023, SGC launched the first round of a statewide grant competition to fund neighborhood-level resilience centers to provide shelter and resources during climate and other emergencies, as well as year-round services and programming that strengthen community connections and ability to withstand disasters. As CRCs continue to expand around California, this toolkit will serve as a resource for

NGOs, tribal entities, other state departments, cities, counties, and organizations hoping to understand the process, funding sources, challenges, and lessons learned to establish future CRCs.

Next Steps: Where Do We Go from Here?

The Community Resilience Centers were designed and constructed to operate as living buildings. To ensure resilience, the CRC is intended to dynamically evolve to the needs of the community. As such, continuous assessment and iteration of the programs and services provided at these facilities is vital to the success of the CRCs. As the CRCs commence the first year of operations, staff will focus on the following actions:

- County staff will continue to expand the tenancy of facility Partners.
- County staff will collaborate with County OES and First Responders to develop protocol around the use of the facility during emergencies.
- County staff will work with the community to assess the efficacy and reach of the programs and services provided at the CRCs and make adjustments as necessary.
- County staff will partner with Visit Tuolumne County to market the CRCs to outside agencies/businesses to promote conference rentals.
- Recreation and Facilities Management will assess both operational and maintenance needs of the CRCs and make adjustments as necessary.
- Recreation will assess the rental of the CRCs and make recommendations on the use and rental fees.
- County staff will continue to knowledge share by provide information, lessons learned, and tours of CRCs to various agencies looking at developing CRCs.

Appendix A: Glossary

Glossary

California Native American Tribe - A Native American Tribe that is on the contact list maintained by the Native American Heritage Commission (NAHC) for the purposes of Chapter 905 of the Statutes of 2004 (Pub. Resources Code, § 21073).

Campus Amenities - Activities related to construction or improvements to amenities at or based in the CRC Facility that strengthen the local community's resilience to climate and other disasters, such as a microgrid or shade trees located on site at the resilience center.

Community Development Block Grant National Disaster Resilience (CDBG-NDR) - funding totaling \$1 billion to communities to rebuild in a more resilient way following major disasters.

Climate Resilience – Resilience as it relates to climate change is the capacity of any entity – an individual, a community, an organization, or a natural system – to prepare for disruptions, recover from shocks and stresses, and adapt and grow from a disruptive experience. For CRC program, climate resilience is strengthened locally through specific strategies, activities, and capacity to prepare for climate impacts including drought, extreme temperatures, floods, sea level rise, and wildfires.

Community Engagement - The process of working collaboratively with and through groups of people affiliated by geographic proximity, special interest, or similar situations to address issues affecting the well-being of those people.

Community Resilience – The capacity of a community to withstand, recover, and learn from adverse events (climate or otherwise) and strengthen future response and recovery efforts. Inclusive of resources, connections and networks, knowledge and information, trust and social cohesion, access and opportunities, and overall equity and well-being.

Community Resilience Services and Programs - Services and programs that operate out of the CRC Facility that build community resilience and encourage year-round use of the CRC Facility, in addition to use during emergency activations.

Community Watershed and Resilience Program (CWRP) – a collection of innovative, scalable projects, or Pillars, which would address impacts of the Rim Fire, increase wildfire resilience, and serve as replicable models for the Western United States. The three CWRP Pillars are: Forest and Watershed Health, Biomass Utilization Fund, and Community Resilience Centers.

CRC Emergency Plan – Plan outlining processes and procedures that will take place at the CRC Facility during emergencies. Includes mobility, emergency communications, coordination, and agreements.

CRC Facility – Facility serving as Community Resilience Center. Campus Amenities and community resilience services and programs must be connected to and based out of the CRC Facility, respectively.

Disaster - A serious disruption of the functioning of a community or a society at any scale due to hazardous events interacting with conditions of exposure, vulnerability, and capacity, leading

to one or more of the following: human, material, economic and environmental losses, and impacts.

Hazard - An event or physical condition that has the potential to cause fatalities, injuries, property damage, infrastructure damage, agricultural losses, damage to the environment, interruption of business, or other types of harm or loss.

Mitigation – An effort to reduce the loss of life and property by lessening the impact of disasters.

Natural Hazard – An environmental phenomenon that has the potential to impact societies and the human environment.

National Disaster Resilience Competition (NDRC) – a national program administered by the U.S. Department of Housing and Urban Development (HUD) that provided Community Development Block Grant National Disaster Resilience (CDBG-NDR) funding totaling \$1 billion to communities to rebuild in a more resilient way following major disasters.

Risk - The likelihood of loss of life, injury, or destruction and damage from a disaster in a given period.

Rural Community – a rural community as defined by California Health and Safety Code 50199.21, which includes areas that satisfy any of the following criteria:

- a. Is eligible for financing under the Section 515 program, or successor program, of the Rural Development Administration of the United States Department of Agriculture
- b. Located in a nonmetropolitan area as defined in CA Health and Safety Code Section 50090
- c. Is either (1) an incorporated city having a population of 40,000 or less as identified in the most recent Report E-1 published by the Demographic Research Unit of the Department of Finance, or (2) an unincorporated area which adjoins a city having a population of 40,000 or less, provided that the city and its adjoining unincorporated area are not located within a census tract designated as an urbanized area by the United States Census Bureau. The department shall assist in determinations of eligibility pursuant to this subdivision upon request. With respect to areas eligible under subdivision (b) and this subdivision, the committee may rely upon the recommendations made by the department. Any inconsistencies between areas eligible under subdivisions (a) and (b), and this subdivision, shall be resolved in favor of considering the area a rural area. Eligible and ineligible areas need not be established by regulation.

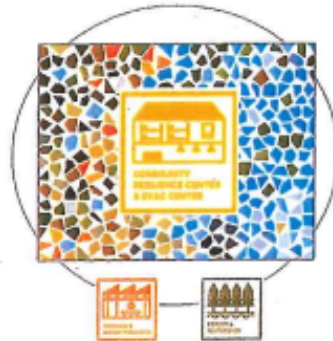
Shelter - A disaster-relief location that provides a roof overhead, food, water, sanitation, and support to residents in maintaining their basic living needs until they can return home. Shelters will not duplicate residents' usual standards of living whether or not they have disabilities or access and functional needs. Shelters can be identified as primary or secondary shelters, depending on accessibility.

Appendix B: Community Engagement Process

Process Snapshot

NDRC Community Resilience Center Project HUD Performance Item: Number of Community Meetings and Participation May 2016 – April 2019		
Type of NDRC CRC Meeting	Date	# of Participants
Community Meetings		
Community Stakeholder Advisory Meeting	September 20, 2017	12 People
Community Stakeholder and Operational Stakeholder Advisory Meeting	October 5, 2017	28 people
Community Meeting- Groveland	October 17, 2017	53 People
Community Meeting- Tuolumne	November 2, 2017	41 People
Community Meeting- General (Sonora)	November 14, 2017	24 People
Presentation to Tuolumne County Business Council	November 7, 2018	15 People
Community Meeting- Tuolumne	March 21, 2019	19 People
Community Meeting- Groveland	March 27, 2019	78 People
Tuolumne County Rotary Club	April 9, 2019	16 People
Tuolumne County Chamber of Commerce	May 6, 2019	Anticipate 20-25 People
Board Meetings		
NDRC Resolution Authorizing County Administrator to execute Agreement	September 6, 2016	
NDRC Agreement between HCD and County	May 2, 2017	
Presentation on the Status of the NDRC Grant	May 2, 2017	
Authorization to release RFQ for Architectural Services	May 16, 2017	
Authorization to release a RFP for NDRC Consulting Services	May 16, 2017	
Update on CRC Project and consideration of Project Team Structure	August 15, 2017	
Awarding Agreement for NDRC Architectural Services	August 15, 2017	
Awarding Agreement for NDRC Consulting Services	September 5, 2017	
Presentation on the Status of the NDRC Grant	December 5, 2017	
Approval of Amendment to Architectural Services Agreement	February 6, 2018	
Authorization to release RFP for Environmental Services	May 15, 2018	
Awarding Environmental Services Agreement	August 7, 2018	
Presentation on the Status of the NDRC Grant	November 6, 2018	
Approval of CEQA Environmental Documents	May 6, 2019	
Presentation of CRC Project Phase I and Direction to Staff on next steps	May 6, 2019	

Invitation



NDR Community Resilience Center

Public Meetings

Tuolumne County, in partnership with the State of California, applied for and was awarded National Disaster Resiliency Competition (NDR) grant funding of nearly \$70 million as a result of impacts to our community from the Rim Fire. One of the projects associated with this grant is a Community Resilience Center(s). The County has been given the opportunity to lead the effort in designing and building one or two Community Resilience Centers.

