



# AGENDA

## BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified just below.

MEETING LOCATION Mammoth Lakes BOS Meeting Room, 3rd Fl. Sierra Center Mall, Suite 307, 452 Old Mammoth Rd., Mammoth Lakes, CA 93546

### Regular Meeting June 21, 2016

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**TELECONFERENCE LOCATIONS:** 1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517. Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

**NOTE:** In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5534. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517), and in the County Offices located in Minaret Mall, 2nd Floor (437 Old Mammoth Road, Mammoth Lakes CA 93546). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at [www.monocounty.ca.gov](http://www.monocounty.ca.gov). If you would like to receive an automatic copy of this agenda by email, please send your request to Bob Musil, Clerk of the Board: [bmusil@mono.ca.gov](mailto:bmusil@mono.ca.gov).

***UNLESS OTHERWISE SPECIFIED BY TIME, ITEMS SCHEDULED FOR EITHER THE MORNING OR AFTERNOON SESSIONS WILL BE HEARD ACCORDING TO AVAILABLE TIME AND PRESENCE OF INTERESTED PERSONS. PUBLIC MAY COMMENT ON AGENDA ITEMS AT THE TIME THE ITEM IS HEARD.***

9:00 AM Call meeting to Order

Pledge of Allegiance

**1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

on items of public interest that are within the subject matter jurisdiction of the Board.

(Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

**2. APPROVAL OF MINUTES**

**A. Board Minutes**

Approve minutes of the Special Joint Meeting held on May 17, 2016.

**B. Board Minutes**

Approve the minutes of the Special Meeting held May 17, 2016.

**3. RECOGNITIONS**

**A. Presentation of Appreciation in Recognition of Loran Kitts Retirement**

Departments: Public Works - Road

(Jeff Walters) - Proposed resolution of appreciation for Loran Kitts.

**Recommended Action:** Approve proposed resolution. Provide any desired direction to staff.

**B. Resolution of Appreciation for Brent Calloway**

Departments: Community Development

(Scott Burns) - Approve and present Resolution of Appreciation to Brent Calloway

**Recommended Action:** Approve and present Resolution of Appreciation to Brent Calloway for his years of service to Mono County

**C. Resolution of Appreciation for Courtney Weiche**

Departments: Community Development Department

(Scott Burns) - Resolution of Appreciation to Courtney Weiche

**Recommended Action:** Approve and present Resolution of Appreciation to Courtney Weiche for her years of service to Mono County

**4. BOARD MEMBER REPORTS**

The Board may, if time permits, take Board Reports at any time during the meeting and not at a specific time.

**5. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

Receive brief oral report by County Administrative Officer (CAO) regarding work activities.

6. **DEPARTMENT/COMMISSION REPORTS**

7. **CONSENT AGENDA**

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

A. **Medi-Cal Administrative Activities (MAA) Contract**

Departments: Public Health

Proposed contract, 15-92037, with California Department of Health Care Services (DHCS) pertaining to Medi-Cal Administrative Activities (MAA). Term of contract is July 1, 2015 through June 30, 2018.

**Recommended Action:** Approve County entry into proposed contract and authorize Kim Bunn, Public Health Fiscal & Administrative Officer, to sign said contract on behalf of the County. Provide any desired direction to staff.

**Fiscal Impact:** The maximum amount of this Agreement is \$500,000.

B. **Property Tax Software Maintenance Agreement**

Departments: Finance

2016-17 Proposed contract and addendum with Megabyte Systems, Inc. for software maintenance and web services.

**Recommended Action:** Approve proposed contract and addendum with Megabyte Systems, Inc. for software maintenance and web services pertaining to the County property tax system not to exceed \$120,000.

**Fiscal Impact:** Not to exceed \$120,000 for FY 2016-17.

C. **Mill Canyon Road Access**

Departments: Public Works - Roads

Proposed contract with Gary Ashurst pertaining to Mill Canyon Road access.

**Recommended Action:** Approve County entry into proposed contract and authorize Public Works Director to execute said contract on behalf of the County. Provide any desired direction to staff.

**Fiscal Impact:** None.

8. **CORRESPONDENCE RECEIVED (INFORMATIONAL)**

All items listed are located in the Office of the Clerk of the Board, and are available for review.

A. **Letter from Shaun Filson re Kathy Delhay Memorial**

Departments: CAO

Correspondence dated May 31, 2016 from Shaun Filson regarding a proposed Memorial for Kathy Delhay.

**Recommended Action:** Accept correspondence and direct staff to submit a policy item budget request for the 2016-17 fiscal year.

**Fiscal Impact:** Approximately \$1,000 plus installation

**B. Governor's Proclamation Calling the General Election**

Departments: Clerk of the Board

Correspondence dated June 13, 2016 from the Office of the Governor of the State of California, calling the General Election on Tuesday, November 8, 2016.

**C. Range of Light Group**

Departments: Clerk of the Board

Correspondence from the Range of Light Group, Toiyabe Chaper, Sierra Club regarding recently released DEIS (Draft Environmental Impact Statement) and Draft Land Management Plan.

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**9. REGULAR AGENDA - MORNING**

**A. Housing Mitigation Ordinance**

Departments: Community Development Department

10 minutes (5 minute presentation; 5 minute discussion)

(Scott Burns, Megan Mahaffey) - Consider extending current Housing Mitigation Ordinance suspension.

**Recommended Action:** 1. Introduce, read title, and waive further reading of proposed ordinance amending section 15.40.170 of the Mono County Code, extending the temporary suspension of all housing mitigation requirements, and 2. Provide any desired direction to staff.

**Fiscal Impact:** An estimated \$5,000 of fees will be waived in 2017.

**B. Inmate Medical Services**

Departments: Sheriff

20 minutes (15 minute presentation; 5 minute discussion)

(Sheriff Ingrid Braun) - Sheriff Braun will give an update on the current status of Inmate Medical Services at the Mono County Jail in light of potential changes to hours and/or staffing levels at the Bridgeport Clinic and what efforts are being made to address the situation.

**Recommended Action:** None.

**Fiscal Impact:** The fiscal impact, if any, is not known at this time.

**C. Ballot Update & Request for Contingency Funds**

Departments: Elections

15 minutes (5 minute presentation; 10 minute discussion)

(Bob Musil) - Update on new ballots for Mammoth Town Council election and request for contingency funds to pay for new ballots and associated costs.

**Recommended Action:** Authorize use of contingency funds for unanticipated elections costs. Provide any desired direction to staff. A four-fifths vote is required.

**Fiscal Impact:** \$10,914.90 in contingency funds.

**D. Stock Drive Realignment Project – 0.30 Acre Right-of-Way Acquisition**

Departments: Public Works - Engineering Division

10 minutes (5 minutes presentation, 5 minutes discussion)

(Garrett Higerd) - Acquisition of 0.30 acres of land for road right-of-way for the Stock Drive Realignment Project.

**Recommended Action:** Adopt resolution R16-\_\_\_\_\_ amending R16-31 which approved and authorized the Public Works Director to execute purchase agreement and accept and consent to recordation of a record of survey and deed for the acquisition of .30 acres of land from APN 08-111-12, necessary for the realignment of Stock Drive near Bryant Field in Bridgeport. Waive all associated fees.

**Fiscal Impact:** The cost of right-of-way acquisition is not funded by FAA grants and is funded by the Airport Enterprise fund. The impact to the Airport Enterprise Fund is \$37,000 to acquire this land and approximately \$7,000 in surveying, title, and escrow fees.

**E. Tract Map 37-46, White Mountain Estates Phase II Final Map**

Departments: Public Works - Planning

30 minutes (10 minute presentation; 20 minute discussion)

(Garrett Higerd) - Public hearing regarding creation of Zone of Benefit "D" for the Provision of Street Maintenance within White Mountain Estates Phase II, Tract No. 37-46. Approval of Tract Map 37-46 to subdivide a total of 76.81 acres into 45 single-family residential lots, utility parcels, and a remainder lot and establishment of Zone of Benefit "D." The site is about 10 miles north of Bishop on the east side of US Highway 6, at White Mountain Estates Road, adjacent to the existing White Mountain Estates subdivision.

**Recommended Action:** 1. Approve and authorize the Chair's signature on

Resolution No. R16-\_\_\_, “A Resolution of the Mono County Board of Supervisors Establishing within the Countywide County Service Area the White Mountain Estates Phase II, Tract No. 37-46, Zone of Benefit “D” for the Provision of Street Maintenance, and Allocating Program Costs to Parcels #1-45, and the Remainder Parcel, and to Incorporate Those Lots Within Tract No. 37-46 Into Said Zone of Benefit.” 2. Approve the Final Map for Tract No. 37-46, White Mountain Estates – Phases 1 & 2 of Phase II, finding that all conditions of approval have been met, and authorize the Board Clerk’s signature on said map certifying approval of such. 3. Reject on behalf of the public fee title offers of dedication for streets, drainage and utility purposes as shown on said map. 4. Reject on behalf of the public easements for drainage, slope maintenance, fire suppression, water well utility lines, water storage, access for ground water monitoring, and public access as shown on said map. 5. Direct the Public Works Director to file for recordation Tract Map 37-46 and a notarized copy of the Zone of Benefit Resolution in the office of the County Recorder.

**Fiscal Impact:** None. All subdivision improvements benefiting Tract No. 37-46 have been installed by the Developer as a condition of map approval and at no expense to the County. A Zone of Benefit will address the on-going costs of subdivision road maintenance. This project includes a Home Owners Association that will maintain drainage, Bus Shelter, Mailboxes, signs and other items not included by the Zone of Benefit . Coldwater Canyon Water Company has been developed along with Technical, Managerial, and Financial Documentation to cover expenses related to the projects water system.

**10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

**11. CLOSED SESSION**

**A. Closed Session--Human Resources**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, and Dave Butters. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

**B. Closed Session - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Verizon California, Inc. v. State Board of Equalization, *et al.*

**C. Closed Session - Public Employment**

PUBLIC EMPLOYMENT. Government Code section 54957. Title: EMS Chief.

**D. Closed Session - Exposure to Litigation**

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.  
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: 1.

**12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

**13. REGULAR AGENDA - AFTERNOON**

**A. Stock Drive Realignment Project Grant Agreements**

Departments: Public Works - Engineering Division

10 minutes (5 minutes presentation, 5 minutes discussion)

(Garrett Higerd) - Federal and state grants to realign a section of Stock Drive to be further away from the end of the runway at Bryant Field in Bridgeport.

**Recommended Action:**

1. Approve and authorize the Public Works Director (in consultation with County Counsel) to execute Federal Aviation Administration (FAA) Grant Agreement AIP 3-06-0030-010-2016 for the Stock Drive Realignment Project at Bryant Field with a maximum federal obligation of \$455,985.
2. Approve and Authorize the Chairman's signature on Resolution No. 16-\_\_\_\_ "A Resolution of the Mono County Board of Supervisors authorizing the submittal of an application, acceptance of allocation of fund, and execution of grant agreement with the California Department of Transportation for Airport Improvement Program (AIP) matching grants."

**Fiscal Impact:** The total project cost is estimated to be \$555,150. The total impact to the Airport Enterprise Fund is expected to be \$76,366.

**B. Inyo Forest Plan Revision Workshop**

Departments: Board of Supervisors

1 hour (30 minute presentation; 30 minute discussion)

(Forest Plan Revision Team ) - Presentation by Forest Plan Revision Team regarding the draft forest plans and draft environmental impact statement for

the Inyo, Sequoia and Sierra National Forests.

**Recommended Action:** Conduct workshop. Provide any desired direction to staff.

**Fiscal Impact:** None

**C. Outdoor Recreation and the Economy**

Departments: CAO

1 hour (30 minute presentation; 30 minute discussion)

(John Wentworth) - Presentation by John Wentworth, Town Council Member regarding Outdoor Recreation and the economy

**Recommended Action:** Hear presentation and provide feedback.

**Fiscal Impact:** None at this time.

**D. Motion to Reconsider RCRC Board Reassignment**

Departments: Board of Supervisors

30 minutes (5 minute presentation; 25 minute discussion)

(Supervisor Corless) - Motion to Reconsider item 9.H. from May 10, 2016 Board agenda: Potential Reassignment of Board Member(s) to the Rural County Representatives of California (RCRC).

**Recommended Action:**

1. Motion to reconsider item 9.H from May 10, 2016: Board decision against reassignment of County's representative to the Rural County Representatives of California (RCRC).
2. If motion passes, consider and possibly take one of the following actions:
  - a. Reverse current assignments, making Supervisor Alpers the primary representative to RCRC and Supervisor Fesko the alternate.
  - b. Assign another Supervisor (Stump, Corless, or Johnston) as the primary and keep Supervisor Alpers as alternate.
  - c. Assign other Supervisors to both primary and alternate appointments.
  - d. Keep assignments the same as present.

**Fiscal Impact:** None

**ADJOURN**



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 21, 2016

**TIME REQUIRED**

**SUBJECT** Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Approve minutes of the Special Joint Meeting held on May 17, 2016.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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**CONTACT NAME:** Helen Nunn

**PHONE/EMAIL:** x5534 / hnunn@mono.ca.gov

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SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download

[5-17-16 JOINT MINUTES](#)

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### History

Time	Who	Approval
6/16/2016 1:26 PM	County Administrative Office	Yes
6/16/2016 1:26 PM	County Counsel	Yes
6/15/2016 5:22 PM	Finance	Yes



**DRAFT SPECIAL JOINT MEETING MINUTES  
BOARD OF SUPERVISORS AND MAMMOTH LAKES TOWN COUNCIL,  
COUNTY OF MONO, STATE OF CALIFORNIA**

MEETING LOCATION Mammoth Lakes Suite Z, 437 Old Mammoth Rd., Suite Z, Mammoth Lakes,  
CA 93546

**Special Joint Meeting  
May 17, 2016**

<b>Flash Drive</b>	#PORTABLE
<b>Minute Orders</b>	M16-109
<b>Resolutions</b>	R16-35 not used
<b>Ordinance</b>	ORD16-04 not used

9:00 AM Meeting Called to Order by Chairman Stump

*Supervisors Present: Alpers, Corless, Fesko, Johnston and Stump.  
Supervisors Absent: None.*

*Councilmembers Present: Michael Raimondo, Shields Richardson, John Wentworth,  
Colin Fernie, Jo Bacon.  
Councilmembers Absent: None.*

*Break: 10:48 a.m.  
Reconvene: 10:58 a.m.*

**The Mono County Board of Supervisors stream all of their meetings live on the internet and archives them afterward. To listen to any meetings from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>**

Pledge of Allegiance led by Leslie Chapman.

**Supervisor Stump:**

- This is our first ever joint meeting of the County Board of Supervisors and the Mammoth Town Council.

**Mayor Raimondo:**

- This is a great opportunity to get together to talk about regional solutions. More of these should take place in the future.

**1 OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

**Jo Bacon:**

- Here as resident of Mono County and Mammoth. Concerned over mistake in ballot; there are

**Note**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

2 seats available, not 3. Not placing blame, just wants to get the word out so there won't be any problems with the upcoming election.

**Bob Musil:**

- Yes, he just made a mistake. Vote by Mail ballots went out yesterday. He became aware of the issue yesterday, both sample and ballots were incorrect. He was lead person, his fault. Working with County Counsel and the ballot printer, ballot layout, and other counties for a solution. One option would be a separate ballot, to be voted alongside the primary ballot. Other option might be to temporarily cancel Town election and hold special election during summer. He will be in contact with town attorney to come to a resolution.
- 88 days is needed for a special election, but he hasn't yet looked at code to see if there are exceptions. Two council members will term out before 88 days, need to see if pushing election back will violate town charter.

**Supervisor Stump:**

- We need to do all we can to make this right. We should bear cost if special election is needed.
- Appreciates Bob's admission of a mistake.

**Andrew Morris, Town Attorney:**

- He will work closely with Stacey to make sure it's resolved.

**Greg Newbry:**

- As a member of public, representing measure G. Offers help to Bob in any way he can. Measure G needs 66%, general election is a little harder to get. Parcel tax renewal, \$640k is huge and needed for schools. G is for class size reduction, arts, music, wants to push measure G, very important for our schools. We need to attract people to come to Mammoth Lakes, families to move here, our schools need to be able to offer everything new residents are looking for.

**John Peters:**

- Resident of Bridgeport, operator of Bridgeport Inn. Next week is EMS appreciation week, didn't see that on the agenda. Wants to recognize public safety, wants to see it included in next year's governance calendar and all public safety.

## 2. AGENDA ITEMS

### A. Resolution of Appreciation for Dan and Leslie Dawson

Departments: Clerk of the Board

(Supervisor Corless) - Present Resolution of appreciation to Dan and Leslie Dawson.

**Action:** Approve resolution of appreciation to Dan and Leslie Dawson.

**Johnston moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**M16-109**

**Supervisor Corless:**

- Read resolution into record.

**Dan Dawson:**

- Thank you very much for the consideration and honor. Thought he was only here to introduce his successor. Pleasure to introduce his successor, Dr. Carol Blanchett.

**Carol Blanchett:**

- Appreciates Dan and Leslie's work as well. She is looking forward to the job ahead and working with everyone.

**Note**

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**Leslie Dawson:**

- Thank you for the recognition. Thinking about all the children they have been able to get out on the land, amazing opportunity for her life to be able to put all that together.

**B. Forest Plan Revision and USFS Fire Outlook**

Departments: Town Manager

(Jon Regelbrugge, District Ranger and John Wentworth, Councilmember) - Forest Service briefing on the current fire outlook, the Forest Plan Revision and Devils Postpile road improvement options followed by comments on the Forest Plan Update by Councilmember Wentworth.

**Action:** Hear presentation regarding USFS issues regarding USFS related topics followed by discussion and feedback.

**Jon Regelbrugge:**

- He is the District Ranger for the Mammoth and Mono Lake Districts, representing Inyo National Forest. With him is Margie Derose, Deputy District Ranger. Town Manager Dan Holler asked him to speak on a few topics.
- 1<sup>st</sup>, fire season, lots of uncertainty. Fire season depends on when, where, and under what weather conditions. Potential for some bad days. Water resources about average for precipitation and runoff, the Lake Tahoe Basin and northward seems above average runoff and watersheds, southern areas are below. We are about in the middle. Better than the last 4 drought years. Fuels reduction work is being done and will continue. Statewide outlook: on west side of Sierra Nevada, extreme bark beetle outbreak and high tree mortality. 100x more dead trees than can be processed by saw mills in area. Could see large west side Sierra Nevada fires. Southern Sierras have worse conditions than in previous years. Understands there was a lot of interest in fires last year, last fall Raimondo and Holler wanted to speak with fire forest managers to see if there's knowledge of how the fires there affect us over here. Field trip was taken, met with supervisor and management staff (Rough fire area). June 2 is another field trip day, hoping 2-3 representatives from the County and Town will meet with staff over there. Will follow up with Town Manager to make travel arrangements. May anticipate tighter fire restrictions in the forest this year, but right now things are pretty wet. Big fires don't typically come from campfires or recreational activities.

**Supervisor Johnston:**

- The Governor's budget is attacking the tree mortality issue. Money being filtered into system to help issue. Has been a big topic at Great Basin, wind and air quality.

**Supervisor Stump:**

- The San Joaquin Valley Air Pollution Control District has offered Great Basin a seat on their board. Good step for collaboration between east and west for prescribed activities.

**Jon Regelbrugge:**

- 2<sup>nd</sup>: forest plan revision. Inyo National Forest is revising forest plan, describes how Inyo National Forest will be managed. One of 3 forests in California currently revising their plan. Copies of the plan can be requested. County boards should be getting one hard copy set each. 90 day comment period open to the public.

**Supervisor Alpers:**

- Would like to publicly acknowledge Margie Rhodes for coming to RPAC meetings. Thanked her for coming, her presence is appreciated.

**Jon Regelbrugge:**

- 3<sup>rd</sup>, over snow vehicle travel management. Several years ago, forest service was sued. The suit named 11 national forests. Lawsuit was settled a few years ago, 5 of 11 forests would conduct surveys. If we have motorized over snow vehicle use, we must conduct appropriate decision making process to regulate over snow vehicles. 2 years ago, we got a grant. There

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are complexities related to new forest plan, potential problems with zoning. Pausing to see how to work it out. Goal is to come up with plan that fits in with mandates.

- Reds Meadow Road ends near Minaret Summit, then becomes national forest. Needs resurfacing, needs repair. Grant was received to do engineering and analysis of redoing the road. Looking for opportunities to fund the repair of the road.

**Colin Fernie:**

- Assuming the agreement in the next week or two, trails maintenance in the spring and summer?

**John Wentworth:**

- Had a presentation, may hold off. Asked to share at the Board of Supervisors meeting. Will work with CAO for a meeting in June.

**Supervisor Corless:**

- Planning on a similar discussion at ESCOG meeting in June in Bishop.

**C. Devils Postpile Options / Reds Meadow Road – Planning and Environmental Linkage Study**

Departments: Town/County Public Works

(Garrett Higerd, Grady Dutton, and Haislip Hayes) - Update on US Forest Service preliminary study evaluating options to improve Reds Meadow Road.

**Action:** Receive staff report and provide any desired direction to staff.

**Garret Higerd:**

- Consortium road is where it crests the hill and drops into Madera County. Upper 2.5 miles is the most difficult problem. Some options: Solution is close to \$30 million. Add retaining walls, make wider and safer. Others: maybe one lane pullouts, probably not a two lane road on upper section, similar to Rock Creek Road or Convict Lake Road, other projects that have been done in past. FAST act includes an increase in flat funding, a potential funding source for this project. For the grant, there are limitations on maintenance, 11.47% local match required.

**Grady Dutton:**

- We need a source of funding and maintenance for 20 years; he is encouraged that this is possible.

**Jo Bacon:**

- Interesting to hear the Town has a way to fund this.

**John Wentworth:**

- Encourages everyone to look at the documents. Important that the decision makers look at it through the lens. We have to act on this. In the forest service revision process, there are opportunities to forge relationships.
- There are mechanisms in place, tools we can use to move forward.
- The Town hasn't formally discussed that road or taking on the maintenance agreement.

**Supervisor Johnston:**

- We need to take advantage of these opportunities. Need to be strong in our comments to representatives in Congress. This speaks to all kinds of maintenance issues
- Need to not let Congress off the hook. Is there funding through national park system that can be used?

**Jon Regelbrugge:**

- There are separate programs through federal funding; National Parks and Forest Service both get line items, but the Parks portion is much larger. Most road funding goes to roads that completely within the parks system, that road is not. However, it leads to Devils Postpile, so it may be a possibility.

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#### **D. Air Service Update and Summer 2016 Partnership Request**

Departments: CAO

(John Urdi, Executive Director, Mammoth Lakes Tourism) - Air Service Update and Summer 2016 Partnership Request

**Action:** Hear update and provide discussion and feedback.

**John Urdi:**

- Here as a presenter but also on behalf of Mammoth management and staff. Went through power point.
- What is Air subsidy?  
Winter passenger numbers and cancellations
- Summer funding and cancellations history.
- Economic impacts of air service
- Economic impacts of air service to local economy and residents  
Air service finding, mono county inclusion
- Contribution request

**Supervisor Corless:**

- ESCOG supports sending a letter to FAA expressing interest in playing a role.

General discussion on incorporating the Bishop airport into the possibility of a backup to reduce cancellations, TSA presence, adding flights from Chicago.

**Colin Fernie:**

- Lots of important work as a Town and a County; the airport has a very close proximity to the Town of Mammoth Lakes and is a regional airport that runs from Bishop to Yosemite, typically a 45 minute plus drive to an airport like ours. We have a 10 minute drive.

**Jo Bacon:**

- No supervisor representation on the air service committee? Should consider.

**Supervisor Johnston:**

- Hard to justify subsidy when not all supervisors see benefit to their district.

**Supervisor Stump:**

- Saw Alaskan is in a buyout with another airline, please watch and update if that would create changes for us.

#### **E. Airport Update**

Departments: Town Public Works

(Grady Dutton) - Update on terminal planning and other airport issues.

**Action:** Hear staff report on Mammoth airport

**Grady Dutton:**

- Member from Regional office of San Francisco is going to visit the area along with Dave Cushing from LA office. Possibly the regional director also for a day.
- Air service is an operational meeting, talked about the future, projects, mostly staff, not appointed committee.
- Apron project, reconstructing in front of hangers. \$1.3m project. Airport fence is on list, mostly for wildlife. 8 foot chainlink fence has been approved, rather than 10 foot.
- Injunction, lawsuit in 2003, this is not the same. 2003 environmental impact statement done by TOML. Federal government and Town were sued by state/Sierra Club for not looking at environmental impacts. FAA has petitioned court to remove injunction, thinks does not apply anymore. Hoping to hear from court this Thursday.
- Feb 3<sup>rd</sup> was an airport workshop, went through entire history of airport, encourages people to go back and check that out.
- The \$3-6 million need for improvements will come up sometime in 2018 when we have to

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finance the plan, before construction docs and before goes out to bid.

**John Wentworth:**

- Mentioned \$3-6 million; when will the council need to take a vote on that? Can the Town and County do this together? Does this have regional benefit as well as to the Town?

**Supervisor Stump:**

- Hoping that the planning for the airport is taking aircraft becoming obsolete into account.

**F. Recreation - Youth Sports, Facilities, Current and Future Interconnections between the Town and County**

Departments: Town Manager, Parks and Recreation, Trails Coordinator

(Dan Holler, Stuart Brown, Joel Rathje) - Stuart Brown, Parks and Recreation Manager will present a recreation update including youth sports funding, facilities and interconnections between the Town and County. Dan Holler, Town Manager and Joel Rathje will facilitate discussion and brainstorming regarding the big recreation picture and future planning for countywide recreation.

**Action:** Discussion only, no action required at this time.

**Stuart Brown:**

- Overall vision is to be the best alpine recreation community in country. Wants indoor and outdoor sports available to residents and visitors. Always in need of additional funding to expand or to reach low income. Funding rec'd through County budget process helped.
- How can we better collaborate to offer opportunities? Still short of the funding we need to fully implement all programs.

**Michael Raimondo:**

- We did allocate \$6k extra with a challenge to County to match it.

**Supervisor Stump:**

- Noted that CSA #1 paid for snack bar, bathrooms, etc at Crowley

**Supervisor Johnston:**

- It's hard to justify this, worthwhile as it may be, since employees are still on furloughs

**Joel Rathje:**

- Trails bring communities together because of strong partnerships. Lots of maintenance, take care of what we've got. Start within municipal boundary. Trails are relatively inexpensive to build; people will travel to use that facility.

**G. ESTA Update and Transit Issue Discussion**

Departments: CAO

(John Helm) - Presentation by John Helm, ESTA Executive Director regarding transit activities including the short term transit plan and priorities, transit statistics, impact of the loss of STIP funds, and other topics including the Reds Meadows rehabilitation project.

**Action:** Hear presentation with discussion to follow.

**John Helm:**

- Brief update. New development, completion of short range transit plan. 5 year roadmap to help guide decisions and improvements going forward. Plan makes recommendations operationally and financially, suggests expanding routes from Lancaster to Reno 5 days a week, increase trolley line on Meridian corridor. Capital projects, recommends Mammoth Lakes transit hub to serve Mammoth Lakes and regional connections to ESTA's routes and YARTS. Enhancement of bus stops. Identified some funding sources to make these happen.

**Note**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

- Grants have been applied for. Full plan on ESTA's website.
- Ridership within Mono County is up 51% over past 3 years. Purple line has been operating at 83% load factor. Service is well utilized within the community.
- State transportation funding picture is dire at best. ESTA has benefitted from STIF (State Transportation Improvement Funding). Due to funding crisis, that funding is no longer available. A year ago, ESTA board approved setting aside monies in anticipation of this.
- By Memorial weekend, the new app called Swiftly should be operational.

**John Wentworth:**

- Concerned how policy questions to Town and Supervisors can get to them before decisions are made. Would like to see it agendized.
- Would like another joint meeting soon with this information, what we're willing to do or not.

**Supervisor Stump:**

- He wants more information before we delve into a policy item.

Consensus from Board to skip items H and I in the interest of time.

H. **Strategic Plan Update**

Departments: CAO/Town Manager

(Megan Mahaffey, Dan Holler) - Presentations by Town and County staff regarding their respective strategic plan updates. Additional material will be provided at the meeting.

**Action:** Hear presentations, provide feedback.

I. **Town/County Public Works Project Update**

Departments: Public Works

(Jeff Walters, Grady Dutton) - Overview of Town and County capital projects for this summer.

**Action:** Hear an overview of Town and County capital projects and provide feedback.

**Jeff Walters:**

- Quick update; Tioga will open "very soon". No services, but will open. No snow on the passes.

General thanks from both boards for getting the pass open.

J. **Solid Waste Flow Agreement**

Departments: Solid Waste

(Tony Dublino) - Agreement with the Town of Mammoth Lakes to facilitate an efficient closure of the Benton Crossing Landfill.

**Action:** Option 1: Approve entry into proposed Solid Waste Flow Control Agreement with the Town of Mammoth Lakes. Option 2: Direct staff to continue discussions on Flow Agreement with the Town, addressing specific points as directed by the Board. Option 3: Direct staff to begin preparation of Benton Crossing Final Closure Plan without the certainty of the Flow Agreement, and return to the Board for consideration of a rate increase to cover associated contingencies.

**Note**

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

**Tony Dublino:**

- Renewing his request for the 5 year agreement. In 2014, he was hoping to move this forward, which it finally did in July 2015. In packet today is the agreed upon points, may not meet recommendations from management.
- Went over costs, permitting and closure. Accepted time frame in Waste Management is 5 years to close a landfill. We have a preliminary closure plan, but need to develop final closure plan to establish exact design, and it has to be approved by CalRecycle. Lahontan needs to review, air quality control district gets involved. Plan estimates current cost at \$4.4m. Final closure plan will probably be close to that figure.

**Dan Holler:**

- Challenges have been not only how to fund the transfer station, but also how the parcel fee rolls back into it, and do we move the trash somewhere else. The waste needs to go somewhere. Balancing act is not raising disposal rates because the waste has to be taken further away, and if rates need to change because of construction of the new facility.

**Leslie Chapman:**

- Would like the Board to approve this agreement based on three concerns: we know how much waste flows into landfill, concerns over costs and tipping fees are escalating, and if we can be guaranteed a certain amount of waste from Town, we can keep tipping fees stagnant.
- If we can maintain this plan, then we can rebate to the Town a certain portion of solid waste assessments.
- Disagreement over indemnifications, insurance, liability

**Jo Bacon:**

- The reason this item was brought forward was to state certain policy items, not ready to agree to a contract. Can't agree to a contract without better recycling efforts.
- At a policy level, it is important that all issues be discussed.

**John Wentworth:**

- We need a process discussion on how it's presented to both boards so we can debate it as a body. Needs clarification on what is needed.

**Shields Richardson:**

- Wants to put together an action plan by a certain date so decisions can be made. Feels the big issues have been worked out. Tonnage is biggest issue in his mind.

**Colin Fernie:**

- Feels an ad hoc committee is appropriate, but feels the report in front of him is incomplete and he can't make a decision based on this.

**Andrew Morris, Town Attorney:**

- There will be a hit to the county if we take too much out of flow. There are ways to resolve all these issues, just need a little policy direction. Can work this out with Stacey. Feels Town and County are on the same page; feels policy issues can be worked out.

General Board discussion on both bodies being able to discuss these issues together rather than separately with staff. No one wants to be in the position where anyone has to throw money into this. This needs to be worked out to benefit everyone.

**Supervisor Stump:**

- Proposed directing staff per recommendations from Andrew Morris and Stacey Simon. Wants a report back by first of August. Would like a joint report.

Board Consensus that Town Attorney and County Counsel will take the lead on the remaining details in the flow agreement and will bring back to the Board.

**OPPORTUNITY TO ADDRESS THE BOARD**

*No one spoke.*

**Note**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

**ESTIMATE 1:20 TO RECONVENE FOR SPECIAL BOARD OF SUPERVISORS  
MEETING.**

ADJOURN at 12:54

ATTEST

---

FRED STUMP  
CHAIRMAN

---

HELEN NUNN  
SR. DEPUTY CLERK



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 21, 2016

**TIME REQUIRED**

**SUBJECT** Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Approve the minutes of the Special Meeting held May 17, 2016.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Helen Nunn

**PHONE/EMAIL:** x5534 / hnunn@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">5-17-16 draft minutes</a></p>
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**History**

Time	Who	Approval
6/16/2016 1:26 PM	County Administrative Office	Yes
6/16/2016 1:26 PM	County Counsel	Yes
6/15/2016 5:21 PM	Finance	Yes



**DRAFT MEETING MINUTES  
BOARD OF SUPERVISORS, COUNTY OF MONO  
STATE OF CALIFORNIA**

Regular Meetings: The First, Second, and Third Tuesday of each month. Location of meeting is specified just below.

MEETING LOCATION Mammoth Lakes Suite Z, 437 Old Mammoth Rd., Suite Z, Mammoth Lakes, CA 93546

**Regular Meeting  
May 17, 2016**

<b>Flash Drive</b>	
<b>Minute Orders</b>	M16-110 to M16-111
<b>Resolutions</b>	R16-35 to R16-37
<b>Ordinance</b>	ORD16-04 not used

1:25 PM Meeting Called to Order by Chairman Stump.

*Supervisors Present: Alpers, Corless, Fesko, Johnston and Stump.  
Supervisors Absent: None.*

*Closed Session: 2:22 p.m.  
Reconvene: 2:45 p.m.*

**The Mono County Board of Supervisors stream all of their meetings live on the internet and archives them afterward. To listen to any meetings from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>**

Pledge of Allegiance led by Steve Kerins.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

*No one spoke.*

2. APPROVAL OF MINUTES - NONE

3. RECOGNITIONS - NONE

**Note**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

#### 4. BOARD MEMBER REPORTS

The Board may, if time permits, take Board Reports at any time during the meeting and not at a specific time.

##### **Supervisor Alpers:**

- 5/11 - Attended the MBRPAC held at the LVCC. Under RPAC Board Member reports, Ilene Mandlebaum requested dog poop bags be dispensed at the LV Community Park. She also requested that redwood slats be installed totally encircling the LV Road Shop grounds. Bartshe Miller reported that Chautauqua registration is up this year to date.
- Margie DeRose of the USFS reported on the INF Plan Revision. The documents will be available on 5/27 with a 90 day comment period. Plan meeting will be held on 6/13 in Mammoth, 6/14 in Bishop, 7/22,23 in LA and 7/29 in SF. The Red's Meadows Road will be open sometime in the forest 2 weeks of June. She reported that many hazard trees have to be removed. The Over-the-Snow Plan has been put on hold temporarily due to a new Recreation Officer coming on board. Her name is Molly Burns, she comes from the US Bureau of Reclamation.
- Tony Dublino opened a discussion of the Conway Ranch Annual Report and Operations Plan and Strategic Facilities Plan to receive comments. FIM was in attendance to put forward its desire to continue sheep grazing operations on the 2 ranches. FIM discussed how important Conway and Mattly Ranches are to their overall operations. The ranches support 2 of their 6 bands of sheep. They are willing to cooperate on all issues involved. Thank you to Tony and Scott Burns for their attendance.
- 5/13 - Attended the Andrea Lawrence Award Dinner held at the Parallax Restaurant, McCoy Station, MMSA. The AL Award celebrates passionate engagement in community and the land. The 2016 recipients were Dan and Leslie Dawson in recognition of their 37 years of dedicated work at Valentine Camp and the Sierra Nevada Aquatic Research Laboratory (SNARL). Together, Dan and Leslie have created the educational programs and supported the ongoing research that makes Valentine Eastern Sierra Reserve a premier scientific institution which informs and inspires environmental stewardship in the Eastern Sierra. I want to personally thank the MMSA for generously underwriting this event in Andrea's memory in support of the Mono Lake Committee's work to carry on her legacy through the Andrea Lawrence Fund.
- Tomorrow morning (5/18) at 7am, David and Linda Dore will officially open the new EPIC CAFE in Lee Vining adjacent to Banta's Lakeview Motel. They will be open from 7am to 9pm Monday-Saturday and 7-11am in Sunday. Congratulations to the Dores for bringing their fine dining skills to a new business in Lee Vining!

##### **Supervisor Corless:**

- Town Council Candidate Forum, thanks to Paul and Kathleen Rudder for hosting.
- Sierra Club/Wilderness proposal meeting and forest plan revision discussion in district 5 at Clevenger Gallery.
- Legislative Conference this week, will take our platform to Sen. Berryhill and Asm. Bigelow, talk about key points such as transportation. At my meeting, I will have a guest, Mike McCarthy of Sierra Responsible Riders who wants to talk to Asm Bigelow about AB 2175. This bill was brought to my attention AB 2175/funding for CA State Parks OHV trust that funds the grant program used by our Sheriff's Department and forest service/BLM; will be requesting a letter of support from this board next month.
- Another Community Conversation, Thursday, June 2 5-7 pm upstairs at Mammoth Brewing
- Last week's reassignment consideration: a low point for our board, and very damaging; don't feel right about the discussion, not sure I had all the information to make a good decision. We somehow need to talk about this again in a productive manner that would move our board forward, it's having much bigger consequences than just the RCRC representative decision.

##### **Supervisor Fesko:**

- Wednesday May 11, I attended the Law Library Oversight Board. This meets once a year and

##### **Note**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

- Sunday May 15<sup>th</sup>, my wife and I had the honor to celebrate our best friend's 30<sup>th</sup> wedding anniversary. HAPPY ANNIVERSARY BILL AND BELEN KOCH!

**Supervisor Johnston:**

- Will be attending the CSAC Legislative Conference the next two days. The Governor's budget, vote-by-mail at the caucus discussion, and transportation funding (including a march on the State Capital) are among the items being considered.
- Attended the Great Basin Unified APCD on Monday. Items of note include election of me as Chairman (in rotation from Vice Chair), adoption of the SB270 (Owens Dry Lake work) budget, and the Great Basin normal budget. Significantly, the District was nominated for the EPAs highest award in the nation, i.e., the Clean Air Achievement Award. Staff will be going to Washington to receive the award for their work on the Owens Dry Lake.
- My son graduated from SDSU in Aerospace Engineering at a graduation ceremony which was really special for our family and friends in attendance.

**Supervisor Stump:**

- 5-16 : Provided opening comments at the California Association of Agricultural Commissioners and Sealers. Their four day meeting is in Mammoth.
- 5-16 : Attended the Great Basin Unified Air Pollution Control District meeting in Bridgeport.

5. COUNTY ADMINISTRATIVE OFFICE

**Leslie Chapman:**

- Jail is always an issue, you will hear more in the budget process.
- Met with Stacey Adler, Superintendent of schools. She interested in what's happening with juvenile hall in Inyo County and the preschools opening soon.
- Went to Bodie this weekend, lots of people there, nice weather
- Bound copies of legislative platform are here, please stop and pick one up.

6. DEPARTMENT/COMMISSION REPORTS

**Garrett Higerd:**

- Bids opened on Stock Dr. realignment project last Thursday. FAA gave us more time to open bids because they changed their specifications. Things are moving forward, bids came in right around \$400k for construction.

**Lynda Salcido:**

- Thursday is going to be disaster training, 9-12, exercising a drill if we had to open an alternate care site.

7. CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

**A. Inyo-Mono Hazardous Materials Management Program Contract**

Departments: Health Department

Proposed contract with County of Inyo pertaining to CUPA (Certified Unified Program Agency) program activities to be performed in Mono County, under the direction of the Environmental Health Director.

**Action:** Approve County entry into proposed contract and authorize Lynda Salcido, Public Health Director, to execute said contract on behalf of the County. Provide any desired direction to staff.

**Fesko moved; Corless seconded**

**Note**

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**Vote: 5 yes; 0 no**  
**M16-110**

**B. Approval of Master Crime Insurance Policy in Lieu of Master Bond**

Departments: County Counsel and Risk Management

Proposed Resolution Finding It Expedient to Approve a Master Crime Insurance Policy Providing Coverage to More than One Officer, Employee, or Agent of the County and Approving said Master Crime Insurance Policy for the Term of June 30, 2015 to June 30, 2017.

**Action:** Adopt proposed resolution #R16-35, direct the County Recorder to record the Master Crime Insurance Policy and the County Clerk and the Treasurer-Tax Collector to file said Policy. Provide any other desired direction to staff.

**moved; seconded**

**Vote: yes; no**

**R16-35**

8. CORRESPONDENCE RECEIVED (INFORMATIONAL) - NONE

All items listed are located in the Office of the Clerk of the Board, and are available for review.

9. REGULAR AGENDA - MORNING

**A. Installation of Transportation Art in June Lake**

Departments: Community Development Department

(Courtney Weiche) - Direction to staff to work with June Lake residents David and Amanda Carmichael on potential installation of a mural on retaining wall adjacent to June Lake Pines Motel in June Lake.

**Action:** Receive presentation by June Lake residents, David and Amanda Carmichael, regarding the installation of "Transportation Art" (a mural) on their property frontage. Authorize the Community Development Department, together with County Counsel, to prepare an application on behalf of Mono County to Caltrans for an encroachment permit to install the Art, and to prepare such other documentation as is necessary to memorialize agreement between the County and the Carmichaels and/or Caltrans for the installation and maintenance of the Art by the Carmichaels.

**Alpers moved; Johnston seconded**

**Vote: 5 yes; 0 no**

**M16-111**

**Courtney Weiche:**

- Introduced the item, went through the power point.

**David and Amanda Carmichael:**

- Working with the artist for over a year. Artist has done many works, renowned. Settled on

**Note**

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the design after conversation with residents.

**Christy Milovich:**

- The application is quite cumbersome but one requirement is a maintenance clause. This is just the preliminary approval by Board; once we have all terms set and a resolution drafted, it will be back before the Board.

**B. Temporary Road Closures for, and Assistance with, All Future Annual Bridgeport 4th of July Celebrations**

Departments: Public Works - Road

(Jeff Walters) - The Annual 4th of July Celebration in Bridgeport takes place every year. In past years Mono County Public Works has offered assistance, after Board authorization, to the Bridgeport Chamber of Commerce.

**Action:** 1. Receive staff report regarding a request for assistance with the Annual Fourth of July Celebrations in Bridgeport. 2. Consider and potentially adopt Resolution No. R16-36 , “A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of County Roads in Bridgeport and the Temporary Detour of Traffic onto County Roads in Bridgeport from Highway 395 for Annual Bridgeport Fourth of July Celebrations for the Next Five Years.” 3. Consider and potentially adopt Resolution No. R16-37, “A Resolution of the Mono County Board of Supervisors Authorizing the Department of Public Works to Assist with Setting Up and Disassembling Facilities Associated with Annual Bridgeport Fourth of July Celebrations for the Next Five Years.” 4. Provide any desired direction to staff.

**Fesko moved with changes as noted; Corless seconded**

**Vote: 5 yes; 0 no**

**R16-36**

**Fesko moved with changes as noted; Corless seconded**

**Vote: 5 yes; 0 no**

**R16-37**

**Jeff Walters:**

- This year is the 154<sup>th</sup> celebration. Bridgeport Chamber has requested assistance again from the county. Resolutions are somewhat generic due to the 4<sup>th</sup> of July not falling on the same day of the week each time.
- He was asked to bring this up by Bridgeport Chamber, particularly because of the Cal Trans issue. Trying to save time in the future by not having to come back every year to the board.

**Supervisor Johnston:**

- Doesn't agree it should be in perpetuity, thinks it should be timed. Nothing should be for life and not have future boards have the option to review. Not a problem with multiple years.

**Supervisor Stump:**

- Agrees with Supervisor Johnston. Does not like the forever idea, but agrees a few years are fine. Regarding cost, every year he's been on the board, he's had to request small amounts of money for parks in Benton and Chalfant. To have this cost approved feels it points out the disparity between Tri Valley and the rest of the county. Wants the resolutions amended, if could be 5 years, he could be in support.

**Note**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**

10. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

*No one spoke.*

11. **CLOSED SESSION**

*Nothing to report out of closed session.*

A. **Closed Session--Human Resources**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, and Dave Butters. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

B. **Closed Session - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Verizon California Inc. v. State Board of Equalization, et al.

C. **Closed Session - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Inland Aquaculture Group, LLC v. County of Mono, et al. (Mono Superior Court Case No. CV130033).

ADJOURN at 2:47 p.m.

ATTEST

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FRED STUMP  
CHAIRMAN

---

HELEN NUNN  
SR. DEPUTY CLERK

**Note**

**These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors**



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 21, 2016

**Departments: Public Works - Road**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Jeff Walters

**SUBJECT** Presentation of Appreciation in  
Recognition of Loran Kitts Retirement

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed resolution of appreciation for Loran Kitts.

**RECOMMENDED ACTION:**

Approve proposed resolution. Provide any desired direction to staff.

**FISCAL IMPACT:**

**CONTACT NAME:** Jeff Walters

**PHONE/EMAIL:** 760 932 5459 / jwalters@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY  
32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Fancy Resolution - Loran Kitts</a></p>
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**History**

Time	Who	Approval
6/9/2016 3:47 PM	County Administrative Office	Yes
6/14/2016 4:56 PM	County Counsel	Yes

6/8/2016 10:30 AM

Finance

Yes



**RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF MONO  
IN APPRECIATION OF LORAN KITTS**

**WHEREAS**, by and through this Resolution, the Board of Supervisors wishes to recognize Loran Kitts for his service and contribution to Mono County; and

**WHEREAS**, Loran was hired by Mono County on December 6, 1999 and has been an integral part of the road maintenance crew; and

**WHEREAS**, Loran's performance of his duties and responsibilities, and his working relationships were always characterized by an obvious dedication to the job; and

**WHEREAS**, in his capacity as Maintenance Worker III Loran was instrumental in training many other county staff in heavy equipment operations; and

**WHEREAS**, Loran has contributed to his local community and was Fire Chief for a number of years in Benton; and

**WHEREAS**, Loran responded during many Mono County emergencies including the flooding in Chalfant and many significant snow storms; and

**WHEREAS**, Loran took part many times in snow removal efforts in Yosemite National Park and Tioga Pass which allowed prompt opening of Highway 120 through the park ; and

**WHEREAS**, Loran assisted other county staff, particularly Road Area 1 (Crowley Lake) and Road Area 3 (Lee Vining), numerous times with their road maintenance operations; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Mono County Board of Supervisors recognize and thank Loran Kitts for his dedicated and reliable service to the people and visitors of Mono County and wish him a healthy and happy future.

**APPROVED AND ADOPTED THIS 21<sup>st</sup> DAY OF June, 2016, as follows:**

\_\_\_\_\_  
Fred Stump, Chair  
Supervisor, District Two

\_\_\_\_\_  
Tim Alpers  
Supervisor, District Three

\_\_\_\_\_  
Larry K. Johnston  
Supervisor, District One

\_\_\_\_\_  
Tim Fesko  
Supervisor, District Four

\_\_\_\_\_  
Stacy Corless  
Supervisor, District Five



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 21, 2016

**Departments: Community Development**

**TIME REQUIRED**

**PERSONS APPEARING BEFORE THE BOARD** Scott Burns

**SUBJECT** Resolution of Appreciation for Brent Calloway

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Approve and present Resolution of Appreciation to Brent Calloway

**RECOMMENDED ACTION:**

Approve and present Resolution of Appreciation to Brent Calloway for his years of service to Mono County

**FISCAL IMPACT:**

**CONTACT NAME:** Scott Burns

**PHONE/EMAIL:** 924.1807 / sburns@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Resolution</a></p>
---

**History**

Time	Who	Approval
6/16/2016 1:26 PM	County Administrative Office	Yes
6/16/2016 1:27 PM	County Counsel	Yes

6/15/2016 5:58 PM

Finance

Yes

**A RESOLUTION OF APPRECIATION OF THE MONO COUNTY BOARD OF SUPERVISORS  
RECOGNIZING BRENT CALLOWAY FOR HIS YEARS OF SERVICE TO MONO COUNTY**

**WHEREAS**, Brent Calloway has been a valuable asset to Mono County planning efforts, beginning even prior to employment; and

**WHEREAS**, while attending graduate school, Brent Calloway interviewed as a Bridgeport planner, which he was unable to accept due to university commitments, but while back at Cal Poly, Brent prepared a main street design plan for Benton and presented it to the community, in partial fulfillment of his planning degree, and

**WHEREAS**, with planning lineage (Brent’s father authored the Bodie State Park Master Plan that is still in effect today) Brent was hired as an intern following graduation, advanced to Community Development Analyst and later to Associate Analyst, before being enticed away by the Inyo-Mono Agricultural Commissioner with money, enhanced benefits and a more-convenient job location; and

**WHEREAS**, during his years of service, Brent oversaw the day-to-day operations of the permit system and permit center, produced CDD maps/graphics, developed an innovative mapping tool for the General Plan, updated development standards and regulations, including flexible parking standards, and the controversial transient rental overlay district; and

**WHEREAS**, Brent also refined numerous General Plan policies, mapped noise contours, projected traffic generation, collaborated on Bridgeport Main Street planning, assisted with water issues and agricultural policies, prepared a State-approved Housing Element, provided extensive outreach to landowners and planning groups, attended numerous community meetings, refined General Plan Environmental Impact Report mitigation measures, and was instrumental in Mono County’s nationally-recognized sage grouse conservation effort; and

**WHEREAS**, often working behind the scenes, Brent has been adept at applying creative and innovative solutions, and effectively presenting complex material in easily understood maps, illustrations and graphs, often in concise presentations before boards and commissions; and

**WHEREAS**, sharing an office with Wendy Sugimura, the pair became so effective and efficient that they affectionately became known as “Brendy”; Wendy is still recovering from his departure.

**NOW, THEREFORE, BE IT RESOLVED** that the Mono County Board of Supervisors acknowledges that although Brent is sorely missed, we look forward to strengthening our working relationship with the Ag Commissioner, and continuing to tap Brent’s significant talents on common planning issues.

