



# **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**

### **October 20, 2015**

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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**

Departments: Clerk of the Board

Approve minutes of the Regular Meeting held on October 6, 2015.

**B. Board Minutes**

Departments: Clerk of the Board

Approve minutes of the Special Meeting held on October 7, 2015.

**C. Board Minutes**

Departments: Clerk of the Board

Approve minutes of the Special Meeting held on October 8, 2015.

**3. RECOGNITIONS - NONE**

**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. Maternal, Child, and Adolescent Health (MCAH) Agreement Funding Application**

Departments: Health Department

Proposed agreement with California Department of Public Health (CDPH) Maternal, Child, and Adolescent Health (MCAH) Program for FY 2015-16.

**Recommended Action:** Approve County entry into agreement and authorize Chair of the Board of Supervisors to sign the Agreement Funding

Application (AFA)/Update Form for the Maternal Child and Adolescent Health (MCAH) Program for FY 2015-16. Additionally, provide authorization for the Public Health Director to approve amendments and/or revisions that may occur during the agreement period.

**Fiscal Impact:** There is no fiscal impact on the County General Fund. MCAH funding is a mix of federal and local public health realignment dollars. The local funding is required by the Federal Government to draw down the Title XIX funds. The MCAH budget for FY 2015-16 is \$115,643, from the following funding sources: Federal Title V \$80,008 Federal Title XIX \$46,936 Local Health Realignment \$42,638 Total \$169,582.

**B. Hiring Freeze Variance Request**

Departments: Probation

Probation Department request for a variance to the hiring freeze to hire a Deputy Probation Officer V (DPO V).

**Recommended Action:** Approve hiring freeze variance and authorize the Probation Department Chief of Probation to initiate recruitment of a DPO V.

**Fiscal Impact:** No fiscal impact to the Mono County General Fund. Position to be filled from within Mono County Probation Department. Increase in salary and benefits for this fiscal year will total \$17,164 (\$6,489 salary and \$10,675 benefits) and will be fully funded by Community Corrections Partnership (CCP) which was previously approved by the CCP Executive Committee and is included in the approved 2015/16 budget.

**C. Amendment to Department of Health Care Services Substance Use Disorder Contract**

Departments: Behavioral Health

Proposed contract amendment with Department of Health Care Services for Substance Use Disorder prevention, treatment and recovery.

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

**Fiscal Impact:** There is no fiscal impact to the Mono County General Fund. This amendment reflects an increase in maximum amount payable by \$3,915 and is amended to read, \$1,201,944 (a change from the original amount of \$1,198,029).

**D. Aggregate Crushing Bid Results and Contract Award**

Departments: Public Works, Solid Waste Division

Proposed contract with Mamco, Inc. pertaining to Aggregate Crushing at Benton Crossing Landfill.

**Recommended Action:** Authorize Public Works Director to execute a contract

with lowest responsible bidder (Mamco, Inc. dba Alabassi) for Aggregate Crushing Services at Benton Crossing Landfill, in the amount of \$81,200. Authorize Solid Waste Superintendent to approve any necessary change orders within statutory limits.

**Fiscal Impact:** Not to Exceed \$100,000 from the Solid Waste Enterprise Fund. This is included in the 2015-16 Board Approved budget.

**E. Appointment of Mono County Economic Development, Tourism & Film Commissioner**

Departments: Economic Development

Geoffrey McQuilkin has applied for the Mono County Economic Development, Tourism & Film Commission which involves a 4-year term, beginning October 20, 2015 through June 30, 2019. This appointment will fill the vacancy on the Commission left by the resignation of Bill Banta, District 3.

**Recommended Action:** That the Board appoint Geoffrey McQuilkin to the Mono County Economic Development, Tourism & Film Commission for a 4-year term beginning October 20, 2015 and ending June 30, 2019.

**Fiscal Impact:** None.

**F. Response to Grand Jury Report**

Departments: Board of Supervisors, CAO, County Counsel

Response by Board of Supervisors to 2014-15 grand jury final report. (This matter was discussed at the last Board meeting and the Board directed staff to make various revisions to a draft response, which have been incorporated into this "final" version of the response.)

**Recommended Action:** Approve and authorize Board Chair to sign proposed letter to presiding judge regarding the Board of Supervisors' response to the 2014-15 grand jury final report.

**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 Department of Transportation**

Departments: Clerk of the Board

Correspondence dated October 6, 2015 received from the Department of Transportation regarding a Commission Vacation Resolution for Vacation #215 covering a portion of Material Site 190, Baseline Pit.

**B. Letter from Bureau of Land Management**

Departments: Clerk of the Board

Letter and information dated October 6, 2015 received from the Bureau of Land Management regarding the implementation of sagebrush restoration in the Bodie Hills.

**C. Firefighter of the Year Awards**

Departments: Clerk of the Board

Flyer received from Bridgeport Christian Fellowship announcing their Firefighter of the Year Awards to take place on October 29, 2015.

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**9. REGULAR AGENDA - MORNING**

**A. Plastic Bag Ban Ordinance**

Departments: Public Works, Solid Waste Division

15 minutes (10 minute presentation; 5 minute discussion)

(Tony Dublino) - Presentation by Tony Dublino regarding potential Mono County Ordinance banning single-use plastic bags.

**Recommended Action:** None (informational only). Provide any desired direction to staff.

**Fiscal Impact:** None.

**B. Appeal of Variance 15-001**

Departments: Community Development Department

Public Hearing - 10:00 a.m. / 1 hour

(Courtney Weiche) - Appeal by Matthew Lehman, Lehman Investments LLC, of the Planning Commission's approval of noise Variance 15-001/Lower Rock Creek Mutual Water Company.

**Recommended Action:** Conduct a public hearing to receive all relevant testimony in considering the appeal by Matthew Lehman and Lehman Investments LLC of noise Variance 15-001/ Lower Rock Creek Mutual Water Company (LRCMWC), and either affirm, affirm in part, or reverse the Planning Commission's decision granting the variance, making appropriate findings.

**Fiscal Impact:** No impact to general fund.

**C. Mammoth Lakes Town Council Update**

Departments: Board of Supervisors

30 minutes (15 minute presentation; 15 minute discussion)

(Michael Raimondo, Town Mayor and Dan Holler, Town Manager) - Mammoth Lakes Town Council Update from the Town Mayor and Town Manager to the Mono County Board of Supervisors.

**Recommended Action:** None. Informational Only.

**Fiscal Impact:** None.

**D. Budget Amendment - Senior Program**

Departments: Social Services

30 minutes (10 minute presentation; 20 minute discussion)

(Kathy Peterson) - The Department wishes to amend the Senior Services budget and request the use of contingency funds to purchase the services of Community Service Solutions, a non-profit organization located in Walker, to provide part-time assistance with Senior Service program operations until the full-time Mono County Site Coordinator returns from extended leave.

**Recommended Action:** Approve budget amendment request in the amount of \$11,580 and appropriate funds from contingency by decreasing contingencies and increasing operating transfers out by \$11,580 in the general fund and increasing operating transfers in and increasing contract services by \$11,580 in the Senior Program budget (4/5ths vote required).

**Fiscal Impact:** Contingency funds would be appropriated in the amount of \$11,580 as an increase to the Contract Services Line Item in the Senior Services budget. There is no overall impact to the General Fund.

**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): Marshall Rudolph, John Vallejo, Leslie Chapman, and Lynda Salcido. 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 - Public Employment**

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Risk Manager.

**C. Closed Session - Public Employment**

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrator.

**D. Closed Session - Public Employment**

PUBLIC EMPLOYMENT. Government Code section 54957. Title: HR Manager.

**E. Closed Session - Public Employment**

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Counsel.

**REGULAR SESSION TO RECONVENE AFTER CLOSED SESSION.**

**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. Library Funding**

Departments: Clerk of the Board

1 hour (15 minute presentation; 45 minute discussion)

Discussion regarding library finances and funding options. The questions included in the agenda packet were provided by the Bridgeport Friends of the Library.

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

**Fiscal Impact:** None at this point, although the library currently has a budget deficit of approximately \$65,000.

**ADJOURN**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     October 20, 2015

**Departments:** Clerk of the Board

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**             Board Minutes

**AGENDA DESCRIPTION:**

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

Approve minutes of the Regular Meeting held on October 6, 2015.

**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

[10-06-15 Draft Mins](#)

**History**

Time	Who	Approval
10/14/2015 3:32 PM	County Administrative Office	Yes
10/14/2015 5:48 PM	County Counsel	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 Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

**Regular Meeting  
October 6, 2015**

Flash Drive	#1005
Minute Orders	M15-198 to M15-202
Resolutions	R15-69 to R15-70
Ordinance	ORD15-07

9:00 AM Meeting Called to Order By Chairman Fesko.

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

*Break: 9:56 a.m.  
Reconvene: 10:07 a.m.  
Closed/Session: 11:58 a.m.  
Adjourn: 3:20 p.m.*

Pledge of Allegiance led by Chairman Fesko.

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>

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

*No one spoke.*

**2. APPROVAL OF MINUTES**

**A. Board Minutes**

**Action:** Approve minutes of the Regular Meeting held on September 8, 2015.

**Johnston moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**M15-198**

**Note**

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

## **B. Board Minutes**

Departments: Clerk of the Board

**Action:** Approve minutes of the Regular Meeting held on September 15, 2015.

**Corless moved; Fesko seconded**

**Vote: 4 yes; 0 no; 1 abstain: Stump**

**M15-199**

### **3. RECOGNITIONS - NONE**

### **4. BOARD MEMBER REPORTS**

#### **Supervisor Alpers:**

- He has had a standing invitation from Deborah Hess, SCE to the Government Affairs Program, it's held quarterly. He reported back to the board the last time. Thinks we need to have a regular appointment from our Board involved in these meetings; he'll investigate this further and bring back additional information.
- 9/27 - Attended the Mono Basin Solar Walk organized by David and Janet Carle. A crowd of about 35 people participated. Interesting discussion about all aspects of solar installation, and a great reaction our "Solar Pioneers" as their steps taken toward renewable energy were honored. Jim Harper, the founder of Sierra Solar in 1989, was on hand to answer many questions. Shelley Channel, owner of Channel Shell in LV, was recognized as having the first service station in California powered by solar energy. He was very gracious to show the attendees around his facility. Supervisor and Supervisor Stump spoke to the County's effort installing, via grant dollars, solar systems at both the Lee Vining and Crowley Lake Community Centers. They shared the Board's goal of encouraging solar energy use throughout the County as the County General Plan update moves forward. Much interest was expressed by attendees in adding solar to their homes.
- 9/30 - Attended the Travel Channel dining special program at the Whoa Nellie Deli in LV. Owner Dennis Domaille, the deli staff and he were interviewed by the Travel Channel camera crews for a show to air later this winter. It was a well organized and very professional operation and the show will undoubtedly draw more mountain cuisine lovers to Mono County!
- 10/3 - Attended memorial services for Gordon Alper held at the main foyer at the College in Mammoth. A standing room only crowd was in attendance as Gordon was remembered and honored by a variety of friends and family.
- Unable to attend anniversary of Yosemite National Park; unless you got there the night before and had a place to stay and arrive early the next morning, you couldn't get in. He did send a letter of congratulations on behalf of himself and the board.

#### **Supervisor Corless:**

- She just returned from vacation from Switzerland for two weeks.
- Whoa Nellie Deli event – very happy that Supervisor Alpers was there to attend.
- Attended Behavioral Health training regarding trauma informed treatment.
- Finishing touches on Strategic Planning Presentation to go before the board.
- Copied on letters (and board resolutions) to OES regarding tree mortality Issue – Mariposa and Madera counties. They are requesting declaration of emergency to obtain funding – they'd like a letter of support from Mono

#### **Note**

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- County so she will request to agendaize this.
- Disturbing news about District 5 resident, Dr. Jonathan Bourne, indicted on charges of removing archeological artifacts from Inyo and Sierra National Forests, and Death Valley National Forest.
- The land and water conservation fund was not part of the federal funding deal—was allowed to expire. This could have negative effects for recreation and conservation on our public lands, including the Inyo National Forest
- 10/10: Fisheries Commission-sponsored cleanup on Mammoth Creek—invite all to join at 8:30 am at Mammoth Creek Park for a few hours of stream cleanup and willow planting.

**Supervisor Fesko:**

- September 17 - EMS Ad Hoc – The committee continues to work thru possible options, attempting to have multiple options, with each ranked by preference. Also attended Bridgeport RPAC
- September 22 - EMS Ad Hoc, a workshop with Tom Lynch from ICEMA (Inland Counties Emergency Medical Services Agency). This was a presentation followed by a Q&A session.
- September 22 – 25
  - RCRC Annual Meeting
    - Workshops were held on a number of topics including;
    - (1) The Future of our Golden State, a view on our dynamic economies and how California is made of varies economies from the Coastal area, into the Central valley, into the mountainous regions.
    - (2) What in California – What the Future holds. With California's population projected to be more than 40.8 million by 202, a nearly 33 percent increase over the past 25 years.
    - (3) The environmental impacts of illegal Marijuana Cultivation in our rural counties, especially on our State and Federal lands
    - (4) The Hidden World of Human Trafficking on California's Rural Counties. It is estimated that more than 300,000 children are being trafficked at any given time in the US.
    - (5) The Future of Federal Land Payments. While it SRS and PILT are up in the air as to future funding. The general feel is that these will be going away so Counties must look at long term solutions.
  - State update - Marijuana Legislation update – Three bills (AB266, SB 643, AB 243). These three bills are awaiting signature by the Governor. This is belief that he will not sign the bills, but rather allow the clock to run out at which point they will automatically become law. A political way of saying "I never signed the bill!"
  - Discussed the baskets he put together. Supervisor Fesko to write a letter of thanks.
- October 1 - EMS Ad Hoc – Great meeting. Presentations by Judd Symons from Symons Ambulance; Dave Forgerson, Fire Chief with East Fork Fire District; Dan with Mono County EMS. After all three presentations, nearly a two hour Q&A session took place with many great questions by the Committee members. Not sure the six month original timeframe will be enough time.
- Attended Antelope Valley RPAC that same evening.
- October 3 – attended Antelope Valley Lions Club Annual BBQ. Great turnout.

**Supervisor Johnston:**

- Noted the Measure Z election is going on today in Mammoth Lakes.
- Attended the IMACA meeting; there will be three new board members. The

**Note**

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new Head start facility is nearing completion and there may be some playground work added very shortly - IMACA staff has done a terrific job in securing funding and moving the project forward.

- Attended the Mammoth Lakes Housing meeting; still working on the non-governmental organization workshop and process with the Town Council and other NGOs. Also gearing up for biannual strategic plan review for MLH.
- Having on-going discussions with a few individuals regarding the Great Basin Unified APCD and Mammoth Community Water district issues surrounding the ORMAT geothermal project.
- Related that the federal government averted a shutdown with a 10 week extension; included in the legislation was fast-forwarded PILT payments (\$37 million) and emergency wildfire funding (\$700 million). On the horizon is the likely forthcoming contentious debt ceiling debates.
- Reminded Board and staff of the upcoming December CSAC annual meeting; early-bird registration this Friday.
- Asked if anyone understood why the sobriety checkpoint (CHP/Town) that was recently conducted on Hwy 203 was at the entry to Town instead of the exit of Town; wouldn't a potentially drunk driver already have been on the open highway for some time if stopped at the entry to town?

**Supervisor Stump:**

- 9-14 : Chalfont RPAC; RACE Communications has started hooking residents up to Fiber Optic internet
- 9-17, 9-22 and 10-1 : Attended EMS Committee Meetings; Committee has gathered a great deal of information that the full Board will have to consider in deciding the future of EMS Ambulance services in the County
- 9-22 : CSA 1; Community Project Planning Workshop scheduled for 10-7 with flyers mailed to all CSA 1 service area residents; they have a workshop tomorrow night to deal with planning, skateboard park, and other issues. Recognition to them to reach out to public about improvements in Crowley Lake.
- 9-25: State Parks OHV Commission held a meeting in Mammoth. I had intended to be present but had an unexpected medical appointment. Apologies to Supervisor Corless for not making it
- 9-27 : Solar Walk in Lee Vining; purpose of the walk was to encourage small scale solar projects. County received an award made by local children for the solar work on the Lee Vining and Crowley Community Centers
- 9-29 : Conference call with Inyo Supervisor Matt Kingsley and Phil Kiddoo of the Great Basin Unified Air Pollution Control District to work on a letter from the GBUAPCD Board concerning smoke impacts.
- Apologized for absence on 9-15. The other Board members did not want what he had. Also missed a Community meeting in Paradise on 9-16. Thanks to Scott and Gerry for covering. Heard that the meeting went well.
- Received email from Deborah Hess at SCE, they have eliminated her position. We will no longer have a local.
- Attended the "RED" grant report.

**5. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

**Lynda Salcido:**

- 9/17 – was scheduled to attend EMS meeting but got very sick with flu.

**Note**

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- They closed Pickle's Meadow child care due to severe stomach flu.
- 9/22 – attended EMS meeting;
- 9/25 – Sarah Messerlian's last day with the county. Risk Mgmt now being handled by CAO and County Counsel.
- 9/25 – Southern Mono Healthcare District Meeting – move to new facility in Bridgeport is almost ready to happen; kudos to Public Works.
- 10/1 – EMS meeting in Lee Vining; well attended. A lot of questions arose as a result of three great presentations.
- 10/5 – Strategic Plan meeting.
- Leaves tomorrow to San Diego to attend CHIAP conference.
- In CAO, Risk Mgmt and HR is Megg Hawkins and Shawna; county counsel.

## 6. DEPARTMENT/COMMISSION REPORTS

### **Megan Mahaffey:**

- Block Grant Program awarded in the amount of \$750,000.

### **Scott Burns:**

- Planning component of Block Grant money awarded: would like to update housing element – what is circumstance, what kind of circumstance?
- Big thank you to Megan.

### **Joe Blanchard:**

- CDBG Funding – ADA restrooms; Walker Lake, Gull Lake and Benton; they've received permit for Walker.
- They have to spend \$75,000 soon in order to apply for next round of funding.
- Overflow irrigation – Crowley Lake Ballfield; finished a few weeks ago; CSA #1 funded trees there (copy of trees given out to board).

### **Molly DesBalliets:**

- As First 5: Applied for part of CDBG grant – got \$500,000 for preschools in Bridgeport (renovations, play yard construction and operation for one year); will be pursuing funding for additional years. (Supervisor Stump brought up Benton Tribe.)

### **Leslie Chapman:**

- Thanked Megan Mahaffey for these grants; has a great knack of paying attention to what the needs of county are and then going out and finding funding for the need.

### **Bob Musil:**

- We are conducting a special election this morning in Mammoth; two precincts: Community Center and Suite "Z". Everything is working out well. Appreciates Public Works, Planning and I.T. for all their assistance.
- SCE – they have requested to come before board next week for presentation.

### **Sheriff Ingrid Braun:**

- Pushing forward for Explorer program (ages 14-18 that are interested in careers in law enforcement); will be doing recruitment, also looking for adult volunteers. No cost to students, county or town due to generous sponsor. Exciting opportunity.
- She presented at meeting on ICS;
- Benton Hills – law enforcement resources; felony fled from law enforcement twice. Pursuit; was captured.

## 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.)

### **Note**

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**A. Pledge of Revenue for Corrective Action at County Landfills**

Departments: Public Works, Solid Waste Division

Proposed Resolution Approving Pledge of Revenue Agreement Establishing Financial Assurance for Corrective Action for the Benton, Chalfant, Pumice Valley, Bridgeport and Walker Landfills.

**Action:** Adopt proposed resolution, R15-69, "A Resolution of the Mono County Board of Supervisors Approving a Pledge of Revenue Agreement Establishing Financial Assurance for Corrective Action for the Benton, Chalfant, Pumice Valley, Bridgeport and Walker Landfills."

**Johnston moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**R15-69**

**B. Hiring Freeze Variance/Allocation List Change**

Departments: Public Works

The Allocation List change is due to facilities staff taking on additional duties after a vacant administration position was not refilled. The change in the allocation list eliminating Lead Worker and adding Work Order Technician more adequately describes the job duties being performed.

**Action:** Adopt Resolution #R15-70, authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to reflect the addition of one Work Order Technician and delete one Maintenance Leadworker in the Public Works Department.

**Johnston moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**R15-70**

**C. Community Recidivism and Crime Reduction Program**

Departments: PROBATION

Request for Proposal for the Community Recidivism and Crime Reduction Program. Available funding for the Community Recidivism and Crime Reduction Services Grant program is projected to be \$5000.

**Action:** 1. Approval of Probation Department to submit application for the Community Recidivism and Crime Reduction Services Grant program in the amount of \$5000. 2. Amend the Juvenile Institutions 2015-16 Board Approved budget by Increasing grant revenues and expenditures by \$5,000 each.

**Johnston moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**M15-200**

**D. CALPERS SDMGMT Contract Amendment Ordinance - Second**

**Note**

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## Reading

Departments: Finance

Proposed ordinance No. ORD15-\_\_\_\_\_, An Ordinance of the Board of Supervisors, County of Mono Authorizing an Amendment to the Contract Between the Board of Supervisors, County of Mono and the Board of Administration of the California Public Employees' Retirement System.

**Action:** Adopt proposed ordinance No. ORD15-07, An Ordinance of the Board of Supervisors, County of Mono Authorizing an Amendment to the Contract Between the Board of Supervisors, County of Mono and the Board of Administration of the California Public Employees' Retirement System.

**Johnston moved; Alpers seconded**

**Vote: 5 yes; 0 no**

**ORD15-07**

### 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. Authorization to Bid for the Bridgeport Memorial Hall Remodel Project

Departments: Public Works

(Joe Blanchard) - The remodel project consists of demolition, constructing mechanical/storage rooms, serving bar, accessible wheelchair lift, theater stage and seating area, and second floor restrooms at the Memorial Hall Building located at 73 North School Street in Bridgeport.

**The renovation plan set, too large to attach to the agenda itself, can be viewed by visiting the link below:**

[http://www.monocounty.ca.gov/sites/default/files/fileattachments/Board%20of%20Supervisors/calendar\\_event/3579/2014\\_mem\\_hall\\_renov\\_plan\\_set\\_-\\_pgs\\_1-64.pdf](http://www.monocounty.ca.gov/sites/default/files/fileattachments/Board%20of%20Supervisors/calendar_event/3579/2014_mem_hall_renov_plan_set_-_pgs_1-64.pdf)

**Action:** Approve bid package, including the project manual, project plans, and Notice of Exemption for the Bridgeport Memorial Hall Remodel Project. Authorize the Public Works Department to advertise an Invitation for Bids and to issue the project for bid.

**Fesko moved; Corless seconded**

**Vote: 5 yes; 0 no**

**M15-201**

**Joe Blanchard:**

- Introduced item; brief explanation of history, etc.
- Went over details of staff report.
- This project could start in late November if everything pushes through.
- They are fully general funded.

#### Note

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



**Supervisor Fesko:**

- Asked about “bid” process.
- Will the county be in the running?
- What is timing? When is cut-off date?
- Is Public Works budget depended on them getting this project?
- Feels this CSA really steps up; he’s proud to represent them.

**Supervisor Stump:**

- Is most of work interior work allowing for winter work?
- If Public Works does this, will current staff be utilized on current salaries?
- Will there be a saving to Public Works?
- Fully budgeted general fund anyway or do they need the CSA funds?
- Does community here fully support this?

**Leslie Chapman:**

- This project was budgeted for in General Fund.
- We will have to take a look at it mid-year if Public Works does not get project.

**Steve Noble:**

- He’s here in support of this project; they’ve had it on their list for a long time.
- They are very excited about getting this accomplished; they feel it will be good for county as a whole.
- Community very much supports this project.

**Supervisor Johnston:**

- Commended CSA #5 for choosing this as a project; very worthwhile.

**B. Long Term Planning for Conway Ranch**

Departments: Public Works

(Tony Dublino) - Presentation by Tony Dublino regarding the options for long-term planning for the County's Conway Ranch property.

**Action:** Direct staff (Tony Dublino, Solid Waste Department) to prepare a Strategic Facilities Plan and take out to at least four (or at the option of staff an extended number of) public meetings throughout the county (north county, Lee Vining, Mammoth and south county) and to have these tasks completed by May 1, 2016. At this time, the components of the Plan will be submitted to the Planning Commission for their discussion and/or approval and then be presented to the Mono County Board of Supervisors for their approval.

**Alpers moved; Corless seconded**

**Vote: 3 yes; 2 no: Stump and Johnston**

**M15-202**

**Tony Dublino (Power point):**

CONWAY RANCH LONG TERM PLANNING:

- Why this is necessary:
  - Management and Maintenance of the current status quo is not necessarily what the elected officials or the citizens want
- What we know:
  - We own property
  - Property has Plenty of Guidance and Restrictions
- Guidance and Restrictions:
  - Grants
  - Conservation Easement
  - General Plan
- What These Document Don't Tell us:

**Note**

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

- What specific projects and improvements do we want to carry out?
- When do we want to do the work?
- How will the improvements be funded?
- What, When and How?
  - Aquaculture
  - Access
  - Agriculture
  - Open Space and Conservation
- Examples of Planning Documents:
  - 'Specific Plan'
  - "Master Plan"
  - 'Strategic Facility Plan'
  - 'Annual Facility Plan'
- Who Can Help Answer the Questions?
  - Staff-initiated public meetings yielding recommended Plan to Board
  - Mono Basin RPAC Subcommittee
  - Ad-Hoc Committee of members from relevant stakeholders groups
  - Mono County Planning Commission
- Staff Recommendation
  - Direct Staff to draft Strategic Facility Plan for Conway Ranch, present the concept in 4 public meetings between now and May 1, 2016, then bring to Board for approval.
- Board Direction: What kind of plan?
  - Specific Plan
  - Master Plan
  - Strategic Facility Plan
  - Annual Facility Plan
- Board Direction: What kind of outreach?
  - Outreach to Relevant Groups, and 4 staff-initiated Public Meetings Yielding Recommended Plan to Board
  - MB RPAC Subcommittee
  - Ad-Hoc Committee
  - Mono County Planning Commission
- Board Direction: When should Plan be Completed?
  - May 1, 2016
  - February 1, 2106
  - October 1, 2016
  - No Specific Timeframe

Other Comments:

- It would be his intention to present a developed concept of the Strategic Facility Plan.
- He feels he has a good sense of what needs to be done.

**Supervisor Fesko:**

- What about general community members?
- Agrees there should be some type of timeline; wants all people to have input so there should be meetings in all RPACS/CACS. We can then say we reached out.
- Doesn't want to rush just for the sake of rushing it.
- Doesn't believe Planning Commission is appropriate venue for this.
- Worries about outreach if Planning Commission works on this.
- Takes exception to four public meetings by May 2016.

**Supervisor Johnston:**

- He's been strongly advocating that this be handled by the Planning Commission.
- He thinks there is a hazard to having staff initiate this; could have perception that we are skewing it.

**Note**

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- Feels we need Planning Commission involvement to determine what the property will be used for.
- Are we going to do aquaculture or not? That needs to be decided by our Board.
- Feels we do need a timeframe.
- Would like the Planning Commission to help make process as open as possible.
- If the Planning Commission wants this, why not let them work on it?

**Supervisor Alpers:**

- This is a huge project; we need to back up a second.
- He thinks Tony Dublino is the right person to lead this.
- Three things: what's the plan, where's the funding, where's the leadership on it?
- Whatever we do it will be greatly scrutinized.
- We need a non-profit entity as fund raising mechanism.
- Who will be day to day, hour to hour person taking care of all this?
- How do we integrate the Planning Commission with all other concepts to make this work?

**Supervisor Stump:**

- It might be appropriate to ask the Planning Commission if they are *willing* to take this on?
- Feels it's a matter of consideration to those individuals. They might be busy enough.
- Feels that the Board needs to vet out all the potential uses that Tony brought up first.
- Is Tony asking for firm policy direction or just guidelines?
- Community Development staff is short staffed; he's cautious about diving into this pool.
- Leaning toward Supervisor Corless' recommendation.
- Objects to May 1<sup>st</sup> deadline and would prefer having Planning Commission consulted.

**Supervisor Corless:**

- In general, she supports Tony's recommendations.
- Strategic Facility Plan itself: would it be his intent to present a developed concept or develop one as he goes?
- Does he feel he has the adequate data and resources to develop the plan?
- She has some concern about running entire thing through only the Planning Commission, some involvement may be ok – but she feels we have a lot of specifics already. She feels that Tony should run this.
- Should also involve Tourism Commission and the Economic Development Department.

**Scott Burns:**

- Proposed Update to General Plan includes repealing Conway Ranch Specific Plan.
- Too much time has gone by to convert existing document into anything useable.
- He likes approach Tony is using.
- We're users, not developers of this property.
- Gave some information about projects the Planning Commission is currently working and thinks that they might have some time for this.

**PUBLIC COMMENTS:**

Floyd Rathbun

Jay Suppa (local resident)

**10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**  
*No one spoke.*

**Note**

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

**11. CLOSED SESSION**

**Marshall Rudolph:**

- Item 11B, reported out of closed session: The Board unanimously authorized County Counsel to initiate litigation in reference to this matter.

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Marshall Rudolph, John Vallejo, Leslie Chapman, and Lynda Salcido. 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 - Conference with Legal Counsel**

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

**C. Closed Session - Public Employment**

PUBLIC EMPLOYMENT. Government Code section 54957. Title: HR Manager.

**D. Closed Session - Public Employment**

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrator.

**ADJOURN: 3:20 p.m.**

ATTEST

---

TIMOTHY E. FESKO  
CHAIRMAN

---

SHANNON KENDALL  
ASSISTANT CLERK OF THE BOARD

**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**     October 20, 2015

**Departments:** Clerk of the Board

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**             Board Minutes

**AGENDA DESCRIPTION:**

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

Approve minutes of the Special Meeting held on October 7, 2015.

**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:**

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[10-07-15 Draft Mins](#)

**History**

Time	Who	Approval
10/14/2015 3:32 PM	County Administrative Office	Yes
10/14/2015 5:46 PM	County Counsel	Yes





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

Mammoth Lakes CAO Conference Room, 3rd Fl. Sierra Center Mall, Suite 306, 452 Old Mammoth Rd., Mammoth Lakes, CA 93546

**Special Meeting  
October 7, 2015**

---

Flash Drive	#1006
Minute Orders	M15-198 NOT USED
Resolutions	R15-69 NOT USED
Ordinance	ORD15-07 NOT USED

Meeting Called to Order at 9:07 a.m.

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

*Closed Session Convened: 9:10 a.m.  
Lunch: 12:15 – 1:00 p.m.  
Adjourn: 2:40 p.m.*

Pledge of Allegiance led by Chairman Fesko.

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

*No one spoke.*

**2. AGENDA ITEMS**

*This agenda item, as part of "closed session" was not videotaped.  
Further, there was nothing to report out of closed session upon adjournment.*

**A. Closed Session - Public Employment**

PUBLIC EMPLOYMENT. Government Code section 54957. Title:  
County Administrator.

**ADJOURN 2:40 p.m.**

ATTEST

**Note**

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

---

TIMOTHY E. FESKO  
CHAIRMAN

---

SHANNON KENDALL  
ASSISTANT CLERK OF THE BOARD

**Note**

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

**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**     October 20, 2015

**Departments:** Clerk of the Board

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**             Board Minutes

**AGENDA DESCRIPTION:**

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

Approve minutes of the Special Meeting held on October 8, 2015.

**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**

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**MINUTE ORDER REQUESTED:**

YES    NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
10/14/2015 3:32 PM	County Administrative Office	Yes
10/14/2015 5:51 PM	County Counsel	Yes





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

Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

**Special Meeting**  
**October 8, 2015**

Flash Drive	#1007
Minute Orders	M15-???
Resolutions	R15-????
Ordinance	ORD15-08 NOT USED

10:00 AM Meeting Called to Order by Chairman Fesko.

*Supervisors present: Alpers, Corless, Fesko, Johnston and Stump.*  
*Supervisors absent: None.*

*Closed Session: 9:05 a.m.*  
*Adjourn: 12:37 p.m.*

Pledge of Allegiance led by Chairman Fesko.

1 OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

*No one spoke.*

Due to a scheduling conflict, the closed session meeting has been moved to the CAO Conference Room in Annex I, located at 74 N. School St, Bridgeport.

2. AGENDA ITEMS

A. Closed Session - Public Employment

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrator.

*There was nothing to report out of closed session.*

**Note**

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

ADJOURN

ATTEST

---

TIMOTHY E. FESKO  
CHAIRMAN

---

HELEN NUNN  
SR. DEPUTY CLERK OF THE BOARD



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     October 20, 2015

**Departments: Health Department**

**TIME REQUIRED**

**SUBJECT**             Maternal, Child, and Adolescent  
Health (MCAH) Agreement Funding  
Application

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

**AGENDA DESCRIPTION:**

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

Proposed agreement with California Department of Public Health (CDPH) Maternal, Child, and Adolescent Health (MCAH) Program for FY 2015-16.

---

**RECOMMENDED ACTION:**

Approve County entry into agreement and authorize Chair of the Board of Supervisors to sign the Agreement Funding Application (AFA)/Update Form for the Maternal Child and Adolescent Health (MCAH) Program for FY 2015-16. Additionally, provide authorization for the Public Health Director to approve amendments and/or revisions that may occur during the agreement period.

---

**FISCAL IMPACT:**

There is no fiscal impact on the County General Fund. MCAH funding is a mix of federal and local public health realignment dollars. The local funding is required by the Federal Government to draw down the Title XIX funds. The MCAH budget for FY 2015-16 is \$115,643, from the following funding sources: Federal Title V \$80,008 Federal Title XIX \$46,936 Local Health Realignment \$42,638 Total \$169,582.