We are seeking the public's input on this project. Please join us and give input of the design of a Community Resilience Center(s).

Groveland

Date: October 17, 2017

Time: 6:00 p.m. – 8:00 p.m.

Location: Groveland Community Hall

Tuolumne

Date: November 2, 2017

Time: 6:00 p.m. – 8:00 p.m.

Location: Tuolumne Memorial Hall

Sonora

The purpose of the Sonora meeting is for Lionakis Architects to present the findings from all of the public meetings and ask for any final input before they put together the Community Resilience Center Program Document.

Date: November 14, 2017

Time: 6:00 p.m. – 8:00 p.m.

Location: Board of Supervisors Chambers

Meeting Schedule

NDRC Community Resilience Center Project Tuolumne County



Public Meeting Schedule

Community Stakeholder Advisory Meeting

Date: September 20, 2017

Time: 1:30p.m. – 4:00p.m.

Location: Board of Supervisors Chambers

Community Stakeholder and Operational Stakeholder Advisory Meeting

Date: October 5, 2017

Time: 1:30p.m. – 4:00p.m.

Location: Board of Supervisors Chambers

Public Meeting - Groveland

Date: October 17, 2017

Time: 6:00p.m. – 8:00p.m.

Location: Groveland Community Hall

Public Meeting – Tuolumne

Date: November 2, 2017

Time: 6:00p.m. – 8:00p.m.

Location: Tuolumne Memorial Hall

Public Meeting – Sonora

Date: November 14, 2017

Time: 6:00 p.m. – 8:00p.m.

Location: Board of Supervisors Chambers

Appendix C: Emergency Plan

CRC Use During an Emergency

Activation

As noted earlier, the CRC facilities can be utilized during emergency events in a variety of ways specific to the type of emergency event and the needs of the community. The County maintains full authority of the CRCs and will act as primary point of contact during an emergency event. All lease and rental agreements include provisions that the County reserves full authority over all areas of the buildings during an emergency event. Potential uses of the facilities are described in detail below.

Emergency Shelter

One of the hardest things to be told is to evacuate from your home. You are leaving your home, not knowing if you will ever be able to return. That home not only holds all your possessions, but it also contains precious memories of family and loved ones. When residents are notified, they must evacuate, they often do not take all the necessary items to sustain them for a couple days or weeks.

As much as possible, evacuations are planned and executed as a coordinated effort by all First Responders in the County. In Tuolumne County, the primary responsibility of calling for and implementing an evacuation is the Sheriff's Office. The County utilizes the following two tiered approach, when possible, to evacuations:

- **Evacuation Warning-** Issued when an evacuation order is eminent. It includes the specific geographical area that may be evacuated and procedures that should be followed to prepare for an evacuation.
- **Evacuation Order-** Issued when there is an immediate threat to life and/or property. The evacuation order contains specific geographic areas to be evacuated and procedures to be followed.
 - * It should be noted that First Responders try to give as much notice as possible when issuing evacuation information. Some emergency events develop so fast that First Responders cannot go through all the steps of the evacuation process and must go straight to an Evacuation Order.

The County enjoys a great relationship with the American Red Cross, Salvation Army, service clubs and other volunteer groups. When Tuolumne County experiences an emergency event, these volunteer groups come out and support the community many different ways. As for mass sheltering, the burden of this task falls on County Office of Emergency Services, American Red Cross, and the County Health Department.

During a major event, when the County calls for an evacuation, County OES will work with the Red Cross and Public Health to:

- Assess the emergency situation and figure out the number and type of shelters needed
- Assess possible transportation needs and make needed arrangements
- Establish the shelter(s)
- Make arrangements for people needing special evacuation accommodations

- Put together shelter information and disseminate to the media and public

The Red Cross will do what they do best, bring in needed staff, supplies, and equipment for shelter operations. County staff will support their efforts with additional staff and/or supplies. The American Red Cross has a trailer staged in Tuolumne County for the specific use when a shelter is needed. The trailer contains 100 cots, blankets, coffee pots and associated accessories, wheelchairs, and an activity box of items for children. If more emergency shelter supplies are needed, additional Red Cross trailers can be requested from other neighboring counties. Food and water for these shelters would be provided by the Red Cross, the County and other volunteer groups.

For sheltering activities, the CRC facilities can be set up several ways depending on the number of people being evacuated and the length of the evacuation. The CRC facilities were designed with flexible spaces to provide optional layouts depending on need. Description of how the various CRC facilities spaces could be utilized for a mass sheltering operation is described below:

Parking Area- The parking areas at both facilities are larger than necessary based on capacity of the CRC buildings. During a mass shelter operation, this additional parking capacity will be instrumental in providing parking for residents, shelter staff, and people making deliveries.

Lobby Area- We will have staff either outside the CRC buildings or right inside the lobby area to answer people's questions or direct them to the right location. We would conduct shelter registration in this area and post emergency event information on the monitor in the lobby. To protect the privacy of those evacuated, there will be no media allowed in the building.

Offices- These offices could be utilized by the agencies who have rented those spaces to assist with evacuation efforts or could be utilized by shelter staff as private meeting rooms. These office spaces could be utilized for the following:

- County and Red Cross staff office space in which they could participate remotely with EOC and other emergency staff
- County and Red Cross staff could have one-on-one conversations with evacuated people
- Behavior Health could provide counseling services
- Business and Innovations Department could provide business counseling and assistance information
- Superintendent of Schools/Columbia College could assist students with studies and homework assignments

Classroom- The classroom can be utilized for a number of activities during a mass evacuation. As mentioned earlier, this classroom could be utilized for the following:

- Space for shelter staff to participate in video conference calls with the EOC and other first responders
- Space for sheltering people with access or functional needs.
- Space for Public Health to conduct wellness checks on evacuated/sheltered people
- In-door play area for kids

- Computer banks could be set-up to assist evacuees in getting and sending messages out to family and friends
- Meeting rooms for people to meet with first responders
- Temporary storage for donated items
- Workspace for Radio Amateur Civil Emergency Service (Ham Radio Operators) to set-up radio communication equipment

Kitchen- The kitchen area would be the central area in which all food preparation; cooking and meal service will be provided. The kitchens in the CRCs are designed and built as a full commercial kitchen with lots of storage area for food donations; prep tables and counter space; side door to the parking lot for ease of food deliveries; and two passthrough counter tops for meal delivery to the large conference room. For the most part the Red Cross along with Community Service Clubs will be responsible for the feeding of people being sheltered.

Large Conference Room- As described earlier, the large conference rooms can be utilized during a mass evacuation event in several ways depending on the need. This room can be kept as one large conference room or divided into two individual rooms. The County and Red Cross could utilize one of the rooms for sleeping and the other for feeding, games or presentations. There are a total of six large monitors in the large conference room that can run different programming when necessary. First Responders can make presentations to evacuees in this room.

Amphitheater (Groveland)- The amphitheater could also be utilized in a variety of ways during an evacuation. The uses of this area could include the following:

- Additional space for evacuees to sleep (tents)
- Additional space to feed evacuees and First Responders
- WiFi access for personal mobile devices
- Outdoor play area for children
- Presentations by First Responders

Staging Area (Groveland)- There is an open space in the back of the CRC facility adjacent the parking lot, and outside patio and bathroom. During an emergency event requiring evacuations this area could be utilized for the following:

- Additional sleeping space for evacuees with pets (tents)
- A place for Wildland firefighters to sleep (tents)
- Staging area for Animal Control

Public Health

Whether it is a direct public health emergency or public health services are needed during an emergency, the CRC facilities will assist the County Public Health Department in delivering services to the community. In either case, the Public Health staff is committed in working with other health providers in the community during emergencies.