**APPROVED AND ADOPTED** this 21<sup>ST</sup> day of June, 2016, by the Mono County Board of Supervisors.

\_\_\_\_\_  
**Larry Johnston, Supervisor District #1**

\_\_\_\_\_  
**Timothy Fesko, Supervisor District #4**

\_\_\_\_\_  
**Fred Stump, Supervisor District #2**

\_\_\_\_\_  
**Stacy Corless, Supervisor District #5**

\_\_\_\_\_  
**Tim Alpers, Supervisor District #3**



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 21, 2016

**Departments:** Community Development Department

**TIME REQUIRED**

**PERSONS APPEARING BEFORE THE BOARD** Scott Burns

**SUBJECT** Resolution of Appreciation for Courtney Weiche

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Resolution of Appreciation to Courtney Weiche

**RECOMMENDED ACTION:**

Approve and present Resolution of Appreciation to Courtney Weiche for her years of service to Mono County

**FISCAL IMPACT:**

**CONTACT NAME:** Scott Burns

**PHONE/EMAIL:** 924.1807 / sburns@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Resolution</a></p>
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**History**

Time	Who	Approval
6/16/2016 1:27 PM	County Administrative Office	Yes
6/16/2016 1:27 PM	County Counsel	Yes

6/15/2016 5:58 PM

Finance

Yes

**A RESOLUTION OF APPRECIATION OF THE MONO COUNTY BOARD OF SUPERVISORS  
RECOGNIZING COURTNEY WEICHE FOR HER YEARS OF SERVICE TO MONO COUNTY**

**WHEREAS**, Courtney Weiche joined the Community Development Department as an Assistant Planner in March 2008, later advancing to Associate Planner, and serving as lead planner on multiple projects and programs; and

**WHEREAS**, Courtney Weiche provided a full range of current, advanced, design and environmental planning services to Mono County and its communities, particularly June Lake and Long Valley; and

**WHEREAS**, Courtney exhibited a knack for involvement in controversial issues and projects, including the Rodeo Grounds development proposal of Intrawest; skate park, community garden and library planning for Crowley Community Center; mobile food carts; Crowley no-shooting regulations; the M-1 geothermal replacement project Use Permit and Environmental Impact Report (EIR) at Casa Diablo; community response to the closure of June Mountain; Rock Creek Canyon and Ranch specific plans/EIRs; the proposed listing of the sage grouse as an endangered species, and most recently the review of transient rental overlay district policies and proposals; and

**WHEREAS**, Courtney served as lead staff developing the Mono-Yosemite Trail Plan and supporting the June Lake Trails Committee, including US Forest Service outreach, pursuit of engineering support for the Down Canyon Trail, and assistance with events such as the annual trails day; and

**WHEREAS**, Courtney was responsible for the care and feeding of two of our most challenging community planning committees in June Lake and Crowley, and was instrumental in the recent update of the June Lake Area Plan and the Long Valley Area Plan, as well as trail plan updates within the Regional Transportation Plan; and

**WHEREAS**, known for her strong customer service skills and Power Point presentation talents, Courtney has been a frequent presenter before the Planning Commission and Board of Supervisors on numerous planning permits, including single- family home permits, variances, director review permits, General Plan amendments and use permits, specific plans and amendments, including EIRs; and

**WHEREAS**, as a valuable and popular member of the CDD team, Courtney will be sorely missed.

**NOW, THEREFORE, BE IT RESOLVED** that the Mono County Board of Supervisors commends Courtney Weiche for years of service to Mono County and its citizens, and hereby wishes all the best as she plans for the City of South Lake Tahoe.

**APPROVED AND ADOPTED** this 21<sup>ST</sup> day of June, 2016, by the Mono County Board of Supervisors.

\_\_\_\_\_  
Larry Johnston, Supervisor District #1

\_\_\_\_\_  
Timothy Fesko, Supervisor District #4

\_\_\_\_\_  
Fred Stump, Supervisor District #2

\_\_\_\_\_  
Stacy Corless, Supervisor District #5

\_\_\_\_\_  
Tim Alpers, Supervisor District #3



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 21, 2016

**Departments: Public Health**

**TIME REQUIRED**

**SUBJECT** Medi-Cal Administrative Activities  
(MAA) Contract

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed contract, 15-92037, with California Department of Health Care Services (DHCS) pertaining to Medi-Cal Administrative Activities (MAA). Term of contract is July 1, 2015 through June 30, 2018.

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### RECOMMENDED ACTION:

Approve County entry into proposed contract and authorize Kim Bunn, Public Health Fiscal & Administrative Officer, to sign said contract on behalf of the County. Provide any desired direction to staff.

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### FISCAL IMPACT:

The maximum amount of this Agreement is \$500,000.

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**CONTACT NAME:** Lynda Salcido, Public Health/EMS Director

**PHONE/EMAIL:** 760-924-1842 / lsalcido@mono.ca.gov

---

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

Lynda Salcido, Public Health/EMS Director

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Staff Report](#)

[MAA Contract 15-92037](#)

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History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
6/15/2016 7:23 AM	County Administrative Office	Yes
6/14/2016 4:58 PM	County Counsel	Yes
6/14/2016 6:28 PM	Finance	Yes

# COUNTY of MONO

P.O. BOX 3329  
MAMMOTH LAKES, CA 93546

Public Health (760) 924-1830 Fax (760) 924-1831  
Environmental Health (760) 924-1800 Fax (760) 924 1801



June 19, 2016

**TO:** Honorable Board of Supervisors

**FROM:** Lynda Salcido, Public Health/EMS Director

**SUBJECT:** California Medi-Cal Administrative Activities Contract 15-92037

## **RECOMMENDED ACTIONS:**

That the Board of Supervisors authorize entry into a contract between the County of Mono and the California Department of Health Care Services, 15-92037, for the provision of CMAA (California Medi-Cal Administrative Activities). Contract to be signed by Kim Bunn, Local Government Agency Representative, Public Health Fiscal and Administrative Officer.

## **DISCUSSION:**

CMAA reimbursement is federally funded through Medicaid and is a Federal Financial Participation (FFP) program, meaning that the federal government is willing to “participate” or share in the cost of the program. For CMAA, the Centers for Medicare and Medicaid Services (CMS) will pay either 50% of the cost depending on the activity or 75% for Program Planning and Policy Development that requires the CMAA qualifications of Skilled Professional Medical Personnel (SPMP) to perform the activity. Some activities include: Medi-Cal Outreach, assisting individuals to access Medi-Cal services, coordinating and monitoring Medi-Cal services to Medi-Cal Clients, improving access to and delivery of Medi-Cal covered services, contracting for the provision of Medi-Cal covered services and/or CMAA and coordinating the provision of and claiming for CMAA.

Due to staffing shortages at the State level this contract has been delayed and was just received by Public Health. Staff time study training will begin upon contract approval and invoicing should begin by fall 2016.

# COUNTY of MONO

P.O. BOX 3329  
MAMMOTH LAKES, CA 93546

Public Health (760) 924-1830 Fax (760) 924-1831  
Environmental Health (760) 924-1800 Fax (760) 924 1801



## **FISCAL IMPACT:**

The maximum allowed in this contract is \$500,000 for the term of the contract, July 1, 2015 through June 30, 2018. It is anticipated the amount claimed and paid to Mono County will be substantially less. Based on other small counties experiences we are budgeting just \$20,000 revenue for the first fiscal year.

For questions regarding this item, please call Lynda Salcido at 924-1842.  
Thank you.

REGISTRATION NUMBER	AGREEMENT NUMBER <b>15-92037</b>
---------------------	-------------------------------------

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

STATE AGENCY'S NAME <b>Department of Health Care Services</b>	(Also known as DHCS, CDHS, DHS or the State)
CONTRACTOR'S NAME <b>Mono County</b>	(Also referred to as Contractor)

2. The term of this Agreement is: **July 1, 2015**  
 through **June 30, 2018**

3. The maximum amount of this Agreement is: **\$ 500,000**  
**Five Hundred Thousand Dollars**

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

Exhibit A – Scope of Work	8 pages
Exhibit B – Budget Detail and Payment Provisions	6 pages
Exhibit C * – General Terms and Conditions	<u>GTC 610</u>
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement)	26 pages
Exhibit E – Additional Provisions	5 pages
Exhibit F – Contractor's Release Form	1 pages
Exhibit G – HIPPA	15 pages

See Exhibit E, Provision 1 for additional incorporated exhibits.

Items shown above with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

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

<b>CONTRACTOR</b>		<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>Mono County</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kim Bunn, Public Health Fiscal &amp; Administrative Officer</b>		
ADDRESS <b>P.O. Box 3329 Mammoth Lakes, CA 93546</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>Department of Health Care Services</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Don Rodriguez, Chief, Contract Management Unit</b>		
ADDRESS <b>1501 Capitol Avenue, Suite 71.5195, MS 1403, P.O. Box 997413, Sacramento, CA 95899-7413</b>		

Exempt per:

**Exhibit A  
Scope of Work**

**1. Service Overview**

Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein:

Contractor shall perform Medi-Cal Administrative Activities (MAA) on behalf of DHCS to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to Medi-Cal eligible and potentially eligible individuals and their families. These activities include: Medi-Cal Outreach, Facilitating Medi-Cal Application, Medi-Cal Non-Emergency Transportation, Contracting for Medi-Cal Services, Program Planning and Policy Development, Medi-Cal Administrative Activities Coordination and Claims Administration and Training.

**2. Service Location**

The activities shall be performed at applicable facilities within the Mono County geographic region.

**3. Service Hours**

The services shall be provided during normal Contractor working hours and days.

**4. Project Representatives**

A. The project representatives during the term of this Agreement will be:

**Department of Health Care Services**

Michelle Kristoff, Chief  
Medi-Cal Administrative Claiming Section

Telephone: (916) 341-6106  
Fax: (916) 324-0738  
E-Mail: [michelle.kristoff@dhcs.ca.gov](mailto:michelle.kristoff@dhcs.ca.gov)

**Mono County**

Kimberly Bunn  
Public Health Fiscal and Administrative  
Officer

Telephone: (760) 932-5587  
Fax: (760) 932-5584  
E-Mail: [kbunn@mono.ca.gov](mailto:kbunn@mono.ca.gov)

B. Direct all inquiries to:

**Department of Health Care Services**

Medi-Cal Administrative Claiming Section  
Attention: Damitra Hawkins  
1501 Capitol Ave., MS 4603  
P.O. Box 997436  
Sacramento, CA 95899-7436

Telephone: (916) 322-3995  
Fax: (916) 324-0738  
E-Mail: [damitra.hawkins@dhcs.ca.gov](mailto:damitra.hawkins@dhcs.ca.gov)

**Mono County**

Attention: Kimberly Bunn  
Public Health Fiscal and Administrative  
Officer  
Public Health  
P.O. Box 476  
Bridgeport, CA 93517Quincy, CA 95971

Telephone: (760) 932-5587  
Fax: (760) 932-5584  
E-Mail: [kbunn@mono.ca.gov](mailto:kbunn@mono.ca.gov)

**Exhibit A**  
**Scope of Work**

- C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

**5. Services to be Performed**

- A. The following Medi-Cal Administrative Activities (MAA) are *eligible* for Federal Financial Participation (FFP) only when they are identified in a MAA Claiming Plan approved by the State and the Centers for Medicare and Medicaid Services (CMS):

- 1) **Allowable Medi-Cal Outreach:** This activity may consist of discrete campaigns or may be an ongoing activity. This activity is directed to groups or individuals targeted to two goals:

- a. Bringing potential eligibles into the Medi-Cal system for the purpose of determining Medi-Cal eligibility.
- b. Bringing Medi-Cal eligibles into Medi-Cal services.

Outreach may consist of discrete campaigns or may be an ongoing activity, such as: sending teams of employees into the community to contact homeless alcoholics or drug abusers; establishing a telephone or walk-in service for referring persons to Medi-Cal services or eligibility offices; operating a drop-in community center for underserved populations, such as minority teenagers where Medi-Cal eligibility and service information is disseminated.

**NOTE: Public health outreach conducted by Local Government Agencies (LGAs) shall not duplicate the requirements on Medi-Cal managed care providers to pursue the enrollment of Medi-Cal eligibles in their service areas.**

- c. Allowable outreach activities shall be discounted by the Medi-Cal percentage or not discounted as follows:

- (1) Not Discounted: Outreach campaigns directed to the entire population to encourage potential Medi-Cal eligibles to apply for Medi-Cal are allowable, and the costs do not have to be discounted by the Medi-Cal percentage. These campaigns are Medi-Cal only eligibility outreach campaigns:

- a) Outreach campaigns directed toward bringing Medi-Cal eligibles into Medi-Cal covered services are allowable and the costs do not have to be discounted by the Medi-Cal percentage. In such campaigns, the language should clearly indicate that the message is directed only to persons eligible for Medi-Cal, and not the general public. These campaigns are service campaigns, targeted on specific Medi-Cal services, such as Early and Periodic Screening, Diagnosis and Treatment (EPSDT).

- b) A health education program or campaign may be allowable as a Medi-Cal administrative cost if it is targeted specifically to Medi-Cal services and for Medi-Cal eligible individuals, such as an educational campaign on immunization addressed to parents of Medi-Cal children. If the entire campaign is focused on Medi-Cal, the costs need not be discounted.

- (2) Discounted: Outreach campaigns directed towards bringing specific high risk populations (including both Medi-Cal and non-Medi-Cal persons) into health care

## Exhibit A Scope of Work

- services are only allowable to the extent they bring Medi-Cal eligibles into Medi-Cal services. The costs of these activities are claimable but discounted by the Medi-Cal percentage.
- a) If a specific Medi-Cal health education program is included as part of a broader general health education program, the Medi-Cal portion may be allowable if the cost of the general health education program is discounted according to the Medi-Cal percentage. Telephone, walk-in, or drop-in services for referring persons to Medi-Cal services, sometimes called "Information and Referral" are also allowable and discounted by the Medi-Cal percentage.
  - b) Discount methods approved by DHCS and CMS for calculating the Medi-Cal percentage discount may be utilized.
  - c) The Contractor may contract with non-governmental agencies or programs to conduct outreach activities. The subcontracted providers of TCM services, except in local education agencies, may conduct outreach activities, so long as the TCM service(s) and outreach activities are not performed by the same subcontractor employee. The subcontracted providers shall maintain an accurate accounting and reporting of the time spent on providing TCM services and performing allowable MAA outreach activities.
- 2) **Not-Allowable Medi-Cal Outreach:** Some activities that are not considered Medi-Cal outreach under any circumstances are:
- a. General preventive health education programs or campaigns addressed to lifestyle changes in the general population (e.g., Substance Abuse Narcotics Education (SANE), Drug Abuse Resistance Education (DARE), dental prevention, antismoking, alcohol reduction, etc.) are not allowable MAA.
  - b. Outreach campaigns directed toward encouraging persons to access social, educational, legal or other services not covered by Medi-Cal are not allowable.
- 3) **Facilitating Medi-Cal Application (Eligibility Intake):** This activity includes explaining Medi-Cal eligibility rules and the Medi-Cal eligibility process to prospective applicants; assisting an applicant to fill out a Medi-Cal eligibility application; gathering information related to the application and eligibility determination or re-determination from a client, including resource information and third party liability information, as a prelude to submitting a formal Medi-Cal application to the county welfare department; and/or providing necessary forms and packaging all forms in preparation for the Medi-Cal eligibility determination. This activity does not include the eligibility determination itself. These costs do not have to be discounted. The Contractor may contract with non-governmental agencies or programs to conduct eligibility intake activities. Providers of TCM services may conduct eligibility intake, so long as the service(s) and eligibility intake are not performed by the same employee. The non-governmental agencies or programs shall maintain an accurate accounting and reporting of the time spent on providing TCM services and performing Medi-Cal eligibility intake activities.
- 4) **Non-Emergency, Non-Medical Transportation:** The actual costs of arranging and providing non-emergency, non-medical transportation, and accompaniment, when medically necessary, by an attendant (not a TCM case manager) of Medi-Cal eligibles to Medi-Cal services are allowable as a Medi-Cal administrative cost to the extent that such costs are

## Exhibit A Scope of Work

actually borne by the Contractor in accordance with 42 Code of Federal Regulations, Section 440.170. Examples of allowable non-emergency, non-medical transportation costs include: taxi vouchers, bus tokens, mileage etc. The cost of mileage, meals and lodging will be no higher than allowed for travel by the federal General Services Administration. The cost of providing non-emergency, non-medical transportation for which no actual cost is borne by the State or Contractor is not an allowable MAA cost.

- a. **Separate Transportation Unit or Service:** In situations where a Contractor operates a separate transportation unit or contracts for the provision of transportation services, the costs of the unit or the contractor of actually providing the Medi-Cal non-emergency, non-medical transportation services for Medi-Cal eligibles to Medi-Cal covered services are an allowable Medi-Cal administrative cost. Costs may be calculated on a per mile or per trip basis for each Medi-Cal client transported, or by any other method allowed by Federal Law and Regulation.
  - b. **Transportation Costs and Targeted Case Management (TCM):** The costs of arranging for transportation of Medi-Cal eligibles to Medi-Cal services are part of the TCM rate. Therefore, the costs incurred by TCM case managers in arranging transportation for Medi-Cal eligibles to Medi-Cal services are not claimable as Medi-Cal administration. The TCM rate includes the travel costs incurred by the TCM case manager in providing the TCM services. A TCM case manager may transport or accompany a Medi-Cal eligible to a Medi-Cal service appointment only if the case manager is performing case management functions while actually accompanying the client. In such situations, the costs of the accompanying and transportation will be in the TCM rate and should not be claimed separately as an administrative activity.
- 5) **MAA Implementation Training:** Activities include the giving or receiving of training related to the overall implementation of the MAA program.
  - 6) **Other Training:** Training activities shall be time studied in accordance with the purpose of the training. For example, training related to Medi-Cal outreach shall be claimed as "Outreach"; training related to assisting a potential applicant complete a Medi-Cal application shall be claimed as "Facilitating Medi-Cal Application", etc. Training that is unrelated to MAA is not allowable.
  - 7) **Contracting for Medi-Cal Services:** This activity involves entering into agreements with community based organizations or other provider agencies for the provision of Medi-Cal services other than TCM and/or MAA. The costs of TCM subcontract administration should be included in the TCM rate.

**NOTE: A Contractor has the option of claiming the costs of contract administration for allowable MAA, such as Outreach, under that activity or the costs may be claimed under Contract Administration. Under no circumstances are the costs of contract administration for allowable MAA to be claimed under both Contract Administration and the activity, such as Outreach. Contracting for Medi-Cal services may only be claimed under Contract Administration.**

Contracting for Medi-Cal services and/or MAA is claimable as an administrative activity when the administration of those agreements meets all of the following criteria:

**Exhibit A**  
**Scope of Work**

- a. The contract administration is performed by an identifiable unit of one or more employees, whose tasks officially involve contract administration, according to the duty statements or job descriptions of the employees being claimed.
- b. The contract administration involves contractors that provide Medi-Cal services and/or MAA. The costs of contracting for TCM services with non-LGA providers should be claimed as part of the TCM rate. These costs cannot be separately claimed as MAA.
- c. TCM case managers and LGA subcontractors cannot claim for contract management. It is claimable only when performed by an LGA.
- d. The administrative costs of contracting by LGAs as service providers under managed care arrangements may not be claimed administratively and are considered to be in the managed care capitation payment to the LGA.
- e. The contract administration must be directed to one or more of the following goals:
  - (1) Identifying, recruiting, and contracting with community agencies as Medi-Cal service contract providers;
  - (2) Providing technical assistance to Medi-Cal subcontractors regarding County, State and Federal regulations;
  - (3) Monitoring provider agency capacity and availability; and
  - (4) Ensuring compliance with the terms of the agreement.

The contracts being administered must be for Medi-Cal services and/or MAA and may involve Medi-Cal populations only or may be general medical service agreements involving Medi-Cal and other indigent, non-Medi-Cal populations. When the contract involves a Medi-Cal and non-Medi-Cal population, the costs of contract administration shall be **discounted** by the Medi-Cal percentage.

8) **Program Planning and Policy Development (PP&PD)**: This activity may be claimed at the enhanced rate (75 percent FFP) if performed by a Skilled Professional Medical Personnel (SPMP), or the non-enhanced rate (50 percent FFP) if performed by a non-SPMP.

- a. Allowable: This activity is claimable when performed, either part-time or full-time, by one or more Contractor employees and subcontractors whose tasks officially involve PP&PD. Contractor employees performing this activity must have the tasks identified in the employee's position descriptions/duty statements. If the programs serve both Medi-Cal and non-Medi-Cal clients, the costs of PP&PD activities must be allocated according to the Medi-Cal percentages being served by the programs.

This activity is claimable as a direct charge for Medi-Cal administration only when PP&PD is performed by a unit of one or more Contractor employees who spend 100 percent of their paid working time performing this activity. This activity is claimable only if the administrative amounts being claimed for PP&PD persons and activities are not otherwise included in other claimable cost pools; and the amounts being claimed for such persons employed by (and activities taking place in) a service provider setting are not otherwise being reimbursed through the billable service rate of that provider. Costs

## Exhibit A Scope of Work

for persons performing this activity less than 100 percent of their time will be based on a time-survey.

In LGAs with county-wide managed care arrangements, PP&PD activities are claimable as Medi-Cal administration only for those services that are excluded from the managed care contracts.

Under the conditions specified above, the following tasks are allowable as MAA under this activity:

- (1) Developing strategies to increase Medi-Cal system capacity and close Medi-Cal service gaps. This includes analyzing Medi-Cal data related to a specific program or specific group.
  - (2) Interagency coordination to improve delivery of Medi-Cal services.
  - (3) Developing resource directories of Medi-Cal services/providers.
  - (4) For subcontractors, some PP&PD support services are allowable, e.g., developing resource directories, preparing Medi-Cal data reports, conducting needs assessments, or preparing proposals for expansion of Medi-Cal services.
- b. Not allowable: This activity is not allowable if staff performing this function are employed full-time by service providers, such as clinics. The full costs of the employee's salary are assumed to be included in the billable fee-for-service rate and separate MAA claiming is not allowed.

This activity is not allowable if staff who deliver services part-time in a LGA service provider setting, such as a clinic, are performing PP&PD activities relating to the service provider setting in which they deliver services.

- 9) **General Administration:** This includes activities that are eligible for cost distribution on an OMB Circular A-87 approved cost allocation basis. These costs are to be distributed proportionately to all of the activities performed:
- a. Attend or conduct general, non-medical staff meetings;
  - b. Develop and monitor program budgets;
  - c. Provide instructional leadership, site management, supervise staff, or participate in Employee performance reviews;
  - d. Review departmental or unit procedures and rules;
  - e. Present or participate in, in-service orientations and programs; and
  - f. Participate in health promotion activities for employees of the Contractor.
- 10) **Paid Time Off:** This activity is to be used by all staff involved in MAA to record usage of paid leave, including vacation, sick leave, holiday time and any other employee time off that is paid. This does not include lunch or meal breaks, off payroll time, or Compensatory Time Off (CTO) which shall be allocated as prescribed by the State.

**Exhibit A  
Scope of Work**

**11) Compensatory Time Off:**

CTO shall be time surveyed to the activity performed while working the extra hours.

**12) MAA/TCM Coordination and LGA Claims Administration:** Contractor employees whose position description/duty statement includes the administration of MAA and TCM on a Local Governmental Agency (LGA) service region-wide basis, may claim for the costs of these activities on the MAA detailed invoice as a direct charge.

Costs incurred in the preparation and submission of MAA claims at any level, including staff time, supplies, and computer time, may be direct charged. If the MAA/TCM Coordinator and/or claims administration staff are performing this function part-time, along with other duties, they must certify the percentage of total time spent performing the duties of MAA coordination and/or claims administration. The percentage certified for the MAA/TCM Coordinator and/or claims administration staff activities must be used as the basis for federal claiming. Charges for supervisors, clericals, and support staff may be allocated based upon the percentage of certified time of the MAA/TCM Coordinator and claims administration staff.

a. The MAA/TCM Coordinator and claims administration staff may claim the costs of the following activities, as well as any other reasonable activities directly related to the Contractor's administration of TCM services and MAA at the LGA-wide level:

- (1) Drafting, revising, and submitting MAA Claiming Plans, and TCM performance monitoring plans.
- (2) Serving as liaison with and monitoring the performance of claiming programs within the LGA and with the State and Federal Governments on MAA and TCM.
- (3) Administering LGA claiming, including overseeing, preparing, compiling, revising and submitting MAA and TCM invoices on a LGA-wide basis to the State.
- (4) Attending training sessions, meetings, and conferences involving MAA and/or TCM.
- (5) Training Contractor program and subcontractor staff on State, Federal, and Local requirements for MAA and/or TCM claiming.
- (6) Ensuring that MAA and/or TCM invoices do not duplicate Medi-Cal invoices for the same services or activities from other providers. This includes ensuring that services are not duplicated when a Medi-Cal beneficiary receives TCM services from more than one case manager.

**NOTE: The costs of the MAA/TCM Coordinator's time and claims administration staff time must not be included in the MAA claiming or in the TCM rate, since the costs associated with the time are to be direct charged. Charges for supervisors, clericals, and support staff for these employees may be allocated based upon the percentage of certified time of the MAA/TCM Coordinator and claims administration staff. The costs of TCM claiming activity at the TCM provider level are to be included in the TCM rate.**

b. Using the State Department of Health Care Services Time Survey for Employees Performing Medi-Cal Administrative Activities and/or Targeted Case Management

## Exhibit A Scope of Work

(DHCS 7093), which will be disseminated through policy directives, issued by the State, conduct an annual time survey for one month. DHCS has designated the annual MAA time survey to occur in either September or October. The time survey will identify all time spent on each of the above allowable MAA, non-claimable activities, and general administration and paid time off, which are proportionately allocated to all activities. The activities of staff providing Medi-Cal administration must be documented in accordance with the provisions of 42 CFR Sections 432.50, 433.32, and 433.34, and 45 CFR Parts 74 and 95, and OMB Circular A-87.

All non-Medi-Cal related activities and direct patient care services shall be time surveyed to "Other Programs/Activities" or "Direct Patient Care" on the Time Survey form, as appropriate.

- c. Comply with enabling legislation, regulations, administrative claiming process directives, and the Policy and Procedure Letters of the DHCS Safety Net Financing Division incorporated by reference in Exhibit E, Provision 1, which define program specific allowable MAA.
  - d. Provide to the State, comprehensive Medi-Cal Administrative Claiming Plan, in the format specified by the State. The claiming plan must be approved by the State and this agreement must be signed by both parties prior to the submission of MAA invoices.
  - e. Not discriminate against any eligible person because of race, religion, political beliefs, color, national or ethnic origin, ancestry, mental or physical disability, medical condition, marital status, age or sex.
  - f. Ensure all applicable State and federal requirements, as identified in Exhibit E, Provision 4, are met in performing MAA under this agreement. It is understood and agreed that failure by the Contractor to ensure all applicable State and Federal requirements not met in performing MAA under this agreement shall be sufficient cause for the State to deny or recoup payments to the Contractor and/or to terminate this agreement.
  - g. Submit a letter of intent to participate in the MAA Program six (6) months prior to the termination of this agreement for the purpose of extending the term of the agreement or initiating a new agreement, whichever is preferred by DHCS.
  - h. When an amendment of the contract is necessary because the original projected expenditure (aka: funding) was insufficient, a request must be submitted to DHCS at least 6 months prior to the end of the FY for which additional funding is necessary. If this request is not received timely, the contract will not be amended to address the insufficient funding and subsequent affected invoices will not be paid.
- B. The following MAA are *not eligible* for Federal Financial Participation (FFP) and must be excluded from claims:
- 1) Extensions of Direct Medical Services: Not allowable as MAA are activities that are integral parts or extensions of direct medical services, such as patient follow-up, patient assessment, patient education, or counseling.

**Exhibit B**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

- A. For administrative activities satisfactorily rendered and upon receipt and approval of the invoices, the DHCS agrees to compensate the Contractor for actual expenditures incurred in accordance with the conditions specified herein.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than quarterly in arrears to:

<u>Regular Mail</u>	<u>Overnight Mail</u>
CMAA Analyst Department of Health Care Services Safety Net Financing Division Administrative Claiming Local & Schools Services Branch MS 4603 PO Box 997436 Sacramento, CA 95899-7436	CMAA Analyst Department of Health Care Services Safety Net Financing Division Administrative Claiming Local & Schools Services Branch MS 4603 1501 Capitol Avenue Sacramento, CA 95814

C. Invoices shall:

- 1) Be prepared on both the Summary Invoice and Detailed Invoice incorporated by reference in Exhibit E, Provision 1.
- 2) Be prepared on Contractor letterhead and must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the activities performed under this agreement on the Summary Invoice.
- 3) Bear the Contractor's name as shown on the agreement on both the Summary Invoice and on the Detailed Invoice.
- 4) Identify the billing and/or performance period covered by the invoice on both the Summary Invoice and on the Detailed Invoice.
- 5) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement on the Detailed Invoice. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by DHCS.
- 6) Provide the State with complete invoice and expenditure information to include in the Centers for Medicare and Medicaid Services CMS 64 no later than *eighteen* (18) months after the end of the quarter for which the claim was submitted. This information shall be provided on the standardized Summary Invoice and Detailed Invoice.
- 7) Identify on the Detailed Invoice, the claim categories to which expenditure data must adhere for insertion into the CMS 64. A separate Detailed Invoice shall be submitted for each program, clinic, non-governmental entity and subcontractor claiming MAA costs pursuant to this agreement, except for contracted employees under the direct control of the Contractor. Contracted employees' costs shall be aggregated and reported in accordance with the MAA Invoice instructions. The Detailed Invoice(s) for each of the programs claimed shall correspond to the name of the claiming programs identified in the Contractors MAA Claiming Plan. The Invoice instructions and the MAA Claiming Plan are found in the LGA MAA Provider Manual incorporated by reference in Exhibit E, Provision 1.

**Exhibit B**  
Budget Detail and Payment Provisions

D. Rates Payable

- 1) The invoices may include the cost of expenses of staff and the operating expenses and equipment costs necessary to collect data, disseminate information, and carry out the staff activities outlined in this agreement.
    - a. The maximum rate of Federal reimbursement for compensation (salary and benefits), of activities qualifying under Federal regulations applying to "Skilled Professional Medical Personnel (SPMP)" of a public agency and their "directly supporting staff" shall be 75 percent of such costs for activities identified as "enhanced." The maximum rate of reimbursement for allowable costs of activities identified as "non-enhanced", performed by SPMP and their directly supporting staff, shall be 50 percent. The maximum rate of reimbursement for all allowable costs other than compensation applicable to SPMPs and their directly supporting staff shall be 50 percent.
      - (1) An SPMP is defined as an employee of the Contractor who has completed a 2-year or longer program leading to an academic degree or certification in a medically-related profession *and* who performs duties and responsibilities requiring professional medical knowledge and skills. Directly supporting staff are also employees of the Contractor. They are secretarial, stenographic, copy, file, or record clerks who are directly supervised by the SPMP, *and* who provide clerical services necessary for carrying out the professional medical responsibilities and administrative activities of the SPMP.
    - b. The rate of federal reimbursement is 50 percent Federal Financial Participation (FFP) for all costs of non- SPMPs and all costs of subcontractors (non-governmental entities) performing allowable administrative activities as defined in Provision 5, Services to be Performed, of Exhibit A, Scope of Work.
    - c. The maximum rate of reimbursement for all non-public subcontractors to the Contractor shall be 50 percent for all categories of cost.
- E. Certify the certified public expenditure from the Contractor's General Fund, or from any other funds allowed under federal law and regulation, for Title XIX funds claimed for MAA performed pursuant to W&I Code Section 14132.47. The State shall deny payment of any claim submitted under this agreement if it determines that the certification is not adequately supported for purposes of Federal Financial Participation (FFP). Expenditures certified for MAA costs shall not duplicate, in whole or in part, claims made for the costs of direct patient care. The following certification statement shall be made on each Summary Invoice submitted to the State for payment for the performance of MAA:

"I certify under penalty of perjury that the information provided on this invoice is true and correct, based on actual expenditures for the period claimed, and that the funds/contributions have been expended as necessary for federal matching funds pursuant to the requirements of 42 CFR 433.51, for allowable administrative activities and that these claimed expenditures have not been nor shall not subsequently be used for federal match in this or any other program. I have notice that the information is to be used for filing of a claim with the Federal Government for

**Exhibit B**  
**Budget Detail and Payment Provisions**

federal funds and knowing misrepresentation constitutes violation of the Federal False Claims Act."

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the DHCS shall have the option to either cancel this Agreement with no liability occurring to the DHCS, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**4. Amounts Payable**

- A. The amounts payable under this agreement shall not exceed:
  - 1) \$0 for the budget period of 07/01/15 through 06/30/16,
  - 2) \$250000 for the budget period of 07/01/16 through 06/30/17,
  - 3) \$250000 for the budget period of 07/01/17 through 06/30/18.
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

**5. Participation in Medi-Cal Administrative Claiming Process**

- A. As a condition of participation in the Medi-Cal Administrative Claiming process, and in recognition of revenue generated in the Medi-Cal Administrative Claiming process, the Contractor shall pay an annual participation fee through a mechanism agreed to by the State and Contractors, or, if no agreement is reached by August 1 of each year, directly to the State.
- B. The participation fee shall be used to cover the cost of administering the Medi-Cal Administrative Claiming process, including, but not limited to, claims processing, technical assistance, and monitoring. The State shall determine and report staffing requirements upon which projected costs will be based.
- C. The amount of the participation fee shall be based upon the anticipated State salaries, benefits, operating expenses and equipment, necessary to administer the Medi-Cal Administrative Claiming process and other costs related to that process.

**6. Non-Federal Matching Funds for Medi-Cal Administrative Activities**

**Exhibit B**  
Budget Detail and Payment Provisions

The Contractor will expend one hundred percent (100%) of the non-federal share of the cost of performing Medi-Cal Administrative Activities. By signing this agreement the Contractor certifies that the funds expended for this purpose shall be from the Contractor's general fund or from any other funds allowable under federal law and regulation.

**7. Claiming Overhead Costs**

- A. In order to claim administrative overhead costs, also referred to as "External Administrative Overhead" costs, the Contractor must have a State Controller's Office approved LGA administrative overhead cost allocation plan for the applicable period and these costs must be claimed in accordance with the plan. A LGAs plan is submitted to the California State Controller's Office, which has delegated authority from the Federal Government to approve it.
- B. Internal (departmental) administrative overhead costs are allowable for FFP only if there is a departmental overhead indirect cost allocation plan prepared and on file for audit purposes for the applicable period and costs are claimed in accordance with it following Federal Office of Management and Budget (OMB) Circular A-87 guidelines.
- C. Both external and internal administrative cost allocation plans must comply with provisions of the federal OMB Circular A-87, entitled "Cost Principles for State, Local, and Indian Tribal Governments" and Federal Publication OASC-10, entitled "A Guide for State and Local Governments/Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government."
- D. The Contractor must assure that costs claimed as direct costs not duplicate costs claimed through the application of the indirect cost rate.

**8. Offset of Revenues**

- A. To the extent that other funding sources have paid or would pay for the costs at issue, Federal Financial Participation (FFP) is not available and the costs must be removed from the total costs (*OMB Circular A-87, Attachment A, Part C., Item 4.a.*). The revenue offset categories which must be applied in developing the net costs include, but are not limited to:
  - 1) All unallowable federal funds, including not only federal grants but also federal payments for services under Medicare fee-for-service or encounter rates.
  - 2) All state expenditures which have been previously matched by the federal government (*includes Medicaid funds for medical assistance, such as the payment rate for services under fee-for-service or encounter rates*). Claims submitted will not be duplicative of Medicaid claims for costs that are part of the all inclusive rate for direct patient care.
  - 3) Private insurance and other fees collected from non-governmental sources.
  - 4) All applicable credits must be offset against claims for Medicaid funds. Applicable credits refer to those receipts or reduction of expenditure type transactions that offset or reduce expense items allocable to federal awards as direct or indirect costs.
  - 5) A program may not claim any federal match for administrative activities if its total cost has already been paid by the revenue sources above. A government program may not be reimbursed in excess of its actual costs, i.e., make a profit.

**Exhibit B**  
**Budget Detail and Payment Provisions**

**9. Requirements for Federal Financial Participation**

- A. Per 42 CFR, Section 432.2 et seq., and Section 433.1 et seq., Skilled Professional Medical Personnel (SPMP), and directly supporting staff, eligible for enhanced funding are defined as physicians, dentists, nurses, and other specialized personnel who have professional education and training in the field of medical care or appropriate medical practice and who are in an employer-employee relationship with the Contractor. SPMPs do not include other non-medical health professionals such as public administrators, medical analysts, lobbyists, senior managers or administrators of public assistance programs or of the Medi-Cal program.
- B. The seventy-five percent (enhanced) federal matching rate is only available for a Contractor that is contractually linked to the DHCS to perform Medi-Cal Administrative Activities. The enhanced federal matching rate can be claimed for salaries, benefits, travel and training of SPMP and their directly supporting clerical staff who are in an employee-employer relationship with the Contractor and are involved in activities that are necessary for the proper and efficient administration of the Medi-Cal Program.
- C. Fifty percent (non-enhanced) federal matching rate can be claimed for any of the Contractor's staff, or subcontractors, involved in the performance of activities that are necessary for the proper and efficient administration of the Medi-Cal Program. This includes claiming for SPMP and directly supporting clerical staff performing related activities that are non-enhanced. Additionally, the ability to claim SPMP under the MAA program is activity driven not education based. Expenditures for the actual furnishing of medical services by SPMP do not qualify for reimbursement via Medi-Cal Administrative Claiming, as medical services are paid for in the fee-for-services system.
- D. Qualifying SPMP costs may be matched at the 75 percent rate in proportion to the time worked by SPMP in performing those duties that require professional medical knowledge and skills, as evidenced by position descriptions, job announcements, or job classifications.

**10. Expense Allowability/Fiscal Documentation**

- A. Invoices, received from a contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by the DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

**Exhibit B**  
Budget Detail and Payment Provisions

**11. Federal Audit Disallowances**

- A. In addition to the indemnification required by Exhibit C, Provision 5, and notwithstanding any other provision of this agreement, the State shall be held harmless, in accordance with Provision 2, Budget Contingency Clause, paragraphs A and B, from any federal audit disallowance and interest resulting from payments made to the Contractor pursuant to W&I Code Section 14132.47, and this agreement, less the amounts already remitted to the State.
- B. To the extent that a federal audit disallowance and interest results from a claim or claims for the Contractor has received reimbursement for MAA, the State shall recoup from the Contractor which submitted the disallowed claim, through offsets or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year, less any amount already remitted to the State for the disallowed claim. All subsequent claims submitted to the State applicable to any previously disallowed MAA or claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.
- C. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for MAA performed by a non-governmental entity under agreement with, and on behalf of, the Contractor, the State shall be held harmless by that particular Contractor for 100 percent of the amount of any such final federal audit disallowance and interest less the amounts already remitted to the State for the disallowed claim.

**12. Program Name and Number for Federal Claiming**

- A. Title 31 – Money and Finance, Subtitle V – General assistance Administration, Chapter 75 – Requirements for Single Audits, Section 7502 requires each pass-through entity provide the subrecipient program names and any identifying numbers from which such assistance is derived. The Catalog of Federal Domestic Assistance (CFDA) number for this federal program is 93.778, Medical Assistance Program.
- B. Contractor shall include the language in Provision 12, Item A, in its contracts with subrecipients and vendors.

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**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the

following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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## Contractor's Release

### Instructions to Contractor:

**With final invoice(s) submit one (1) original and one (1) copy.** The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

### Submission of Final Invoice

Pursuant to **contract number** 15-92037 entered into between the Department of Health Care Services (DHCS) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** \_\_\_\_\_, in the **amount(s) of \$** \_\_\_\_\_ and **dated** \_\_\_\_\_.  
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

### Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

### Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

### Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

### Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by DHCS or purchased with or reimbursed by contract funds)

Unless DHCS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHCS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHCS, at DHCS' expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

### Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

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**ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE**

Contractor's Legal Name (as on contract): Mono County

Signature of Contractor or Official Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title of Person Signing: Kimberly Bunn, Public Health Fiscal and Administrative Officer

**Distribution:** Accounting (Original) Program

**Special Terms and Conditions**

*(For federally funded service contracts or agreements and grant agreements)*

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", "Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

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## 1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

## 2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

## 3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

### a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
  - (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.
- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

- (1) Equipment/property purchases shall not exceed \$50,000 annually.

To secure equipment/property above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
  - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
  - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
  - (c) Procurements shall be conducted in a manner that provides for all of the following:
    - [1] Avoid purchasing unnecessary or duplicate items.
    - [2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
    - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

#### 4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

- (1) **Reporting of Equipment/Property Receipt** - DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

- (2) **Annual Equipment/Property Inventory** - If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
- (c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
- (1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

- e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

**g. Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

**Automobile Liability Insurance**

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
- [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).
  - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
  - [3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

## 5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
- (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
  - (2) DHCS may identify the information needed to fulfill this requirement.
  - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
    - (a) A local governmental entity or the federal government,
    - (b) A State college or State university from any State,
    - (c) A Joint Powers Authority,
    - (d) An auxiliary organization of a California State University or a California community college,
    - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
    - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
    - (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
    - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.3. View this publication at the following Internet address: <http://www.dgs.ca.gov/ols/Resources/StateContractManual.aspx>.

- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
  - (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

*"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."*
- i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

## 6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

## 7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

- c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

## 8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

## 9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or

any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

## 10. Intellectual Property Rights

### a. Ownership

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
  - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.
- (4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts

reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

**b. Retained Rights / License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

**e. Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional

compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

**f. Warranties**

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) DHCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**g. Intellectual Property Indemnity**

- (1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged

infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

#### **h. Federal Funding**

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

#### **i. Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

### **11. Air or Water Pollution Requirements**

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

### **12. Prior Approval of Training Seminars, Workshops or Conferences**

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant

to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

### 13. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

### 14. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

### 15. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

- (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

## 16. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
- (1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement;*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
- (2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement,*** the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
- (3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards,*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding

agencies, or

- (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to DHCS a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

## 17. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease,

impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

#### 18. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

**19. Smoke-Free Workplace Certification**

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

**20. Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

**21. Payment Withholds**

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

**22. Performance Evaluation**

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

**23. Officials Not to Benefit**

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

**24. Four-Digit Date Compliance**

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

**25. Prohibited Use of State Funds for Software**

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**26. Use of Small, Minority Owned and Women's Businesses**

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

**27. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

**28. Union Organizing**

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

**29. Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
  - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
  - (2) Director's and executive committee member's fees.
  - (3) Incentive awards and/or bonus incentive pay.
  - (4) Allowances for off-site pay.
  - (5) Location allowances.
  - (6) Hardship pay.
  - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
  - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
  - (1) Be necessary and reasonable for the performance of the Agreement.
  - (2) Be determined in accordance with generally accepted accounting principles.
  - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.

## f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

**30. Suspension or Stop Work Notification**

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
  - (1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
  - (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:
    - (a) Cancel, extend, or modify the suspension or stop work notification; or
    - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

### 31. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

#### a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
  - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

#### b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for

influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

**Attachment 1  
State of California  
Department of Health Care Services**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

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

Mono County  
Name of Contractor

Kimberly Bunn  
Printed Name of Person Signing for Contractor

15-92037  
Contract / Grant Number

\_\_\_\_\_  
Signature of Person Signing for Contractor

\_\_\_\_\_  
Date

Public Health Fiscal and Administrative Officer  
Title

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services  
Safety Net Financing Division  
County-Based Medi-Cal Admin Activities  
1501 Capitol Avenue  
PO Box 997436 MS 4603  
Sacramento, CA 95899-7436

DHCS reserves the right to notify the contractor in writing of an alternate submission address.

Attachment 2

**CERTIFICATION REGARDING LOBBYING**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

Approved by OMB  
0348-0046

<p>1. Type of Federal Action:  <input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:  <input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:  <input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change                  For Material Change Only:                  Year _____ quarter _____                  date of last report _____.</p>
<p>4. Name and Address of Reporting Entity:  <input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee                  Tier ____, if known:                   Congressional District, If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:                   Congressional District, If known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:                   CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:                  \$</p>	
<p>10.a. Name and Address of Lobbying Registrant                  (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a.                  (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____                  Print Name: _____                  Title: _____                  Telephone No.: _____ Date: _____</p>	
<p><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction                  Standard Form-LLL (Rev. 7-97)</p>

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Exhibit E**  
Additional Provisions

**1. Additional Incorporated Exhibits**

A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. Contractors are required to fully comply with the directives in each document incorporated by reference herein and each update thereto. These documents may be updated periodically by DHCS, as required by program directives or changes in law or policy. Unless otherwise indicated, DHCS shall provide the Contractor with copies of said documents at or before the agreement is presented to the Contractor for review, acceptance, and signature and will require acknowledgement of receipt. Periodic updates to the below listed documents that are not electronically accessible via the Internet, an Extranet link or other mechanism will be presented to the Contractor under separate cover and acknowledgement of receipt will be required. DHCS will maintain on file, all documents referenced herein and any subsequent updates.

- 1) Health Administrative Manual Section 6-1000.\*
- 2) Local Government Agency (LGA) MAA Provider Manual.\*
- 3) Policy & Procedure Letters.\*
- 4) MAA Time Survey for Employees Performing Medi-Cal
- 5) Administrative Activities and/or Targeted Case Management
- 6) Medi-Cal Administrative Activities Summary Invoice.\*
- 7) Medi-Cal Administrative Activities Detailed Invoice.\*

\*View at [www.dhcs.ca.gov/provgovpart/Pages/CMAA.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/CMAA.aspx)

**2. Amendment Process**

A. Should either party, during the term of this agreement, desire a change or amendment to the terms of this agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

**3. Cancellation/Termination**

- A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
- B. Upon receipt of a notice of termination or cancellation from DHCS, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

**Exhibit E**  
Additional Provisions

- C. Contractor shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

**4. Contractor Responsibilities**

- A. Comply with 42 U.S.C., Section 1396 et seq., 42 Code of Federal Regulations (CFR) Part 400 et seq., and 45 CFR Part 95, California Welfare and Institutions Code, Division 9, Part 3, Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section 14200), and Title 22 California Code of Regulations CCR), Division (3 (commencing with Section 50000), all as periodically amended; State issued policy directives; and Federal Office of Management and Budget (OMB) Circular A-87, as periodically amended.
- B. If the Contractor enters into contracts with other organizations to perform MAA in support of the Contractor claiming administrative reimbursement, the Contractor shall have available for State and/or Federal review, any contract to perform administrative activities under the auspices of the Medi-Cal Program.
- C. The Contractor is responsible for the acts or omissions of its employees and/or subcontractors. Submission of a falsified Summary Invoice or Detailed Invoice by a Contractor shall constitute a breach of contract. Submission of a Summary Invoice or Detailed Invoice for which there is no supporting documentation by a Contractor may constitute a breach of contract.
- D. The conviction of an employee or subcontractor of the Contractor, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal Administrative Claiming process. Failure of a Contractor to exclude a convicted individual from participation in the Medi-Cal Administrative Claiming process shall constitute a breach of contract.
- E. Exclusion after conviction shall result regardless of any subsequent order under Section 1203.4 of the Penal Code allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.
- F. Suspension or exclusion of an employee or subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal Program, the Medicaid Program, or the Medicare Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal Administrative Claiming process. Failure of a Contractor to exclude a suspended or excluded individual from participation in the Medi-Cal Administrative Claiming process shall constitute a breach of contract.

**Exhibit E**  
Additional Provisions

- G. Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from the Medi-Cal Administrative Claiming process, when such license, certificate, or registration is required for the performance of Medi-Cal administrative activities. Failure of a Contractor to exclude an individual whose license, certificate, or registration has been revoked, suspended, or restricted, from participation in the Medi-Cal Administrative Claiming process, may constitute a breach of contract.

**5. State Responsibilities**

- A. Review, approve, as appropriate, and process Contractor claims for reimbursement of the allowable actual costs of providing administrative activities necessary for the proper and efficient administration of the Medi-Cal Program. Reimbursement shall be made subsequent to the quarter for which a claim for MAA is made. Any claim that cannot be approved shall be returned to the Contractor with a written explanation of the basis for disapproval.
- B. Provide the Contractor with a standardized format for the Summary Invoice, Detailed Invoice and MAA Claiming Plan which will be disseminated through policy directives issued by the State.
- C. Review MAA Claiming Plan and amendment(s) to the MAA Claiming Plan. Any amendment that cannot be approved shall be returned to the Contractor with a written explanation of the basis for disapproval. Any amendment to the MAA Claiming Plan shall not require a formal amendment to the agreement but may instead be effected via written approval of the amended MAA Claiming Plan signed by DHCS.
- D. Provide program monitoring and oversight including periodic site reviews for compliance with State and federal requirements and regulations. DHCS will retain ultimate responsibility for program oversight and policy interpretation.
- E. Submit approved MAA Claiming Plans and amendments to the Centers for Medicare and Medicaid Services (CMS) for review and approval if required.
- F. Make available to Contractors, training and technical support on proper administrative activities to be claimed, identifying costs related to these activities, and billing procedures. Training material is to be developed by and/or approved by DHCS.

**6. Joint Responsibilities**

- A. The State and the Contractor hereby agree to comply with all applicable laws governing the confidentiality of client information for Medi-Cal clients served by the Contractor, or subcontractor, under this agreement. Applicable laws include, but are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300, 45 CFR Sections 160, 162, and 164, Welfare and Institutions Code, Section 14100.2, and 22 California Code of Regulations, Section 51009.

**Exhibit E**  
Additional Provisions

**7. Audit**

- A. This provision supersedes Provision #4, entitled "Audit" in General Terms & Conditions (GTC 307). View Exhibit C at the following Internet site:  
<http://www.ols.dgs.ca.gov/Standard+Language>.
- B. Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative, and employees of the California Department of Justice, and the United States Centers for Medicare and Medicaid Services, shall have the right to review, access, examine, monitor, audit, and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to allow interviews of any employees, or staff of any subcontractor, who might reasonably have information related to such records by either state and/or federal authorities. Contractor agrees to retain all necessary records for a minimum period of three (3) years after the end of the quarter in which the expenditures were incurred for MAA and, if an audit is in progress, all records relevant to the audit shall be retained until the completion of the audit or the final resolution of all audit exceptions, deferrals, and/or disallowances, whichever is later, and if litigation has been initiated, all necessary records shall be retained until the final resolution of the litigation. The records shall fully disclose the type and extent of administrative activities performed by the appropriate staff. The Contractor shall furnish such documentation and any other information regarding the performance of and payment for MAA, upon request, to the state or federal government.