---

**CONTACT NAME:** Sandra Pearce

**PHONE/EMAIL:** 760.924.1818 / spearce@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:**

Sandra Pearce  
Pat McGee  
Lynda Salcido

---

**MINUTE ORDER REQUESTED:**

YES    NO

---

**ATTACHMENTS:**

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 [BOS Staff Report](#)

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 [MCAH Agreement Funding Application](#)

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### History

Time	Who	Approval
10/6/2015 11:24 AM	County Administrative Office	Yes
10/14/2015 5:53 PM	County Counsel	Yes
10/6/2015 11:33 AM	Finance	Yes

# COUNTY of MONO

HEALTH DEPARTMENT  
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



DATE: October 20, 2015  
TO: Honorable Board of Supervisors  
FROM: Sandra Pearce, Maternal Child and Adolescent Health Director  
SUBJECT: **Maternal Child & Adolescent Health (MCAH)  
Agreement Funding Application (AFA) FY 2015-16**

**Recommendation:** That the Board of Supervisors approve and authorize the Chairman's signature on the Agreement Funding Application (AFA)/Update Form for the Maternal Child and Adolescent Health (MCAH) Program for FY 2015-16. Additionally, provide authorization for the Public Health Director to approve amendments and/or revisions that may occur during the contract period.

**Discussion:** For the past twenty-five years, the Health Department has contracted with the California Department of Public Health for the local Maternal, Child, and Adolescent Health (MCAH) Program in Mono County. The six goals of the MCAH program include the following:

- Improve Outreach and Access to Quality Health and Human Services
- Improve Maternal Health
- Improve Infant Health
- Improve Nutrition and Physical Activity
- Improve Child Health
- Improve Adolescent Health

To achieve these goals, the MCAH program collaborates with local organizations/agencies and provides a variety of services including but not limited to; prenatal outreach and education, teen pregnancy prevention, comprehensive sex education, SIDS education and prevention, nutrition and physical activity outreach and promotion, health care accessibility, and variety of other endeavors to support the health needs of our local residents.

# COUNTY of MONO

HEALTH DEPARTMENT  
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/Budget Projections:** There is no fiscal impact on the County General Fund. MCAH funding is a mix of federal and local public health realignment dollars. The local funding is required by the Federal Government to draw down the Title XIX funds.

The MCAH budget for FY 2015-16 is \$115,643, from the following funding sources:

Federal Title V	\$80,008
Federal Title XIX	\$46,936
Local Health Realignment	<u>\$42,638</u>
Total	<b>\$169,582</b>

For questions regarding this item, please call Sandra Pearce at (760) 924-1818 or Lynda Salcido at (760) 924-1842.

Submitted by: Sandra Pearce, MCAH Director

Reviewed by: Lynda Salcido, Public Health Director



# FY 2015 - 2016 AGREEMENT FUNDING APPLICATION (AFA) CHECKLIST

Agency Name: Mono County Health Department

Agreement #: 201526

Program:  MCAH     BIH     AFLP

(Check one box only)

Please check the box next to all submitted documents. All documents must be submitted by email using the required naming convention on page 2.	
<input checked="" type="checkbox"/>	1. <b>AFA Checklist</b>
<input checked="" type="checkbox"/>	2. <b>Annual Personnel <u>Update Form</u></b> with signature ( <a href="#">PDF</a> )
<input checked="" type="checkbox"/>	3. <b><u>Attestation</u> of Compliance with the Sexual Health Education Accountability Act of 2007</b> ( <a href="#">PDF</a> )
<input checked="" type="checkbox"/>	4. <b><u>Community Profile</u></b> (submit only one profile which includes information about your MCAH, AFLP and/or BIH populations and programs as applicable) ( <a href="#">Word</a> )
<input checked="" type="checkbox"/>	5. <b><u>Budget Template</u></b> (Summary Page, Detail Pages, and Justifications) listing all staff (by position) and costs (including projected salaries and benefits). Personnel must be consistent with the Duty Statements and Organizational Charts ( <a href="#">Excel</a> )
<input checked="" type="checkbox"/>	6. <b><u>Duty Statements (DS)</u></b> for all staff (numbered according to the Personnel Detail Page and Organization Chart) listed on the budget ( <a href="#">Word</a> )
<input checked="" type="checkbox"/>	7. <b><u>Org Chart(s)</u></b> of the applicable programs, identifying all staff positions on the budget (w/line item #) and its relationship to other services for women and children, the local health officer and overall agency ( <a href="#">Word</a> , <a href="#">Excel</a> , <a href="#">PDF</a> )
<input checked="" type="checkbox"/>	8. <b><u>Approval Letters</u></b> including waivers for the following positions ( <a href="#">PDF</a> ): <input checked="" type="checkbox"/> MCAH Director; <input type="checkbox"/> BIH Coordinator; <input type="checkbox"/> AFLP Director; <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/>	9. <b><u>Scope of Work (SOW)</u></b> documents for all applicable programs ( <a href="#">PDF/Word</a> )
<input checked="" type="checkbox"/>	10. <b><u>Annual Inventory</u></b> – Form CDPH 1204 ( <a href="#">Word</a> )
<input type="checkbox"/>	11. <b>Local Health Officer Approval Letter to conduct <u>FIMR</u></b> <span style="background-color: yellow;">[MCAH only]</span> ( <a href="#">PDF</a> )
<input type="checkbox"/>	12. <b>Subcontractor (<u>SubK</u>) Agreement Packages</b> (required for all SubKs \$5,000 or more) ( <a href="#">PDF</a> )
<input type="checkbox"/>	13. <b>Certification Statement for the Use of Certified Public Funds (<u>CPE</u>)</b> <span style="background-color: yellow;">[AFLP CBOs and/or SubKs with FFP]</span> ( <a href="#">PDF</a> )

**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION**

**FUNDING AGREEMENT PERIOD  
FY 2015-2016 (LHJs)/2012-13 to 2015-16 (CBOs)**

**ANNUAL PERSONNEL UPDATE FORM**

At the beginning of each fiscal year Agencies are required to submit this form along with their AFA/Contract Package, which requires certification signatures (original signatures, no stamps allowed). This form should also be used when submitting updates that occur during the fiscal year. Update submissions do not require certification signatures.

The Agency Identification Information section must be completed each time this form is submitted.

**AGENCY IDENTIFICATION INFORMATION**

Any program related information being sent from the CDPH MCAH Division will be directed to the MCAH and/or AFLP Director.

Please check the applicable "Program" boxes below:

MCAH       AFLP       BIH       FIMR       CHVP

**Fiscal Year: 2015-16**      Update Effective: 07-01-15 (only required when submitting updates)

Agreement/Contract Number:	<b>201526</b>		
Federal Employer ID#:	95-6005661		
Complete Official Agency Name:	Mono County Health Department		
Business Office Address:	P.O. Box 476 Bridgeport, CA 93517		
Agency Phone:	760-932-5580	Agency Fax:	760-932-5284
Agency Website Address:	www.monohealth.com		

**1 AGENCY DIRECTOR**

Name:	Lynda Salcido					
Title:	Public Health Director					
Mailing Address:	P.O. Box 3329					
City:	Mammoth Lakes				Zip:	93546
Phone:	760-924-1842	Ext.:		FAX:	760-924-1831	
E-Mail Address:	lsalcido@mono.ca.gov					

2 BOARD INFORMATION					
Clerk of the Board <input type="checkbox"/>			Chair Board of Supervisors <input checked="" type="checkbox"/>		
Title:	Timothy Fesko, Chairman				
Mailing Address:	110437 US Highway 395				
City:	Coleville			Zip:	96107
Phone:	760-932-5532	Ext.		FAX:	
E-Mail Address:	tfesko@mono.ca.gov				

3 OFFICIAL AUTHORIZED TO COMMIT AGENCY					
Name:	Timothy Fesko				
Title:	Board of Supervisors Chairman				
Mailing Address:	110437 US Highway 395				
City:	Coleville			Zip:	96107
Phone:	760-932-5532	Ext.		FAX:	
E-Mail Address:	tfesko@mono.ca.gov				

4 FISCAL OFFICER					
Name:	Pat McGee				
Title:	Public Health Fiscal Agent				
Mailing Address:	P.O. Box 476				
City:	Bridgeport			Zip:	93517
Phone:	760-932-5587	Ext.		FAX:	760-932-5284
E-Mail Address:	pmcgee@mono.ca.gov				

5 MCAH DIRECTOR (Please check box if MCAH and AFLP Director are the same) <input type="checkbox"/>					
Name:	Sandra Pearce				
Title:	Health Program Manager				
Mailing Address:	P.O. Box 3329				
City:	Mammoth Lakes			Zip:	93546
Phone:	760-924-1818	Ext.		FAX:	760-924-1831
E-Mail Address:	spearce@mono.ca.gov				

6 MCAH COORDINATOR (Only complete if different from #5)						
Name:						
Title:						
Mailing Address:						
City:					Zip:	
Phone:		Ext.		FAX:		
E-Mail Address:						

7 MCAH BUDGET CONTACT						
Name:	see Fiscal Officer					
Title:						
Mailing Address:						
City:					Zip:	
Phone:		Ext.		FAX:		
E-Mail Address:						

8 MCAH INVOICE CONTACT (Only complete if different from #7)						
Name:						
Title:						
Mailing Address:						
City:					Zip:	
Phone:		Ext.		FAX:		
E-Mail Address:						

9 PERINATAL SERVICES COORDINATOR (PSC)						
Name:	see MCAH Director					
Title:						
Mailing Address:						
City:					Zip:	
Phone:		Ext.		FAX:		
E-Mail Address:						

10 AFLP DIRECTOR (Only complete if different from MCAH Director)						
Name:						
Title:						
Mailing Address:						
City:				Zip:		
Phone:			Ext.			
E-Mail Address:						

11 AFLP COORDINATOR (Only complete if different from #10)						
Name:						
Title:						
Mailing Address:						
City:				Zip:		
Phone:			Ext.			
E-Mail Address:						

12 AFLP BUDGET CONTACT						
Name:						
Title:						
Mailing Address:						
City:				Zip:		
Phone:			Ext.			
E-Mail Address:						

13 AFLP INVOICE CONTACT (Only complete if different from #12)						
Name:						
Title:						
Mailing Address:						
City:				Zip:		
Phone:			Ext.			
E-Mail Address:						

14 BLACK INFANT HEALTH (BIH) COORDINATOR						
Name:						
Title:						
Mailing Address:						
City:					Zip:	
Phone:		Ext.		FAX:		
E-Mail Address:						

15 BIH BUDGET CONTACT						
Name:						
Title:						
Mailing Address:						
City:					Zip:	
Phone:		Ext.		FAX:		
E-Mail Address:						

16 BIH INVOICE CONTACT (Only complete if different from #15)						
Name:						
Title:						
Mailing Address:						
City:					Zip:	
Phone:		Ext.		FAX:		
E-Mail Address:						

17 FETAL INFANT MORTALITY REVIEW (FIMR) COORDINATOR						
Name:						
Title:						
Mailing Address:						
City:					Zip:	
Phone:		Ext.		FAX:		
E-Mail Address:						

**18 SUDDEN INFANT DEATH SYNDROME (SIDS) COORDINATOR / CONTACT**

Name:	see MCAH Director				
Title:					
Mailing Address:					
City:				Zip:	
Phone:		Ext.		FAX:	
E-Mail Address:					

**19 CALIFORNIA HOME VISITING PROGRAM (CHVP) COORDINATOR/  
 NURSING SUPERVISOR**

Name:					
Title:					
Mailing Address:					
City:				Zip:	
Phone:		Ext.		FAX:	
E-Mail Address:					

**20 OTHER**

Name:					
Title:					
Mailing Address:					
City:				Zip:	
Phone:		Ext.		FAX:	
E-Mail Address:					

**AGREEMENT FUNDING APPLICATION  
POLICY COMPLIANCE AND CERTIFICATION**

The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that this Maternal, Child and Adolescent Health (MCAH) related program will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that this MCAH related program will comply with the MCAH Policies and Procedures Manual, including but not limited to, Administration, Federal Financial Participation (FFP) Section. I further certify that this MCAH related program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Service Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. section 701 et seq.). I further agree that this MCAH related program may be subject to all sanctions or other remedies applicable if this MCAH related program violates any of the above laws, regulations and policies with which it has certified it will comply.

\_\_\_\_\_  
Original Signature of Official authorized to  
commit the Agency to an MCAH Agreement

Board of Supervisors Chairman  
Title

Timothy Fesko  
Name (Type or Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Original Signature of MCAH/AFLP Director

Health Program Manager  
Title

Sandra Pearce  
Name (Type or Print)

\_\_\_\_\_  
Date



**Exhibit K**

**Attestation of Compliance with the  
Sexual Health Education Accountability Act of 2007**

**Agency Name:** Mono County

**Agreement/Grant Number:** 201526

**Compliance Attestation for Fiscal Year:** 2015-16

The Sexual Health Education Accountability Act of 2007 (Health and Safety Code, Sections 151000 – 151003) requires sexual health education programs (programs) that are funded or administered, directly or indirectly, by the State, to be comprehensive and not abstinence-only. Specifically, these statutes require programs to provide information that is medically accurate, current, and objective, in a manner that is age, culturally, and linguistically appropriate for targeted audiences. Programs cannot promote or teach religious doctrine, nor promote or reflect bias (as defined in Section 422.56 of the Penal Code), and may be required to explain the effectiveness of one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and sexually transmitted diseases. Programs directed at minors are additionally required to specify that abstinence is the only certain way to prevent pregnancy and sexually transmitted diseases.

In order to comply with the mandate of Health & Safety Code, Section 151002 (d), the California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Program requires each applicable Agency or Community Based Organization (CBO) contracting with MCAH to submit a signed attestation as a condition of funding. The Attestation of Compliance must be submitted to CDPH/MCAH annually as a required component of the Agreement Funding Application (AFA) Package. By signing this letter the MCAH Director or Adolescent Family Life Program (AFLP) Director (CBOs only) is attesting or “is a witness to the fact that the programs comply with the requirements of the statute”. The signatory is responsible for ensuring compliance with the statute. Please note that based on program policies that define them, the Sexual Health Education Act inherently applies to the Black Infant Health Program, AFLP, and the California Home Visiting Program, and may apply to Local MCAH based on local activities.

The undersigned hereby attests that all local MCAH agencies and AFLP CBOs will comply with all applicable provisions of Health and Safety Code, Sections 151000 – 151003 (HS 151000–151003). The undersigned further acknowledges that this Agency is subject to monitoring of compliance with the provisions of HS 151000–151003 and may be subject to contract termination or other appropriate action if it violates any condition of funding, including those enumerated in HS 151000–151003.

**Signed**

Mono County  
*Agency Name*

201526  
*Agreement/Grant Number*

\_\_\_\_\_  
*Signature of MCAH Director*  
*Signature of AFLP Director (CBOs only)*

\_\_\_\_\_  
*Date*

Sandra Pearce  
*Printed Name of MCAH Director*  
*Printed Name of AFLP Director (CBOs only)*

## Exhibit K

### Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

CALIFORNIA CODES  
HEALTH AND SAFETY CODE  
SECTION 151000-151003

151000. This division shall be known, and may be cited, as the Sexual Health Education Accountability Act.

151001. For purposes of this division, the following definitions shall apply:

- (a) "Age appropriate" means topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.
- (b) A "sexual health education program" means a program that provides instruction or information to prevent adolescent pregnancy, unintended pregnancy, or sexually transmitted diseases, including HIV, that is conducted, operated, or administered by any state agency, is funded directly or indirectly by the state, or receives any financial assistance from state funds or funds administered by a state agency, but does not include any program offered by a school district, a county superintendent of schools, or a community college district.
- (c) "Medically accurate" means verified or supported by research conducted in compliance with scientific methods and published in peer review journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, including, but not limited to, the federal Centers for Disease Control and Prevention, the American Public Health Association, the Society for Adolescent Medicine, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists.

151002. (a) Every sexual health education program shall satisfy all of the following requirements:

- (1) All information shall be medically accurate, current, and objective.
- (2) Individuals providing instruction or information shall know and use the most current scientific data on human sexuality, human development, pregnancy, and sexually transmitted diseases.
- (3) The program content shall be age appropriate for its targeted population.
- (4) The program shall be culturally and linguistically appropriate for its targeted populations.
- (5) The program shall not teach or promote religious doctrine.
- (6) The program shall not reflect or promote bias against any person on the basis of disability, gender, nationality, race or ethnicity, religion, or sexual orientation, as defined in Section 422.56 of the Penal Code.
- (7) The program shall provide information about the effectiveness and safety of at least one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and for reducing the risk of contracting sexually transmitted diseases.

## Exhibit K

### Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

- (b) A sexual health education program that is directed at minors shall comply with all of the criteria in subdivision (a) and shall also comply with both the following requirements:
  - (1) It shall include information that the only certain way to prevent pregnancy is to abstain from sexual intercourse, and that the only certain way to prevent sexually transmitted diseases is to abstain from activities that have been proven to transmit sexually transmitted diseases.
  - (2) If the program is directed toward minors under the age of 12 years, it may, but is not required to, include information otherwise required pursuant to paragraph (7) of subdivision (a).
- (c) A sexual health education program conducted by an outside agency at a publicly funded school shall comply with the requirements of Section 51934 of the Education Code if the program addresses HIV/AIDS and shall comply with Section 51933 of the Education Code if the program addresses pregnancy prevention and sexually transmitted diseases other than HIV/AIDS.
- (d) An applicant for funds to administer a sexual health education program shall attest in writing that its program complies with all conditions of funding, including those enumerated in this section. A publicly funded school receiving only general funds to provide comprehensive sexual health instruction or HIV/AIDS prevention instruction shall not be deemed an applicant for the purposes of this subdivision.
- (e) If the program is conducted by an outside agency at a publicly funded school, the applicant shall indicate in writing how the program fits in with the school's plan to comply fully with the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act, Chapter 5.6 (commencing with Section 51930) of the Education Code. Notwithstanding Section 47610 of the Education Code, "publicly funded school" includes a charter school for the purposes of this subdivision.
- (f) Monitoring of compliance with this division shall be integrated into the grant monitoring and compliance procedures. If the agency knows that a grantee is not in compliance with this section, the agency shall terminate the contract or take other appropriate action.
- (g) This section shall not be construed to limit the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act (Chapter 5.6 (commencing with Section 51930) of Part 28 of the Education Code).
- (h) This section shall not apply to one-on-one interactions between a health practitioner and his or her patient in a clinical setting.

151003. This division shall apply only to grants that are funded pursuant to contracts entered into or amended on or after January 1, 2008.

# Mono County Maternal Child and Adolescent Health Community Profile 2015-2016

## Section 1 – Demographics

	Local	State
<b>Our Community</b>		
Total Population <sup>1</sup>	14,258	37,826,160
Total Population, African American	37	2,203,540
Total Population, American Indian/ Alaskan Natives	210	164,381
Total Population, Asian/Pacific Islander	155	5,035,603
Total Population, Hispanic	3,914	14,501,606
Total Population, White	9,699	14,953,617
Total Live Births	131	503,763
<b>Our Mothers and Babies</b>		
% of women delivering a baby who received prenatal care beginning in the first trimester of their pregnancy <sup>2</sup>	76.2	83.6%
% of births covered by Medi-Cal <sup>2</sup>	49.5	47.0%
% of women ages 18-64 without health insurance <sup>3</sup>	23.7	22.4%
% of women giving birth to a second child within 24 months of a previous pregnancy <sup>2</sup>	34.3	38.5%

	Local	State
<b>Our Mothers and Babies (continued)</b>		
% live births less than 37 weeks gestation <sup>2</sup>	11.2	9.8%
Gestational diabetes per 1,000 females age 15-44	5.3	8.1
% of female population 18-64 living in poverty (0-200% FPL) <sup>3</sup>	38.9	35.0%
Substance use diagnosis per 1,000 hospitalizations of pregnant women	2.4	15.7
Unemployment Rate <sup>4</sup>	10.4	11.5
<b>Our Children and Teens</b>		
Teen Birth Rate per 1,000 births (ages 15-19) <sup>2</sup>	19.4	28.4
Motor vehicle injury hospitalizations per 100,000 children age 0-14	0	17.3
% of children, ages 0-18 years living in poverty (0-200% FPL) <sup>3</sup>	48.3	46.8%
Mental health hospitalizations per 100,000 age 15-24	273.5	1,348.6
Children in Foster Care per 1,000 children <sup>5</sup>	1.2	6.5
Substance abuse hospitalization per 100,000 aged 15-24	145.9	691.2

Data sources: <sup>1</sup>CA Dept. of Finance population estimates 2012, <sup>2</sup>CA Birth Statistical Master Files 2010-2012, <sup>3</sup>US Census Bureau - Small Area Health Insurance Estimates 2010-2012, <sup>4</sup>CA Employment Development Dept. 2010-2012, <sup>5</sup>Data from CA Child Welfare Indicators Project, UC Berkeley 2010-2012

## Section 2 – About Our Community – Health Starts Where We Live, Learn, Work, and Play

Describe the following using brief narratives or bullets: 1) *Geography*, 2) *Major industries and employers (public/private)*, 3) *Walkability, recreational areas*

- \* Located on the eastside of the Sierra Nevada mountain range; north of Inyo County and south of Nevada State.
- \* 108 miles long and 38 miles wide; sparsely populated averaging 4.2 persons per square mile, mostly open space managed by the United States Forest Service and the Bureau of Land Management.
- \* One of the highest counties in the United States; many 13,000-14,000 foot high peaks, seven highways passes ranging in elevation from 7,000 to 9,945 feet, all towns have elevations above 5,000 feet.
- \* Winters can last six to seven months and there is usually heavy snowfall between November and April.
- \* Major industries include recreation, accommodation, food services, arts, entertainment, education, health, social services, construction, retail trade, ranching, agriculture, mining, and a small military presence.
- \* Large influx of tourists during winters and summers for snow sports, fishing, camping, hiking, biking, climbing.
- \* An abundance of open space for walkability, and continued work in towns to create safe routes to school and pedestrian friendly environments.

### Section 3 – Health System – Health and Human Services for the MCAH Population

Describe the following using brief narratives or bullets: Strategies/initiatives that address the following: Maternal/Women’s Health, Perinatal/Infant Health, Child Health, Adolescent Health, Children with Special Health Care Needs and cross cutting or life course issues (public health issues that impact multiple MCAH population groups).

- \* Mono County has one birthing hospital, located in Mammoth Lakes. The hospital does not have a Neonatal Intensive Care Unit (NICU), so in general, high risk pregnancies are managed outside of the County. Infants born preterm or with other complications are transported to surrounding major medical centers in Los Angeles, Loma Linda, Reno, and Davis.
- \* There is one Obstetrics/Gynecology office associated with Mammoth Hospital, and they have chosen not to be a CPSP provider as historically they have been paid higher rates due to their rural health status. They plan to reassess this now that Medi-Cal Managed Care is up and running in the County and a cost analysis can be considered.
- \* Sierra Park Dental in Mammoth Lakes and Toiyabe Indian Health Clinic in Coleville both provide services to Denti-Cal clients, but only Sierra Park Dental has Pediatric Dentists on site.
- \* Local Medi-Cal Managed Care Plans include Anthem Blue Cross Partnership Plan and California Health & Wellness.
- \* Barriers to accessing services include lack of insurance for non-citizens, payment up-front for cash pay, limited public transportation, the culture of poverty, stigma related to accessing some services, and beaurocratic/administrative burden.

### Section 4 – Health Status and Disparities for the MCAH Population

Describe the following using brief narratives or bullets: Key health disparities and how health behaviors, the physical environment and social determinants of health (social/economic factors) contribute to these disparities for specific populations. Highlight areas where progress has been made in improving health outcomes.

- Due to the small population in Mono County, local data is often unable to capture health disparities. However, it is evident when looking at anecdotal evidence, that these disparities exist. Examples include the following:
- \* Health Behaviors: Residents who live in rural parts of Mono County, low-income individuals, and the Hispanic population have higher rates of overweight and obesity. Children who come from low-income families and Hispanic children in general have poor oral health habits and more dental decay.
  - \* Physical Environment: The remote location of Mono County and limited resources create an environment where some residents must travel hours for the services they need. This is not realistic for families who have limited means.
  - \* Social Determinants of Health: Low income individuals, people who have limited English proficiency, and individuals with less formal education in general have poorer health.
  - \* Progress Made: While the rates of children living in poverty has significantly declined since 2006, local poverty rates remain statistically higher than for California. Additionally, Mono County has a large population of Spanish-speaking only residents.
  - \* Disparities in health related to income, education and language will continue to be a challenge on a population-wide basis.

**IMPORTANT:** By clicking this box, I agree to allow the state MCAH Program to post my LHJ’s Community Profile on the CDPH/MCAH website.

<b>BUDGET SUMMARY</b>		<b>FISCAL YEAR</b> 2015-16	<b>BUDGET</b> ORIGINAL	<b>BUDGET STATUS</b> ACTIVE	<b>BALANCE</b>	
Version 4 4A-50 Quarterly						
Program:	Maternal, Child and Adolescent Health		<b>UNMATCHED FUNDING</b>		<b>NON-ENHANCED MATCHING (50/50)</b>	<b>ENHANCED MATCHING (75/25)</b>
Agency:	201526 Mono					
SubK:						
			MCAH-TV	AGENCY FUNDS	MCAH Cnty-N	MCAH Cnty-E
	(1)	(2)	(3)	(4)	(5)	(6)
		%	TITLE V	% Agency Funds*	% Combined Fed/Agency*	% Combined Fed/Agency*
	<b>ALLOCATION(S)</b> →		<b>80,008</b>			

EXPENSE CATEGORY	(1)	(2)	(3)	(4)	(5)	(6)	(7)
(I) PERSONNEL	126,699		56,195			61,906	8,586
(II) OPERATING EXPENSES	3,700		2,257			1,443	
(III) CAPITAL EXPENDITURES							
(IV) OTHER COSTS	7,508		7,508				
(V) INDIRECT COSTS	31,675		14,048			17,627	
<b>BUDGET TOTALS*</b>	<b>169,582</b>	<b>47.18%</b>	<b>80,008</b>			<b>80,978</b>	<b>5.07%</b>
	<b>BALANCE(S)</b> →						

TOTAL TITLE V	80,008	→	80,008
TOTAL -	-	→	
TOTAL -	-	→	
TOTAL TITLE XIX	46,936	→	(50%) 40,489 (75%) 6,447
TOTAL AGENCY FUNDS	42,638	→	(50%) 40,489 (25%) 2,149

<b>\$</b>	<b>126,945</b>	<b>Maximum Amount Payable from State and Federal resources</b>
WE CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES.		
MCAH/PROJECT DIRECTOR'S SIGNATURE	DATE	AGENCY FISCAL AGENT'S SIGNATURE

\* These amounts contain local revenue submitted for information and matching purposes. MCAH does not reimburse Agency contributions

STATE USE ONLY - TOTAL STATE AND FEDERAL REIMBURSEMENT	PCA Codes	MCAH-TV	AGENCY FUNDS	MCAH Cnty-N	MCAH Cnty-E
(I) PERSONNEL		53107		53118	53117
		56,195		30,954	6,447
(II) OPERATING EXPENSES		2,257		722	
(III) CAPITAL EXPENSES					
(IV) OTHER COSTS		7,508			
(V) INDIRECT COSTS		14,048		8,814	
Totals for PCA Codes	126,945	80,008		40,490	6,447

Program:	Maternal, Child and Adolescent Health		UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)		ENHANCED MATCHING (75/25)				
Agency:	201526 Mono		MCAH-TV		AGENCY FUNDS		MCAH City-N		MCAH City-E				
Subk:			(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	
			TOTAL FUNDING	%	TITLE V	%	Agency Funds*	%	Combined Fed/Agency*	%	Combined Fed/Agency*	(15)	(17)

(II) OPERATING EXPENSES DETAIL											PERSONNEL MATCH	
TOTAL OPERATING EXPENSES											55.50%	
		3,700		2,257				1,443				Match Available
TRAVEL		2,000	44.50%	890				55.50%	1,110			55.50%
TRAINING		1,100	100.00%	1,100								
1 Communications		600	44.50%	267				55.50%	333			
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												

\*\* Unmatched Operating Expenses are not eligible for Federal matching funds (Title XIX). Expenses may only be charged to Unmatched Title V (Col. 5), State General Funds (Col. 6), and/or Agency (Col. 7) funds.

(III) CAPITAL EXPENDITURE DETAIL										
TOTAL CAPITAL EXPENDITURES										

(IV) OTHER COSTS DETAIL											PERSONNEL MATCH	
TOTAL OTHER COSTS											55.50%	
SUBCONTRACTS												
1												
2												
3												
4												
5												
OTHER CHARGES											Match Available	
1 BIDS		3,000	100.00%	3,000								55.50%
2 Media, Outreach		4,508	100.00%	4,508								55.60%
3												
4												
5												

Program:	Maternal, Child and Adolescent Health		UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)		ENHANCED MATCHING (75/25)				
Agency:	201526 Mono		MCAH-TV		AGENCY FUNDS		MCAH Only-N		MCAH Only-E				
SubK:			(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
			TOTAL FUNDING	%	TITLE V	%	Agency Funds*	%	Combined Fed/Agency*	%	Combined Fed/Agency*		

(V) INDIRECT COSTS DETAIL			
TOTAL INDIRECT COSTS	31,875	14,048	17,827
25.00% of Total Wages + Fringe Benefits	31,675	44.35%	14,048
			55.65%
			17,827

(I) PERSONNEL DETAIL												
TOTAL PERSONNEL COSTS				128,898	58,195	61,908	8,596					
FRINGE BENEFIT RATE: 69.00%				51,729	22,944	25,276	3,510					
TOTAL WAGES				74,970	33,252	36,632	5,086					
INITIALS	TITLE OR CLASSIFICATION	% FTE	ANNUAL SALARY	TOTAL WAGES					J-Fers MCF Per Staff	Total Match		
1	sp MCAH Director	63.00%	88,832	55,964	48.00%	26,863	52.00%	29,101		52.00%	52.00%	
2	sp IPSC	3.00%	88,832	2,665	5.00%	133	15.00%	400	80.00%	2,132	95.00%	95.00%
3	pm Administrative Services Specialist	5.00%	63,000	3,150	48.00%	1,512	52.00%	1,638			52.00%	52.00%
4	mg Fiscal/Technical Specialist IV	3.00%	54,732	1,642	48.00%	789	52.00%	854			52.00%	52.00%
5	nc WNA/Fiscal/Technical Specialist II	3.00%	41,520	1,248	48.00%	598	52.00%	648			52.00%	52.00%
6	ls Director of Public Health	5.00%	132,204	6,610	48.00%	3,173	52.00%	3,437			52.00%	52.00%
7	hb MCAH Nurse	2.00%	84,992	1,700	5.00%	85	15.00%	255	80.00%	1,360	95.00%	95.00%
8	nm MCAH nurse	2.00%	99,663	1,993	5.00%	100	15.00%	299	80.00%	1,594	95.00%	95.00%
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MCAH DIRECTOR  
DUTY STATEMENT

**Budget Line: #1**

**Health Jurisdiction:** Mono County

**Program:** Maternal, Child, and Adolescent Health

**Program Position:** MCAH Director

**County Job Specification:** Health Program Manager

The Director of Maternal, Child and Adolescent Health (MCAH) is the lead PHN for this program. This position must meet the definition of a Skilled Professional Medical Personnel (SPMP). Duties and responsibilities of this position include but are not limited to:

**Program Development and Implementation**

- General responsibility for the implementation of the MCAH contract with evaluation of program goals and objectives
- Plan, organize and coordinate MCAH contract, implementation with evaluation in achievement of objectives
- Gather and analyze data for program planning, management and evaluation
- Maintain appropriate records and reports
- Collaborate with the community in the planning for and development of resources and services for the perinatal population
- Facilitate local, regional, and state partnerships for the improvement of MCAH services

**Outreach Activities**

- Promote services and resources of the perinatal population with community groups and medical resources
- Facilitate client referrals to health and social services
- Promote the use of MCAH services in the community to increase awareness and the use of appropriate services

**Health Education/Consultation**

- Promote support for MCAH programs within the county government and medical community
- Evaluate progress of community awareness/support for MCAH programs
- Develop community awareness and support for MCAH programs
- Provide training for health professionals and clients to enable the community to meet the needs of the target population

**Resource/Provider Development**

- Respond to medical professionals and government, advocating for the MCAH population
- Facilitate collaboration, coordination, communication, and cooperation among service providers

- Facilitate advocacy for MCAH population
- Attend community and state meetings as indicated

### **Comprehensive Perinatal Services Program (CPSP)**

- The MCAH Director serves as the Perinatal Services Coordinator (PSC)
- Provide pregnancy testing, prenatal vitamins, referral services, and application assistance to all women eligible for MediCal services to promote early prenatal care, improved birth outcomes, and sexual health.