The Public Health Department staff has prepared emergency plans and works in conjunction with other First Responders in responding to and recovering from health-related emergencies. For these types of emergencies, the Health Department could utilize the CRC facilities for the following:

- Vaccination and/or testing clinics
- Triage centers
- Additional medical care facility

To activate the CRCs for a health emergency, the County Health Officer in conjunction with the Public Health staff would contact the County Administrator's Office/ County OES. The Health Department would then utilize the various rooms at the Center to fit their needs. Utilization could include the following:

- **Parking Lots-** Drive through vaccination and/or testing clinics in the parking area. The Public Health staff and volunteers would set up cones, lanes, pop-up tents and signage in the parking lot to direct traffic through the CRC parking lot to receive their vaccination/test.
- **Offices-** The Health and Human Services Agency, which includes the Public Health Department, rents office space at each of the CRC facilities. They would utilize that office and maybe others for medical staff to meet, do their paperwork and make phone calls. They could also utilize this space as place to meet one-on-one with residents/patients.
- **Classroom-** The CRC classroom could be utilized in a variety of ways. These include but are not limited to the following:
 - Assessing and treating people from a mass causality incident
 - Consultation room in which medical staff, family members and/or patients can meet
 - Medical staff to hold meetings, participate in video conference calls and store medical supplies
- **Kitchen-** With the assistance of County OES, Red Cross and Service Groups, meals could be prepared out of the kitchen for the patients, family members and staff. The Public Health staff could also bring in their own refrigerators for medicines and supplies that need to be kept cold.
- **Restrooms-** Both the Men's and Women's restroom has a shower. These could be utilized by the medical staff and the residents/patients.
- **Large Conference Room-** For a health emergency, the large conference room could be utilized in a variety of ways. As mentioned above it could be utilized for: vaccination clinics, testing site, triage center or as an additional medical care facility. Each one of these scenarios is described in more detail below.

Vaccination/Testing Clinics- Just like the parking lot area, the large conference rooms could easily be set up for mass vaccination clinics or testing sites. One side of the large conference room could be set-up to take patient information/screening and the other side could be used to administer the test or vaccinations.

Triage Center- Being a tourist town we often have large commercial tourist buses coming through town especially as they head up to the mountains to camp/ski or to go to Yosemite National Park. When there have been bus crashes previously, the County has often looked for a space to take the passengers/patients with minor or no injuries before they can be treated at a hospital or transported home. During these mass causality events, the CRC can serve as a triage center.

The Incident Commander or their designee would contact County OES and request the use of the nearest CRC facility. Additional support for staffing the triage center would come from: County Ambulance, Fire Agencies, Law Enforcement, Public Health Department, Red Cross and other service providers. The large conference room could be set up with cots, tables, and chairs. The whole room could be utilized as the triage center or it could be divided in two for different activities. The audio-visual equipment in the room would be utilized to make presentations or to entertain the people staying in the center.

Medical Care Facility- Adventist Health Sonora is the only hospital in the County. They offer a wide variety of services with a 152-bed facility (72 acute beds, 12 swing beds and 68 skilled nursing beds). We also have a higher-than-average elderly population with many of those people residing in assisted care facilities throughout the county.

The large conference room at the CRC facilities could be utilized to provide medical care for people if necessary. Two examples of such a need are 1) the evacuation of an assisted care facility, or 2) provide additional hospital beds or treatment space during an epidemic or pandemic. .

To utilize the CRCs as a temporary medical care facility a number of agencies and groups would need to come together to assist in setting up the facility and staff it. Again, County OES would work in conjunction with Public Health, Adventist Health Sonora, Assisted Care Providers, Fire Departments, Red Cross and other community groups. The large conference room would be set-up to address the needs of the people we were serving.

Emergency Response Presentations

During any emergency, communication is vital for both First Responders and the community. Knowing what is going on is paramount in responding to and recovering from an emergency event. Providing accurate and timely information to the public is critical and a role that we take seriously in the County. This is especially true when we have an emergency event that spans several days or even weeks.

County OES along with other First Responders utilize a variety of platforms to get emergency information out to the public. These platforms include, but are not limited to, the following: County webpage; Facebook pages; press releases; interviews with the media and town hall meetings or briefings.

The CRCs are a good place, especially if they are also serving as an evacuation center, to hold town hall/briefing meetings with the community. At both CRCs the large conference room is designed for such presentations. This room contains a large retractable stage at one end with 6 monitors and speakers located throughout. Tables and chairs are located in the storage room just off the

conference room. From the podium a computer laptop can be plugged into the audio-visual system for presentations. The whole building is also WiFi enabled.

If a smaller group meeting or a one-on-one meeting is needed, then the classroom or one of the offices could be utilized by first responders. The Classroom is outfitted with audio-visual equipment with video conferencing capabilities, including a monitor in the front of the classroom and sound system. A laptop can be plugged into the classroom system and projected on the monitor.

At the Groveland CRC, emergency response presentations can be made in the amphitheater. The amphitheater seats 200 people with several access points. There is a stage area in front with electrical outlets for a microphone. The amphitheater is also WiFi enabled and has lights so it can be utilized in the evening as well.

Shelter For First Responders

During the Rim Fire a variety of resources were needed to respond to this emergency event. Through the State and Federal mutual aid system, First Responders from around the State and even outside California came to assist us. Finding lodging for everyone often becomes a challenge during large events like the Rim Fire. For the U.S Forest Service, the practice during a wildland event is for their personnel to set up a camp in a designated area and sleep in tents. For the Rim Fire the U.S. Forest Service and other firefighters slept in one of our local parks in Groveland. This park is in the center of town and is adjacent to Hwy 120. Although it is a beautiful park there is a lot of traffic and noise.

At the Groveland CRC, we have designed and built an open space that could accommodate a variety of activities. This two-tiered open space area is in the back of the CRC parcel and is near the outdoor restrooms. It has a lighted walking path running through the space and there are hose bibs nearby. One of the activities that could take place in this area would be a sleeping area for First Responders during an emergency event or for the California Conservation Corp. (CCC) to set-up a spike camp to conduct a project in the area. Any group staying in this area could utilize the CRC outdoor and indoor bathrooms (including showers), kitchen, classroom, or large conference room. To utilize this space, the agency leader would contact the County Administrator's Office to make arrangements.

Animal Sheltering

Tuolumne County Animal Control is the lead agency when it comes to the evacuation and sheltering of animals in the County. Working in conjunction with the Sheriff's Office and County OES, Animal Control will work with their various support groups during an evacuation. Once an evacuation is called, Animal Control will assign staff to assist in getting animals out of the evacuation area while additional staff are setting up the support mechanism needed for sheltering the displaced animals.

The sheltering of animals will depend on several factors. The type, duration and location of the emergency will predicate where animals will be sheltered. Another consideration is the type of animal being sheltered, for example farm or domestic animals. Animal Control staff have developed a wide range of emergency contingency plans that could be implemented on a moment's notice.

They are well stocked with portable pens, cages, fencing and trailers. Often, residents, not effected by the emergency event are willing to provide their pasture lands to others needing to shelter their animals.

During a major emergency event, Animal Control and their volunteer staff would utilize the Sonora Fairgrounds as their main location to shelter both farm and domestic animals. The CRC facility would be another tool for Animal Control to utilize when evacuating animals. They could utilize space at the CRCs as a temporary holding area until the animals could be transferred down to the Sonora Fairgrounds, or they could be utilized to house the animals of people sheltering at these facilities.

At the Groveland CRC, the outside open tiered area in the back of the site could be utilized for the staging and sheltering of animals. These areas are nice open spaces with hose bibs nearby. They are also easily accessible by a walking path and are adjacent to the parking lot for ease of transportation. Also, in Groveland, the Groveland Community Services District has offered up use of their fields, which is adjacent to the CRC property, for the sheltering of livestock if needed.

At the Tuolumne CRC, Animal Control has two areas in which they could utilize for the sheltering of domestic animals. The first area would be to utilize a portion of the parking lot across from the CRC building. There are electrical outlets in the parking lot light poles and a hose for water can be connected to the adjacent fire station. The second area for sheltering animals is on the back patio area off the large conference room. This area is approximately 1,380sq.ft. and is completely fenced in. There is a mixture of hard scape and grass in this area. There is outside access to this back patio area from both sides of the building.

Recovery Efforts

The cleanup, rehabilitation, and restoration efforts after a major event takes a considerable amount of time (often years). Recovery efforts also take a considerable amount of cooperation to fully recover from a devastating event. It is anticipated that local government resources and finances after a large-scale event will be severely strained, and that aid from the federal, state, and local government along with non-profit organizations will be needed.

Recovery assistance will be needed in two primary areas, 1) Public Assistance for infrastructure, facilities and programs typically provided by the County and local governments and, 2) Individual Assistance for residents and businesses who have lost real and/or personal property.

Public Assistance will be organized and managed by County OES and other local governments through the County's Emergency Operations Center.

Individual assistance for residents, the Groveland and Tuolumne CRCs can be utilized as a recovery center or disaster assistance center. The CRCs can be set-up as "one-stop-shops" to provide residents access to a variety of sources for assistance in recovering from the disaster and getting back on their feet. County OES working in conjunction with other governmental agencies and non-profits would open the CRCs to provide information and resources on a variety of services. These could include the following:

County Government

- Animal Control- Lost pets and dog licenses, pet foster assistance
- Assessor/Recorder- Tax Information and records.
- Building Division- Building permits and rebuilding process.
- Building Innovation- Business recovery and assistance.
- County Fire- Building information.
- County OES- Emergency event information and resource information
- Environmental Health- Clean up advice and process.
- Health and Human Services- Counseling services, public assistance, and other resources.
- Public Works- Road information and cleanup efforts.
- Sheriff- Law enforcement information, address sign program.
- Solid Waste Program- Cleanup advice and process.