**8. Definitions**

- A. The following definitions are applicable to this Contract.
- 1) "CFDA number" means the number assigned to a federal program in the Catalog of Federal Domestic Assistance (CFDA).
  - 2) "Federal award" means federal financial assistance and federal cost-reimbursement contracts that non-federal entities receive directly from federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, under grants or contracts, used to buy goods or services from vendors.
  - 3) "Federal awarding agency" means the federal agency that provides an award directly to the recipient.
  - 4) "Federal program" means all federal awards to a non-federal entity assigned a single number in the CFDA.
  - 5) "Pass-through entity" means a non-federal entity that provides a federal award to a subrecipient to carry out a federal program.

**Exhibit E**  
Additional Provisions

- 6) "Recipient" means a non-federal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.
  - 7) "Subrecipient" means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. Guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133
  - 8) "Vendor" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program. Additional guidance on distinguishing between a subrecipient and a vendor is provided on OMB Circular A-133.
- B. The definitions in Provision 8, Item A, shall be included in all of Contractor's contracts with subrecipients and vendors.

**Exhibit G**  
HIPAA Business Associate Addendum

**I. Recitals**

- A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").
- B. The Department of Health Care Services ("DHCS") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.
- C. As set forth in this Agreement, Contractor, here and after, is the Business Associate of DHCS acting on DHCS' behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHCS and creates, receives, maintains, transmits, uses or discloses PHI and PI. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
- D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that DHCS must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act, and the Final Omnibus Rule as well as the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, and any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order.
- E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

**II. Definitions**

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the Final Omnibus Rule.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the final Omnibus Rule.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and Final Omnibus Rule.
- D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.

**Exhibit G**  
HIPAA Business Associate Addendum

- E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
- G. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.
- H. Personal Information shall have the meaning given to such term in California Civil Code section 1798.29.
- I. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
- J. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- M. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act, and the HIPAA regulations.

### III. Terms of Agreement

#### A. Permitted Uses and Disclosures of PHI by Business Associate

***Permitted Uses and Disclosures.*** Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DHCS, provided that such use or disclosure would not violate the

**Exhibit G**  
HIPAA Business Associate Addendum

HIPAA regulations, if done by DHCS. Any such use or disclosure must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, the HIPAA regulations, the Final Omnibus Rule and 42 CFR Part 2.

1. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Addendum, Business Associate may:
  - a. **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate provided that such disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
  - b. **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to DHCS. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of DHCS.

**B. Prohibited Uses and Disclosures**

1. Business Associate shall not disclose PHI about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a).
2. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of DHCS and as permitted by 42 U.S.C. section 17935(d)(2).

**C. Responsibilities of Business Associate**

Business Associate agrees:

1. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
2. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of DHCS, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and

**Exhibit G**  
HIPAA Business Associate Addendum

which incorporates the requirements of section 3, Security, below. Business Associate will provide DHCS with its current and updated policies.

3. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
  - a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;
  - b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement;
  - c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
  - d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with DHCS.

- D. **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

**E. Business Associate's Agents and Subcontractors.**

1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of DHCS, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act the HIPAA regulations, and the Final Omnibus Rule, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI and PI. Business associates are directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of protected health information that are not authorized by its contract or required by law. A business associate also is directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate. Business Associate shall incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI or PI be reported to Business Associate.

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2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:
  - a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by DHCS; or
  - b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

**F. Availability of Information to DHCS and Individuals.** To provide access and information:

1. To provide access as DHCS may require, and in the time and manner designated by DHCS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS (or, as directed by DHCS), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for DHCS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS health plans; or those records used to make decisions about individuals on behalf of DHCS. Business Associate shall use the forms and processes developed by DHCS for this purpose and shall respond to requests for access to records transmitted by DHCS within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
2. If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable DHCS to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).
3. If Business Associate receives data from DHCS that was provided to DHCS by the Social Security Administration, upon request by DHCS, Business Associate shall provide DHCS with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.

**G. Amendment of PHI.** To make any amendment(s) to PHI that DHCS directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner designated by DHCS.

**H. Internal Practices.** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHCS, or created or received by Business Associate on behalf of DHCS, available to DHCS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS or by the Secretary, for purposes of determining DHCS' compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to DHCS and shall set forth the efforts it made to obtain the information.

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**I. Documentation of Disclosures.** To document and make available to DHCS or (at the direction of DHCS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c). If Business Associate maintains electronic health records for DHCS as of January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Business Associate acquires electronic health records for DHCS after January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.

**J. Breaches and Security Incidents.** During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

1. **Notice to DHCS.** (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

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2. **Investigation and Investigation Report.** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. If the initial report did not include all of the requested information marked with an asterisk, then within 72 hours of the discovery, Business Associate shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:
3. **Complete Report.** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. If all of the required information was not included in either the initial report, or the Investigation Report, then a separate Complete Report must be submitted. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form. DHCS will review and approve or disapprove the determination of whether a breach occurred, is reportable to the appropriate entities, if individual notifications are required, and the corrective action plan.
4. **Notification of Individuals.** If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.
5. **Responsibility for Reporting of Breaches.** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to DHCS in addition to Business Associate, Business Associate shall notify DHCS, and DHCS and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.
6. **DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to

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the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413  Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a>  Telephone: (916) 445-4646  Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413  Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a> Fax: (916) 440-5537  Telephone: EITS Service Desk (916) 440-7000 or (800) 579-0874

**K. Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by DHCS of this Addendum, it shall take the following steps:

1. Provide an opportunity for DHCS to cure the breach or end the violation and terminate the Agreement if DHCS does not cure the breach or end the violation within the time specified by Business Associate; or
2. Immediately terminate the Agreement if DHCS has breached a material term of the Addendum and cure is not possible.

**L. Due Diligence.** Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.

**M. Sanctions and/or Penalties.** Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act and the HIPAA regulations.

**IV. Obligations of DHCS**

DHCS agrees to:

**A. Notice of Privacy Practices.** Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR section 164.520, as well as any changes to such notice. Visit the DHCS Privacy Office to view the most current Notice of Privacy Practices at: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx> or the DHCS website at [www.dhcs.ca.gov](http://www.dhcs.ca.gov) (select "Privacy in the left column and "Notice of Privacy Practices" on the right side of the page).

**B. Permission by Individuals for Use and Disclosure of PHI.** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

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- C. *Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that DHCS has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. *Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS.

**V. Audits, Inspection and Enforcement**

- A.** From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does DHCS':
  - 1. Failure to detect or
  - 2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of DHCS' enforcement rights under this Agreement and this Addendum.
- B.** If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify DHCS and provide DHCS with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

**VI. Termination**

- A. *Term.*** The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the contract and shall terminate when all the PHI provided by DHCS to Business Associate, or created or received by Business Associate on behalf of DHCS, is destroyed or returned to DHCS, in accordance with 45 CFR 164.504(e)(2)(ii)(I).
- B. *Termination for Cause.*** In accordance with 45 CFR section 164.504(e)(1)(ii), upon DHCS' knowledge of a material breach or violation of this Addendum by Business Associate, DHCS shall:
  - 1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHCS; or
  - 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.

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- C. *Judicial or Administrative Proceedings.*** Business Associate will notify DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. DHCS may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. DHCS may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- D. *Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHCS (or created or received by Business Associate on behalf of DHCS) that Business Associate still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

**VII. Miscellaneous Provisions**

- A. *Disclaimer.*** DHCS makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS' request, Business Associate agrees to promptly enter into negotiations with DHCS concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. DHCS may terminate this Agreement upon thirty (30) days written notice in the event:
1. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by DHCS pursuant to this Section; or
  2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. *Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

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- D. *No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than DHCS or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. *Interpretation.*** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.
- F. *Regulatory References.*** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. *Survival.*** The respective rights and obligations of Business Associate under Section VI.D of this Addendum shall survive the termination or expiration of this Agreement.
- H. *No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

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**Attachment A**  
Business Associate Data Security Requirements

**I. Personnel Controls**

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentiality Statement.*** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- D. *Background Check.*** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

**II. Technical Security Controls**

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- B. *Server Security.*** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. *Removable media devices.*** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

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- E. *Antivirus software.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. *Patch Management.*** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- G. *User IDs and Password Controls.*** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
  - Lower case letters (a-z)
  - Arabic numerals (0-9)
  - Non-alphanumeric characters (punctuation symbols)
- H. *Data Destruction.*** When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.
- I. *System Timeout.*** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. *Warning Banners.*** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. *System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. *Access Controls.*** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

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- M. *Transmission encryption.*** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. *Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

**III. Audit Controls**

- A. *System Security Review.*** All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. *Log Reviews.*** All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. *Change Control.*** All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

**IV. Business Continuity / Disaster Recovery Controls**

- A. *Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. *Data Backup Plan.*** Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

**V. Paper Document Controls**

- A. *Supervision of Data.*** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. *Escorting Visitors.*** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.

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- C. Confidential Destruction.** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. Removal of Data.** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- E. Faxing.** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. Mailing.** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.



**PAYEE DATA RECORD**

STD. 204 (Rev. 5/06)\_DHCS (Page 2)

<b>1</b>	<p><b>Requirement to Complete Payee Data Record, STD. 204</b></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>						
<b>2</b>	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>						
<b>3</b>	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>						
<b>4</b>	<p><b><u>Are you a California resident or nonresident?</u></b></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a></td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a></td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a>	For hearing impaired with TDD, call:	1-800-822-6268	Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a>
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a>					
For hearing impaired with TDD, call:	1-800-822-6268	Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a>					
<b>5</b>	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>						
<b>6</b>	<p>This section must be completed by the State agency requesting the STD. 204.</p>						

**Privacy Statement**

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.

All questions should be referred to the requesting State agency listed on the bottom front of this form.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 21, 2016

**Departments: Finance**

**TIME REQUIRED**

**SUBJECT** Property Tax Software Maintenance  
Agreement

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

2016-17 Proposed contract and addendum with Megabyte Systems, Inc. for software maintenance and web services.

---

### RECOMMENDED ACTION:

Approve proposed contract and addendum with Megabyte Systems, Inc. for software maintenance and web services pertaining to the County property tax system not to exceed \$120,000.

---

### FISCAL IMPACT:

Not to exceed \$120,000 for FY 2016-17.

---

**CONTACT NAME:** Stephanie Butters

**PHONE/EMAIL:** 7609325496 / sbutters@mono.ca.gov

---

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY  
32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download
<a href="#">16-17 Megabyte Contract Staff Report</a>
<a href="#">2016-17 Megabyte Maintenance Agreement-Mono</a>
<a href="#">2016-17 Megabyte Maintenance Agreement-Mono Exhibit A</a>
<a href="#">2016-17 Megabyte Maintenance Agreement-Mono Exhibit B</a>
<a href="#">2016-17 Megabyte Maintenance Agreement-Mono Addendum for Web Services</a>

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
6/15/2016 6:38 AM	County Administrative Office	Yes
6/16/2016 9:42 AM	County Counsel	Yes
6/15/2016 5:58 PM	Finance	Yes



**DEPARTMENT OF FINANCE  
AUDITOR-CONTROLLER  
COUNTY OF MONO**

---

*Stephanie M. Butters  
Assistant Finance Director  
Auditor-Controller*

*Janet Dutcher, CPA, CGFM  
Director of Finance*

*P.O. Box 556  
Bridgeport, California 93517  
(760) 932-5490  
Fax (760) 932-5491*

Date: June 14, 2016  
To: Honorable Board of Supervisors  
From: Stephanie Butters, Assistant Finance Director/Auditor-Controller  
Subject: Property Tax Software Maintenance Contract

---

**Recommended Action:**

Approve proposed contract and addendum with Megabyte Systems, Inc. for software maintenance and web services pertaining to the County property tax system not to exceed \$120,000. Provide any desired direction to staff.

**Discussion:**

The annual maintenance support agreement and addendum for web services for the property tax software covers the period of July 1, 2016 to June 30, 2017 with our software provider, Megabyte Systems, Inc. Web services make up \$5,310.63 of the cost and include on-line payments and electronic access to tax information for the public. The total annual cost is shared by the Assessor and the Finance Department.

**Fiscal Impact:**

Not to exceed \$120,000 for FY 2016-17.

**AGREEMENT  
MPTS PROPERTY TAX SYSTEM  
MAINTENANCE**

1 THIS SUPPORT AGREEMENT, is for the term beginning July 1, 2016 and terminating June 30, 2017  
2 by and between the COUNTY OF MONO, hereinafter referred to as the "County" and MEGABYTE  
3 SYSTEMS INC, whose mailing address is 2630 Sunset Blvd, Suite 100, Rocklin, California 95677,  
4 hereinafter referred to as the "Contractor". Federal Id: 77-0547969.

- 5 1. The County hereby engages the services of the Contractor, and the Contractor agrees to  
6 serve County in accordance with the terms and conditions set forth herein.
- 7 2. Work. Subject to the terms and conditions set forth in this agreement, Contractor shall  
8 provide the services described in Exhibit A.
- 9 3. Price. In consideration of Contractor's fulfillment of the promised work, County shall pay  
10 Contractor the amount set forth in Exhibit B. Support to County in excess of the terms of  
11 this agreement, as deemed necessary by County, will be billable to County at Contractor's  
12 standard hourly rate subject to advance written approval of County. If on-site support is  
13 required, travel time and expenses will be charged in addition to the hourly rate for work  
14 on-site.
- 15 4. Payments. County shall make payments of compensation hereunder monthly on submittal  
16 of an invoice. Contract payments are due and payable to Megabyte Systems, Inc. 2630  
17 Sunset Blvd, Suite 100, Rocklin, California 95677, within 15 working days of receipt of the  
18 invoice. Invoices shall be submitted to:

19 Mono County Department of Finance  
20 PO Box 556  
21 Bridgeport, CA 93517

22 The total sum of all payments made by the County to Contractor for services and work  
23 performed under this agreement shall not exceed \$120,000.

- 24 5. Changes. Changes and modifications to this Agreement may only be made by prior  
25 written change order of County, accepted in writing by the Contractor, specifying such  
26 change(s) including adjustment(s) to price and delivery schedule (if any), as are agreed to  
27 by the parties hereto. In no case shall County pay for any extra work or material furnished  
28 except as previously agreed upon in such a written change order. The Contractor and the

29 County shall determine whether any change or modification will cause a delay in  
30 Contractor completing all work and if so, the duration of such delay.

31 6. County's Responsibility to Provide. County will provide, at its own expense, access to  
32 Megabyte via Megabyte's network or via the Internet as long as it is at acceptable speeds  
33 (County minimum of T1 or business DSL speed).

34 7. No Waiver by County. Inspection of the work by the County, or the statement by any  
35 officer, agent, or employee of the County, prior to written acceptance of the work or any  
36 part thereof, indicating that the work or any part thereof complies with the requirements  
37 of this Agreement, or the County's payment for the whole or any part of the work, or any  
38 combination of these acts, shall not relieve the Contractor of obligation to fulfill this  
39 Contract as prescribed. Waiver of any provision of this Agreement by the County in any  
40 single instance shall not prejudice County's right to enforcement of all provisions of this  
41 Agreement in any other instance.

42 8. Hold Harmless. Contractor agrees to defend, indemnify, save and hold harmless the  
43 County, its officers, agents, and employees, from and against any and all claims and  
44 losses whatsoever accruing or resulting to any and all persons, firms or corporations for  
45 damage, injury or death as a result of negligence by Contractor in Contractor's  
46 performance of this Agreement.

47 9. Patent or Copyright Infringement.

48 A. Contractor represents that the materials and products produced hereunder do not  
49 violate others intellectual property rights (which include patent, copyright, trademark,  
50 trade secret or other proprietary right.) In the event a claim, cause of action,  
51 proceeding or other legal action should arise in which there are claims that the  
52 materials and/or products infringe or violate another's intellectual property rights,  
53 Contractor shall undertake to protect, defend, settle or resolve the proceeding at no  
54 cost, whatsoever, to County, including, but not by way of limitation, legal fees,  
55 disbursements, judgments, or the like. Contractor shall protect, defend and  
56 indemnify and hold County harmless, subject only to County giving Contractor  
57 prompt written notice of any such third party claim, cause of action or proceedings  
58 and rendering to Contractor any reasonable information, assistance or access to  
59 documents and materials required in the defense of any such cause of action.

60 B. Should the materials and/or products in Contractor's opinion, be likely or become the  
61 subject of a claim of infringement of a patent, copyright or trademark, Contractor  
62 may do any of the following: (1) obtain a legally binding right for County to use, at

63 no cost to County, the material and/or product; (2) replace or modify the material  
64 and/or product so that it is non-infringing yet still complies with the RFP and the  
65 Contract specifications; (3) repurchase the material and/or product by refunding all  
66 moneys paid by County to Contractor for the material and/or product less  
67 depreciation and reasonable costs for use and such other amounts as are mutually  
68 agreeable to County and Contractor.

69 10. Title to Work. Upon termination of this agreement for any reason title to, ownership of,  
70 and all applicable patents, copyrights and trade secrets in the MPTS2000+/MPTS2010+  
71 software, shall remain with the contractor as owner/holder of such patents, copyrights,  
72 and trade secrets, who shall retain complete rights to market such product, and no such  
73 rights shall pass to County. However, County shall receive, at no additional cost, a  
74 perpetual license to use such products for its own use.

75 11. Source Code. Contractor shall place source code for the licensed software and any  
76 changes thereto, into a software escrow account. County shall have access to the source  
77 code in the event Contractor fails to fulfill its maintenance and support obligations, or in  
78 the event of bankruptcy, dissolution, or appointment of a receiver for Contractor. County  
79 shall be able to use the source code according to the terms of this agreement, and must  
80 also be permitted to modify the code for its own use consistent with this agreement.

81 12. Insurance. Contractor shall maintain, at Contractor's own expense during the term  
82 hereof, insurance with respect to Contractor's performance of this Agreement of the  
83 types and in the minimum amounts described generally as follows:

84 A. Full Workmen's Compensation and Employer's Liability Insurance covering all  
85 employees of Contractor as required by law in the State of California.

86 B. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance  
87 (Bodily Injury and Property Damage) of not less than One Million Dollars  
88 (\$1,000,000) combined single limit per occurrence (claim made).

89 C. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damage)  
90 on owned, hired, leased and non owned vehicles used in conjunction with  
91 Contractor's business of not less than Three Hundred Thousand (\$300,000)  
92 combined single limit per occurrence (claim made).

93 13. Proof of Insurance. Simultaneous with the execution of this Agreement, proof of the  
94 aforementioned insurance shall be furnished by the Contractor to the County by

95 certificates of insurance. Such certificates shall specify that County must be given written  
96 notice 30 days prior to the cancellation or modification of any such insurance.

97 14. Insurance in Force and Effect During Contract Period. The insurance specified above  
98 shall be in a form and placed with an insurance company or companies satisfactory to  
99 County, and shall be kept in force and effect until completion to the satisfaction and  
100 acceptance by County of all work to be performed by the Contractor under this  
101 Agreement.

102 15. Confidentiality. Confidential information is defined as all information disclosed to  
103 Contractor which relates to the County's past, present, and future activities, as well as  
104 activities under this Contract. Contractor will hold all such information in trust and  
105 confidence. Upon cancellation or expiration of this Agreement, Contractor will return to  
106 County all written and descriptive matter which contains any such confidential  
107 information.

108 16. Independent Contractor. Contractor shall perform this contract as an independent  
109 contractor for all purposes. Contractor is not, and shall not be deemed, a County  
110 employee for any purpose, including worker's compensation. Contractor shall, at  
111 Contractor's own risk and expense, determine the method and manner by which the  
112 duties imposed on Contractor by this contract shall be performed; provided that County  
113 may monitor the work performed by Contractor; and provided further that Contractor shall  
114 observe and comply with all laws and rules applicable to County in performing the work.  
115 Contractor, not County, shall be responsible for Contractor's negligence and that of  
116 Contractor's agents and employees in performing the work. Contractor shall be entitled  
117 to none of the benefits accorded to a County employee. County shall not deduct or  
118 withhold any amounts whatsoever from the compensation paid to Contractor, including  
119 but not limited to amounts required to be withheld for state and federal taxes. Contractor  
120 alone shall be responsible for all such payments.

121 17. Termination. The County or Contractor may terminate this agreement with 60 days  
122 written notices.

123 18. Notices. All notices provided for by this Agreement shall be in writing and may be  
124 delivered by deposit in the First Class United States mail, by certified, or by registered  
125 mail, postage prepaid. All notices appertaining to the provisions of this Agreement, shall  
126 be addressed to Contractor's office, located at 2630 Sunset Blvd, Suite 100, Rocklin,  
127 California 95677. Notices to the County shall be addressed Mono County Finance

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Director. PO Box 556. Bridgeport, CA 93517. Effective date of all notices shall permit a minimum of five (5) days for transit in the mails.

COUNTY OF MONO, a political subdivision of the State of California

By \_\_\_\_\_

Dated: \_\_\_\_\_

CONTRACTOR: Megabyte Systems, Inc

By \_\_\_\_\_  
President  
"CONTRACTOR"

Dated: \_\_\_\_\_

## EXHIBIT A

### SCOPE OF SERVICE

#### MPTS maintenance support services

Contractor will provide the following maintenance support services:

- Hot line phone support for County's Assessor, Tax Collector and Auditor user staff, as required, concerning the operation of the property tax system – MPTS.
- Diagnosis of application problems and suggested solutions.
- Application software corrections as needed by system failure to meet system requirements. This does NOT include any fixes for problems arising through alteration of the database by means other than Megabyte personnel.
- New State mandated change to the application of property and tax assessment statutes.
- Enhancements/Upgrades to the application software at the discretion of Megabyte Systems.
- Installation/Setup of application stored procedures/triggers/database-scheduled tasks when necessary.
- MPTS application training classes:
  - Web training classes
  - Training materials will be posted on the Megabyte website
  - Some sessions may be offered in house for detailed hands-on training at no cost for the session (County will be responsible for travel expenses)
- Roll turnover & roll over support to accommodate County off-hour support if desired:
  - Megabyte will optionally offer (based on County needs) roll turnover/rollover of scheduled jobs leaving reports out at the County (balancing/review is the responsibility of County).
  - Megabyte will review for consistency and set up – completion of jobs i.e. ascertain correctness of control records, job setup, scheduling, conflicts.
  - Backup: 2<sup>nd</sup> copy of 601 rolls and tax rolls for 12-year history retention to be held by Megabyte if requested by the County. Primary backup of the 601 roll and related system backups are County responsibilities.
  - Assistance with balancing property and tax assessment programs.
  - Assistance with producing fixes (i.e. mass roll changes) to correct erroneous assessment or tax roll results, whether due to County or Megabyte actions. However, County is responsible for meeting statutory requirements and proper updating of the Megabyte Systems with all current data, such as tax rates. Assistance to fix problems caused by County failure to update base assessment data will be a billable item to the County.
- Several significant enhancements will be made to the system at no additional charge as follows:
  - Workflow for County Assessor (completed and installed).
  - Appraisal Suite for County Assessor (completed and installed).
  - Direct sale enrollment for certain property transfers (completed and installed).
  - Trees & vines data capture and assessment (completed and installed).
  - Cashiering for County Tax Collector with upgrade to Heartland (completed and installed).
  - Document Imaging for Auditor / Tax Collector (completed and installed).

County will provide, at it's own expense, access to Megabyte via Megabyte network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

County must grant Megabyte full administrator rights (SA).

### **SQL server database support services**

Contractor will provide the following SQL sever database services:

- Necessary tuning/routine maintenance/notification of service pack upgrades needed. (These must be ran by County personnel on the physical machine).
- General SQL maintenance.
- Monitoring of SQL logs for errors and corrective action.
- Daily batch job monitoring and fixes/notification of failures.
- Scheduling of overnight jobs.
- Installation upgrades to SQL versions when Megabyte upgrades the application software to a new version (Note: this does not include any cost associated with the purchase of SQL Server System Software – this cost is the responsibility of the County. Megabyte will install it and do any necessary property system upgrades). Megabyte determines the need to upgrade to a newer version of SQL.
- Rebuild database(s) if necessary due solely to SQL Server generated problems. (Exclusion: If the cause is failure by the user to detect operating system errors & take corrective action or notify Megabyte, then this activity will be billable to the County).
- SQL Support services are for the primary and inquiry (aka backup server) servers only.

County shall perform the following tasks:

- Ensuring the SQL Executive and SQL Server are running and restart if necessary.
- NT Server printer setup and documentation.
- Monitor disk space on NT Server.
- MPTS system backups.
- Network problems.
- Software/Hardware conflict issues.
- Install SQL Server service packs when notified to do so by Megabyte.
- Install MPTS service packs when notified to do so by Megabyte.

If on-site support is required travel time and expenses will be billable to County at the standard rate for Contractor.

## EXHIBIT B

### PAYMENT FOR SERVICES RENDERED

The monthly support cost for services described in Exhibit A – Scope of Service shall be as follows:

Term	Description	Amount
7/1/2016 – 6/30/2017	MPTS Property Tax System Maintenance/Support	\$9,277.25

### COMPENSATION FOR EXTRA SERVICES

COUNTY shall compensate CONTRACTOR for requested Extra Services and reimburse CONTRACTOR for expenses incurred in connection with the provision of such Extra Services as follows:

1. Emergency off-site support outside of the hours 8 AM to 5 PM or on weekends or holidays, with a four-hour minimum:  
**\$150.00 per hour**
2. On-site support, with a four-hour minimum, including time in transit.  
**\$150.00 per hour**
3. Travel expenses: At actual cost in accordance with County's current travel expense policy.

**ADDENDUM TO AGREEMENT FOR  
MEGABYTE PROPERTY TAX SYSTEM  
MAINTENANCE  
DATED JULY 1, 2016**

**MEGABTYE SYSTEMS, INC  
MPTS WEB SERVICES**

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This MPTS Web Services Agreement is by and between the County of Mono, hereinafter referred to as the "County" and Megabyte Systems, Inc. whose mailing address is 2630 Sunset Blvd, Suite 100, Rocklin, California, 95677, hereinafter referred to as "Contractor". Federal ID #: 77-0547969.

1. This Agreement is considered to be an addendum to the existing Agreement for Property Tax System Maintenance dated July 1, 2016 in effect between County and Contractor.
2. **Grant of License.** Contractor hereby grants to County a personal, non-transferable and non-exclusive license to use the Tax Collector Public Version and the Assessor Public Version of the MPTS Web Services.

The License granted to the County is expressly limited to the executable form of the Software only. The program code and programming language in which Contractor writes the Software (the "Source Code"), as well as any relevant documentation, including the Source Code, and instructions to maintain, duplicate, and compile to Source Code (the "Source Materials"), remain the exclusive property of Contractor.

3. Upon termination of this agreement for any reason title to, ownership of, and all applicable patents, copyrights and trade secrets in the MPTS Web software, shall remain with the contractor as owner/holder of such patents, copyrights, and trade secrets, who shall retain complete rights to market such product, and no such rights shall pass to County.
4. **Term.** The license granted shall commence upon the date of installation of the software and shall remain in force for as long as the annual maintenance fee is paid to Contractor by County.
5. **Services to be provided.** Contractor shall provide the following MTPS Web Services to the County.

Public Version for Assessor and Tax Collector Departments:

- Search capabilities limited to Parcel or Assessment numbers.
  - Assessor Inquiry – Current Assessment Roll information only.
  - Tax Collector – Current Tax Roll information only.
  - Cosmetic Customizations only i.e. color schemes, County logos, etc.
  - Note: this version does not have any Security features. Name only appears, not address.
  - Prior Year (previous year only) Taxbill Online accessed through the Public Tax Collector site (additional annual charge of \$271.10 included in price below)
6. **Price.** The annual charge for the MPTS Web Services described above is \$5,310.63. If on-site support is required travel time and expenses will be billable to County at the Contractor rate provided in the Agreement.

7. County must provide communication access to Contractor via the Web at acceptable speeds (County minimum of 128K).
8. **Termination.** County or Contractor may terminate this Addendum with 60 days written notice. This Agreement may be terminated without affecting the basic Property Tax Support Agreement.

County of Mono

Contractor: Megabyte Systems, Inc

\_\_\_\_\_

\_\_\_\_\_

President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 21, 2016

**Departments: Public Works - Roads**

**TIME REQUIRED**

**SUBJECT** Mill Canyon Road Access

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed contract with Gary Ashurst pertaining to Mill Canyon Road access.

**RECOMMENDED ACTION:**

Approve County entry into proposed contract and authorize Public Works Director to execute said contract on behalf of the County. Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Jeff Walters

**PHONE/EMAIL:** 760-932-5440 / jwalters@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">MOU</a>

**History**

Time

Who

Approval

6/16/2016 4:43 PM	County Administrative Office	Yes
6/16/2016 4:43 PM	County Counsel	Yes
6/16/2016 4:43 PM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** June 21, 2016  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Jeff Walters, Public Works Director / Director of Road Operations and Fleet Services  
**Subject:** Mill Canyon Road – Proposed MOU

**Recommended Action:**

Ratify one Memorandum of Understanding with Gary Ashurst allowing him access through the gate and slide area on Mill Canyon Road in order to reach his private property. Provide any desired direction to staff.

**Fiscal Impact:**

None at this time.

**Discussion:**

Mono County Department of Public Works recently learned of a private landowner, Gary Ashurst, whose 40 acre property in the Lost Canyon Creek area requires access past the Mill Canyon Road gate. Landowner does not carry insurance. Landowner agrees to indemnify the County.

The Public Works Department requests the Mono County Board of Supervisors ratify this MOU on behalf of the County to grant limited access to Mill Canyon Road to the individual Gary Ashurst.

Respectfully submitted,

Jeff Walters  
Public Works Director / Director of Road Operations and Fleet Services

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF MONO AND  
GARY ASHURST  
REGARDING LIMITED ACCESS TO MILL CANYON ROAD**

**WHEREAS**, Mill Canyon Road (hereinafter "Road") is a county-maintained dirt road located southwest of Walker and crossing through Bureau of Land Management land; and

**WHEREAS**, the slope above and below a section of the road is sliding downhill creating unsafe conditions warranting closure to the public until hazardous conditions may be repaired; and

**WHEREAS**, on August 4, 2015, the Board of Supervisors authorized the closure of the road and installation of a locked gate just prior to the hazardous area for a period of six months, that closure was extended on May 3, 2016; and

**WHEREAS**, while simple "repairs" to the road have been made to make it passable for emergency vehicles and apparatus, the road has not been deemed safe for public travel and the county makes no guarantees or warranties as to its suitability for vehicular, pedestrian or bicycle travel; and

**WHEREAS**, GARY ASHURST (hereinafter ASHURST) owns a forty (40) acre parcel of land in the vicinity of Lost Canyon Creek, accessible only by the Road; and

**WHEREAS**, ASHURST wishes to access the road and agrees to release, defend, indemnify, and hold the County harmless against damages or liability resulting from such access; and

**WHEREAS**, the County and ASHURST wish to memorialize their understanding with respect to permitting ASHURST to utilize the Road in order to access his property, and for that reason enter into this Memorandum of Understanding (MOU).

**NOW, THEREFORE, THE COUNTY AND ASHURST AGREE AS FOLLOWS:**

1. In consideration of the promises made by ASHURST set forth below, and subject to the terms of this MOU, the County will provide ASHURST with limited access to the Road through possession of a working key for the locked gate in order that ASHURST may access his private property.
2. ASHURST agrees to keep the gate locked at all times and to not duplicate the key provided by the County or share or loan it to any other person.

3. This MOU shall take effect on July 1, 2016, when it is signed by authorized representatives of the County and ASHURST. It shall remain in effect until October 31, 2016, unless sooner terminated by the County or by ASHURST, which either may do, without cause or legal excuse, and without incurring any liability to the other party, by giving the other party 3 days' written notice of its intent to terminate the MOU. On October 31, 2016, or if termination is exercised sooner, ASHURST shall immediately return its key to the Mono County Department of Public Works and cease use of the Road for any purpose.
4. In consideration of the foregoing, ASHURST shall defend, indemnify, and hold harmless the County, its agents, officers and employees (collectively referred to in this paragraph as the "County Entities") from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with use of the Road by ASHURST, his agents, employees, officers, suppliers, or anyone directly or indirectly employed by him, or anyone for whose acts or omissions he may be liable (collectively referred to for in this paragraph as the "ASHURST Entities"). ASHURST's obligation to defend, indemnify, and hold the County harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use, or environmental contamination. ASHURST's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the ASHURST Entities, whether arising out of or in connection with the use of the Road by the ASHURST Entities.

ASHURST's obligation to defend, indemnify, and hold harmless the County Entities under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this MOU.

5. This MOU may be amended by a writing signed by authorized representatives of the County and ASHURST.
6. This MOU shall be administered on behalf of the County and the ASHURST by the following persons, to whom any notices or correspondence concerning the MOU shall be directed:

**FOR GARY ASHURST:**

GARY ASHURST

\_\_\_\_\_

Phone: \_\_\_\_\_

**FOR THE COUNTY:**

Jeff Walters  
Public Works Director  
P.O. Box 457 / 74 N. School Street  
Bridgeport, CA 93517  
Telephone: 760-932-5440

IN WITNESS WHEREOF, the undersigned have executed this MOU.

**GARY ASHURST**, an individual

**MONO COUNTY**, a Political Subdivision  
of the State of California

By:

By:

\_\_\_\_\_

GARY ASHURST

\_\_\_\_\_

Jeff Walters  
Public Works Director

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

County Counsel

APPROVED FOR RISK MANAGEMENT:

By: \_\_\_\_\_

Dated: \_\_\_\_\_



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 21, 2016

**Departments: CAO**

**TIME REQUIRED**

**SUBJECT** Letter from Shaun Filson re Kathy  
Delhay Memorial

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Correspondence dated May 31, 2016 from Shaun Filson regarding a proposed Memorial for Kathy Delhay.

---

### RECOMMENDED ACTION:

Accept correspondence and direct staff to submit a policy item budget request for the 2016-17 fiscal year.

---

### FISCAL IMPACT:

Approximately \$1,000 plus installation

---

**CONTACT NAME:** Leslie Chapman

**PHONE/EMAIL:** 760-932-5414 / lchapman@mono.ca.gov

---

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Filson Letter](#)

---

### History

**Time**

6/15/2016 9:07 AM

**Who**

County Administrative Office

**Approval**

Yes

6/14/2016 4:56 PM

County Counsel

Yes

6/2/2016 2:02 PM

Finance

Yes

## Helen Nunn

---

**From:** Helen Nunn  
**Sent:** Wednesday, June 01, 2016 2:21 PM  
**To:** Helen Nunn  
**Subject:** FW: proposal for Kathy Delhay memorial

-----Original Message-----

From: Shaun Filson [<mailto:sfilson@earthlink.net>]  
Sent: Tuesday, May 31, 2016 4:28 PM  
To: Comm Dev  
Subject: proposal for Kathy Delhay memorial

To whom it may concern:

I graduated from Lee Vining High School in 1974 along with Kathy Delhay, who was tragically killed during a robbery attempt at the Mammoth Lakes Safeway store in 1975. Perhaps you are familiar with the case, in which deputy Tom Stoneburner accidentally fired the fatal shotgun blast — an act that would cause profound grief throughout the community and provoke widespread hostility toward the sheriff's department for a long time to come.

After more than 40 years, I would like to propose that a memorial bench be placed at the top of Mammoth Crest in honor of her memory, and that all costs associated with the project be incurred by the county. Kathy was a beautiful young woman who was admired and loved by all who knew her. I also personally knew Stoneburner, who used to frequent my parents' fishing tackle and sporting goods store next door to Safeway. I'll never forget my mother's call that terrible day. (I was attending college at the University of Nevada/Reno at the time.)

Years later I interviewed Bud Johnson, who was then sheriff/coroner and the first to come upon the result of Stoneburner's senseless action. ("Stoney" responded to the call alone without calling for back-up.) Anyway, it was Bud who formally paid a visit to Kathy's parents afterward and then bore the brunt of the anger directed his way by so many in the Mammoth Lakes community.

I'm curious to know whether I might find an advocate in your department who would embrace my proposal and help guide it through the necessary channels. I would also hope that such a request would not go unanswered. It is not my wish to dredge up a painful memory or to be vindictive in any way. Stoneburner died in 2006. I do, however, feel very strongly that it's time for Mono county to accept its responsibility for this tragedy by acknowledging Kathy's life in a meaningful and healing way.

Again, my idea would be to have a beautiful bench for resting at the top of Mammoth Crest, facing northeast to White Peak, with a plaque that includes her name, birth/death and perhaps an inspirational poem or poem fragment. I would like to be in charge of that part. Clearly the bench would need to be very sturdy and able to withstand the elements. If anyone wanted to propose another kind of memorial — maybe in the township itself — I would be fine with that too and would like to participate.

For many years the Lee Vining High School Tigers were the "Pride of the Eastern Sierra," and Kathy Delhay embodied that spirit. Seeing this project through to fruition has now become my primary focus in life, and I know that this long-deserved memorial would bring a certain solace to my former classmates, Bud Johnson and the greater Mammoth Lakes community.

I would greatly appreciate your consideration and response regarding this proposal. Thank you very much for your time!

Sincerely,

Shaun Filson

(415) 518-5896



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 21, 2016

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Governor's Proclamation Calling the  
General Election

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Correspondence dated June 13, 2016 from the Office of the Governor of the State of California, calling the General Election on Tuesday, November 8, 2016.

---

### RECOMMENDED ACTION:

---

### FISCAL IMPACT:

---

**CONTACT NAME:** Helen Nunn

**PHONE/EMAIL:** x5534 / hnunn@mono.ca.gov

---

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY  
32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Proclamation](#)

---

History

Time

Who

Approval



OFFICE OF THE GOVERNOR

June 13, 2016

To the California County Boards of Supervisors:

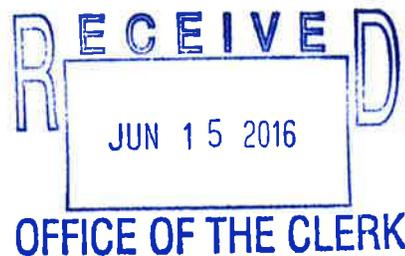
Consistent with the requirement in Elections Code section 12000, enclosed please find a copy of the proclamation calling the General Election on Tuesday, November 8, 2016.

Sincerely,

A handwritten signature in blue ink that reads 'Peter A. Krause'.

PETER A. KRAUSE  
Legal Affairs Secretary

Enclosure



**Executive Department**

State of California

**A PROCLAMATION  
BY THE GOVERNOR OF THE STATE OF CALIFORNIA**

I, **EDMUND G. BROWN JR.**, Governor of the State of California, pursuant to section 12000 of the Elections Code, proclaim that a General Election will be held throughout this State on Tuesday, the 8th day of November, 2016, at which the following offices are to be filled:

Presidential electors;

One United States Senator;

Representatives to the Congress of the United States from each of the 53 congressional districts of the State;

State Senators from odd-numbered districts of the 40 senatorial districts of the State;

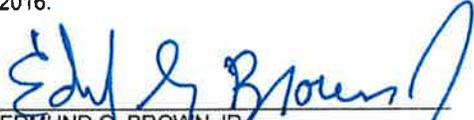
Members of the Assembly from each of the 80 assembly districts of the State; and

All such other state, county, judicial, or other officers as are provided by law to be filled at such election.

I further proclaim that at such election there will also be submitted to the voters such proposed constitutional amendments, questions, propositions, and initiative measures as are required to be so submitted by the Constitution and laws of this State.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 9th day of June 2016.



  
EDMUND G. BROWN JR.  
Governor of California

**ATTEST:**

  
ALEX PADILLA  
Secretary of State





**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 21, 2016

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Range of Light Group

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Correspondence from the Range of Light Group, Toiyabe Chaper, Sierra Club regarding recently released DEIS (Draft Environmental Impact Statement) and Draft Land Management Plan.

\*\*\*\*\*

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Shannon Kendall

**PHONE/EMAIL:** x5533 / skendall@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Range of Light Ltr</a>

History

Time

Who

Approval

6/15/2016 7:29 AM	County Administrative Office	Yes
6/14/2016 4:57 PM	County Counsel	Yes
6/14/2016 6:29 PM	Finance	Yes



*Range of Light Group  
Toiyabe Chapter, Sierra Club  
Counties of Inyo and Mono, California  
P.O. Box 1973, Mammoth Lakes, CA, 93546  
Rangeoflight.sc@gmail.com*



June 13, 2016

Dear Mono County Board of Supervisors,

This letter concerns the recently released DEIS (Draft Environmental Impact Statement) and Draft Land Management Plan which when approved will update and replace the 1988 Inyo National Forest management plan.

The Range of Light Group (Toiyabe Chapter, Sierra Club) has about 360 members roughly equally split between Mono and Inyo County. Our group for many years has offered summer and winter outings weekly for nine months of the year. We also have a general meeting, usually with an educational presentation, on the 3<sup>rd</sup> Tuesday of each month. Our third area of activity is responding to various environmental and conservation issues which impact one or both of our two counties.

As you know, the Inyo National Forest plan revision is one of early adapter plans under the 2012 Forest Planning rules – the other two being the plans for the Sierra and Sequoia National Forest. The recently released DEIS is a joint DEIS for all three Forests accompanied by separate draft management plans for each of the three forests. If you have had a chance to refer to the forest plan site, you will have seen that there are also many supporting documents covering individual topics (e.g., Species of Conservation Concern, Air Quality, Fire, etc.)

For the last four years we have actively followed the revision plan process for the Inyo National Forest, including attending local meetings offered by the Forest Service, attending the Sierra Cascades Dialogue meetings offered by Region 5 of the Forest Service which have provided background information helpful to the plan revision process, and commenting on various Inyo National Forest proposals and documents published during the plan revision process. Most often we have worked and commented in collaboration with other Sierra Club groups and chapters and other environmental groups such as Friends of the Inyo. We will of course be commenting on the DEIS and Draft Management Plan during the comment period. For the last two years, the Sierra Club has provided a staff person – Eastern Sierra Organizer, Fran Hunt – to aid us in participating in the plan revision process. Fran is also a member of our Range of Light Group Executive Committee. I know Fran has met with many if not all Mono and Inyo County supervisors. Some supervisors have attended local meetings organized by Fran and Friends of the Inyo to inform and build local support for the revision process.

We are encouraged that the plan process has finally reached this milestone. We commend the Inyo National Forest personnel for its outreach from the beginning to various local stakeholders

– private citizens, interested environmental and other groups with an interest in use and management of the forest, tribes, and local government entities including the Board of Supervisors of the two counties.

We are writing to the Board of Supervisors at this time to urge you to remain actively involved at this important stage of plan development in order to ensure a plan that will provide for preservation, ecological integrity, and where appropriate restoration of the Inyo National Forest in a manner serving the interests of the two counties and its citizens who regularly utilize the forest resources as well as serving the many visitors who recreate in the Forest, providing crucial economic benefits to our two counties.

At this point few people outside the Forest Service have been able to read and absorb all the recently released documents, so we are not providing exhaustive comments in this letter on the specific strengths and weaknesses of the draft plan. We do urge your attention to areas of the plan dealing with:

- Sustainable recreation – including ensuring compatible usage among various groups;
- Partnerships with competent outside groups and use of interested citizens to help maximize realization of the goals of forest management;
- Fire management, restoring natural fire process to the extent possible while protecting urban areas;
- Attention to aquatic and riparian ecosystems, including meadows – many of which are in need of restoration and which are even more crucial due to anticipated water deficits;
- Protection of sensitive and at-risk plant and animal species – at an initial glance we question the omission of special attention to black-backed woodpecker and northern goshawk but are glad to see big horned sheep being added;
- Maintaining/restoring a diverse forest – old forests, large snags retained to benefit wildlife, variable canopy, natural regrowth for early seral forests;
- Potential new wilderness areas – in contrast to Inyo County, the Preferred Alternative (B) of the draft plan includes no new wilderness areas in Mono County. Alternative C does include wilderness recommendations for portions of the Glass Mountains and for citizen recommended areas such as Dexter Canyon, Excelsior, and Horse Meadow areas. We urge your support of wilderness recommendations for these important areas in Mono County. Safeguarding these areas as wilderness would diversify the recreation opportunities the County has to offer and maintain these four special areas much as they are today for current and future users to explore and enjoy.
- Wild and Scenic Rivers – the Sierra Club supports the Forest Service’s determinations concerning all 160 miles of rivers and streams the agency identified as eligible for wild and scenic protections on the Inyo National Forest. We also maintain that Dexter Canyon and Wet Canyon should be deemed eligible as well.
- Proactive planning for climate change adaptation, including water issues and wildlife migration (making connectivity between different area crucial);
- Monitoring and adaptive management, with measurable tests and criteria to determine if plan goals are being achieved.

Thank you for your consideration.

Sincerely,

*Malcolm Clark*

Malcolm Clark, vice-chair & conservation chair  
Range of Light Group, Toiyabe Chapter, Sierra Club  
wmalcolm.clark@gmail.com (my email)  
PO Box 3328, Mammoth Lakes, CA 93546 (my mail box)  
760-924-5639



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 21, 2016

**Departments: Community Development Department**

**TIME REQUIRED** 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Scott Burns, Megan Mahaffey

**SUBJECT** Housing Mitigation Ordinance

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Consider extending current Housing Mitigation Ordinance suspension.

**RECOMMENDED ACTION:**

1. Introduce, read title, and waive further reading of proposed ordinance amending section 15.40.170 of the Mono County Code, extending the temporary suspension of all housing mitigation requirements, and 2. Provide any desired direction to staff.

**FISCAL IMPACT:**

An estimated \$5,000 of fees will be waived in 2017.

**CONTACT NAME:** Scott Burns

**PHONE/EMAIL:** 924.1807 / sburns@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff report</a>
<input type="checkbox"/> <a href="#">Ordinance</a>
<input type="checkbox"/> <a href="#">Backup</a>
<input type="checkbox"/> <a href="#">Backup</a>

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
6/9/2016 3:47 PM	County Administrative Office	Yes
6/14/2016 5:19 PM	County Counsel	Yes
6/14/2016 6:19 PM	Finance	Yes

# Mono County Community Development Department

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PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
commdev@mono.ca.gov

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

June 21, 2016

**To:** Honorable Chair and Members of the Board of Supervisors

**From:** Scott Burns, Director  
Megan Mahaffey, Accountant

**Subject:** HOUSING MITIGATION ORDINANCE SUSPENSION

**Recommended Action:**

1. Introduce, read title, and waive further reading of proposed ordinance amending section 15.40.170 of the Mono County Code, pertaining to a temporary suspension of all housing mitigation requirements, and
2. Provide any desired direction to staff.

**Fiscal Impact:**

None.

**Discussion:**

The Housing Mitigation Ordinance (HMO) was initially suspended by ordinance from June 2011 through July 15, 2013 due to a slowdown in development activity, a significant decline in the cost of housing, and other relevant factors. Prior to the suspension, the HMO required payment of fees or the construction of affordable housing units for planning and building permits for projects exceeding size/intensity thresholds. Similarly, in June 2013, following a review of housing and economic conditions, the Board of Supervisors adopted an ordinance continuing the HMO suspension to January 15, 2015, and again, in December 2014, an ordinance continuing the suspension to July 15, 2016 was adopted.

The attached April staff report to the Housing Authority summarizes recent building permit activity and historical data during the HMO suspension period. Based on the following review, it appears that economic conditions are improving, but have not changed significantly and that an additional HMO suspension period is warranted. The additional suspension will also allow time for a CDBG grant-funded housing needs assessment to be conducted and recommendations for potential HMO adjustments to be presented for future Board consideration.

**Attachments:**

April 2016 Housing Authority Staff Report  
Proposed Ordinance



ORDINANCE NO. ORD16-\_\_\_

**AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS  
AMENDING CHAPTER 15.40.170 OF THE MONO COUNTY CODE, EXTENDING THE  
TEMPORARY SUSPENSION OF ALL HOUSING MITIGATION REQUIREMENTS**

**WHEREAS**, the County previously enacted a temporary suspension of certain housing mitigation requirements on development projects, as codified in Chapter 15.40 of the Mono County Code, which will expire on July 15, 2016, if not extended; and

**WHEREAS**, the Board wishes to continue that suspension for an additional eighteen (18) months.

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS** as follows:

**SECTION ONE:** Section 15.40.170 of the Mono County Code is hereby amended to read as follows:

**“15.40.170 Temporary suspension of requirements.**

All housing mitigation requirements set forth in Chapter 15.40 shall be suspended in their entirety, and be of no force or effect, during the period from July 15, 2011, through January 15, 2018.”

**SECTION TWO:** This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance in the manner prescribed by Government Code section 25124 no later than 15 days after the date of this ordinance’s adoption and final passage. If the Clerk fails to so publish this ordinance within said 15-day period, then the ordinance shall not take effect until 30 days after the date of publication.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2016, by the following vote, to wit:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Fred Stump, Chairman  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Acting County Counsel

# Mono County Community Development Department

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PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
commdev@mono.ca.gov

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** April 19, 2016

**To:** Honorable Chair and Members of the Housing Authority

**From:** Brent Calloway, Community Development Analyst

**Subject:** 2015 Building Permit Statistics Workshop

**Recommended Action:**

Provide any desired direction to staff.

**Fiscal Impact:**

None.

**Discussion:**

Due in large part to the recovery efforts from the February 2015 Round Fire, annual building permit activity was significantly increased in Mono County compared to the last several years of permit data. Permit activity was steady throughout the year, presumably due to the lack of snow during the 2014-15 winter season; the traditional winter slow-down in activity was nonexistent. A total of 303 permits were issued in the calendar year, the first time total permits issued reached above the 300 mark since the housing boom years of 2006-2008.

A total of 23 new residential units were permitted over the course of the year, 12 of those were issued for homes destroyed in the Round Fire. Of the 11 residential units permitted not related to the Round Fire 9 were of conventional light frame construction and 2 were manufactured homes. With the exception of 1 new cabin at Virginia Lakes, all of the new units were permitted in the southern portion of the county. 3 in Swall Meadows, 2 in Chalfant, 3 in Crowley Lake, and 2 in June Lake. The average size of new residential units climbed above 2,000 square feet of habitable space for the first time since accurate records have been maintained in 2010.