### **SIDS Program**

- The MCAH Director serves as the SIDS Coordinator
- Contact all parents/caregivers who experience a presumed SIDS death to provide grief and bereavement support services
- Attend the State SIDS Annual Conference and/or other SIDS training(s)
- Promote SIDS risk reduction activities by providing risk reduction education and materials to the community

PERINATAL SERVICES COORDINATOR (PSC)  
DUTY STATEMENT

**Budget Line: #2**

**Health Jurisdiction:** Mono County

**Program:** Maternal, Child, and Adolescent Health

**Program Position:** MCAH Director/PSC

**County Job Specification:** Health Program Manager

This position is fulfilled by the MCAH Director and is responsible for managing and coordinating aspects of the Comprehensive Perinatal Services Program (CPSP). This position must meet the definition of a Skilled Professional Medical Personnel (SPMP). Duties and responsibilities of this position include but are not limited to:

- Motivate and assist women eligible for MediCal benefits to receive early and appropriate prenatal care
- Assess ability of women to access OB care and develop implementation strategies to enhance access in coordination with local agencies
- Participate in local or regional information sharing activities to improve access to prenatal care
- Oversee the planning, development and evaluation of all program components, including assisting CPSP providers in their deliverance of services according to the Title 22 California Code of Regulations
- Monitor trends in prenatal care, share findings with local providers and partner agencies, and incorporate assessment findings into the local MCAH plan
- Develop and promote community resources
- Maintain files and records
- Attend the State PSC training workshops as appropriate

ADMINISTRATIVE SYSTEMS SPECIALIST  
DUTY STATEMENT

**Budget Line: #3**

**Health Jurisdiction:** Mono County

**Program:** Maternal, Child, and Adolescent Health

**Program Position:** MCAH Fiscal Agent

**County Job Specification:** Administrative Services Specialist

The Maternal, Child, and Adolescent Health Program fiscal agent performs all fiscal duties in support of the MCAH program. Duties and responsibilities of this position include but are not limited to:

- Preparation of budget and any budget adjustments
- Prepare any materials necessary for submission to Board of Supervisors for approval
- Processes all invoices for payment through the Auditor's office
- Oversees the data entry of time studies
- Prepares invoices
- Deposits all receipts in appropriate accounts
- Maintains inventory of program equipment
- Prepares fiscal information for periodic reports
- Other duties as required

FISCAL/TECHNICAL SPECIALIST  
DUTY STATEMENT

**Budget Line: #4**

**Health Jurisdiction:** Mono County

**Program:** Maternal, Child, and Adolescent Health

**Program Position:** MCAH Clerk

**County Job Specification:** Fiscal and Technical Specialist

The Maternal, Child, and Adolescent Health Program clerical staff, under the direction of the MCAH staff, performs a wide range of clerical duties in support of the program. This position requires a tactful, courteous manner and willingness to work cooperatively with a variety of persons and agencies. There is one bilingual position for MCAH Clerk. Duties and responsibilities of this position include but are not limited to:

- Provide outreach, education, and enrollment referrals or assistance for MediCal, AIM, Healthy Families, and Family PACT
- Provide outreach and referrals to MediCal and potential MediCal clients for MediCal providers and services
- Extract, collect, compile and organize data from questionnaires and assessments
- Organize and maintain program files, indexes and records according to approved methods
- Perform general clerical functions independently
- Provide clerical staff support for the skilled health providers in the MCAH Program
- Assist in the preparation of school, community and public group meetings. Attend meetings and take minutes as needed
- Type from rough draft, with accuracy and correct business English, a variety of reports, Newsletters, interagency agreements, MCH and perinatal correspondence, records, documents, requisitions, grant revisions, questionnaires, etc
- Answer the MCAH toll free line, keep a log of all MCAH calls, and refer calls in a timely manner to the MCAH Director and other MCAH staff
- Other duties as required

WNA/FTS II  
DUTY STATEMENT

**Budget Line: #5**

**Health Jurisdiction:** Mono County

**Program:** Maternal, Child, and Adolescent Health

**Program Position:** MCAH Clerk

**County Job Specification:** Fiscal and Technical Specialist

The Maternal, Child, and Adolescent Health Program clerical staff, under the direction of the MCAH staff, performs a wide range of clerical duties in support of the program. This position requires a tactful, courteous manner and willingness to work cooperatively with a variety of persons and agencies. There is one bilingual position for MCAH Clerk. Duties and responsibilities of this position include but are not limited to:

- Provide outreach, education, and enrollment referrals or assistance for MediCal, AIM, Healthy Families, and Family PACT
- Provide outreach and referrals to MediCal and potential MediCal clients for MediCal providers and services
- Extract, collect, compile and organize data from questionnaires and assessments
- Organize and maintain program files, indexes and records according to approved methods
- Perform general clerical functions independently
- Provide clerical staff support for the skilled health providers in the MCAH Program
- Assist in the preparation of school, community and public group meetings. Attend meetings and take minutes as needed
- Type from rough draft, with accuracy and correct business English, a variety of reports, Newsletters, interagency agreements, MCH and perinatal correspondence, records, documents, requisitions, grant revisions, questionnaires, etc
- Answer the MCAH toll free line, keep a log of all MCAH calls, and refer calls in a timely manner to the MCAH Director and other MCAH staff
- Other duties as required

PUBLIC HEALTH DIRECTOR  
DUTY STATEMENT

**Budget Line: #6**

**Health Jurisdiction:** Mono County  
**Program:** Maternal, Child, and Adolescent Health  
**Program Position:** Public Health Director  
**County Job Specification:** Public Health Director

This position has its span of responsibility illustrated on the attached organizational chart for the MCAH Program staff and for the Department. The Public Health Director is responsible to the County Administrative Officer for the appropriate programmatic aspects of all Health programs including MCAH. She provides fiscal oversight through the Director of Financial Operations, who directly supervises the Fiscal Agent who produces and manages budgets and expenditures relating to this program. Activities include coordination, training and general administration. This position must meet the definition of a Skilled Professional Medical Personnel (SPMP). Duties and responsibilities of this position include but are not limited to:

- Meets weekly with the MCAH Director and staff to ensure program fits overall department goals and objectives, as well as to prioritize needs
- Supervises all MCAH program personnel
- Interagency coordination, including the provider community to ensure MediCal providers are available for all clients
- Training activities
- Program planning and general administration

MCAH PHN  
DUTY STATEMENT

**Budget Line: #7, 8**

**Health Jurisdiction:** Mono County

**Program:** Maternal, Child, and Adolescent Health

**Program Position:** MCAH PHN

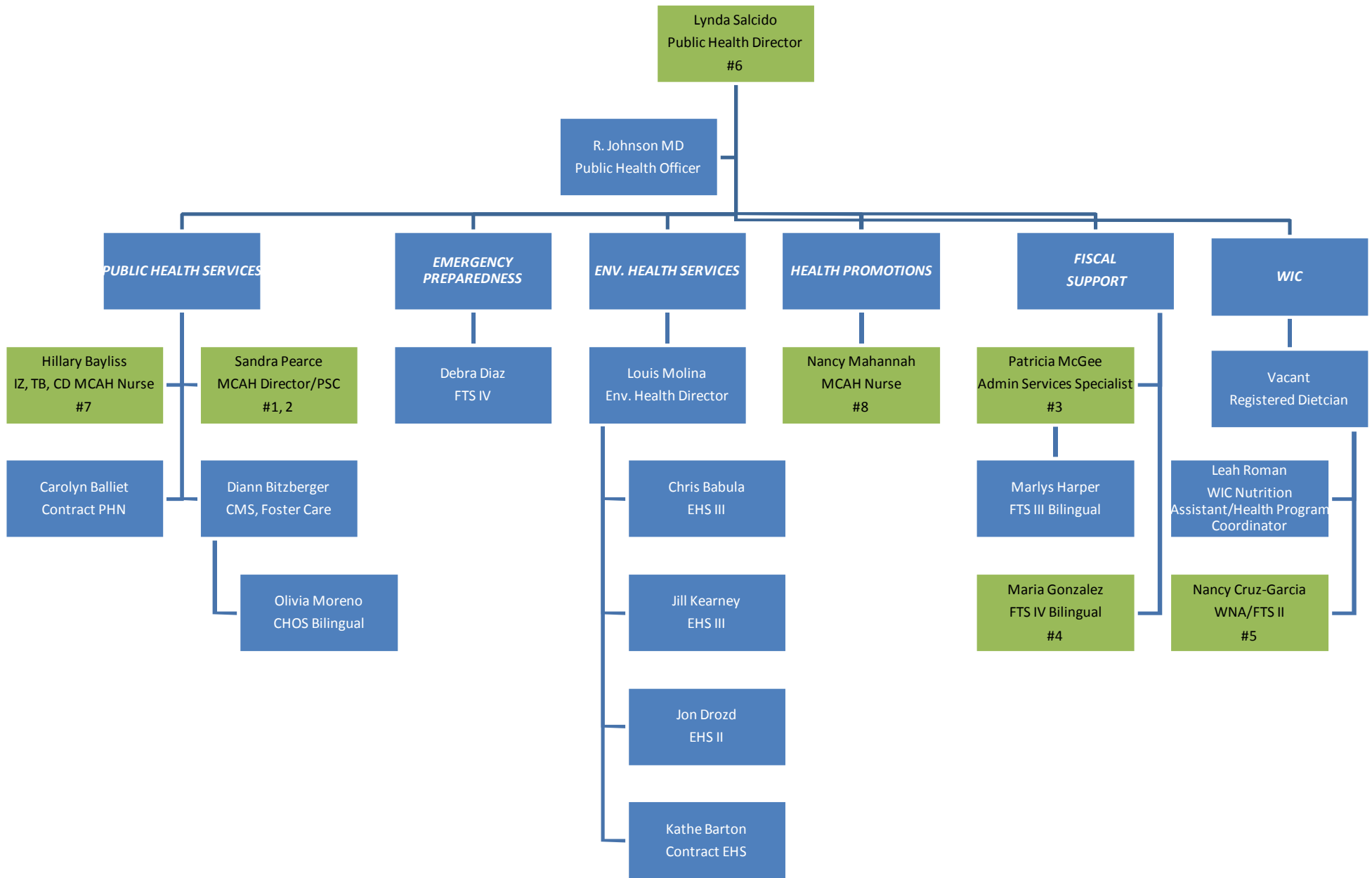
**County Job Specification:** PHN II/III or Health Program Manager

Under the supervision of the MCAH Director, this position is responsible for providing MCAH clinical services, educating clients, and linking them to a variety of appropriate agencies and programs. This position must meet the definition of a Skilled Professional Medical Personnel (SPMP). Duties and responsibilities of this position include but are not limited to:

- Provide education to women on reproductive health and contraception.
- Provide referrals to women to improve their safety, well-being, and access to care including insurance programs such as Covered California, Medi-Cal, Presumptive Eligibility and Family PACT.
- Facilitate client referrals to health and social services.
- Provide pregnancy tests, prenatal education, vitamins, and linkage to early and continuous prenatal care including insurance programs such as Covered California, AIM, Medi-Cal, and Presumptive Eligibility.
- Act as liaison between the local program and other local agencies as appropriate.
- Collect data as required by MCAH Branch.
- Maintains files and records.



# Mono County Health Department Organizational Chart (updated 7/1/15)





MARK B HORTON, MD, MSPH  
Director

State of California—Health and Human Services Agency  
California Department of Public Health



ARNOLD SCHWARZENEGGER  
Governor

June 17, 2008

Lynda Salcido  
Public Health Director  
County of Mono Health Department  
P.O. Box 3329  
Mammoth Lakes, CA 93546

MCAH ALLOCATION #200826  
REQUEST FOR APPROVAL OF MCAH DIRECTOR IN MONO COUNTY

Dear Ms. Salcido:

The request dated June 6, 2008 for approval of Sandra Pearce, R.N., P.H.N., C.N.S., as the Maternal, Child and Adolescent Health (MCAH) Director at 0.50 Full Time Equivalent (FTE) has been reviewed and approved effective, July 1, 2008.

Sandra Pearce has met the requirements for MCAH Director in Mono County based on total population and professional qualifications as identified in the MCAH Policies and Procedures. This approval is applicable for as long as Sandra Pearce holds this position.

Please keep a copy of this approval in your MCAH files for audit purposes. Please submit a copy with each MCAH Agreement Funding Application submitted while the approval is in effect.

It there are any questions about this letter, please contact your Nurse Consultant, Paula Curran, P.H.N., M.H.A., at (916) 650-0376.

Sincerely,

Anita Mitchell, M.D., Chief  
Program Standards Branch  
Maternal, Child and Adolescent Health Program

cc: See next page

Lynda Salcido  
Page 2  
June 10, 2008

cc: David Humes, P.H.N. II  
MCAH Director  
County of Mono Health Department  
P.O. Box 3329  
Mammoth Lakes, CA 93546

Joelyene Browne, Contract Manager  
Program Allocations, Integrity & Support Branch  
Maternal, Child and Adolescent Health Program

Paula Curran, P.H.N., M.H.A.  
Nurse Consultant II  
Program Standards Branch  
Maternal, Child and Adolescent Health Program

MCAH Central File

California Department of Public Health (CDPH)  
Maternal, Child and Adolescent Health (MCAH) Program  
Scope of Work (SOW)

The Local Health Jurisdiction (LHJ), in collaboration with the State MCAH Program, shall strive to develop systems that protect and improve the health of California's women of reproductive age, infants, children, adolescents and their families. The goals and objectives in this MCAH SOW incorporate local problems identified by LHJs 5-Year Needs Assessments and reflect the Title V priorities of the MCAH Division. The local 5-Year Needs Assessment identified problems that LHJs may address in their 5-Year Action Plans. The LHJ 5-Year Action Plans will then inform the development of the annual MCAH SOW.

All LHJs must perform the activities in the shaded areas in Goals 1-3 and monitor and report on the corresponding evaluation/performance measures. In addition, each LHJ is required to develop at least one objective in each of Goals 1 and 2 and 2 objectives for Goal 3, a SIDS objective and an objective to improve infant health. LHJs that receive FIMR funding will perform the activities in the shaded area in Goal 3, Objectives 3.5-3.7 and 3.8. In the second shaded column, Intervention Activities to Meet Objectives, insert the number and percent of cases you will review for the fiscal year. If resources allow, LHJs should also develop additional objectives, which they may place under any of the Goals 1-6. All activities in this SOW must take place within the fiscal year. Please see the MCAH Policies and Procedures Manual for further instructions on completing the SOW.

<http://www.cdph.ca.gov/services/funding/mcah/Pages/LocalMCAHProgramDocuments.aspx>

The development of this SOW was guided by several public health frameworks listed below. Please consider integrating these approaches when conceptualizing and organizing local program, policy, and evaluation efforts.

- The Ten Essential Services of Public Health: <http://www.cdc.gov/nphsp/essentialServices.html>;
- The Spectrum of Prevention: <http://www.preventioninstitute.org/component/taxonomy/term/list/94/127.html>
- Life Course Perspective: <http://mchb.hrsa.gov/lifecourseresources.htm>
- The Social-Ecological Model: <http://www.cdc.gov/violenceprevention/overview/social-ecologicalmodel.html>
- Social Determinants of Health: <http://www.cdc.gov/socialdeterminants/>
- Strengthening Families: <http://www.cssp.org/reform/strengthening-families>

All Title V programs must comply with the MCAH Fiscal Policies and Procedures Manual which is found on the CDPH/MCAH website at:

<http://www.cdph.ca.gov/services/funding/mcah/Pages/FiscalDocuments.aspx>

FIMR LHJs are required to comply with requirements as stated in the FIMR Policies and Procedures Manual:

<http://www.cdph.ca.gov/services/funding/mcah/Pages/FIMRDocuments.aspx>

CDPH/MCAH Division expects each LHJ to make progress towards Title V State Performance Measures and Healthy People 2020 goals. These goals involve complex issues and are difficult to achieve, particularly in the short term. As such, in addition to the required activities to address Title V State Priorities, and Title V and State requirements, the MCAH SOW provides LHJs with the opportunity to develop locally determined objectives and activities that can be realistically achieved given the scope and resources of local MCAH programs.

LHJs are required to comply with requirements as stated in the MCAH Program Policies and Procedures Manual, such as attending statewide meetings, conducting a Needs Assessment every five years, submitting Agreement Funding Applications, and completing Annual Reports.

<sup>1</sup> 2001-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

<sup>3</sup> State Requirement

**Goal 1: Increase access and utilization of health and social services (cross-cutting)**

- Increase access to oral health services<sup>1</sup>
- Increase screening and referral for mental health and substance use services<sup>1</sup>
- Increase utilization of preventive health services<sup>1</sup>
- Target outreach services to identify pregnant women, women of reproductive age, infants, children and adolescents and their families who are eligible for Medi-Cal assistance or other publicly provided health care programs and assist them in applying for these benefits<sup>2</sup>.

The shaded area represents required activities. Nothing is entered in the shaded areas.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p><b>1.1-1.6</b>  <b>All women of reproductive age, pregnant women, infants, children, adolescents and children with special health care needs (CSHCN) will have access to:</b></p> <ul style="list-style-type: none"> <li>• Needed and preventive medical, dental, mental health, substance use services, and social services</li> <li>• Early and comprehensive perinatal care</li> <li>• An environment that maximizes their health</li> </ul>	<p><b>Assessment</b></p> <p><b>1.1</b>                      Identify and monitor the health status of women of reproductive age, pregnant women, infants, children, adolescents, and CSHCN, including the social determinants of health and access/barriers to the provision of:</p> <ol style="list-style-type: none"> <li>1. Preventive, medical, dental, mental health, substance use services, and social services</li> <li>2. Early and comprehensive perinatal care</li> </ol> <p>Monitor trends over time, geographic areas and population group disparities.</p> <p>Annually, share your data with your key health department leadership.</p>	<p><b>Assessment</b></p> <p><b>1.1</b>                      Briefly describe the health status of women of reproductive age, pregnant women, infants, children, adolescents, and CSHCN, including the social determinants of health, and access/barriers to health and social services (includes preventive, medical, dental, mental health, substance use services, social services and perinatal care).</p> <p>Briefly highlight statistics on: trends over time, geographic areas and population group disparities.</p> <p>Date data shared with the key health department leadership. Briefly describe their response, if significant.</p>	<p><b>Assessment</b></p>

<sup>1</sup> 2001-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

<sup>3</sup> State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p><b>1.2</b>                      Participate in collaboratives, coalitions, community organizations, etc., to review data and develop policies and products to address social determinants of health and disparities.</p>	<p><b>1.2</b>                      Report the total number of collaboratives with MCAH staff participation.                       Submit Collaborative Surveys that document participation, objectives, activities and accomplishments of MCAH – related collaboratives.</p>	<p><b>1.2</b>                      List policies or products developed to improve infrastructure and address MCAH priorities.</p>
	<p><b>Policy Development</b>  <b>1.3</b>                      Review, revise and enact policies that facilitate access to Medi-Cal, Medi-Cal Access Program (MCAP), California Children's Services (CCS), Covered CA, Child Health and Disability Prevention Program (CHDP), Women, Infants, and Children (WIC), Family Planning, Access, Care, and Treatment (Family PACT), Text 4 Baby, and other relevant programs.</p>	<p><b>Policy Development</b>  <b>1.3</b>                      Describe efforts to develop policy and systems changes that facilitate access to Medi-Cal, MCAP, Covered CA, CHDP, WIC, CCS, Family PACT, Text 4 Baby, and other relevant programs.                       List formal and informal agreements, including Memoranda of Understanding with Medi-Cal Managed Care (MCMC) plans or other organizations that address the needs of mothers and infants.</p>	<p><b>Policy Development</b>  <b>1.3</b>                      Describe the impact of policy and systems changes that facilitate access to Medi-Cal, MCAP, Covered CA, CHDP, WIC, CCS, Family PACT, and other relevant programs.</p>
	<p><b>Assurance</b>  <b>1.4</b>                      Participate in and/or deliver trainings in MCAH and public health competencies and workforce development as resources allow.</p>	<p><b>Assurance</b>  <b>1.4</b>                      List trainings attended or provided and numbers attending.</p>	<p><b>Assurance</b>  <b>1.4</b>                      Describe outcomes of workforce development trainings in MCAH and public health competencies, including but not limited to, knowledge or skills gained, practice changes or partnerships developed.</p>

<sup>1</sup> 2001-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

<sup>3</sup> State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<b>1.5</b> Conduct activities to facilitate referrals to Medi-Cal, MCAP, Covered CA, CCS, and other low cost/no-cost health insurance programs for health care coverage <sup>2</sup>	<b>1.5</b> Describe activities to facilitate referrals to health insurance and programs.	<b>1.5</b> Report the number of referrals to Medi-Cal, MCAP, Covered CA, CCS, or other low/no-cost health insurance or programs.
	<b>1.6</b> Provide a toll-free or “no-cost to the calling party” telephone information service and other appropriate methods of communication, e.g. local MCAH Program web page to the local community <sup>2</sup> to facilitate linkage of MCAH population to services.	<b>1.6</b> Describe the methods of communication, including the, cultural and linguistic challenges and solutions to linking the MCAH population to services.	<b>1.6</b> Report the following: 1. Number of calls to the toll-free or “no-cost to the calling party” telephone information service 2. The number of web hits to the appropriate local MCAH Program webpage

<sup>1</sup> 2001-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

<sup>3</sup> State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p><b>1.7</b>            Choose one or more of the following activities to promote family-centered, community-based, coordinated systems of care for all CSHCN<sup>2</sup>.</p> <p>Activities may be performed at the individual, provider (medical and non-medical), and/or community level</p> <ol style="list-style-type: none"> <li>1. Promote developmental monitoring, screening, identification and referral, including social-emotional (mental health), for infants and young children (0-5yrs)</li> <li>2. Work with CCS and/or collaboratives to:               <ol style="list-style-type: none"> <li>a. Improve care coordination for CSHCN, especially non-CCS eligible children or children enrolled in CCS in need of services not covered by CCS</li> <li>b. Link children with positive screens to needed services</li> <li>c. Disseminate standard messaging regarding developmental screening</li> </ol> </li> <li>3. Other locally developed activities to serve CSHCN (<b>specify activity here</b>)</li> </ol>	<p><b>1.7</b>            Describe outreach efforts, barriers and opportunities for solutions</p> <ol style="list-style-type: none"> <li>1. Report the following:               <ul style="list-style-type: none"> <li>• Number of children screened and referred</li> <li>• Number and types of providers monitoring, screening and referring children who screen positive to services</li> </ul> </li> <li>2. Activities with CCS or collaboratives to improve:               <ol style="list-style-type: none"> <li>a) care coordination for CSHCN</li> <li>b) linking children with positive screens to needed services</li> <li>c) disseminating standard messaging regarding developmental screening</li> </ol> </li> <li>2. Other specific local activities completed</li> </ol> <p>Quality Improvement/ Quality Assurance (QI/QA) activities completed</p>	<p><b>1.7</b> Describe <b>outcomes</b> of activities conducted to promote:</p> <ol style="list-style-type: none"> <li>1. Developmental monitoring, screening, identification and referral, including social-emotional (mental health) for infants and young children (0-5yrs)</li> <li>2. Work with CCS and/or collaboratives to improve care coordination for CSHCN, especially non-CCS eligible children or children enrolled in CCS in need of services not covered by CCS, link children with positive screens to needed services, and disseminate standard messaging regarding developmental screening</li> <li>3. Other specific local efforts to serve CSHCN</li> <li>4. Number of children with positive screen who were referred to services</li> <li>5. Number and types of policies developed</li> <li>6. Outcomes of QI/QA</li> </ol>
<p><b>Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below.</b></p>			

<sup>1</sup> 2001-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

<sup>3</sup> State Requirement



Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>1.8a By June 30, 2016, 30% of TK-8<sup>th</sup> grade students in Mammoth Unified School District will receive a preventive dental care service through the Miles of Smiles Program, which offers dental exams, topical fluoride applications, dental sealants, and referred to a dental home as appropriate.</p> <p>1.8b By June 30, 2016, 90% of the children who participate in oral health education through the Miles of Smiles Program will show increased knowledge and intent to apply knowledge at home.</p> <p>1.8c By June 30, 2016, implement oral health outreach for 100% of women who have a positive pregnancy test at Mono County Health Department, aimed at increasing utilization of dental services during pregnancy.</p>	<p>1.8a/b Collaborate with oral health partners to implement the Miles of Smiles program which includes:</p> <ul style="list-style-type: none"> <li>• MOU that covers the basics of the program, liability, and outlines responsibilities of partners.</li> <li>• Consent forms for parents.</li> <li>• Dental exams, fluoride varnish and sealants as appropriate for children who have parental consent.</li> <li>• Case management to assist with referrals and follow-ups</li> <li>• A CQI/QA process to monitor implementation of processes, a regular feedback mechanism to continually improve the process and evaluate the impact.</li> <li>• Oral health education and hygiene instruction.</li> <li>• A process to measure increased knowledge and intent to apply knowledge at home.</li> </ul> <p>1.8c Develop and administer outreach materials which include:</p> <ul style="list-style-type: none"> <li>○ National Maternal and Child Oral Health's free education materials <a href="http://www.mchoralhealth.org/">http://www.mchoralhealth.org/</a></li> </ul>	<p>1.8a/b</p> <ul style="list-style-type: none"> <li>• Brief description of Oral Health Taskforce planning meeting outcomes, including the number of meetings and attendees.</li> <li>• Identify the locations where program is being implemented.</li> <li>• Report number and types of staff who will administer program.</li> <li>• Briefly describe the referral process.</li> <li>• Briefly describe the CQI/QA process.</li> <li>• Briefly describe lessons learned.</li> <li>• Briefly describe process to measure increased knowledge and intent to apply knowledge at home.</li> </ul> <p>1.8c</p> <ul style="list-style-type: none"> <li>• List and briefly describe selected key oral health messages.</li> <li>• Report the number of program clients who received oral health outreach and referral to care.</li> <li>• List materials and resources that</li> </ul>	<p>1.8a/b</p> <ul style="list-style-type: none"> <li>• Number of students who received an oral health exam.</li> <li>• Number of students who received topical fluoride varnish application.</li> <li>• Number of students who received dental sealants, and total number of sealants placed.</li> <li>• Number of students referred to a dental home.</li> <li>• Number of students referred for further assessment or care.</li> <li>• Describe the outcomes of the CQI/QA process, including methods of measurements and results.</li> <li>• Number of students who received oral health education and hygiene instruction.</li> <li>• Percent of students demonstrating increased knowledge and intent to apply knowledge at home.</li> </ul> <p>1.8c</p> <ul style="list-style-type: none"> <li>• Number of women receiving oral health outreach.</li> <li>• Brief description of oral health outreach, including objectives and strategies.</li> <li>• Brief description of the plan to</li> </ul>

<sup>1</sup> 2001-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

<sup>3</sup> State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p><a href="#">materials/consumerbrochures.html</a></p> <ul style="list-style-type: none"> <li>○ Local oral health resource guide.</li> <li>○ Toothbrush, floss, and toothpaste.</li> <li>● Assist client in accessing Presumptive Eligibility, MediCal/DentiCal.</li> <li>● Meet with OB and Dental Clinic staff to ensure that clients are being referred for dental care during pregnancy.</li> <li>● Develop a plan to evaluate the outcomes of the outreach, including policy changes, if any.</li> </ul>	<p>were created and/or identified for use in outreach.</p>	<p>evaluate the effectiveness of the campaign and any outcomes.</p> <ul style="list-style-type: none"> <li>● Brief description of policy changes, if any..</li> </ul>

<sup>1</sup> 2001-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

<sup>3</sup> State Requirement

**Goal 2: Improve preconception health by decreasing risk factors for adverse life course events among women of reproductive age**

- Decrease unintended pregnancies<sup>1</sup>
- Decrease the burden of chronic disease<sup>1</sup>
- Decrease intimate partner violence<sup>1</sup>
- Assure that all pregnant women will have access to early, adequate, and high quality perinatal care with a special emphasis on low-income and Medi-Cal eligible women<sup>2</sup>

The shaded area represents required activities. Nothing is entered in the shaded areas.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<b>2.1-2.3</b> All women will have access to quality maternal and early perinatal care, including CPSP services for Medi-Cal eligible women.	<b>Assurance</b> <b>2.1</b> Develop MCAH staff knowledge of the system of maternal and perinatal care.  Conduct local activities to facilitate increased access to early and quality perinatal care.	<b>Assurance</b> <b>2.1</b> Report the following: 1. List of trainings received by staff on perinatal care 2. List activities implemented to increase access of women to early and quality perinatal care 3. Barriers and opportunities to improve access to early and quality perinatal care	<b>Assurance</b> <b>2.1</b> Describe <b>outcomes</b> of the following: 1. Behavior or practice change following receipt of training 2. Activities implemented to increase access to and improve the quality of perinatal care 3. Activities addressing the barriers to improve access to early and quality perinatal care
	<b>2.2</b> Maintain and manage a network of perinatal providers, including certified CPSP providers.  Provide technical assistance or education to improve perinatal care access and quality of	<b>2.2</b> Describe local network of perinatal providers, including CPSP providers (e.g. concentration of Medi-Cal Managed Care, Fee-for Service, etc)  List technical assistance activities provided to perinatal and CPSP providers (e.g. resources,	<b>2.2</b> Describe adequacy of current network of perinatal providers in meeting the needs of local maternal population.  Describe improvement/s in provider knowledge or practice following technical assistance on

<sup>1</sup> 2001-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

<sup>3</sup> State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	perinatal services.  Conduct activities with local provider networks and/or health plans to improve access to and quality of perinatal services including coordination and integration of care.	referrals, tracking system for follow-up, assessments, interventions, infant care etc).  <b>** If above is not applicable to the local site,</b>  Summarize perinatal training or education sessions conducted with at-risk, Medi-Cal eligible women.  Briefly summarize shared activities performed with current provider networks and/or local health plans to improve access to and quality of perinatal services including coordination and integration of care.	perinatal care access and quality of perinatal services.  Describe outcome of shared activities performed with the perinatal provider networks and/or local health plan in improving access to and quality of perinatal services
	<b>2.3</b> Conduct face-to-face quality assurance/quality improvement (QA/QI) activities with CPSP providers to ensure that protocols are in place and implemented.	<b>2.3</b> List the types of CPSP provider QA/QI activities conducted during site visits.  Report the number of actual site visits conducted with enrolled CPSP providers	<b>2.3</b> Describe the results of QA/QI activities that were conducted.
<b>Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below.</b>			
<b>2.4a</b> By June 30, 2016, in collaboration with Eastern Sierra Unified School District (ESUSD), implement a comprehensive sexual health curriculum at Coleville and	<b>2.4a</b> <ul style="list-style-type: none"> <li>Coordinate with ESUSD administration to set dates in the 15-16 school year to provide comprehensive sex education.</li> </ul>	<b>2.4a</b> <ul style="list-style-type: none"> <li>Brief description of sex education program and process to measure increased knowledge.</li> <li>Describe challenges and solutions to</li> </ul>	<b>2.4a</b> <ul style="list-style-type: none"> <li>Number of students who demonstrate increased knowledge about sexual health and local resources/ Total number of students</li> </ul>

<sup>1</sup> 2001-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

<sup>3</sup> State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>Lee Vining High Schools.</p> <p>2.4b            By October 31, 2015, coordinate with all Mono County School Districts to administer the Alcohol and Other Drugs and Sexual Health modules of the California Healthy Kids Survey in Fall 2015.</p>	<ul style="list-style-type: none"> <li>Develop curriculum and evaluation using resources from</li> <li>Sexual Risk Behavior Guidelines &amp; Strategies:  <a href="http://www.cdc.gov/healthyouth/sexualbehaviors/strategies.htm">http://www.cdc.gov/healthyouth/sexualbehaviors/strategies.htm</a></li> <li>Reducing Adolescents Sexual Risk: A Theoretical Guide for Developing and Adapting Curriculum-Based Programs:  <a href="http://pub.etr.org/upfiles/ReducingAdolescentSexualRisk.pdf">http://pub.etr.org/upfiles/ReducingAdolescentSexualRisk.pdf</a></li> <li>Office of Adolescent Health:  <a href="http://www.hhs.gov/ash/oah/oah-initiatives/paf/resources/youth-development.html">http://www.hhs.gov/ash/oah/oah-initiatives/paf/resources/youth-development.html</a></li> <li>Adolescent Sexual Health Work Group:  <a href="http://www.cdph.ca.gov/programs/mcah/Pages/ASHWG-HomePage.aspx">http://www.cdph.ca.gov/programs/mcah/Pages/ASHWG-HomePage.aspx</a></li> <li>California Adolescent Health Collaborative:  <a href="http://www.californiateenhealth.org/about-us/overview">http://www.californiateenhealth.org/about-us/overview</a></li> <li>BDI Logic Models: A useful tool for designing, strengthening, and evaluating programs to reduce adolescent sexual risk taking, pregnancy, HIV and other STDs.  <a href="http://recapp.etr.org/recapp/docum">http://recapp.etr.org/recapp/docum</a></li> </ul>	<p>implementing program</p> <ul style="list-style-type: none"> <li>List technical assistance provided</li> <li>Briefly describe the CQI process developed.</li> </ul> <p>2.4b</p> <ul style="list-style-type: none"> <li>Brief description of the outcomes of the meetings, including the number of meetings and attendees.</li> </ul>	<ul style="list-style-type: none"> <li>Briefly describe the knowledge gained as a result of the program.</li> <li>Describe the outcomes of the CQI process including methods of measurements and results.</li> </ul> <p>2.4b</p> <ul style="list-style-type: none"> <li>Number of School Districts that implement the additional modules of the California Healthy Kids Survey/ 3 School Districts</li> </ul>

<sup>1</sup> 2001-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

<sup>3</sup> State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p><a href="#">ents/BDILOGICMODEL20030924.pdf</a></p> <ul style="list-style-type: none"> <li>California Minor Consent and Confidentiality Laws:  <a href="http://www.teenhealthlaw.org/fileadmin/teenhealth/teenhealthrights/ca/CaMinorConsentConfChartFull11-11.pdf">http://www.teenhealthlaw.org/fileadmin/teenhealth/teenhealthrights/ca/CaMinorConsentConfChartFull11-11.pdf</a></li> <li>Develop a process to measure knowledge change.</li> <li>Coordinate with local providers and agency representatives to give presentations on topics related to sexual wellness and local resources.</li> <li>Develop and implement a CQI process to monitor implementation of processes, a regular feedback mechanism to continually improve the process and evaluate the impact.</li> </ul> <p>2.4b</p> <ul style="list-style-type: none"> <li>Coordinate with Mono County Office of Ed to determine what steps need to be taken to add the modules to the survey, and who will pay for them.</li> <li>Meet with school administrators to discuss local concerns regarding sexual health of students, limited data to validate concerns, and importance of knowing what concerns need to be addressed locally.</li> </ul>		

<sup>1</sup> 2001-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

<sup>3</sup> State Requirement

**Goal 3: Reduce infant morbidity and mortality**

- Reduce pre-term births and infant mortality<sup>1</sup>
- Increase safe sleep practices<sup>1</sup>
- Increase exclusive breastfeeding initiation and duration<sup>1</sup>

The shaded area represents required activities. Nothing is entered in the shaded areas, except for FIMR LHJs.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<b>3.1-3.2</b> <b>All infants are provided a safe sleep environment</b>	<b>3.1 Assurance</b> Establish contact with parents/caregivers of infants with presumed SIDS death to provide grief and bereavement support services <sup>3</sup> .	<b>3.1 Assurance</b> (Insert number) of parents/caregivers who experience a presumed SIDS death and the number who are contacted for grief and bereavement support services.	
	<b>3.2</b> Attend the SIDS Annual Conference/ SIDS training(s) and other conferences/trainings related to infant health <sup>3</sup> .	<b>3.2</b> Provide staff member name and date of attendance at SIDS Annual Conference/training(s) and other conferences/trainings related to infant health.	<b>3.2</b> Describe results of staff trainings related to infant health.