Other Agencies

- Groveland/Twain Harte Community Service Districts- Provider/customer information.
- Insurance Companies- Provider/customer information.
- PG&E- Provider/customer information.
- State Small Business Association- Business recovery assistance, small business loans.
- Superintendent of Schools- School information and resources.
- Tuolumne County Transit Authority- Transportation assistance.
- Utilities and Sanitary Districts- Provider/customer information.
- U.S Postal Service- Temporary mail delivery information.

Support Organizations

- ATCAA- Housing vouchers, rental assistance, and food bank services.
- Community Groups- Offering resources and assistances of various types.
- Interfaith- Donation resources.
- Motherlode Job Training- Employment resources.
- Red Cross- Temporary recovery resource assistance.

As a resource center, the Community Resilience Centers can be set-up in a variety of ways. The classroom and offices could be utilized for initial screenings; one-on-one conversations; or for small group presentations. The large conference room could be set-up with various booths/tables with representatives from various agencies. The room could also be split in two with one side containing representatives from various agencies while the other area could be set-up to conduct presentations or utilized as a donation center.

Appendix D: Five-Year Pro Forma

Tuolumne County CRCs
5-Year Proforma

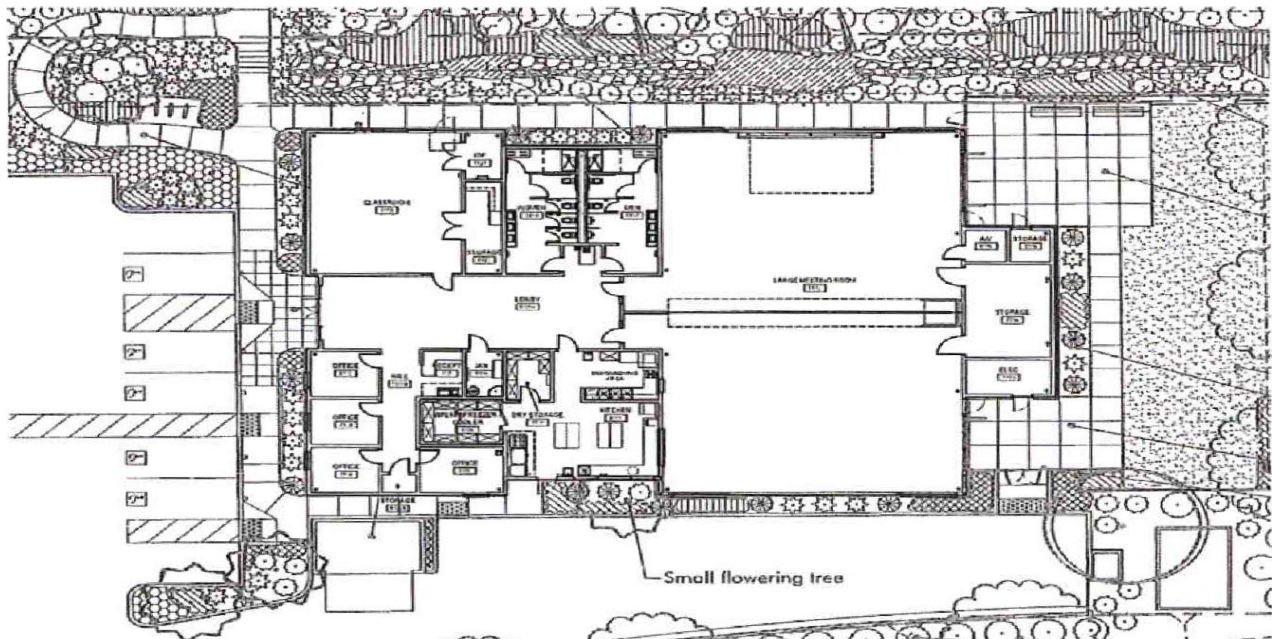
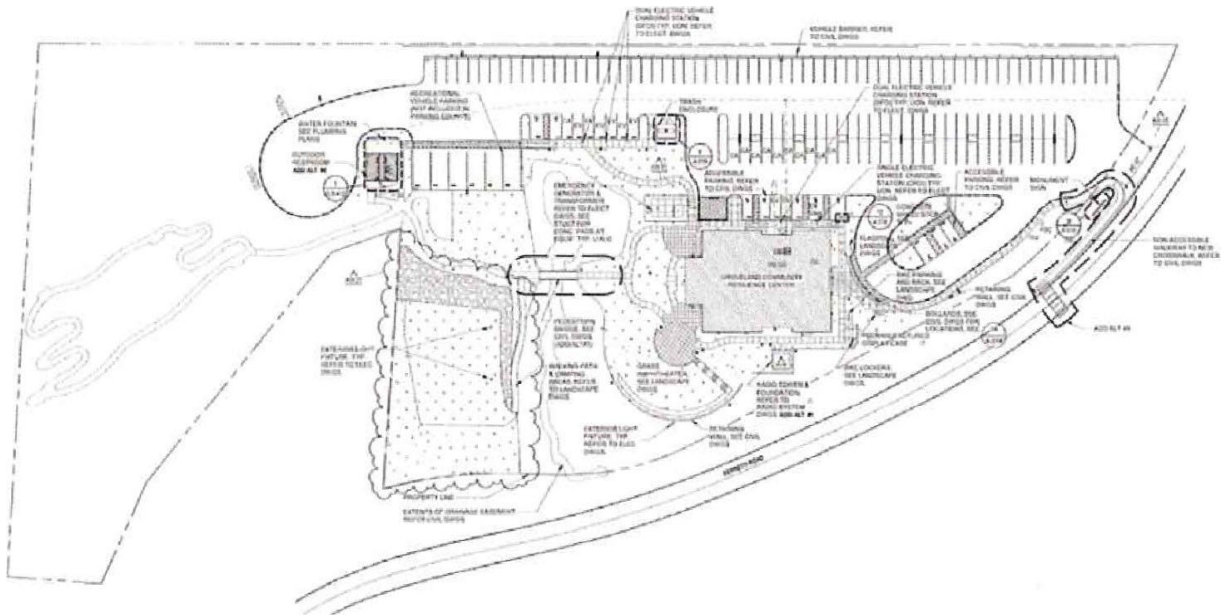
	Year 1- Assumes 1/2 Year operation	Year 2	Year 3	Year 4	Year 5
Revenues					
Facility Rentals	\$21,840	\$43,680	\$58,240	\$67,600	\$74,360
Office Rentals	\$ 55,769.60	\$110,968.00	\$118,497.72	\$119,900	\$128,035.26
Electrical Vehicle Charging	\$ 4,200.00	\$ 8,400.00	\$ 12,000.00	\$ 14,000.00	\$ 14,500.00
Total	\$ 81,809.60	\$ 163,048.00	\$ 188,737.72	\$ 201,500.00	\$ 216,895.26

	Year 1- Assumes 1/2 Year operation	Year 2	Year 3	Year 4	Year 5
Expenses					
Recreational Staff- Part Time	\$ 7,500	\$ 15,000	\$ 15,000	\$ 15,000	\$ 18,000
Expendable Equipment	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Facility Supplies	\$ 4,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
Maint.- Mandated Software	\$ 350	\$ 350	\$ 350	\$ 350	\$ 400
Office- Photocopier	\$ 100	\$ 250	\$ 250	\$ 250	\$ 350
Facility Maintenance	\$ 6,000	\$ 24,000	\$ 24,000	\$ 28,000	\$ 28,000
Housekeeping	\$ 8,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 18,000
Groundskeeping	\$ 6,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
Rents- Phone	\$ 800	\$ 800	\$ 800	\$ 800	\$ 950
Property Insurance	\$ -	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,700
Facility Alarm	\$ 1,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Sewer	\$ 3,500	\$ 7,000	\$ 7,000	\$ 7,200	\$ 7,200
Water	\$ 13,250	\$ 26,500	\$ 26,500	\$ 26,700	\$ 26,700
Electricity	\$ 34,000	\$ 68,000	\$ 68,500	\$ 68,500	\$ 68,700
Garbage/Recycling	\$ 1,350	\$ 2,700	\$ 2,700	\$ 2,700	\$ 3,000
Total	\$ 88,850.00	\$ 188,100.00	\$ 188,600.00	\$ 193,000.00	\$ 199,000.00

Appendix E: Operations and Maintenance Plan

Building Background

The Groveland and Tuolumne Community Resilience Centers (CRCs) are located at 18986 Ferretti Road, Groveland and 18241 Bay Avenue, Tuolumne. Each CRC consists of a multi-use building, associated outdoor multifunctional areas, and parking spaces. During typical non-emergency operations, the CRCs are used by various community groups, non-profit organizations, and the public. See rendering of the two CRCs below:



The CRCs provide office space, classroom/meeting areas, commercial kitchen, large meeting areas with audio/visual capacity, walking paths, and outdoor passive space. During emergencies, the centers can be utilized to meet the community needs in a number of ways. The CRCs can be utilized as a warming/cooling shelter or as an emergency shelter as events warrant. The CRCs can also be used as an emergency staging area for first responders. To facilitate these emergency activities, the CRCs have been equipped with an emergency generator, wireless Wi-Fi capabilities throughout the building, an abundance of electrical outlets for the public and first responders to use and/or charge their various devices and plenty of parking for various sized vehicles/trucks. First responders will also utilize these CRCs as a public meeting area to hold briefings on the emergency event.