Since 2010 we have been tracking the value of all building permits. This value is based upon set values for per square footage of new construction, and estimated actual costs for remodels and alterations. The 2015 total value permitted was approximately \$9.5 million, of which approximately \$3.5 million is attributed to the Round Fire. Approximately \$174,000 in permit and plan check fees were collected by the building division in 2015, fees waived for the Round Fire totaled approximately \$70,000 resulting in a fee to value permitted percentage of 2.57%.

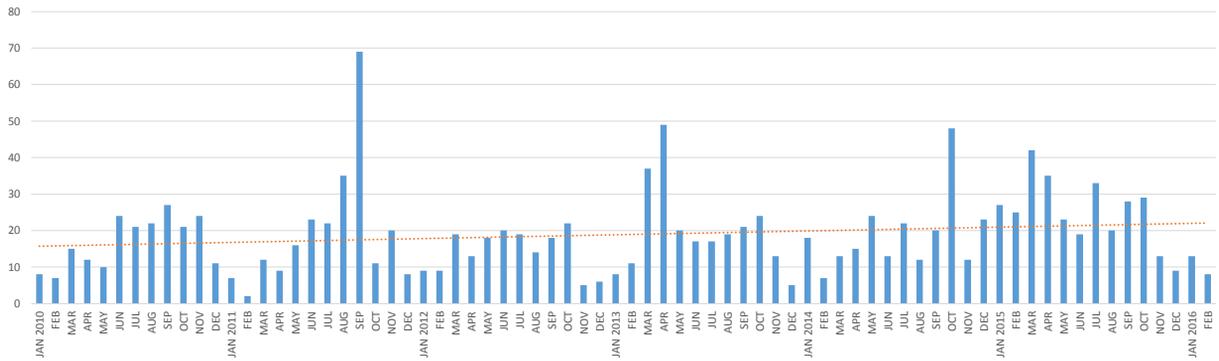
Annual data for the average sale price of all homes, broken into six geographic zones, has been compiled for 12 years as part of the housing mitigation ordinance and used to calculate the ordinance's "location factor". The data for 2015 shows significant price increases in 4 of the 6 geographic areas. Total number of sales for each area has also increased significantly, and foreclosure numbers are down to the lowest rate record since records have been kept in 2008.

When accounting for the Round Fire, total permit activity was nearly identical to the previous year, in fact the previous 6 years have proven to be remarkably similar with a few easily explainable anomalies. The attached power point slides graphically summarize permit and real estate sales trends.

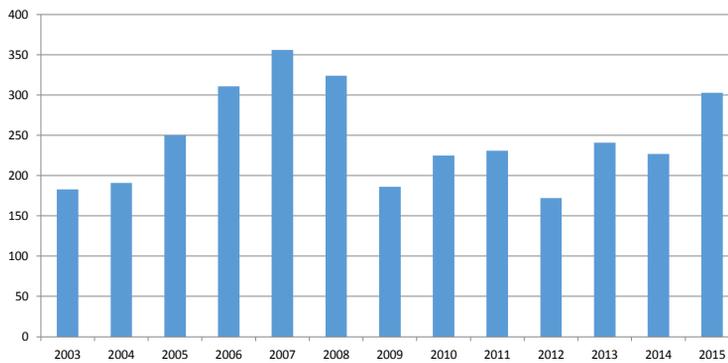
**Attachments:**

PowerPoint slides

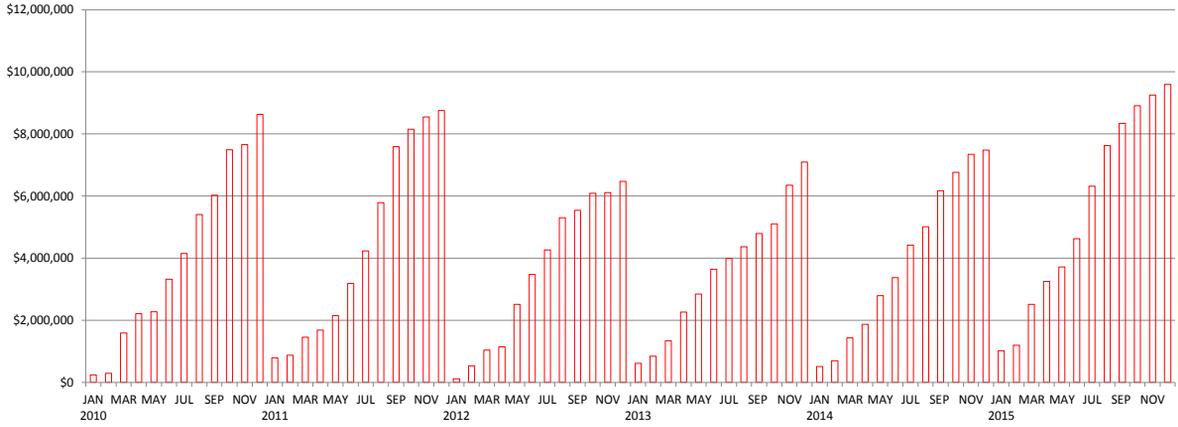
Total Permits Issued 2010 - 2015



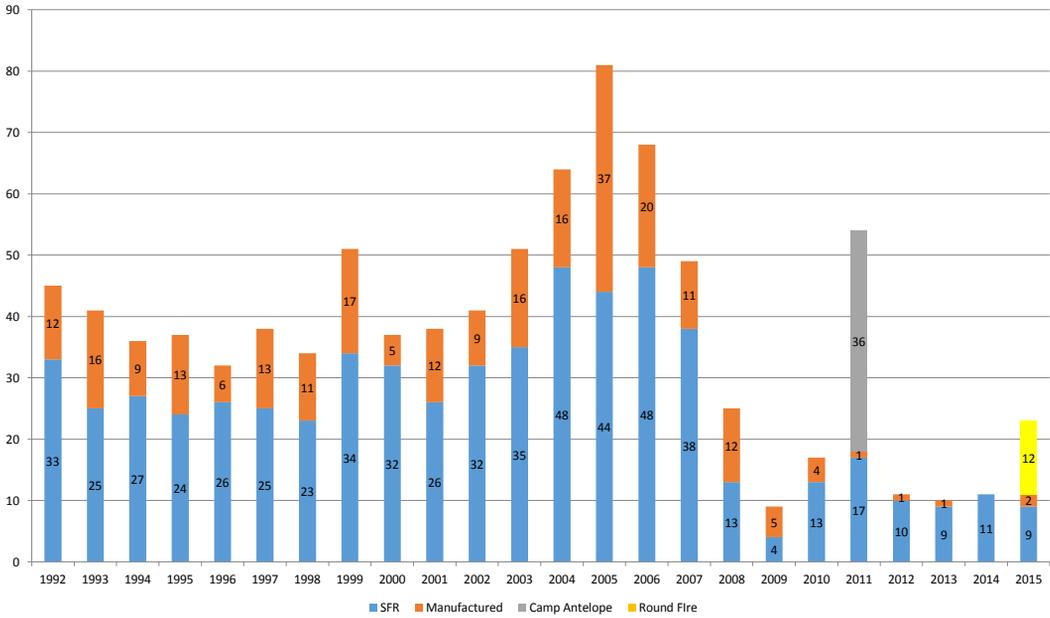
Total Permits Issued 2003-2015

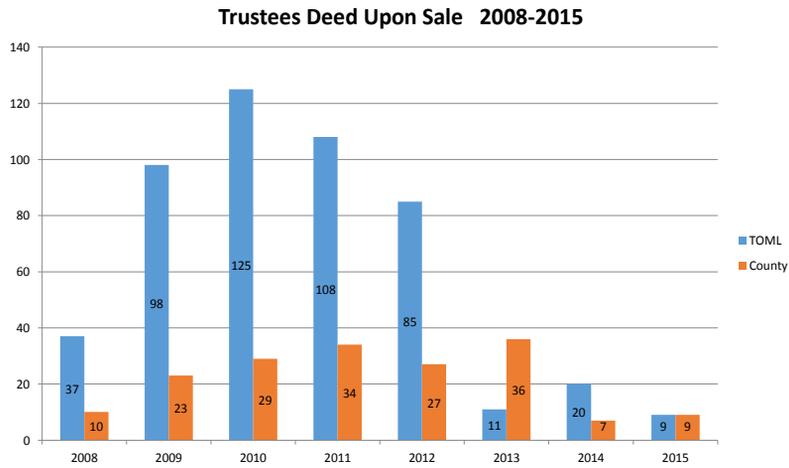
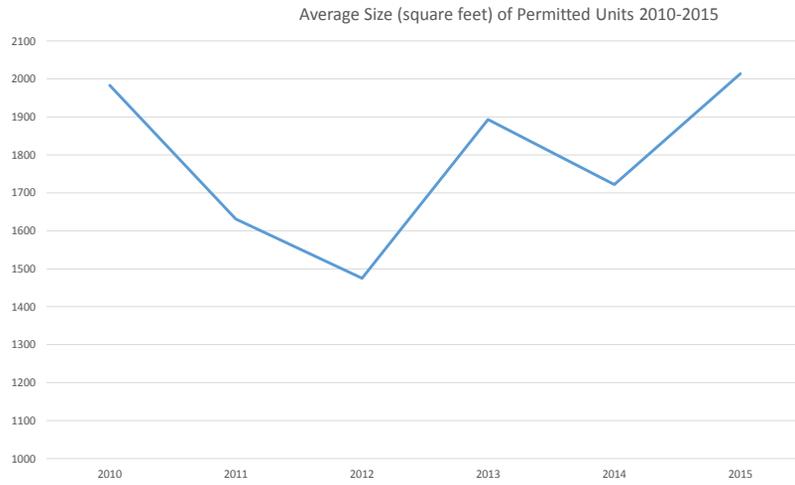


2010-2015 Annual Cumulative Value Permitted

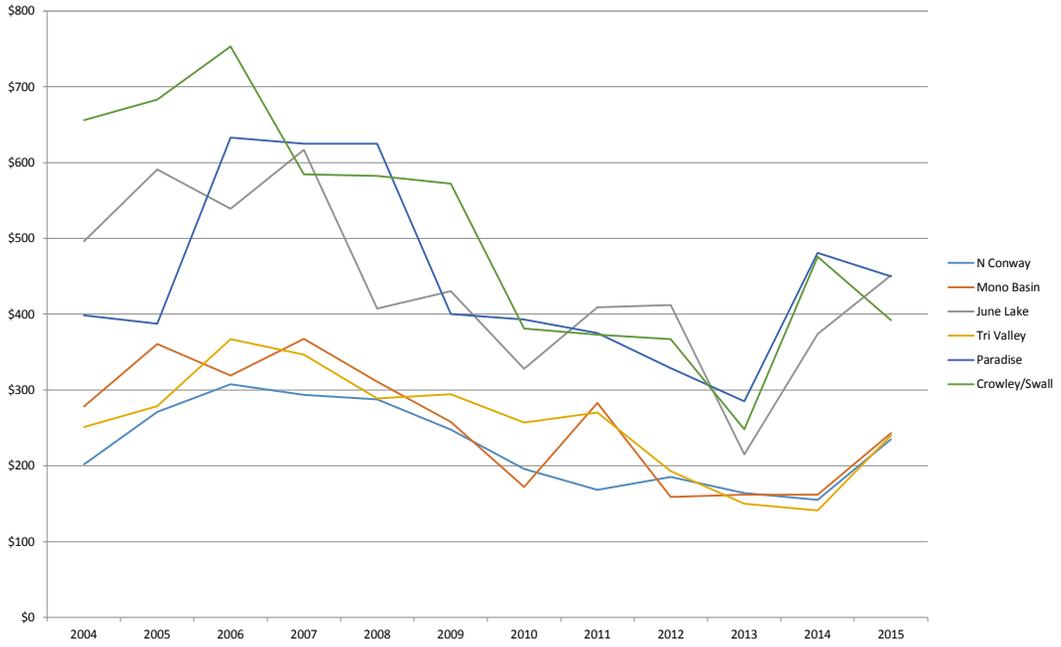


Total Units Permitted 1992 - 2015





Average Sale Price by Community 2004 - 2015





**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 21, 2016

**Departments: Sheriff**

**TIME REQUIRED** 20 minutes (15 minute presentation;  
5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Sheriff Ingrid Braun

**SUBJECT** Inmate Medical Services

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Sheriff Braun will give an update on the current status of Inmate Medical Services at the Mono County Jail in light of potential changes to hours and/or staffing levels at the Bridgeport Clinic and what efforts are being made to address the situation.

**RECOMMENDED ACTION:**

None.

**FISCAL IMPACT:**

The fiscal impact, if any, is not known at this time.

**CONTACT NAME:** Ingrid Braun

**PHONE/EMAIL:** 760-932-7549 / ibraun@monosheriff.org

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY  
32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<a href="#">Click to download</a>
No Attachments Available

**History**

Time	Who	Approval
6/17/2016 8:31 AM	County Administrative Office	Yes

6/17/2016 8:26 AM

County Counsel

Yes

6/17/2016 8:31 AM

Finance

Yes



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 21, 2016

**Departments: Elections**

**TIME REQUIRED** 15 minutes (5 minute presentation;  
10 minute discussion) **PERSONS APPEARING** Bob Musil

**SUBJECT** Ballot Update & Request for Contingency Funds **BEFORE THE BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Update on new ballots for Mammoth Town Council election and request for contingency funds to pay for new ballots and associated costs.

**RECOMMENDED ACTION:**

Authorize use of contingency funds for unanticipated elections costs. Provide any desired direction to staff. A four-fifths vote is required.

**FISCAL IMPACT:**

\$10,914.90 in contingency funds.

**CONTACT NAME:** Bob Musil

**PHONE/EMAIL:** X5538 / bmusil@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Staff Report</a></p>
---

History

Time

Who

Approval

6/15/2016 9:12 AM	County Administrative Office	Yes
6/15/2016 8:49 AM	County Counsel	Yes
6/14/2016 6:14 PM	Finance	Yes



## CLERK-RECORDER-REGISTRAR OF VOTERS COUNTY OF MONO

---

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5530 • FAX (760) 932-5531

*Bob Musil*  
Clerk/Recorder/Registrar  
[bmusil@mono.ca.gov](mailto:bmusil@mono.ca.gov)

*Shannon Kendall*  
Assistant Clerk/Recorder/Registrar  
[skendall@mono.ca.gov](mailto:skendall@mono.ca.gov)

To: Honorable Board of Supervisors

From: Bob Musil, Registrar of Voters

Date: June 21, 2016

### Subject

Use of Contingency Funds to Pay for Costs Associated with Mammoth Town Council Election

### Recommendation

Consider and potentially approve use of contingency funds to pay for cost associated with creating a special ballot for the 2016 Mammoth Town Council Election.

### Discussion

Due to proofreading errors, two mistakes were made on the Sample Ballot and Information Pamphlet mailed to all voters in the Town of Mammoth Lakes and the Mammoth Unified School District, and one of these mistakes carried over to the ballots used by voters in the Town of Mammoth Lakes.

The first mistake was made with the number of seats open for election on the Mammoth Town Council. There were two seats open for election, but both the sample ballot and the actual ballot instructed people to vote for no more than three candidates. This mistake would have resulted in voters casting ballots for more candidates than they should have. In order to correct this mistake, an errata notice was mailed to every voter in the Town of Mammoth Lakes, new ballots were printed for all voters, and return postage was prepaid for all vote by mail voters. Military and overseas voters (UOCAVA) had ballots provided to them, and two of these ballots had to be sent via expedited airmail in order to reach their foreign destination in time for the votes to be counted.

The second mistake involved Mammoth Unified School District Measure G. The Argument in Favor of Measure G was inadvertently left off the sample ballot. In order to make sure that voters were aware of the Argument in Favor, a second errata notice was sent to all voters in the Mammoth Unified School District. Because the Arguments in

Favor of or in Opposition to a Measure do not appear on the actual ballot, no ballot reprinting was necessary.

The Registrar of Voters is requesting that \$10,914.90 be allocated from the County's reserve funds to pay for the costs associated with these mistakes. A 4/5 vote of the Board of Supervisors is required to make this allocation.

Fiscal Impact

The associated costs are as follows:

<u>Item</u>	<u>Number</u>	<u>Cost/Unit</u>	<u>Total Cost</u>
Advertising			\$ 1,000.00
Election Setup			\$ 3,500.00
Ballot Printing (est)			\$ 2,500.00
Errata Letters			\$ 75.00
Errata Postage	4,500	\$0.465	\$ 2,092.50
Ballot Postage	1,690	\$0.495	\$ 836.55
Return Postage	1,690	\$0.465	\$ 785.85
<u>UOCAVA</u>			<u>\$ 125.00</u>
Total Costs			\$10,914.90



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 21, 2016

**Departments: Public Works - Engineering Division**

**TIME REQUIRED** 10 minutes (5 minutes presentation, 5 minutes discussion) **PERSONS APPEARING BEFORE THE BOARD** Garrett Higerd

**SUBJECT** Stock Drive Realignment Project – 0.30 Acre Right-of-Way Acquisition

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Acquisition of 0.30 acres of land for road right-of-way for the Stock Drive Realignment Project.

**RECOMMENDED ACTION:**

Adopt resolution R16-\_\_\_\_ amending R16-31 which approved and authorized the Public Works Director to execute purchase agreement and accept and consent to recordation of a record of survey and deed for the acquisition of .30 acres of land from APN 08-111-12, necessary for the realignment of Stock Drive near Bryant Field in Bridgeport. Waive all associated fees.

**FISCAL IMPACT:**

The cost of right-of-way acquisition is not funded by FAA grants and is funded by the Airport Enterprise fund. The impact to the Airport Enterprise Fund is \$37,000 to acquire this land and approximately \$7,000 in surveying, title, and escrow fees.

**CONTACT NAME:** Garrett Higerd

**PHONE/EMAIL:** 760.924.1802 / ghigerd@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY  
32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff report</a>
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Exhibit 1 - Purchase and Sale Agreement</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
6/15/2016 6:45 AM	County Administrative Office	Yes
6/15/2016 11:01 AM	County Counsel	Yes
6/14/2016 6:32 PM	Finance	Yes



# MONO COUNTY

## DEPARTMENT OF PUBLIC WORKS

---

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** June 21, 2016  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Garrett Higerd, Assistant Public Works Director  
**Re:** Stock Drive Realignment Project – 0.30 Acre Right-of-Way Acquisition

### **Recommended Action:**

Adopt resolution R16-\_\_\_\_ replacing and superseding R16-31 which approved and authorized the Public Works Director to execute purchase agreement and accept and consent to recordation of a record of survey and deed for the acquisition of .30 acres of land from APN 08-111-12, necessary for the realignment of Stock Drive near Bryant Field in Bridgeport. Waive all associated fees.

### **Fiscal Impact:**

The cost of right-of-way acquisition is not funded by FAA grants and is funded by the Airport Enterprise fund. The impact to the Airport Enterprise Fund is \$37,000 to acquire this land and approximately \$7,000 in surveying, title, and escrow fees.

### **Background:**

Resolution R16-31 was approved on April 19, 2016 authorizing the Public Works Director to execute a purchase agreement and accept and consent to recordation of a record of survey and deed. However, further negotiations with the property owner have resulted in substantive changes to the agreement attached as Exhibit 1. Accordingly, new authorization must be given.

The Stock Drive Realignment Project will realign approximately 575 linear feet of Stock Drive and Court Street adjacent to the southern property boundary of Bryant Field. Both roadways are public streets which provide access to the airport and to the community of Bridgeport. The completed project will move a portion of Stock Drive so that a 15-foot high vehicle traveling on Stock Drive will not penetrate the Part 77 approach and departure surfaces for Runway 34 and reconstruct the Court Street/State Highway 182 intersection. An Initial Study and Mitigated Negative Declaration has been prepared and adopted for this project.

The project requires the division of APN 08-111-12 into two parcels, one comprising the .30-acre area to be acquired by the County; the approval by the property owner and the County of a Purchase and Sale Agreement governing the terms of the transaction; the acceptance and recordation of a deed transferring the .30 acres to the County; and any incidental and related actions or approvals (such as approval of escrow instructions, recording a Record of Survey, etc.) that may be necessary to complete the transaction.

The amended resolution attached would approve and authorize the Public Works Director to execute the revised Purchase and Sale Agreement, execute a Certificate of Acceptance for .30 acres, and take such other incidental and related actions as are necessary to complete the property purchase.

Please contact me at 760.924.1802 or by email at [ghigerd@mono.ca.gov](mailto:ghigerd@mono.ca.gov) if you have any questions regarding this matter.

Respectfully submitted,



Garrett Higerd, PE  
Assistant Public Works Director

Attachments: Resolution Amending R16-31  
Exhibit 1 – Revised Purchase and Sale Agreement  
Exhibit 2 – Sample Certificate of Acceptance



RESOLUTION NO. R16-\_\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
SUPERSEDING AND REPLACING R16-31 WHICH APPROVED  
AND AUTHORIZED THE PUBLIC WORKS DIRECTOR TO EXECUTE  
A PURCHASE AGREEMENT AND ACCEPT AND CONSENT TO RECORDATION  
OF A DEED FOR THE ACQUISITION OF .30 ACRES OF LAND FROM APN 08-111-12  
NECESSARY FOR THE REALIGNMENT OF STOCK DRIVE NEAR  
BRYANT FIELD AIRPORT IN BRIDGEPORT**

**WHEREAS**, Stock Drive, near Bryant Field Airport in Bridgeport, requires realignment in order to provide travel capacity for a 15-foot-high vehicle without penetrating the Part 77 approach and departure surfaces of runway 34; and

**WHEREAS**, to accommodate the realignment, the County desires to acquire a .30-acre portion of APN 08-111-12 (hereinafter the "Property"); and

**WHEREAS**, the .30-acre portion of the Property to be acquired by the County are hereinafter referred to as the "Parcels") and are described in the Purchase and Sale Agreement attached hereto as Exhibit A and incorporated by this reference; and

**WHEREAS**, in accordance with Government Code section 66426.5 (part of the Subdivision Map Act) a parcel map is not required for a division of land for sale to a governmental entity, unless required by public policy considerations; and

**WHEREAS**, the proposed division of land has been reviewed by Mono County Land Development Technical Advisory Committee (LDTAC), consisting of the Mono County Public Works, Environmental Health, and Planning Departments; the LDTAC identified no public policy justification for the preparation of a parcel map; and

**WHEREAS**, the Property's owner, the Lester G. Adams and Jean D. Adams Survivor's Trust, (hereinafter "Seller") wishes to sell the Parcel to County, and County wishes to purchase the Parcel, in accordance with the terms and conditions set forth in Exhibit 1; and

**WHEREAS**, under California Law, the Board of Supervisors may delegate to a County officer the authority to execute agreements and related documents and may authorize one or more officers to accept and consent to the recordation of a deed or grant transferring property to the County; and

**WHEREAS**, on April 19, 2016, the Board adopted Resolution R16-31 authorizing the Public Works Director to execute the Purchase and Sale Agreement, which was attached to R16-31 as an exhibit, including any non-substantive changes requested by the Seller; and

**WHEREAS**, since adoption of R16-31, the Seller has requested substantive changes to the Purchase and Sale Agreement and, accordingly, the Board must authorize the Public Works Director to execute the revised Purchase and Sale Agreement; and

**WHEREAS**, the Board of Supervisors wishes to authorize the Public Works Director to execute the Purchase and Sale Agreement set forth as Exhibit 1, to accept and consent to the

1 recordation of a deed transferring the Parcel1 to the County, and take such other necessary and  
2 incidental actions as may necessary to complete the purchase;

3 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO**  
4 **RESOLVES** that:

5 **SECTION ONE:** The Board of Supervisors finds and determines that public policy does not  
6 require the preparation of a parcel map and that the activities authorized by this Resolution were  
7 analyzed as part of the Mitigated Negative Declaration for the Stock Drive Realignment Project  
8 adopted by the Board of Supervisors on April 5, 2016.

9 **SECTION TWO:** The Public Works Director is hereby authorized to execute a Purchase and  
10 Sale Agreement for the Parcels substantially in the form set forth as Exhibit A, with such minor  
11 changes or corrections as may be approved by County Counsel.

12 **SECTION THREE:** Pursuant to Government Code Section 27281, the Public Works Director  
13 is further authorized to sign a Certificate of Acceptance (substantially in the form set forth in Exhibit 2,  
14 attached hereto and incorporated by this reference) for conveyance of the Parcel to the County.

15 **SECTION FOUR:** The Public Works Director is further authorized to take such other actions  
16 (e.g., releasing funds, executing escrow documents, approving and consenting to the recordation of a  
17 Record of Survey) as may be necessary to close escrow on the purchase.

18 **SECTION FIVE:** This Resolution shall supersede and replace in its entirety Resolution 16-31  
19 adopted by the Board on April 19, 2016, in its entirety.

20 **PASSED, APPROVED and ADOPTED** this 21<sup>st</sup> day of June, 2016, by the following vote, to  
21 wit:

22 **AYES:**  
23 **NOES:**  
24 **ABSENT:**  
25 **ABSTAIN:**

26 \_\_\_\_\_  
27 Fred Stump, Chair  
28 Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
County Counsel

29 Attachments:  
30 Exhibit 1 – Purchase and Sale Agreement  
31 Exhibit 2 – Certificate of Acceptance  
32  
33  
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38

## AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale (this "Agreement") dated **June 21, 2016**, for reference purposes, is made by and between the **Lester G. Adams and Jean D. Adams Survivor's Trust**, ("the Seller") and the COUNTY OF MONO, a political subdivision of the State of California ("County").

### RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are set forth below. All notices shall be in writing and delivered by first class mail, postage paid.

The Seller:

**Lester G. Adams and Jean D. Adams  
Survivor's Trust  
P.O. Box 26119  
Las Vegas, NV 89126-0119  
Attn: Jean D. Adams, Trustee  
Vicki Kay Paulbick, Trustee**

County:

**County of Mono  
Department of Public Works  
Post Office Box 457  
Bridgeport, California 93517  
Attn: Garrett Higerd, Assistant  
Director  
Tel: (760) 932-5440  
ghigerd@mono.ca.gov**

B. The Seller is the current owner of real property, which is described as Assessor's Parcel Number 008-111-012-000, located adjacent to County-owned land at the Bryant Field Airport in Bridgeport, California ("the Parcel"). County is aware of the existence of (and is a party to) the *United States of America v. Walker River Irrigation District, et al.* currently before the 9<sup>th</sup> Circuit Court of Appeals. The County is aware Seller is a defendant in said action.

C. The County has interest in acquiring a portion (approximately 0.30 acres) of the Parcel owned by the Seller and situated adjacent to Stock Drive, inclusive of any and all timber, oil, gas and minerals and water located thereon and all rights appurtenant thereto (referred to hereinafter as the "Property"). The Property is the

subject of this Agreement. The Property is more fully described in Exhibit "A" attached hereto and incorporated herein by reference; it is also depicted in the site plan attached hereto as Exhibit "B," and incorporated herein by reference.

D. The County's interest in acquiring the Property is for the purpose of realigning the adjacent Stock Drive in order to increase safety at the Bryant Field Airport, pursuant to Federal Aviation Administration (FAA) guidelines.

E. It is the intent of this agreement to provide the process, terms, and conditions for the purchase and sale of the Property.

## TERMS AND CONDITIONS

The Parties agree as follows:

### 1. **Purchase and Sale.**

(a) Seller agrees to sell to County, and County agrees to purchase from Seller, the Property on the terms and conditions set forth herein. The date written above shall be the "Effective Date."

(b) Seller will convey the Property to County by grant deed subject to the terms and conditions of this Agreement.

### 2. **Purchase Price.**

(a) Subject to satisfaction or waiver of the contingencies specified in Section 3 of this Agreement ("Conditions of Closing"), Seller agrees to sell to County and County agrees to buy from Seller the Property for a purchase price of thirty-seven thousand dollars (**\$37,000.00**) (the "Purchase Price").

(b) **Method of Payment.** The Purchase Price shall be payable in cash on Close of Escrow (as defined below) after crediting any deposit made by County. The Escrow Holder shall disburse sales proceeds to the person or entity referred to herein as "Seller" (Lester G. Adams and Jean D. Adams Survivor's Trust).

3. **Conditions of Closing.** The Parties' respective obligations to close the purchase and sale of the Property shall be conditioned upon all of the following:

(a) Seller's and County's receipt of all necessary approvals and authorizations regarding each party's execution of this Agreement, and authorizations to bind each party to the obligations, terms and conditions contained herein.

(b) County's receipt of a report from its planning agency pursuant to Government Code section 65402(a) determining that the location, purpose, and extent of the County's acquisition of the Property conforms with its general plan. The County shall use its best efforts to accomplish the foregoing as soon as practicable.

(c) Compliance with all applicable laws and regulations governing the purchase of the Property, including but not limited to the California Environmental Quality Act (CEQA) and Government Code Section 25350. The County shall use its best efforts to accomplish the foregoing as soon as practicable.

(d) County approval of the condition of title of the Property based on any preliminary title reports, surveys, and any other information prepared for the County or coming to the County's attention, whether recorded or not, that reasonably affects the condition of title.

(e) The applicability of section 66426.5 of the Subdivision Map Act which exempts divisions of land from the requirements for a parcel map if the property is acquired by a government entity, and compliance with all conditions of said applicability. The County shall use its best efforts to accomplish the foregoing as soon as practicable.

(f) The accuracy of the metes and bounds legal description of the property to be acquired by Mono County, attached hereto as Exhibit A. The County hereby represents and warrants to Seller the accuracy thereof and Seller's ability to rely thereupon.

If any of these conditions are not satisfied as of thirty days after this agreement has been executed, either party may terminate this Agreement by written notice to the other party and the Parties shall have no further obligations hereunder. Except that if

the County terminates this agreement, it shall direct Escrow Holder to release the earnest money deposit to Seller.

**4. Escrow.**

(a) The Parties shall open an escrow with Inyo-Mono Title Insurance Company ("Escrow Holder") for the purpose of closing the purchase and sale of the Property. A fully-executed copy of this Agreement shall be deposited with the Escrow Holder for purposes of opening the escrow and providing instructions to the Escrow Holder together with an earnest money deposit towards the total purchase price of seven thousand dollars (**\$7,000.00**). For those matters not specifically addressed herein, Escrow Holder's standard escrow instructions shall be applicable. Where there is a conflict between the provisions of this Agreement and the provisions of Escrow Holder's standard escrow instructions, the provisions of this Agreement shall control.

(b) Close of escrow shall occur no later than thirty (30) days after this Agreement has been executed, assuming all of the conditions set forth in Section 3 above have been satisfied or waived (hereinafter "Close of Escrow"). Prior to close of escrow, County shall deposit funds in the amount of the Purchase Price minus the earnest money deposit with the Escrow Holder.

**5. Title.** The County has obtained a Preliminary Title Report with respect to the Property (the "Title Report"). Subject to satisfaction or waiver of the contingencies specified in Section 3 of this Agreement ("Conditions of Closing"), County approves the condition of title and the exceptions set forth in the Title Report. Seller shall convey to County fee simple title free and clear of all monetary liens or encumbrances, including deeds of trust, except: (a) the lien for nondelinquent real property taxes; (b) the exceptions set forth in the Title Report; and (c) any other matters approved by County, provided however that no such other County approvals shall have the effect of or be construed as waiving Seller's obligations under this section with respect to conveying free and clear title.

6. **Closing Expenses and Fees.** County shall pay all costs, expenses, and charges required for escrow and closing of this transaction.

7. **Broker's Commission.** Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person asserts a claim for a broker's commission or finder's fee against one of the Parties to this Agreement, the party against whom the claim is asserted will hold the other party harmless from said claim.

8. **Time of the Essence; Dates.** Time is of the essence of this Agreement. In the event that any date specified in this Agreement falls on Saturday, Sunday or a public holiday, such date shall be deemed to be the next day on which the public agencies and major banks are open for business.

9. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between County and the Seller pertaining to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

10. **Representation by Counsel.** Seller acknowledges that this Agreement is entered into and executed voluntarily and without duress or undue influence on the part or on behalf of the County. The parties further acknowledge that they have been or have had the opportunity to be represented by legal counsel with respect to the negotiation and preparation of this Agreement or have knowingly waived their right to do so, and that they are fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party as the drafter of this Agreement.

**11. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.

IN WITNESS of the foregoing provisions the Parties have signed this Agreement below:

**THE SELLER:**

**COUNTY:**

\_\_\_\_\_  
By: Jean D. Adams, Trustee  
Lester G. Adams and Jean D. Adams  
Survivor's Trust  
(attach notary)

\_\_\_\_\_  
By: Jeff Walters, Public Works Director  
Mono County  
(attach notary)

APPROVED AS TO FORM:

\_\_\_\_\_  
By: Vicki Kay Paulbick, Trustee  
Lester G. Adams and Jean D. Adams  
Survivor's Trust  
(attach notary)

\_\_\_\_\_  
By: Stacey Simon, Acting County Counsel  
Mono County

## EXHIBIT "A"

### LEGAL DESCRIPTION OF PROPERTY TO BE ACQUIRED BY MONO COUNTY

A parcel of land being located in a portion S 1/2 of the SW 1/4 of Section 28, T 5 N, R 25 E, MDM, in the County of Mono, State of California being more particularly described as follows:

COMMENCING at the 1/4 Section Corner S28/S33, said point being described in the BLM Dependent Resurvey and Subdivision of Section 28 accepted on July 26, 2002; thence N 67° 03' 43" W, 733.30 feet more or less to a 2" diameter aluminum cap as described on Record of Survey No. 32-96 recorded in Book 5 of Record of Surveys, at Pages \_\_\_\_\_, said point being on the southerly right of-way line of Stock Drive, said point being the TRUE POINT OF BEGINNING; thence along the following courses and distances as shown on Record of Survey No. 32-96 recorded in Book 5 of Record of Surveys, at Pages \_\_\_\_\_:

1. S 0° 25' 10" W, 10.00 feet; thence
2. S 89° 34' 21" E, 214.39 feet; thence
3. along a curve to the right with a radius of 170' thru an angle of 46° 14' 16" an arc distance of 137.19 feet; thence
4. S 43° 20' 05" E, 117.04 feet more or less to the northerly line of the property shown on Record of Survey No. 32-50 recorded on April 2, 1997 in Book 3 of Record of Surveys at Page 51; thence
5. along said line N 72° 23' 23" E, 23.14 feet more or less to the property line described in Grant Deed from Price to Adams recorded on January 16, 1976 in Book 195, Page 468 of Official Records; thence
6. along said line N 89° 56' W, 27.60 feet more or less to an angle point in said deed; thence
7. along the westerly line of said deed N 0° 16' 34" E, 140.00' feet more or less to the right-of-way line of Stock Drive as described in said deed; thence

8. along said right of way line of said deed N 89o 34' 21" W, 412.16 feet more or less to the TRUE POINT OF BEGINNING. Containing 0.30 acres.

The survey information for this description is based on or has been transcribed from said Record of Survey No.32-50 and/or from Record of Survey No. 32-\_\_\_\_. Should any discrepancy exist between the information on said maps and on this description, the information on said maps shall prevail.



EXP DATE: 06/30/17

02/14/16

# EXHIBIT "B"

SITE PLAN OR SKETCH OF PROPERTY

(to be inserted)

# EXHIBIT 2

## Certificate of Acceptance

This is to certify that the interest in real property conveyed by the deed or grant dated \_\_\_\_\_ from the **Lester G. Adams and Jean D. Adams Survivor's Trust** to the County of Mono, a political subdivision of the State of California, is hereby accepted by the undersigned officer on behalf of the Mono County Board of Supervisors pursuant to authority conferred by resolution of the Board of Supervisors adopted on April 19, 2016, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Attach Notary Acknowledgement



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 21, 2016

**Departments: Public Works - Planning**

<b>TIME REQUIRED</b>	30 minutes (10 minute presentation; 20 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Garrett Higerd
<b>SUBJECT</b>	Tract Map 37-46, White Mountain Estates Phase II Final Map		

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Public hearing regarding creation of Zone of Benefit "D" for the Provision of Street Maintenance within White Mountain Estates Phase II, Tract No. 37-46. Approval of Tract Map 37-46 to subdivide a total of 76.81 acres into 45 single-family residential lots, utility parcels, and a remainder lot and establishment of Zone of Benefit "D." The site is about 10 miles north of Bishop on the east side of US Highway 6, at White Mountain Estates Road, adjacent to the existing White Mountain Estates subdivision.

### RECOMMENDED ACTION:

1. Approve and authorize the Chair's signature on Resolution No. R16-\_\_\_, "A Resolution of the Mono County Board of Supervisors Establishing within the Countywide County Service Area the White Mountain Estates Phase II, Tract No. 37-46, Zone of Benefit "D" for the Provision of Street Maintenance, and Allocating Program Costs to Parcels #1-45, and the Remainder Parcel, and to Incorporate Those Lots Within Tract No. 37-46 Into Said Zone of Benefit." 2. Approve the Final Map for Tract No. 37-46, White Mountain Estates – Phases 1 & 2 of Phase II, finding that all conditions of approval have been met, and authorize the Board Clerk's signature on said map certifying approval of such. 3. Reject on behalf of the public fee title offers of dedication for streets, drainage and utility purposes as shown on said map. 4. Reject on behalf of the public easements for drainage, slope maintenance, fire suppression, water well utility lines, water storage, access for ground water monitoring, and public access as shown on said map. 5. Direct the Public Works Director to file for recordation Tract Map 37-46 and a notarized copy of the Zone of Benefit Resolution in the office of the County Recorder.

### FISCAL IMPACT:

None. All subdivision improvements benefiting Tract No. 37-46 have been installed by the Developer as a condition of map approval and at no expense to the County. A Zone of Benefit will address the on-going costs of subdivision road maintenance. This project includes a Home Owners Association that will maintain drainage, Bus Shelter, Mailboxes, signs and other items not included by the Zone of Benefit. Coldwater Canyon Water Company has been developed along with Technical, Managerial, and Financial Documentation to cover expenses related to the projects water system.

**CONTACT NAME:** Paul Roten

**PHONE/EMAIL:** 760 924 1811 / [proten@mono.ca.gov](mailto:proten@mono.ca.gov)

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

---

**ATTACHMENTS:**

<b>Click to download</b>
<input type="checkbox"/> <a href="#">Staff report</a>
<input type="checkbox"/> <a href="#">Map and resolutions</a>
<input type="checkbox"/> <a href="#">Resolution</a>

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/30/2016 11:01 AM	County Administrative Office	Yes
6/7/2016 12:29 PM	County Counsel	Yes
6/15/2016 8:39 AM	Finance	Yes



# MONO COUNTY

## DEPARTMENT OF PUBLIC WORKS

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POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** June 14, 2016

**To:** Honorable Chair and Members of the Board of Supervisors

**From:** Garrett Higerd, Assistant Public Works Director

**Re:** Tract Map 37-46, White Mountain Estates Phase II Final Map Approval and Zone of Benefit Creation

### **Recommended Action:**

1. Hold public hearing and approve and authorize the Chair's signature on Resolution No. R16-\_\_, "A Resolution of the Mono County Board of Supervisors Establishing within the Countywide County Service Area the White Mountain Estates Phase II, Tract No. 37-46, Zone of Benefit "D" for the Provision of Street Maintenance, and Allocating Program Costs to Parcels #1-45, and the Remainder Parcel, and to Incorporate Those Lots Within Tract No. 37-46 Into Said Zone of Benefit"
2. Approve the Final Map for Tract No. 37-46, White Mountain Estates – Phases 1 & 2 of Phase II, finding that all conditions of approval have been met, and authorize the Board Clerk's signature on said map certifying approval of such.
3. Reject on behalf of the public fee title offers of dedication for streets, drainage and utility purposes as shown on said map.
4. Reject on behalf of the public easements for drainage, slope maintenance, fire suppression, water well utility lines, water storage, access for ground water monitoring, and public access as shown on said map.
5. Direct the Public Works Director to file for recordation Tract Map 37-46 and a notarized copy of the Zone of Benefit Resolution in the office of the County Recorder.

### **Fiscal Impact:**

None. All subdivision improvements benefiting Tract No. 37-46 have been installed by the Developer as a condition of map approval and at no expense to the County. A Zone of Benefit will address the on-going costs of subdivision road maintenance. This project includes a Home Owners Association that will maintain drainage swales and storm drains, a bus shelter, mailbox clusters, signs and other items not maintained by the Zone of Benefit. Coldwater Canyon Water Company has been developed along with Technical, Managerial, and Financial Documentation to cover expenses related to the subdivision water system.

### **Background:**

Tentative Tract Map No. 37-46 was conditionally-approved by the Mono County Board of Supervisors at a public hearing held on November 20, 2007. The Final Map will divide APNs 026-240-009 & -010, totaling 76.81-acres, into 45 single-family residential lots, two utility lots (0.07 & 0.78 acres) for water and propane tanks, three lots for open-space uses (1.46 acres, 3.81 acres, and 9.08 acres), and a remainder parcel of 19.23 acres. In Feb. 2009, the Board of Supervisors approved Minute Order M09-21 that stated that it was not feasible to connect with the existing White Mountain Estates Mutual Water Company. In November 2010, the Board of Supervisors approved amendments to the Specific

Plan (SP) and modification of the TTM for relocation of a cattle guard, changed the traffic-calming feature, and allowed payment of in-lieu fee for rehabilitation of 900 feet of White Mountain Estates Road (R10-77). In December 2012, the Board of Supervisors approved amendments to the SP and modification of TTM to remove the housing mitigation requirement, the traffic-calming feature, and the per-lot recreation fee (R12-85). The project is located about 10 miles north of Bishop on the east side of US Highway 6, at White Mountain Estates Road, adjacent to the existing White Mountain Estates subdivision. A reduced copy of the twelve-sheet Final Map is attached to this staff report as Exhibit 1.

The Final Map is in compliance with the Subdivision Map Act and local ordinances and is consistent with the conditionally-approved tentative map. Further, the developer has complied with all map conditions required relative to Final Map approval. A narrative of the map conditions, attached as Exhibit 2, presents a summary of each condition and how it has been complied with. The Planning Commission received a report including Exhibit 2 at its meeting on May 12, 2016 and passed a motion recommending approval by the Board of Supervisors.

Consistent with applicable provisions of the Subdivision Map Act, the Board of Supervisors must take action to accept or reject any dedications provided on the map by the Subdivider. For this map, this includes street, drainage and utility dedications for the extension of White Mountain Estates Road, the extension of Tenaya Drive, Redwood Drive, Tuolumne Road and Watkins Place. Also offered for dedication to the public is a "Federal Lands Access Easement", and an access easement to the on-site well for ground water monitoring purposes.

A Zone of Benefit is being established to provide for on-going street and street-side drainage maintenance. A copy of the draft resolution creating the TM37-46 Zone of Benefit within the Countywide County Service Area is attached as Exhibit 3 for Board consideration.

Please contact me at 760.932.5457 or by email at [ghigerd@mono.ca.gov](mailto:ghigerd@mono.ca.gov) if you have any questions regarding this matter.

Respectfully submitted,



Garrett Higerd, PE  
Assistant Public Works Director

Attachments: Exhibit 1: Reduced Copy of Tract 37-59A&B Final Map  
Exhibit 2: Status of Conditions of Approval  
Exhibit 3: Zone of Benefit Resolution  
Exhibit A: Engineer's Report  
Exhibit B: ZOB Boundary Map  
Exhibit C: ZOB Notice and Ballot

FINAL TRACT MAP NO. 37-46

WHITE MOUNTAIN ESTATES PHASE 1 & 2

A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 33 EAST, MOUNT DIABLO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF MONO, STATE OF CALIFORNIA.

OWNER'S STATEMENT

The undersigned hereby states that White Mountain Estates, LLC is the party having any record title interest in the real property being subdivided, and I do hereby consent to the preparation and recordation of this Final Tract Map. I hereby reserve to the benefit of the public the Utility and Drainage Easements as shown on this map. Further, I hereby offer to dedicate to the public those streets designated on this map as the extension of White Mountain Estates Road, the extension of Tenaya Drive, Redwood Drive, Tuolumne Road, and Watkins Place for street, drainage and utility purposes. Further, I hereby offer to dedicate to the public for ingress and egress the Federal Lands Access Easement as shown on this map. Further, I hereby reserve to the benefit of the homeowners association the drainage and utility easements as shown on this map. Further, I reserve to the benefit of the Remainder the driveway and utility easement across Lot 45 as shown on this map. Further, I hereby reserve to the Mono County Department of Public Works access over the Utility Lot to the on-site well for groundwater monitoring purposes. Further, I hereby reserve as Common Area/Open Space Lots A, C and D and as Common Area Lot B as shown on this map. Further, I hereby reserve the Common Area Access Easement to Lot B for non-vehicular access to Common Area Lots B, C, and D as shown on this map.

Robert H. Stark
Robert H. Stark, Manager

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California } ss.
County of Mono }

On 05/12/2016 before me, Shannon D. Kendall, Notary Public personally appeared Robert H. Stark who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Shannon D. Kendall
Notary Public



PLANNING COMMISSION CERTIFICATE

This Final Tract Map has been reviewed by the undersigned and found to be in substantial conformance with the approved or conditionally-approved tentative map. This map is hereby approved, said approval having been ratified by the Mono County Planning Commission on MAY 12, 2016.

May 12, 2016 [Signature], Chair
Date
Mono County Planning Commission

MAY 12, 2016 [Signature] Scott Burns, Director
Date
Mono County Community Development Dept.

RECORDER'S CERTIFICATE

Filed this \_\_\_ day of \_\_\_, 20\_\_\_, at \_\_\_m., in Book \_\_\_ of Tract Maps at Pages \_\_\_ at the request of Robert H. Stark.

Mono County Recorder

Bob Musil
Mono County Recorder

Instrument No.: \_\_\_
Fee: \_\_\_

SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of Robert H. Stark on June 7, 2015. I hereby state that this Final Tract Map substantially conforms to the approved or conditionally approved tentative map, if any.

John R. Langford, P.L.S. 5149
Expiration Date: June 30, 2017
Date: May 11, 2016



COUNTY SURVEYOR'S STATEMENT

This map has been examined by me and the subdivision as shown is substantially the same as it appeared on the tentative map, if required, and any approved alterations thereof. All provisions of the Subdivision Map Act and of any local ordinances applicable at the time of approval of the tentative map, if required, have been complied with; I am satisfied that this map is technically correct.

Brett K. Jefferson, Mono County Surveyor
P.L.S. 6267
Expiration Date:
Date:

CLERK OF THE BOARD'S STATEMENT

I hereby state that the Mono County Board of Supervisors, at a regular meeting thereof, held on the \_\_\_ day of \_\_\_, 20\_\_\_, by an order duly passed and entered, did approve the Final Map for Tract No. 37-46, and did also \_\_\_, on behalf of the public the fee title offer of dedications for those streets designated on this map as the extension of White Mountain Road, the extension of Tenaya Drive, Redwood Drive, Tuolumne Road, and Watkins Place, and did also \_\_\_, on behalf of the public those easements for drainage, slope maintenance, fire suppression, water well utility lines and water storage as so designated on this map, and did also \_\_\_ the easement for access to the on-site well for ground water monitoring purposes and did also \_\_\_, on behalf of the public, the public access easements as so designated on this map.

Date: \_\_\_

Bob Musil
Clerk of the Board

FINAL TRACT MAP NO. 37-46

WHITE MOUNTAIN ESTATES PHASE 1 & 2

A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 33 EAST, MOUNT DIABLO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF MONO, STATE OF CALIFORNIA.

INDEX TO SHEETS

- Sheet 1 Signature and Certification
Sheet 2 Signature and Certification
Sheet 3 Section Survey Data
Sheet 4 Lot Survey Data Phase I
Sheet 5 Lot Survey Data Phase II
Sheet 6 Easement Details
Sheet 7 Driveway Easement Detail
Sheet 8 Corner Descriptions, History of Surveys
Sheet 9 Supplemental Sheet Programs and Standards and Conditions of Approval
Sheet 10 Supplemental Sheet Fault Map
Sheet 11 Supplemental Sheet Building Envelopes Phase I
Sheet 12 Supplemental Sheet Building Envelopes Phase II

SIGNATURE OMISSIONS

The signatures of the following companies, their successors and assigns, owners of easements as disclosed by the following deeds recorded in the Official Records of Mono County, have been omitted under the provisions of Section 66436(a)(3)(A)(i) of the Subdivision Map Act:

The City of Los Angeles
Recorded: Book 5, Page 156 of Official Records
For: Ditch, Flume, Pipeline or Conduit
Affects: All of land

C.C. & R.'s NOTE

The Declarations of Covenants, Conditions, Restrictions and Reservations are recorded on September 5, 1980 in Book 303, Page 380 of Official Records, on August 14, 1981 in Book 333, Page 219 of Official Records and the Declaration of Covenants, Conditions and Restrictions for the White Mountain Estates Final Tract Map No. 37-46 recorded as Document No. \_\_\_\_\_, on \_\_\_\_\_.

TRUSTEE'S SIGNATURE

Mountain Title Company, Trustee under a Deed of Trust recorded as Doc No. 2004001113 of Official Records of Mono County.

TIL CORE
Tyler Core, Vice President

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California } ss.
County of Inyo }

On 5/15/2016 before me, Renelle Keesler Notary Public personally appeared Tyler Core who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Renelle Keesler
Notary Public
My Commission Expires 6/12/2018
County of my Principal Place of Business: Inyo County

SOILS NOTE

A Percolation Tests and Soils Profile Tests report prepared by BEAR Engineering, Inc. dated December 13, 2006, an Earthquake Fault Zone Hazard Evaluation dated from March 10, 2005 to August 24, 2006 and revised on March 22, 2007 and a Foundation and Earthwork Recommendation Report dated August 6, 2014 were prepared by Sierra Geotechnical Services, Inc. A copy of said investigations are on file with the Mono County Department of Public Works.

HEALTH DEPARTMENT CERTIFICATE

I hereby certify that this subdivision is approved by the Mono County Health Department.