<sup>1</sup> 2001-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

<sup>3</sup> State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<b>Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below.</b>			
<p>3.3                      By June 30, 2016, 90% of law enforcement personnel receiving SIDS/SUID training will demonstrate increased knowledge of responding to an infant death and at least one way they plan to use the information in their work.</p>	<p>3.3                      Coordinate with Mono County Sheriff and Chief of Police to provide SIDS/SUID training to law enforcement personnel.</p> <ul style="list-style-type: none"> <li>Assess current policies and protocols.</li> <li>Coordinate with Dennis Watt, Placer County Coroner and SIDS Advisory Council member.</li> <li>Develop training and evaluation tool using resources from the California SIDS center, the SIDS Center, and SIDS Project Impact.</li> <li>Develop a process to measure knowledge change and intent to use the information in their work.</li> <li>Follow up with Mono County Sheriff and Chief of Police to offer TA and to determine changes in practice as a result of the training.</li> <li>When responding to homes where infants reside, and not an infant death call, encourage law enforcement personnel to promote safe sleep environments and SIDS risk reduction practices.</li> </ul>	<p>3.3</p> <ul style="list-style-type: none"> <li>Brief description of training and process to measure increased knowledge.</li> <li>Describe challenges and solutions to responding to an infant death, or implementing SIDS risk reduction activities.</li> <li>List technical assistance provided.</li> <li>Briefly describe the CQI process developed.</li> </ul>	<p>3.3</p> <ul style="list-style-type: none"> <li>Number of trainings implemented/1 training.</li> <li>Number of law enforcement personnel who demonstrate increased knowledge of responding to an infant death and at least one way they plan to use the information in their work / number of law enforcement personnel attending training.</li> <li>Briefly describe the knowledge gained as a result of the trainings.</li> <li>Describe the outcomes of the CQI process including methods of measurements and results.</li> </ul>
<p>3.4                      By June 30, 2016, develop a strategy to reduce adolescent use of alcohol or other drugs.</p>	<p>3.4                      Work with community partners to develop one strategy to reduce adolescent alcohol or drug use.</p>	<p>3.4</p> <ul style="list-style-type: none"> <li>List partners. Maintain on file the list of meetings, agendas, minutes.</li> <li>Describe the rationale for the</li> </ul>	<p>3.4                      Number of strategies developed/ 1 strategy                      Briefly describe the following:</p>

<sup>1</sup> 2001-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

<sup>3</sup> State Requirement



Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<ul style="list-style-type: none"> <li>Review results of the SDRR Youth Survey.</li> <li>Conduct key informant interviews to increase understanding of factors contributing to teen access to alcohol and drugs.</li> <li>Research best practices on reducing use of and access to alcohol and other drugs by women of reproductive age.</li> <li>Discuss current capacity and resources.</li> <li>Outcome measures to be developed in conjunction with strategy development.</li> <li>Build CQI/QA measures in the strategy to ensure plan is implemented as intended and the outcomes.</li> </ul>	<p>strategy chosen and process for developing the strategy</p> <p>Briefly describe CQI/QA process developed</p>	<ul style="list-style-type: none"> <li>The strategy.</li> <li>The process for implementation and evaluation of the strategy.</li> <li>Any policies implemented.</li> </ul> <p>Outcomes of CQI/QA process and the method of measurement, if available.</p>
<b>For FIMR LHJs Only:</b> <b>3.5-3.7</b> <b>Preventable fetal, neonatal and postneonatal deaths will be reduced.</b>	<b>For FIMR LHJs Only:</b> <b>Assessment</b> <b>3.5</b> Complete the review of at least ___ cases, which is approximately ___% of all fetal, neonatal, and postneonatal deaths.	<b>For FIMR LHJs Only:</b> <b>Assessment</b> <b>3.5</b> Submit number of cases reviewed as specified in the Annual Report table.	<b>For FIMR LHJs Only:</b> <b>Assessment</b> <b>3.5</b> Submit periodic local summary report of findings and recommendations (periodicity to be determined by consulting with MCAH).
	<b>Assurance</b> <b>3.6</b> Establish, facilitate, and maintain	<b>Assurance</b> <b>3.6-3.7</b>	

<sup>1</sup> 2001-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

<sup>3</sup> State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p>a Case Review Team (CRT) to review selected cases, identify contributing factors to fetal, neonatal, and postneonatal deaths, and make recommendations to address these factors.</p> <p><b>3.7</b>            Establish, facilitate, and maintain a Community Action Team (CAT) to recommend and implement community, policy, and/or systems changes that address review findings.</p>	<p>Submit FIMR Tracking Log and FIMR Committee Membership forms for CRT and CAT with the Annual Report.</p>	

<sup>1</sup> 2001-2015 Title V State Priorities

<sup>2</sup> Title V Requirement

<sup>3</sup> State Requirement

**Goal 4: Increase the proportion of children, adolescents and women of reproductive age who maintain a healthy weight**

- Increase exclusive breastfeeding initiation and duration<sup>1</sup>
- Increase consumption of a healthy diet<sup>1</sup>
- Increase physical activity<sup>1</sup>

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>4.1 By June 30, 2016, develop a strategy to increase consumption of a healthy diet/or increase physical activity for youth.</p>	<p>4.1 Work with community partners to develop one strategy to increase consumption of a healthy diet /or physical activity for youth.</p> <ul style="list-style-type: none"> <li>• Engage Youth Advisory Council (YAC) to discuss current needs for youth in the community related to health and recreation.</li> <li>• Review best practices with Youth Advisory Council (YAC), Nutrition and Physical Activity Taskforce (NPAT), and community partners.</li> <li>• Discuss current capacity and resources.</li> <li>• Design strategy.</li> <li>• Build CQI/QA measures in the strategy to ensure plan is implemented as intended and the outcomes.</li> </ul>	<p>4.1</p> <ul style="list-style-type: none"> <li>• List partners. Maintain on file the list of meetings, agendas, minutes.</li> <li>• Describe the rationale for the strategy chosen and process for developing the strategy</li> <li>• Briefly describe CQI/QA process developed</li> </ul>	<p>4.1 Number of strategies developed/ 1 strategy</p> <p>Briefly describe the following:</p> <ul style="list-style-type: none"> <li>• The strategy.</li> <li>• The process for implementation and evaluation of the strategy.</li> <li>• Any policies implemented.</li> <li>• Outcomes of CQI/QA process and the method of measurement, if available.</li> </ul>

1 2001-2015 Title V State Priorities  
 2 Title V Requirement  
 3 State Requirement

**Exhibit** \_\_\_\_\_

**INVENTORY/DISPOSITION OF CDPH-FUNDED EQUIPMENT**

Current Contract Number: 201526

Date Current Contract Expires: 6/30/16

Previous Contract Number (if applicable): 201226

CDPH Program Name: MCAH

Contractor's Name: Mono County Health Department

CDPH Program Contract Manager: Kristy Lieu

CDPH Program Address: 1615 Capital Ave, MS 8305 P.O. Box 997420

Contractor's Complete Address: P.O. Box 3329

Sacramento, CA 95899-7420

Mammoth Lakes, CA 93546

CDPH Program Contract Manager's Telephone Number: 916-650-0326

Contractor's Contact Person: Sandra Pearce, MCAH Director

Date of this Report: 8.12.15

Contact's Telephone Number: 760-924-1818

**(THIS IS NOT A BUDGET FORM)**

STATE/CDPH PROPERTY TAG (If motor vehicle, list license number.)	QUANTITY	ITEM DESCRIPTION 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	UNIT COST PER ITEM (Before Tax)	CDPH ASSET MGMT. USE ONLY CDPH Document (DISPOSAL) Number	ORIGINAL PURCHASE DATE	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	OPTIONAL— PROGRAM USE ONLY
	1	Dell Latitude E6520 computer, mouse and docking statio	\$ 1000.91		9/14/2012	1P8QGV1	
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OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**     October 20, 2015

**Departments: Probation**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**             Hiring Freeze Variance Request

---

### AGENDA DESCRIPTION:

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

Probation Department request for a variance to the hiring freeze to hire a Deputy Probation Officer V (DPO V).

---

### RECOMMENDED ACTION:

Approve hiring freeze variance and authorize the Probation Department Chief of Probation to initiate recruitment of a DPO V.

---

### FISCAL IMPACT:

No fiscal impact to the Mono County General Fund. Position to be filled from within Mono County Probation Department. Increase in salary and benefits for this fiscal year will total \$17,164 (\$6,489 salary and \$10,675 benefits) and will be fully funded by Community Corrections Partnership (CCP) which was previously approved by the CCP Executive Committee and is included in the approved 2015/16 budget.

---

**CONTACT NAME:** Karin Humiston

**PHONE/EMAIL:** 760-932-5570 / khumiston@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:

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[Staff Report](#)

[Deputy Probation Officer V Job Description](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/30/2015 11:51 AM	County Administrative Office	Yes
10/15/2015 9:08 AM	County Counsel	Yes
10/6/2015 6:23 PM	Finance	Yes



MAILING : P.O. BOX 596, BRIDGEPORT, CALIFORNIA 93517  
BRIDGEPORT OFFICE (760) 932-5570 • FAX (760) 932-5571  
MAMMOTH OFFICE (760) 924  
1730 • FAX (760) 924-1731

probation@mono.ca.gov

Stan Eller  
Presiding Judge  
Superior Court

Dr. K. Arch Humiston  
Chief Probation Officer

Date: October 6, 2015

To: Honorable Board of Supervisors

From: K. S. Humiston, Chief of Probation

Subject: Hiring Freeze Variance – Deputy Probation Officer V, Senior

**Recommended Action:**

Authorize the Chief of Probation, in consultation with Human Resources, to recruit and fill the Deputy Probation Officer V, Senior vacancy. This is an authorized position. It was funded in the 2015-16 budget.

**Discussion:**

In September 2012, the probation organizational structure consisted of a Chief, an Assistant Chief and four Deputy Probation Officers. When the Assistant Chief resigned, the remaining officers did not have the experience to apply for such a position. The Board of Supervisors authorized the elimination of this position and the addition of a Lead Deputy Probation Officer (PO III) so that officers could gain leadership skills. Roughly 9 months later, another PO III was added and funded under the CCP. As an organization, Probation Services has organized several leadership and integrated management trainings. Further, officers are receiving experience on managing projects and reports.

The Chief of Probation, in developing a succession plan for her impending retirement in two years, reorganized to add a supervisory/management position. The department also needs an additional supervisory position so as to adequately supervise all staff.

In June of FY14-15, the Community Corrections Partnership (CCP) authorized the expenditure for the difference between a Probation Officer II and a Probation Officer V.

This would be an internal competitive position thereby adding no additional positions. This classification was added as there are no supervisory positions, outside of the Chief of Probation, assigned to probation.

**Fiscal Impact:**

No fiscal impact to the Mono County General Fund. Position to be filled from within Mono County Probation Department. Increase in salary and benefits for this fiscal year will total \$17,164 (\$6,489 salary and \$10,675 benefits) and will be fully funded by Community Corrections Partnership (CCP) which was previously approved by the CCP Executive Committee and is included in the approved 2015/16 budget.



## Deputy Probation Officer, Senior (PO V)

### DEFINITION

Under general supervision, to plan, organize, and supervise the work of an assigned group of professional Deputy Probation Officers; to perform professional case work and investigation, assessment, supervision, and enforcement; to refer juvenile and adult probationers to counseling and various social services as deemed necessary; to prepare recommendations and reports to the courts; and to do related work as required.

### DISTINGUISHING CHARACTERISTICS

This is the full supervisory level in the Deputy Probation Officer class series. Incumbents are expected to perform the most complex professional probation work with minimal direction and supervision. This class is distinguished from Deputy Probation Officer III by the fact that incumbents exercise full supervisory responsibilities over assigned staff and programs, as well as perform the full scope of professional probation case work in either adult and/or juvenile probation. The incumbents in this classification provide special staff assistance to the Chief Probation Officer and the Assistant Chief Probation Officer. Incumbents in this classification are sworn peace officers as defined by PC 832.

### REPORTS TO

Chief Probation Officer

### CLASSIFICATIONS SUPERVISED

Deputy Probation Officer I, II, III, Probation Aide

### EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES *(The following is used as a partial description and is not restrictive as to duties required.)*

Plans, directs, supervises and coordinates the daily activities and staff of a major program unit; directs and participates in the development and implementation of unit goals, objectives, policies and priorities; supervises staff in the preparation of pre-sentence investigative reports and violation of probation reports; supervises the unit field staff in conducting searches of probationers and their residences; trains and evaluates staff; coordinates multi-agency law enforcement operations; carries an assigned caseload in the investigation and supervision of adult and /or juvenile offenders; makes arrests and transports persons in custody for booking; prepares recommendations and Superior Court pre-sentence/investigation reports regarding juveniles and adults; may serve as intake officer determining if

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES (Continued)

a court action is necessary and a petition should be filed; investigates offenses against the law by juveniles and adults; performs crisis counseling as necessary; interviews offenders, victims, arresting officers, parents, relatives, and other persons regarding juvenile and adult offenders; reviews psychological information and reports, making assessments for appropriate placement of juveniles and need for referral to other community resources; monitors progress of drug testing of probationers, their activities and overall behaviors while on probation; documents violations and may arrest probationers who are not in compliance with court orders; may prepare special reports regarding guardianships, adoptions, conservatorships, underage marriages, and custody disputes; represents the Probation Department before the courts, presenting detailed oral arguments and position statements; assists the District Attorney's office with handling juvenile court hearings; may serve as an "on-call" officer for juvenile problems; prepares and submits comprehensive legal documents/reports detailing the facts of cases, reviewing supporting evidence and making recommendations to the Courts regarding granting of probation violations of probations, termination of probation, expunging case histories, bail reduction, and bail considerations; makes financial arrangements for collections of fines, restitution, and fees; coordinates probation casework assignments with other County staff, community agencies; attends and may testify at court pleas, conviction hearings, and sentencing hearings; prepares local and statewide reports; writes and oversees grants; may supervise intensive cases; attends training programs and maintains current training; responds to citizen complaints and information requests.

TYPICAL WORKING CONDITIONS

Work is performed in office, correction facilities, courtroom, and outdoor environments; work is performed in varying temperatures; some work is performed in confined and noisy areas; possible exposure to violent aggressive person, caustic materials and potentially infectious environments; continuous contact with other staff and the public.

DESIREABLE QUALIFICATIONSKnowledge of:

- Mono County Code of Conduct, functions, policies, and procedures of the County Probation Department and social services, legal, and law enforcement departments.
- Provisions of Civil, Penal, Welfare, and Institutions, Education, Vehicle, and Health and Safety Codes applicable to probation work.
- Principles and methods of adult and juvenile probation work, including casework objectives and methods.
- The Mono County court system and court procedures as well as the California Rules of Court.
- Arrest, search and seizure procedures.
- Preservation and presentation of evidence.
- Behavior problems of juveniles and adults and behavior modification techniques.
- Care and custody of juvenile wards.

DESIREABLE QUALIFICATIONS (Continued)

Knowledge of: (continued)

- Community resources and agencies available to probationers.
- Psychodynamics and physical manifestations of chemical dependency, sexual deviance domestic violence, and elder/child abuse.
- Principles of supervision, training and work direction.
- Principles of leadership.

Ability to:

- Represent to Department of Probation professionally.
- Adhere to the Mono County Code of Conduct.
- Positively and professionally communicate.
- Apply the methods and practices of adult and juvenile probation work.
- Interpret and apply appropriate provisions of California Codes and laws.
- Gather, organize, and analyze information applicable to the development of probation and court recommendations.
- Effectively communicate both orally and in writing.
- Interview adult and juvenile offenders, families and other related to assigned cases.
- Supervise and train assigned probation staff.
- Work independently and manage a substantial caseload.
- Recognize health and behavioral problems in juveniles and adults.
- Effectively respond to emergency or critical situations, remaining calm in threatening, combative and/or confrontational situations.
- Deal tactfully and courteously with people from a variety of cultural and ethnic backgrounds.
- Exercise good judgment in handling potentially hostile/violent situations.
- Drive an automobile to transport adults and juveniles.
- Professionally represent Mono County Probation Services in contacts with the public, other County staff and other law enforcement agencies.
- Regularly work well under pressure, meeting multiple and sometimes conflicting deadlines.
- Constantly demonstrate cooperative positive, problem-solving and goal-setting behavior with colleagues, supervisors and victims/clients.

TRAINING AND EXPERIENCE:

Any combination of training and experience, which would likely provide the required knowledge and abilities, is qualifying. A typical way to obtain the required knowledge and abilities would be:

Three (3) years of experience performing professional probation work comparable to Deputy Probation Officer II.

Completion of advanced level course work in sociology, psychology, behavior sciences, or a closely related field is highly desirable. Bachelor's degree in criminal justice, sociology, psychology, behavior sciences is highly desirable.

SPECIAL REQUIREMENTS:

Possession of, or ability to obtain a valid California Driver's license

Completion of P.C. 832 Training

Must maintain compliance with annual training requirements

Possess a Bachelor's degree



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     October 20, 2015

**Departments: Behavioral Health**

**TIME REQUIRED**

**SUBJECT**             Amendment to Department of Health  
Care Services Substance Use  
Disorder 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 amendment with Department of Health Care Services for Substance Use Disorder prevention, treatment and recovery.

---

**RECOMMENDED ACTION:**

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

---

**FISCAL IMPACT:**

There is no fiscal impact to the Mono County General Fund. This amendment reflects an increase in maximum amount payable by \$3,915 and is amended to read, \$1,201,944 (a change from the original amount of \$1,198,029).

---

**CONTACT NAME:** Robin Roberts

**PHONE/EMAIL:** 760.924.1740 / rroberts@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:**

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[Staff Report](#)

[Agreement 1 of 2, DHCS SJD Amendment](#)

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[📄 Agreement 2 of 2, DHCS SUD Amendment](#)

[📄 DHCS SUD Amendment Cert](#)

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### History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/6/2015 11:23 AM	County Administrative Office	Yes
10/14/2015 5:49 PM	County Counsel	Yes
10/6/2015 6:37 PM	Finance	Yes



**MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT**

---

**COUNTY OF MONO**

---

P. O. BOX 2619 MAMMOTH LAKES, CA 93546 (760) 924-1740 FAX: (760) 924-1741

**TO:** Mono County Board of Supervisors  
**FROM:** Robin K. Roberts, Behavioral Health Director  
**DATE:** September 29, 2015

**SUBJECT:**

Approve Amendment to Performance Contract with Department of Health Care Services (DHCS) for Multi-Year Contract for Substance Use Disorder services for the period of July 1, 2014 to June 30, 2017.

Designate director of Mono County Behavioral Health authority to sign contract.

**DISCUSSION:**

This is an amendment to the original FY 14/15 - 16/17 Substance Use Disorder Contract with the Department of Health Care Services.

This amendment has some changes—text additions are displayed in bold and underline, deletions in strike through text.

This amendment also reflects an increase in maximum amount payable by \$3,915.

**FISCAL IMPACT:**

There is no fiscal impact to the Mono County General Fund.

This amendment reflects an increase in maximum amount payable by \$3,915 and is amended to read, \$1,201,944 (a change from the original amount of \$1,198,029).

**SUBMITTED BY:**

Robin K. Roberts, Director of Behavioral Health, Contact: 760.924.1740

STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**  
 STD 213A\_DHCS (Rev 03/15)

Check here if additional pages are added: 63 Page(s)

Agreement Number <b>14-90073</b>	Amendment Number <b>A01</b>
Registration Number:	

1. This Agreement is entered into between the State Agency and 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>County of Mono</b>	(Also referred to as Contractor)
2. The term of this Agreement is: **July 1, 2014**  
through **June 30, 2017**
3. The maximum amount of this **\$ 1,201,944**  
Agreement after this amendment is: **One Million, Two Hundred One Thousand, Nine Hundred Forty-Four Dollars**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- I. **Amendment effective date:** July 1, 2015
- II. **Purpose of amendment:** This amendment 1) modifies the terms and conditions; 2) increases funding for Fiscal Year 2015-16 and 3) identifies the changes in Exhibit B Attachment I A1 – Funding Amounts. The contractor is performing more of the same services as outlined in the original contract.
- III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).
- IV. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by \$3,915 and is amended to read: ~~\$1,198,029 (One Million, One Hundred Ninety Eight Thousand, Twenty Nine Dollars)~~ **\$1,201,944 (One Million, Two Hundred One Thousand, Nine Hundred Forty-Four Dollars)**.

(Continued on next page)

All other terms and conditions shall remain the same.

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

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) <b>County of Mono</b>		
By(Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing <b>Robin K. Roberts, MFT Director</b>		
Address <b>P.O. Box 2619, Mammoth Lakes, CA 93546</b>		
<b>STATE OF CALIFORNIA</b>		<input checked="" type="checkbox"/> Exempt per: <b>DGS memo dated 07/10/96 and Welfare and Institutions Code 14087.4</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>		



**Exhibit A, Attachment I A1  
Program Specifications**

**Part I - General**

**A. Additional Contract Restrictions**

This Contract 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 Contract in any manner.

**B. Nullification of Drug Medi-Cal (DMC) Treatment Program substance use disorder services (if applicable)**

The parties agree that if the Contractor fails to comply with the provisions of Welfare and Institutions Code (W&I) Section 14124.24, all areas related to the DMC Treatment Program substance use disorder services shall be null and void and severed from the remainder of this Contract.

In the event the Drug Medi-Cal Treatment Program Services component of this Contract becomes null and void, an updated Exhibit B, Attachment I **A1** will take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Contract. All other requirements and conditions of this Contract will remain in effect until amended or terminated.

**C. Hatch Act**

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

**D. No Unlawful Use or Unlawful Use Messages Regarding Drugs**

Contractor agrees that information produced through these funds, and which pertains to drug and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol - related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its Subcontractors to enforce, these requirements.

E. Noncompliance with Reporting Requirements

Contractor agrees that the State has the right to withhold payments until Contractor has submitted any required data and reports to the State, as identified in Exhibit A, Attachment I **A1**, Part III – Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

F. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

G. Restriction on Distribution of Sterile Needles

No **Substance Abuse Prevention and Treatment (SAPT) Block Grant** funds made available through this Contract shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users. ~~with Substance Abuse Prevention and Treatment Block Grant funds.~~

H. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Contract is subject to the HIPAA, then Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit G, the State and County shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit G for additional information.

1. Trading Partner Requirements

- (a) No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))
- (b) No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))
- (c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications. (45 CFR Part 162.915 (c))

- (d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 CFR Part 162.915 (d))

2. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that the State or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

Contractor agrees to cure transactions errors or deficiencies identified by the State, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both Parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Contract. Each Party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

I. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

J. Counselor Certification

Any counselor providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H)

K. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

L. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo alcohol and other drug (AOD) treatment (42 USC 300x-23(b) of PHS Act).

M. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;
2. Reduce barriers to patients' accepting TB treatment; and,
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

N. Trafficking Victims Protection Act of 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104). For full text of the award term, go to:

<http://www.samhsa.gov/grants/trafficking.aspx>

<http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

O. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the County.

P. Participation of County Alcohol and Drug Program Administrators Association of California and County Behavioral Health Director's Association of California.

Pursuant to HSC Section 11801(g), the county AOD program administrator shall participate and represent the county in meetings of the County Alcohol and Drug Program Administrators Association of California for the purposes of representing the counties in their relationship with the ~~s~~State with respect to policies, standards, and administration for alcohol and other drug abuse services. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Pursuant to HSC Section 11811.5(c), the ~~county alcohol and drug~~AOD program administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Youth Treatment Guidelines

Contractor will follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to apply.

R. Restrictions on Grantee Lobbying – Appropriations Act Section 503

No part of any appropriation contained in this Act shall be ~~used~~used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, ~~except in presentation to the Congress itself or any State legislature, except in presentation to the Congress or any State legislative body itself.~~

No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting during for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

S. Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

T. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of handicap.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

U. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800
4. No state or federal funds shall be used by the Contractor or its Subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its Subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

V. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments after affect the provisions, terms, or funding of this Contract in any manner.

W. Subcontract Provisions

Contractor shall include all of the foregoing provisions in all of its subcontracts.

**Exhibit A, Attachment I A1  
Program Specifications**

**Part II – Definitions**

**Section 1 - General Definitions.**

The words and terms of this Contract are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage pursuant to Division 10.5 of HSC, Section 11750 et seq., and Title 9, CCR, Section 9000 et seq.

- A. **"Available Capacity"** means the total number of units of service (bed days, hours, slots, etc.) that a Contractor actually makes available in the current fiscal year.
- B. **"Contractor"** means the county identified in the Standard Agreement or the department authorized by the County Board of Supervisors to administer substance use disorder programs.
- C. **"Corrective Action Plan" (CAP)** means the written plan of action document which the Contractor or its subcontracted service provider develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with laws, regulations or standards.
- D. **"County"** means the county in which the Contractor physically provides covered substance use treatment services.
- E. **"County Realignment Funds"** means Behavioral Health Subaccount funds received by the county as per California Code Section 30025.
- F. **"Days"** means calendar days, unless otherwise specified.
- G. **"Dedicated Capacity"** means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which the Contractor agrees to make available to provide non-Drug Medi-Cal substance use disorder services to persons eligible for Contractor services.
- H. **"Final Allocation"** means the amount of funds identified in the last allocation letter issued by the State for the current fiscal year.
- I. **"Final Settlement"** means permanent settlement of the Contractor's actual allowable costs or expenditures as determined at the time of audit, which shall be completed within three years of the date the year-end cost settlement report was accepted for interim settlement by the State. If the audit is not completed within three years, the interim settlement shall be considered as the final settlement.
- J. **"Interim Settlement"** means temporary settlement of actual allowable costs or expenditures reflected in the Contractor's year-end cost settlement report.



- K. **"Maximum Payable"** means the encumbered amount reflected on the Standard Agreement of this Contract and supported by Exhibit B, Attachment I A1.
- L. **"Modality"** means those necessary overall general service activities to provide substance use disorder services as described in Division 10.5 of the HSC.
- M. **"Non-Drug Medi-Cal Amount"** means the contracted amount of SAPT Block Grant funds for services agreed to by the State and the Contractor.
- N. **"Performance"** means providing the dedicated capacity in accordance with Exhibit B, Attachment I A1, and abiding by the terms of this Exhibit A, including all applicable state and federal statutes, regulations, and standards, including Alcohol and/or Other Drug Certification Standards (Document 1P), in expending funds for the provision of alcohol and drug services hereunder.
- O. **"Preliminary Settlement"** means the settlement of only SAPT funding for counties that do include DMC funding.
- P. **"Revenue"** means Contractor's income from sources other than the State allocation.
- Q. **"Service Area"** means the geographical area under Contractor's jurisdiction.
- R. **"Service Element"** is the specific type of service performed within the more general service modalities. A list of the service modalities and service elements and service elements codes is incorporated into this Contract as Document 1H(a) "Service Code Descriptions".
- S. **"State"** means the Department of Health Care Services or DHCS.
- ~~T. **"Unit of Service"** means the type of unit used to quantify the service modalities/elements. The units of services are listed below:~~

<del>Support Services</del>	<del>staff hours</del>
<del>Primary Prevention Services</del>	<del>N/A</del>
<del>Secondary Prevention Services</del>	<del>staff hours</del>
<del>Nonresidential Services (Outpatient and Aftercare)</del>	<del>staff hours</del>
<del>Intensive Outpatient Services</del>	<del>visit days</del>
<del>Residential Treatment Services</del>	<del>bed days</del>
<del>Narcotic Treatment Program</del>	
<del>    Inpatient Detoxification</del>	<del>bed days</del>
<del>    Outpatient Detoxification</del>	<del>slot days</del>
<del>    Narcotic Replacement Therapy</del>	<del>slot days</del>
<del>        Methadone</del>	
<del>Ancillary Services</del>	<del>staff hours</del>
<del>Driving Under the Influence</del>	<del>persons served</del>

- ~~U. T. **"Utilization"** means the total actual units of service used by clients and participants.~~

## **Section 2 – Definitions Specific to Drug Medi-Cal**

The words and terms of this Contract are intended to have their usual meaning unless a specific or more limited meaning is associated with their usage pursuant to the HSC, Title 9, and/or Title 22. Definitions of covered treatment modalities and services are found in Title 22 (Document 2C) and are incorporated by this reference.

- A. "Administrative Costs"** means the Contractor's actual direct costs, as recorded in the Contractor's financial records and supported by source documentation, to administer the program or an activity to provide service to the DMC program. Administrative costs do not include the cost of treatment or other direct services to the beneficiary. Administrative costs may include, but are not limited to, the cost of training, programmatic and financial audit reviews, and activities related to billing. Administrative costs may include Contractor's overhead per the approved indirect cost rate proposal pursuant to OMB Circular A-87 and the State Controller's Office Handbook of Cost Plan Procedures.
- B. "Authorization"** is the approval process for DMC Services prior to the submission of a DMC claim.
- C. "Beneficiary"** means a person who: (a) has been determined eligible for Medi-Cal; (b) is not institutionalized; (c) has a substance-related disorder per the "Diagnostic and Statistical Manual of Mental Disorders III Revised (DSM)," and/or DSM IV criteria; and (d) meets the admission criteria to receive DMC covered services.
- D. "Certified Provider"** means a substance use disorder clinic and/or satellite clinic location that has received certification to be reimbursed as a DMC clinic by the State to provide services as described in Title 22, California Code of Regulations, Section 51341.1.
- E. "Covered Services"** means those DMC services authorized by Title XIX or Title XXI of the Social Security Act; Title 22 Section 51341.1; W&I Section 14124.24; and California's Medicaid State Plan.
- F. "Direct Provider Contract"** means a contract established between the State and a Drug Medi-Cal certified provider entered into pursuant to this Agreement for the provision of Drug Medi-Cal services.
- G. "Drug Medi-Cal Program"** means the state system wherein beneficiaries receive covered services from DMC-certified substance use disorder treatment providers.
- H. "Drug Medi-Cal Termination of Certification"** means the provider is no longer certified to participate in the Drug Medi-Cal program upon the State's issuance of a Drug Medi-Cal **certification termination notice**. ~~Termination of Certification termination notice.~~
- I. "Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT)"** means the federally mandated Medicaid benefit that entitles full-scope Medi-Cal-covered beneficiaries less than 21 years of age to receive any Medicaid service necessary to correct or ameliorate a defect, mental illness, or other condition, such as a substance-related disorder, that is discovered during a health screening.

- ~~J.~~ **"EPSDT (Supplemental Service)"** means the supplemental individual outpatient drug-free (ODF) counseling services provided to beneficiaries eligible for the EPSDT program. Supplemental individual ODF counseling consists of any necessary individual substance use disorder counseling not otherwise included in the ODF counseling modality under the DMC program.
- ~~K.~~ **J.** **"Provider Certification"** means the provider must be certified in order to participate in the Medi-Cal program.
- ~~L.~~ **K.** **"Federal Financial Participation (FFP)"** means the share of federal Medicaid funds for reimbursement of DMC services.
- ~~M.~~ **L.** **"Medical Necessity"** means those substance use treatment services that are reasonable and necessary to protect life, prevent significant illness or disability, or alleviate severe pain through the diagnosis and treatment of a disease, illness, or injury or, in the case of EPSDT, services that meet the criteria specified in Title 22, Sections 51303 and 51340.1.
- ~~N.~~ **M.** **"Minor Consent DMC Services"** are those covered services that, pursuant to Family Code Section 6929, may be provided to persons 12-20 years old without parental consent.
- ~~O.~~ **N.** **"Narcotic Treatment Program"** means an outpatient clinic licensed by the State to provide narcotic replacement therapy directed at stabilization and rehabilitation of persons who are opiate-addicted and have a substance use diagnosis.
- ~~P.~~ **O.** **"Payment Suspension"** means the Drug Medi-Cal certified provider has been issued a notice pursuant to W&I 14107.11 and is not authorized to receive payments after the payment suspension date for DMC services, regardless of when the service was provided.
- ~~Q.~~ **P.** **"Perinatal DMC Services"** means covered services as well as mother/child habilitative and rehabilitative services; services access (i.e., provision or arrangement of transportation to and from medically necessary treatment); education to reduce harmful effects of alcohol and drugs on the mother and fetus or infant; and coordination of ancillary services (Title 22, Section 51341.1(c) 4).
- ~~R.~~ **Q.** **"Postpartum"**, as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility shall end on the last day of the calendar month in which the 60<sup>th</sup> day occurs.
- ~~S.~~ **R.** **"Post Service Post Payment (PSP) Utilization Review"** means the review for program compliance and medical necessity conducted by the State after service was rendered and paid. State may recover prior payments of Federal and State funds if such review determines that the services did not comply with the applicable statutes, regulations, or standards (CCR, Title 22, Cal. Code Regs. Tit. 22, Section 51341.1).
- ~~T.~~ **S.** **"Projected Units of Service"** means the number of reimbursable DMC units of service, based on historical data and current capacity, the Contractor expects to provide on an annual basis.

- ~~U. T.~~ **"Provider of DMC Services"** means any person or entity that provides direct substance use treatment services and has been certified by State as meeting the standards for participation in the DMC program set forth in the "DMC Certification Standards for Substance Abuse Clinics", Document 2E and "Standards for Drug Treatment Programs (October 21, 1981)", Document 2F.
- ~~V. U.~~ **"Re-certification"** means the process by which the certified clinic and/or satellite program is required to submit an application and specified documentation, as determined by DHCS, to remain eligible to participate in and be reimbursed in through the DMC program. Re-certification shall occur no less than every five years from date of previous DMC certification or re-certification.
- ~~W.~~ **"Satellite Site"** has the same meaning as defined in the DMC Certification Standards for Substance Abuse Clinics.
- ~~X. V.~~ **"Statewide Maximum Allowances (SMA)"** means the maximum amount authorized to be paid by DMC for each covered unit of service for outpatient drug free, intensive outpatient treatment, perinatal residential, and Naltrexone treatment services. While the rates are approved by the State, they are subject to change through the regulation process. The SMA for FY ~~2014-15~~**2015-16** is listed in the "Unit of Service" table in Exhibit B **A1**, Part V.
- ~~Y. W.~~ **"Subcontract"** means an agreement between the Contractor and its Subcontractors. A Subcontractor shall not delegate its obligation to provide covered services or otherwise subcontract for the provision of direct patient/client services.
- ~~Z. X.~~ **"Subcontractor"** means an individual or entity that is DMC certified and has entered into an agreement with the Contractor to be a provider of covered services. It may also mean a vendor who has entered into a procurement agreement with the Contractor to provide any of the administrative functions related to fulfilling the Contractor's obligations under the terms of this Exhibit A, Attachment I **A1**.
- ~~AA. Y.~~ **"Temporary Suspension"** means the provider is temporarily suspended from participating in the DMC program as authorized by W&I Section 14043.36(a). The provider cannot bill for DMC services from the effective date of the temporary suspension.