For evacuation of animals, each CRC site has an area in which animals can be sheltered for short periods of time. At the Groveland CRC, there is an outdoor staging area with grass, walking area, and access to water and electricity. Also, the County will be working with Groveland Community Service District to utilize some of their fields for larger animals. At the Tuolumne CRC, evacuated animals can be sheltered either in the back patio area or in a section of the oversized parking lot adjacent to the main CRC Center.



Groveland Community Resilience Center

Building Maintenance

The buildings and grounds, like all buildings and infrastructure, require routine preventative maintenance, to keep the building components working efficiently and effectively as designed.

CRC Maintenance Responsibility

The county department responsible for the ongoing maintenance of these two facilities is the Facilities Management Department which is led by the Facilities Maintenance Director. This Department is responsible for the maintenance of all county buildings and properties. They also manage housekeeping services for all county facilities, including the CRCs.

Facilities Management uses a computerized maintenance management systems (CMMS) software, Corrigo. This software assists the facilities maintenance team navigate the high volume of work orders that are generated across the County which includes approximately 100 separate properties/facilities. The properties are diverse, ranging from ballfields to a jail and library. Utilizing this software, the County will set maintenance intervals for each piece of equipment. These maintenance intervals will be based on manufacturer's recommendations, frequency of user costs, replacement life cycles, and other factors as determined necessary.

The Facility Maintenance team also uses a set of standard operating procedures to manage their facilities. The Department currently has 8 full time maintenance personnel. The Department seeks balance between conducting work in-house and procuring outside contractors and service providers for bigger projects and/or specialized work. When outside contractors are utilized, the facilities team is responsible for managing the project in-house. Their CMMS system helps them to keep track of all their specifications, scopes of work, and work orders, and also their changing list of vendors and contractors, invoices, change orders, and other project parameters.

Additional details and information are found on the flash drives provided to the County for each of the various building systems and can be accessed by Facilities Management personnel and their contractors, as needed.

Appendix F: Lease Agreement Template

County Department Template

Between the County Administrator's Office and the Health and Human Services Agency For
Office Space at the Groveland Community Resilience Center

This Letter of Agreement, entered into and mutually accepted on this 1st day of December 2023, by the County Administrator's Office and the Health and Human Services Agency provides for the use of G-4 and other amenities at the Groveland Community Resilience Center (CRC) under the terms and conditions as follows:

1. The County Administrator's Office agrees to rent Office Space G-4 and other amenities at the Groveland CRC as identified in Exhibit A and referred to as the premises (attached hereto and made a part of this agreement by this reference).
2. Said leasehold premises shall be used by the Health and Human Services Agency for the purpose of operating County Programs and Services.
3. The term of this agreement shall be from 12:00 a.m. on the 1st day of December 2023 and shall terminate at 11:59 p.m. on the 30 day of June 2028. Upon notice to the Recreation Department, given at least 120 days prior to the expiration date of this Agreement, this Agreement shall be renewed for a one (1) year period on the same terms and conditions, This Agreement may be renewed three times.
4. In consideration, the Health and Human Services Agency agrees to pay the Recreation Department, the monthly sum of Two Hundred and Fifty-Three Dollars and Fifty Cents (\$253.50). The rent for subsequent years will be as follows:

Year	Monthly Rental
1	\$253.50
2	\$253.50
3	\$273.78
4	\$273.78
5	\$295.68

5. Additionally, the Health and Human Service Agency agrees to pay the Recreation Department \$180 per month for internet and phone services for a total of \$2,160 for the first year. Then in subsequent years this rate will increase by 4% each year. This increase will take effect annually on January 1st. The first increase will occur in 2025.

6. The Premises are a turnkey operation, and the Health and Human Services Agency is not allowed to make any alterations or improvements to the Premises without written consent from the Recreation Department.
7. The lessee is required to be available and attend an annual meeting, or as needed, to discuss facility operational issues.
8. The Health and Human Services Agency agrees to abide by all state and federal laws. By their signatures, both parties have accepted the terms and conditions of this Agreement and have affixed their hands as shown below.

Health and Human Services
Agency

Rebecca Espino, HHS Director

Approved As to Legal Form

Christopher Schmidt,
Deputy County Counsel
County Administrator's Office

Tracie Riggs, County Administrator

HHS Office Lease Agreement Description of Premises Leased

This agreement covers the lease of office space at 18986 Ferretti Road, Groveland in a County owned building known as the Groveland Community Resilience Center. This lease is for Office Space known as G-4 which encompasses 130 sq.ft. This lease also grants access to other amenities at the Groveland Community Resilience Center. This lease agreement includes utilization of the following:

Parking lot at the Groveland CRC for office staff and customers

Utilization of the storage area in the office area

Use of the restroom facilities

Use for day-to-day purposes of the Kitchen for HHS staff working at the CRC

For other HHS programs, the Lessee must make reservations with the County Recreation Department at least one month in advance for the following rooms: Kitchen, Classroom, Large Conference Room, and Amphitheater. The lessee may utilize these spaces for two (2) events per year at no cost. An event is defined as not exceeding one (1) calendar day. Any additional use of these spaces will be at the hourly rental rate per zone. All use of these rooms must be scheduled and coordinated with the Recreation Department.

See Attached Floor Map

Outside Agency Template

This Lease (“Lease”) is entered into this ____ day of December 2023, by and between the County of Tuolumne, a political subdivision of the State of California (“Lessor”) and Amador Tuolumne County Action Agency, a nonprofit entity (“Lessee”). In consideration of the mutual promises and covenants set forth herein, Lessor hereby leases to Lessee that certain real property described in Section 1 (“Premises”) for the purposes described in this Lease and on the terms and conditions set forth below. In this Lease, the Lessor and Lessee are sometimes individually referred to as a “Party” and collectively referred to as the “Parties.”

TERMS OF LEASE

- 1. Description of Premises Leased.** The Premises consists of office space located at 18986 Ferretti Road, Groveland in the County of Tuolumne, State of California, including any improvements thereon. Premises is more fully described in Exhibit A.
- 2. Term of Lease.** The term of this Lease shall commence at 12:00 a.m. on the 1st day of December 2023 (“Commencement Date”) and shall terminate at 11:59 p.m. on the 30th day of June 2028. Upon notice to Lessor, given at least 120 days prior to the expiration date of the Lease, this Lease shall be renewed for a one (1) year period on the same terms and conditions. This Lease may be renewed three times.

3. Permitted Use. The Premises shall, during the term of this Lease and any extensions or renewals thereof, be used to provide public services, programs, training or for any other lawful purpose as agreed upon in writing by the parties hereto. Lessor shall not unreasonably withhold approval for such other use or uses. Lessor reserves the right to utilize the office space during emergency situations.

4. Rent.

A. Rent Amount. The initial annual rental fee is \$1.95 per square foot (sq.ft.) for the G-2 office space (106sq.ft.), or \$2480.40 for Year 1. Lessee agrees to pay to Lessor in accordance with the following table:

	Rental Amount Due January 1 st	Rental Amount Due July 1 st	Total Annual Rent
Year 1	\$1,240.20	\$1,240.20	\$2,480.40
Year 2	\$1,240.20	\$1,240.20	\$2,240.40
Year 3	\$1,339.42	\$1,339.41	\$2,678.83
Year 4	\$1,339.42	\$1,339.41	\$2,678.83
Year 5	\$1,446.57	\$1,446.57	\$2,893.14

Additionally, there is a charge of \$150 per month for internet and phone services for a total of \$1,800 for the first year. Then in subsequent years this rate will increase by 4% each year. This increase will take effect annually on January 1st. The first increase will occur in 2025.