Melina
Louis Molina
Environmental Health Officer
Date 5/12/16

TAX COLLECTOR'S CERTIFICATE

I hereby certify that, according to the records on file in this office, there are no liens against this subdivision, or any part thereof, for unpaid state, county, municipal, local taxes or special assessments collected as taxes, except taxes or special assessments not yet payable. Taxes or special assessments collected as taxes which are a lien but not yet payable are estimated to be in the amount of \$ \_\_\_\_\_ for which receipt of good and sufficient security conditioned upon payment of these taxes is hereby acknowledged.

Mono County Tax Collector
Deputy Tax Collector
Date: \_\_\_\_\_

## FINAL TRACT MAP NO. 37-46 WHITE MOUNTAIN ESTATES PHASE 1 & 2

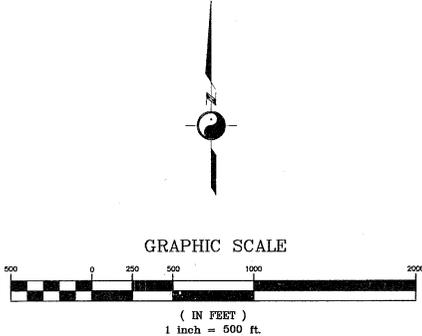
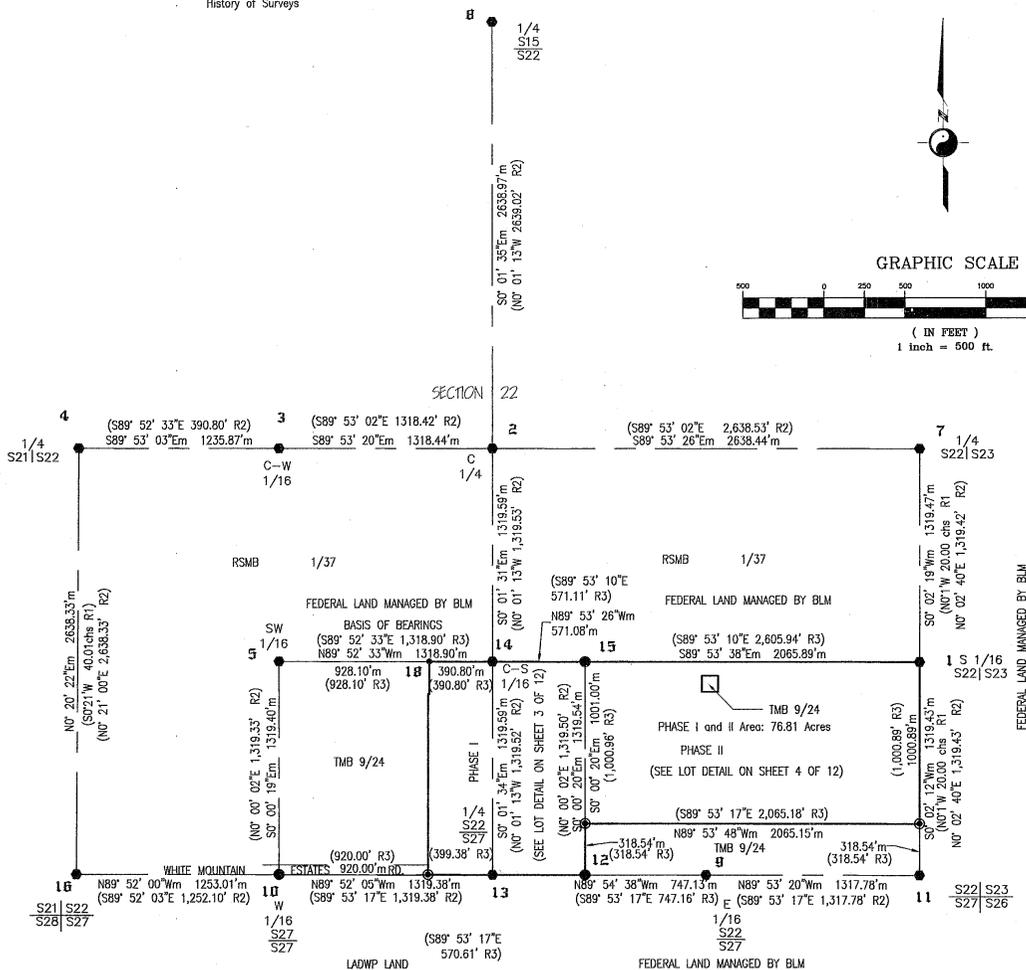
A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 33 EAST, MOUNT DIABLO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF MONO, STATE OF CALIFORNIA.

### LEGEND

- Found section corner as noted in CORNER DESCRIPTIONS hereon.
  - Found monument as noted in CORNER DESCRIPTIONS on Sheet 6 of 10.
  - ⊙ Set 2"φ, aluminum cap inscribed LS5149 on a 5/8"φx24" rebar.
  - ⊙ Set 2"φ, aluminum cap inscribed LS5149 on a 5/8"φx24" rebar in C.I. monument well in pavement.
  - Nothing found or set.
  - m Based on field measurements.
  - (R\*) Based on record information per HISTORY OF SURVEYS hereon.
- Subdivision Exterior Boundary Line.
  - Lot/Roadway Right-of-Way line.
  - Easement Line.

BASIS OF BEARINGS: S89° 52' 33"E, the aliquot line between the SW 1/16 corner and the C-S 1/16 corner of Section 22 as shown on Record of Survey No. 37-12 being recorded on March 13, 1978 in Book 1 of Record of Survey Maps, Pages 37.

See Sheet 8 of 12 for Corner Descriptions and History of Surveys



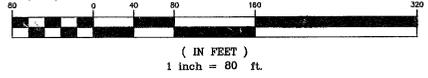
FINAL TRACT MAP NO. 37-46  
WHITE MOUNTAIN ESTATES PHASE 1 & 2

A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE  
SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 33 EAST,  
MOUNT DIABLO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF MONO,  
STATE OF CALIFORNIA.

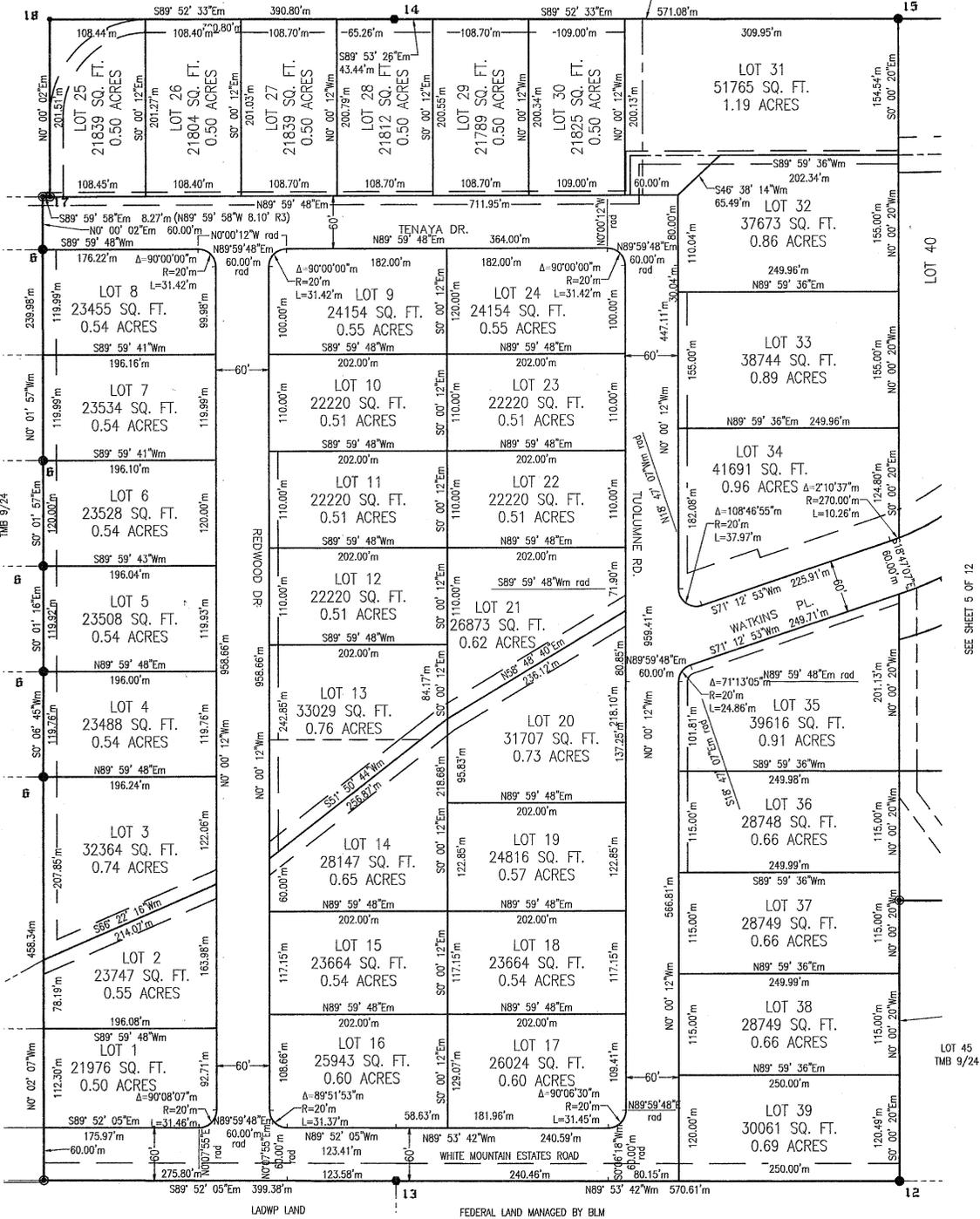
See Sheet 3 of 12 for  
LEGEND & BASIS OF BEARINGS  
See Sheet 6 of 12 and Sheet 7 of 12 for  
Centerline & Easement Detail Data  
See Sheet 8 of 12 for  
Corner Descriptions &  
History of Surveys

MONUMENT NOTE: Set a 2"Ø aluminum cap inscribed LS5149 at  
all lot corners, lot angle points and lot PCs and PTs. For clarity,  
no monument symbol has been used at said lot locations.

GRAPHIC SCALE



FEDERAL LAND MANAGED BY BLM



SEE SHEET 5 OF 12

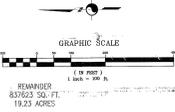
TRACT MAP BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

**FINAL TRACT MAP NO. 37-46**  
**WHITE MOUNTAIN ESTATES PHASE 1 & 2**

SHEET 5 of 12

A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 53 EAST, MOUNT Diablo MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF MONO, STATE OF CALIFORNIA.

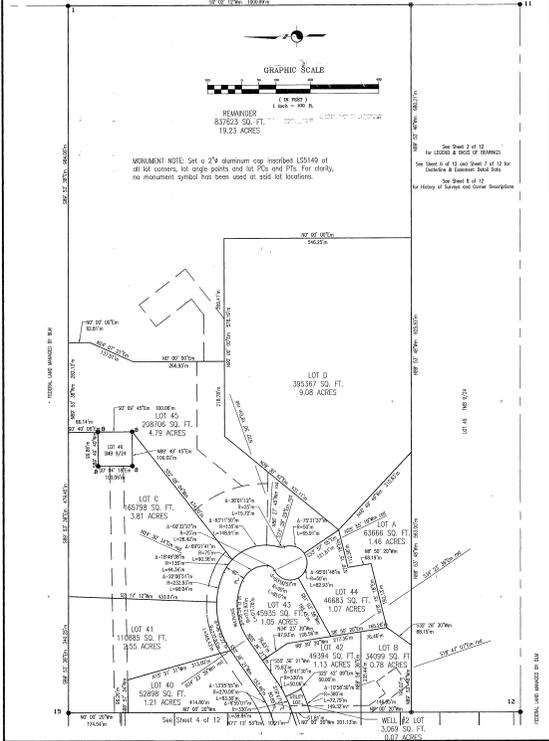
PREPARED AND SUBMITTED BY: [Faint text]



REMARKS:  
 837923 SQ. FT.  
 19.23 ACRES

MONUMENT NOTE: Set a 2" aluminum cap marked 155149 at 48 1/2 corners, 1/4 corner points and 1/4 P.O.P. and P.O.S. for clarity, no monument symbol has been used at 395 lot locations.

See Sheet 3 of 12 for LOTS 1 & 2 of 12  
 See Sheet 6 of 12 and Sheet 7 of 12 for LOTS 3 & 4 of 12  
 See Sheet 8 of 12 for History of Subsequent Color Assignments



TRACT MAP BOOK — PAGE

**EXHIBIT 1**

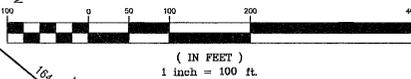
FINAL TRACT MAP NO. 37-46  
WHITE MOUNTAIN ESTATES PHASE 1 & 2

A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 AND THE  
SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 5  
SOUTH, RANGE 33 EAST,  
MOUNT DIABLO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE  
COUNTY OF MONO, STATE OF CALIFORNIA.

ROADWAY CENTERLINES  
&  
EASEMENT DETAILS



GRAPHIC SCALE



PURPOSE OF EASEMENTS

Water Utility Easement: For the installation, operation, maintenance and repair of water tanks, water well, pump, motor and accessory equipment and for the placement, operation, maintenance and repair of water lines, fittings, valves and accessories.

Propane Utility Easement: For the placement, operation, maintenance and repair of propane tanks, propane lines, fittings, valves and accessories.

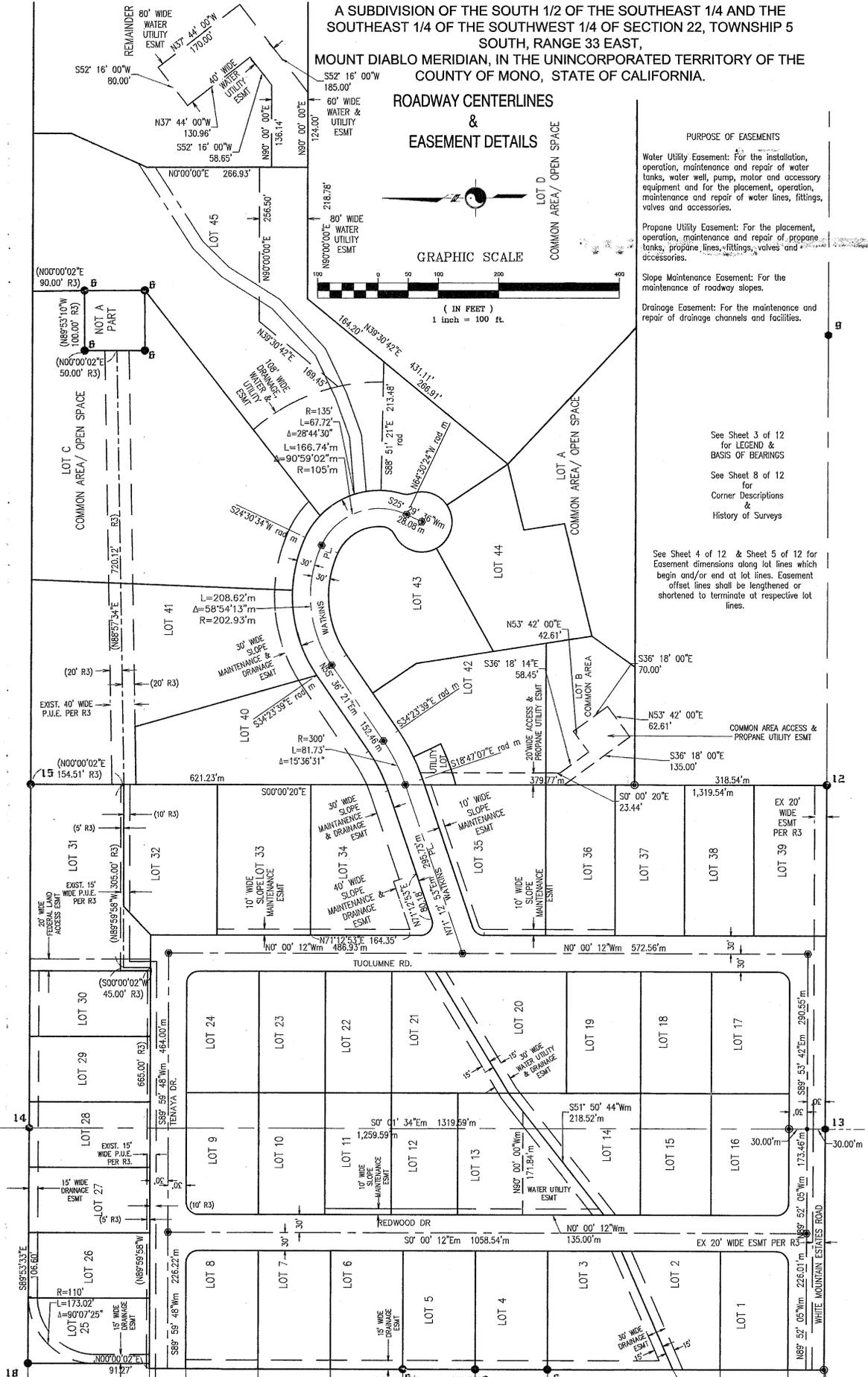
Slope Maintenance Easement: For the maintenance of roadway slopes.

Drainage Easement: For the maintenance and repair of drainage channels and facilities.

See Sheet 3 of 12  
for LEGEND &  
BASIS OF BEARINGS

See Sheet 8 of 12  
for  
Corner Descriptions  
&  
History of Surveys

See Sheet 4 of 12 & Sheet 5 of 12 for  
Easement dimensions along lot lines which  
begin and/or end at lot lines. Easement  
offset lines shall be lengthened or  
shortened to terminate at respective lot  
lines.



TRACT MAP BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

FINAL TRACT MAP NO. 37-46  
WHITE MOUNTAIN ESTATES PHASE 1 & 2

A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE  
SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 33 EAST,  
MOUNT DIABLO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF MONO,  
STATE OF CALIFORNIA.

REMAINDER DRIVEWAY  
EASEMENT DETAIL

See Sheet 6 of 12  
for Water & Utility Easement  
Dimensions

REMAINDER



GRAPHIC SCALE



( IN FEET )  
1 inch = 50 ft.

N24° 07' 21"E  
15.07'

N0° 00' 00"E  
13.97'

S57° 16' 08"W 108.59'  
S57° 16' 08"W 146.51'  
S44° 35' 31"W 80.83'  
S44° 35' 31"W 65.21'

LOT 45

26' WIDE  
DRIVEWAY  
& WATER  
& UTILITY  
ESMT

See Sheet 6 of 12  
for 80' Wide Water &  
Utility Easement  
Dimensions

LOT D  
COMMON AREA/ OPEN SPACE

See Sheet 3 of 12  
for LEGEND &  
BASIS OF BEARINGS

NOT  
A PART

LOT C  
COMMON AREA

N70° 10' 49"E 70.14'  
See Sheet 6 of 12  
for 108' Wide Drainage,  
Water & Utility Easement  
Dimensions

S85° 14' 08"W 94.68'

N70° 10' 49"E 73.76'

S85° 14' 08"W 94.21'

R=135'  
L=67.72'  
Δ=28°44'33"

R=135'  
L=20.26'  
Δ=8°35'56"

N45°27'19"E rd

N45°27'19"E rd  
N47°11'36"E rd

LOT 44

LOT 43

LOT 41

WATKINS  
PL.

## FINAL TRACT MAP NO. 37-46 WHITE MOUNTAIN ESTATES PHASE 1 & 2

A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE  
SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 33 EAST,  
MOUNT DIABLO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF MONO,  
STATE OF CALIFORNIA.

### CORNER DESCRIPTIONS

- 1 Found 2" inner diameter iron pipe flush with ground with tag in concrete inscribed LS3462. Accepted as the S1/16 corner S22/S23 per R2.
- 2 Found 2" inner diameter iron pipe flush with ground with tag in concrete inscribed LS3462. Accepted as the C1/4 corner S22 per R2.
- 3 Found 2" inner diameter iron pipe down 0.4' with tag in concrete inscribed LS3462. Accepted as the C-W 1/16 corner S22 per R2. A 1-1/2"Ø galvanized cap on a 1" inner diameter iron pipe up 0.5' inscribed CITY OF LA bears N70°22'19"W, 15.00' from the corner.  
PROP COR
- 4 Found a 1" inner diameter iron pipe flush with ground with tag in concrete inscribed LS3462. Accepted as 1/4 corner S21/S22 per R2. A 1-1/2"Ø galvanized cap on a 1" inner diameter iron pipe up 0.5' inscribed CITY OF LA bears S89°38'53"E, 49.97' from the cor. Ref: LADWP FB1257-13.  
PROPERTY CORNER
- 5 Found 2" inner diameter iron pipe flush with ground with tag in concrete inscribed LS3462. Accepted as the SW 1/16 corner S22 per R2 & R3. A 1-1/2"Ø galvanized cap on a 1" inner diameter iron pipe up 0.5' inscribed CITY OF LA bears N55°52'33"W, 8.93' from the corner.  
PROP COR
- 6 Found 2" inner diameter iron pipe flush with ground with tag in concrete inscribed LS3462. Accepted as lot corner per R3.
- 7 Found 2-1/2"Ø brass cap inscribed 1/4 S22/S23 on a 1-1/2" inner diameter iron pipe. Accepted as the 1/4 corner per R1.
- 8 Found 7"x8"x9" stone with 1/4 inscribed on N face and lead and tag inscribed LS3462 in top of stone. A 3'Ø rock mound lies 3' westerly from stone. Accepted as 1/4 corner per R1 and R2.
- 9 Found 1-1/2"Ø galvanized cap inscribed COR on a 1" inner diameter iron pipe up 0.5'. Accepted as C-E 1/16 corner  $\frac{S22}{S27}$  per R2.  
1/16  
LS3615  
S27
- 10 Found nail down 0.2'. Nail substantially conforms to record location of 2"Ø iron pipe per R2. Accepted as C-W 1/16 corner S22. Set 2"Ø aluminum cap inscribed LS5149 on a 5/8"Øx24" rebar.
- 11 Found 2" inner diameter iron pipe (disturbed) down 1.0'. Pipe substantially conforms to position of GLO brass cap per R2. Accepted as section corner  $\frac{S22}{S23}$ . Reset with 2"Ø aluminum cap inscribed LS5149 on a 5/8"Øx24"  $\frac{S27}{S26}$  rebar.
- 12 Found a 2" inner diameter iron pipe flush with ground with tag inscribed LS3462 in concrete. Accepted per R2.
- 13 Set a 2"Ø aluminum cap inscribed 1/4  $\frac{S22}{S27}$  on a 5/8"Øx24" rebar at the  $\frac{LS5149}{S27}$  measured location of a found a 2-1/2"Ø USGLO brass cap inscribed  $\frac{S22}{S27}$  1/4 on a bent 1" inner diameter iron pipe, said cap being obliterated by construction. Accepted as the 1/4 corner per R1.
- 14 Set a 2"Ø aluminum cap inscribed LS5149 on a 5/8"Øx24" rebar at the measured location of a found 2" inner diameter iron pipe flush with ground with tag in concrete inscribed LS3462, said monument being obliterated by construction. Accepted as the C-S 1/16 corner S22 per R2 & R3.
- 15 Found a 2" inner diameter iron pipe flush with ground with tag inscribed LS3462 in concrete. Accepted per R2.
- 16 Point for section corner falls in centerline intersection of White Mountain Road and Chalfant Loop Road. Nothing found or set. The position of the Section Corner was determined by intersection of the distance from the 1/4 corner S21/S22 per R2 with the distance of 123.80' from a lead and tag in concrete in old Chalfant School porch per LADWP FB 1257, Page 14 dated 10-25-66 the resultant bearing being N44°35'58"W from the Corner.
- 17 A 5/8"Ø rebar (up 0.2') in a 3/4" inner diameter plastic pipe bears N59°59'28"W, 1.40' from the corner position as determined from R3. Monument does not conform to type as described per R3 and as consistently found at other record locations. Monument not accepted.
- 18 Calculated position of corner per R2 falls on 8' high vertical bank. Nothing set.

### HISTORY OF SURVEYS

- R1: USSGO Survey of Township No. 5 South, Range No. 33 East, Mount Diablo Meridian, California, examined and approved by the U.S. Surveyor General for California on November 30, 1914 in San Francisco, California.
- R2: Record of Survey Map No. 37-12 recorded on March 13, 1978 in Book 1 of Record of Survey Maps at Page 37.
- R3: Final Map Tract No. 37-15 recorded on September 5, 1980 in Book 9 of Tract Maps at Pages 24 thru 24B.

## FINAL TRACT MAP NO. 37-46

## WHITE MOUNTAIN ESTATES PHASE 1 &amp; 2

A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 33 EAST, MOUNT DIABLO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF MONO, STATE OF CALIFORNIA.

## SUPPLEMENTAL SHEET

THE INFORMATION ON SUPPLEMENTAL SHEETS 9 THROUGH 12 IS PROVIDED AS MANDATED BY THE BOARD OF SUPERVISORS IN THE WHITE MOUNTAIN ESTATES SPECIFIC PLAN PROGRAMS AND STANDARDS AND THE TENTATIVE TRACT MAP 37-46/WHITE MOUNTAIN ESTATES CONDITIONS OF APPROVAL.

FUTURE RESIDENTIAL DEVELOPMENT SHALL MEET THE REQUIREMENTS OF THE MONO COUNTY GENERAL PLAN AND MONO COUNTY CODE.

ALL WOOD-BURNING DEVICES INSTALLED IN THE PROJECT SHALL BE PHASE II EPA CERTIFIED, IN CONFORMANCE WITH THE MONO COUNTY GENERAL PLAN (CONSERVATION/OPEN SPACE ELEMENT, PUBLIC HEALTH AND SAFETY POLICIES, OBJECTIVE A, ACTION 6.1).

SUBDIVISION IMPROVEMENTS AND FUTURE RESIDENTIAL DEVELOPMENT SHALL COMPLY WITH FIRE-SAFE REGULATIONS (MONO COUNTY GENERAL PLAN, LAND USE ELEMENT, SECTION VI, LAND DEVELOPMENT REGULATIONS, CHAPTER 22), INCLUDING EMERGENCY ACCESS, EMERGENCY WATER SUPPLIES, SIGNING AND BUILDING NUMBERING, AND VEGETATION MODIFICATION.

THE APPLICANT AND/OR ITS CONTRACTOR SHALL STOP WORK AND NOTIFY THE MONO COUNTY COMMUNITY DEVELOPMENT DEPARTMENT/PLANNING DIVISION OF THE LOCAL NATIVE AMERICAN TRIBAL CONTACTS IF ARCHAEOLOGICAL EVIDENCE AND/OR HUMAN REMAINS OR UNMARKED CEMETERIES ARE ENCOUNTERED DURING GROUND-DISTURBING ACTIVITIES. NO DISTURBANCE OF SUCH A SITE SHALL BE PERMITTED UNTIL THE APPLICANT HAS HIRED A CERTIFIED ARCHAEOLOGIST AND AN ARCHAEOLOGICAL SURVEY THAT IDENTIFIES ACCEPTABLE SITE MITIGATION MEASURES IS FILED WITH THE COUNTY PLANNING DIVISION. NATIVE AMERICAN MONITORS SHALL BE ON SITE DURING THE ARCHAEOLOGICAL SURVEY TO ENSURE THE PROPER IDENTIFICATION AND CARE OF CULTURAL RESOURCES. THE DISPOSITION OF ANY RECOVERED ARTIFACTS SHALL BE MADE IN CONSULTATION WITH LOCAL TRIBAL CONTACTS. IN THE EVENT OF THE ACCIDENTAL DISCOVERY OF HUMAN REMAINS, HEALTH AND SAFETY CODE SECTION 7080.5, PUBLIC RESOURCES CODE SECTION 5097.98, AND CEQA GUIDELINES SECTION 15064.5 (d) SHALL BE CONSULTED FOR THE PROPER PROCEDURE TO FOLLOW.

- 2A. CONSTRUCTION ACTIVITIES SHALL TAKE PLACE ONLY DURING DAYLIGHT HOURS OR PER MONO COUNTY CODE 13.08.290, WHICHEVER IS MORE RESTRICTIVE.
- 2B. NOISE LEVELS SHALL BE IN CONFORMITY WITH MONO COUNTY NOISE STANDARDS. CONSTRUCTION EQUIPMENT SHALL BE ADEQUATELY MUFFLED.
- 2C. HOMEOWNERS' DOGS SHALL BE RESTRAINED BY LEASHES OR CONTAINED WITHIN FENCED AREAS OR YARDS.
- 2D. DOGS BELONGING TO CONSTRUCTION WORKERS SHALL BE PROHIBITED IN THE PROJECT AREA DURING CONSTRUCTION OR BE UNDER OWNER'S COMPLETE CONTROL AT ALL TIMES.
- 2E. VEGETATION REMOVAL SHOULD BE LIMITED TO DISTURBANCE NECESSARY FOR CONSTRUCTION OF RESIDENCES, ACCESSORY BUILDINGS, DRIVEWAYS, WALKWAYS, CORRALS, AND LANDSCAPING.
- 2F. HOMEOWNERS SHALL PROVIDE EROSION CONTROL MEASURES FOR DISTURBED AREAS DURING AND FOLLOWING CONSTRUCTION. TOPSOIL SHALL BE STOCKPILED AT THE CONSTRUCTION SITE AND REDISTRIBUTED OVER DISTURBED AREAS AS SOON AS PRACTICAL FOLLOWING COMPLETION OF CONSTRUCTION.
- 2G. CONTROL OF DUST DURING ANY CONSTRUCTION AND/OR LAND CLEARING ACTIVITIES SHALL BE REQUIRED USING WATERING, MULCHING, OR OTHER EROSION CONTROL METHODS AS NECESSARY.
- 2H. HOMEOWNERS SHALL AIM, SHIELD AND DIRECT EXTERIOR LIGHTING DOWNWARD TO REDUCE GLARE.
- 2I. FUTURE DEVELOPMENT PROJECTS SHALL COMPLY WITH THE VISUAL RESOURCES REQUIREMENTS OF THE WHITE MOUNTAIN ESTATES SPECIFIC PLAN.
3. PURSUANT TO SECTION 66424.6(q) OF THE SUBDIVISION MAP ACT, WHEN A SUBDIVIDER DIVIDES ONLY A PORTION OF A PARCEL OF LAND, THE UNDIVIDED PORTION MAY BE DESIGNATED AS A "REMAINDER" PARCEL SO LONG AS THAT PORTION IS NOT DIVIDED FOR THE PURPOSE OF SALE, LEASE, OR FINANCING IMMEDIATELY OR IN THE FUTURE. THE DESIGNATED REMAINDER MAY BE SUBSEQUENTLY SOLD AT A LATER DATE, BUT THE OWNER MUST FILE A REQUEST FOR A CERTIFICATE OF COMPLIANCE OR CONDITIONAL CERTIFICATE OF COMPLIANCE WITH THE MONO COUNTY DEPARTMENT OF PUBLIC WORKS PRIOR TO THE SALE (66424.6(q)).
9. ALL NEW RESIDENTIAL CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF CHAPTER 21, "FLOOD PLAIN REGULATIONS," OF THE LAND USE ELEMENT OF THE MONO COUNTY GENERAL PLAN.

## PUBLIC SERVICES:

1. THE DEVELOPER SHALL PROVIDE THE DEPARTMENT OF PUBLIC WORKS WITH A "WILL SERVE" LETTER FROM THE CHALFANT VALLEY FIRE PROTECTION DEPARTMENT INDICATING APPROVAL OF FIRE PROTECTION AND SUPPRESSION COMPONENTS OF THE PROPOSED PROJECT DESIGN AND THAT THE DEPARTMENT WILL PROVIDE SERVICE TO THE PROPOSED PARCELS. THE PROJECT SHALL COMPLY WITH THE FOLLOWING MINIMUM REQUIREMENTS IN ORDER TO INCREASE FIRE SAFETY:
  - \* ALL BUILDINGS AND ADJOINING LOTS SHALL BE A MINIMUM OF 30 FEET APART. FOR LOTS 1-8 THE REAR YARD SETBACK SHALL BE 30 FEET; FOR LOT 25, THE WESTERN SIDE YARD SETBACK SHALL BE 30'. FOR ALL OTHER LOTS LESS THAN ONE ACRE IN SIZE THE SIDE AND REAR YARD SETBACKS SHALL BE 15'.
  - NOTE: THE REAR YARD SETBACKS MAY BE REDUCED FOR LOTS 1-8 AND THE WESTERN SIDE YARD SETBACK MAY BE REDUCED FOR LOT 25, IF THE EXISTING BUILDINGS ADJOINING THE LOTS WITHIN THE EXISTING SUBDIVISION HAVE AT LEAST 15' SETBACK FROM THE APPLICABLE REAR OR SIDE PROPERTY LINES. IF A PROPERTY WITHIN THE EXISTING SUBDIVISION THAT ADJAINS LOTS 1-8 OR 35 IS VACANT, THE APPLICABLE REAR OR SIDE YARD SETBACK SHALL BE 30.
  - \* EACH HOUSE/PARCEL SHALL HAVE A STANDARDIZED PROPANE SHUTOFF BOX.
  - \* THE PROPANE TANKS FOR THE PROJECT SHALL BE LOCATED ON THE LOT DESIGNATED FOR UTILITY USES.
  - \* THE FACILITIES FOR THE PROPANE TANKS SHALL INCLUDE A CONTAINMENT FACILITY AND AUTOMATIC SHUTOFF VALVES.
  - \* THE PROJECT SHALL HAVE ILLUMINATED HOUSE NUMBERS ON EACH RESIDENCE.
  - \* THE FIRE DISTRICT SHALL REVIEW THE HYDRANT PLAN PRIOR TO APPROVAL OF THE FINAL TRACT MAP.
  - \* A HYDRANT SHALL BE INSTALLED BY THE WATER TANKS.
  - \* FIRE MITIGATION FEES SHALL BE COLLECTED AS PART OF THE BUILDING PERMIT APPLICATION PROCESS. PRIOR TO ACCEPTANCE OF SUBDIVISION IMPROVEMENTS BY THE DEPARTMENT OF PUBLIC WORKS, THE DEVELOPER SHALL FURNISH DOCUMENTATION FROM THE DISTRICT INDICATING THAT IMPROVEMENTS SATISFACTORILY MEET DISTRICT REQUIREMENTS.
2. CONSISTENT WITH RECREATION OBJECTIVES IDENTIFIED FOR THE TRI-VALLEY AREA IN THE LAND USE ELEMENT, THE DEVELOPER SHALL CONTRIBUTE IMPROVEMENTS AND/OR IN-LIEU FEES FOR THE CHALFANT COMMUNITY PARK OR AN ALTERNATE LOCATION AGREED UPON BY THE DEVELOPER AND DEPARTMENT OF PUBLIC WORKS. THE COST FOR RECREATION IMPROVEMENTS AND/OR IN-LIEU FEES SHALL BE NOT LESS THAN \$40,000. ANY IMPROVEMENTS TO THE CHALFANT COMMUNITY PARK SHALL BE APPROVED BY THE DEPARTMENT OF PUBLIC WORKS AND SHALL BE COMPLETED CONCURRENT WITH SUBDIVISION IMPROVEMENTS.
3. THE DEVELOPER SHALL CONTRIBUTE MITIGATION FEES TO THE COUNTY FOR PROJECT IMPACTS TO EMERGENCY MEDICAL FACILITIES, SCHOOL FACILITIES, AND LAW ENFORCEMENT SERVICES IN CHALFANT.

## GEOLOGY AND SOILS

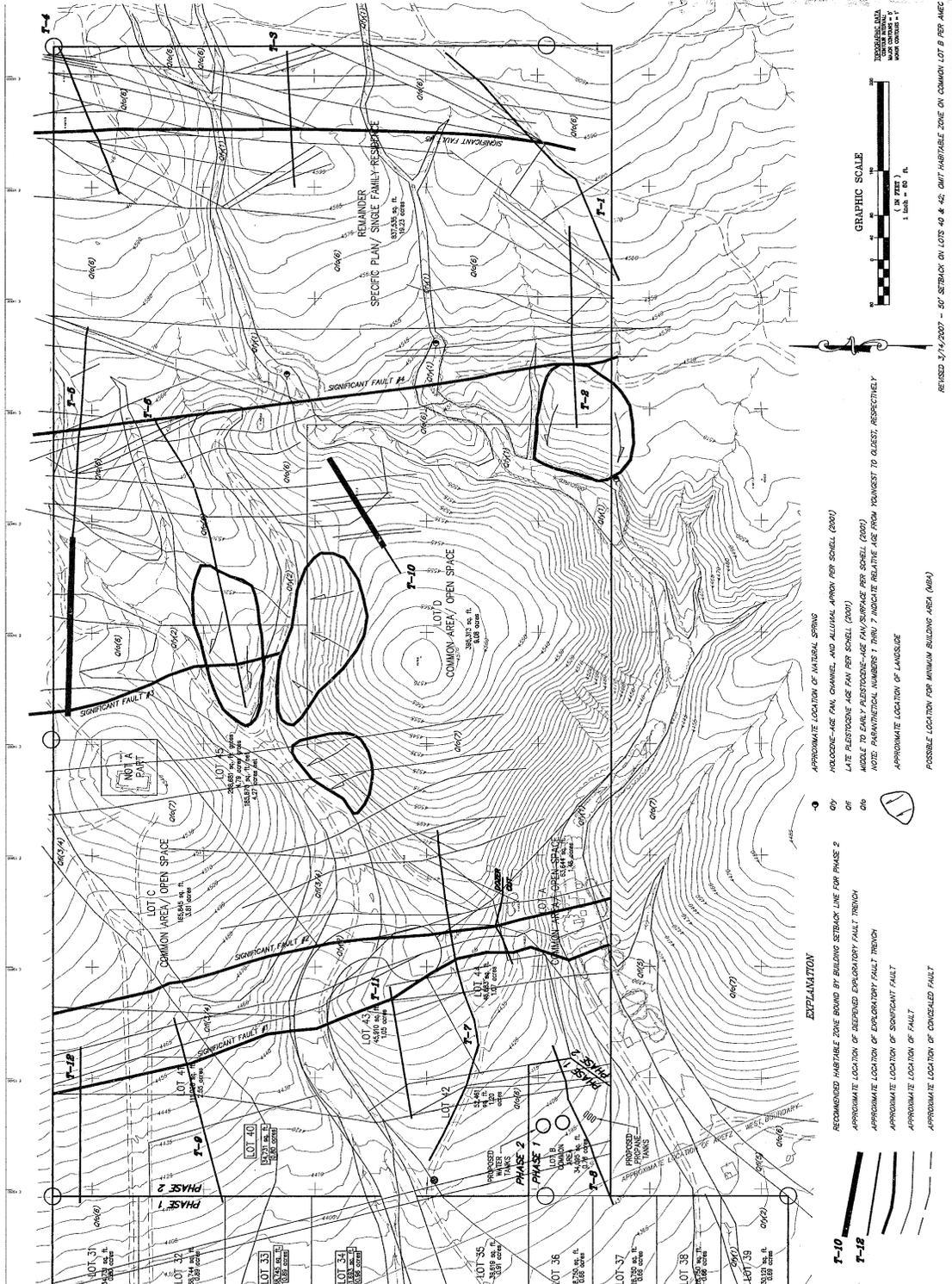
4. GRADING PERMITS SHALL BE REQUIRED AS SPECIFIED IN THE MONO COUNTY CODE SECTION 13.08.030, ET. SEQ. ACTIVITIES REQUIRING A GRADING PERMIT INCLUDE, BUT ARE NOT LIMITED TO, LAND CLEARING AND GRADING ACTIVITIES THAT CLEAR MORE THAN 10,000 SQUARE FEET, RESULTS IN CUTS GREATER THAN 4 FEET OR FILL GREATER THAN 3 FEET, OR MORE THAN 200 CUBIC YARDS OF CUT OR FILL. CONSTRUCTION RESULTING IN THE ALTERATION OF A DRAINAGE COURSE ALSO REQUIRES A GRADING PERMIT.
5. DRAINAGE AND EROSION-CONTROL PLANS SHALL BE REQUIRED OF RESIDENTIAL CONSTRUCTION INVOLVING MORE THAN 5,000 SQUARE FEET OF PAD AREA DISTURBED, INCLUDING SECONDARY OR ACCESSORY STRUCTURES ON ANY ONE PARCEL, AT ANY ONE TIME. DRAINAGE AND EROSION CONTROL PLANS SHALL ALSO BE REQUIRED FOR CONSTRUCTION ON ANY ONE PARCEL THAT CUMULATIVELY EXCEEDS 10,000 SQUARE FEET. IF PLANS ARE REQUIRED, PLANS WILL BE DEVELOPED BY THE INDIVIDUAL PROJECT APPLICANT WITH REVIEW AND CONCURRENCE BY THE MONO COUNTY DEPARTMENT OF PUBLIC WORKS, COMMUNITY DEVELOPMENT DEPARTMENT / BUILDING DIVISION AND APPLICABLE FEDERAL AND/OR STATE AGENCIES.
6. BUILDING ENVELOPES AND DRIVEWAYS SHALL BE ESTABLISHED ON THE FINAL PHASED TRACT MAPS FOR ALL LOTS ADJACENT TO DRAINAGE CHANNELS, ALL LOTS AFFECTED BY ALQUIST-PRIOLO FAULT HAZARDS, AND ALL LOTS ON WHICH SECONDARY UNITS MAY BE ALLOWED (FOR EACH PARTICULAR PHASE). THE LAND USE PLAN SHALL INDICATE LOTS WHERE SECONDARY UNITS MAY BE ALLOWED. ON LOTS LARGER THAN ONE ACRE IN SIZE, WHERE LARGE ANIMALS SUCH AS HORSES ARE ALLOWED, ANIMAL CONFINEMENT AREAS SHALL ALSO BE ESTABLISHED ON THE FINAL TRACT MAP IN ORDER TO REDUCE SITE DISTURBANCE, PROTECT VEGETATION, AND TO ENSURE THAT THERE IS SUFFICIENT AREA FOR THE LEACH FIELD, REPLACEMENT FIELD, AND ANIMAL AREAS. BUILDING ENVELOPES FOR EACH RESIDENTIAL PARCEL SHALL BE LOCATED TO AVOID DEVELOPMENT ON RIDGELINES OR RIDGETOPS, WHEN FEASIBLE, AND TO MINIMIZE CUT AND FILL.
7. DURING ALL PHASES OF CONSTRUCTION, EROSION-CONTROL MEASURES SHALL BE APPLIED TO DISTURBED AREAS AND SHALL INCLUDE BEST MANAGEMENT PRACTICES SUCH AS PLACEMENT OF FIBER BLANKETS, FIBER ROLLS, FIBER FENCING, OR SIMILAR MATERIALS. REMOVED TOPSOIL SHALL BE STOCKPILED AND REPLACED OVER DISTURBED AREAS AT, OR PRIOR TO, THE COMPLETION OF CONSTRUCTION. REDISTRIBUTION OF TOPSOIL AND REVEGETATION OF DISTURBED AREAS SHALL OCCUR AS SOON AS PRACTICAL FOLLOWING CONSTRUCTION AND THE USE OF STABILIZATION MATERIAL OR LANDSCAPING SHALL BE REQUIRED TO REDUCE IMPACTS RELATED TO EROSION. USE OF NATIVE SEED AND/OR NATIVE PLANTS GROWN FROM SEEDS OR SEEDLINGS OBTAINED FROM LOCAL NATIVE STOCK IS ENCOURAGED. REVEGETATED AREAS SHALL BE IRRIGATED AS NECESSARY TO ESTABLISH PLANTS.
8. TO PREVENT WIND EROSION AND PUBLIC NUISANCE CREATED BY DUST, PROPERTY OWNERS SHALL REFRAIN FROM CLEARING NATIVE VEGETATION EXCEPT AS NECESSARY FOR IMPENDING SAME-YEAR CONSTRUCTION. IN ADDITION, LAND DISTURBANCE (GRADING, CUT AND FILL) FOR ROAD CONSTRUCTION, INFRASTRUCTURE INSTALLATION, AND BUILDING CONSTRUCTION SHALL BE LIMITED TO AREAS IDENTIFIED ON THE FINAL TRACT MAP FOR ROADS, UTILITIES, BUILDING ENVELOPES AND DRIVEWAYS.
9. ALL DISTURBED SOIL SURFACES RESULTING FROM CONSTRUCTION OF IMPROVEMENTS SHALL BE STABILIZED WITHIN ONE YEAR OF COMPLETION OF SUBDIVISION IMPROVEMENTS. ALL EXPOSED SURFACES SHALL BE STABILIZED PRIOR TO THE ONSET OF WINTER WEATHER IF SUCH WORK IS TO BE COMPLETED THE FOLLOWING YEAR.
10. FOR ALL PHASES OF THE SUBDIVISION AND PARCEL DEVELOPMENT, CONTROLS SHALL BE INSTITUTED TO REDUCE THE IMPACT OF DUST. SUCH CONTROLS ARE TO INCLUDE WATERING AND MULCHING OF DISTURBED AREAS OR OTHER APPROVED METHODS, E.G.:
  - \* ALL MATERIALS EXCAVATED OR GRADED SHALL BE SUFFICIENTLY WATERED TO PREVENT EXCESSIVE AMOUNTS OF DUST. WATERING SHALL OCCUR AT LEAST TWICE DAILY WITH COMPLETE COVERAGE.
  - \* SPEED LIMITS ON THE CONSTRUCTION SITE SHALL BE REDUCED TO MINIMIZE DUST AND WINDBORNE EROSION.
  - \* INITIATION OF REVEGETATION EFFORTS SHOULD COMMENCE AS SOON AS PRACTICAL AFTER CONSTRUCTION.
  - \* ALL CLEARING, GRADING, EARTH MOVING, OR EXCAVATION ACTIVITIES SHALL CEASE DURING PERIODS OF HIGH WINDS (I.E. GREATER THAN 25 MILES PER HOUR AVERAGED OVER ONE HOUR).
  - \* ADJOINING STREETS SHALL BE WASHED OR SWEEPED CLEAN OF TRACKED-OUT VEHICLE.
  - \* ALL MATERIAL TRANSPORTED ON-SITE OR OFF-SITE SHALL BE SUFFICIENTLY WATERED AND SECURELY COVERED TO PREVENT EXCESSIVE AMOUNTS OF DUST.
  - \* ALL TRUCKS HAULING EXCAVATED OR GRADED MATERIAL OFF-SITE SHALL COMPLY WITH STATE VEHICLE CODE SECTION 23114, WHICH CONTAINS REQUIREMENTS FOR COVERING LOADS SO MATERIALS DO NOT BLOW OR FALL FROM A TRUCK.
11. CONSTRUCTION MATERIAL (ROCK, DEBRIS, ETC.) THAT IS NOT UTILIZED AS FILL MATERIAL IN THE CONSTRUCTION OF IMPROVEMENTS SHALL BE REMOVED TO A PERMITTED DISPOSAL SITE OR OTHER SITE APPROVED BY THE DEPARTMENT OF PUBLIC WORKS. ALL MATERIAL PROPOSED FOR FILL SHALL BE APPROVED BY A GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT IN THE PROJECT.
14. LAND USES ON LOT D SHALL BE LIMITED TO NON-MOTORIZED PASSIVE RECREATIONAL ACTIVITIES (E.G. HIKING, BIRDWATCHING, WILDLIFE VIEWING, HORSEBACK RIDING) AND SIGNS SHALL BE POSTED AT ENTRANCES TO THE PARCEL REITERATING THE PROHIBITION ON MOTORIZED VEHICLES.
15. ANY ADDITIONAL DENSITY ON THE REMAINDER PARCEL BEYOND THE SINGLE FAMILY RESIDENTIAL UNIT WITH ONE CONNECTION TO THE COMMUNITY WATER SUPPLY SYSTEM SHALL REQUIRE REGULATORY APPROVAL THROUGH THE SPECIFIC PLAN PROCESS WITH ASSOCIATED CEQA DOCUMENTS. ANY POTENTIAL IMPACTS TO THE SPRING OR SURROUNDING RIPARIAN HABITAT AREAS IDENTIFIED IN THE CEQA DOCUMENTS SHALL BE AVOIDED OR FULLY MITIGATED.
16. IF VEGETATION CLEARING IS REQUIRED DURING THE AVIAN BREEDING SEASON, A QUALIFIED BIOLOGIST, PAID FOR BY THE DEVELOPER, SHALL SURVEY THE AREA AFFECTED AND IF ACTIVE NESTS ARE LOCATED, A PROTECTIVE BUFFER OF 100 FEET SHALL BE ESTABLISHED AROUND THE NESTS TO BE AVOIDED UNTIL THE YOUNG HAVE FLEDGED.
17. DOGS BELONGING TO INDIVIDUALS INVOLVED IN CONSTRUCTION ACTIVITIES SHALL BE PROHIBITED IN THE PROJECT AREA DURING CONSTRUCTION PHASES OR UNDER THE OWNER'S COMPLETE CONTROL AT ALL TIMES.
18. DOMESTIC ANIMALS SHALL BE RESTRAINED AT ALL TIMES, EITHER THROUGH THE USE OF LEASHES OR PRIVATE FENCED AREAS. NO ANIMALS SHALL BE ALLOWED TO BE FREE ROAMING. HORSES AND OTHER GRAZING ANIMALS SHALL BE PENNED OR TETHERED.
19. DURING CONSTRUCTION, PROJECT BOUNDARIES SHALL BE CLEARLY DELINEATED IN ORDER TO AVOID DISTURBANCES TO SURROUNDING OFF-SITE VEGETATION AND SOILS.

FINAL TRACT MAP NO. 37-46  
WHITE MOUNTAIN ESTATES PHASE 1 & 2

A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE  
SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 33 EAST,  
MOUNT DIABLO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF MONO,  
STATE OF CALIFORNIA.