**Exhibit A, Attachment I A1  
Program Specifications**

**Part III – Reporting Requirements**

Contractor agrees that the State has the right to withhold payments until Contractor has submitted any required data and reports to the State, as identified in this Exhibit A, Attachment I **A1** or as identified in Document 1F(a), Reporting Requirement Matrix for Counties.

A. Quarterly Federal Financial Management Report (QFFMR)

The QFFMR must be submitted to reflect quarterly SAPTBG expenditures.

For the beginning of each federal award year, the due dates are:

March 1 for the period October through December  
June 1 for the period January through March  
September 1 for the period April through June  
December 1 for the period July through September

B. Year-End Cost Settlement Reports

Pursuant to W&I Section 14124.24 Contractor shall submit to the State, on November 1 of each year, the following year-end cost settlement documents by paper or electronic, **as prescribed by the State**, submission for the previous fiscal year:

1. Document 2P, County Certification Year-End Claim for Reimbursement
2. Document 2P(a) and 2P(b), Drug Medi-Cal Cost Report Forms for Intensive Outpatient Treatment for Non-Perinatal or Perinatal (if applicable)
3. Document 2P(c) and 2P(d), Drug Medi-Cal Cost Report Forms for Outpatient Drug Free Individual Counseling for Non-Perinatal or Perinatal (if applicable)
4. Document 2P(e) and 2P(f), Drug Medi-Cal Cost Report Forms for Outpatient Drug Free Group Counseling for Non-Perinatal or Perinatal (if applicable)
5. Document 2P(g), Drug Medi-Cal Cost Report Forms for Residential for Perinatal (if applicable)
6. Document 2P(h) and 2P(i), Drug Medi-Cal Expenditure Forms for Narcotic Treatment Programs for Non-Perinatal or Perinatal (if applicable)

~~Electronic program as prescribed by the State that contains the detailed cost report data.~~

C. Drug Medi-Cal Claims and Reports

Contractors or providers that bill the State or the County for services identified in Section 51516.1 of Title 22 shall submit claims in accordance with the Department of Health Care Services DMC Provider Billing Manual.

Claims for DMC reimbursement shall include only those services covered under Title 22, Section 51341.1(c-d) and administrative charges that are allowed under W&IC, Sections 14132.44 and 14132.47.

1. Contractor shall certify the public expenditure **reflecting the approved amount of the 837P claim file.** ~~was made prior to submitting a claim for reimbursement.~~ Contractor shall submit the "Certified Public Expenditure" form **after the claims have been adjudicated.** ~~at the time of submitting the electronic Drug Medi-Cal claim, 42 CFR Section 433.51.~~ Contractor shall submit to the State the Drug Medi-Cal Certification Form DHCS Form DHCS 100224A (Document 4D) for each **835 transaction approved claim file submitted** for reimbursement of the federal Medicaid funds.
2. DMC service claims shall be submitted electronically in a Health Insurance Portability and Accountability Act (HIPAA) compliant format (837P). All adjudicated claim information must be retrieved by the Contractor via an 835 HIPAA compliant format (Health Care Claim Payment/Advice).
3. The following forms shall be prepared as needed and retained by the provider for review by State staff:
  - (a) Multiple Billing Override Certification (MC 6700), Document 2K
  - (b) Good Cause Certification (MC-6065A), Document 2L(a)
  - (c) Good Cause Certification (MC-6065B), Document 2L(b)

In the absence of good cause documented on the Good Cause Certification (MC 6065A or 6065B) form, claims that are not submitted within 30 days of the end of the month of service shall be denied. The existence of good cause shall be determined by the State in accordance with Title 22, CCR, Sections 51008 and 51008.5.

4. Certified Public Expenditure County Administration

Separate from direct service claims as identified in #2 above, county may submit an invoice for administrative costs for administering the DMC program on a quarterly basis. The form requesting reimbursement shall be submitted to DHCS.

5. If while completing the Utilization Review and Quality Assurance requirements of this Exhibit A, Attachment I **A1**, Part V, Section 4 any of the Contractor's skilled professional medical and personnel and directly supporting staff meet the criteria set forth in 42 C.F.R. 432.50(d)(1), then the Contractor shall submit a written request that specifically demonstrates how the skilled professional medical personnel and directly supporting staff meet all of the applicable criteria set forth in 42 C.F.R. 432.50(5)(1) and outlines the duties they will perform to assist the Department, or the Department's skilled professional medical personnel, in activities that are directly related to the administration of the Drug Medi-Cal Program. The Department shall respond to the Contractor's written request within 20 days with either a written agreement pursuant to 42 C.F.R. 432.50(d)(2) approving the request or a written explanation as to why the Department does not agree that the Contractor's skilled professional medical personnel and directly supporting staff do not meet the criteria set forth in 42 C.F.R. 432.50(d)(1).

D. California Outcomes Measurement System (CalOMS) for Treatment (CalOMS-Tx)

The CalOMS-Tx business rules and requirements are:

1. Contractor contracts with a software vendor that complies with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data. A Business Associate Agreement (BAA) must be established between the Contractor and the software vendor. The BAA must state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.
2. Contractor shall conduct information technology (IT) systems testing and pass State certification testing before commencing submission of CalOMS-Tx data. If the Contractor subcontracts with vendor for IT services, Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by the DHCS prior to submitting CalOMS-Tx data. If Contractor changes or modifies the CalOMS-Tx IT system, then Contractor shall re-test and pass state re-certification prior to submitting data from new or modified system.
3. Electronic submission of CalOMS-Tx data is due 45 days from the end of the last day of the report month.
4. Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection.
5. Contractor shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and "provider no activity" report records in an electronic format approved by DHCS.
6. Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in Document 3S for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.

- 7 Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls.
  - 8 Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data.
  - 9 Contractor shall meet the requirements as identified in Exhibit G, Privacy and Information Security Provisions and Exhibit G, Attachment I – SSA Agreement 2014.
- E. California Outcomes Measurement System Service (CalOMS) for Prevention (CalOMS-Pv)

The CalOMS-Pv Business Rules and Requirements are:

- 1 **Contractors and/or Subcontractors receiving Substance Abuse Prevention and Treatment (SAPT) Primary Prevention Set-Aside funding must input planning, service/activity and evaluation data into CalOMS Pv. When submitting data, Contractor must comply with the CalOMS Pv Data Quality Standards (Document #1T).** By utilization of the CalOMS Prevention User Manual, Contractor shall comply with requirements which address the collection of information required in the SAPT Block Grant.
- 2 **Contractor must report services/activities by the date of occurrence on an ongoing basis throughout each month. Contractor shall submit all data for each month no later than the 10<sup>th</sup> day of the following month.** ~~Prevention services/activity data is to be reported by CalOMS Pv by all funded primary prevention providers. Services are to be reported by the date of occurrence on a monthly basis. No more than one week's data shall be aggregated into one reported service.~~
- 3 **Contractor must review all data input into CalOMS Pv on a quarterly basis. Contractor shall verify that the data meets the CalOMS Pv Data Quality Standards by reviewing and releasing the data. Certification is due by the last day of the month following the end of the quarter.** ~~All CalOMS Pv service/activity data shall be reviewed by each county and released to the State no later than 30 days following the close of each quarter. The reporting quarters are: July through September; October through December; January through March; and April through June.~~
- 4 **Contractor must report progress to DHCS via CalOMS Pv for the goals and objectives in the County Strategic Prevention Plan (as described in Exhibit A, Attachment 1 A1, Part IV, Section 1B. 2) on an annual basis by September 30<sup>th</sup> of each fiscal year.** ~~Reporting progress on prevention goals and objectives via the Evaluation Module within CalOMS Pv shall be done on an annual basis. This information is due no later than September 30<sup>th</sup> of each fiscal year.~~
- 5 **If Contractor cannot meet the established due dates, a written request for an extension must be submitted to DHCS 10-days prior to the due date.** ~~the Contractor cannot submit CalOMS Pv data by the established due dates, the~~



~~Contractor shall submit a written request for an extension. The DHCS will make a decision and issue a written response on the request for an extension prior to the established due date.~~

6. In order to ensure that all persons responsible for CalOMS Pv data entry have sufficient knowledge of the CalOMS Pv Data Quality Standards, all new CalOMS Pv users, whether employed by the Contractor or its Subcontractors, shall participate in CalOMS Pv trainings prior to inputting data into the system.~~Contractor shall participate in CalOMS Pv informational meetings, trainings, and conference calls.~~

F. CalOMS-Tx and CalOMS-Pv General Information

1. If the Contractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit CalOMS-Tx and/or CalOMS-Pv data, and or meet other CalOMS-Tx and/or CalOMS-Pv data compliance requirements, Contractor shall report the problem in writing before the established data submission deadlines. The written notice shall include a remediation plan that is subject to review and approval by the State. A grace period of up to sixty (60) days may be granted, at the State's sole discretion, for the Contractor to resolve the problem before non-DMC payments are withheld.
2. If the State experiences system or service failure, no penalties will be assessed to the Contractor for late data submission.
3. Contractor shall comply with the treatment and prevention data quality standards established by the State. Failure to meet these standards on an ongoing basis may result in withholding non-DMC funds.
4. If the Contractor submits data after the established deadlines, due to a delay or problem, Contractor is still responsible for collecting and reporting data from time of delay or problem.

G. Drug and Alcohol Treatment Access Report (DATAR)

The DATAR business rules and requirements are:

1. The Contractor shall be responsible for ensuring that the Contractor-operated treatment services and all treatment providers with whom Contractor makes a contract or otherwise pays for the services, submit a monthly DATAR report in an electronic copy format as provided by the State.

In those instances where the Contractor maintains, either directly or indirectly, a central intake unit or equivalent which provides intake services including a waiting list, the Contractor shall identify and begin submitting monthly DATAR reports for the central intake unit by a date to be specified by the State.

2. The Contractor shall ensure that all DATAR reports are submitted by either Contractor-operated treatment services and by each subcontracted treatment provider to the State by the 10<sup>th</sup> of the month following the report activity month.
3. The Contractor shall ensure that all applicable providers are enrolled in the State's web-based DATARWeb program for submission of data, accessible on the DHCS website when executing the subcontract.
4. If the Contractor or its subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem in writing before the established data submission deadlines. The written notice shall include a corrective action plan that is subject to review and approval by the State. A grace period of up to sixty (60) days may be granted, at the State's sole discretion, for the Contractor to resolve the problem before non-DMC payments are withheld (See Exhibit B A1, Part II, Section 2).
5. If the State experiences system or service failure, no penalties will be assessed to Contractor for late data submission.
6. The Contractor shall be considered compliant if a minimum of 95% of required DATAR reports from the Contractor's treatment providers are received by the due date.

H. Charitable Choice

Contractor shall submit annually the total number of referrals necessitated by religious objection to other alternative substance abuse providers. This information must be submitted to DHCS in a format prescribed by DHCS and at time required by DHCS (reference ADP Bulletin 04-5).

I. Subcontractor Documentation

Contractor shall require its Subcontractors that are not licensed or certified by the State to submit organizational documents to the State within thirty (30) days of its execution of an initial subcontract, within ninety (90) days of the renewal or continuation of an existing subcontract or when there has been a change in Subcontractor name or ownership. Organizational documents shall include the Subcontractor's Articles of Incorporation or Partnership Agreements (as applicable), and business licenses, fictitious name permits, and such other information and documentation as may be requested by the State.

J. Failure to meet required reporting requirements shall result in:

1. The DHCS will issue a Notice of Deficiency (Deficiencies) to Contractor regarding specified providers with a deadline to submit the required data and a request for a Corrective Action Plan (CAP) to ensure timely reporting in the future. The State will approve or reject the CAP or request revisions to the CAP which shall be resubmitted to the State within thirty (30) days.

2. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then the State may withhold funds until all data is submitted. The State shall inform the Contractor when funds will be withheld.

**Exhibit A, Attachment I A1  
Program Specifications**

**PART IV – Non-Drug Medi-Cal Substance Use Disorder Prevention and Treatment Services**

**Section 1. General Provisions**

**A. Restrictions on Salaries**

Contractor agrees that no part of any federal funds provided under this Contract shall be used by the Contractor or its Subcontractors to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule. Salary and wages schedules may be found at <http://www.opm.gov/oca>. SAPT Block Grant funds used to pay a salary in excess of the rate of basic pay for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SAPT Block Grant funds (Reference: Terms and Conditions of the SAPT Block Grant award.)

**B. Primary Prevention**

1. The SAPT Block Grant regulation defines "Primary Prevention Programs" as those programs directed at "individuals who have not been determined to require treatment for substance abuse" (45 CFR 96.121). Primary Prevention includes strategies, programs and initiatives which reduce both direct and indirect adverse personal, social, health, and economic consequences resulting from problematic AOD availability, manufacture, distribution, promotion, sales, and use. The desired result of primary prevention is to promote safe and healthy behaviors and environments for individuals, families and communities. The Contractor shall expend not less than its allocated amount of the ~~Substance Abuse Prevention and Treatment (SAPT)~~ Block Grant on primary prevention as described in the SAPT Block Grant requirements (45 CFR 96.125). Inappropriate use of these funds for non-primary prevention services will require repayment of SAPT Block Grant funds.

2. **Contractor is required to have a current and DHCS approved County Strategic Prevention Plan (SPP). The SPP must demonstrate that the County utilized the Substance Abuse and Mental Health Services Administration's Strategic Prevention Framework (SPF) in developing the plan as described at <http://captus.samhsa.gov/access-resources/about-strategic-prevention-framework-spf>. DHCS will only approve SPP's that demonstrate that the Contractor utilized the SPF. Contractor must:**

- a) **Follow the DHCS guidelines provided in the Strategic Prevention Framework Plan Resource Document located in the CalOMS Pv Library.**
- b) **Begin preparing a new SPP at least 9-months prior to the expiration date of the current SPP.**

- c) Submit a timeline to DHCS for completion of the SPP that includes proposed dates for submitting each section of the SPP. The sections are outlined in the Strategic Prevention Framework Plan Resource Document.
- d) Submit a draft to DHCS, based on the timeline, for each section of the SPP for review and approval.
- e) Submit to DHCS the final draft of the SPP no later than 30-days prior to the start date of the new SPP.
- f) Upload an electronic copy of the approved SPP into CalOMS Pv within 10-days of approval.
- g) Input the Problem Statements, Goals and Objectives from the SPP into CalOMS Pv no later than 10-days after the start date of the SPP.

~~This contract and any subcontract shall meet data reporting requirements for capacity, process and outcome as required by federal grant requirements. In addition to the Center for Substance Abuse Prevention (CSAP's) six strategies of Information Dissemination, Education, Alternative, Problem Identification and Referral, Community Based Process, and Environmental, the data for the Institute of Medicine prevention categories of Universal, Selective and Indicated must be reported.~~

3. Contractor shall submit a Prevention Mid-Year Budget to DHCS by January 31 of each fiscal year. The budget shall indicate how the SAPT Block Grant Primary Prevention Set-Aside will be expended for the fiscal year. ~~Use of the Strategic Prevention Framework (SPF) is mandatory for all counties and SPF-required data must be submitted via CalOMS Prevention as evidence of engagement and use of the practices. Adherence to the SPF by subcontractors is at the discretion of the subcontracting county.~~

4. Friday Night Live

Contractors and Subcontractors receiving SAPT Friday Night Live (FNL) funding must:

- (a) Engage in programming that meets the FNL Youth Development Standards of Practice, Operating Principles and Core Components outlined at <http://fridaynightlive.org/about-us/cfnlp-overview/>;
- (b) Use CalOMS Pv for all FNL reporting including Chapter Profiles, FNL County Profiles and chapter activity;
- (c) Follow the FNL Data Entry Instructions for CalOMS Pv as provided by DHCS in the CalOMS Pv Library;
- (d) Demonstrate an effort to be a Member in Good Standing (MIGS), as provided by DHCS in conjunction with the California Friday Night Live Partnership.

~~No later than January 31 of each year, contractor shall submit a Prevention Mid-Year Budget to DHCS indicating how the SAPT Block Grant 20% Primary Prevention Set-Aside shall be spent. Examples of a Prevention Mid-Year Budget and supporting documentation can be viewed at <https://caprev.kithost.net/caprevent2013/plandKB.aspx> (select Library, Fiscal-Prevention Mid Year Budget Example for FY XX-XX).~~

C. Perinatal Services Network Guidelines 2014

Contractor shall comply with the requirements for perinatal programs funded under Exhibit A, Attachment I **A1**, contained in Document 1G, incorporated by this reference, "Perinatal Services Network Guidelines 2014" until such time new Perinatal Services Network Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to apply.

D. Funds identified in this contract shall be used exclusively for county alcohol and drug abuse services to the extent activities meet the requirements for receipt of federal block grant funds for prevention and treatment of substance abuse described I subchapter XVII of Chapter 6A of Title 42 of the United State Code. (Health and Safety Code section 18100 et. seq.)

**Section 2 – Formation and Purpose**

A. Authority

State and the Contractor enter into this Exhibit A, Attachment I **A1**, Part IV, by authority of Chapter 3 of Part 1, Division 10.5 of the Health and Safety Code (HSC) and with approval of Contractor's County Board of Supervisors (or designee) for the purpose of providing alcohol and drug services, which will be reimbursed pursuant to Exhibit A, Attachment I **A1**. State and the Contractor identified in the Standard Agreement are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

B. Control Requirements

1. Performance under the terms of this Exhibit A, Attachment I **A1**, Part IV, is subject to all applicable federal and state laws, regulations, and standards. In accepting the State drug and alcohol combined program allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its Subcontractors to establish, written **policies and** procedures consistent with the following requirements; (ii) monitor for compliance with the written procedures; and (iii) be held accountable for audit exceptions taken by the State against the Contractor and its Subcontractors for any failure to comply with these requirements:

- (a) HSC, Division 10.5, commencing with Section 11760;
- (b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
- (c) Government Code Section 16367.8;
- (d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;

- (e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;
- (f) The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.
- (g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
- (h) Title 42, CFR, Sections 8.1 through 8.34;
- (i) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and,
- (j) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

Contractor shall be familiar with the above laws, regulations, and **guidance guidelines** and shall assure that its Subcontractors are also familiar with such requirements.

2. The provisions of this Exhibit A, Attachment I **A1**, Part IV, are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Contract.
3. Contractor shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the SAPTBG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.
4. Documents 1C and 1D(b), incorporated by this reference, contain additional requirements that shall be adhered to by those Contractors that receive the types of funds specified by each document. These exhibits and documents are:
  - (a) Document 1C, Driving-Under-the-Influence Program Requirements;
  - (b) Document 1D(b), SAPT Female Offender Treatment Project (FOTP).
5. In accordance with the Fiscal Year 2011-12 State Budget Act and accompanying law (Chapter 40, Statues of 2011 and Chapter 13, Statues of 2011, First Extraordinary Session), contractors that provide Women and Children's Residential Treatment Services shall comply with the program requirements (Section 2.5, Required Supplemental/Recovery Support Services) of the Substance Abuse and Mental Health Services Administration's Grant Program for Residential Treatment for Pregnant and Postpartum Women, RFA found at [http://www.samhsa.gov/Grants/2008/ti\\_08\\_009.doc](http://www.samhsa.gov/Grants/2008/ti_08_009.doc)  
<http://www.samhsa.gov/grants/grant-announcements/ti-14-005>

**Section 3 - Performance Provisions**

A. Monitoring

1. Contractor's performance under this Exhibit A, Attachment I **A1**, Part IV, shall be monitored by the State during the term of this Contract. Monitoring criteria shall include, but not be limited to:
  - (a) Whether the quantity of work or services being performed conforms to Exhibit B **A1**;
  - (b) Whether the Contractor has established and is monitoring appropriate quality standards;
  - (c) Whether the Contractor is abiding by all the terms and requirements of this Contract;
  - (d) Whether the Contractor is abiding by the terms of the Perinatal Services Network Guidelines (Document 1G); and
  - (e) Contractor shall conduct annual onsite monitoring reviews of services and subcontracted services for programmatic and fiscal requirements. Contractor shall submit copy of their monitoring and audit reports to DHCS within two weeks of issuance. **Reports should be sent by secure, encrypted e-mail to:**  
  
**SUDCountyReports@dhcs.ca.gov or**  
  
**Substance Use Disorder - Prevention, Treatment and Recovery Services Division, Performance Management Branch**  
**Department of Health Care Services**  
**PO Box 997413, MS-2627**  
**Sacramento, CA 95899-7413;**
2. Failure to comply with the above provisions shall constitute grounds for the State to suspend or recover payments, subject to the Contractor's right of appeal, or may result in termination of the Contract or both.

B. Performance Requirements

1. Contractor shall provide services based on funding set forth in Exhibit B, Attachment I **A1**, and under the terms of this Contract.
2. Contractor shall provide services to all eligible persons in accordance with federal and state statutes and regulations. Contractor shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:
  - (a) Lack of educational materials or other resources for the provision of



- services;
- (b) Geographic isolation and transportation needs of persons seeking services or remoteness of services;
  - (c) Institutional, cultural, and/or ethnicity barriers;
  - (d) Language differences;
  - (e) Lack of service advocates;
  - (f) Failure to survey or otherwise identify the barriers to service accessibility; and,
  - (g) Needs of persons with a disability.
3. Contractor shall comply with any additional requirements of the documents that have been incorporated herein by reference, including, but not limited to, those on the "List of Exhibit A, Attachment I **A1** Documents incorporate by Reference for Fiscal Year ~~2014-15~~**2015-16**" which is attached to Exhibit A, Attachment I **A1**.
4. Amounts awarded pursuant to Exhibit A, Attachment I **A1** shall be used exclusively for providing alcohol and/or drug program services consistent with the purpose of the funding.
5. DHCS shall issue a report to Contractor after conducting monitoring, utilization, or auditing reviews of county or county subcontracted providers. When the DHCS report identifies non-compliant services or processes, it shall require a CAP. The Contractor, or in coordination with its subcontracted provider, shall submit a CAP to DHCS within the designated timeframe specified by DHCS.

**Substance Use Disorder - Prevention, Treatment and Recovery Services**  
**Division, Performance Management Branch**  
**Department of Health Care Services**  
**PO Box 997413, MS-2621**  
**Sacramento, CA 95899-7413;**

**Or by secure, encrypted email to: [SUDCountyReports@dhcs.ca.gov](mailto:SUDCountyReports@dhcs.ca.gov)**

6. The CAP shall include a statement of the problem and the goal of the actions the Contractor and/or ~~it's~~ **its** subcontracted provider will take to correct the deficiency or non-compliance. The CAP shall:
- (a) Address the specific actions to correct deficiency or non-compliance
  - (b) Identify who/which unit(s) will act; who/which unit(s) are accountable for acting; and
  - (c) Provide a timeline to complete the actions.

**Exhibit A, Attachment I A1  
Program Specifications**

**Part V: Drug Medi-Cal Treatment Program Substance Use Disorder Services**

**Section 1. Formation and Purpose**

- A. This Exhibit A, Attachment I **A1**, Part V of the Contract is entered into by and between the State and the Contractor for the purpose of identifying and providing for covered DMC services for substance use disorder treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14124.20, 14021.51 – 14021.53, and 14124.20 – 14124.25 of the W&I , and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1.
- B. It is further agreed this Contract is controlled by applicable provisions of: (a) the W&I, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).
- C. It is understood and agreed that nothing contained in this contract shall be construed to impair the single state agency authority of DHCS.
- D. The objective of this contract is to make substance use disorder treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX or Title XXI of the Social Security Act for reimbursable covered services rendered by certified DMC providers.
- E. Awards under the Medical Assistance Program (CFDA 93.778) are no longer excluded from coverage under the HHS implementation of the A-102 Common Rule, 45 CFR part 92 (*Federal Register*, September 8, 2003, 68 FR 52843-52844). This change is effective for any grant award under this program made after issuance of the initial awards for the second quarter of Federal Fiscal Year 2004. This program also is subject to the requirements of 45 CFR part 95 and the cost principles under Office of Management and Budget Circular A-87 (as provided in *Cost Principles and Procedures for Developing Cost Allocation Plans and Indirect Cost Rates for Agreements with the Federal Government*, HHS Publication ASMB C-10, available on the Internet at <http://rates.psc.gov/fms/dca/asmb%20c-10.pdf>.  
**[http://www.dol.gov/oasam/boc/ASMB\\_C-10.pdf](http://www.dol.gov/oasam/boc/ASMB_C-10.pdf)**

**Section 2: Covered Services**

A. Covered Services

1. Contractor shall establish assessment and referral procedures and shall arrange, provide, or subcontract for covered services in the Contractor's service area. Covered services include:

- (a) Outpatient drug-free treatment;
- (b) Narcotic replacement therapy;
- (c) Naltrexone treatment;
- (d) Intensive Outpatient Treatment and,
- (e) Perinatal Residential Substance Abuse Services (excluding room and board).

2. Narcotic treatment program services per W&IC 14124.22:

In addition to narcotic treatment program services, a narcotic treatment program provider who is also enrolled as a Medi-Cal provider may provide medically necessary treatment of concurrent health conditions within the scope of the provider's practice, to Medi-Cal beneficiaries who are not enrolled in managed care plans. Medi-Cal beneficiaries enrolled in managed care plans shall be referred to those plans for receipt of medically necessary medical treatment of concurrent health conditions.

Diagnosis and treatment of concurrent health conditions of Medi-Cal beneficiaries not enrolled in managed care plans by a narcotic treatment program provider may be provided within the Medi-Cal coverage limits. When the services are not part of the substance use disorder treatment reimbursed pursuant to Section 14021.51, services shall be reimbursed in accordance with the Medi-Cal program. Services reimbursable under this section shall include, but not limited to, all of the following:

- (a) Medical treatment visits
- (b) Diagnostic blood, urine, and X-rays
- (c) Psychological and psychiatric tests and services
- (d) Quantitative blood and urine toxicology assays
- (e) Medical supplies

A narcotic treatment provider, who is enrolled as a Medi-Cal fee-for-service provider, shall not seek reimbursement from a beneficiary for substance abuse treatment services, if services for treatment of concurrent health conditions are billed to the Medi-Cal fee-for-service program.

3. In the event of a conflict between the definition of services contained in this Section of the Contract, and the definition of services in Title 22, Sections 51341.1, 51490.1, and 51516.1, the provisions of Title 22 shall govern.
4. Contractor, to the extent applicable, shall comply with "Sobky v. Smoley" (Document 2A), 855 F. Supp. 1123 (E.D. Cal 1994), incorporated by this reference.
5. Contractor shall comply with federal and state mandates to provide alcohol and other drug treatment services deemed medically necessary for Medi-Cal eligible: (1) pregnant and postpartum women, and (2) youth under age 21 who are eligible under the EPSDT Program
  - (a) If Drug Medi-Cal services are provided to Minor Consent beneficiaries, Contractor shall comply with California Family Code Section 6929, and California Code of Regulations, Title 22, Sections 50147.1, 50030, 50063.5, 50157(f)(3), 50167(a)(6)(D), and 50195(d).

B. Access to Services

1. Subject to DHCS provider enrollment certification requirements, Contractor shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services through use of DMC certified providers. Such services shall not be limited due to budgetary constraints.
  - (a) When a request for covered services is made by a beneficiary, Contractor shall require services to be initiated with reasonable promptness. Contractor shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.
  - (b) The contractor shall authorize residential services in accordance with the medical necessity criteria specified in Title 22, Section 51303 and the coverage provisions of the approved state Medi-Cal Plan. Room and board are not reimbursable DMC services. If services are denied, the provider shall inform the beneficiary in accordance with Title 22, Section 51341.1 (p).
  - (c) Contractor shall require that treatment programs are accessible to people with disabilities in accordance with Title 45, Code of Federal Regulations (hereinafter referred to as CFR), Part 84 and the Americans with Disabilities Act.
2. Covered services, whether provided directly by the Contractor or through subcontractors with DMC certified and enrolled programs, shall be provided to beneficiaries without regard to the beneficiaries' county of residence.

3. The failure of the Contractor or its Subcontractors to comply with Section B of this Part will be deemed a breach of this Contract sufficient to terminate this Contract for cause. In the event the Contract is terminated, the provision of this Exhibit, Attachment I, Part I, Section B, shall apply.

C. Payment For Services

1. The Department shall make the appropriate payments set forth in Exhibit B **A1** and take all available steps to secure and pay FFP and State General Funds (SGF) to the Contractor, once the Department receives FFP and SGF, for claims submitted by the Contractor. The Department shall notify Contractor and allow Contractor an opportunity to comment to the Department when questions are posed by CMS, or when there is a federal deferral, withholding, or disallowance with respect to claims made by the Contractor.
2. Contractor shall amend its subcontracts for covered services in order to provide sufficient funds to match allowable federal Medicaid reimbursements for any increase in provider DMC services to beneficiaries.
3. In the event that the Contractor fails to provide covered services in accordance with the provisions of this Contract, at the discretion of the State, Contractor may be required to forfeit its county realignment funds pursuant to Government Code Section 30027.10 (a) through (d) from the Behavioral Health Subaccount that is set aside for Drug Medi-Cal services and surrender its authority to function as the administrator of covered services in its service area.

**Section 3: Drug Medi-Cal Certification and Continued Certification**

A. DMC Certification and Enrollment

1. The State will certify eligible providers to participate in the DMC program.
2. The Department shall certify any county operated or non-governmental providers. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this contract at these sites.
3. Contractor shall require that providers of perinatal DMC services are properly certified to provide these services and comply with the requirements contained in Title 22, Section 51341.1, Services for Pregnant and Postpartum Women.
4. Contractor shall require all the subcontracted providers of services to be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations. Contractor's subcontracts shall require that providers comply with the following regulations and guidelines:
  - (a) Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8;

- (b) Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Document 2E);
- (c) Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1, (Document 2C);
- (d) Standards for Drug Treatment Programs (October 21, 1981) (Document 2F);
- (e) Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq; and
- (f) Title 22, CCR, sections 51000 et. seq

In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

5. ~~The Contractor shall report to the state within 35 days of any addition or change in the information previously submitted in the application package for certification. The Contractor shall report the addition or change by submitting a complete application package for enrollment.~~ **The Contractor shall notify the State of an addition or change of information in a Providers pending DMC certification application within 35 days of receiving notification from the Provider. The Contractor must ensure that a new DMC certification application is submitted to the State reflecting the change.**
6. **The Contractor is responsible for ensuring that any reduction of covered services or relocations by providers are not implemented until approval is issued by the State. Within 35 days of receiving notification of a provider's intent to reduce covered services or relocate, the Contractor shall submit, or require the provider to submit, a DMC certification application to the State. The DMC certification application must be submitted to the State 60 days prior to the desired effective date of the reduction of covered services or relocation** ~~Contractor shall notify the State in writing prior to reducing the provision of covered services. In addition, any proposal to change the location where covered services are provided, or to reduce their availability, shall be submitted in an application to the State sixty (60) days prior to the proposed effective date. Contractor shall not implement proposed changes prior to receiving written approval from the State. Contractor shall not implement the proposed changes if the State denies the Contractor's proposal.~~
7. If, at any time, a Subcontractor's license, registration, certification, or approval to operate a substance use treatment program or provide a covered service is revoked, suspended, modified, or not renewed **outside of DHCS**, the Contractor must notify DHCS within two business days **of knowledge of Section 3(A(7)) of Exhibit A, Attachment I A1.**

- (a) A provider's certification to participate in the DMC program shall automatically terminate in the event that the provider or its owners, officers or directors are convicted of Medi-Cal fraud, abuse or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

B. Continued Certification

1. All DMC certified providers shall be subject to continuing certification requirements at least once every five years.
2. The Department may allow the Contractor to continue delivering covered services to beneficiaries at a site subject to on-site review by the Department as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.
3. State will conduct recertification on-site visits at clinics for circumstances identified in the "Drug Medi-Cal Certification Standards for Substance Abuse Clinics" (Document 2E). Document 2E contains the appeal process in the event the State disapproves a provider's request for certification or recertification and shall be included in the Contractor's subcontracts.

**Section 4: Monitoring**

A. State Monitoring

1. DHCS Monitoring Reviews and Financial Audits of Contractor

The Department shall monitor the Contractor's operations for compliance with the provisions of this contract, and applicable federal and state law and regulations. Such monitoring activities shall include, but not be limited to, inspection and auditing of Contractor services, management systems and procedures, and books and records, as the Department deems appropriate, at any time during the Contractor's or facility's normal business hours. When monitoring activities identify areas of non-compliance, the Department shall issue reports to the Contractor detailing findings, recommendations, and corrective action.

2. Post Service Post Payment Utilization Reviews

- (a) **After the DMC services have been rendered and paid, the Department shall conduct Post Service Post Payment Utilization Reviews of the subcontracted DMC providers to determine whether the DMC services were provided in accordance with Title 22, Section 51341.1.** The DHCS shall issue the PSPP report to the Contractor with a copy to subcontracted DMC provider. The Contractor shall be responsible **for their subcontracted providers and their county run programs** to ensure any deficiencies are remediated pursuant to Sections 1 and 2 herein. The Contractor shall **attest** ~~certify~~ the deficiencies have been remediated and are complete, pursuant to Section 4(A), Paragraph (C),

herein.