B. Rent Payment. The rent shall be payable in advance twice a year on the first day of January and July during the term of this Lease. Rent shall be paid by delivery to Lessor personally or by mailing to Lessor at the address specified in Section 23, or at any other place or places as Lessor may from time to time designate by written notice delivered to Lessee.

5. Copier Charges. Lessee shall pay direct costs for copies made at the Premises. Costs will be provided to lessee each year of agreement. Bills for copier charges will be sent to Lessee twice a year in the months of January and July.

6. Utilities. Lessor shall pay all utility costs for electricity, gas, water, sewer, garbage pickup and disposal, and other public utilities for the Premises during the term of this Lease.

7. Taxation of Leased Area.

A. Pursuant to Revenue and Taxation Code section 107.6, Lessee is hereby notified that the interest (as defined in California Revenue and Taxation Code Section 107) in the Premises created by this Lease may be subject to property taxation if created. The party in whom the property interest is vested may be subject to the payment of the property taxes levied on the interest.

B. Lessee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or

assessment-levying body upon the Premises and any improvements located thereon, or upon Lessee's possessory interest.

C. If Lessee fails to pay any lawful taxes or assessments upon the Premises which Lessee is obligated to pay, Lessee will be in default of the Lease.

D. Lessor reserves the right to pay any such tax, assessment, fee, or charge, and all monies so paid by Lessor shall be repaid by Lessee to Lessor upon demand.

8. **"AS-IS"**. The Premises are leased to Lessee in an "AS-IS" condition. Lessee acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the Lease or the suitability of the Premises for Lessee's intended use. Lessee accepts the Premises in its present physical condition and agrees to make no demands upon Lessor for any improvements or alterations thereof.

9. **CASp Inspection**. As required by California Civil Code section 1938, Lessor represents that the Premises has undergone inspection by a Certified Access Specialist (CASp), and the Premises has been determined to meet all applicable construction-related accessibility standards pursuant to California Civil Code section 55.53. Lessee acknowledges receipt of the CASp report prior to the execution of this Lease and agrees to maintain the information in the report as confidential, except as necessary for the Lessee to complete repairs and corrections of violations of construction-related accessibility standards that Lessee has agreed to make.

10. **Repair and Maintenance.**

A. **Lessor Responsibilities**. Lessee shall keep in good working order, condition and repair the foundations, exterior walls, structural condition of interior load-bearing walls, and exterior roof. Lessor shall not be liable for any damages resulting from Lessor's failure to make any repairs required by this Section unless Lessee gives written notice to Lessor specifying a need for the repairs and Lessor fails to commence making the repairs within seven (7) days after the receipt of such notice.

B. **Lessee Responsibilities**. Except for normal wear and tear on the Premises or as otherwise provided elsewhere in this Lease, Lessee shall at Lessee's sole cost and expense during the term of the Lease or any renewal or extension of the term of this Lease:

- i. Keep and maintain the Premises in good order. Any damages caused by the Lessee or their customers, will be repaired by the Lessor at Lessee's sole expense.

11. **Subordination**. This Lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

12. **Alterations and Improvements**. The Premises are a turnkey operations and Lessee is not allowed to make any alterations or improvements to the Premises without written consent from Lessor.

13. **Operation**. Lessee shall confine its activities on the Premises strictly to those necessary for the purposes set forth in this Lease, and shall refrain from (i) marring or impairing the

appearance of the Premises, (ii) obstructing access to any area or space within the property of which the Premises is a part, (iii) interfering with the transaction of Lessor's business in, or the convenience of the public in accessing and using, the property, or (iv) jeopardizing the safety or security of persons or property on or in the Premises. Lessee shall not maintain or commit or permit the maintenance or commission of any waste or any nuisance as defined in Civil Code Section 3479 on the Premises, and Lessee shall not use or permit the use of the Premises for any unlawful purpose. Lessee shall be responsible for the legal disposal of any hazardous substances generated or kept on the Premises. Lessee shall at all times maintain the Premises in a clean, sanitary, and orderly condition satisfactory to Lessor.

14. Compliance with Laws.

- A. Lessee shall, at Lessee's own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, both federal and state, and county or municipal, whether those statutes, ordinances, regulations and requirements are now in force or are subsequently enacted, including, but not limited to, the use or storage

of any and all materials or substances that are now or may hereafter be defined as "hazardous materials" or "hazardous substances" under any federal, state, or local law or regulation.

- B. Anti-Discrimination. Lessee shall comply with all applicable federal and California laws and regulations relating to discrimination against employees or members of the public because of race, color, ancestry, national origin, religious creed, sex (including gender, pregnancy, childbirth, or related medical conditions), veteran status, marital status, sexual orientation, or disability, including, but not limited to, the California Fair Employment Practice Act beginning with Government Code section 12900 and Labor Code section 1735, Title VII of The Civil Rights Act of 1964, the Civil Rights Act of 1990, the Americans With Disabilities Act of 1990.

- 15. Lessor Access.** Lessor and its agents shall have the right to enter the Premises at all reasonable times as scheduled with Lessee (and at any time during an emergency) for all of the following purposes: inspection of the Premises, inspection to assure that Lessee is complying with the terms of this Lease, and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the Premises or for the purpose of performing Lessor's duties under this Lease. While accessing the Premises, Lessor agrees to not unreasonably interfere with Lessee's use of the Premises pursuant to this Lease.

- 16. Surrender.** Upon expiration or earlier termination of this Lease, Lessee shall promptly surrender and deliver the Premises to Lessor in as good condition as it was upon the Commencement Date, reasonable wear and tear excepted. The Premises shall be free from hazards, and clear of all personal property and debris.

17. Indemnification.

- A. Lessee agrees to indemnify, defend and hold Lessor, its elected and appointed officials, officers, employees, agents and volunteers and property of Lessor, including the Premises, free and harmless from any and all claims, suits, liability, loss damage, costs or expenses, including reasonable attorney's fees, resulting from Lessee's occupation and

use of the Premises, specifically including, but not limited to, any claim, liability, loss, or damage arising by reason of:

- i. The death or injury of any person or persons, including Lessee or any person who is an employee or agent of Lessee, or by reason of the damage to or destruction of any property, including property owned by Lessee or any person who is an employee or agent of Lessee, and caused by some act or omission of Lessee or of some agent, contractor, employee, sublessee or concessionaire of Lessee on the Premises; and
 - ii. Any work performed on the Premises or materials furnished to the Premises at the instance or request of Lessee or any agent or employee of Lessee; and
 - iii. Any and all claims that may be asserted against Lessor as a result of any environmental conditions (including, but not limited to, the use, storage, or disposal of hazardous materials or hazardous substances) created on the Premises as a result of Lessee's possession of the Premises; and
 - iv. Lessee's failure to perform any provision of this Lease or to comply with any requirement of law or any requirement imposed on Lessor or the leased Premises by any duly authorized governmental agency or political subdivision; provided, however, that Lessor shall have given prompt written notice to Lessee of such requirement imposed on Lessor; and
 - v. Any losses arising from or relating to any operations conducted by the Lessee in the Premises that attract third parties and members of the general public to the Premises (including, without limitation, any liability or loss related to the compliance or noncompliance of the Premises with any Federal, State and local laws, regulations, ordinances, codes and orders and further includes any Workers' Compensation proceeding, liability, or expense, arising from or related to services performed on behalf of the Lessee by any person pursuant to this Lease.
- B. The Lessee's obligation to defend will commence immediately upon the assertion of any claim or demand for an indemnified loss by or against Lessor that is tendered to the Lessee, shall apply to any claim that actually or potentially falls within the coverage of this indemnity provision, even if such allegation is or may be groundless, fraudulent, or false, and will continue at all times after such tender until each such claim is fully and finally resolved. If such indemnification becomes necessary, the County Counsel of Lessor shall have the absolute right to approve any and all counsel for Lessor employed to defend Lessor. Lessee's obligations under this Section shall exist regardless of concurrent negligence or willful misconduct on the part of the Lessor or any other person; provided, however, that Lessee shall not be required to indemnify Lessor for the proportion of liability a court determines is attributable to the negligence or willful misconduct of the Lessor. Lessee's indemnification and defense obligations under this Section shall survive the termination or expiration of this Lease.

18. Insurance.

- A. Contractor shall procure and maintain for the duration of the contract 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 and the results of that work by the

Contractor, his agents, representatives, employees or subcontractors. Coverage shall be at least as broad as:

- i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & 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 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- iii. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

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

B. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. Additional Insured Status. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- ii. Primary Coverage. For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- iii. Umbrella or Excess Policy. The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial

General Liability insurance. No insurance policies maintained by the additional Insured, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

- iv. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- v. Waiver of Subrogation. Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- vi. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000, unless approved in writing by County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.
- vii. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- viii. Verification of Coverage. Contractor shall furnish the County with original Certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. 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.
- ix. 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.