SUPPLEMENTAL SHEET  
ADDITIONAL GEOLOGIC INFORMATION EARTHQUAKE FAULT ZONE HAZARD EVALUATION AND DETERMINATION OF  
BUILDING SETBACKS for TENTATIVE TRACT MAP NO. 37-46 WHITE MOUNTAIN ESTATES PHASE I & II  
CHALFANT VALLEY, MONO COUNTY, CALIFORNIA

Dated: August 24, 2006  
Revised October, 2006  
Revised March 22, 2007  
Prepared By: H. Dean Dougherty, III  
Professional Geologist No. 6497  
Sierra Geotechnical Services, Inc.  
873 North Main Street, Suite 150  
Bishop, CA 93514



**EXPLANATION**

- RECOMMENDED HABITABLE ZONE BOUND BY BUILDING SETBACK LINE FOR PHASE 2
- APPROXIMATE LOCATION OF DEEPENED EXPLORATORY FAULT TRENCH
- APPROXIMATE LOCATION OF EXPLORATORY FAULT TRENCH
- APPROXIMATE LOCATION OF SIGNIFICANT FAULT
- APPROXIMATE LOCATION OF FAULT
- APPROXIMATE LOCATION OF CANCELLED FAULT
- APPROXIMATE LOCATION OF NATURAL SPRING
- PALEOCENE-AE FAN CHANNEL AND ALLUVIAL APRON PER SCHELL (2000)
- LATE PLEISTOCENE AE FAN PER SCHELL (2001)
- EARLY PLEISTOCENE-AE FAN SURFACE PER SCHELL (2002)
- NOTE: PARANETICAL NUMBERS 1 THRU 2 INDICATE RELATIVE AGE FROM YOUNGEST TO OLDEST, RESPECTIVELY
- APPROXIMATE LOCATION OF LANDSLIDE
- POSSIBLE LOCATION FOR MINIMUM BUILDING AREA (MBA)

**GRAPHIC SCALE**  
(IN FEET)  
1 INCH = 40 FT.

**TOPOGRAPHIC DATA**  
CONTOUR INTERVAL = 5'  
MOUNT CONTROL = 1'

REVISED 3/14/2007 - 40' SETBACK ON LOTS 40 & 42; OMIT HABITABLE ZONE ON COMMON LOT 8 PER AGE

FINAL TRACT MAP NO. 37-46  
WHITE MOUNTAIN ESTATES PHASE 1 & 2

A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE  
SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 33 EAST,  
MOUNT DIABLO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF MONO,  
STATE OF CALIFORNIA.

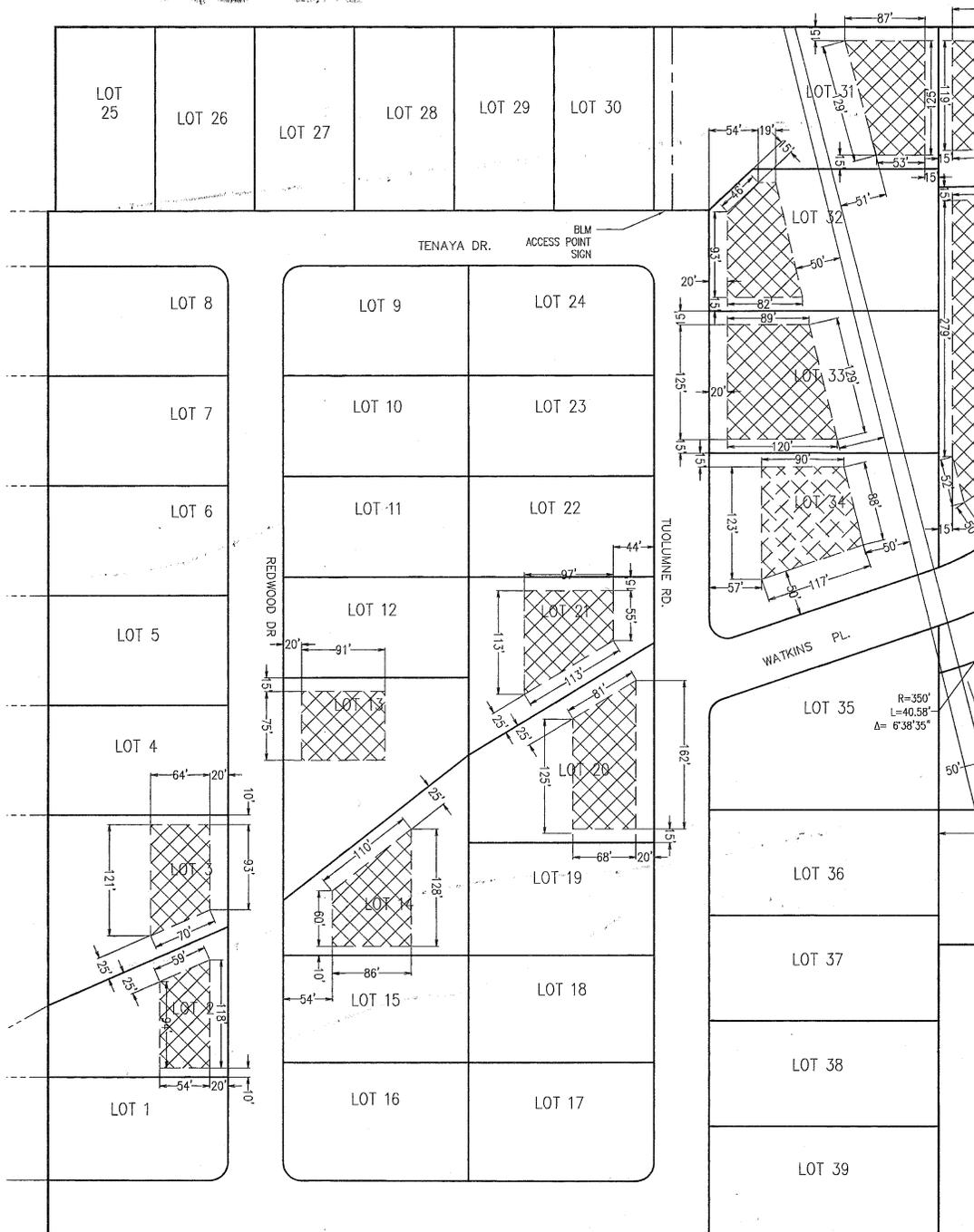
SUPPLEMENTAL SHEET  
PHASE I  
BUILDING ENVELOPES  
LADWP & BLM SIGN  
ACCESS LOCATIONS



GRAPHIC SCALE



( IN FEET )  
1 inch = 80 ft.



FINAL TRACT MAP NO. 37-46  
WHITE MOUNTAIN ESTATES PHASE 1 & 2

A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE  
SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 33 EAST,  
MOUNT DIABLO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF MONO,  
STATE OF CALIFORNIA.

SUPPLEMENTAL SHEET  
PHASE II  
BUILDING ENVELOPES



**STATUS OF CONDITIONS OF APPROVAL  
& MITIGATION MONITORING PROGRAM  
TRACT MAP 37-46 / WHITE MOUNTAIN ESTATES**

<b>Condition</b>	<b>Status</b>
<b>DEVELOPMENT STANDARDS AND POLICIES</b>	
<p>1. Future residential development shall meet the requirements of the Mono County General Plan and the White Mountain Estates Specific Plan.</p>	<p><b>Associated with future development; not required prior to final map approval.</b></p>
<p>2. The developer shall inform future owners and developers of project mitigation measures as a means of reducing or eliminating development impacts to less-than-significant levels. These minimum development standards shall be cross-referenced to map conditions recorded by the County by notation on a supplemental sheet of the tract map, and shall also be included in project CC&amp;Rs.</p> <p>A. Construction activities shall take place only during daylight hours or per Mono County Code 13.08.290, whichever is more restrictive.</p> <p>B. Noise levels shall be in conformity with Mono County Noise Standards. Construction equipment shall be adequately muffled.</p> <p>C. Homeowners’ dogs shall be restrained by leashes or contained within fenced areas or yards.</p> <p>D. Dogs belonging to construction workers shall be prohibited in the project area during construction or be under the owner’s complete control at all times.</p> <p>E. Vegetation removal should be limited to disturbance necessary for construction of residences, accessory buildings, driveways, walkways, corrals, and landscaping.</p> <p>F. Homeowners shall provide erosion control measures for disturbed areas during and following construction. Topsoil shall be stockpiled at the construction site and redistributed over disturbed areas as soon as practical following completion of construction.</p> <p>G. Control of dust during any construction and/or land-clearing activities shall be required using watering, mulching, or other erosion-control methods as necessary.</p> <p>H. Homeowners shall aim, shield and direct exterior lighting downward to reduce glare.</p> <p>I. Future development projects shall comply with the Visual Resources requirements of the White Mountain Estates Specific Plan.</p>	<p><b>Condition is referenced on the Final Map.</b></p> <p><b>Condition Met in CC&amp;R’s and will be met prior to individual Certificates of Occupancy.</b></p>
<p>3. Pursuant to section 66424.6(a) of the Subdivision Map Act, when a subdivider divides only a portion of a parcel of land, the undivided portion may be designated as a “remainder” parcel so long as that portion is not divided for the purpose of sale, lease, or financing immediately or in the future. The designated remainder may be subsequently sold at a later date, but the owner must file a request for certificate of compliance or conditional certificate of compliance with the Mono County Department of Public Works prior to the sale (section 66424.6(d)). This requirement shall be noted on the final map follow.</p>	<p><b>Same as status for Condition #1, above.</b></p>
<p>4. Lot numbering on the final tract map shall be presented in a continuous, sequential order to correct the lot numbering shown on the tentative tract map.</p>	<p><b>Condition satisfied by lot numbering shown on final map.</b></p>

<p>5. The developer shall make offers of dedication for 60-foot-wide rights-of-way for street, drainage, and utility purposes for subdivision roads shown on the Tentative Parcel Map. Offers of dedication shall also be made for slope maintenance easements as necessary for any slope area that extends outside street rights-of-way. Offers of dedication or easements to the benefit of a homeowner’s association shall also be made for any area necessary for bus stop or mailbox cluster purposes and/or for drainage facilities constructed outside street rights-of-way.</p>	<p><b>Condition satisfied by notations and easements shown on the Final Map.</b></p>
<p>6. The developer shall provide necessary easements for existing and proposed utility service within the subdivision. All existing and proposed easements shall be shown on the tract map.</p>	<p><b>Same as status for Condition #5, above.</b></p>
<p>7. The subdivider shall convey an easement or license to the county, approved as to form by the county counsel, for access to the on-site well for ground water monitoring purposes. All proposed easements shall be shown on the tract map.</p>	<p><b>Same as status for Condition #5, above.</b></p>
<p>8. Liquefied Petroleum Gas (LPG) shall be installed according to all applicable codes and Mono County Code 15.04.056.</p>	<p><b>Same as status for Condition #1, above.</b></p>
<p>9. All new residential construction shall conform to the requirements of Chapter 21, “Flood Plain Regulations,” of the Land Use Element of the Mono County General Plan.</p>	<p><b>This condition will be met during the building permit phase</b></p>
<p>10. A field investigation has identified seismic faulting on the property. The tract map shall include a note stating that a fault investigation report has been prepared and is available from the County. A supplemental sheet to the tract map shall delineate the boundaries of the Alquist-Priolo Earthquake Fault Zone and note that residential development is not permitted within 50 feet of the fault trace. In lots affected by the fault zone, a building envelope shall be shown and dimensioned to indicate limits of residential development. However, unoccupied structures such as barns, sheds, and detached garages may be constructed within this area.</p>	<p><b>Condition satisfied by Supplemental Sheet (#10) on Final Map.</b></p> <p><b>The note on residential development near fault traces appears on Supplemental Sheet (#9) under condition #10.</b></p>
<p>11. The developer shall inform future owners of development standards and mitigation measures as a means of reducing or eliminating impacts to less-than-significant levels. At a minimum, Conditions of Approval 1–20, or as otherwise required by the County, shall be cross-referenced to map conditions recorded by the County by notation on a supplemental sheet of the tract map. Conditions of Approval 1–20 shall also be reiterated in project CC&amp;Rs.</p>	<p><b>Condition satisfied by supplemental sheet (#9) on Final Map.</b></p>

<b>Public Services</b>	<b>Status</b>
<p>1. The developer shall provide the Department of Public Works with a “will serve” letter from the Chalfant Valley Fire Protection Department indicating approval of fire protection and suppression components of the proposed project design and that the department will provide service to the proposed parcels. The project shall comply with the following minimum requirements in order to increase fire safety:</p> <ul style="list-style-type: none"> <li>• All buildings on adjoining lots shall be a minimum of 30 feet apart. For lots 1-8, the rear yard setback shall be 30’. For lot 25, the western side yard setback shall be 30’. For all other lots less than one acre in size the side and rear yard setbacks shall be 15’.</li> </ul> <p>Note: The rear yard setbacks may be reduced for lots 1-8 and the western side yard setback may be reduced for lot 25, if existing buildings on the adjoining lots within the existing subdivision have at least a 15’ setback from the applicable rear or side property lines. If a property within the existing subdivision that adjoins lots 1-8 or 25 is vacant, the applicable rear or side yard setback shall be 30.</p> <ul style="list-style-type: none"> <li>• Each house/parcel shall have a standardized propane shutoff box.</li> <li>• The propane tanks for the project shall be located on the lot designated for utility uses.</li> <li>• The facilities for the propane tanks shall include a containment facility and automatic shutoff valves.</li> <li>• The project shall have illuminated house numbers on each residence.</li> <li>• The Fire District shall review the hydrant plan prior to approval of the Final Tract Map.</li> <li>• A hydrant shall be installed by the water tanks.</li> </ul> <p>Fire mitigation fees shall be collected as part of the building permit application process. Prior to acceptance of subdivision improvements by the Department of Public Works, the developer shall furnish documentation from the district indicating that improvements satisfactorily meet district requirements.</p> <p>(EIR Mitigation Measure PS-2, H-2 and Specific Plan Program 13-B).</p>	<p><b>CVFPD Will-Serve Letter is on file with Public Works.</b></p> <p><b>Condition satisfied by notations and building envelopes shown on the Final Map.</b></p>
<p>2. Consistent with recreation objectives identified for the Tri-Valley area in the Land Use Element, the developer shall contribute improvements and/or in-lieu fees for the Chalfant community park or an alternate location agreed upon by the developer and Department of Public Works. The cost for recreation improvements and/or in-lieu fees shall not be less than \$40,000. Any improvements to the Chalfant community park shall be approved by the Department of Public Works and shall be completed concurrent with subdivision improvements.</p> <p>(EIR Mitigation Measure PS5 and Specific Plan Program 17-A)</p>	<p><b>Condition amended by Board action, Resolution R12-85 repealing impact fees for TM37-46.</b></p>
<p>3. The developer shall contribute mitigation fees to the County for project impacts to emergency medical facilities, school facilities, and law enforcement services in Chalfant.</p> <p>(EIR Mitigation Measures PS-3 and PS-4 and Specific Programs 14-A, 15-A, and 16-A)</p>	<p><b>Same as status for Condition #2, above.</b></p>

<p>4. Grading permits shall be required as specified in Mono County Code Section 13.08.030, et seq. Activities requiring a grading permit include, but are not limited to, land clearing and grading activities that clear more than 10,000 square feet, result in cuts greater than 4 feet or fill greater than 3 feet, or involve more than 200 cubic yards of cut or fill. Construction resulting in the alteration of a drainage course also requires a grading permit. (EIR Mitigation Measures GS-1, AQ-4 and Specific Plan Conservation Standard CS-8)</p>	<p><b>Subdivision Improvements covered under Grading Permit IP37-46 issued on 05/20/09 on file with Public Works.</b></p> <p><b>Also associated with future development and will be addressed with future Grading Permits.</b></p>
<p>5. Drainage and erosion-control plans shall be required of residential construction involving more than 5,000 square feet of pad area disturbed, including secondary or accessory structures on any one parcel, at any one time. Drainage and erosion control plans shall also be required for construction on any one parcel that cumulatively exceeds 10,000 square feet. If plans are required, plans will be developed by the individual project applicant with review and concurrence by the Mono County Department of Public Works, Community Development Department / Building Division, and applicable federal and/or state agencies. (EIR Mitigation Measure GS-1, AQ-4 and Specific Plan Conservation Standard CS-8)</p>	<p><b>Associated with future development and will be addressed with future Grading Permits.</b></p>
<p>6. Building envelopes and driveways shall be established on the Final Phased Tract Maps for all lots adjacent to drainage channels, all lots affected by Alquist Priolo fault hazards, and lots on which Secondary Units may be allowed (for each particular phase). The land use plan shall also indicate lots where Secondary Units may be allowed. On lots larger than one acre in size, where large animals such as horses are allowed, animal confinement areas shall also be established on the Final Tract Map in order to reduce site disturbance, protect vegetation, and to ensure that there is sufficient area for the leach field, replacement field, and animal areas. Building envelopes for each residential parcel shall be located to avoid development on ridgelines or ridgetops, when feasible, and to minimize cut and fill. (EIR Mitigation Measures GS-2, GS-3, AQ-5, AQ-6, VW-4, VR-10 and Specific Plan Conservation Standards CS-9 and CS-10).</p>	<p><b>Condition satisfied by Final Map Supplemental Sheets indicating building envelopes.</b></p>

Condition	Status
<p>7. During all phases of construction, erosion-control measures shall be applied to disturbed areas and shall include the use of Best Management Practices such as placement of fiber blankets, fiber rolls, filter fencing, or similar materials. Removed topsoil shall be stockpiled and replaced over disturbed areas at, or prior to, the completion of construction. Redistribution of topsoil and revegetation of disturbed areas shall occur as soon as practical following construction and the use of stabilization material or landscaping shall be required to reduce impacts related to erosion. Use of native seed and/or native plants grown from seeds or seedlings obtained from local native stock is encouraged. Revegetated areas shall be irrigated as necessary to establish the plants. (EIR Mitigation Measures VW-9, VW-10 and Specific Plan Conservation Standards CS-27, CS-28)</p>	<p><b>Same status as Public Services Condition #4 above.</b></p>
<p>8. To prevent wind erosion and public nuisance created by dust, property owners shall refrain from clearing native vegetation except as necessary for impending or same-year construction. In addition, land disturbance (grading, cut and fill) for road construction, infrastructure installation, and building construction shall be limited to the areas identified on the final tract map for roads, utilities, building envelopes, and driveways. (EIR Mitigation Measure GS-4, AQ-7, VR-11 and Specific Plan Conservation Standard CS-11)</p>	<p><b>Same status as Public Services Condition #4 above.</b></p>
<p>9. All disturbed soil surfaces resulting from construction of improvements shall be stabilized within one year of completion of subdivision improvements. All exposed surfaces shall be stabilized prior to the onset of winter weather if such work is to be completed the following year.</p>	<p><b>Same status as Public Services Condition #4 above.</b></p>
<p>10. For all phases of subdivision and parcel development, controls shall be instituted to reduce the impact of dust. Such controls are to include watering and mulching of disturbed areas or by other approved methods, e.g.:</p> <ul style="list-style-type: none"> <li>• All material excavated or graded shall be sufficiently watered to prevent excessive amounts of dust. Watering shall occur at least twice daily with complete coverage</li> <li>• Speed limits on the construction site shall be reduced to minimize dust and windborne erosion.</li> <li>• Initiation of revegetation efforts should commence as soon as practical after construction.</li> <li>• All clearing, grading, earth moving, or excavation activities shall cease during periods of high winds (i.e. greater than 25 miles per hour averaged over one hour).</li> <li>• Adjoining streets shall be washed or swept clean of tracked-out vehicle.</li> <li>• All material transported on-site or off-site shall be sufficiently watered or securely covered to prevent excessive amounts of dust.</li> <li>• All trucks hauling excavated or graded material off-site shall comply with State Vehicle Code Section 23114, which contains requirements for covering loads so materials do not blow or fall from a truck.</li> </ul> <p>(EIR Mitigation Measures GS-5, GS-6, GS9-12, AQ8-9, AQ 12-15 and Specific Plan Conservation Standard CS-12, CS-13, CS16-19)</p>	<p><b>Same status as Public Services Condition #4 above.</b></p>

<p>11. Construction material (rock, debris, etc.) that is not utilized as fill material in the construction of improvements shall be removed to a permitted disposal site or other site approved by the Department of Public Works. All material proposed for fill shall be approved by a geotechnical engineer prior to placement in the project. (EIR Mitigation Measure GS-7, AQ-10 and Specific Plan Conservation Standard CS-14)</p>	<p><b>Same status as Public Services Condition #4 above.</b></p>
<p>12. The applicant shall prepare a Storm Water Pollution Prevention Plan (SWPPP) and submit a Notice of Intent (NOI) to the Lahontan Regional Water Quality Control Board in compliance with provisions of the State Water Resources Control Board’s Storm Water NPDES Permit for Construction Activities. The project shall comply with the Lahontan Basin Project Guidelines for Erosion Control. The developer shall furnish approved copies of the SWPPP and NOI to the Department of Public Works prior to its issuance of a grading permit for construction of subdivision improvements. (EIR Mitigation Measure GS-8, AQ-11 and Specific Plan Conservation Standard CS-15)</p>	<p><b>Plan #WDID 6B26C351302 Received prior to issuance of Grading Permit.</b></p>
<p>13. The developer shall provide a soils report to, or request a soils report waiver from, the Department of Public Works. Any such report or request for waiver, acceptable to the Director of Public Works, shall comply with the provisions of Mono County Code Section 17.36.090. (EIR Mitigation Measure GS-13 and Specific Plan Conservation Standard CS-33.)</p>	<p><b>Condition satisfied by Soils Report, dated December 13, 2006, prepared by Bear Engineering, on file with Public Works.</b></p>
<p>14. Land uses on Lot D shall be limited to non-motorized passive recreational activities (e.g. hiking, birdwatching, wildlife viewing, horseback riding) and signs shall be posted at the entrances to the parcel reiterating the prohibition on motorized vehicles. (EIR Mitigation Measure VW-1 and Specific Plan Conservation Standard CS-23)</p>	<p><b>Signs have been installed by developer.</b></p>
<p>15. Any additional density on the remainder parcel beyond one single-family residential unit with one connection to the community water supply system shall require regulatory approval through the Specific Plan process with associated CEQA documents. Any potential impacts to the spring or surrounding riparian habitat areas identified in the CEQA documents shall be avoided or fully mitigated. (EIR Mitigation Measure VW-2 and Specific Plan Conservation Standard CS-24)</p>	<p><b>Condition addressed in CC&amp;Rs.</b></p>
<p>16. If vegetation clearing is required during the avian breeding season, a qualified biologist, paid for by the developer, shall survey the area affected and if active nests are located, a protective buffer of 100 feet shall be established around the nests to be avoided until the young have fledged. (EIR Mitigation Measure VW-3 and Specific Plan Conservation Standard CS-25)</p>	<p><b>Condition satisfied by notations on Improvement Plans and building envelopes shown on the Final Map.</b></p>

<b>Condition</b>	<b>Status</b>
<p>17. Dogs belonging to individuals involved in construction activities shall be prohibited in the project area during construction phases or under the owner's complete control at all times. (EIR Mitigation Measure VW-6 and Conservation Standard CS-21)</p>	<p><b>Condition satisfied by notation on Improvement Plans.</b></p>
<p>18. Domestic animals shall be restrained at all times, either through the use of leashes or private fenced areas. No animals shall be allowed to be free roaming. Horses and other grazing animals shall be penned or tethered. This requirement shall be reiterated in the project CC &amp; Rs. (EIR Mitigation Measure VW-5 and Specific Plan Conservation Standard CS-20)</p>	<p><b>Reiterated in submitted CC&amp;Rs to be recorded concurrently with Final Map.</b></p>
<p>19. During construction, project boundaries shall be clearly delineated in order to avoid disturbances to surrounding off-site vegetation and soils (EIR Mitigation Measure VW-8 and Specific Plan Conservation Standard CS-26)</p>	<p><b>Condition satisfied by notation on Improvement Plans.</b></p>
<p>20. The project proponent shall work with LADWP and BLM to identify authorized trail/route access from the community across adjacent LADWP and BLM lands. Where feasible, existing roads/trails shall be used. The route(s) shall be identified prior to approval of the final tract map and shall be marked with signs at the property boundary. The signs shall be installed prior to the development of any housing and shall inform recreational users of LADWP and BLM lands of prohibited uses on those lands. The Homeowner's Association shall be responsible for maintaining the signs. The CC &amp; Rs for the project shall inform all residents of BLM policies that prohibit cross-country vehicle use on adjacent public lands and limit that vehicle use to designated roads and trails. The project proponent shall also work with LADWP and BLM to place signs along the public land/private subdivision boundary along the north and south sides of the project site in order to reduce trespass on public lands. The Homeowner's Association shall be responsible for maintaining the signs. The signs shall be installed prior to the development of any housing. Access points shall be finalized and shown on the map prior to recording the final tract map. (EIR Mitigation Measure VW-11 and Specific Plan Conservation Standards CS-30, CS-31)</p>	<p><b>Developer has received letters of agreement from both LADWP &amp; BLM. BLM will be installing the signs for their area.</b></p> <p><b>This is reiterated in the CC&amp;Rs.</b></p>
<p>21. The project shall not have streetlights unless required for safety at intersections. Streetlights shall be shielded and directed so that no light emanates beyond the street. Exterior lighting at individual residences shall be limited to that necessary for safety reasons. Exterior lighting shall be concealed, high intensity lighting shall be avoided, and lighting shall be shielded and directed so that it does not emanate beyond the boundaries of each individual lot. This requirement shall be reiterated in the CC &amp; Rs for the project. (EIR Mitigation Measures VR-1, VR-2 and Specific Plan Design Standard DS-7, DS-8)</p>	<p><b>Reiterated in CC&amp;Rs submitted to Public Works.</b></p> <p><b>Associated with future development and will be addressed with future Building Permits.</b></p>

<p>22. The project shall comply with the provisions of the Mono County Sign Ordinance, Chapter 7 of the Land Development Regulations, specifically with Section 07.020 (D), Real Estate Signs. (EIR Mitigation Measures VR-6 and Specific Plan Design Standard DS-14)</p>	<p><b>Associated with future development; not required prior to final map approval.</b></p>
<p>23. The developer shall extend all applicable utilities (electricity, telephone, propane, cable TV, etc.) to the property line of each parcel. The location and design of utilities shall be included on improvement plans submitted to the Department of Public Works for review and approval. All new on-site utility extensions shall be installed underground. (EIR Mitigation Measures VR-7 and Specific Plan Design Standard DS-16)</p>	<p><b>Improvement Plans on file with Public Works, with installation verified by Public Works Staff.</b></p>
<p>24. The developer shall provide a “will serve” letter from the local postal authority indicating its intent to serve the subdivision and stating its approval of subdivision street names and the location and design of cluster mailboxes for the development. The location and design of cluster mailboxes shall be included on improvement plans submitted to the Department of Public Works for review and approval. The mailboxes shall be painted a muted dark earth tone (i.e. tan, green, brown, gray) that blends in with the surrounding environment and is non-reflective (EIR Mitigation Measures VR-8 and Specific Plan Design Standard DS-18)</p>	<p><b>Mail Box clusters installed by developer and verified by Public Works.</b></p>
<p>25. Future residential development should not dominate the natural environment and should complement existing rural character. The siting of a project and the scale, design, color and building materials for structures and fences shall harmonize with existing development in the area, the surrounding natural environment, and on-site topography. The following design guidelines are encouraged for all development:</p> <ul style="list-style-type: none"> <li>A. Building areas for each lot shall be selected to reflect sensitivity to on-site topography and potential visual obstructions.</li> <li>B. Roofing materials shall be non-reflective and shall be in a natural dark earth tones (i.e., brown, dark green, or similar colors).</li> <li>C. Bright colors or reflective materials shall not be used for any component of any structure.</li> <li>D. Siding materials shall have a natural appearance compatible with the surrounding environment. The use of indigenous rock shall be encouraged.</li> <li>E. Siding materials shall be stained, painted or otherwise finished in muted earth tones (i.e. dark tans, browns, grays, or green)s in order to blend into the surrounding environment.</li> <li>F. Colors and materials for fences shall be muted and shall blend with the surrounding natural environment.</li> <li>G. Building heights for residential development shall be limited to a maximum of 35 feet from any given point above grade. All heights shall be calculated from the natural grade or finished grade, whichever is more restrictive.</li> </ul> <p>(EIR Mitigation Measures VR-3-5 and Specific Plan Design Standards DS-11-13)</p>	<p><b>Associated with future development; not required prior to final map approval.</b></p>

Condition	Status
<p>26. Visually offensive land uses such as well and water storage facilities, trash receptacles, propane tanks, and out-building structures shall be adequately screened through the use of landscaping, fencing, contour grading, or other appropriate measures, including the use of an appropriate paint color and finish that blends into the surrounding visual environment. Paint color and finish shall be approved by the Planning Director. Landscaping shall occur as shown on the Master Landscape Plan in the White Mountain Estates Specific Plan. The use of larger planting stock is encouraged to accelerate the process of visual screening. Young plants shall be protected from deer and rodents until they are established (e.g., a 5-foot wire fence or vexar tubing has been found to work well to protect seedlings from deer). (EIR Mitigation Measures VR-9 and Specific Plan Design Standards DS-19)</p>	<p><b>Condition satisfied by constructed improvements that were field verified by Public Works' Staff.</b></p>
<p>27. Landscaping on individual residential lots shall be predominantly xeriscape (i.e. 65 percent of landscaping on an individual lot shall be xeriscape) and fire safe. The requirement for xeriscapic and fire safe landscaping shall be reiterated in the CC &amp; Rs for the project. See Design Standard DS-21 in the White Mountain Estates Specific Plan for specific provisions regarding xeriscape and fire safe landscaping. (EIR Mitigation Measures VR-9, WR-1, H-3 and Specific Plan Design Standards DS-19, DS-21)</p>	<p><b>Associated with future development; not required prior to final map approval.</b></p>
<p>28. The project proponent shall stop work and notify the County and local Native American tribal contacts if archaeological evidence and/or human remains or unmarked cemeteries <del>is</del> are encountered during ground-disturbing activities. No disturbance of such a site shall be permitted until such time as the applicant hires a certified archaeologist and an archaeological survey that identifies acceptable site mitigation measures is filed with the County Planning Department.</p> <p>Native American monitors shall be onsite during the archaeological survey to ensure the proper identification and care of cultural resources. The disposition of any recovered artifacts shall be made in consultation with local tribal contacts. In the event of the accidental discovery of human remains, Health and Safety Code §7050.5, Public Resources Code §5097.98, and CEQA Guidelines §15064.5 (d) shall be consulted for the proper procedure to follow. Road construction/grading plans shall include a copy of this mitigation measure. (EIR Mitigation Measure CR-1, Specific Plan Conservation Standard CS-32)</p>	<p><b>Condition satisfied by notation on approved improvement plans.</b></p>

Condition	Status
<p>29. The developer shall install an enclosed, shaded bus stop to serve the subdivision. The design shall be equivalent to existing covered bus stops in the county (e.g., YARTS) and its location shall be agreed upon by the Mono County Department of Public Works, the developer, the Eastern Sierra Unified School District, and Inyo-Mono Transit. The location and design of the shelter shall be included on improvement plans submitted to the Department of Public Works for review and approval. (EIR Mitigation Measure C-6 and Specific Plan Circulation Program 7-A)</p>	<p><b>Bus Stop shelter has been acquired by the developer from ESUSD. The installation was inspected by Public Works Staff.</b></p>
<p>30. The developer shall construct improvements to the intersection of U.S. Highway 6 and White Mountain Estates Road pursuant to requirements specified by Caltrans and the County. A copy of the encroachment permit issued by Caltrans shall be furnished by the developer to the Department of Public Works. (EIR Mitigation Measure C-3 and Specific Plan Policy 5-B and Program 5-B)</p>	<p><b>Developer worked with Caltrans to complete turn-out.</b></p>
<p>31. The developer shall make improvements to White Mountain Estates Road, including relocation of the existing cattleguard to a straight section of road, installation of traffic-calming measures, and completion of a grind-and-overlay project. Traffic calming shall consist of a median “island” with lane narrowing and road realignment around the island. This measure shall be installed between 0.1 to 0.2 miles west of the existing subdivision. In addition, the developer shall improve the easterly 900-foot portion of the road by grinding and recompacting existing pavement followed by a 0.25-foot overlay with PG64-28 PM hot mix asphalt. Location and design of the improvements shall be included on improvement plans submitted to the Department of Public Works for review and approval.. (Specific Plan Policy 5-D and Program 5-D)</p>	<p><b>Condition language modified per BOS Res 10-77. Developer paid agreed upon road costs – payment of invoice on file.</b></p> <p><b>Cattle Guard improvement complete.</b></p> <p><b>Traffic Calming Condition removed per BOS Resolution 12-85.</b></p>
<p>32. The developer shall construct paved subdivision streets in accordance with County Road Improvement Standards for County-maintained residential streets (ref. plate 8 or 9). An alternate street design consisting of narrower travel lanes in exchange for expanded bike and pedestrian access improvements will be considered by the Department of Public Works. Earthwork activities and construction of all subdivision improvements, including, but not limited to, streets, upgrades to White Mountain Estates Road and U.S. Highway 6, drainage facilities, utilities, bike and pedestrian improvements (if any), mailbox cluster(s), and a bus stop, shall be conducted in accordance with improvement plans prepared by a civil engineer licensed in the State of California and approved by the Department of Public Works. An estimate of construction costs for subdivision improvements shall be prepared by a licensed civil engineer for review and approval by the Department of Public Works. Construction of subdivision improvements shall be conducted under authority of a grading permit issued by the Department of Public Works and encroachment permits issued by the Department of Public Works and Caltrans. All costs for improvement installation, testing, inspections, and any related reports, plans and specifications shall be the responsibility of the developer. (EIR Mitigation Measure C-1, C-2, and C-5 and Specific Plan Policy 5-A, Program 5-A, and Program 6-A)</p>	<p><b>Public Works’ Staff has verified and documented the completion of subdivision roads and associated improvements.</b></p>

<p>33. The developer shall establish a zone of benefit within the Countywide County Service Area for the extension of County services to the subdivision, including snow removal and the ongoing maintenance, repair, and ultimate replacement of subdivision streets, drainage facilities, and other improvements to be accepted by the County. The annual costs shall be extended to all lots within the subdivision and shall be adjusted annually for inflation. The initial annual costs shall be determined by an engineer's report prepared by a civil engineer licensed in the state of California, which shall be submitted for review and approval by the Department of Public Works. (EIR Mitigation Measures C-4, H-6 and Specific Plan Program 5-C)</p>	<p><b>The Engineer's Report prepared by Bear Engineering has been reviewed and approved by Public Works staff.</b></p> <p><b>Condition to be satisfied by annexation documents prepared by Public Works and to be approved by Board of Supervisors.</b></p>
<p>34. Construction shall be limited to daylight hours (or per Mono County Code 13.08.290, whichever is more restrictive) in accordance with Mono County Code Chapter 10.16 (Noise Regulation) in order to minimize impacts to nocturnal resident wildlife species and adjacent sensitive noise receptors. (EIR Mitigation Measures VW-7 and N-1, Specific Plan Conservation Standards CS-1 and CS-22)</p>	<p><b>Condition satisfied by notation on approved improvement plans.</b></p>
<p>35. Noise levels during construction shall be kept to a minimum by equipping all on-site equipment with noise-attenuation devices and by compliance with all requirements of Mono County Code Chapter 10.16 (Noise Regulation). (EIR Mitigation Measure N-2, Specific Plan Conservation Standard CS-2)</p>	<p><b>Same status as condition #34 above.</b></p>
<p>36. During all construction activities, all stationary construction equipment shall be placed so that emitted noise is directed away from sensitive receptors nearest the project site, i.e. existing residential development at White Mountain Estates subdivision. (EIR Mitigation Measure N-3, Specific Plan Conservation Standard CS-3)</p>	<p><b>Same status as condition #34 above.</b></p>
<p>37. During all construction activities, equipment staging areas shall be located the greatest distance possible from the nearest sensitive noise receptors, i.e. residential uses in the existing White Mountain Estates subdivision. (EIR Mitigation Measure N-4, Specific Plan Conservation Standard CS-4)</p>	<p><b>Same status as condition #34 above.</b></p>
<p>38. Only energy star rated heating systems and appliances shall be installed in the residences. No units shall have wood-burning appliances as the primary heating source. (EIR Mitigation Measure AQ-1 ,Specific Plan Conservation Standard CS-5)</p>	<p><b>Associated with future development; not required prior to final map approval.</b></p>
<p>39. All wood-burning devices installed in the project shall be Phase II EPA certified, in conformance with the Mono County General Plan (Conservation / Open Space Element, Public Health and Safety Policies, Objective A, Action 6.1). This requirement shall be reiterated in the (EIR Mitigation Measure AQ-2, Specific Plan Conservation Standard CS-6)</p>	<p><b>Associated with future development; not required prior to final map approval.</b></p>
<p>40. An air quality permit shall be obtained from the Great Basin Unified Air Pollution Control District for subdivision improvements. The developer shall provide a copy of the permit to the Department of Public Works prior to its issuance of a grading permit for construction of subdivision improvements. (EIR Mitigation Measure AQ-3, Specific Plan Conservation Standard CS-7)</p>	<p><b>Received prior to issuance of Grading Permit</b></p> <p><b>GBUAPCD Authority to Construct 1455-00-08</b></p>

<p>41. Water conserving fixtures shall be installed in all development on-site, including all residential structures and irrigation systems. This requirement shall be reiterated in the CC &amp; Rs for the project. (EIR Mitigation Measure WR-2, Specific Plan Conservation Standard CS-40)</p>	<p><b>Associated with future development; not required prior to final map approval.</b></p>
<p>42. Prior to approval of the Final Tract Map, the White Mountain Mutual Water Company, or the CSA, shall submit a complete permit application for an expanded integrated water system to serve the existing and proposed development and shall receive a domestic water permit for such a system from the Mono County Department of Environmental Health. The expanded water system may be developed in phases as outlined in Land Use Program 1-D. In any case, the components of the expanded water system necessary to serve Phase I of the development shall be installed, passed final inspection, and fully operational prior to recording the Final Tract Map.</p> <p>If the Board of Supervisors establishes a service entity other than the White Mountain Mutual Water Company or the CSA, the project applicant, along with that provider shall submit complete permit application for an expanded integrated water system to serve the existing and proposed development and shall receive a domestic water permit for such a system from the Mono County Department of Environmental Health. The water system may be developed in phases as outlined in Land Use Program 1-D. In any case, the components of the expanded water system necessary to serve Phase I of the development shall be installed, passed final inspection, and fully operational prior to recording the Final Tract Map. (EIR Mitigation Measure WR-3, Specific Plan Conservation Standard CS-41)</p>	<p><b>Board of Supervisor’s Minute Order M09-21 determined that integration with WMMWC existing system was not feasible.</b></p> <p><b>Environmental Health Dept. has inspected the system which meets current AWWA Standards and the State of California Title 22 regulatory requirements.</b></p> <p><b>A permit will be issued by the Environmental Health Department when the Cold Water Canyon MWC meets the State of California’s definition of a small public water system.</b></p>
<p>43. The Technical, Managerial and Financial Capacity report required with the permit application for an expanded water system shall determine the source capacity of the two wells for the proposed project, or the developer’s qualified hydrologist may propose an alternative measure for determining the apparent long term yield for review by the Environmental Health Department. The Technical Report must take into consideration the water demand attributable to secondary residences that may be constructed on the proposed project and on the existing White Mountain Estates subdivision. If the data and conclusions in the report do not meet regulatory requirements, the Mono County Environmental Health cannot issue a permit for an expanded water system. In that case, the applicant may choose to redesign the project and complete additional CEQA analysis on the redesigned project. (EIR Mitigation Measure WR-4, Specific Plan Conservation Standard CS-42)</p>	<p><b>Same status as Condition #42 above.</b></p>

<p>44. If the water system is not the White Mountain Mutual Water Company or a CSA serving the existing and proposed development, the water system operator shall ensure that the new wells constructed for the project are not impacting the existing well operated by the White Mountain Estates Mutual Water Company.</p> <p>The well maintenance program for the onsite water system shall include annual monitoring as required by the State. As part of that monitoring process, the level of the water table shall be measured in all of the wells utilized by the system, as well as in the wells owned and operated by the White Mountain Mutual Water Company.</p> <p>If the static water level in any of the wells decreases by 20 feet or more in one year, then landscape watering in the proposed development shall be restricted during the summer months (June 1-September 30).</p> <p>If the static water level rebounds fully by the following annual monitoring, landscape watering shall not be restricted.</p> <p>If the static water level remains at a decreased level for a second year, any second units allowed by the Specific Plan that have not been built at that point in time shall not be allowed until the static water level has rebounded and remained at a higher level for five consecutive years.</p> <p>A water conservation schedule, identifying trigger points in well water levels and corresponding restrictions in landscape watering, shall be developed and approved by the Mono County Department of Environmental Health prior to approval of the Final Tract Map (EIR Mitigation Measure WR-5, Specific Plan Conservation Standard CS-43)</p>	<p><b>Same status as Condition #42 above.</b></p>
<p>45. Installation of individual sewage disposal systems will be required on each parcel at the time of future residential development. Prior to final map approval, however, the developer shall submit a soils suitability report, prepared by a civil engineer licensed in the state of California, supporting the suitability of soils for installation of individual sewage disposal systems. At a minimum, the report shall contain two percolation test results and one soil profile results for each new parcel to be created or alternate testing as approved by Mono County Environmental Health. The report shall document, to the satisfaction of Mono County Environmental Health that the soil structure meets or exceeds applicable state and county standards for siting and installation of individual sewage disposal systems. (EIR Mitigation Measure WR-6, Specific Plan Conservation Standard CS-44)</p>	<p><b>Condition satisfied by Percolation and Soils Report, dated December 13, 2006, on file with Public Works.</b></p>

<p>46. The developer shall submit a plot plan, acceptable to Mono County Environmental Health, identifying designated areas for individual sewage disposal systems on each parcel. The plot plan shall be prepared by a civil engineer licensed in the state of California. The plot plan shall identify both the primary sewage disposal area and an area for future sewage disposal, described as a replacement area, equal to 100% of the primary sewage disposal area, should the primary system fail. The siting of individual sewage disposal systems shall comply with the Lahontan Regional Water Quality Control Board's (RWQCB) criteria contained in the Water Quality Control Plan for the Lahontan region. Leach fields and septic tanks shall be sited a minimum of 100 feet from any domestic well and a minimum of 50 feet from any drainage course. Alternative systems, if proposed, shall be reviewed and approved by Mono County Environmental Health and shall conform to RWQCB requirements.</p>	<p><b>Septic System site plan was submitted as part of Soils Report on file with Public Works.</b></p>
<p>47. A minimum 100-foot horizontal setback shall be provided from any livestock facility (corrals, etc.) and animal or fowl enclosure to any well.</p>	<p><b>Associated with future development; not required prior to final map approval.</b></p>
<p>48. The project, as well as future development, shall comply with California State Fire Codes as well as with the Mono County Fire-Safe Regulations (Mono County General Plan, Land Use Element, Section VI, Land Development Regulations, Chapter 22) pertaining to emergency access, signing and building numbering, emergency water supplies and vegetation modification. (EIR Mitigation Measure H-1, Specific Plan Program 13-A)</p>	<p><b>Associated with future development; not required prior to final map approval.</b></p>
<p>49. The developer shall furnish a drainage report, prepared by a civil engineer licensed in the state of California and approved by the Department of Public Works, addressing the hydrologic analysis and hydraulic design of all drainage facilities to be constructed to route on-site and off-site storm flows through the subdivision. Analysis of any improvements necessary to handle storm flows upstream of and downstream from the subdivision shall be addressed. The developer shall furnish documentation to the Department of Public Works verifying authorization to discharge storm flows downstream of the subdivision and providing access rights to construct off-site improvements, if necessary. (EIR Mitigation Measure H-4, H-5 and Specific Plan Policy 10-A and Program 10-A)</p>	<p><b>Condition satisfied by Drainage Report prepared by Eastern Sierra Engineering (revision date 2007), on file with Public Works.</b></p> <p><b>Correspondence from Eastern Sierra Engineering indicates LADWP approval of drainage design.</b></p>



**RESOLUTION NO. R16-\_\_\_\_**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS**

**ESTABLISHING WITHIN THE COUNTYWIDE COUNTY SERVICE AREA THE WHITE MOUNTAIN ESATES PHASE II, TRACT NO. 37-46, ZONE OF BENEFIT “D” FOR THE PROVISION OF STREET MAINTENANCE AND SNOW REMOVAL, AND ALLOCATING PROGRAM COSTS TO PARCELS #1-45 AND THE REMAINDER PARCEL, AND TO INCORPORATE THOSE LOTS WITHIN TRACT MAP 37-46 INTO SAID ZONE OF BENEFIT,**

**WHEREAS**, the County has in place a Countywide County Service Area, adopted pursuant to Government Code §25210.8 on December 29, 1978, by Resolution No. 78-123, for the purpose of providing extended governmental services within the unincorporated areas of the County; and,

**WHEREAS**, the White Mountain Estates, LLC, is a property owner and developer (hereinafter “Developer”) desirous of developing a tract map and has had approved on November 20, 2007 a tentative map for Tract Map 37-46; and,

**WHEREAS**, one of the conditions required to be satisfied prior to the approval and recordation of Tract Map 37-46 is that the Developer create a Zone of Benefit “D” for those lots created by the tract map in order to pay for the long-term maintenance of the subdivision’s roads and snow removal; and,

**WHEREAS**, the Zone of Benefit will require an assessment of a fee or charge to each of the residential forty-five lots and remainder lot that will comprise Tract Map 37-46 to pay for the extended services, and new assessments levied or charged upon real property require compliance with Article XIII D of the California Constitution and the procedures set forth in Government Code §53750 *et seq.* (the Proposition 218 Omnibus Implementation Act of 1997); and,

1           **WHEREAS**, pursuant to the procedures set forth in Section 4 of Article XIII D of the  
2 California Constitution, the County finds that the assessments for each residential lot, both new and  
3 existing, are supported by the detailed Engineer’s Report attached hereto as Exhibit “A” and  
4 incorporated herein by this reference; and further finds that the identity of the lots that will have a  
5 special benefit conferred upon them are parcels 1 through 45, inclusive, and the Remainder Parcel of  
6 Tract No. 37-46, specifically excluding the open space and lettered utility lots shown; and further  
7 finds that the specific boundaries of the Zone of Benefit are as described on the map attached hereto as  
8 Exhibit “B;” and further finds that the assessments have been imposed on each parcel on a  
9 proportional basis as each parcel will benefit in an equal amount and manner from the extended  
10 services to be provided and that the proposed assessments do not exceed the reasonable cost of the  
11 proportional special benefit conferred on each parcel; and further finds that the amount of the  
12 proposed assessment has been calculated and written notice pursuant to Section 4(c) of Article XIII D  
13 of the Constitution has been provided to the record owner of each parcel of Tract Map 37-46 (a copy  
14 of said notice attached hereto as Exhibit “C”); and,

12           **WHEREAS**, upon approval of Tract Map 37-46, the Developer shall become the record owner  
13 of parcels 1 through 45, inclusive, and Remainder Parcel of Tract Map 37-46, and the Developer has  
14 acknowledged receipt of the above-referenced written notice and has cast a ballot for each parcel  
15 subject to the assessment in support of the proposed assessment; further, the Developer has requested  
16 that notice for the public hearing of the proposed assessment be shortened to less than 45 days after  
17 mailing of the above-referenced notice so that the public hearing may be heard on June 14, 2016; and,

17           **WHEREAS**, the required public hearing upon the proposed assessment has been held on June  
18 14, 2016, and the County has tabulated the ballots for each of the parcels to be assessed and has found  
19 that the ballots in favor of the proposed assessment exceed the ballots in opposition to the proposed  
20 assessment, and that there has been no protest lodged against the proposed assessment.

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**NOW, THEREFORE**, the Mono County Board of Supervisors **RESOLVES** as follows:

1. The Board of Supervisors hereby creates Zone of Benefit “D” within the Countywide County Service Area, which has been established for the purposes of road maintenance and snow removal, to incorporate parcels within Tract Map 37-46, the specific boundaries of which are as described on the map attached hereto as Exhibit “B.”

2. The Board of Supervisors finds that the Engineer’s Report attached hereto as Exhibit “A” has determined that the assessment imposed for each parcel does not exceed the reasonable cost of the proportional special benefit conferred on each parcel and that each parcel has been assessed on a proportional basis.

3. The Board of Supervisors finds that Countywide County Service Area Zone of Benefit “D” has been created in compliance with the procedures required pursuant to Article XIII D of the California Constitution.

4. Accordingly, the Board of Supervisors hereby imposes an annual fee upon each lot within Tract Map 37-46 in the initial amount of \$375.00 per parcel. The fee shall first be collected on or after the date that Tract Map 37-46 is recorded in the office of the County Recorder. The amount of the annual fee imposed within Zone of Benefit “D” shall automatically increase each year according to the rate of inflation, as described more fully in Exhibit “A.”

**APPROVED AND ADOPTED** this 14th day of June, 2016, by the following vote of the Board of Supervisors, County of Mono:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

\_\_\_\_\_  
Fred Stump, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
County Counsel

**WHITE MOUNTAIN ESTATES**  
**TRACT MAP NO. 37-46**  
**ROAD MAINTENANCE**  
**ZONE OF BENEFIT**  
**within the**  
**COUNTYWIDE COUNTY SERVICE AREA**

Date: November 3, 2015

Revised: February 18, 2016



Prepared By:

John Langford

BEAR Engineering, Inc.

Exp Date: 03/31/17

02/19/16

**INTRODUCTION**

This report is prepared as required by Condition 33 of the White Mountain Estates, Tract Map No. 37-46 Conditions of Approval. This report is prepared pursuant to the California Constitution Article 13D, Section 4(b).

This report itemizes the estimated costs for the extension of County Services to the subdivision including the following:

1. Long term asphaltic concrete overlay
2. Long term concrete valley drain replacement
3. Annual equipment maintenance and repair
4. Long term fog seal pavement rejuvenation
5. Annual road maintenance/repair and snow removal

**LOTS TO BE BENEFITED**

Phase I:

Private Ownership: Lots 1 thru 39

Public Ownership: Lot B

New Road Mileage: 0.66 miles

Phase II:

Private Ownership: Lots 40 thru 45, Remainder

Public Ownership: Lots A, C and D, Well No.2 Lot

New Road Mileage: 0.17 miles

Total Lots: 46

**ESTIMATED ANNUAL MAINTENANCE COSTS FOR THE TRACT**

Asphalt Concrete Pavement Grind and Overlay:

Asphaltic Concrete Road Surface Area: 126,200 sq.ft.