- ~~(b)~~ State shall conduct Post Service Post Payment (PSPP) utilization reviews in accordance with Title 22 Section 51341.1. Any claimed DMC service may be reviewed for compliance with all applicable standards, regulations and program coverage after services are rendered and the claim paid.
- ~~(e)~~**(b)** State shall take appropriate steps in accordance with Title 22, CCR, Section 51341.1 to recover payments made if subsequent investigation uncovers evidence that the claim(s) should not have been paid or that DMC services have been improperly utilized, and/or shall take the corrective action as appropriate. If programmatic or fiscal deficiencies are identified, the Provider shall be required to submit a Corrective Action Plan (CAP) to DHCS via the Contractor for approval.
- i. Pursuant to CCR, Title 22, Section 51341.1(o), all deficiencies identified by the Post Service Post Payment (PSPP) review, whether or not a recovery of funds results, must be corrected and ~~a Corrective Action Plan~~ **the entity that provided the services must submit a (CAP) must be submitted** to the DMC PSPP Unit within 60 days of the date of the **PSPP** report.
- (1) The plan shall:
- Address each demand for recovery of payment and/or programmatic deficiency;
  - Provide a specific description of how the deficiency shall be corrected; and
  - Specify the date of implementation of the corrective action.
- (2) DHCS will provide written approval of the CAP to the Contractor with a copy to the Provider. If DHCS does not approve the CAP, ~~submitted by the Provider via the Contractor,~~ DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a copy to the Provider, ~~with a new deadline for submission.~~ **The entity that provided the services must submit an updated CAP to the DMC PSPP Unit within 30 days of notification.**
- (3) If the ~~Provider, via the Contractor~~ **entity that provided the services**, does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds ~~from the Contractor~~ **from the Contractor until the Contractor the entity that provided the services is in brings the Provider into compliance with Exhibit A, Attachment I A1, Part V, Section 4(A)(2).** The State shall inform the



Contractor when funds will be withheld.

- ~~(d)~~(c) Contractor and/or Subcontractor may appeal DMC dispositions concerning demands for recovery of payment and/or programmatic deficiencies of specific claims. Such appeals shall be handled pursuant to Title 22, CCR, Section 51341.1(q). This section shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of the State pursuant to Exhibit B A1, Part II, Section 3, of this Contract.
- ~~(e)~~(d) State shall monitor the Subcontractor's compliance with PSPP utilization review requirements in accordance with Title 22. Counties are also required to monitor of the subcontractor's compliance pursuant to Section 4, Paragraph A.2, of this contract. The federal government may also review the existence and effectiveness of the State's utilization review system.
- ~~(f)~~(e) Contractor shall implement and maintain compliance with the system of review described in Title 22, Section 51341.1, for the purposes of reviewing the utilization, quality, and appropriateness of covered services and ensuring that all applicable Medi-Cal requirements are met.
- ~~(g)~~(f) Contractor shall assure that subcontractor sites must keep a record of the clients/patients being treated at that location. Contractor shall retain client records for a minimum of three (3) years from the date of the last face-to-face contact. When an audit by the Federal Government or the State has been started before the expiration of the three-year period, the client records shall be maintained until completion of the audit and the final resolution of all issues as a result of the audit.

### 3. Training

- (a) DHCS's Substance Use Disorder - Prevention, Treatment, and Recovery Services Division (SUD PTRSD) shall provide mandatory annual training to the Contractor on the requirements of Title 22 and the Drug Medi-Cal program requirements.
- (b) Contractor may request additional Technical Assistance or training from SUD PTRSD on an ad hoc basis.

## B. Contractor Monitoring

- 1. Program Integrity: Contractor is responsible for ensuring program integrity of its services and its subcontracted providers through a system of oversight, which shall include at least the following:

  - (a) Compliance with state and federal law and regulations, including, but not limited to, 42 CFR 433.32, 42 CFR 433.51, 42 CFR 431.800 et. seq., 42 CFR 440.230, 42 CFR 440.260, 42 CFR 455 et. seq., 42 CFR 456 et. seq., 42 CFR 456.23, 22 CCR 51490, 22 CCR 51490.1, 22 CCR 51341.1, 22

CCR 51159, WIC 14124.1, and WIC 14124.2; 42 CFR 438.240(e), 42 CFR 438.240(b)(3), 42 CFR 438.240, 42 CFR 438.416, 42 CFR 438-10, and 42 CFR 438.206.

- (b) Contractor shall conduct, at least annually, an ~~programmatic and fiscal~~ audit of DMC providers to assure covered services are being appropriately rendered. The annual audit must include an on-site visit of the service provider. Reports of the annual audit shall be provided to the Department's **Performance Management Branch** ~~DMC PSPP unit~~ at:

Substance Use Disorder - Prevention, Treatment and Recovery Services  
Division, **Performance Management Branch** ~~PSPP Unit~~  
Department of Health Care Services  
PO Box 997413, MS-2621  
Sacramento, CA 95899-7413;

Or by secure, encrypted email to: [SUDCountyReports@dhcs.ca.gov](mailto:SUDCountyReports@dhcs.ca.gov)

Audit reports shall be provided **to the State** within 2 weeks of completion by the Contractor.

Technical assistance is available to counties from DHCS SUD PTRSD.

- (c) Contractor shall ensure that DATAR submissions, detailed in Part III, Paragraph G of this contract are complied with by all treatment providers and subcontracted treatment providers. Contractor shall **attest** ~~certify~~ that each subcontracted provider is enrolled in DATAR at the time of execution of the subcontract.
- (d) Contractor must monitor and **attest** ~~certify~~ compliance and/or completion by Providers with CAP requirements (detailed in Section 4, Paragraph (A)(2)(c)) as required by any PSPP review. Contractor shall **attest** ~~certify~~ to DHCS, using the form developed by DHCS that the requirements in the CAP have been completed by the Contractor and/or the Provider. Submission of **DHCS Form 8049** ~~form~~ by Contractor must be accomplished within the timeline specified in the approved CAP, as noticed by DHCS.
- (e) Contractor shall **attest** ~~certify~~ that DMC claims submitted to the state have been subject to review and verification process for accuracy and legitimacy. (45 CFR 430.30, 433.32, 433.51). Contractor shall not **knowingly** submit claims for services rendered to any beneficiary after the beneficiary's date of death, or from uncertified or decertified providers.

## 2. Training to DMC Subcontractors

- (a) Contractor shall provide training on the requirements of Title 22 regulations and DMC requirements at least annually to all subcontracted providers. Attendance of any subcontracted provider at the annual trainings offered by DHCS (specified in Section 4, paragraph (A)(3) of this contract) shall suffice

to meet the requirements of this provision. Contractor shall report compliance with this section to DHCS annually as part of the DHCS County monitoring process.

3. Monthly Monitoring

- (a) Contractor shall check the status of all providers monthly to ensure that they are continuing active participation in the DMC program. Any subcontracted provider who surrenders their certification or closes their facility must be reported by the Contractor to the Department within two (2) business days of notification or discovery.
- (b) During the monthly status check, the Contractor shall monitor for a triggering recertification event (change in ownership, change in scope of services, remodeling of facility, or change in location) and report any triggering events to the ~~s~~State within two (2) business days of notification or discovery.

4. Program Complaints

- (a) All complaints received by Contractor regarding a DMC certified facility shall be forwarded to: ~~the SUD Compliance Division, Complaints Unit within two (2) business days of receipt as follows:~~

**Drug Medi-Cal** Complaints are to be submitted to:

**Division Chief**

**Substance Use Disorders Prevention, Treatment and Recovery Services Division**

Department of Health Care Services

~~Substance Use Disorder Services — Compliance Division~~

P.O. Box 997413, MS# ~~2604~~**2621**

Sacramento, CA 95899-7413

~~The Complaint Form is available and can also be submitted online at <http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx>~~

~~Complaints can also be sent by FAX to:~~

~~Fax form to: (916) 445-5084~~

Complaints for Residential Adult Alcoholism or Drug Abuse Recovery or Treatment Facilities may also be made by telephoning the appropriate licensing branch listed below:

SUD Compliance Division:

Public Number: (916) 322-2911

Toll Free Number: (877) 685-8333

**The Complaint Form is available and can also be submitted online at:  
<http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx>**

**(b)** Counties shall be responsible for investigating complaints and providing the results of all investigations to the Department's ~~SUD Complaint Compliance Division~~ **e-mail address by secure, encrypted e-mail to: SUDCountyReports@dhcs.ca.gov** within two (2) business days of completion.

5. Record Retention

(a) Contractor shall include instructions on record retention and include in any subcontract with providers the mandate to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to W&I Section 14214.1 and 42 CFR 433.32; and 22 CCR section 51341.1.

6. Subcontract Termination

(a) The Contractor must notify DHCS of the termination of any contract with a certified subcontracted provider, and the basis for termination of the contract, within two (2) business days.

7. Corrective Action Plan

(a) If the Contractor fails to ensure any of the foregoing oversight through an adequate system of monitoring, utilization review, and fiscal and programmatic controls, the Department may request a CAP from the Contractor to address these deficiencies and a timeline for implementation. Failure to submit a CAP or adhere to the provisions in the CAP can result in a withhold of SAPT funds allocated to Contractor for the provision of services, and/or termination of this contract for cause

(b) Failure to comply with Monitoring requirements shall result in:

i. DHCS shall issue a report to Contractor after conducting monitoring, utilization, or fiscal auditing reviews of a county. When the DHCS report identifies non-compliant services or processes, it shall require a CAP. The Contractor shall submit a CAP to DHCS within the following timeframes of receipt of the DHCS report.

a. The CAP shall include a statement of the problem and the goal of the actions the Contractor or its subcontracted provider will take to correct the deficiency or non-compliance. The CAP shall:

(1) Address the specific actions to correct deficiency or non-compliance;

Identify who/which unit(s) will act; who/which unit(s) are accountable for acting; and

- (2) Provide a timeline to complete the actions.
  - ii. DHCS will provide written approval of the CAP to the Contractor and the subcontracted provider. If DHCS does not approve the CAP submitted by the Contractor, DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a new deadline for submission.
  - iii. If the Contractor does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then the State may withhold funds until the Contractor is in compliance. The State shall inform the Contractor when funds will be withheld.

**Section 5: Investigations and Confidentiality of Administrative Actions**

- A. Contractor acknowledges that if a DMC provider is under investigation by the State or any other state, local or federal law enforcement agency for fraud or abuse, the State may temporarily suspend the provider from the DMC program, pursuant to W&I Section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to a provider pursuant to W&I Section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The Contractor is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.
- B. Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.

**EXHIBIT A, ATTACHMENT I A1**

**DOCUMENTS INCORPORATED BY REFERENCE  
FOR FISCAL YEAR 2014-2015**

The following documents are hereby incorporated by reference into the County contract though they may not be physically attached to the contract but will be issued in a CD under separate cover:

- Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Prevention and Treatment Block Grant Requirements  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_04/45cfr96\\_04.html](http://www.access.gpo.gov/nara/cfr/waisidx_04/45cfr96_04.html)
- Document 1B: Title 42, Code of Federal Regulations, Charitable Choice Regulations  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_04/42cfr54\\_04.html](http://www.access.gpo.gov/nara/cfr/waisidx_04/42cfr54_04.html)
- Document 1C: Driving-Under-the-Influence Program Requirements
- Document 1D(b): SAPT Female Offender Treatment Project (FOTP)
- Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services
- Document 1G: Perinatal Services Network Guidelines 2014 (for Non-DMC Perinatal Programs)
- Document 1H(a): Service Code Descriptions
- Document 1H(b): Program Code Listing
- Document 1H(c): Funding Line Descriptions
- Document 1J(a): Non-Drug Medi-Cal Audit Appeals Process
- Document 1J(b): DMC Audit Appeals Process
- Document 1K: Drug and Alcohol Treatment Access Report (DATAR)  
<http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx>
- Document 1P: Alcohol and/or Other Drug Program Certification Standards (March 15, 2004)  
[http://www.dhcs.ca.gov/provgovpart/Pages/Facility\\_Certification.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx)
- Document 1T: CalOMS Prevention User Manual **Data Quality Standards**

- Document 1V: Youth Treatment Guidelines  
[http://www.dhcs.ca.gov/individuals/Documents/Youth Treatment Guidelines .pdf](http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf)
- Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995
- Document 2C: Title 22, California Code of Regulations  
<http://ccr.oal.ca.gov>
- Document 2E: Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Updated July 1, 2004)  
<http://www.dhcs.ca.gov/provgeovpart/Documents/DMC%20Documents%20for%20PED%20webpage/Drug%20Medi-Cal%20Certification%20Standards.pdf>  
[http://www.dhcs.ca.gov/services/adp/Documents/DMCA Drug Medi-Cal Certification Standards.pdf](http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Drug_Medi-Cal_Certification_Standards.pdf)
- Document 2F: Standards for Drug Treatment Programs (October 21, 1981)  
<http://www.dhcs.ca.gov/provgeovpart/Documents/DMC%20Documents%20for%20PED%20webpage/DMC%20Standards%20for%20Drug%20Treatment%20Programs.pdf>  
[http://www.dhcs.ca.gov/services/adp/Documents/DMCA Standards for Drug Treatment Programs.pdf](http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Standards_for_Drug_Treatment_Programs.pdf)
- Document 2K: Multiple Billing Override Certification (MC 6700)
- Document 2L(a): Good Cause Certification (MG-6065A)
- Document 2L(b): Good Cause Certification (MG-6065B)
- Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement
- Document 2P(a): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Non-Perinatal (form and instructions)
- Document 2P(b): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Perinatal (form and instructions)
- Document 2P(c): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Non-Perinatal (form and instructions)
- Document 2P(d): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Perinatal (form and instructions)

- Document 2P(e): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Non-Perinatal (form and instructions)
- Document 2P(f): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Perinatal (form and instructions)
- Document 2P(g): Drug Medi-Cal Cost Report Forms – Residential – Perinatal (form and instructions)
- Document 2P(h): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Non-Perinatal (form and instructions)
- Document 2P(i): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Perinatal (form and instructions)
- Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs  
  
<http://www.calregs.com>
- Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors  
  
<http://www.calregs.com>
- Document 3J: CalOMS Treatment Data Collection Guide  
  
[http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS\\_Tx\\_Data\\_Collection\\_Guide\\_JAN%202014.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf)
- Document 3O: Quarterly Federal Financial Management Report (QFFMR) 2014-15  
  
[http://www.dhcs.ca.gov/provgovpart/Pages/SUD\\_Forms.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx)
- Document 3S: CalOMS Treatment Data Compliance Standards
- Document 3T: Non-Drug Medi-Cal and Drug Medi-Cal Local Assistance Funding Matrix
- Document 3T(a): SAPT Authorized and Restricted Expenditures Information (Nov 2012)
- Document 3V: Culturally and Linguistically Appropriate Services (CLAS) National Standards  
  
<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>
- Document 4A : Drug Medi-Cal Claim Submission Certification – County Contracted Provider – DHCS Form MC 8186 with Instructions



- Document 4B : Drug Medi-Cal Claim Submission Certification – County Operated Provider – DHCS Form MC 8187 with Instructions
- Document 4D : Drug Medi-Cal Certification for Federal Reimbursement (DHCS 100224A)
- Document 4E : Treatment Standards for Substance Use Diagnosis: A Guide for Services (Spring 2010)
- Document 4F : Drug Medi-Cal (DMC) Services Quarterly Claim for Reimbursement of County Administrative Expenses (Form #MC 5312)
- Document 5A : Confidentiality Agreement

**Exhibit B A1**  
**Budget Detail and Payment Provisions**  
**Fiscal Year 2014-15**

**Part I – General Fiscal Provisions**

**Section 1 – General Fiscal Provisions**

A. Fiscal Provisions

For services satisfactorily rendered, and upon receipt and approval of documentation as identified in Exhibit A, Attachment I **A1**, Part III, DHCS agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates and/or allowable costs specified herein.

B. Use of State Funds

Contractor may not use allocated Drug Medi-Cal State General Funds to pay for any non-Drug Medi-Cal services.

C. Funding Authorization

Contractor shall bear the financial risk in providing any substance use disorder services covered by this Contract.

D. Availability of Funds

It is understood that, for the mutual benefit of both parties, this Contract may have been written before ascertaining the availability of congressional appropriation of funds in order to avoid program and fiscal delays that would occur if this Contract were not executed until after that determination. If so, State may amend the amount of funding provided for in this Contract based on the actual congressional appropriation.

E. Subcontractor Funding Limitations

Pursuant to HSC Section 11818(2)(A), Contractor shall reimburse its Subcontractors that receive a combination of Medi-Cal funding and other federal or county realignment funding for the same service element and location based on the Subcontractor's actual costs in accordance with Medicaid reimbursement requirements as specified in Title XIX or Title XXI of the Social Security Act; Title 22, and the State's Medicaid Plan. Payments at negotiated rates shall be settled to actual cost at year-end.

F. Budget Contingency Clause

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, 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.

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

G. Expense Allowability / Fiscal Documentation

1. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.
2. 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.
3. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles, and generally accepted governmental audit standards, all questionable costs may be disallowed and payment may be withheld by DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
4. Costs and/or expenses deemed unallowable are subject to recovery by DHCS.

H. Maintenance of Effort for SAPT Block Grant

1. Notwithstanding any other provision in this contract, the Director may reduce federal funding allocations, on a dollar-for-dollar basis, to a county that has a reduced or anticipates reduced expenditures in a way that would result in a decrease in the federal Substance Abuse Prevention and Treatment Block Grant funds (42 U.S.C. Sect 300x-30).
2. Prior to making any reductions pursuant to this subdivision, the Director shall notify all counties that county underspending will reduce the federal Substance Abuse Prevention and Treatment Block Grant maintenance of effort (MOE). Upon receipt of notification, a county may submit a revision to the county budget initially submitted pursuant to subdivision (a) of Section 11978 in an effort to maintain the statewide SAPT Block Grant MOE.

3. Pursuant to subdivision (b) of Section 11978.1, a county shall notify the Department in writing of proposed local changes to the county's expenditure of funds. The Department shall review and may approve the proposed local changes depending on the level of expenditures needed to maintain the statewide SAPT Block Grant MOE.
- I. Effective the date of execution of this Contract, nothing in this Contract waives the protections provided to Contractor under Section 36 of article XIII of the California Constitution ("Proposition 30"). Except where specifically stated in the terms of this contract, Contractor's performance of any additional legal requirements, including, but not limited to court-ordered requirements and statutory or regulatory amendments, is subject to Proposition 30's funding requirements.

### **Section 2 – General Fiscal Provisions – Non-Drug Medi-Cal**

#### A. Revenue Collection

Contractor shall conform to revenue collection requirements in Division 10.5 of the HSC, Sections 11841, by raising revenues in addition to the funds allocated by the State. These revenues include, but are not limited to, fees for services, private contributions, grants, or other governmental funds. These revenues shall be used in support of additional alcohol and other drug services or facilities. Each alcohol and drug program shall set and collect client fees based on the client's ability to pay. The fee requirement shall not apply to prevention and early intervention services. Contractor shall identify in its annual cost report the types and amounts of revenues collected.

#### B. Cost Efficiencies

It is intended that the cost to the Contractor in maintaining the dedicated capacity and units of service shall be met by the non-DMC funds allocated to the Contractor and other Contractor or Subcontractor revenues. Amounts awarded pursuant to Exhibit A, Attachment I **A1**, Part IV, shall not be used for services where payment has been made, or can reasonably be expected to be made under any other state or federal compensation or benefits program, or where services can be paid for from revenues.

### **Section 3 – General Fiscal Provisions – Drug Medi-Cal**

#### A. Return of Unexpended Funds

Contractor assumes the total cost of providing covered services on the basis of the payments delineated in this Exhibit B **A1**, Part II. Any State General Funds or federal Medicaid funds paid to the Contractor, but not expended for DMC services shall be returned to the State.

#### B. Amendment or Cancellation Due to Insufficient Appropriation

This Contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of the DMC program. It is mutually

agreed that if the Congress does not appropriate sufficient funds for this program, State has the option to void this contract or to amend the Contract to reflect any reduction of funds.

C. Exemptions

Exemptions to the provisions of Item B above, of this Exhibit, may be granted by the California Department of Finance provided that the Director of DHCS certifies in writing that federal funds are available for the term of the contract.

D. Allowable costs

Allowable costs, as used in Section 51516.1 of Title 22 shall be determined in accordance with Title 42, CFR Parts 405 and 413, and Centers for Medicare and Medicaid Services (CMS), "Medicare Provider Reimbursement Manual (Publication Number 15)," which can be obtained from the Centers for Medicare & Medicaid Services, or [www.cms.hhs.gov](http://www.cms.hhs.gov)." In accordance with W&IC Sections 14132.44 and 14132.47, funds allocated to the Contractor for DMC services, including funding for alcohol and other drug services for pregnant and postpartum women pursuant to Title 22, Section 51341.1(c), may not be used as match for targeted case management services or for Medi-Cal administrative activities.

**Exhibit B A1**  
Budget Detail and Payment Provisions  
~~Fiscal Year 2014-15~~

**Part II – Reimbursements**

**Section 1. General Reimbursement**

A. Prompt Payment Clause

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

B. Amounts Payable

1. The amount payable under this Agreement shall not exceed the amount identified on the Standard Agreement.
2. 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.
3. The funds identified for the fiscal years covered by under this Section, within this Exhibit, are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. The amount of funds available for expenditure by the Contractor shall be limited to the amount identified in the final allocations issued by the State for that fiscal year or the non-DMC amount, whichever is less. Changes to allocated funds will require written amendment to the Contract.
4. For each fiscal year, the State may settle costs for services based on each fiscal year year-end cost settlement report as the final amendment for the specific fiscal year cost settlement report to the approved single state/county contract.

**Section 2. Non-Drug Medi-Cal**

A. Amounts Payable for Non-Drug Medi-Cal

1. State shall reimburse the Contractor monthly in arrears an amount equal to one-twelfth of the maximum amount allowed pursuant to Exhibit B **A1** of the contract or the most recent allocation based on the Budget Act Allocation, whichever is less. Final allocations will reflect any increases or reductions in the appropriations as reflected in the State Budget Act allocation and any subsequent allocation revisions.
2. Monthly disbursement to the Contract at the beginning of each fiscal year of the Contract shall be based on the preliminary allocation of funds, as detailed in this Exhibit.

3. However, based on the expenditure information submitted by the counties in the Quarterly Federal Financial Management Report (QFFMR) (Document 30), State may adjust monthly payments of encumbered block grant federal funds to extend the length of time (not to exceed 21 months) over which payments of federal funds will be made.
4. Monthly disbursements to the Contractor at the beginning of each fiscal year of the Contract shall be based on the preliminary allocation of funds, as detailed in Exhibit B A1.
5. State may withhold monthly non-DMC payments if the Contractor fails to:
  - (a) timely submit reports and data required by the State, including but not limited to, reports required pursuant to Exhibit A, Attachment I A1, Part III.
  - (b) submit the contract amendment within 90 days from issuance from the State to the Contractor.
  - (c) submit and attest ~~certify~~ the completion of Corrective Action Plans for services provided pursuant to this contract.
6. Upon the State's receipt of the complete and accurate reports, data, or signed contract, the Contractor's monthly payment shall commence with the next scheduled monthly payment, and shall include any funds withheld due to late submission of reports, data and/or signed contract.
7. Adjustments may be made to the total of the Contract and amounts may be withheld from payments otherwise due to the Contractor hereunder, for nonperformance to the extent that nonperformance involves fraud, abuse, or failure to achieve the objectives of the provisions of Exhibit A, Attachment I A1, Part IV.

B. Payment Provisions

For each fiscal year, the total amount payable by the State to the Contractor for services provided under Exhibit A, Attachment I A1, Part IV, shall not exceed the encumbered amount. The funds identified for the fiscal years covered by Exhibit A, Attachment I A1, Part IV, are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. Changes to encumbered funds will require written amendment to the Contract. State may settle costs for non-DMC services based on the year-end cost settlement report as the final amendment to the approved single state/county contract.

- C. In the even a contract amendment is required pursuant to the preceding paragraph, Contractor shall submit to the State information as identified in Exhibit E, Section 1.D. To the extent the Contractor is notified of the State Budget Act allocation prior to the execution of the Contract, the State and the Contractor may agree to amend the contract after the issuance of the first revised allocation.

D. Accrual of Interest

Any interest accrued from State-allocated funds and retained by the Contractor must be used for the same purpose as the State allocated funds from which the interest was accrued.

E. Expenditure Period

Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are allocated based upon the Federal Grant award period. These funds must be expended for activities authorized pursuant to 42 USC Sections 300x-21(b) through 300x-66; and Title 45, CFR, Subpart L, within the availability period of the grant award. Any SAPT Block Grant funds that have not been expended by a Contractor at the end of the expenditure period identified below shall be returned to the State for subsequent return to the Federal government.

1. The expenditure period of the FFY 2014 award is October 1, 2013 through June 30, 2015.
2. The expenditure period of the FFY 2015 award is October 1, 2014 through June 30, 2016.
3. The expenditure period of the FFY 2016 award is October 1, 2015 through June 30, 2017.
4. The expenditure period of the FFY 2017 award is October 1, 2016 through June 30, 2018.
5. The expenditure period of the FFY 2018 award is October 1, 2017 through June 30, 2019.

F. Contractors receiving SAPT Block Grant funds shall comply with the financial management standards contained in Title 45, CFR, Part 92, Sections 92.20(b)(1) through (6), and Title 45, CFR, Part 96, Section 96.30.

G. Non-profit Subcontractors receiving SAPT Block Grant funds shall comply with the financial management standards contained in Title 45, CFR, Part 74, Sections 74.21(b)(1) through (4) and (b)(7), and Part 96, Section 96.30.

H. Contractors receiving SAPT Block Grant funds shall track obligations and expenditures by individual SAPT Block Grant award, including, but not limited to, obligations and expenditures for primary prevention, services to pregnant women and women with dependent children. "Obligation" shall have the same meaning as used in Title 45, CFR, Part 92, Section 92.3."

Additionally, Contractors expending SAPT Block Grant HIV Set Aside funds for HIV Early Intervention Services are required to collect data regarding their use of HIV Set-Aside funds and to report this data to the State.



I. Restrictions on the Use of Federal Block Grant Funds

Pursuant to 42 U.S.C. 300x-31, Contractor shall not use SAPT Block Grant funds provided by the Agreement ~~to~~ on the following activities:

1. Provide inpatient services;
2. Make cash payment to intended recipients of health services;
3. Purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase major medical equipment;
4. Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds;
5. Provide financial assistance to any entity other than a public or nonprofit private entity;
6. Pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of level I of the Executive Salary Schedule for the award year: see [http://grants.nih.gov/grants/policy/salcap\\_summary.htm](http://grants.nih.gov/grants/policy/salcap_summary.htm);
7. Purchase treatment services and penal or correctional institutions of this State of California; and
8. Supplant state funding of programs to prevent and treat substance abuse and related activities.

**Section 3. Drug Medi-Cal**

- A. To the extent that the Contractor provides the covered services in a satisfactory manner and in accordance with the terms and conditions of this Contract, the State agrees to pay the Contractor federal Medicaid funds according to Exhibit A, Attachment I **A1**, Part III. Subject to the availability of such funds, Contractor shall receive federal Medicaid funds and/or State General Funds for allowable expenditures as established by the federal government and approved by the State, for the cost of services rendered to beneficiaries.
- B. Any payment for covered services rendered pursuant to Exhibit A, Attachment I **A1**, Part V, shall only be made pursuant to applicable provisions of Title XIX or Title XXI of the Social Security Act; the W&IC; the HSC; California's Medicaid State Plan; and Sections 51341.1, 51490.1, 51516.1, and 51532 of Title 22.
- C. It is understood and agreed that failure by the Contractor or its Subcontractors to comply with applicable federal and state requirements in rendering covered services shall be sufficient cause for the State to deny payments to and/or recover payments from the Contractor and/or terminate the Contractor or its Subcontractor from DMC program participation. If the State or the Department of Health and Human Services (DHHS) disallows or denies payments for any claim, Contractor shall repay to the State the federal

Medicaid funds and/or State General Funds it received for all claims so disallowed or denied. The overpayment shall be recovered by any of the methods allowed in Title 22, CCR, Sections 51047(a) and (b).

- D. Before such denial, recoupment, or disallowances are made, State shall provide the Contractor with written notice of its proposed action. Such notice shall include the reason for the proposed action and shall allow the Contractor sixty (60) days to submit additional information before the proposed action is taken, as required in Title 22, CCR, Section 51047(a). This requirement does not apply to the DMC Post Service Post Payment Utilization Reviews.
- E. The State shall refund to the Contractor any recovered Federal Drug Medi-Cal overpayment that is subsequently determined to have been erroneously collected, together with interest, in accordance with Title 22, CCR, Section 51047(e).
- F. Contractor shall be reimbursed by the State on the basis of its actual net reimbursable cost, not to exceed the unit of service maximum rate.
- G. Claims submitted to the contractor by a sub-contracted provider that is not certified or whose certification has been suspended pursuant to the Welfare and Institutions Code section 14107.11, and Code of Federal Regulations, Title 42, section 455.23 shall not be certified or processed for federal or state reimbursement by the contractor. Payments for any DMC services shall be held by the Contractor until the payment suspension is resolved.
- H. In the event a contract amendment is required pursuant to the preceding paragraph, Contractor shall submit to the State information as identified in Exhibit E, Section 1.D. To the extent the Contractor is notified of the State Budget Act allocation prior to the execution of the Contract, the State and the Contractor may agree to amend the contract after the issuance of the first revised allocation.
- I. Reimbursement for covered services, other than NTP services, shall be limited to the lower of:
  - 1. the provider's usual and customary charges to the general public for the same or similar services;
  - 2. the provider's actual allowable costs; or
  - 3. the DMC SMA for the modality.
- J. Reimbursement to NTP's shall be limited to the lower of either the USDR rate, pursuant to W&IC Section 14021.51(h), or the provider's usual and customary charge to the general public for the same or similar service. However, reimbursement paid by a county to an NTP provider for services provided to any person subject to Penal Code Sections 1210.1 or 3063.1 and for which the individual client is not liable to pay, does not constitute a usual or customary charge to the general public. (W&IC Section 14021.51(h)(2)(A)).

- K. State shall reimburse the Contractor the State General Funds and/or federal Medicaid amount of the approved DMC claims and documents submitted in accordance with Exhibit A, Attachment I A1, Part III.
- L. State will adjust subsequent reimbursements to the Contractor to actual allowable costs. Actual allowable costs are defined in the Medicare Provider Reimbursement Manual (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or [www.cms.hhs.gov](http://www.cms.hhs.gov).
- M. Contractors and Subcontractors must accept, as payment in full, the amounts paid by the State in accordance with Title 22, CCR, Section 51516.1, plus any cost sharing charges (deductible, coinsurance, or copayment) required to be paid by the client. However, Contractors and Subcontractors may not deny services to any client eligible for DMC services on account of the client's inability to pay or location of eligibility. Contractors and Subcontractors may not demand any additional payment from the State, client, or other third party payers.

**Section 4. Drug Medi-Cal Direct Provider Contracts**

- A. Pursuant to W&IC 14124.21, DHCS shall contract with qualified DMC providers within the county when a county does not contract to operate DMC services, in whole or in part.
- B. The State will invoice the Contractor for the county realignment share of approved DMC claims received by the State from the State's subcontractor. Contractor shall reimburse the State for the county realignment share of the approved DMC claims within 30 days of receipt of the invoice. If Contractor does not reimburse the State within 30 days of receipt of the invoice, the State may offset the amount owed from any other funding owed to Contractor by the State or any other State agency. The parties acknowledge that the State's subcontractor shall be responsible for repayment of any disallowed claims. However, in no event shall the State be liable for Medicaid reimbursement for any disallowed claims.
  - 1. Any Contractor contracting with the State for the provision of services through NTP providers may receive reimbursement of the NTP administrative rate.
  - 2. As a result of the direct contract provider's settled cost report, any County Realignment funds owed to the direct contract provider will be handled through an invoice process to the Contractor. Additionally, as a result of the direct contract provider's settled cost report, any County Realignment funds owed to the State will be returned to the Contractor.

**Exhibit B A1**  
Budget Detail and Payment Provisions  
~~Fiscal Year 2014-15~~

**Part III - Financial Audit Requirements**

**Section 1. General Fiscal Audit Requirements**

- A. In addition to the requirements identified below, the Contractor and its Subcontracts are required to meet the audit requirements as delineated in Exhibit C, General Terms and Conditions, and Exhibit D(F), Special Terms and Conditions, of this Contract.
- B. All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its Subcontractors pursuant to this Contract are subject to audit by the State. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 (Revised December 2013) **and/or any independent Contractor audits or reviews.** Objectives of such audits may include, but not limited to, the following:
1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting;
  2. To validate data reported by the Contractor for prospective contract negotiations;
  3. To provide technical assistance in addressing current year activities and providing recommendation on internal controls, accounting procedures, financial records, and compliance with laws and regulations;
  4. To determine the cost of services, net of related patient and participant fees, third-party payments, and other related revenues and funds;
  5. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and contract requirements, and/or;
  6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Contract objectives of Exhibit C and D(F).
- C. Unannounced visits may be made at the discretion of the State.
- D. The refusal of the Contractor or its Subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Contract and will be sufficient basis to terminate the Contract for cause or default.
- E. Reports of audits conducted by the State shall reflect all findings, recommendations, adjustments and corrective action as a result of it's finding in any areas.

**Section 2. Non-Drug Medi-Cal Financial Audits**

- A. Pursuant to OMB Circular A-133 §\_\_\_.400(d)(3), Contractor shall monitor the activities of all of its Subcontractors to ensure that:
1. Subcontractors are complying with program requirements and achieving performance goals
  2. Subcontractors are complying with fiscal requirements, such as having appropriate fiscal controls in place, and are using awards for authorized purposes.
- B. Contractor can use a variety of monitoring mechanism, including limited scope audits, on-site visits, progress reports, financial reports, and review of documentation support requests for reimbursement, to meet the Contractor's monitoring objectives. The Contractor may charge federal awards for the cost of these monitoring procedures as outlined in OMB Circular A-133.
- C. The Contractor shall submit to the State a copy of the procedures and any other monitoring mechanism used to monitor non-profit Subcontracts at the time of the County's annual site visit or within 60 days thereafter. Contractor shall state the frequency that non-profit Subcontracts are monitored.
- D. Limited scope audits, as defined in the OMB Circular A-133, only include agreed-upon engagements that are (1) conducted in accordance with either the American Institute of Certified Public Accountants generally accepted auditing standards or attestation standards; (2) paid for and arranged by pass-through entities (counties); and (3) address one or more of the following types of compliance requirements: (i) activities allowed or unallowed; (ii) allowable costs/cost principals; (iii) eligibility; (9v) matching, level of effort and earmarking; and (v) reporting.
- E. On-site visits focus on compliance and controls over compliance areas. The reviewer must make site visits to the subcontractor locations(s), and can use a variety of monitoring mechanism to document compliance requirements. The finding and the corrective action will require follow-up by the Contractor.
- F. Contractor shall be responsible for any disallowance taken by the Federal Government, the State, or the California State Audit, as a result of any audit exception that is related to the Contractor's responsibilities herein. Contractor shall not use funds administered by the State to repay one federal funding source with funds provided by another federal funding source, to repay federal funds with state funds, or to repay state funds with federal funds. State shall invoice Contractor 60 days after issuing the final audit report or upon resolution of an audit appeal. Contractor agrees to develop and implement any corrective action plans in a manner acceptable to the State in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by the state within one year from the date of the plan.