- x. **Failure to Comply:** Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

19. Notification of Incidents, Claims, or Suits. Lessee shall report to Lessor any accident or incident relating to Lessee's activities on the Premises which involves injury or property damage which might reasonably be thought to result in the filing of a claim or lawsuit against Lessor and/or Lessee. Such report shall be made in writing within 72 hours of Lessee's knowledge of such occurrence.

20. No Relocation Assistance. Lessee hereby disclaims any status as a "displaced person," and hereby acknowledges its ineligibility for relocation assistance under federal and state relocation assistance laws (including, but not limited to, California Government Code Section 7260 et seq.) upon the future expiration or other termination of this Lease.

21. Assignment. Lessee may not encumber, assign, or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Premises or any of the improvements that may now or hereafter be constructed or installed on the Premises. Lessee may not sublet the Premises or any part thereof without prior written consent of Lessor.

22. Consent. Any consent required by this Lease to be obtained from Lessor or Lessee shall not be unreasonably withheld.

23. Notices. Any notices required or permitted to be given under the terms of this Lease must be in writing and may be: (a) personally delivered; (b) mailed by depositing such notice in the United States mail, first class postage prepaid; or (c) sent by reputable overnight delivery service, addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party:

If to the Lessor: County of Tuolumne
Recreation Department
Attention: Eric Aitken
2 South Green Street
Sonora, CA 95370
Voice: (209) 533-5563
Fax: (209) 533-7470

If to the Lessee: Amador Tuolumne County Action Agency
Attention: Joe Bors
427 North Highway 49, Suite 305
Sonora, CA 95370
Voice: (209) 533-1397

24. Governing Law and Venue. This Lease shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive

law). Venue for any action arising from this agreement shall be in Tuolumne County, California. In the event an action is commenced to enforce or interpret the terms of this Lease or an action in unlawful detainer, the prevailing party shall be entitled to its attorney's fees.

25. Authority. Each party executing this Lease and each person executing this Lease in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.

26. Binding on Heirs and Successors. This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor and Lessee; but nothing in this Section shall be construed as a consent by Lessor to any assignment of this Lease or any interest therein by Lessee except as provided in Section 21 of this Lease.

27. Time of Essence. Time is expressly declared to be of the essence by both parties.

28. Sole and Only Agreement/Modification. This instrument constitutes the sole and only agreement between the Lessor and the Lessee respecting the Premises, and the Lessee's use thereof; and correctly sets forth the obligations of the Lessor and the Lessee to each other as of its date. Any agreements or representations respecting the Premises or its use by the Lessee not expressly set forth in this instrument are null and void. The terms of this agreement may not be modified by oral agreement. No modification of this agreement shall be valid unless it is in writing and signed by both parties.

29. Waiver of Breach. The waiver by Lessor of any breach by Lessee of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee, either of the same or another provision of this Lease.

30. Eminent Domain. If the Premises, or any part thereof materially affecting Lessee's use of the Premises, shall be taken by eminent domain, this Lease shall terminate on the date when the title vests pursuant to such taking. The rent shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof.

31. Damage and/or Destruction of Premises.

A. Lessee's Duty to Notify of Damage or Destruction. If the Premises is damaged or destroyed by fire or other cause, Lessee shall promptly notify Lessor of such damage or destruction.

B. Repairs. Upon notice from the Lessee of damage or destruction of the Premises, Lessor shall repair and restore the Premises to the extent that proceeds of insurance are available therefor and promptly after receipt of such insurance proceeds, unless this Lease is terminated as described below.

C. Termination of Lease in Event of Damage or Destruction. Lessee or Lessor may elect to terminate the Lease by giving the other notice within 60 days after the date of such damage or destruction if:

- i the Premises is damaged by fire or other cause in the last 6 months of the term;
 - ii at any time the Premises is rendered substantially untenable by the damage or destruction; or
 - iii the Premises is so damaged that substantial restoration would be required in Lessor's judgment.
- D. Abatement of Rent. To the extent the Premises cannot be occupied due to such damage or destruction, Lessee's rent due shall abate until Lessor has completed such repair and restoration.
- E. Damage or Destruction Caused by Lessee. In the event that Lessee or Lessee's agents cause damage or destruction as a result of negligence or willful misconduct, Lessee shall:
 - i have no right to terminate the Lease until the damage to the Premises has been repaired to the Lessor's satisfaction; and
 - ii promptly repair the damage (and any insurance proceeds that are paid for such damage shall be made available for such repairs), though Lessor at its option may, at Lessee's expense, repair any damage caused by Lessee or Lessee's agents; and
 - iii continue to pay all rent and other sums due hereunder and shall be liable to Lessor for all damages that Lessor may sustain resulting from damage or destruction caused by Lessee or Lessee's agents.

32. Default and Termination.

- A. Default. If Lessee defaults in the payment of rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default. If Lessee does not cure any such default within thirty (30) days after notice from Lessor, then the Lessor may terminate this Lease. On the termination date specified in such notice, this Lease shall terminate. Lessee shall quit and surrender the Premises to Lessor, and Lessor may recover from Lessee any unpaid rents, charges, fees, or other payments due at the time of termination of the Lease.
- B. Termination. Lessor reserves the right to terminate this Lease on thirty (30) days' notice for any cause or reason provided by the Lease itself, or by law, or upon the happening of one or more of the following:
 - i. Filing a petition of voluntary or involuntary bankruptcy with the respect to Lessee.
 - ii. Making by Lessee of any general assignment for the benefit of creditors.
 - iii. Failure of Lessee to pay promptly when due all rents, charges, fees, or other payments in accordance with this Lease.

- iv. Failure of Lessee to remedy any default, breach, or violation of any provision of this Lease within thirty (30) days after notice from Lessor.
 - v. The judgment of any court of competent jurisdiction or the admission by Lessee in a proceeding brought against Lessee for the violation of any statute, ordinance, regulation, or requirement shall be conclusive as between Lessor and Lessee and shall be grounds for termination of this Lease by Lessor.
- C. Lessor or Lessee may terminate this Lease without cause provided it gives 180 days' written notice to the other party.
- D. If this Lease is terminated, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and other effects.

33. Severability. If any term, provision, covenant, or restriction in this Lease is determined to be invalid, void, unenforceable, or otherwise inconsistent with applicable law, the remainder of the terms, provisions, covenants and restrictions of this Lease will remain in full force and effect and will in no way be affected, impaired, or invalidated. It is hereby stipulated and declared to be the intention of the Lessee and the Lessor that they would have executed the remaining terms, provisions, covenants, and restrictions set forth in this Lease without including any of such terms, provisions, covenants, or restrictions that may be hereafter declared invalid, void, or unenforceable.

34. Counterparts/Electronic, Facsimile and PDF Signatures

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

35. Other Documents. The parties agree that they shall cooperate in good faith to accomplish the object of this Lease 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.

36. Negotiated Agreement. This Lease has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Lease within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Lease 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 Lease and the rights and duties arising out of this Lease, or that such party willingly foregoes any such consultation.

37. Third Party Rights. Nothing in this Lease, express or implied, is intended to confer upon any person other than the parties and their respective successors and assigns, any rights or remedies under or by reason of this Lease.

38. Captions. The captions of this Lease 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 Lease.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Agreement on the day and year set forth below.

COUNTY OF TUOLUMNE

Date: _____

By: _____

Chair, Board of Supervisors

**AMADOR TUOLUMNE COUNTY
ACTION AGENCY**

Date: _____

By: _____

Joe Bors, Executive Director

Approved as to legal form:
COUNTY COUNSEL

Maria Sullivan
Deputy County Counsel

ATCAA Lease Agreement- Description of Premises Leased

This agreement covers the lease of office space at 18986 Ferretti Road, Groveland in a County owned building known as the Groveland Community Resilience Center. This lease is for Office G-2 which encompasses 106 sq.ft. This lease also grants access to other amenities at the Groveland Community Resilience Center. This lease agreement includes utilization of the following:

- Parking lot at the Groveland CRC for office staff and customers
- Use of the restroom facilities
- Use of Kitchen for day-to-day purposes of staff and then for food distribution in coordination with the Recreation Department.