Overlay Depth: 0.10'

Asphaltic Concrete Quantity: 950 Tons

Replacement Schedule: Every 25 years

Estimated Labor and Materials Cost per SF: \$2.75

Estimated Annual Cost: \$13,882

Concrete Valley Drains:

Thickness: 0.50'

Concrete Surface Area: 1,800 sq. ft.

Concrete Quantity: 35 Cy.

Replacement Schedule: 20 years

Estimated Labor and Materials Cost per Cy: \$600

Estimated Annual Cost: \$1,050

Equipment:

Fiscal Year 2013 & 2014 average annual County Road maintenance and Project Expenditure costs in Chalfant Valley: \$729/mi.

Estimated Annual Cost: \$605

Roadway Maintenance/ Drainage/ Snow Removal:

Fiscal Year 2013 & 2014 average annual County Road maintenance and Project Expenditure costs in Chalfant Valley: \$1,265/mi.

Estimated Annual Cost: \$1,050

# EXHIBIT A

## Seal Coat:

Estimated Cost: \$0.05/ sq.ft.

Road Surface Area: 128,600 sq.ft.

Frequency: 10 years

Estimated Annual Cost: \$ 650

## **COST PER LOT**

	<u>AC</u>	<u>Concrete V Drain</u>	<u>Road Repair</u>	<u>Equipment</u>	<u>Fog Seal</u>	<u>Total</u>
All Lots	\$13,882	\$1,050	\$1,050	\$605	\$650	\$17,237
Per Lot	\$ 302	\$ 23	\$ 23	\$ 13	\$ 14	\$ 375

## **INFLATION**

The annual fees shall be based upon the annual cost per lot and shall be annually adjusted for inflation based on the percentage change during the preceding year of the Consumer Price Index (C-CPI-U) by the US Department of Labor, Bureau of Labor Statistics, or equivalent as may be substituted by the Department of Labor.

## **ATTACHMENTS**

White Mountain Estates, Final Tract Map No. 37-46 Lots

# FINAL TRACT MAP NO. 37-46 WHITE MOUNTAIN ESTATES PHASE 1

A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE  
SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 33 EAST,  
MOUNT DIABLO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF MONO,  
STATE OF CALIFORNIA.

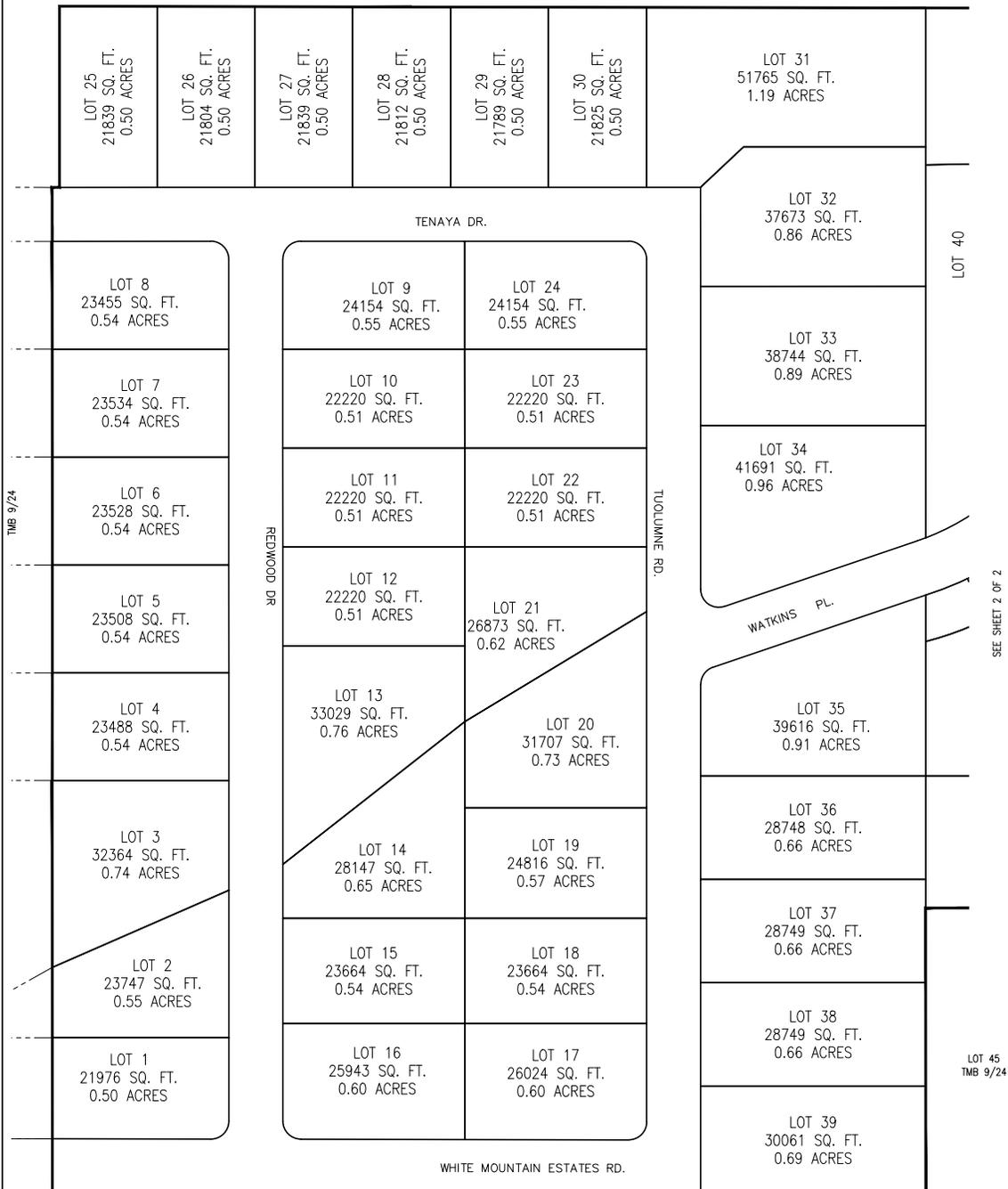


GRAPHIC SCALE



( IN FEET )  
1 inch = 80 ft.

FEDERAL LAND MANAGED BY BLM



LADWP LAND

FEDERAL LAND MANAGED BY BLM

SEE SHEET 2 OF 2

LOT 45  
TMB 9/24

FINAL TRACT MAP NO. 37-46

WHITE MOUNTAIN ESTATES PHASE 2

A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 33 EAST, MOUNT DIABLO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF MONO, STATE OF CALIFORNIA.

FEDERAL LAND MANAGED BY BLM



GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.

LOT 46  
837623 SQ. FT.  
19.23 ACRES

FEDERAL LAND MANAGED BY BLM

LOT 45 TMB 9/24

LOT D  
395367 SQ. FT.  
9.08 ACRES

LOT 45  
208706 SQ. FT.  
4.79 ACRES

LOT 46  
SMB 9/24

LOT C  
165798 SQ. FT.  
3.81 ACRES

LOT A  
63666 SQ. FT.  
1.46 ACRES

WATKINS PL

LOT 43  
45935 SQ. FT.  
1.05 ACRES

LOT 44  
46683 SQ. FT.  
1.07 ACRES

LOT 41  
110885 SQ. FT.  
2.55 ACRES

LOT 42  
49394 SQ. FT.  
1.13 ACRES

LOT B  
34099 SQ. FT.  
0.78 ACRES

LOT 40  
52898 SQ. FT.  
1.21 ACRES

FEDERAL LAND MANAGED BY BLM

See Sheet 1 of 2

WELL #2 LOT  
3,069 SQ. FT.  
0.07 ACRES

## **NOTICE OF PROPOSED ASSESSMENT**

### **Zone of Benefit for Tract Map No. 37-46**

### **For Road Maintenance and Snow Removal**

The County of Mono is proposing to create an assessment on your parcels for the purpose of providing road maintenance and snow removal for the roads within the subdivision where your parcels are located. Article XIII D of the California Constitution requires that the County provide all property owners of parcels subject to an assessment with notice and information about any proposed assessment that may encumber your property. After you have considered the information provided below, you have the right to vote, by written ballot, on whether you support or oppose the proposed assessment. The information you need to consider and the ballot procedures are set forth below.

#### Information About the Proposed Assessment.

1. The assessment proposed for your parcels, described as Parcel Nos. 1 through 45 and Remainder Lot of Tract No. 37-46 as represented on the final map for said tract is in the annual amount of \$375.00 per parcel. This amount will be adjusted annually for inflation without further notice to you.
2. The total annual assessment for the forty-six parcels within Tract No. 37-46 is in the amount of \$17,250.
3. This assessment will be an annual obligation that will be paid by the property owner for as long as the County provides maintenance and repair of road and concrete road crossings along with snow removal for the Tract No. 37-46 Subdivision.
4. The reason for the assessment is to provide County services in the nature of maintenance and repair of road and concrete road crossings along with snow removal for the streets within White Mountain Estates II Subdivision. In order to provide for these necessary services, Mono County has created a zone of benefit. Your property is within the proposed amended zone of benefit and will benefit from these services that will be provided by the County.
5. The amount of the assessments have been calculated by a registered professional engineer certified by the State of California. The engineer has prepared a report detailing the analysis used in determining the amount of the proposed assessment. A copy of the engineer's report will be provided to you at your request.
6. A hearing on the proposed assessment is presently set on June 14, 2016, at \_\_\_\_ pm in the Boardroom of the Mono County Board of Supervisors, located in the Mono County Courthouse, on Main Street, in Bridgeport, California.

#### Summary of Procedures to Vote on the Proposed Assessment.

You will find attached a ballot and return envelope for your use in voting on the issue of the proposed assessment. Please complete the ballot by checking the box in favor of or in opposition to the proposed assessment and return the ballot to Mono County to the attention of the Clerk of the Board of Supervisors, P.O. Box 715, Bridgeport, California 93517. All ballots will be tabulated at the public hearing. If the number of ballots cast in opposition to the assessment exceeds the number of ballots cast in favor of the assessment, the Board will declare that a majority protest exists. Upon the existence of a majority protest, the assessment shall not be imposed.

# EXHIBIT "C"

## BALLOT FOR VOTE ON PROPOSED ASSESSMENT

### Zone of Benefit for Tract Map No. 37-46, within Countywide Service Area

This ballot is provided to the owner of each parcel located within Tract Map 37-46, for the purpose of voting on the imposition of an assessment or charge on your parcels for street maintenance services and snow removal services provided by Mono County.

---

PARCEL NO.: Lots 1-45, and the Remainder Lot of Tract Map 37-46 (White Mountain Estates), as represented on the final tract map for said land division.

OWNER'S NAMES: White Mountain Estates, LLC., and Mountain Title Company

As record owner of the parcels described above:

- I vote to support the proposed assessment (check box): .....
- I vote to oppose the proposed assessment (check box):.....

Either vote shall be the vote cast for each separate parcel, as if each parcel had voted separately.

THIS VOTE MUST BE RETURNED TO THE CLERK OF THE BOARD PRIOR TO THE TIME OF THE PUBLIC HEARING ON TUESDAY, June 14, 2016, TO HAVE IT COUNTED. Return this ballot to the Mono County Board of Supervisors, Attention: Clerk of the Board, Post Office Box 715, Bridgeport, California 93517.

---

As owner of record for each of the parcels to be incorporated into the proposed Zone of Benefit and proposed assessments thereto, I hereby request that the time for the public hearing of the proposed assessments be shortened so that the hearing may take place before the Mono County Board of Supervisors on June 14, 2016. I hereby waive the 45-day notice requirement provided in Section 4(e), Article XIII D of the California Constitution and agree to indemnify and hold Mono County harmless for any loss or damage, including any reasonable attorneys' fees, incurred if any future property owner(s) of any of the lot(s) within Tract Map 37-46 protest or contest the validity of this waiver or of the fees being imposed.

By:

\_\_\_\_\_  
Robert H. Stark, Manager  
White Mountain Estates, LLC

Dated: \_\_\_\_\_

\_\_\_\_\_  
Tyler Core, Vice President  
Mountain Title Company, Trustee

Dated: \_\_\_\_\_



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 21, 2016

**TIME REQUIRED**

**SUBJECT** Closed Session--Human Resources

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, and Dave Butters. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--

**History**

Time

Who

Approval



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 21, 2016

**TIME REQUIRED**

**SUBJECT** Closed Session - Existing Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Verizon California, Inc. v. State Board of Equalization, *et al.*

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Steve Kerins

**PHONE/EMAIL:** (760) 924-1712 / skerins@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY  
32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<a href="#">Click to download</a>
No Attachments Available

**History**

Time	Who	Approval
6/14/2016 6:06 PM	County Administrative Office	Yes
6/14/2016 4:47 PM	County Counsel	Yes
6/14/2016 6:14 PM	Finance	Yes



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 21, 2016

**TIME REQUIRED**

**SUBJECT** Closed Session - Public Employment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

PUBLIC EMPLOYMENT. Government Code section 54957. Title: EMS Chief.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<a href="#">Click to download</a>
No Attachments Available

**History**

Time	Who	Approval
6/15/2016 7:11 AM	County Administrative Office	Yes
6/15/2016 8:50 AM	County Counsel	Yes
6/15/2016 8:30 AM	Finance	Yes



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 21, 2016

**TIME REQUIRED**

**SUBJECT** Closed Session - Exposure to  
Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: 1.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** (760) 924-1704 / ssimon@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<a href="#">Click to download</a>
No Attachments Available

**History**

Time	Who	Approval
6/15/2016 7:10 AM	County Administrative Office	Yes
6/14/2016 4:48 PM	County Counsel	Yes
6/14/2016 6:15 PM	Finance	Yes



**OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS**

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** June 21, 2016

**TIME REQUIRED**

**SUBJECT** OPPORTUNITY FOR THE PUBLIC  
TO ADDRESS THE BOARD

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

(A brief general description of what the Board will hear, discuss, consider, or act upon)

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

SUBMIT THE ORIGINAL DOCUMENT WITH  
ATTACHMENTS TO THE OFFICE OF  
THE COUNTY ADMINISTRATOR  
***PRIOR TO 5:00 P.M. ON THE FRIDAY  
32 DAYS PRECEDING THE BOARD MEETING***

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
--

**History**

Time

Who

Approval



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 21, 2016

**Departments: Public Works - Engineering Division**

**TIME REQUIRED** 10 minutes (5 minutes presentation, 5 minutes discussion) **PERSONS APPEARING BEFORE THE BOARD** Garrett Higerd

**SUBJECT** Stock Drive Realignment Project Grant Agreements

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Federal and state grants to realign a section of Stock Drive to be further away from the end of the runway at Bryant Field in Bridgeport.

### RECOMMENDED ACTION:

1. Approve and authorize the Public Works Director (in consultation with County Counsel) to execute Federal Aviation Administration (FAA) Grant Agreement AIP 3-06-0030-010-2016 for the Stock Drive Realignment Project at Bryant Field with a maximum federal obligation of \$455,985.
2. Approve and Authorize the Chairman's signature on Resolution No. 16-\_\_\_\_ "A Resolution of the Mono County Board of Supervisors authorizing the submittal of an application, acceptance of allocation of fund, and execution of grant agreement with the California Department of Transportation for Airport Improvement Program (AIP) matching grants."

### FISCAL IMPACT:

The total project cost is estimated to be \$555,150. The total impact to the Airport Enterprise Fund is expected to be \$76,366.

**CONTACT NAME:** Garrett Higerd

**PHONE/EMAIL:** 760.924.1802 / ghigerd@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

[Click to download](#)

[staff report](#)

[Exhibit 1 FAA Grant](#)

[Exhibit 2 State Grant Reso](#)

[Exhibit 3 State Grant App](#)

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### History

Time	Who	Approval
6/15/2016 7:18 AM	County Administrative Office	Yes
6/15/2016 11:33 AM	County Counsel	Yes
6/14/2016 6:37 PM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** June 21, 2016  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Garrett Higerd, Assistant Public Works Director  
**Re:** Stock Drive Realignment Project Grant Agreements

**Recommended Action:**

1. Approve and authorize the Public Works Director (in consultation with County Counsel) to execute Federal Aviation Administration (FAA) Grant Agreement AIP 3-06-0030-010-2016 for the Stock Drive Realignment Project at Bryant Field with a maximum federal obligation of \$455,985.
2. Approve and Authorize the Chairman's signature on Resolution No. 16-\_\_\_\_ "A Resolution of the Mono County Board of Supervisors authorizing the submittal of an application, acceptance of allocation of fund, and execution of grant agreement with the California Department of Transportation for Airport Improvement Program (AIP) matching grants."

**Fiscal Impact:**

This project is funded by a Federal Aviation Administration (FAA) grant covering 90% of the cost of construction and engineering, a California Department of Transportation - Division of Aeronautics matching grant covering approximately 4.5% of the cost of construction and engineering, and Airport Enterprise Fund revenues covering the remainder. The cost of right-of-way acquisition is not funded by FAA grants and is funded by the Airport Enterprise fund. The total project cost is estimated to be \$555,150. The total impact to the Airport Enterprise Fund is expected to be \$76,366.

A summary follows:

Construction & Engineering Costs:

FAA Grant Funding Application	\$455,985
Potential State Match Grant	22,799
Estimated Airport Fund Match	<u>27,866</u>
Total Construction and Engineering Costs	\$506,650

Right of Way Acquisition & Environmental Costs (Airport Fund):

Environmental Permit Fees	3,500
Property	41,000
Preliminary Title Reports	<u>4,000</u>
Total Right of Way Acquisition & Permit Costs	\$48,500
Total Project Costs	\$555,150

**Background:**

The Stock Drive Realignment Project will realign approximately 575 linear feet of Stock Drive and Court Street adjacent to the southern property boundary of Bryant Field.

On December 21, 2015, a grant application was submitted to the FAA for this project. On May 23, 2016 a revised grant application was submitted to the FAA with construction cost information based on the apparent low bid that was received on May 12, 2016. The FAA issued the grant offer attached as Exhibit 1 on June 2, 2016.

The FAA grant offer must be fully executed and certified no later than June 23, 2016. Approval of recommended action 1 will allow the FAA grant to be accepted and administered.

Match grants are sometimes available through the Caltrans Division of Aeronautics (Cal Aero), which could reduce the County match from 10% down to approximately 5.5%. Approval of recommended action 2 will allow the match grant application for \$22,799, attached as Exhibit 3, to be submitted to Cal Aero and, if awarded, allow for it to be accepted and administered.

Please contact me at 760.924.1802 or by email at [ghigerd@mono.ca.gov](mailto:ghigerd@mono.ca.gov) if you have any questions regarding this matter.

Respectfully submitted,



Garrett Higerd, PE  
Assistant Public Works Director

- Exhibit 1 – FAA Grant Offer for Stock Drive Realignment
- Exhibit 2 – Resolution Authorizing Submittal of a grant Application to Cal Aero
- Exhibit 3 – Draft grant Application to Cal Aero



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**GRANT AGREEMENT**

**PART I – OFFER**

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Date of Offer June 2, 2016

Airport/Planning Area Bryant Field

AIP Grant Number 3-06-0030-010-2016

DUNS Number 086128832

TO: County of Mono  
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated May 23, 2016, for a grant of Federal funds for a project at or associated with the Bryant Field Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Bryant Field Airport (herein called the "Project") consisting of the following:

Modify Service Road (approximately 600 LF)

which is more fully described in the Project Application.

**NOW THEREFORE**, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

**CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$455,985.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$455,985 for airport development or noise program implementation

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the project period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application and as accepted by the FAA to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before June 23, 2016, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by

settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

**10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

**11. System for Award Management (SAM) Registration And Universal Identifier.**

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-606-8220) or on the web (currently at <http://fedgov.dnb.com/webform>).

**12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

**13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

**14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality

standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
  - A. May not be increased for a planning project;
  - B. May be increased by not more than 15 percent for development projects;
  - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - A. Verify the non-federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
    3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
  - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
  - C. Immediately disclose to the FAA whenever the Sponsor: (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
20. **Ban on Texting While Driving.**
  - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

**21. Trafficking in Persons.**

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity). Prohibitions include:
  1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
  2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
  3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
  1. Is determined to have violated the Prohibitions; or
  2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
    - a. Associated with performance under this agreement; or
    - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR part 1200.

**22. AIP Funded Work Included in a PFC Application:**

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

- 23. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated August 2006, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



*(Signature)*



James W. Lomen

*(Typed Name)*

Manager

*(Title of FAA Official)*

**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this \_\_\_\_\_ day of \_\_\_\_\_.

County of Mono

*(Name of Sponsor)*

*(Signature of Sponsor's Authorized Official)*

**By:**

*(Typed Name of Sponsor's Authorized Official)*

**Title:**

*(Title of Sponsor's Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of \_\_\_\_\_. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_.

**By:**

*(Signature of Sponsor's Attorney)*

\_\_\_\_\_

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### B. Duration and Applicability.

##### 1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### 2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

##### 1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

**FEDERAL LEGISLATION**

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

**EXECUTIVE ORDERS**

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

#### FEDERAL REGULATIONS

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>

- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

### **FOOTNOTES TO ASSURANCE C.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft

rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

#### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

#### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
    - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## 27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

## 28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## 29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
- 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
    - a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

**32. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated December 31, 2015 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA  
Airports**

## Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 12/31/2015

View the most current versions of these ACs and any associated changes at:  
<http://www.faa.gov/airports/resources/advisorycirculars>

NUMBER	TITLE
70/7460-1L	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28E	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18C	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

Updated: 12/31/2015

<b>NUMBER</b>	<b>TITLE</b>
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



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4  
5 **RESOLUTION NO. R16-\_\_**

6 **A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS**  
7 **AUTHORIZING SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN**  
8 **ALLOCATION OF FUNDS, AND EXECUTION OF A GRANT AGREEMENT WITH THE**  
9 **CALIFORNIA DEPARTMENT OF TRANSPORTATION, FOR AN AIRPORT**  
10 **IMPROVEMENT PROGRAM (AIP) MATCHING GRANT**

11 **WHEREAS**, the County of Mono and the Federal Aviation Administration are parties to federal  
12 Airport Improvement Program (AIP) grant 3-06-0030-010-2016 for Stock Drive Realignment at Bryant Field  
13 (the "Project"); and

14 **WHEREAS**, the California Department of Transportation, pursuant to Public Utilities Code section  
15 21683.1, provides grants of up to 5% of Federal Aviation Administration grants to airports (AIP Matching  
16 Grant); and

17 **WHEREAS**, the California Department of Transportation requires the Board of Supervisors to adopt a  
18 resolution authorizing the submission of an application for an AIP Matching Grant; and

19 **WHEREAS**, the Board additionally wishes to authorize staff to take such actions as may be necessary,  
20 if the grant is awarded, to execute the Grant Agreement and accept and administer the funds;

21 **NOW, THEREFORE, BE IT RESOLVED** that the Mono County Board of Supervisors:

- 22 1. Authorizes the Public Works Director to submit an application for a State AIP Matching Grant  
23 for the Project.
- 24 2. Authorizes the Public Works Director to accept the allocation of State AIP Matching funds and  
25 to execute an AIP Matching Grant Agreement or such other document(s) which may be necessary in order to  
26 receive and administer the funds.
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I hereby certify the foregoing resolution was introduced and read at the regular meeting of the County Board of Supervisors of the County of Mono on the 21<sup>st</sup> day of June, 2016, and the resolution was duly adopted at said meeting by the following vote:

**AYES** :  
**NOES** :  
**ABSENT** :  
**ABSTAIN** :

\_\_\_\_\_  
Fred Stump  
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Bob Musil  
Mono County Clerk - Recorder

\_\_\_\_\_  
County Counsel

**STATE MATCHING GRANT FOR FAA AIRPORT IMPROVEMENT PROGRAM - APPLICATION**

DOA-0012 (REV 06/2011)

PLEASE PRINT OR TYPE AND COMPLETE ALL ITEMS

**PART I. AIRPORT INFORMATION**

PUBLIC ENTITY County of Mono	AIRPORT NAME Bryant Field - Bridgeport	PERMIT NO.
CONTACT NAME Garrett Higerd, P.E.	TITLE Assistant Public Works Director	
BUSINESS ADDRESS P.O. Box 457   74 N. School Street, Bridgeport, CA 93517		BUSINESS PHONE (760) 924-1802

**PART II. PROJECT INFORMATION**Verify that project is within the Department's most recent Capital Improvement Plan:  YES  NO If no, then project is not eligible for grant funds.

DESCRIPTIVE TITLE OF APPLICANT'S PROJECT(as shown on page one of the executed grant agreement and in the adopted Capital Improvement Plan): Attach Additional Sheets If Necessary Bryant Field, Bridgeport, Mono County, California - Design/Construct- Realign Stock Drive (30' x 610')	FEDERAL GRANT	\$ 455,985.00
	APPLICANT FUNDS	\$ 27,866.00
	STATE * FUNDS	\$ 22,799.00
	TOTAL COST OF PROJECT	\$ 506,650.00
* Maximum is 5% of the federal grant amount		

**PART III. REQUIRED SUPPORTING DOCUMENTS**

Pursuant to Public Utilities Code Sections 21681-21684 and Section 4067 of the CAAP Regulations, please submit the following documents with this application:

- Local government approval (*resolution or minute order*) as described in Section 4067(a).
- FAA Grant Agreement with FAA and sponsor signatures.
- Verification of full compliance with the California Environmental Quality Act (CEQA) by submitting information to fulfill **either 1. or 2.** below:
  - Copy of Notice of Exemption or provide the Categorical Exemption Class # N/A (CEQA Guidelines Sections 15300-15333)
  - Copy of Notice of Determination or provide the following information:
    - Environmental Impact Report (Title/Date) N/A State Clearinghouse (SCH)# \_\_\_\_\_ or
    - Negative Declaration (Title/Date) Bryant Field Stock Dr MND 04/07/16 State Clearinghouse (SCH)# 16012066 or
    - National Environmental Policy Act (NEPA) document (Title/Date) Bryant Field Stock Dr CE 12/16/15  
(NEPA documents-Environmental Impact Statement or Finding of No Significant Impact must comply with CEQA provisions)
- 11 x 17-inch Drawing or Airport Layout Plan showing project location(s) and dimensions.
- Completed CAAP Certification (Form DOA-0007), if not submitted to the Division of Aeronautics earlier for this fiscal year.
- Additional documentation may be required if items in the FAA AIP grant are not eligible for CAAP funding.

**PART IV. AUTHORIZATION**

AUTHORIZED OFFICIAL'S SIGNATURE	TITLE Public Works Director
PRINT NAME Jeff Walters	DATE

SEND COMPLETED APPLICATION AND ALL SUPPORTING DOCUMENTS TO:

CALIFORNIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF AERONAUTICS - MS #40  
P. O. BOX 942874  
SACRAMENTO, CA 94274-0001



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 21, 2016

**Departments: Board of Supervisors**

**TIME REQUIRED** 1 hour (30 minute presentation; 30 minute discussion)

**PERSONS APPEARING BEFORE THE BOARD**

Forest Plan Revision Team

**SUBJECT** Inyo Forest Plan Revision Workshop

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Presentation by Forest Plan Revision Team regarding the draft forest plans and draft environmental impact statement for the Inyo, Sequoia and Sierra National Forests.

### RECOMMENDED ACTION:

Conduct workshop. Provide any desired direction to staff.

### FISCAL IMPACT:

None

**CONTACT NAME:** Inyo National Forest - Ed Armenta, Forest Supervisor and Deb Schweizer, Public Affairs Officer

**PHONE/EMAIL:** 760.873.2427 / debraaschweizer@fs.fed.us

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY  
32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

[Click to download](#)

[National Forest Letter](#)

### History

**Time**

6/15/2016 10:13 AM

**Who**

County Administrative Office

**Approval**

Yes

6/14/2016 4:54 PM

County Counsel

Yes

6/14/2016 6:19 PM

Finance

Yes



United States Department of Agriculture



May 27, 2016

Dear Valued Stakeholder,

As you know, the Inyo, Sequoia and Sierra National Forests are “early adopters” of the 2012 Planning Rule, meaning we are among the first national forests across the country implementing this new rule. Land management plans (forest plans) are important because they provide strategic direction guiding how we manage your national forest system lands. We are now at an important milestone in revising forest plans for the Inyo, Sequoia and Sierra National Forests.

We are pleased to inform you that we have completed the draft environmental impact statement (EIS) and draft land management plans (forest plans) for the Inyo, Sequoia and Sierra National Forests. The Forest Service has been working with the public, tribes, and local, state and federal agencies for several years on these forest plan revisions, ultimately leading to the development of these documents. We appreciate your participation throughout this process.

The draft EIS, draft forest plans and supplemental information are available on-line at the Forest Plan Revision project website: <http://tinyurl.com/r5earlyadopters>.

Alternative B is our preferred alternative and reflects the draft forest plans. This is not a decision but what we consider the best approach based on our analysis and public input to date.

It’s your turn to review our work and provide your comments. Here are some tips to help guide your review:

- Begin by reading the Summary to get oriented to the documents. The DEIS contains three Volumes. There is one plan for each forest.
- Volume 1 of the draft EIS contains four chapters
  - Chapter 1 – Purpose of and Need for Revising the Inyo, Sequoia, and Sierra Land Management Plans
  - Chapter 2 – Alternatives, Including the Proposed Action
  - Chapter 3 – Affected Environment and Environmental Consequences

- Chapter 4 – Preparers, Consultation, and Coordination
- Volume 2 of the draft EIS contains the appendices
  - Appendix A – Timber Suitability and Management
  - Appendix B – Wilderness Evaluation
  - Appendix C – Wild and Scenic Rivers Evaluation
- Volume 3 of the draft EIS contains maps
- Chapter 1 of each Forest Plan is an introduction and provides essential information regarding the purpose of the forest plan, how the plan is structured, and what the plan components are.
- We are not asking you to vote on the alternatives, but we are seeking your specific comments on how to improve the preferred alternative, what you prefer in other alternatives, and anything you think we missed in our analysis.
- The more specific your comments are, the better we can improve our analysis.

The 90-day public comment period begins when the Notice of Availability is published in the Federal Register. During this time, we will hold public meetings, tribal forums and a webinar to engage with you in discussions about these documents. We welcome you to attend these events:

- June 13<sup>th</sup>: Public Meeting, Mammoth Lakes, CA, 6p-8p
- June 14<sup>th</sup>: Public Meeting, Bishop, CA, 6p-8p
- June 15<sup>th</sup>: Public Meeting, Porterville, CA, 6p-8p
- June 16<sup>th</sup>: Public Meeting, Clovis, CA, 6p-8p
- June 22<sup>nd</sup>: Public Meeting, CalState University Northridge, Northridge, 6p-9p
- June 23<sup>rd</sup>: Public Meeting, El Pueblo Historical Monument, Los Angeles, 5p-8p
- June 28<sup>th</sup>: Public Webinar, [on-line registration](#), 12-1:30p
- June 29<sup>th</sup>: Public Meeting, Fort Mason, San Francisco, 6p-9p
- August 1<sup>st</sup>: Public Meeting, Mammoth Lakes, CA, 6p-8p
- August 2<sup>nd</sup>: Public Meeting, Bishop, CA, 6p-8p
- August 3<sup>rd</sup>: Public Meeting, Porterville, CA, 6p-8p

- August 4<sup>th</sup>: Public Meeting, Clovis, CA, 6p-8p

For the latest information about meeting locations, times, webinar registration, and parking information, please visit our project website: <http://tinyurl.com/r5earlyadopters>

During the comment period you may submit comments using one of the several methods, including a web-based form on the project website where the documents are available. While the Forest Service will accept comments via any of these forums, we prefer receiving them via our web-form at the project website. Please submit your comment(s) only once through one of the following methods:

- Project web-site comment form: <http://tinyurl.com/r5earlyadopters>
- Postal mail: Planning Team Leader, Forest Plan Revision, 1839 South Newcomb Street, Porterville, CA 93257
- E-mail: [r5planrevision@fs.fed.us](mailto:r5planrevision@fs.fed.us)

The comments we receive during the 90-day public comment period will be considered in developing the final EIS and forest plans. Before the final revised forest plans are approved, there will be an opportunity for individuals or entities to file objections (36 CFR Part 219, Subpart B). The start of the 60-day objection filing period will be published in the applicable newspapers of record for the three forests. Objections will only be accepted from those who have previously submitted substantive formal comments specific to the plan revisions during public comment opportunities. After resolution of objections, the Forest Supervisors will issue separate records of decisions and the corresponding final revised forest plans.

If you have any questions, please contact the Planning Team Leader at 707-562-9121.

Thank you for your continued interest and involvement in the plan revision process for the Inyo, Sequoia, and Sierra National Forests. The decisions we make now will guide the management of these forests for the next 15 years.

We look forward to hearing from you and receiving your thoughtful input.

Sincerely,



EDWARD E. ARMENTA  
Forest Supervisor  
Inyo National Forest



KEVIN B. ELLIOTT  
Forest Supervisor  
Sequoia National Forest



DEAN A. GOULD  
Forest Supervisor  
Sierra National Forest



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 21, 2016

**Departments: CAO**

**TIME REQUIRED** 1 hour (30 minute presentation; 30 minute discussion)

**PERSONS APPEARING BEFORE THE BOARD** John Wentworth

**SUBJECT** Outdoor Recreation and the Economy

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Presentation by John Wentworth, Town Council Member regarding Outdoor Recreation and the economy

### RECOMMENDED ACTION:

Hear presentation and provide feedback.

### FISCAL IMPACT:

None at this time.

**CONTACT NAME:** Leslie Chapman

**PHONE/EMAIL:** 760-932-5414 / lchapman@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY**  
**32 DAYS PRECEDING THE BOARD MEETING**

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

- [Framework for Sustainable Recreation](#)
- [Outdoor Economy Report 2012](#)
- [Outdoor Recreation Economy](#)
- [U.S. Forest Service Strategy Article](#)

**History****Time**

6/15/2016 7:32 AM

6/15/2016 8:51 AM

6/15/2016 8:31 AM

**Who**

County Administrative Office

County Counsel

Finance

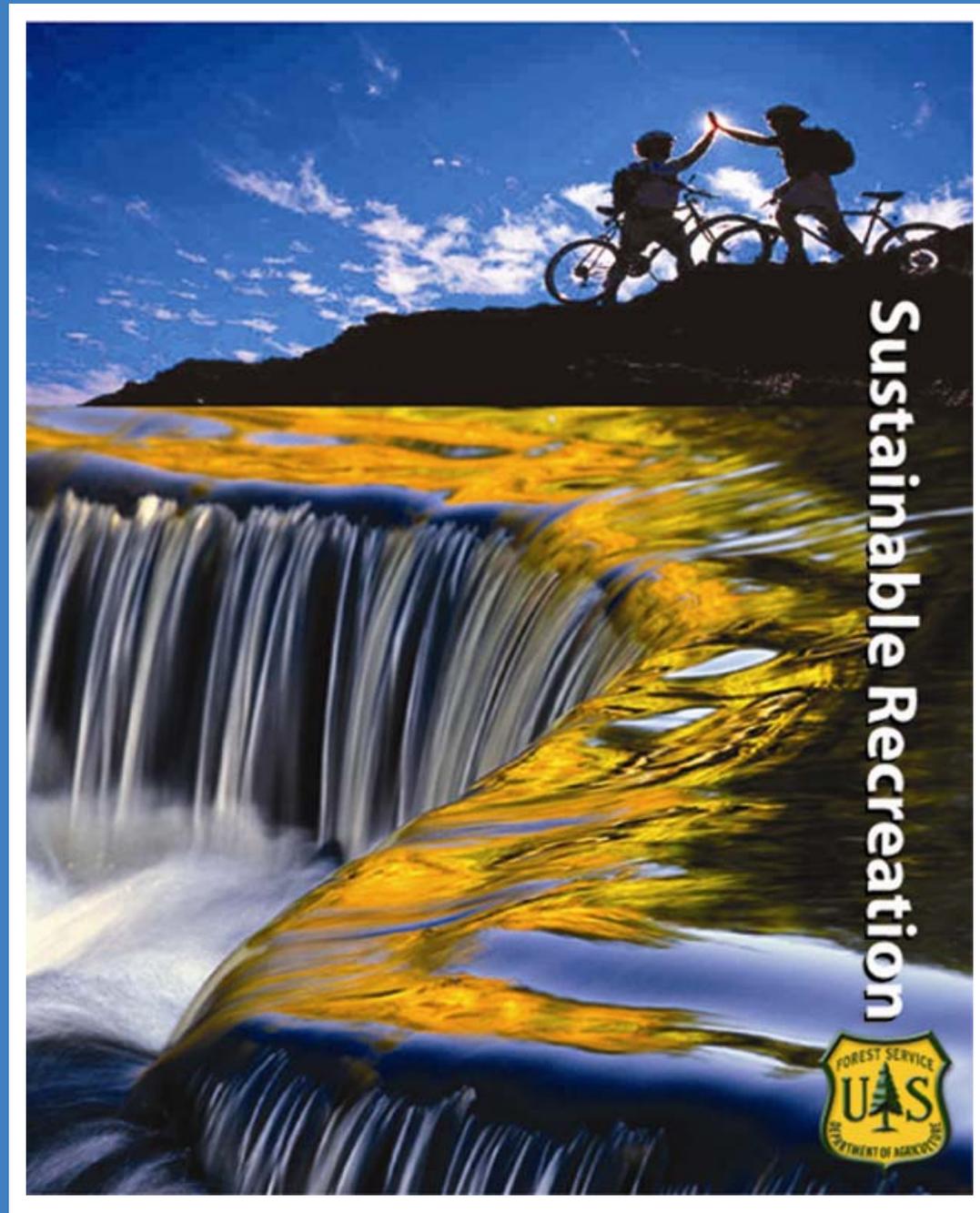
**Approval**

Yes

Yes

Yes

*Connecting People with America's Great Outdoors:  
A Framework for Sustainable Recreation*



*United States Forest Service, USDA  
Recreation, Heritage and Volunteer Resources*

*June 25, 2010*

# Connecting People with America's Great Outdoors: A Framework for Sustainable Recreation

## *“Renewing Body and Spirit, Inspiring Passion for the Land”*

*“Perhaps the rebuilding of the body and spirit is the greatest service derivable from our forests, for what worth are material things if we lose the character and quality of people that are the soul of America.”*

Arthur Carhart

The National Forests and Grasslands provide the greatest diversity of outdoor recreation opportunities in the world, connecting people with nature in an unmatched variety of settings, activities and traditional beliefs. People hike, bike, ride horses, and drive off-highway vehicles. They picnic, camp, hunt, fish, enjoy recreational shooting and navigate waterways. They view wildlife and scenery, and explore historic places. They glide through powder at world class alpine resorts and challenge themselves on primitive cross-country ski or snowmobile routes.

Outdoor recreation is fun -- and so much more. It provides physical challenge, requires development of life-long skills, provokes interest and inquiry, and inspires wonder, respect and awe of the natural world. Recreation thereby contributes greatly to the physical, mental, and spiritual health of individuals, bonds family and friends, instills pride in their heritage, and provides economic benefits to communities, regions, and the nation. Indeed, outdoor recreation has become an essential part of American culture.

Outdoor recreation activities occur in many places across the American landscape, outside of the National Forest System. They take place in neighborhoods, undeveloped woodlots and streams, city parks, county open spaces, state lands, Indian Country and a vast array of federal lands. For many, unstructured play in such places is their introduction to the natural world, a beginning point for engaging in a healthy outdoor lifestyle.

In the same way, participation in recreational activities is the way that most Americans come to know their National Forests and Grasslands, making it an important portal for understanding their meaning, history, and relevance, and that of public lands as a whole.

## **A History of Innovation and Growth**

In 1919, the Forest Service employed its first recreation professional, Arthur Carhart, a landscape architect. He was a true pioneer, contributing greatly to the development of the concepts or idea of wilderness and developing the first planned recreation facility through a partnership with the City of Pueblo, Colorado.

Since that time, Forest Service employees, guided by recreation professionals and researchers, have continued to advance the science and practice of outdoor recreation and land management with such innovations as the Scenery Management System, the Recreation Opportunity Spectrum, the National Forest Scenic Byway system, and the Limits of Acceptable Change management system.

Recently, the agency has developed more refined business practices to promote accountability and the optimal use of operations funding, capital investment, and partners' contributions. These have included Infra, Meaningful Measures, the National Visitor Use Monitoring system, and Recreation Facility Analysis. Additionally, the Built Environment Image Guide, accessibility guides, and new travel management regulations have been developed to improve the quality of settings and the range of opportunities for all Americans, and to respond to the threat of unmanaged recreation.

*The last 90 years have prepared us well to respond to the challenges of today and the future ... but only if we continue the tradition of adapting, changing, and innovating.* The coming decade leading to the centennial of Arthur Carhart's employment gives us an opportunity to build on that legacy as a foundation for the next century of excellence in Forest Service recreation management. We must now begin with a strong sense of urgency and a single minded determination to embrace the needed changes to achieve our mission.

## **Recreation Challenges Today**

The **benefits** to American society that outdoor recreation provides **are needed more today than ever** before:

- America spends \$2 trillion dollars on crisis medical health care. Overweight, obesity, and physical inactivity are major risk factors for chronic diseases such as diabetes, cardiovascular disease, and cancer. ***Physical activity is an integral part of a healthy lifestyle, and outdoor recreation is the natural solution – a disease prevention solution – and part of the nation's existing wellness infrastructure.***
- The economic base of many communities is shifting as industries consolidate and relocate, and service and experience businesses rely on outdoor recreation for their customers and as quality of life attractions for employees.
- Population growth and land development demand more environmental services from a decreasing and fragmented land base, yet people become less familiar with, and respectful of, natural landscapes and historic sites every year.
- The increasingly urbanized and technology focused American population, including children, is losing touch with the contributions of public lands to the basic resources that affect their lives. Americans sense of place and national identity can be enhanced by experiencing historic sites and landscapes that represent the abundant natural and cultural heritage of the nation.

At the same time, there are **unprecedented challenges** to providing quality recreation:

- Demographic shifts and lifestyle changes have greatly affected demand for recreation on National Forests and Grasslands. With 80% of our population living in cities, our country is the most urban it has ever been. For many, the only exposure to the natural environment is what they see on television and computer screens. Others find our existing recreation facilities and programs not in line with their cultural traditions.
- Growth of retiree communities and other population shifts have created population centers close to many public lands. This has resulted in many of our forests being

enjoyed as regional and municipal parks adding additional strain on visitor facilities, services, and natural settings.

- The condition of our recreation and heritage assets has steadily diminished, resulting in a ballooning backlog of maintenance needs for recreation facilities, trails, and roads.
- Unmanaged recreation has contributed to degraded recreation settings, damaged heritage sites, unacceptable resource impacts, and conflicts between users.
- National economic conditions and mounting financial demands underscore the inadequacy of traditional funding sources to meet growing needs, yet user fees and private sector involvement to deliver services remain controversial to some.

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## **A Framework for Sustainable Recreation**

The growing challenge of sustaining outdoor recreation opportunities requires a clear national vision and a bold strategy to meet the environmental, social, and economic needs of present and future generations. We can no longer manage as we have in the past. Any course we choose cannot depend solely on appropriated funding to meet our constituents' needs.

The strategy presented below will help us unite diverse interests, create and strengthen partnerships, focus scarce resources on mission-driven priorities, connect recreation benefits to communities, provide for changing urban populations, and most importantly, sustain and expand the benefits to America that quality recreation opportunities provide.

**The USDA Forest Service Mission:** *“To sustain the health, diversity, and productivity of the Nation’s forests and grasslands to meet the needs of present and future generations.”*

The agency mission, one of sustainability, provides the foundation for the Recreation, Heritage, and Volunteer programs.

**Our Vision ... “Renewing Body and Spirit, Inspiring Passion for the Land”**

*We provide recreation on treasured lands that brings health and vitality to individuals and communities and showcases our country’s natural abundance. Recreation on the National Forests and Grasslands invokes feelings of connection to the natural world and inspires responsibility to care for it.*

**Guiding Principles for our mission and vision:**

- **Connecting people with their natural and cultural heritage** is a vital thread in the fabric of society. It contributes to the American identity and reminds people of the resources that sustain life – water, soil, food, and fiber. Moreover, **recreation is the portal** for understanding and caring for natural resources and public lands. It provides opportunities and motivation to advance from fun and attraction, through awareness, education and understanding, to a role of citizen stewardship – one of “giving back” and supporting sustained management of natural resources.

- **Recreational activity in the great outdoors promotes healthy lifestyles.** Combined with good nutrition, it contributes to improved physical, mental, and spiritual health, and a shift away from treating illness toward creating wellness.
- **Sustainability underlies all program decisions.** In order to sustain the benefits of outdoor recreation for present and future generations, the recreation program must address and work toward a sustainable balance among the three spheres of environmental, social, and economic conditions.
- **Community engagement is essential** for creating a sustainable recreation program. Our role is to serve as planners, facilitators, conveners, and collaborators, tapping the enormous energy and creativity of people in communities that care for and benefit from public lands, including both the private and public sectors.
- **National Forests and Grasslands are part of a larger landscape** that includes: other public lands; open spaces at the local, state, and federal level; tribal lands; working farms and ranches, and; towns and cities. Respecting and cultivating the relationships across all lands and communities is necessary to strengthen the health and vitality of each.
- **The Recreation program is integrated into the larger agency mission.** By working together with other program areas to integrate program goals and service delivery, we maximize our contribution by connecting programs, people, and landscapes. .

## Our Goals

Building on the foundation of the Mission, Vision, and Guiding Principles, we will strive to:

- **Provide** a diverse range of quality natural and cultural resource based recreation opportunities in partnership with people and communities.
- **Protect** the natural, cultural, and scenic environment for present and future generations to enjoy.
- **Partner** with public and private recreation benefit providers that together we meet public needs and expectations.
- **Perform** and plan by implementing systems and processes to ensure: effective decisions, sound investments, and accountability; collaborative approaches to integrated solutions across the landscape; and enhanced professionalism of our workforce.

## Our Areas of Focus

***“The vast possibilities of our great future will become realities only if we make ourselves responsible for that future.” Gifford Pinchot***

By **focusing on the three spheres that frame sustainability** - environmental, social, and economic – the recreation program can significantly contribute to the agency’s overall mission. **In the most profound sense, we will not achieve the agency’s mission without sustainable recreation and tourism.** The following ten focus areas comprise high leverage actions that will help us achieve sustainable recreation programs on every national forest and grassland by 2019, the centennial of managed recreation in the Forest Service.

## **I. Restore and Adapt Recreation Settings**

- Through integrated research, analysis, planning, and quality design, we will restore the condition and function of our recreation facilities and settings, expanding and adapting them to reflect the diversity of cultures, abilities, family structure, and activities in our ever-changing society.
- Recreation settings that have been impacted by declining ecosystem health, wildfire, and inappropriate use will be restored to improve the quality of outdoor experiences. Unmanaged recreation will be resolved through a planned and properly designed network of roads, trails, and facilities, combined with educated citizen stewardship and partnerships, as well as field presence to provide quality recreation experiences while reducing the impacts of visitor use on the landscape.
- Focused acquisition of rights-of-way and conservation easements will enhance access to recreation settings while protecting the scenery and sense of place that make each recreation setting special.

## **II. Implement “Green” Operations**

- The recreation and tourism program will reduce its environmental footprint and serve as a model for our visitors and other providers by incorporating sustainable travel industry best practices; “green technology” for facility and trail construction; and environmental management systems in all aspects of our operations.
- We will interpret the connection between our agency mission and our green operations, as well as citizens’ roles in sustainability.
- We will share knowledge, skills, and best management practices among a broad network of practitioners, educators, and partners.

## **III. Enhance Communities**

We will develop and implement, a place-based recreation planning model using collaborative processes to work with communities and other outdoor recreation and tourism providers within our regional destination areas.

- Together with our communities and stakeholders, we will develop a common vision and define potential roles to sustain the economic and quality of life benefits of recreation and tourism assets within these destinations.
- Included will be shared infrastructure development, delivery of information, and provision of recreation services that addresses connections of urban areas and rural communities to the scenic attractions, historic places, and recreation opportunities of the National Forests and Grasslands.
- Community and state parks, other federal and tribal lands, and local open space lands will be evaluated for connections with National Forest System lands as well as for their own contributions, existing and potential, for meeting the outdoor recreation and tourism demands for the area.

Along with the communities and stakeholders, we will jointly identify economic development and investment options to carry out the common vision.

#### **IV. Invest in Special Places**

The National Forest System designations include: 6 National Monuments, 19 National Recreation Areas, 11 National Scenic Areas, 6 National Scenic and Historic Trails, Grey Towers National Historic Site, and 22 National Historic Landmarks. These areas were designated by Congress to recognize their unique natural, scenic, or cultural resources and their outstanding opportunities for outdoor recreation.

- We will make strategic investments and leverage existing and future external partnerships for additional resources and funding to help sustain and feature these high value treasured landscapes and sites.
- We will showcase these special places in multiple media (including our national reservation service) by emphasizing their recreational, educational, and tourism benefits to demonstrate premier natural resource based tourism and recreation management.
- We will evaluate other areas within the National Forest System that have outstanding recreational, scenic, historic, or other values of high attractiveness for designation and management as special areas.

#### **V. Forge Strategic Partnerships**

Strategic partnerships are vital to providing sustainable recreation experiences.

- We will cultivate coalitions of recreation interest groups that will help provide recreational experiences, service activities, and environmental education for youth and adults that promote fitness, appreciation of nature and history, and citizen stewardship.
- We will seek opportunities to expand the demographic diversity of our recreation visitors by strengthening relationships with new partners and non-traditional users.
- We will streamline our partnership processes and increase our capacity to engage and support partners. These actions will contribute to the long term sustainability and relevance to society of natural and cultural landscapes.

#### **VI. Promote Citizen Stewardship**

With over 173.4 million visitors to National Forests and Grasslands each year and an additional 300 million driving through, recreation provides an exceptional conduit not just for connecting people to nature – but for enhancing their understanding of their natural and cultural environment and catalyzing their participation in caring for it.

- We will cultivate the energy, enthusiasm, and skills of private and nonprofit sector partners and volunteers to provide services and connect people to the land.