If differences cannot be resolved between the State and Contractor regarding the terms of the financial audit settlements for funds expended under Exhibit A, Attachment I **A1**, Part IV, Contractor may request an appeal in accordance with the appeal process described in Document 1J(a), "Non-DMC Audit Appeal Process," incorporated by this reference. When a financial audit is conducted by the Federal Government, the State, or the California State Auditor directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(a). Contractor shall include a provision in its subcontracts regarding the process by which its Subcontractors may file an appeal via the Contractors.

- G. Contractors that conduct financial audits of Subcontractors, other than a Subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify Subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or compliances arising from the financial findings of an audit or examination made by or on behalf of the State pursuant to Article IV of this Contract.
- H. Pursuant to OMB Circular A-133, State may impose sanctions against the Contractor for not submitting single or program-specific audit reports, or failure to comply with all other audit requirements. The sanctions shall include:
1. Withholding a percentage of federal awards until the audit is completed satisfactorily
  2. Withhold or disallowing overhead costs
  3. Suspending federal awards until the audit is conducted; or
  4. Terminating the federal award

### **Section 3. Drug Medi-Cal Financial Audits**

- A. In addition to the audit requirements set forth in Exhibit D(F), State may also conduct financial audits of DMC programs, exclusive of NTP services, to accomplish any of, but not limited to, the following audit objectives:
1. To review reported costs for validity, appropriate allocation methodology, and compliance with Medicaid laws and regulations;
  2. To ensure that only the cost of allowable DMC activities are included in reported costs;
  3. To determine the provider's usual and customary charge to the general public in accordance with CMS (The Medicare Provider Reimbursement Manual) (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or [www.cms.hhs.gov](http://www.cms.hhs.gov), for comparison to the DMC cost per unit;
  4. To review documentation of units of service and determine the final number of approved units of service;

5. To determine the amount of clients' third-party revenue and Medi-Cal share of cost to offset allowable DMC reimbursement; and,
  6. To compute final settlement based on the lower of actual allowable cost, the usual and customary charge, or the maximum allowance, in accordance with Title 22, Section 51516.1.
- B. In addition to the audit requirements set forth in Exhibit D(F), State may conduct financial audits of NTP programs. For NTP services, the audits will address items A(3) through A(5) above, except that the comparison of the provider's usual and customary charge in A(3) will be to the DMC USDR rate in lieu of DMC cost per unit. In addition, these audits will include, but not be limited to:
1. For those NTP providers required to submit a cost report pursuant to W&IC Section 14124.24, a review of cost allocation methodology between NTP and other service modalities, and between DMC and other funding sources;
  2. A review of actual costs incurred for comparison to services claimed;
  3. A review of counseling claims to ensure that the appropriate group or individual counseling rate has been used and that counseling sessions have been billed appropriately;
  4. A review of the number of clients in group sessions to ensure that sessions include no less than four and no more than ten clients at the same time, with at least one Medi-Cal client in attendance;
  5. Computation of final settlement based on the lower of USDR rate or the provider's usual and customary charge to the general public; and,
  6. A review of supporting service, time, financial, and patient records to verify the validity of counseling claims.
- C. Contractor shall be responsible for any disallowances taken by the Federal Government, the State, or the Bureau of State Audits as a result of any audit exception that is related to its responsibilities. Contractor shall not use funds administered by the State to repay one federal funding source with funds provided by another federal funding source, or to repay federal funds with state funds, or to repay state funds with federal funds
- D. Contractor agrees to promptly develop and implement any corrective action plans in a manner acceptable to the State in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by the State within six months from the date of the plan.
- E. Contractor, in coordination with the State, must provide follow-up on all significant findings in the audit report, including findings relating to a Subcontractor, and submit the results to the State.

If differences cannot be resolved between the State and the Contractor regarding the terms of the final financial audit settlements for funds expended under Exhibit B **A1**, Contractor may request an appeal in accordance with the appeal process described in the "DMC Audit Appeal Process," Document 1J(b), incorporated by this reference. When a financial audit is conducted by the Federal Government, the State, or the Bureau of State Audits directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(b). Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.

- F. Providers of DMC services shall, upon request, make available to the State their fiscal and other records to assure that such provider have adequate recordkeeping capability and to assure that reimbursement for covered DMC services are made in accordance with Title 22, CCR, Section 51516.1. These records include, but are not limited to, matters pertaining to:
1. Provider ownership, organization, and operation;
  2. Fiscal, medical, and other recordkeeping systems;
  3. Federal income tax status;
  4. Asset acquisition, lease, sale, or other action;
  5. Franchise or management arrangements;
  6. Patient service charge schedules;
  7. Costs of operation;
  8. Cost allocation methodology;
  9. Amounts of income received by source and purpose; and,
  10. Flow of funds and working capital.
- G. Contractor shall retain records of utilization review activities required in Article VI herein for a minimum of three (3) years.



**Exhibit B A1**  
Budget Detail and Payment Provisions  
~~Fiscal Year 2014-15~~

**Part IV – Records**

**Section 1. General Provisions**

A. Maintenance of Records

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for the State to audit contract performance and contract compliance. Contractor shall make these records available to the State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by contractor are reasonable, allowable and allocated appropriately. All records must be capable of verification by qualified auditors.

1. Contractor shall include in any contract with an audit firm a clause to permit access by the State to the working papers of the external independent auditor, and require that copies of the working papers shall be made for the State at its request.
2. Contractor shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with the State. All records must be capable of verification by qualified auditors.
3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by the State for interim settlement. When an audit by the Federal Government, the State, or the California State Auditor has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within three years, the interim settlement shall be considered as the final settlement.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.
5. Contractor's subcontracts shall require that all Subcontractors comply with the requirements of Exhibit A, Attachment I **A1**, Part V, Section 2.

6. Should a Subcontractor discontinue its contractual agreement with the Contractor, or cease to conduct business in its entirety, Contractor shall be responsible for retaining the Subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at <http://sam.dgs.ca.gov/TOC/1600.aspx>.

The Contractor shall retain all records required by Welfare and Institutions Code section 14124.1, 42 CFR 433.32, and California Code of Regulations, Title 22, Section 51341.1 et seq. for reimbursement of services and financial audit purposes.

7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.

B. Dispute Resolution Process

1. In the event of a dispute under this Exhibit A, Attachment I **A1**, Part IV, other than an audit dispute, Contractor shall provide written notice of the particulars of the dispute to the State before exercising any other available remedy. Written notice shall include the contract number. The Director (or designee) of the State and the County Drug or Alcohol Program Administrator (or designee) shall meet to discuss the means by which they can effect an equitable resolution to the dispute. Contractor shall receive a written response from the State within sixty (60) days of the notice of dispute. The written response shall reflect the issues discussed at the meeting and state how the dispute will be resolved.
2. In the event of a dispute over financial audit findings between the State and the Contractor, Contractor may appeal the audit in accordance with the "non- DMC Audit Appeal Process" (Document 1J(a)). When a financial audit by the Federal Government, the State, or the California State Auditor is conducted directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(a). Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.
3. As stated in Part III, Section 3, of this Exhibit, in the event of a dispute over financial audit findings between the State and the Contractor, Contractor may appeal the audit in accordance with DMC Audit Appeal Process" (Document 1J(b)). When a financial audit by the Federal Government, the State, or the California State Auditor is conducted directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with DMC Audit Appeal Process" (Document 1J(b)). Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.

4. Contractors that conduct financial audits of Subcontractors, other than a Subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify Subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of the State pursuant to Part II of this Exhibit.
5. To ensure that necessary corrective actions are taken, financial audit findings are either uncontested or upheld after appeal may be used by the State during prospective contract negotiations.

**Exhibit B A1**  
 Budget Detail and Payment Provisions  
 Fiscal Year 2014-15

**Part V. Drug Medi-Cal Reimbursement Rates**

A. **"Uniform Statewide Daily Reimbursement (USDR) Rate"** means the rate for NTP services based on a unit of service that is a daily treatment service provided pursuant to Title 22, Sections 51341.1 and 51516.1 and Title 9, commencing with Section 10000 (Document 3G), or the rate for individual or group counseling. The following table shows the ~~proposed Fiscal Year (FY) 2014-15~~ USDR rates.

Service	Type of Unit of Service (UOS)	Non-Perinatal (Regular) Rate Per UOS		Perinatal Rate Per UOS	
		<u>FY 14/15</u>	<u>FY15/16</u>	<u>FY 14/15</u>	<u>FY15/16</u>
NTP-Methadone Dosing	Daily	\$10.80	<b><u>\$11.44</u></b>	\$11.79	<b><u>\$13.58</u></b>
NTP-Individual Counseling (*)	One 10-minute increment	\$13.48	<b><u>\$13.39</u></b>	\$21.06	<b><u>\$21.17</u></b>
NTP Group Counseling (*)	One 10-minute increment	\$2.91	<b><u>\$3.02</u></b>	\$7.03	<b><u>\$5.79</u></b>

(\*) The NTP contractors may be reimbursed for up to 200 minutes (20-10 minute increments) of individual and/or group counseling per calendar month ~~per beneficiary~~. If medical necessity is met that requires additional NTP counseling beyond 200 minutes per calendar month, NTP contractors may bill and be reimbursed for additional counseling (in 10 minute increments). Medical justification for the additional counseling must be clearly documented in the patient record.

Reimbursement for covered NTP services shall be limited to the lower of the NTP's usual and customary charge to the general public for the same or similar services or the USDR rate.

**B. “Unit of Service”** means a face-to-face contact on a calendar day for outpatient drug free, intensive outpatient treatment, perinatal residential, and Naltrexone treatment services. Only one face-to-face service contact per day is covered by DMC except in the case of emergencies when an additional face-to-face contact may be covered for intake crisis intervention or collateral service. To count as a unit of service, the second contact shall not duplicate the services provided on the first contact, and each contact shall be clearly documented in the beneficiary’s record. While the rates are approved by the State, they are subject to change through the regulation process. Units of service and proposed SMA for FY 2014-15 are identified in the following table.

Service	Type of Unit of Service (UOS)	Non-Perinatal (Regular) Rate Per UOS		Perinatal Rate Per UOS	
		FY 14/15	FY15/16	FY 14/15	FY15/16
Intensive Outpatient Treatment	Face-to-Face Visit	\$56.44	<b><u>\$58.30</u></b>	\$80.78	<b><u>\$81.22</u></b>
Naltrexone Treatment	Face-to-Face Visit	\$19.06	<b><u>\$19.06</u></b>	NA	<b><u>NA</u></b>
Outpatient Drug Free	Face-to Face Visit – Individual (per person)	\$67.38	<b><u>\$66.93</u></b>	\$105.32	<b><u>\$105.90</u></b>
	Face-to-Face Visit – Group (per person)	\$26.23	<b><u>\$27.14</u></b>	\$63.33	<b><u>\$52.11</u></b>
Perinatal Residential	Daily – Residential Day	NA	<b><u>NA</u></b>	\$99.43	<b><u>\$99.97</u></b>

**Exhibit B, Attachment I A1 - Funding for Fiscal Year 2014-15 through FY 2016-17**

Country: Mono

Contract Number: 14-90073

Version: A01  
Date: 7/1/2014

Fiscal Year 2014-15	2014-15 Funding Amount
State General Funds (7/1/14 to 6/30/15)	Original
Drug Medi-Cal SGF	4,042
<b>TOTAL</b>	<b>4,042</b>
SAPT Block Grant - FFY 2015 Award (10/1/14 to 6/30/16)	313,366
- Discretionary	0
- Adolescent/Youth	0
- Prevention Set-Aside	73,185
- Friday Night Live/Club Live	0
- HIV Set Aside	7,500
- Perinatal	0
<b>TOTAL</b>	<b>394,051</b>
Drug Medi-Cal Federal Share (7/1/14 to 6/30/15)	1,250
- Non Perinatal Federal Share	0
- Perinatal Federal Share	0
<b>TOTAL</b>	<b>1,250</b>
<b>GRAND TOTAL</b>	<b>399,343</b>

<b>Original THREE-YEAR TOTAL</b>	<b>4,198,029</b>
<b>A01 THREE-YEAR TOTAL</b>	<b>1,201,944</b>

Fiscal Year 2015-16	2015-16 Funding Amount
State General Funds (7/1/15 to 6/30/16)	Original
Drug Medi-Cal SGF	4,042
<b>TOTAL</b>	<b>7,957</b>
SAPT Block Grant - FFY 2016 Award (10/1/15 to 6/30/17)	313,366
- Discretionary	0
- Adolescent/Youth	0
- Prevention Set-Aside	73,185
- Friday Night Live/Club Live	0
- HIV Set Aside	7,500
- Perinatal	0
<b>TOTAL</b>	<b>394,051</b>
Drug Medi-Cal Federal Share (7/1/15 to 6/30/16)	1,250
- Non Perinatal Federal Share	0
- Perinatal Federal Share	0
<b>TOTAL</b>	<b>1,250</b>
<b>GRAND TOTAL</b>	<b>399,343</b>

Fiscal Year 2016-17	2016-17 Funding Amount
State General Funds (7/1/16 to 6/30/17)	Original
Drug Medi-Cal SGF	4,042
<b>TOTAL</b>	<b>4,042</b>
SAPT Block Grant - FFY 2017 Award (10/1/16 to 6/30/18)	313,366
- Discretionary	0
- Adolescent/Youth	0
- Prevention Set-Aside	73,185
- Friday Night Live/Club Live	0
- HIV Set Aside	7,500
- Perinatal	0
<b>TOTAL</b>	<b>394,051</b>
Drug Medi-Cal Federal Share (7/1/16 to 6/30/17)	1,250
- Non Perinatal Federal Share	0
- Perinatal Federal Share	0
<b>TOTAL</b>	<b>1,250</b>
<b>GRAND TOTAL</b>	<b>399,343</b>

CCC-307

**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> 95-6005661
<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> Mono	

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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     October 20, 2015

**Departments: Public Works, Solid Waste Division**

**TIME REQUIRED**

**SUBJECT**             Aggregate Crushing Bid Results and  
                                 Contract Award

**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 Mamco, Inc. pertaining to Aggregate Crushing at Benton Crossing Landfill.

**RECOMMENDED ACTION:**

Authorize Public Works Director to execute a contract with lowest responsible bidder (Mamco, Inc. dba Alabassi) for Aggregate Crushing Services at Benton Crossing Landfill, in the amount of \$81,200. Authorize Solid Waste Superintendent to approve any necessary change orders within statutory limits.

**FISCAL IMPACT:**

Not to Exceed \$100,000 from the Solid Waste Enterprise Fund. This is included in the 2015-16 Board Approved budget.

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5453 / tdublino@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](#)

[RFB](#)

[Sample Contract](#)

[Contract Attachment](#)

[Contract Attachment](#)

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### History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/14/2015 3:30 PM	County Administrative Office	Yes
10/14/2015 7:09 PM	County Counsel	Yes
10/9/2015 2:59 PM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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)

October 20, 2015

TO: Honorable Mono County Supervisors

FROM: Tony Dublino, Solid Waste Superintendent

**RE: Aggregate Crushing Contract at Benton Crossing Landfill**

## **RECOMMENDED ACTION:**

Authorize Public Works Director to execute a contract with lowest responsible bidder (Mamco, Inc. dba Alabbasi) for Aggregate Crushing Services at Benton Crossing Landfill, in the amount of \$81,200. Authorize Solid Waste Superintendent to approve any necessary change orders within statutory limits.

## **BACKGROUND:**

In December of 2012, the Board of Supervisors approved several changes to Solid Waste Tipping Fees. One of these changes was an increase to the charge for large aggregate material. The primary need for increasing this fee was to offset the cost of crushing this material into re-usable product.

Since that time, the County has researched various approaches to aggregate crushing including a pilot project with local contractors at Benton Crossing Landfill that recycled over 300 tons of material, as well as facilitating another crushing project at Pumice Valley Landfill that recycled over 6,000 tons of asphalt.

In budget year 14/15, staff was anticipating and planning a modest crushing project for the summer of 2015. The Round Fire Debris Removal Project in April of 2015 generated a sudden and significant volume of large aggregate material, and dramatically increased the size and scale of the needed crushing operation.

During summer 2015, staff developed and published a Request for Bids in accordance with the needs at the site. The RFB was published in early September, and bids were opened on October 1, 2015. The bid results were as follows:

Mamco, Inc. dba Alabbasi	\$81,200
F.W. Carson Co.	\$94,000
Cutting Edge Concrete Services, Inc.	\$161,200

A Notice of Intent to Award as well as protest procedures were distributed on October 8<sup>th</sup>, 2015. Staff will update the Board as to any developments through the protest process.

The crushing project is anticipated to divert approximately 10,000 tons of large aggregate material. The material will be crushed to a size suitable for use as road and shoulder base, as well as final cover and road building material for landfill operations. Although a significant portion of the material is from the Round Fire and unincorporated Mono County, there is a great deal of volume that originated from within the Town of Mammoth Lakes, and has been stockpiled at the site. This means that the project will also provide the Town with thousands of tons of diversion credit for C&D waste.

Staff is recommending entering into a contract (in substantial conformance with attached sample contract) not to exceed \$100,000 to cover this extensive crushing effort. The cost is in accordance

Honorable Board of Supervisors  
Aggregate Crushing Services Contract

---

with the approved 2015/2016 budget for the Solid Waste Enterprise Fund, which included \$100,000 for aggregate crushing.

If you have any questions regarding this item, please contact me at (760) 932-5453.

Respectfully submitted,



Tony Dublino  
Solid Waste Superintendent

Attachments:  
RFB  
Sample Contract



AGGREGATE CRUSHING SERVICES AT BENTON CROSSING LANDFILL  
INSTRUCTIONS TO BIDDERS

1. PROJECT SPECIFICATIONS

The project consists of crushing mixed aggregate material that has been stockpiled at the Benton Crossing Landfill into material suitable for re-use and recycling as road base or other applications. The specification for the resulting material is  $\frac{3}{4}$ " minus.

The stockpiled material is generally concrete debris from demolition projects. The size varies, from small pieces less than 6" in diameter, to larger pieces exceeding 36" in diameter. The stockpiles include some waste (approximately 1% by weight) that will require separation as material is pulled from the stockpiles. Some of the concrete has imbedded rebar and steel mesh that will require separation during the crushing process. Up to 10% of the material will be accepted as non-recoverable and can be set aside, with non-aggregate material, where it will be removed and processed by Benton Crossing Landfill staff.

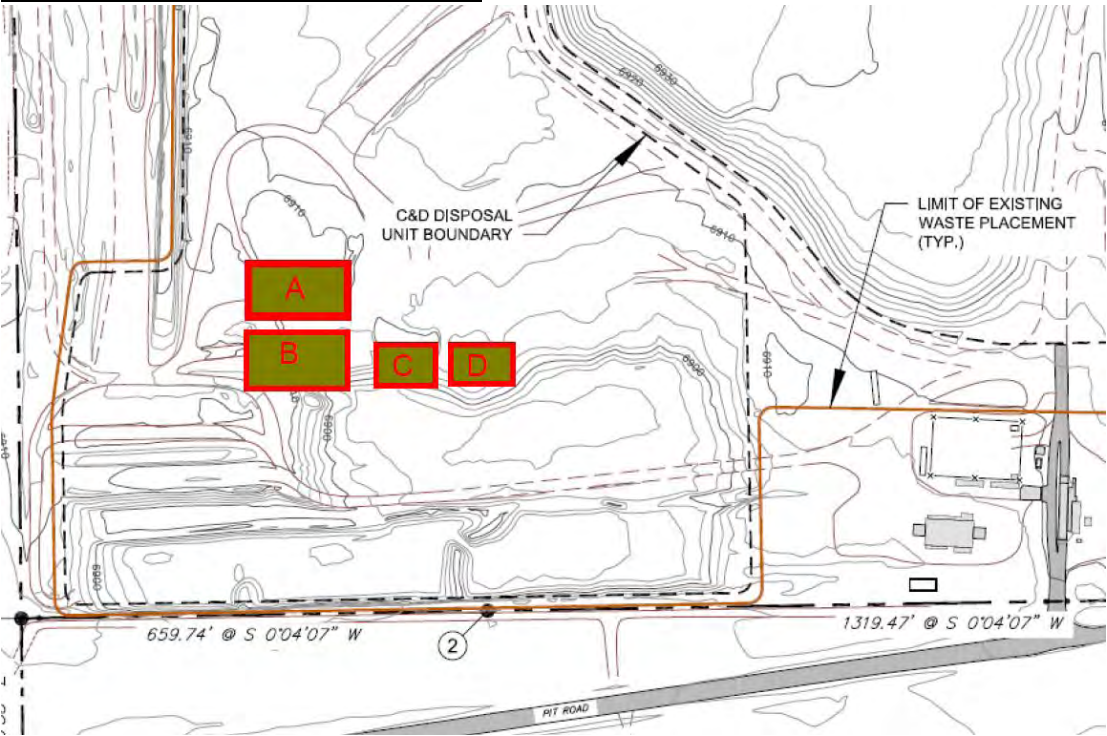
Crushed and processed material is to be stockpiled by Contractor approximately 200-300 feet from the existing stockpiles.

All equipment brought on-site, including, but not limited to; crusher, diesel engines, auxiliary equipment, must either be permitted with the State of California's Portable Equipment Registration Program [PERP], or with the Great Basin Unified Air Pollution Control District [[www.gbuapcd.org](http://www.gbuapcd.org)]. Dust control is required at all times, and will be performed by Mono County as a part of its regular operation of the landfill.

The Benton Crossing Landfill is located at 899 Pit Road, approximately 12 miles southeast from the Town of Mammoth Lakes in Mono County, CA. Additional details about the location, quality and size of the stockpiles, is included on the following pages.



**Figure 1—Location of Stockpiles A-D**



**Figure 2—Photo of Stockpiles A-D**



**Stockpile A: Approximately 40'x125'x10' = 1,850 cubic yards**

**Figure A-1**

**Figure A-2**



**Stockpile B: Approximately 70'x125'x10' = 3,250 cubic yards**

**Figure B-1**

**Figure B-2**

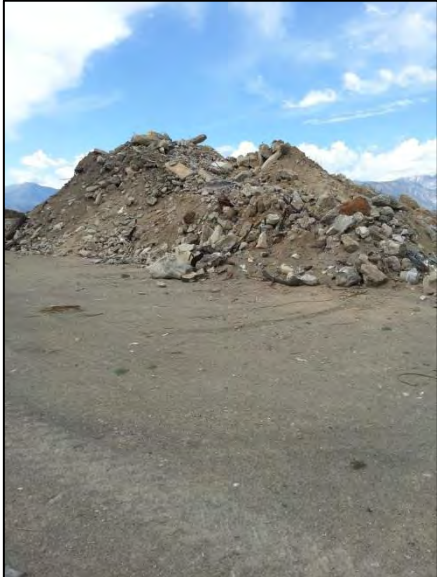


**Stockpile C: Approximately 75'x70'x15' = 2,900 cubic yards**

**Figure C-1**



**Figure C-2**



**Figure C-3**

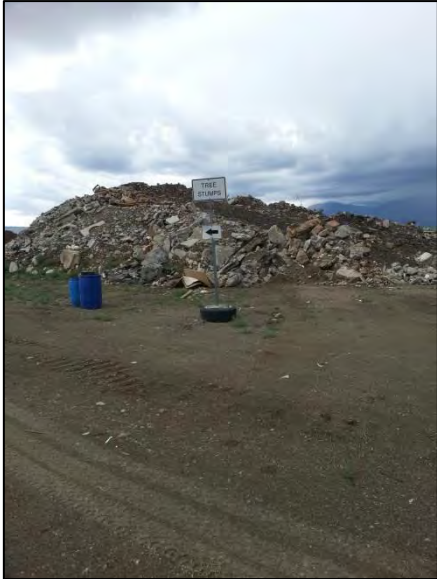


**Stockpile D: Approximately 90'x50'x20' = 3,350 cubic yards**

**Figure D-1**



**Figure D-2**



**Figure D-3**



It is incumbent on the bidder to research the available photographs, and/or visit the site personally, to obtain a clear sense of the material to be processed. It is anticipated that the total amount of crushed aggregate material will approach 10,000 tons.

Requests for service, if issued, will be made on an as-needed basis, with the first such request to be issued immediately upon contract execution.

## 2. ADDITIONAL PROJECT DETAILS AND SITE VISITS

Additional project details, including additional photographs of the stockpiles, and other information may be obtained by contacting the Department of Public Works in writing at Post Office Box 457, Bridgeport, California, 93517, c/o Tony Dublino, by telephone at (760) 932-5453, or by e-mail at [tdublino@mono.ca.gov](mailto:tdublino@mono.ca.gov). Any additional information provided will be made available to all potential bidders, upon request.

## 3. BID PACKAGE DEPOSIT

None required.

## 4. PROPOSALS

A. For bids to receive consideration, they shall be made upon the Bid Proposal form contained in the bid package, with all items completely filled out with typewritten or legible handwritten responses. Numbers shall be written in both words and figures. Signatures of all persons signing shall be in longhand. The completed form shall be without interlineation, alterations, or erasures.

B. Modifications or alternative proposals will not be considered unless called for. Unauthorized conditions, limitations or provisions attached to a bid will render it non-responsive and may cause its rejection.

C. Before submitting a bid, the bidder should carefully read the above Project Specifications and the form of the standard county agreement the successful bidder will enter into, and inform themselves fully as to all existing conditions and limitations, and shall include in the bid a sum to cover the cost of all work contemplated in the contract documents.

D. The Bid Proposal form must be received in a sealed, opaque envelope clearly labeled with "AGGREGATE CRUSHING BID" and the name of the Bidder printed on the outside of the envelope. Bids received unsealed or unlabeled will not be considered.

E. A completed Bid Proposal form shall be delivered at, or prior to, the time and place specified in the Invitation for Bids. Any bids received after the time specified for bid opening shall be returned to the bidder unopened. Bids may be delivered by U.S. Mail to the Mono County Department of Public Works, Post Office Box 457, Bridgeport, California, 93517, or in person or by overnight delivery to the Mono County Department of Public Works office, 74 North School Street, Bridgeport, California. The bidder is advised that due to the remote nature of central Mono County, "overnight" delivery by the US Postal Service, UPS, FedEx, and other carriers is actually scheduled as a two-day delivery.

## 5. MODIFICATION OF BID

A bidder may modify his or her bid by written communication provided such communication is received by the County before, but not later than, the time fixed for the opening of bids. The written communication shall not reveal the bid price but shall state the amount of addition or subtraction or other modification so that the final prices or terms will not be known by the County until the sealed bid is opened.

6. WITHDRAWAL OF BID

Bids may be withdrawn at any time by the bidder up to, but not later than, the time specified for bid opening. Such withdrawal may be made in person or by written letter to the Solid Waste Superintendent at P.O. Box 457, Bridgeport, CA 93517, or by email to tdublino@mono.ca.gov. Such request shall be signed by an authorized representative of the bidder. Bids so withdrawn will be returned unopened to the bidder by the County.

7. AWARD OR REJECTION OF BIDS

A. As its bid, the bidder is expected to:

- 1) identify mobilization charges.
- 2) identify all-inclusive price per ton of crushing the material to ¾" minus.

B. The County reserves the right to accept or reject any and all bid proposals. The County further reserves the right to reject any or all alternates and unit prices of such proposals, and to reject the bid of any bidder who has previously failed to perform properly or to complete, on time, contracts with the County of a nature similar to this project. The County further reserves the right to waive any informality or irregularity in any bid to the extent allowed by law.

C. Mono County assumes no responsibility for any costs the Bidder may incur in preparing and submitting its bid, regardless of whether or not a contract is awarded.

8. PREVAILING WAGE AND LABOR COMPLIANCE

The services to be provided are a public work within the meaning of the California Labor Code and are subject to the payment of prevailing wages under Labor Code section 1771. Further, no contractor or subcontractor may be listed in a bid proposal or awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (unless exempt under section 1771.1.) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

9. AGREEMENT, INSURANCE AND BONDS

The successful bidder will be required to enter into a three-year agreement to perform the services requested by the County. A copy of the draft agreement is attached with these Instructions. Prior to initiating work, the successful bidder will be required to furnish evidence of Workers' Compensation, General Liability, and Motor Vehicle insurance as specified in the agreement and to provide a payment bond as required by Civil Code section 9550 if the contract awarded exceeds \$25,000.

**COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS, SOLID WASTE DIVISION  
BID PROPOSAL**

Proposal of \_\_\_\_\_ (hereinafter, "Bidder"), doing business as:

a partnership;  a corporation;  an individual;

(other) \_\_\_\_\_ (please specify).

**Description of Work**

In compliance with the Instruction to Bidders and Invitation for Bids, Bidder hereby proposes to perform all work for AGGREGATE CRUSHING SERVICES AT BENTON CROSSING LANDFILL in strict accordance with the project specifications set forth in the Instructions to Bidders , within the schedule set forth therein, and at the price stated below. The price quoted below includes all labor, supervision, training, materials, equipment, supplies, fuel, transportation, and all applicable local, state, and/or federal taxes, fees, patent rights, and/or royalties necessary to complete the work.

By submission of this bid, Bidder certifies that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or competitor.

**Price**

Bidder agrees to provide aggregate crushing services at the Benton Crossing Landfill for the following price:

Mobilization (per event): \_\_\_\_\_

Price Per ton of Crushed Aggregate: \_\_\_\_\_ dollars (\$ \_\_\_\_\_ )

**Bidder Information**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

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

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Officer: \_\_\_\_\_

Title: \_\_\_\_\_

**Subcontractors**

In accordance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code §§ 4100, et seq.), please list any subcontractors performing work or services as part of the project in an amount in excess of one-half of 1 percent of total bid:

Name of Subcontractor	Location of place of business	Description of work to be performed (and %)

**ACKNOWLEDGEMENTS**

**RECEIPT OF ADDENDA**

The County of Mono is advised that Bidder has received the following addenda for the Bid Documents, including plans, specifications, and special provisions for the above-referenced project:

Addendum Number: \_\_\_\_\_ Issuance Date: \_\_\_\_\_  
Subject Matter: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Issuance Date: \_\_\_\_\_  
Subject Matter: \_\_\_\_\_

If you did not receive any addenda for the above-referenced project, please initial here: \_\_\_\_\_

**ACKNOWLEDGEMENT OF SITE VISIT(S) AND/OR KNOWLEDGE OF SITE**

The County of Mono is advised that I have visited, or have informed myself and am aware of the project site and location, as acknowledged by my initials below. In doing so, I have made myself aware of the conditions that exist and have prepared the attached proposal accordingly.

Benton Crossing Landfill: Yes \_\_\_\_\_ No \_\_\_\_\_

**DISCLOSURES AND CERTIFICATIONS**

**QUESTIONNAIRE A**

Under penalty of perjury, and in accordance with Public Contract Code Section 10162, the Bidder shall complete the following questionnaire:

Has the Bidder, or any officer or employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If the answer is yes, please explain the circumstances in the space provided below and/or attach separate sheet(s) as necessary, with signature affixed.

**QUESTIONNAIRE B**

Under penalty of perjury, the Bidder shall complete the following questionnaire:

Within the past three years, has the Bidder, or any officer or employee of the Bidder who has a proprietary interest in the Bidder, ever been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any federal or state antitrust law in connection with the bidding upon, award of, or performance of, any Public Works Contract, as defined in Section 1101, with any public entity as defined in Section 1100 of the California Public Contract Code, the Regents of the University of California or the Trustees of the California State University?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If the answer is yes, please explain the circumstances in the space provided below and/or attach separate sheet(s) as necessary, with signature affixed.



**WORKERS' COMPENSATION CERTIFICATION**

I do hereby certify that I am aware of the provisions of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work in this contract.

**NON-COLLUSION AFFIDAVIT**

In accordance with Title 23 United States Code Section 112 and Section 7106 of the California Public Contract Code, the Bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**Signature and Verification of Bid**

I declare under penalty of perjury to the best of my information and belief that the information contained in this Bid Proposal is true and correct and that, if awarded the contract, I will perform the work and services described in the Invitation for Bids and Instructions to Bidders in accordance with the requirements and representations set forth herein.

Bidder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Add seal if by a corporation)

**AGREEMENT BETWEEN COUNTY OF MONO**  
**AND** Click here to enter text.  
**FOR THE PROVISION OF** Click here to enter text. **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the Click here to enter text. services of Click here to enter text., of Click here to enter text. (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the Director of Click here to enter text., or an authorized representative thereof. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. By this Agreement the County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other \_\_\_\_\_

**2. TERM**

The term of this Agreement shall be from Click here to enter text., Click here to enter text., unless sooner terminated as provided below.

**3. CONSIDERATION**

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at County's request.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by the County under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$`Click here to enter text.`, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to the County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at the County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at the County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should the County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this paragraph 3.E. in its entirety.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual

payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

#### **4. WORK SCHEDULE**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC**

The Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

#### **7. COUNTY PROPERTY**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of the County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

## 8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

## 9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the County Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the

beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a “retro date” prior to the contract effective date, then Contractor must purchase “extended reporting” coverage for a minimum of five years after completion of contract work.

- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor’s liability for bodily injury (including death), property damage, and environmental damage resulting from “sudden accidental” or “gradual” pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

D. Waiver of Subrogation. Contractor hereby grants to County a waiver of any right to subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement necessary to effectuate this waiver, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

E. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers’ Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

## **10. STATUS OF CONTRACTOR**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of the County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in

Attachment A. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

## **11. DEFENSE AND INDEMNIFICATION**

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees 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, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor'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 Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless 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 Agreement.