For other Amador Tuolumne Community Action Agency programs, the Lessee must make reservations with the County Recreation Department at least one month in advance for the following rooms: Kitchen, Classroom, Large Conference Room, and Amphitheater. The lessee may utilize these spaces for two (2) events per year at no cost. An event is defined as not to exceed one (1) calendar day. Any additional use of these spaces will be at the hourly rental rate per zone. All use of these rooms must be scheduled and coordinated with the Recreation Department.

See Attached Floor Map

Appendix G: Rental Policies and Procedures

Tuolumne County has meeting rooms, community halls, outdoor meeting spaces, and Community Resilience Centers (CRCs) that are available to be reserved for both public and private functions. All facility reservations will be conducted through the County's Recreation Department either in person or on their website at www.tcrecreation.com. To lock in a reservation, users will be required to complete the online facility rental application, pay the full rental fee, and provide the required insurance. These community spaces shall be made available for general public use under the following conditions:

1. Non-profit organizations may use the County meeting rooms, community halls, and outdoor meeting spaces outlined below in Section 2 at no cost (does not include CRCs).
 - a. An organization's non-profit status must be on file with the Tuolumne County Recreation Department and current in order to qualify as a non-profit user. Proof of non-profit status must be submitted no later than thirty (30) calendar days prior to the reservation date. Proof must be submitted as either the State of California Business "Entity Number" or an IRS "Employer Identification Number (EIN)". An organization must demonstrate its non-profit status by:
 - Being registered and verified as a non-profit business or corporation with the State of California or an acknowledged IRS 501(c) organization, and
 - Maintain good standing (business entity status "Active") with the State of California Secretary of State's office (<http://businesssearch.sos.ca.gov>).
2. Private individuals and organizations may use the County meeting rooms, community halls, and outdoor meeting spaces outlined below with advance payment at a cost of:

Community Halls with Kitchens

Facility	Cost per Hour
Jamestown Community Hall	\$27.00
Groveland Community Hall	\$27.00

Meeting Rooms

Facility	Cost per Hour
Sonora Library Meeting Room	\$34.00
Sonora Youth Center	
Pinecrest Community Hall	

Outdoor Meeting Spaces

Facility	Cost per Hour
County Museum Courtyard	\$12.00
Courthouse Park	

3. Community Resilience Centers are multiple use type facilities. If available, separate zones can be rented simultaneously by different user groups.
 - a. On a day-to-day basis, partner agencies will be conducting business operations in the offices and classrooms. The classroom will have limited availability depending on the classes being offered.
 - b. During emergencies, the CRCs will be utilized by the Office of Emergency Services, Health and Human Service Agency, and the Red Cross as a mass care and sheltering type facility. In these situations the County reserves the right to cancel/reschedule all scheduled events during the emergency period.
 - c. All private and non-profit individuals and organizations may use the CRC facilities with advance payment at a cost of:

b. Tuolumne CRC	c. \$56 per hour per zone* *
d. Groveland CRC	e. \$56 per hour per zone* *

*See Attachment 1 for floor plan outlining zone areas.

- d. Multiple or individual zones may be rented at one time. Each zone rented will be charged at the hourly rate listed above.
4. Insurance must provide protection from claims arising from injuries or damage to other people or property. The following items are required on the insurance certificate, and the endorsement page:
- The certificate of insurance must be submitted no later than thirty (30) calendar days prior to the reservation date.
 - Insured's name is the same as listed on the Facility Use Application.
 - Date, time and location of the event
- a. All non-profits, organizations, public or private individuals ("Renter") shall provide insurance at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The Renter's insurance policy(ies) shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager. The Renter shall provide notice hand delivered to the Recreation Department of the County or by registered mail, return receipt requested, thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:
- General Liability Coverage - Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. If the use includes athletic activities, Renter shall provide evidence of that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance. If the Renter maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Renter. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

a. Other Insurance Provisions - The insurance policies are to contain, or be endorsed to contain, the following provisions:

- **Additional Insured Status** - The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the rental of the facility, work or operations performed by or on behalf of the Renter including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Renter'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, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- **Primary Coverage** - For any claims related to this contract, the Renter's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Renter's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- **Umbrella or Excess Policy** - The Renter may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and noncontributory, additional insured, Self-Insured Retentions (SIRS), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Renter's primary and excess liability policies are exhausted.
- **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

- Waiver of Subrogation - Renter hereby grants to Entity a waiver of any right to subrogation which any insurer of said Renter may acquire against the Entity by virtue of the payment of any loss under such insurance. Renter agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.
 - Acceptability of Insurers - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.
 - Verification of Coverage - Renter shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. All certificates and endorsements are to be received and approved by the Entity at least five days before Renter commences activities.
 - Homeowners Insurance - In some cases, the Renter's homeowner's liability insurance may provide coverage sufficient to meet these requirements. Renter should provide these requirements to his or her agent to confirm and provide verification to the Entity.
 - Special Events Coverage - Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Renter can obtain additional information and cost from Entity.
 - Special Risks or Circumstances - Entity reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.
- b. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the County's option, Renter shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- c. Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Risk Manager, a new policy or endorsement shall be

promptly obtained and evidence submitted to the Recreation Department for approval.

- d. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

Renter's Responsibilities

1. Facility Use Applications must be submitted no later than thirty (30) calendar days prior to the reservation date. Applications for reservations that already have insurance on file and will not have alcohol may be submitted within the 30-day window only if all documents are submitted and approved prior to the reservation date.
2. Community Resilience Centers (CRC) and Sonora Library Meeting Room Only: Use of audio-visual system requires two weeks' advanced notice, or at the time of reservation request, to the Recreation Department. A representative from the user group is required to obtain training on the system from County staff prior to use.
3. Community Resilience Centers (CRC) Only: Use of the stage in Conference Room-Side A requires two weeks' advanced notice, or at the time of reservation request, to the Recreation Department. The stage will be set up by County staff prior to any event requiring its use. User groups will not have the ability to raise or lower the stage.
4. The Renter shall secure the key for the facility from the person designated by the County. Renter shall as be responsible for locking and unlocking the facility. The Renter shall be responsible for returning the key to the location designated by the County no later than one (1) business day after the use. Keys may not be left at the facility.
5. The Renter shall be responsible for cleaning the facility immediately after the conclusion of their scheduled event. All set-up and clean-up time must be included in the Facility Use Application requests rented hours. The facility must be thoroughly cleaned as detailed in the cleaning checklist that is provided online through the reservation system and posted on site. All trash hauled off by the Renter and not left on site. The CRCs each have a dumpster on site that all trash is to be placed in upon conclusion of scheduled event. Failure to clean the facility after use could result in loss of future rental privileges.

6. Use of facilities includes tables and chairs within the facility as part of the rental fee.
 - a. Community Halls - Tables, chairs and any other items used need to be returned to the proper storage location upon completion of the rental. Renter must return the space to the same set up and condition as when renter arrived.
 - b. CRCs — Tables must be wiped down and left in the room and chairs must be stacked in stacks of 10 and left in the room after scheduled event. County staff will set out the required number of tables and chairs prior to each event for the user group to set up as they require. County staff will be responsible to put all tables and stacks of chairs back into storage after the event.
7. No alcoholic beverages of any kind shall be consumed inside the facility or on any part of the property on which the facility is located unless the proper application to serve or sell alcohol has been submitted and approved by the County prior to the reservation date.
8. No open flames allowed inside or outside the facility.
9. Community Resilience Centers (CRC) Only: Decorating using nails, staples, push pins, metallic confetti, glitter, sand and all varieties of tape are prohibited. In the event these items are used without prior authorization and damage is caused to the CRC Facility as a result, all repair, clean-up, and/or replacement costs will be charged to the renter.
10. Community Resilience Centers (CRC) Only: Groups renting the commercial kitchen must provide their own cooking supplies and equipment.
11. No smoking shall be permitted inside the facility or on any part of the property on which the facility is located.
12. No illegal activity of any kind shall be conducted inside the facility or on any part of the property on which the facility is located.
13. No advertising shall be exhibited, and no solicitations or sales shall be allowed inside the facility or on any part of the property on which the facility is located, if such advertising, solicitation or sales are made on behalf of a profit-making organization/group or person.
14. Verifiable abuses of any of these policies and procedures will result in the inability to rent a facility in the future.

Facility Damages

- If damages are caused because of the rental of the facility, it will be the responsibility of the Renter to pay for said damage. Damages will be shown to

the renter before repairs are made. It is the responsibility of the renter to identify and alert the County of any damage noted prior to the use of the facility. The County has the sole discretion of who performs the repairs or replacement products and all the fees incurred will be the financial responsibility of the Renter.

Cancellations

- All cancellations will be based on the Tuolumne County Recreation Department's Refund and Cancellation Policy as agreed to when submitting online reservation request.

These policies shall become effective July 7, 2023