We will inspire passion for the land and develop a lifelong commitment to caring for it through interpretive services programs and exhibits, conservation education, and outdoor ethics programs that strive to make personal connections to our resources resulting in stewardship.

#### **VII. Know Our Visitors, Community Stakeholders, and Other Recreation Providers**

Increased recreation use and interest in history and the natural world demand that managers know their current and potential visitors to anticipate demand, foresee impacts, and take proactive management actions that create inviting recreation environments that instill respect for natural and cultural resources. To effectively position our recreation program within our market destination areas, we will need to utilize market research, visitor use information from a variety of sources, and continuous engagement of community stakeholders and regional recreation providers.

- We will continuously adapt our visitor use monitoring system and work closely with Research and Development to stay current with demographic shifts, changing values and demands, data sources, new technologies, and management tools.
- We will continuously seek to improve our community participation and collaboration skills using the latest research to build long lasting partnerships and working relationships to move together toward sustainable conditions.

### **VIII. Provide the Right Information**

Today, people expect credible, accurate, and effective information in seconds.

- We will invest in consolidating and improving our external recreation information systems with an emphasis on quality, consistency, accessibility and convenience.
- We will improve our capacity to use emerging social media technology to better connect with diverse users and cultures.
- An internal recreation managers' web toolbox will be developed and maintained as a first level resource for policy and process guidance. This toolbox will be designed for the employee to get current and specific information about all recreation programs to assist in day-to-day work.

### **IX. Develop a Sustainable Financial Foundation**

The Recreation program cannot deliver sustainable environmental, social, and economic conditions if it is not built upon a sustainable financial foundation. It is unlikely that appropriated funds will ever meet the total program need for providing excellent recreation opportunities while protecting the land. Program delivery will be balanced on a base of appropriated funds through expanded capacity by utilizing user fees, volunteers, private providers, and partners in the nonprofit sector.

- We will develop a holistic program analysis model to evaluate our infrastructure investments and program costs. Those costs will be considered alongside available resources such as appropriations, fee revenue, partnerships, volunteers, and other service provider options to seek a sustainable and integrated base for the program.
- Proposed new development investments and program improvements will be evaluated along with the capacity to sustain existing ones. The gap between program needs and available resources will be identified along with options for closing the gap.
- We will seek opportunities for further integration of programs, databases, processes, and funding with other associated resource staff areas such as: Heritage; Wilderness

and Wild & Scenic Rivers; Watershed, Fish, & Wildlife; Engineering; Conservation Education; and information management; among others.

## **X. Develop Our Workforce**

Our current organization, both in numbers and in expertise, is not well positioned to address this strategy. Capacity to respond to numerous partnership opportunities is limited, and field presence is minimal.

- In addition to the need to replenish, train, and develop the existing array of skills in our workforce, employee skills are needed to engage in collaborative planning processes with communities as well as to better build and administer partnerships and business relationships.
- We will recruit, retain, train, and develop needed skills and leverage our talented employees across the organization, transcending program and geographic boundaries.
- Our workforce will better represent the populations we serve.

## **Conclusion**

Despite changes in population and fluctuations in visitor patterns, it is obvious that outdoor recreation on the National Forests and Grasslands is a traditional part of the American way of life, and will remain so in the years ahead. There are numerous challenges to providing quality recreation experiences and tourism opportunities while protecting the land. But, through the strength of our partnerships and increased performance of all our employees and systems, we can meet these challenges of a sustainable future for the benefit of American society. The actions spelled out here will move us toward that meaningful goal, so please join us in:

***“Renewing Body & Spirit, Inspiring Passion for the Land”***

# STATE LEADERSHIP ROLES FOR OUTDOOR RECREATION:

## A PROMISING TREND

ENSURING THE GROWTH AND SUCCESS OF THE OUTDOOR INDUSTRY



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A recent development within state governments – namely Colorado, Utah and Washington – is the creation of and investment in high-level positions charged with the dual role of supporting the outdoor industry and improving outdoor recreation opportunities throughout the state. Each of these states has identified outdoor recreation as a core priority for the health of their citizens and their economy. Elevating the importance of the outdoors is a trend that was echoed in the "Recreation Not Red-Tape Act" introduced by Sen. Ron Wyden and Rep. Earl Blumenauer that reads, in part:

"Congress supports the creation of outdoor recreation sector leadership positions within the economic development offices of States or in the office of the Governor, as well as coordination with recreation and tourism organizations within the State to guide the growth of this sector, as evidenced by recent examples in the States of Colorado, Utah, and Washington."<sup>1</sup>

OIA and our members encourage states across the nation to craft similar leadership positions, either as policy advisors to Governors or within state economic development entities. To that end, this brief serves as an overview of the existing state leadership positions for the outdoor recreation industry as they exist now in Colorado, Utah and Washington.

“ Any state that puts an office of outdoor recreation in place is showing a real commitment to the recreation economy and its value to their state.”

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# TABLE 1: THE SIX W'S OF STATE LEADERSHIP POSITIONS FOR THE OUTDOOR RECREATION INDUSTRY.

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| <b>WASHINGTON</b> | Jon Snyder   | Senior Policy Advisor, Outdoor Recreation & Economic Development | Office of the Governor                               | 2015 |                                                                                                          | Through legislation                            |

Any state that looks to establish an outdoor sector leadership position will do so in a way that matches the needs and opportunities unique to their economic and environmental landscape. The three states so far demonstrate several routes to creation of an office – task force recommendation, legislation, or appointment.

They also all share a focus on both traditional economic development – incentives, workforce development and related work – as well as outdoor recreation through legislation, education, and public lands management.

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# COLORADO

The Colorado Outdoor Recreation Industry Office is housed within the Office of Economic Development & International Trade (OED),<sup>2</sup> The office has been led by renowned mountain guide and leadership guru Luis Benitez since its inception in June 2015.

The mission of the Outdoor Recreation Industry office is:

“We champion industry, communities, and people to come to life through Colorado’s great outdoors.”

This mission is pursued through work in economic development, recreational access, funding for conservation and workforce development. The office is advised by a stakeholder Outdoor Recreation Advisory Group, leadership within the Office of Economic Development & International Trade, and members of the Governor’s staff.



## | COLORADO

### Key Duties and Responsibilities, as defined by OED, include:

- The Director will work closely with the Executive Director and peer senior leaders to collaboratively define, direct and execute the strategy of the Outdoor Industry agenda for the next term, including setting and achieving clear goals and reporting on the goals regularly.
- Act as senior advisor to the Governor and State Cabinet on the Outdoor Industry.
- The Director will be required to:
  - Understand and advocate for the Outdoor Industry within the State.
  - Engage with and act as the liaison to State agencies and resources to support foster and support the growth of businesses based in the State that provide services and products in the Outdoor Industry.
  - Identify key leaders throughout the Outdoor Industry ecosystem, leveraging their experience and relationships and partnering to assist in advancing the industry.
  - Work closely with other State and local agencies to leverage their assets and infrastructure for the benefit of the Outdoor Industry.
  - Work closely with communities across the State to plan for and foster a vibrant outdoor recreation ecosystem.
  - Utilize OED's analytical resources to publish an annual report on the economic, social and community impact of the Outdoor Industry across the State.
  - Work with OED's communication team to devise and execute a plan to raise awareness of the value and impact of the Outdoor Industry to the State's healthy economy.

“ Outdoor recreation is one of our prime and best sources for ongoing employment growth. We wanted the industry to have a voice at the state and federal level.”

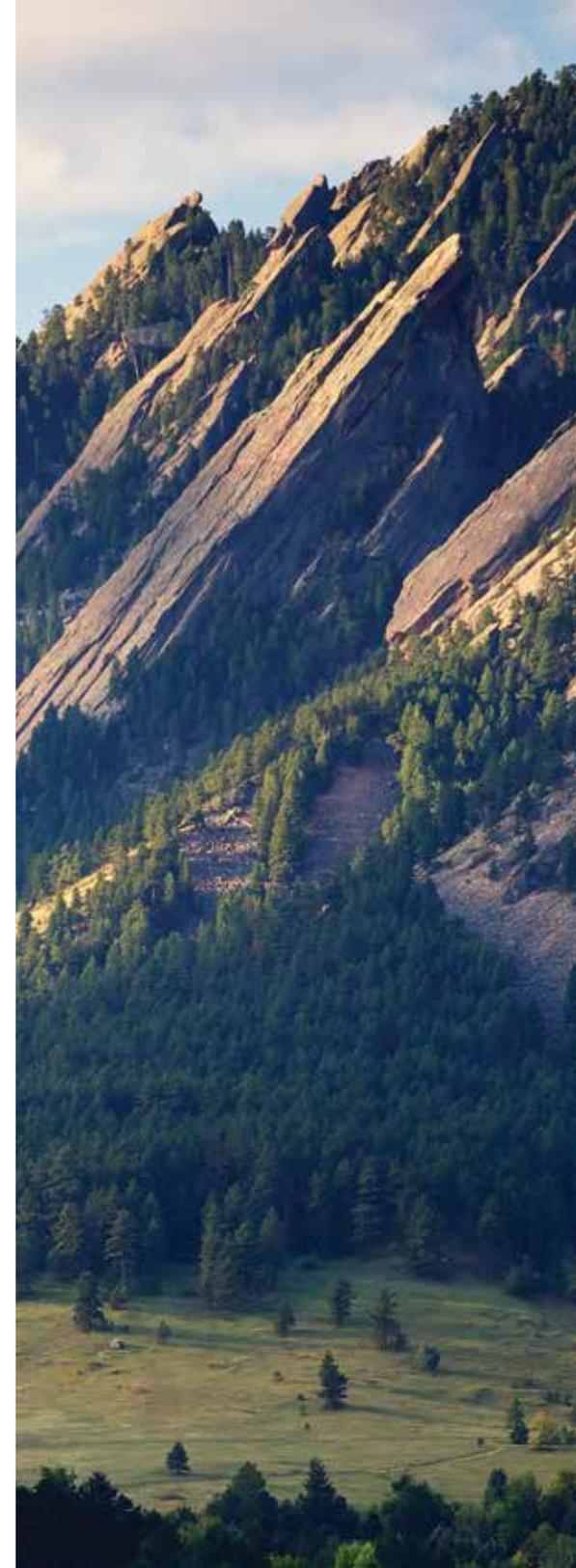
– **Fiona Arnold, executive director of the Colorado Office of Economic Development & International Trade**

### Key priorities include:

- Economic Development – Who is here and isn't here? If they are struggling, can we help? If they are successful, can we help? Strategic recruitment.
- Conservation and Stewardship – Understanding how to define protection for the natural resources that help our [Outdoor Recreation] economy grow.
- Education and Workforce Training – How do we remain competitive with our [Outdoor Recreation] workforce and move from just a seasonal employee base to a year round employee base?
- Industry Anchors – What new industry sectors do we want to attract to the state?<sup>3</sup>

<sup>2</sup><http://www.advancecolorado.com/business-colorado/outdoor-recreation-industry>

<sup>3</sup>L. Benitez, personal communication, March 25, 2016



# UTAH

Governor Gary Herbert unveiled Utah's "Outdoor Recreation Vision" in January 2013, which among other recommendations included a first-ever Office of Outdoor Recreation.<sup>4</sup> The Office of Outdoor Recreation Act, SB 73, passed in March 2013 formalizing the role. The office is currently led by Tom Adams, a competitive athlete and 20-year veteran of Utah's outdoor industry. Like Colorado's and Washington's, Utah's office is advised by a stakeholder committee.

The purposes of the Office of Outdoor Recreation, its position within the Office of Economic Development, and duties of the director were clearly defined in the enabling legislation.



## UTAH

### Key Duties and Responsibilities:

#### "Creation of office and appointment of director - Purposes of office.

1. There is created within the Governor's Office of Economic Development an Outdoor Recreation Office.
2.
  - a. The executive director shall appoint a director of the office.
  - b. The director shall report to the executive director and may appoint staff.
3. The purposes of the office are to:
  - a. coordinate outdoor recreation policy, management, and promotion:
    - i. among state and federal agencies and local government entities in the state; and
    - ii. with the Public Lands Policy Coordinating Office created in Section 63J-4-602, if public land is involved;
  - b. promote economic development by:
    - i. coordinating with outdoor recreation stakeholders;
    - ii. improving recreational opportunities; and
    - iii. recruiting outdoor recreation business;
  - c. recommend to the governor and Legislature policies and initiatives to enhance recreational amenities and experiences in the state and help implement those policies and initiatives;
  - d. develop data regarding the impacts of outdoor recreation in the state; and
  - e. promote the health and social benefits of outdoor recreation, especially to young people."<sup>5</sup>

HB 52, "Office of Outdoor Recreation Amendments" created an Outdoor Recreational Infrastructure Grant Program and was signed into law March 21, 2016.<sup>6</sup> 2015 was a pilot year for these outdoor infrastructure matching grants to local communities, with 19 communities receiving funding.<sup>7</sup>



### Key Priorities:

- Enhance our quality of life and economic vibrancy through balanced land management plans and policies. The Office will participate in creating solutions and policies that strike a sensitive balance between general development, motorized use, human powered activities, and preserving the unique natural experience that people seek in Utah.
- Promote Utah's natural beauty and the unmatched accessibility. Collaborate with the Office of Tourism to share the powerful and internationally recognized Utah-Life Elevated brand, while encouraging Utahns, and especially our youth, to experience the benefits of recreating right outside our back doors.
- Act as a clearinghouse of communication for the outdoor related stakeholders. Create effective forums for communicating recreation-based initiatives, sharing best practices, and generating new recreation management strategies.
- Grow and foster a vibrant recreation economy. Strategically partner with the counties to proactively enhance their recreation infrastructure, develop programs that support outdoor related start-ups, and provide support through GOED's business outreach services for the existing outdoor industry.<sup>8</sup>

### Key Accomplishments from 2015 Annual Report:<sup>9</sup>

- Extended the Outdoor Retailer Show in Salt Lake City to 2018, which has resulted \$468 million by attendees and \$43.6 million in city, county and state taxes since 1996.
- Saw passage of HB 324, which created the Utah Search and Rescue Assistance card. Funds from voluntary purchase reduce financial burden to search and rescue teams.
- Vista Outdoor, Armada Skis, Osprey Packs are among the outdoor industry companies moved to or expanded operations in Utah. The Office recorded 205 new outdoor recreation jobs in FY2014-2015.
- Outdoor Recreation Summits held in 2014 and 2015 brought together hundreds of thought-leaders, industry members, user groups and agencies.

<sup>4</sup><http://www.utah.gov/governor/docs/OutdoorRecreationVision.pdf>

<sup>5</sup><http://le.utah.gov/~2013/bills/sbillenr/SB0073.htm>

<sup>6</sup><http://le.utah.gov/~2016/bills/static/HB0052.html>

<sup>7</sup><http://business.utah.gov/programs/office-of-outdoor-recreation/office-of-outdoor-recreation-grant-program/>

<sup>8</sup>T. Adams, Personal Communication, April 12, 2016

<sup>9</sup><http://business.utah.gov/wp-content/uploads/Corrected-Final-20153.pdf>

# WASHINGTON

The position of Senior Policy Advisor for Outdoor Recreation & Economic Development was created when SB 5843 was passed by the legislature and signed by Governor Jay Inslee mid-2015. Jon Snyder, a former Spokane city councilman, founder and former editor of outdoor publication *Out There Monthly*, and an all-conditions bike commuter, has served in this role since January 2015.

Washington took a similar route as Utah in creating the position through legislation, though it differs from both Utah and Colorado in that the position serves within the Office of Governor, not as an entity within the state's economic development agency. The recommendation for this position also came through a task force.<sup>10</sup> The Big Tent Coalition – a group of recreational user groups, businesses and non-profits – was an important voice in the passage of this legislation.

The purposes of the Senior Policy Advisor for Outdoor Recreation & Economic Development were clearly defined through the enabling legislation.



## WASHINGTON

### Key Duties and Responsibilities:

1. "Subject to the availability of amounts appropriated for this specific purpose, the governor must maintain a senior policy advisor to the governor to serve as a state lead on economic development issues relating to the outdoor recreation sector of the state's economy. The advisor must focus on promoting, increasing participation in, and increasing opportunities for outdoor recreation in Washington, with a particular focus on achieving economic development and job growth through outdoor recreation.
2. The success of the advisor must be based on measurable results relating to economic development strategies that more deliberately grow employment and outdoor recreation businesses, including:
  - a. Strategies for increasing the number of new jobs directly or indirectly related to outdoor recreation, with a short-term goal of increasing employment in the sector by ten percent above the one hundred ninety-nine thousand jobs estimated to be connected to outdoor recreation as of 2015; and
  - b. Strategies for increasing the twenty-one billion dollars of consumer spending in Washington, and the four and one-half billion dollars of spending from out-of-state visitors, estimated to be connected to outdoor recreation of 2015."<sup>11</sup>

### Key Priorities:

"I work for the Governor, but my job was created by the legislature at the urging of a wide variety outdoor recreation stakeholders. The legislature gave my position two main priorities:

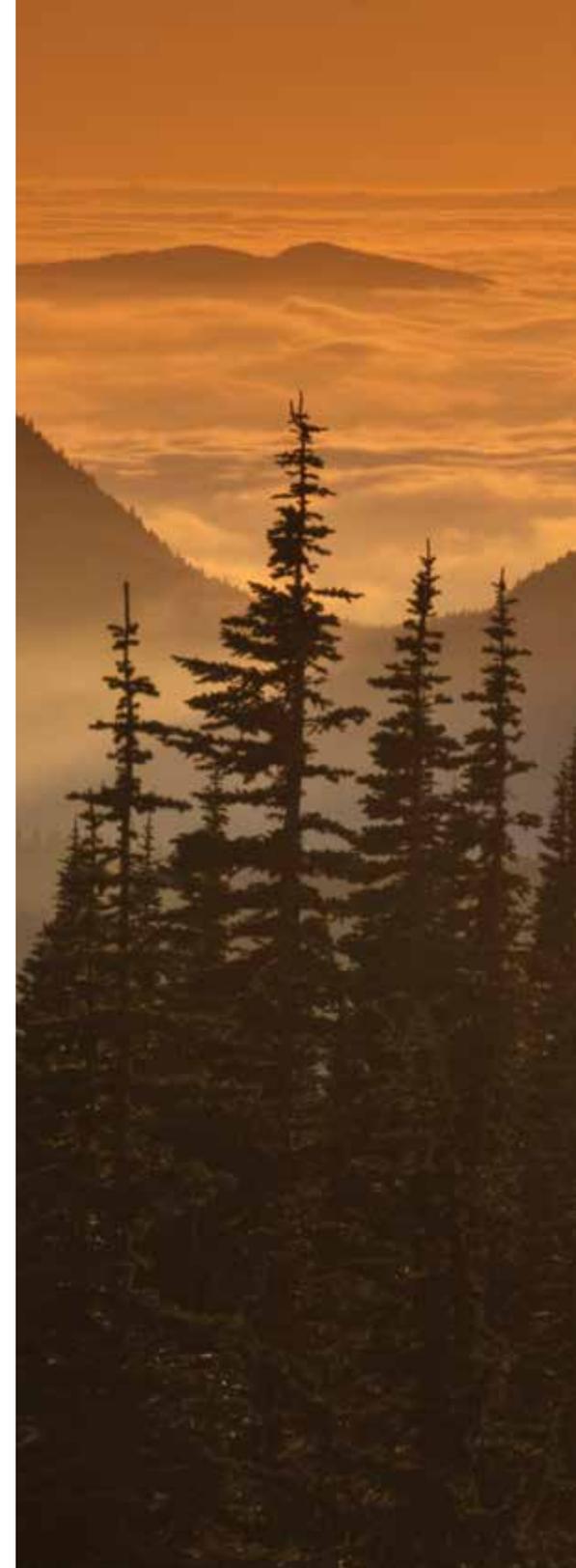
1. Develop strategies to increase outdoor recreation employment in Washington state
2. Develop strategies to increase outdoor recreation participation and consumer spending

The unstated third priority is that if you achieve the preceding two you also help Washingtonians better appreciate and support our amazing outdoor places.

As a policy advisor it is my job to bring an outdoor recreation perspective to all policy discussions, including analysis of legislation. Right now the focus is outreach; to better understand the opportunities and the challenges in all corners of the state. Already major themes have emerged: access to public land, funding for ongoing maintenance and improvements, improving industry data, mitigating impacts of climate change, the need for increased planning, and the imperative of raising the next generation of diverse outdoor recreation users. The next year we will work on impacting these concerns through possible legislation, budget items, and partnerships and policy changes outside the legislative process."<sup>12</sup>

" It gives the array of stakeholders in the outdoor community an opportunity to work with a single point person at high levels of government in order to raise awareness of the importance of outdoor recreation to Washingtonians, to our quality of life and to our economy. "

– Marc Berejka, Director of Government and Community affairs for REI



<sup>10</sup><http://rco.wa.gov/documents/ORTF/ORTF-Recommendations.pdf>

<sup>11</sup>SB 5843, 2015-2016, "Concerning Outdoor Recreation" <http://app.leg.wa.gov/billinfo/summary.aspx?year=2015&bill=5843>

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# COLORADO

The Colorado Outdoor Recreation Industry Office is housed within the Office of Economic Development & International Trade (OED),<sup>2</sup> The office has been led by renowned mountain guide and leadership guru Luis Benitez since its inception in June 2015.

The mission of the Outdoor Recreation Industry office is:

“We champion industry, communities, and people to come to life through Colorado’s great outdoors.”

This mission is pursued through work in economic development, recreational access, funding for conservation and workforce development. The office is advised by a stakeholder Outdoor Recreation Advisory Group, leadership within the Office of Economic Development & International Trade, and members of the Governor’s staff.



## COLORADO

### Key Duties and Responsibilities, as defined by OED, include:

- The Director will work closely with the Executive Director and peer senior leaders to collaboratively define, direct and execute the strategy of the Outdoor Industry agenda for the next term, including setting and achieving clear goals and reporting on the goals regularly.
- Act as senior advisor to the Governor and State Cabinet on the Outdoor Industry.
- The Director will be required to:
  - Understand and advocate for the Outdoor Industry within the State.
  - Engage with and act as the liaison to State agencies and resources to support foster and support the growth of businesses based in the State that provide services and products in the Outdoor Industry.
  - Identify key leaders throughout the Outdoor Industry ecosystem, leveraging their experience and relationships and partnering to assist in advancing the industry.
  - Work closely with other State and local agencies to leverage their assets and infrastructure for the benefit of the Outdoor Industry.
  - Work closely with communities across the State to plan for and foster a vibrant outdoor recreation ecosystem.
  - Utilize OED's analytical resources to publish an annual report on the economic, social and community impact of the Outdoor Industry across the State.
  - Work with OED's communication team to devise and execute a plan to raise awareness of the value and impact of the Outdoor Industry to the State's healthy economy.

“ Outdoor recreation is one of our prime and best sources for ongoing employment growth. We wanted the industry to have a voice at the state and federal level.”

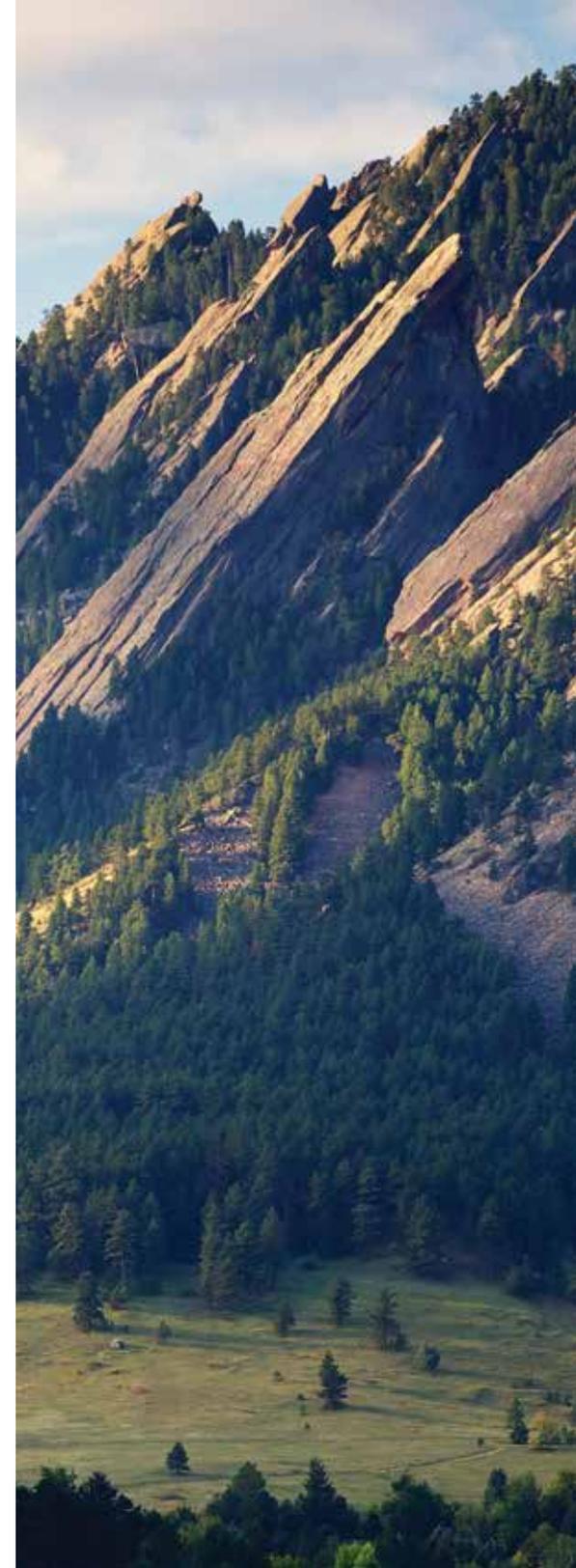
– **Fiona Arnold, executive director of the Colorado Office of Economic Development & International Trade**

### Key priorities include:

- Economic Development – Who is here and isn't here? If they are struggling, can we help? If they are successful, can we help? Strategic recruitment.
- Conservation and Stewardship – Understanding how to define protection for the natural resources that help our [Outdoor Recreation] economy grow.
- Education and Workforce Training – How do we remain competitive with our [Outdoor Recreation] workforce and move from just a seasonal employee base to a year round employee base?
- Industry Anchors – What new industry sectors do we want to attract to the state?<sup>3</sup>

<sup>2</sup><http://www.advancecolorado.com/business-colorado/outdoor-recreation-industry>

<sup>3</sup>L. Benitez, personal communication, March 25, 2016



# UTAH

Governor Gary Herbert unveiled Utah's "Outdoor Recreation Vision" in January 2013, which among other recommendations included a first-ever Office of Outdoor Recreation.<sup>4</sup> The Office of Outdoor Recreation Act, SB 73, passed in March 2013 formalizing the role. The office is currently led by Tom Adams, a competitive athlete and 20-year veteran of Utah's outdoor industry. Like Colorado's and Washington's, Utah's office is advised by a stakeholder committee.

The purposes of the Office of Outdoor Recreation, its position within the Office of Economic Development, and duties of the director were clearly defined in the enabling legislation.



## UTAH

### Key Duties and Responsibilities:

#### "Creation of office and appointment of director - Purposes of office.

1. There is created within the Governor's Office of Economic Development an Outdoor Recreation Office.
2.
  - a. The executive director shall appoint a director of the office.
  - b. The director shall report to the executive director and may appoint staff.
3. The purposes of the office are to:
  - a. coordinate outdoor recreation policy, management, and promotion:
    - i. among state and federal agencies and local government entities in the state; and
    - ii. with the Public Lands Policy Coordinating Office created in Section 63J-4-602, if public land is involved;
  - b. promote economic development by:
    - i. coordinating with outdoor recreation stakeholders;
    - ii. improving recreational opportunities; and
    - iii. recruiting outdoor recreation business;
  - c. recommend to the governor and Legislature policies and initiatives to enhance recreational amenities and experiences in the state and help implement those policies and initiatives;
  - d. develop data regarding the impacts of outdoor recreation in the state; and
  - e. promote the health and social benefits of outdoor recreation, especially to young people."<sup>5</sup>

HB 52, "Office of Outdoor Recreation Amendments" created an Outdoor Recreational Infrastructure Grant Program and was signed into law March 21, 2016.<sup>6</sup> 2015 was a pilot year for these outdoor infrastructure matching grants to local communities, with 19 communities receiving funding.<sup>7</sup>



### Key Priorities:

- Enhance our quality of life and economic vibrancy through balanced land management plans and policies. The Office will participate in creating solutions and policies that strike a sensitive balance between general development, motorized use, human powered activities, and preserving the unique natural experience that people seek in Utah.
- Promote Utah's natural beauty and the unmatched accessibility. Collaborate with the Office of Tourism to share the powerful and internationally recognized Utah-Life Elevated brand, while encouraging Utahns, and especially our youth, to experience the benefits of recreating right outside our back doors.
- Act as a clearinghouse of communication for the outdoor related stakeholders. Create effective forums for communicating recreation-based initiatives, sharing best practices, and generating new recreation management strategies.
- Grow and foster a vibrant recreation economy. Strategically partner with the counties to proactively enhance their recreation infrastructure, develop programs that support outdoor related start-ups, and provide support through GOED's business outreach services for the existing outdoor industry.<sup>8</sup>

### Key Accomplishments from 2015 Annual Report:<sup>9</sup>

- Extended the Outdoor Retailer Show in Salt Lake City to 2018, which has resulted \$468 million by attendees and \$43.6 million in city, county and state taxes since 1996.
- Saw passage of HB 324, which created the Utah Search and Rescue Assistance card. Funds from voluntary purchase reduce financial burden to search and rescue teams.
- Vista Outdoor, Armada Skis, Osprey Packs are among the outdoor industry companies moved to or expanded operations in Utah. The Office recorded 205 new outdoor recreation jobs in FY2014-2015.
- Outdoor Recreation Summits held in 2014 and 2015 brought together hundreds of thought-leaders, industry members, user groups and agencies.

<sup>4</sup><http://www.utah.gov/governor/docs/OutdoorRecreationVision.pdf>

<sup>5</sup><http://le.utah.gov/~2013/bills/sbillenr/SB0073.htm>

<sup>6</sup><http://le.utah.gov/~2016/bills/static/HB0052.html>

<sup>7</sup><http://business.utah.gov/programs/office-of-outdoor-recreation/office-of-outdoor-recreation-grant-program/>

<sup>8</sup>T. Adams, Personal Communication, April 12, 2016

<sup>9</sup><http://business.utah.gov/wp-content/uploads/Corrected-Final-20153.pdf>

# WASHINGTON

The position of Senior Policy Advisor for Outdoor Recreation & Economic Development was created when SB 5843 was passed by the legislature and signed by Governor Jay Inslee mid-2015. Jon Snyder, a former Spokane city councilman, founder and former editor of outdoor publication *Out There Monthly*, and an all-conditions bike commuter, has served in this role since January 2015.

Washington took a similar route as Utah in creating the position through legislation, though it differs from both Utah and Colorado in that the position serves within the Office of Governor, not as an entity within the state's economic development agency. The recommendation for this position also came through a task force.<sup>10</sup> The Big Tent Coalition – a group of recreational user groups, businesses and non-profits – was an important voice in the passage of this legislation.

The purposes of the Senior Policy Advisor for Outdoor Recreation & Economic Development were clearly defined through the enabling legislation.



## WASHINGTON

### Key Duties and Responsibilities:

1. "Subject to the availability of amounts appropriated for this specific purpose, the governor must maintain a senior policy advisor to the governor to serve as a state lead on economic development issues relating to the outdoor recreation sector of the state's economy. The advisor must focus on promoting, increasing participation in, and increasing opportunities for outdoor recreation in Washington, with a particular focus on achieving economic development and job growth through outdoor recreation.
2. The success of the advisor must be based on measurable results relating to economic development strategies that more deliberately grow employment and outdoor recreation businesses, including:
  - a. Strategies for increasing the number of new jobs directly or indirectly related to outdoor recreation, with a short-term goal of increasing employment in the sector by ten percent above the one hundred ninety-nine thousand jobs estimated to be connected to outdoor recreation as of 2015; and
  - b. Strategies for increasing the twenty-one billion dollars of consumer spending in Washington, and the four and one-half billion dollars of spending from out-of-state visitors, estimated to be connected to outdoor recreation of 2015."<sup>11</sup>

### Key Priorities:

"I work for the Governor, but my job was created by the legislature at the urging of a wide variety outdoor recreation stakeholders. The legislature gave my position two main priorities:

1. Develop strategies to increase outdoor recreation employment in Washington state
2. Develop strategies to increase outdoor recreation participation and consumer spending

The unstated third priority is that if you achieve the preceding two you also help Washingtonians better appreciate and support our amazing outdoor places.

As a policy advisor it is my job to bring an outdoor recreation perspective to all policy discussions, including analysis of legislation. Right now the focus is outreach; to better understand the opportunities and the challenges in all corners of the state. Already major themes have emerged: access to public land, funding for ongoing maintenance and improvements, improving industry data, mitigating impacts of climate change, the need for increased planning, and the imperative of raising the next generation of diverse outdoor recreation users. The next year we will work on impacting these concerns through possible legislation, budget items, and partnerships and policy changes outside the legislative process."<sup>12</sup>

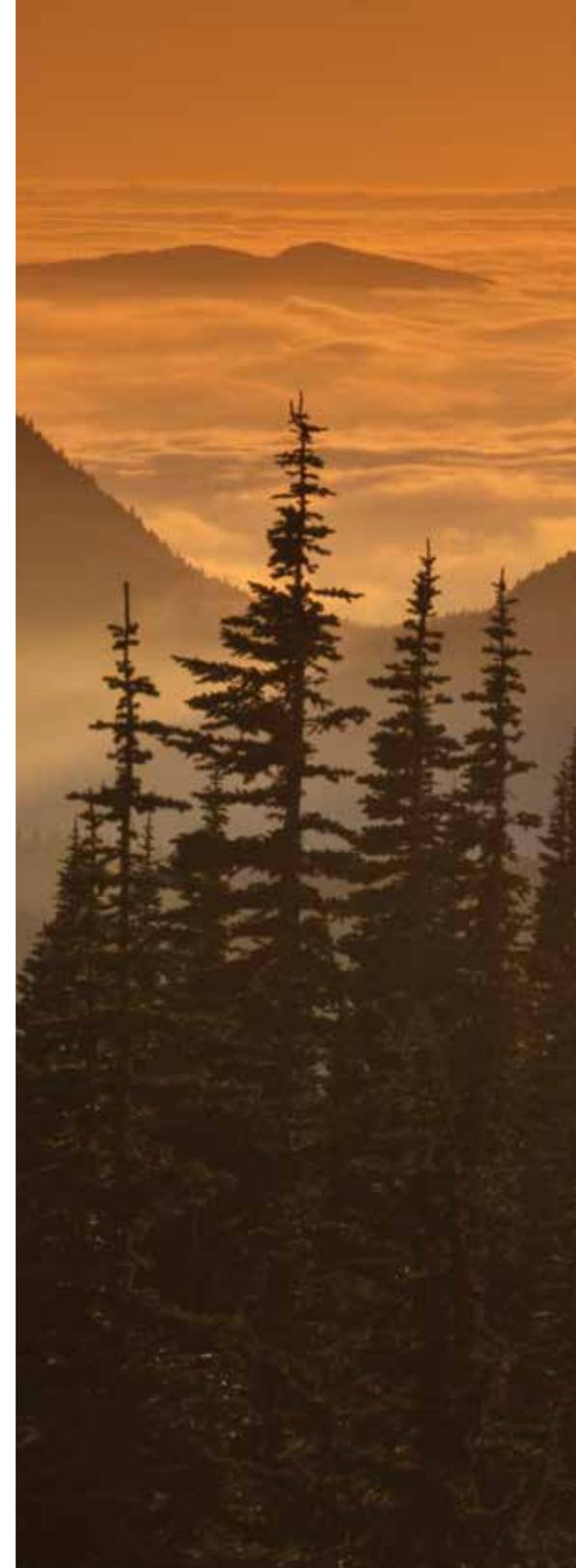
" It gives the array of stakeholders in the outdoor community an opportunity to work with a single point person at high levels of government in order to raise awareness of the importance of outdoor recreation to Washingtonians, to our quality of life and to our economy. "

– Marc Berejka, Director of Government and Community affairs for REI

<sup>10</sup><http://rco.wa.gov/documents/ORTF/ORTF-Recommendations.pdf>

<sup>11</sup>SB 5843, 2015-2016, "Concerning Outdoor Recreation" <http://app.leg.wa.gov/billinfo/summary.aspx?year=2015&bill=5843>

<sup>12</sup>J. Snyder, personal communication, March 25, 2016



[http://missoulian.com/news/local/u-s-forest-service-strategy-offers-candid-look-at-system/article\\_36ce9768-6fe3-51a3-a5f7-0c3ee997241d.html](http://missoulian.com/news/local/u-s-forest-service-strategy-offers-candid-look-at-system/article_36ce9768-6fe3-51a3-a5f7-0c3ee997241d.html)

FEATURED

MANAGING PUBLIC LANDS

# U.S. Forest Service strategy offers candid look at system in disarray

ROB CHANEY rchaney@missoulian.com Feb 6, 2016



TOM BAUER, Missoulian

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The recreation area at Lolo Pass attracts thousands of skiers, snowmobilers and snowshoe enthusiasts in the winter, and is run through a partnership between the U.S. Forest Service and local non-governmental organizations. That strategy has worked well for the Forest Service, which in its own recent analysis is generally lacking the funding and workforce resources to adequately manage public lands for recreation, heritage and wilderness.



Marshall Woods decision cuts commercial logging, roads in Rattlesnake Rec Area

A new strategy for managing public lands for recreation, heritage and wilderness paints a bleak picture of the U.S. Forest Service's own ability to tackle the job.

"You could say this looks like a D-minus report card," said George Bain, Forest Service Region 1 director of recreation, lands, minerals, heritage and wilderness. "To us, this is how it is. We wanted to take a good, hard look and develop a strategy for how to work in that world. We don't have all the money we'd want. We don't have all the workforce we'd want. We don't have the ability to take care of everything the way we'd like. This is the landscape we're working in. Let's see how to address this."

The 50-page document released last August got little notice outside the Region 1 Missoula headquarters. But it had been more than a year in the drafting, and it has been signed by



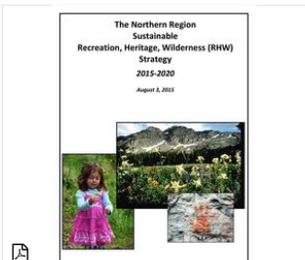
Conservation groups ask to join Kootenai snowmobile lawsuit



Idaho Fish and Game will keep monitoring wolves improperly collared in wilderness



Forest Service rules Idaho wolf-collaring violated wilderness permit



Northern Region Sustainable Recreation, Heritage, Wilderness Strategy  
Feb 5, 2016

## Region 1 strategic concerns

The introduction of the 50-page "Northern Region Sustainable Recreation, Heritage, Wilderness Strategy 2015-2020" lists nine issues of concern in Forest Service Region 1, headquartered in Missoula.

- Region 1's 1,658 developed recreation sites have an annual operations and management cost of \$10 million a year. In addition, there is \$25 million in deferred maintenance, with no funding available to address it over the next several years.

- Dispersed recreation includes more than 10,000 inventoried sites. Half of them exhibit resource damage. "There is no national or regional program direction/guidance."

Regional Forester Leanne Marten, her deputies and the supervisors of all 10 national forests that report to her.

In its introduction, the strategy states its intent "is not to identify additional work, but instead, to focus our limited workforce and budget on actions that: address common issues and needs; create long-term efficiencies for the field; and ensure sustainable program delivery to the public."

During the drafting process a year ago, Bain said the goal was to raise recognition of the Forest Service's recreation responsibilities in an agency many still associate with timber management.

And those responsibilities are daunting, according to the strategy's "Current state of affairs" section. It notes more than \$25 million in deferred maintenance with no funding available for the next several years. Region 1 has more than 10,000 dispersed recreation sites, half of which show damage, with "no national or regional program direction/guidance." The region administers 1,820 recreation special use permits of increasing complexity while "our workforce capacity, skills and funding continue to decrease."

"Workforce skills are also on the decline" in maintaining Region 1's 28,000 miles of trail. Most of the five Wild and Scenic River corridors lack completed management plans.

In late January, Bain delivered further bad news to a roundtable of recreation partners – Region 1's trail maintenance budget is taking a 30 percent cut. That's going to be phased in with 10 percent increments during the next three years. The money was getting reallocated to places like California that have more user-days of trail use.

Backcountry Horsemen agency liaison Dan Harper was at the trails meeting and came away concerned with how much Forest Service weight was being placed on partnership shoulders.

"The volunteers are close to being maxed out on what they can volunteer," said Harper, who regularly leads mule pack trains into the Bob Marshall Wilderness to resupply trail crews made of donated labor. "The Forest Service is rapidly losing anyone who knows how to run a crosscut saw or load a pack animal – the kinds of things necessary to maintain wilderness trails. And if they're not maintained for a few years, they're no longer usable."

Peter Aengst of the Wilderness Society's Bozeman office said while partnerships are a necessary part of the future, the problem was bigger than that.

"On one hand I feel for the Forest Service," Aengst said. "They are in a really tough spot here. But that doesn't give them a get-out-of-jail-free card. I can say thank you for being honest, (for) accurately describing the current situation and what that means and the challenges you're under. What's your answer?"

• The Heritage Program oversees more than 22,000 cultural resources. "Compliance workloads hinder our ability to focus on quality program delivery and realizing associated benefits."

• Recreation special uses produce 1,820 special use permits. "Our workforce capacity, skills, and funding continue to decrease."

• Scenery is considered "the most important aspect of visitor experience in the Northern Region ... Funding and workloads are focused on mitigation rather than enhancement or proactive management."

• Trails cover 28,000 miles of Region 1 forests. Demands and deferred maintenance continue to increase while budgets decrease. Workforce skills are also on the decline."

• Wilderness includes 15 designated areas and 5 million acres in Region 1. "Although our wilderness areas currently meet national quality standards, continued regional focus is necessary to ensure sustained partnerships and quality conditions on the ground."

• Wild and Scenic River designations apply to five rivers in Region 1. "Most do not have management plans completed."

recreation, heritage and wilderness



Missoulians race, play at annual Winter Carnival



Top 10 at Missoulian.com, Feb. 2-8

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**The answer could look** a lot like Lolo Pass this winter. Sitting on the border of two states and two national forests, Lolo Pass in winter attracts thousands of snowmobilers, cross-country skiers and powder hounds to its deep snowfields.

But while the Forest Service is responsible for virtually everything going on there, non-governmental organizations do almost everything that needs doing. The trails get groomed by a partnership between local snowmobile and Nordic ski clubs, using grant money provided by the Montana Department of Fish, Wildlife and Parks. While the Forest Service built the visitor center, four-fifths of the \$5 million cost came from the Montana and Idaho departments of transportation.

"Lolo has such unlimited potential to be a regional ski area," said Craig Krueger, president of the Missoula Nordic Ski Club, which helps groom the trails. "As time goes by, recreation is going to become more of a challenge. At this point, it's working for us. They (the Forest Service) have said if you want to groom, you have to find the money and labor. The grants we have are becoming more and more difficult to get."

Krueger said he understood the pressure to move to a fee system. But that also involves hiring someone to run the cash register, and someone to enforce permit use. At what point does that make it beyond the means of people who look to Forest Service lands as the affordable outdoor recreation source?

The Forest Service strategy puts up four targets: publicity, funding, workforce and partnerships. Bain said the first step was better marketing of what the Forest Service had to offer – both to visitors coming to national forests and the communities that benefit from that traffic.

"We need to make it easier for if you want to come to Montana and rent a lookout – where's where you go?" Bain said. "You shouldn't have to stumble on it."

The funding step involves both setting priorities for necessary work and finding sources of money. That probably includes new fees for many sites and services. Past attempts at Forest Service use fees have ranged from small pilot projects like day-use permits at Holland Lake to more comprehensive menus at some national forests in California and Arizona. Almost everywhere, they've been controversial.

"Fees are one of the things that can help us help ourselves," Bain said. "We know we crossed the line in a few places. That's a big part of the communication plan. We need to make sure it's ready. Everything is not as cookie-cutter like it is at the National Park Service."



Marten sees challenges ahead for Forest Service Region 1

The workforce issue has seen some recent remarkable changes. In the past year, the Forest Service has offered new career-leadership tracks admitting workers with college degrees outside the traditional biological science field. That's opened opportunities for those with backgrounds in recreation management, historical analysis and other interdisciplinary studies to reach management positions.



Randonee skiers shun Snowbowl lifts for radical workout

Bain said the Forest Service's multi-use mission has always included recreation, heritage and wilderness. The strategy intends to refocus attention on those components before their deferred needs become unfixable.

"I think there is more awareness and focus on these programs than there was in the past," Bain said. "We want to communicate that - share that with the public at large. We want to explain what these resources mean to community stability and local economy.



Federal government eyes service cuts at Montana border crossing to Canada

"After World War II, we were all about timber. We were the government side of timber production. Now we have a clearer recognition of ecosystem functions, wildfire, climate change and the need to do restoration work. There's a nexus between healthy forests and where people want to go recreate. It's not all rosy. But it's not all broken either."



PERC scholar suggests more fees to fix public land management



Gallatin County rescuers respond to snowmobile crash





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** June 21, 2016

**Departments: Board of Supervisors**

**TIME REQUIRED** 30 minutes (5 minute presentation;  
25 minute discussion)

**PERSONS APPEARING BEFORE THE BOARD** Supervisor Corless

**SUBJECT** Motion to Reconsider RCRC Board Reassignment

### AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Motion to Reconsider item 9.H. from May 10, 2016 Board agenda: Potential Reassignment of Board Member(s) to the Rural County Representatives of California (RCRC).

### RECOMMENDED ACTION:

1. Motion to reconsider item 9.H from May 10, 2016: Board decision against reassignment of County's representative to the Rural County Representatives of California (RCRC).
2. If motion passes, consider and possibly take one of the following actions:
  - a. Reverse current assignments, making Supervisor Alpers the primary representative to RCRC and Supervisor Fesko the alternate.
  - b. Assign another Supervisor (Stump, Corless, or Johnston) as the primary and keep Supervisor Alpers as alternate.
  - c. Assign other Supervisors to both primary and alternate appointments.
  - d. Keep assignments the same as present.

### FISCAL IMPACT:

None

**CONTACT NAME:** Leslie Chapman

**PHONE/EMAIL:** 769-932-5494 / lchapman@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR  
**PRIOR TO 5:00 P.M. ON THE FRIDAY  
32 DAYS PRECEDING THE BOARD MEETING**

**SEND COPIES TO:**

### MINUTE ORDER REQUESTED:

YES  NO

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**ATTACHMENTS:**

|                                                 |
|-------------------------------------------------|
| Click to download                               |
| <a href="#">Staff report</a>                    |
| <a href="#">Original Staff Report - 5/10/16</a> |

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**History**

| <b>Time</b>        | <b>Who</b>                   | <b>Approval</b> |
|--------------------|------------------------------|-----------------|
| 6/15/2016 8:51 AM  | County Administrative Office | Yes             |
| 6/15/2016 12:04 PM | County Counsel               | Yes             |
| 6/15/2016 5:35 PM  | Finance                      | Yes             |



Larry Johnston~District One    Fred Stump~ District Two    Tim Alpers ~ District Three  
Tim Fesko ~ District Four    Stacy Corless ~ District Five

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## **BOARD OF SUPERVISORS COUNTY OF MONO**

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P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5538 • FAX (760) 932-5531

*Bob Musil, Clerk of the Board*

June 21, 2016

**To:** Honorable Board of Supervisors

**From:** Supervisor Stacy Corless

**Subject:** Motion to Reconsider Potential Reassignment of Board Member(s) to the Rural County Representatives of California (RCRC)

**Recommended Action:**

1. Motion to reconsider item 9.H from May 10, 2016: Board decision against reassignment of County's representative to the Rural County Representatives of California (RCRC).
2. If motion passes, consider and possibly take one of the following actions:
  - a. Reverse current assignments, making Supervisor Alpers the primary representative to RCRC and Supervisor Fesko the alternate.
  - b. Assign another Supervisor (Stump, Corless, or Johnston) as the primary and keep Supervisor Alpers as alternate.
  - c. Assign other Supervisors to both primary and alternate appointments.

**Discussion:**

On May 10, 2016, our board voted to not reassign the position of Mono County Representative on the Board of RCRC. After much consideration and with new information, I wish to make a Motion to Reconsider, for the following reasons:

- 1) Information that came to light after the 5/10/16 meeting, including further review of RCRC, Sierra County and Inyo County meeting minutes indicate inconsistencies in reporting out the discussion and actions taken at RCRC's December 2015 Board of Directors Meeting.
- 2) Maintaining the current assignment to RCRC weakens Mono County's position within the organization, as actions by our current representative have brought the County into disrepute. This is both due to confusion and errors made around Mono's potential inclusion in RCRC-sponsored legislation earlier this year, and due to behavior at the May 10 meeting.
- 3) Sending Supervisor Alpers, a former President of RCRC, to represent Mono in Sacramento will help rebuild trust and strengthen the County's position within the organization. Supervisor Alpers is willing to take the RCRC assignment, and I am willing to serve as alternate if needed.

**Fiscal Impact:** None



# COUNTY OF MONO

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P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5410 • FAX (760) 932-5411

*Leslie L. Chapman*  
County Administrative Officer

May 10, 2016

**To:** Honorable Board of Supervisors

**From:** Leslie Chapman, CAO

**Subject:** Potential Reassignment of Board Member(s) to the Rural County Representatives of California (RCRC)

**Discussion:**

A request has been made by Supervisor Johnston to consider reassignment of the Board Members who are assigned by the Board to represent Mono County on the RCRC Board of Directors. The current representatives are Supervisor Fesko (Primary) and Alpers (Alternate).

**Recommended Action:**

Potential Options Include:

1. Reverse the assignments, i.e., Supervisor Alpers (Primary) and Supervisor Fesko (Alternate).
2. Assign one of the other Supervisors (Stump, Corless, or Johnston) as Primary and keep Supervisor Alpers as Alternate.
3. Assign other Supervisors to both Primary and Alternate appointments.
4. Keep assignments the same as present.

**Fiscal Impact:** None