## **12. RECORDS AND AUDIT**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

## **13. NONDISCRIMINATION**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color,

ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

#### **14. TERMINATION**

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) calendar days written notice of such intent to terminate.

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this paragraph 14 shall not apply.

#### **15. ASSIGNMENT**

This is an agreement for the personal services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of the County.

#### **16. DEFAULT**

If the Contractor abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

#### **17. WAIVER OF DEFAULT**

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 23 below.

#### **18. CONFIDENTIALITY**

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.



## **19. CONFLICTS**

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

## **20. POST-AGREEMENT COVENANT**

Contractor agrees not to use any confidential, protected, or privileged information that is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

## **21. SEVERABILITY**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

## **22. FUNDING LIMITATION**

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

## **23. AMENDMENT**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change order is in written form, and executed with the same formalities as this Agreement or in accordance with delegated authority therefor, and attached to the original Agreement to maintain continuity.

## **24. NOTICE**

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or County shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

County of Mono:

[Click here to enter text.](#)Department

[Click here to enter text.](#)Name

Click here to enter text.Mailing Address  
Click here to enter text.City/State/Zip  
Click here to enter text.Email Address (optional)

**Contractor:**

Click here to enter text.Name  
Click here to enter text.Mailing Address  
Click here to enter text.City/State/Zip  
Click here to enter text.Email Address (optional)

**25. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.**

**COUNTY OF MONO**

**CONTRACTOR**

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

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

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

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

Taxpayer's Identification or Social Security Number: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

APPROVED BY RISK MANAGEMENT:

\_\_\_\_\_  
Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND [Click here to enter text.](#)  
FOR THE PROVISION OF [Click here to enter text.](#) **SERVICES****

**TERM:**

**FROM:** [Click here to enter text.](#)     **TO:** [Click here to enter text.](#)

**SCOPE OF WORK:**

[Click here to enter text.](#)

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND [Click here to enter text.](#)  
FOR THE PROVISION OF [Click here to enter text.](#) **SERVICES****

**TERM:**

**FROM:** [Click here to enter text.](#)     **TO:** [Click here to enter text.](#)

**SCHEDULE OF FEES:**

[Click here to enter text.](#)

See Attachment B1, incorporated herein by this reference (optional).

## EXHIBIT 2

### AGREEMENT BETWEEN THE COUNTY OF MONO AND [REDACTED] FOR THE PROVISION OF [REDACTED] SERVICES

PREVAILING WAGES AS OF: [REDACTED] [DATE]

#### A. Determination.

The services and work to be provided by Contractor under this Agreement constitute a public work within the meaning of California Labor Code Sections 1720 and 1720.3. Accordingly, and as required by Section 1771 of the California Labor Code, Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work, to all workers employed in the execution of those services and work requested by the County as described in Attachment A of this Agreement that constitute a public work. California Labor Code Section 1771 is incorporated herein by this reference, and a copy of that Section is included at the end of this Exhibit.

#### B. Prevailing Wage Rate.

The general prevailing rate of per diem wages applicable to each class of worker employed in the execution of those services and work that constitute a public work under this Agreement has been determined by the Director of the California Department of Industrial Relations (hereinafter referred to as "Director"). Copies of the Director's determination are on file at the Mono County Department of Public Works office, 74 North School Street, Bridgeport, California, and are available to any interested party upon request.

#### C. Apprentices.

Pursuant to Section 1777.5 of the California Labor Code, properly registered apprentices performing services and work that constitute a public work, if any, shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. California Labor Code Section 1777.5 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

#### D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to Section 1775 of the California Labor Code, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the general rate of per diem wages for the performance of services and work that constitute a public work, as determined by the Director, for the work or craft for which the worker is employed in the performance of services and work provided under this Agreement that constitute a public work, except as provided by subdivision (b) of Section 1775 of the California Labor Code. California Labor Code Section 1775 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

#### E. Payroll Records.

Pursuant to Section 1776 of the California Labor Code, Contractor, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the performance of the services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement.

#### F. Inspection of Payroll Records.

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Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code Section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public. California Labor Code Section 1776 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

G. Posting of Prevailing Wages at Job Site.

Pursuant to California Labor Code Section 1773.2, Contractor shall post at each job site in connection with this Agreement a copy of the Director's determination of the general prevailing rate of per diem wages for each classification of worker required in the execution of those services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work.

H. Hours.

Pursuant to Section 1810 of the California Labor Code, the time of service of any worker employed by Contractor, or by any subcontractor under him, in the performance of services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work, is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week, except as otherwise provided by the California Labor Code.

I. Overtime.

Pursuant to California Labor Code Section 1815, the performance of services and work, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work by employees of Contractor, or employees of any subcontractor under him, in excess of eight hours per calendar day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per calendar day at not less than one and one-half (1½) times the basic rate of pay. California Labor Code Section 1815 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

J. Records of Hours.

Contractor, and any subcontractors under him, shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the performance of the services and work requested by the County that constitute a public work, as described in the Scope of Work (Attachment A) of this Agreement. The record shall be kept open at all reasonable hours to the inspection of the County and to the Division of Labor Standards Enforcement as required by Labor Code Section 1812.

K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code Section 1813, Contractor, and any subcontractors under him, shall, as a penalty to the County, forfeit twenty-five dollars (\$25.00) for each worker employed by the respective contractor or subcontractor in the execution of the services and work requested by the County that constitute a public work, as described in the Scope of Work (Attachment A) of this Agreement, for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code. California Labor Code Section 1813 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

L. Registration with DIR and Compliance Monitoring.

Under Labor Code section 1725.5, no contractor or subcontractor may be listed in a bid proposal (with limited exceptions stated in Labor Code section 1771.1) or awarded a contract for a public works project unless registered with the Department of Industrial Relations. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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CALIFORNIA LABOR CODE:  
Sections 1771, 1775, 1776, 1777.5, 1813, and 1815

**§ 1771. Payment of general prevailing rate**

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

**§ 1775. Penalties for violations**

- (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.
- (2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:
- (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
  - (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
- (B) (i) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
- (iii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.
- (C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.
- (D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

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- (E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.
- (b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:
- (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - (2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
  - (3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
  - (4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- (c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

**§ 1776. Payroll records; retention; noncompliance; penalties; rules and regulations**

- (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- (1) The information contained in the payroll record is true and correct.
  - (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- (b) The payroll records enumerated under subdivision (a) shall be certified and furnished directly to the Labor Commissioner in accordance with subdivision (a) of Section 1771.4, and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
  - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.



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(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)

(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards

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Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

- (i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.
- (j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

**§ 1777.5. Employment of apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions**

- (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.
- (b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
- (c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
  - (1) The apprenticeship standards and apprentice agreements under which he or she is training.
  - (2) The rules and regulations of the California Apprenticeship Council.
- (d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).
- (e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.
- (f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

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- (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- (h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
- (i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- (j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- (k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
- (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
  - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
  - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
  - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.
- (m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

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- (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
- (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
  - (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
  - (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.
- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
  - (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
  - (p) All decisions of an apprenticeship program under this section are subject to Section 3081.

### **§ 1813. Forfeiture for violations; contract stipulation; report of violations**

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

### **§ 1815. Overtime**

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay.

### EXHIBIT 3

**AGREEMENT BETWEEN COUNTY OF MONO**  
**AND** [Click here to enter text.](#)  
**FOR THE PROVISION OF** [Click here to enter text.](#) **SERVICES**

#### **BOND REQUIREMENTS**

Contractor shall furnish and maintain during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the Public Works Director or his designee after consultation with the County Risk Manager, the following bonds: 1) a labor and materials payment bond in an amount equal to one hundred percent (100%) of the contract price. The bond shall comply with the requirements of California Civil Code Section 9554 and must be issued by an "Admitted Surety Insurer." For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the Mono County Counsel. The Attorney-in-Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the County or fails to furnish reports as to its financial condition as requested by the County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement. Payment and Performance Bonds are released by the County 35 days from the date of filing of the Notice of Completion. A sample bond forms is included on the following page.

**SAMPLE PAYMENT BOND**  
(Sections 9000 et seq., Civil Code)

**WHEREAS**, The County of Mono, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor [Click here to enter text.](#), hereafter designated as the "Principal", a contract for the work described as follows:

[Click here to enter text.](#)

**AND WHEREAS**, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

**NOW, THEREFORE**, we the undersigned Principal and Surety are bound unto the Obligee in the sum of [Click here to enter text.](#) dollars (\$[Click here to enter text.](#)), for which payment, we bind ourselves, jointly and severally.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Dated: \_\_\_\_\_, 20 \_\_\_\_

Correspondence or claims relating to this bond should be sent to the surety at the following address:

\_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_

\_\_\_\_\_  
Surety (SEAL)

\_\_\_\_\_

\_\_\_\_\_  
By : Attorney-in-Fact

\_\_\_\_\_

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

\_\_\_\_\_  
Mono County Counsel



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    October 20, 2015

**Departments: Economic Development**

**TIME REQUIRED**

**SUBJECT**            Appointment of Mono County  
Economic Development, Tourism &  
Film Commissioner

**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)

Geoffrey McQuilkin has applied for the Mono County Economic Development, Tourism & Film Commission which involves a 4-year term, beginning October 20, 2015 through June 30, 2019. This appointment will fill the vacancy on the Commission left by the resignation of Bill Banta, District 3.

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**RECOMMENDED ACTION:**

That the Board appoint Geoffrey McQuilkin to the Mono County Economic Development, Tourism & Film Commission for a 4-year term beginning October 20, 2015 and ending June 30, 2019.

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**FISCAL IMPACT:**

None.

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**CONTACT NAME:** Alicia Vennos

**PHONE/EMAIL:** 760-924-1743 / avennos@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:**

---

**MINUTE ORDER REQUESTED:**

YES     NO

---

**ATTACHMENTS:**

Click to download

[Staff Report](#)

[Commission Application - Geoffrey McQuilkin](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/14/2015 3:31 PM	County Administrative Office	Yes
10/14/2015 5:46 PM	County Counsel	Yes
10/8/2015 12:21 PM	Finance	Yes





## **STAFF REPORT**

### **Mono County Board of Supervisors Regular Meeting – October 20, 2015**

**SUBJECT:** Appointment of Geoffrey McQuilkin to the Mono County Economic Development, Tourism & Film Commission (MCEDTFC)

**RECOMMENDATION:** That the Board consider appointing Mr. McQuilkin to the Mono County Economic Development, Tourism & Film Commission for a 4-year term beginning October 20, 2015 – June 30, 2019 to fill the vacancy left by the resignation of Bill Banta, District 3.

**BACKGROUND:** Mr. McQuilkin has been a resident of Mono County for 23 years. He is currently the Executive Director of the Mono Lake Committee, overseeing programs which engage over 100,000 visitors each year. Mr. McQuilkin has extensive experience in tourism marketing, media and public relations, public outreach, and resource-friendly economic development strategic planning. He also has worked extensively with other local state and federal agencies and non-profits, including the Bodie Foundation, Lee Vining Chamber of Commerce, US Forest Services and California State Parks. The Commission looks forward to the contributions that Mr. McQuilkin will bring to o advisory group.

**FISCAL IMPACT:** None

# MONO COUNTY APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

<b>DATE</b>	September 28, 2015
<b>NAME</b>	Geoffrey McQuilkin
<b>POSITION APPLIED FOR:</b>	
Economic Development, Tourism & Film Commission	

<b>RESIDENCE ADDRESS</b>	PO Box 451 Lee Vining, CA 93541
<b>PHONE</b>	760-647-6203
<b>BUSINESS ADDRESS</b>	PO Box 29 Lee Vining, CA 93541
<b>PHONE</b>	760-647-6595
<b>OCCUPATION</b>	Executive Director, Mono Lake Committee

How did you learn of the opening?  I heard of a vacancy from Commission staff after former Commissioner and Lee Vining resident Bill Banta recently retired from the Commission

Please state briefly any experience of which you feel will be helpful when you serve in this appointment:  My work at the Mono Lake Committee has involved me closely in successful communications and education strategies that share Mono Lake and Mono County with the public at large. People love our area—once they know about it!

Other information may be submitted by resume if desired.

Summary of background and skills:  23 years of experience in Mono County as a resident working for the Mono Lake Committee. Experience with written, verbal, and on-camera media and communications. Responsible for oversight of the Mono Lake Committee's programs which engage over 100,000 visitors annually.

Professional experience: My work as Executive Director of the Mono Lake Committee involves media relations, public education, resource friendly economic development, and engagement with a variety of Mono County issues. Many of the projects I have worked on at Mono Lake and for Lee Vining have the same economic development and visitor engagement goals as the Commission. I also have experience working with the US Forest Service and other local, state, and federal agencies

Education: Bachelor's degree, Harvard College; over two decades exploring Mono County and engaging with the visiting public

Professional and/or community organizations: Mono Lake Committee. Lee Vining Chamber of Commerce. President, Lee Vining High School Parent Teacher Student Organization. Past Board member, Bodie Foundation.

Personal interests and hobbies: Hiking, photography, science. Active local AYSO soccer coach.

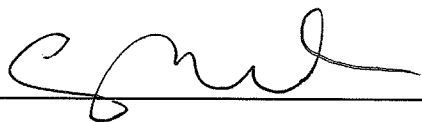
Have you ever been convicted of a felony, which would disqualify you from appointment? **NO** If you are appointed and cannot be bonded as required, your appointment will be revoked.

If you desire a personal interview or wish to address the Board, you may contact the Board of Supervisor's Office directly at (760) 932-5533.

Please return application to:

Clerk of the Board  
County of Mono  
P. O. Box 715  
Bridgeport, CA 93517

Signature



Date

September 28, 2015



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**     October 20, 2015

**Departments:** Board of Supervisors, CAO, County Counsel

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**             Response to Grand Jury Report

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### AGENDA DESCRIPTION:

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

Response by Board of Supervisors to 2014-15 grand jury final report. (This matter was discussed at the last Board meeting and the Board directed staff to make various revisions to a draft response, which have been incorporated into this "final" version of the response.)

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### RECOMMENDED ACTION:

Approve and authorize Board Chair to sign proposed letter to presiding judge regarding the Board of Supervisors' response to the 2014-15 grand jury final report.

---

### FISCAL IMPACT:

None.

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### 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:

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### MINUTE ORDER REQUESTED:

YES    NO

---

### ATTACHMENTS:

Click to download

[gj\\_staff\\_report](#)

[laws\\_re\\_gj\\_response](#)

[grand\\_jury\\_report](#)

[Assessor's response](#)

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[Sheriff's response](#)

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[sheriff's response #2](#)

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[Town's response](#)

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[Proposed letter](#)

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[Attachment A](#)

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### History

Time	Who	Approval
10/15/2015 2:45 PM	County Administrative Office	Yes
10/15/2015 10:26 AM	County Counsel	Yes
10/15/2015 10:28 AM	Finance	Yes

**County Counsel**  
Marshall Rudolph

**Assistant County Counsel**  
Stacey Simon

**Deputy County Counsels**  
John-Carl Vallejo  
Christian Milovich

**OFFICE OF THE  
COUNTY COUNSEL**

*Mono County*  
South County Offices  
P.O. BOX 2415

MAMMOTH LAKES, CALIFORNIA 93546

**Telephone**  
760-924-1700  
**Facsimile**  
760-924-1701

**Legal Assistant**  
Jennifer Senior

TO: Board of Supervisors

FROM: Marshall Rudolph

DATE: October 20, 2015

RE: Response to 2014-15 grand jury report

**Recommendation:**

Approve and authorize the Board Chair to sign letter from the Board responding to the 2014-15 grand jury final report.

**Fiscal/Mandates Impact:**

None.

**Discussion:**

At its last meeting, the Board of Supervisors considered a draft letter with the Board's responses to the 2014-15 grand jury final report. The Board directed staff to make various revisions to that draft, including the following:

- Fix identified typos
- Adjust formatting so that text does not overlap with County seal
- Echo the sentiment expressed in the Town's response to the grand jury report regarding looking at ways to enhance services and coordinate
- Mention that the County is currently implementing the Innoprise software program for Animal Control record-keeping
- Note the Board's limited legal authority over the operations of departments headed by elected officials such as the Assessor and Sheriff
- Note that the County played no role in designing the Mammoth Courthouse's prisoner holding facility

- Agree with finding regarding relief cook position for jail, but respond that implementation of the report's recommendation to create the position requires further analysis

The revised draft includes all such revisions and is thus submitted as a "final" version, but the Board can of course revise the response further if it wishes.

If you have any questions regarding this item, please call me at 924-1707.

Encl.

**STATE LAW REGARDING RESPONSE TO GRAND JURY REPORT  
(PENAL CODE SECTIONS 933 and 933.05)**

**933.** (a) Each grand jury shall submit to the presiding judge of the superior court a final report of its findings and recommendations that pertain to county government matters during the fiscal or calendar year. Final reports on any appropriate subject may be submitted to the presiding judge of the superior court at any time during the term of service of a grand jury. A final report may be submitted for comment to responsible officers, agencies, or departments, including the county board of supervisors, when applicable, upon finding of the presiding judge that the report is in compliance with this title. For 45 days after the end of the term, the foreperson and his or her designees shall, upon reasonable notice, be available to clarify the recommendations of the report.

(b) One copy of each final report, together with the responses thereto, found to be in compliance with this title shall be placed on file with the clerk of the court and remain on file in the office of the clerk. The clerk shall immediately forward a true copy of the report and the responses to the State Archivist who shall retain that report and all responses in perpetuity.

(c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.

(d) As used in this section "agency" includes a department.

**933.05.** (a) For purposes of subdivision (b) of Section **933**, as to each grand jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) For purposes of subdivision (b) of Section **933**, as to each



grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decisionmaking authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

(d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.

(e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.

(f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report

# MONO COUNTY GRAND JURY

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Final Report  
2014-2015

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## LOGO

Laura Patterson Design

## COVER

Haven Kiers

## LAYOUT

Alyse Caton

## PRODUCTION

Don Sage & Alyse Caton

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF MONO

IN RE:

2014-2015 Grand Jury

GENERAL ORDER

I certify that the 2014-2015 Mono County Grand Jury Final Report complies with Title Four of the California Penal Code and direct the County Clerk to accept and file the final report as a public document.

Dated this 21 day of July ~~2014~~ <sup>2015</sup>

  
STAN BEER  
Presiding Judge of the Superior Court



## GRAND JURY OF MONO COUNTY

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P.O. Box 3994

Mammoth Lakes, CA 93546

June 26, 2015

The Honorable Judge Stan Eller  
Mono County Superior Court  
P.O. Box 1037  
Mammoth Lakes, CA 93546

Please find attached the final 2014/2015 Mono County Grand Jury Report.

The jury conducted several investigations that were substantially more convoluted and involved than they initially appeared. If not for the dedication and professionalism of my counterparts, these investigations would not have been completed in a timely and thorough manner. A tremendous amount of time and energy went into these investigations and I want to thank all members of the jury for their dedication to this important community service.

I especially want to thank Karen Johnston who not only served as vice foreperson and secretary of the jury but also provided invaluable insight and knowledge into the functioning of local government.

I would also like to acknowledge the support of Hector Gonzalez, Executive officer of the court, Marshall Rudolph, County Council, Tim Kendall, District Attorney and Alyse Caton, Executive Assistant. Without their assistance and prompt availability whenever we called, our job would have been much more difficult if not impossible.

All investigations, whether received from the public, initiated by the jury or mandated by state law were conducted in a thorough and conscientious manner and the conclusions and recommendations were well thought out. I believe that the government agencies involved in those investigations should take advantage of the recommendations made by the jury.

Finally, I would encourage the court to continue the recently- started outreach program to recruit grand jurors and suggest that the recruiting efforts start in February or March of each year.

It has been my privilege and honor to serve on this jury. Thank

you,

Jonathan D. Boyer

Foreman, Mono County Grand Jury 2014/15

## THE GRAND JURY SYSTEM

Shrouded in secrecy, the functions of a Grand Jury are not widely known. The following summary describes what a Grand Jury is and does:

The Grand Jury system dates back to 12<sup>th</sup> century England during the reign of Henry II. Twelve “good and lawful men” were assembled in each village to investigate anyone suspected of crimes. The jurors passed judgment based on what they themselves know about a defendant and the circumstances of the case. It was believed that neighbors and associates were the most competent to render a fair verdict. By the end of the 17<sup>th</sup> century, the principle that jurors must reach a verdict solely on the basis of evidence was established, and that practice continues today. Although California Supreme Court decisions have curtailed the historical criminal indictment function, the Grand Jury still serves as an inquisitorial and investigative body functioning as a “watchdog” over regional government.

The Mono County Grand Jury, as a civil Grand Jury, is not charged with the responsibility for criminal indictments except in the case of elected or appointed county officials. Its primary function is the examination of county and city government, including special legislative districts such as community service districts and fire protection districts. The Grand Jury seeks to ensure that government is not only honest, efficient and effective, but also conducted in the best interest of the citizenry. It reviews and evaluates procedures, methods and systems used by governmental agencies to determine compliance with their own objectives and to ensure that government lives up to its responsibilities, qualifications and the selection process of a Grand Jury are set forth in California Penal Code Section 888 et seq.

The Grand Jury responds to citizen complaints and investigates alleged deficiencies or improprieties in government. In addition, it investigates the county’s finances, facilities and programs. The Grand Jury cannot investigate disputes between private citizens or matters under litigation. Jurors are sworn to secrecy, and all citizen complaints are treated in strict confidence.

The Mono County Grand Jury is a volunteer group of 11 citizens from all walks of life throughout the county. Grand jurors serve a year-long term beginning July 1, and the term limit is two consecutive years. Lawfully, the Grand Jury can act only as an entity. No individual grand juror, acting alone, has any power or authority. Meetings of the Grand Jury are not open to the public. By law, all matters discussed by the Grand Jury and votes taken are kept confidential until the end of term.

One of the major accomplishments of a Grand Jury is assembling and publishing its Final Report. This document is the product of concentrated group effort and contains recommendations for improving various aspects of governmental operations. When it is completed, the Final Report is submitted to the presiding judge of the Superior Court. After release by the court, it is directed first to county department heads for review, then to the communications media. The Final Report is a matter of public record, kept on file at the court clerk’s office. It is also available on line at: [www.monocourt.org](http://www.monocourt.org).

## **GRAND JURY ADVISORS**

**Stan Eller**

Judge, Superior Court, Mono County

**Hector Gonzalez Jr.**

Executive Officer, Superior Court, Mono County

**Tim Kendall**

District Attorney, Mono County

**Marshall Rudolph**

County Counsel, Mono County

**Alyse Caton**

Executive Assistant, Superior Court, Mono County

## GRAND JURORS

### 2014-15 Grand Jurors

Jonathan Boyer, Foreperson  
Mammoth Lakes

Karen Johnston, Assistant Foreperson  
Mammoth Lakes

Sharon Clark  
Mammoth Lakes

Karen Smart  
Benton

Don Zeleny  
Mammoth Lakes

Kenneth Murray  
Mammoth Lakes

Robert Deforrest  
Lee Vinning

Deb Pierrel  
Mammoth Lakes

Cleland Hoff  
Mammoth Lakes

Pam Bartley  
Mammoth Lakes

Richard Hihn  
Mammoth Lakes



**Mono County Grand Jury 2014-15  
Case #01**

**SUMMARY**

The Grand Jury received via US Mail a one-page handwritten document that included nine photos printed on it, with a notation they had been taken in October 2012. The envelope did not have a return address, and the paper contained no identifying information about the sender.

The writer alleged that a named person in the Chalfant Valley area was dumping sewage, presumably illegally, at a vaguely specified location. The writer also referenced a Mono County Sheriff's case number, and alleged the Sheriff's Department and Mono County Code Enforcement had "covered up" the "sewage dump site." The writer also alleged that the person dumping the sewage was engaged in "extortion, blackmail and tax-evasion" but offered no details.

**METHODOLOGY**

The Grand Jury obtained a copy of the referenced report and reviewed it. A deputy documented his response to an address in January 2013 for a complaint of a tenant dispute, and that he spoke to the landlord and the two tenants. There were issues about rent and power and water, to which the deputy offered suggestions for mediation and renegotiation. The report also noted one tenant had accused the other tenant (living in separate residences on the property) of illegal dumping of sewage, although the accuser had never seen it happen. The deputy inspected the area in question and did not see or smell any evidence of spilled sewage.

**FINDINGS/RECOMMENDATIONS**

The Grand Jury concluded that the issue had been appropriately investigated and resolved by the Sheriff's Department. The vague allegations contained in the complaint and the lack of attribution did not give the Grand Jury any sense that the complaint needed to be pursued further, and the Jury voted to close the investigation.

**RESPONSES**

None required.

*Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.*

The original complaint document and a copy of the MCSO report were sealed for the Grand Jury archive.

**Mono County Grand Jury 2014-15  
Case #02**

**SUMMARY**

The Grand Jury received a memo and several pages of attachments, dated June 22, 2014, from the 2013-14 Grand Jury. The prior Jury recommended consideration of an examination of a complaint about an individual who had been dismissed by Mono County for allegations of misuse of funds. The funds were paid back and no charges were filed against the named individual. The former Jury was concerned that the individual in question might also be defrauding a special district within the county, but had no specific details. A handwritten, anonymous note had been received via US Mail to the Grand Jury Post Office Box insinuating that if the person in question had defrauded the county, he/she had perhaps done the same during involvement with the special district.

**METHODOLOGY**

The current Jury formed an investigation committee. That committee determined, after speaking with people with knowledge of the special district and of the specific individual, that the district's Board of Commissioners had taken steps to look into the same anonymous complaint, and that the vague allegation had become public knowledge within the district boundaries, prompting a higher level of resident scrutiny of the district. It did not appear that the Jury could add anything of value or cause to happen anything other than what was already going on in the community.

**FINDINGS/RECOMMENDATIONS**

There remained the possibility of doing a general investigation of the special district under the Grand Jury's legal scope to do so; however, it was decided to focus Grand Jury time and attention elsewhere. The Jury voted to close this investigation.

*Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.*

The memo and supporting documentation from the 2013-14 Jury and the anonymous complaint were sealed and filed in the Grand Jury archive.

**Mono County Grand Jury 2014-15**  
**Case #03**

**SUMMARY**

California Penal Code Section 925 charges a grand jury with investigating and reporting on the operations, accounts and records of the officers, departments and functions of the county. After realizing that no prior grand jury had performed such a review, the 2014-2015 Grand Jury selected Animal Control (AC) in Mono County as a function to be reviewed. Because half of the population in Mono County resides in the Town of Mammoth Lakes (TOML), Animal Control within the TOML was included in accordance with CA Penal Code Section 925a. Since the review was not a response to a complaint, the focus was on improving department function and making service more efficient.

**BACKGROUND**

An understanding of Animal Control in Mono County requires that one review the history of the Town of Mammoth Lakes (TOML) and the County/Town relationship during and after the incorporation of the Town. In addition, it is helpful to understand the budget for AC in both the County and the TOML and the statutory requirement for AC.

AC in Mono County has gone through three distinct periods: 1) prior to September 1986; 2) September 1986 until 2009; 3) 2009 until the present.

Prior to incorporation of the Town of Mammoth Lakes, all AC was performed by two County employed Animal Control Officers (ACOs). One ACO worked from June Lake north and east to the Nevada state line and the other serviced the south end of the county including Mammoth Lakes, Crowley, Sunny Slopes, Swall Meadows, Chalfant, Hammil and Benton. If either was unavailable, the other officer responded to calls throughout the County. Both officers were trained and allowed to carry firearms and they were re-qualified each year to do so. During a study session of June 5, 1985 with the Mammoth Town Council, the County Animal Control Director stated that the annual cost of the two officers and a part-time shelter attendant was approximately \$90,000. In addition, he stated that based on data from the 1981-1984 period, 452 dogs and 81 cats were picked up annually in the TOML which represented 63% of the dogs and 32% of the cats the County handled. He also estimated that there was a 70% license compliance in Town and that court fees, shelter fees, and license fees generated revenue of \$18,845.

Although the Town was officially incorporated on August 20, 1984, the transition of services from the County to the Town took several years. After considering other options, the Town Council approved a contract with the County for ACO services on September 18, 1985 and approved a contract for temporary shelter services at the old County-owned Whitmore fire station on 27 June, 1985. A decision was made to make the ACO a Town position in August 1986. At that time, one County ACO position was defunded and the south County ACO was hired to fill the Town position. Initially, the Town operated another animal control facility which could board animals and the staff developed plans to construct a new facility. On March 7, 1990, the Council directed staff to discontinue operations at the animal control facility due to liability problems, to discontinue planning for a new facility and to instead investigate upgrading the inadequate water and sewer systems at the Whitmore facility with costs to be shared with the County. The facility was subsequently upgraded and the Town agreed to pick up the cost of the Whitmore shelter attendant. On May 2,

2000, the Council approved Resolution 00-24 which created the Joint Powers Agreement for the management of the Whitmore Animal Shelter.

The final chapter of the TOML AC story began in 2009 when the Town staff was reduced to satisfy serious budget deficiencies. The Town ACO retired when it became clear that the position was going to be defunded. Other costs were reduced by defunding all services related to the Whitmore shelter. Currently, the AC service in the TOML is performed on an as-needed basis by uniformed police officers who can still deliver animals to the Whitmore shelter even though the Town does not pay for it. On February 17, 2010 the Council approved changes to Town Code Section 6.08 Animal Control And Wildlife Management Officer. This Code section provides for services within the Town boundary. The change added the wildlife control service as performed by a contractor who only deals with bear issues. The contractor is deputized with the same authority as an ACO, is provided a badge and uniform, and is authorized to carry a firearm.

The fiscal year 2013-2014 budgets for both Mono County and the TOML are available on-line. The adopted County 2013-2014 AC budget is for revenues of \$29,500 and Expenditures/Appropriations of \$516,344. The 2013-2014 TOML budget does not provide a breakout of revenues for AC but it does include \$60,864 for Animal Control Services.

There are extensive statutory requirements for AC. Of the sixteen California Codes, nine contain verbiage pertaining to AC. The governing statutes most pertinent to AC in the County are:

- a) Food and Agricultural Code Division 14 Section 30501 and following. This section states that the board of supervisors of any county or the governing body of any city may adopt code sections which cover regulation and licensing of dogs. It states that a county is not required to enforce the provisions within the territorial limits of any city located in the county.
- b) Health and Safety Code Division 105 Part 6, Section 121210 and following. These sections define the requirement for the County Health Department for control of rabies.
- c) Penal Code Section 597. The section governs Crimes Against Animals.
- d) TOML Code Title 6. This Code provides TOML statutes pertaining to animals.

## **METHODOLOGY**

The 2014-2015 Grand Jury interviewed current Mono County Animal Control staff and current and former MLPD employees who supervise (d) Animal Control in Mammoth. The Bridgeport and Whitmore shelters were toured. In addition, the Mono County website and the TOML Granicus archive of Town Council minutes and resolutions were searched for relevant data.

## **FINDINGS**

1. County Service Level. AC staffing level in the County is about the same as existed in 1984 when the County was also responsible for the TOML. That level is appropriate for the jurisdiction outside of TOML. The County Health Officer provides all required rabies control services. The County budget supports an appropriate level of AC.
2. TOML Service Level. Today, Mammoth Lakes has about twice the population it had when incorporated in 1984. From 1984 until 2009 AC service was provided by an ACO with access to a funded shelter. Today, AC service is provided as “other duties” by uniformed police officers from an understaffed TOML Police Department. Complaints are responded to when required. The TOML budget is inadequate for providing the service level required to enforce Title 6 requirements for licensing, vaccinations, interference with street use, barking and nuisance abatement.
3. Record Keeping. Records for complaints, licenses, and vaccinations are maintained as hand written records at both the County and TOML levels. Today, it is difficult to obtain data similar to that cited by County Animal Control Director in 1985.

## **RECOMMENDATIONS**

1. County/TOML Service Level. Although the County is not required to provide AC services within the TOML, the Code does not preclude it. The TOML should consider providing an adequate budget for contracting with the County for AC services.
2. AC Record Keeping. The County and TOML should implement common AC software for record keeping.

## **REQUEST FOR RESPONSES**

Pursuant to Penal Code Section 933.05, the Grand Jury requests responses as follows:

From the following individuals:

Mono County Board of Supervisors, Findings #1 and #3 and Recommendations #1 and #2

Mammoth Lakes Town Council, Findings #2 and #3 and Recommendations #1 and #2.

*Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.*

**Mono County Grand Jury 2014-15**  
**Case #04**

**SUMMARY**

The Town of Mammoth Lakes (TOML) relies heavily on Transient Occupancy Tax (TOT) to fund the Town's operation through the General Fund. Between 60 and 70 percent of yearly operating expenses historically are covered by TOT. In 2013, the TOML instituted Tourism Business Improvement District (TBID) fees. While TBID is a fee and not a tax, TBID collection was folded into the system commonly referred to as "tax collection." The TOML Finance Department is responsible for collecting TOT and TBID, but budget cuts and staff reorganizations in recent years have changed the structure and management of the department, perhaps not for the better.

The 2014-15 Grand Jury wanted to determine whether the TOML Finance Department is collecting taxes with effective supervision and oversight using proper processes as outlined in the Town Municipal Code. Our decision to conduct this investigation was prompted by a written complaint submitted to the Grand Jury by a citizen.

During our investigation, we found a poor working environment in the Finance Department. Within the department there is inadequate communication, poor teamwork and little trust. We found procedural shortfalls, particularly in the areas where the Municipal Code allows for a great deal of flexibility. We found a lack of management accountability and also a lack of operator (business taxpayer) accountability. We found that there is an almost complete lack of training for both employees and businesses. All of these things combine to affect service to the public, and raises the possibilities that the Town is giving preferential treatment to some operators, losing tax revenue to which it is legally entitled, and that operators are, in some instances, overpaying.

The Grand Jury recommends the Town Council, as the setter of policy, instructs the Town Manager to take steps to improve transparency, efficiency, accountability and morale in the department, as well as institute training for both employees and tax remitters.

**GLOSSARY**

**Transient Occupancy Tax is 13%** of the gross rent charged by lodging operators. Rent is defined by the Mammoth Lakes Municipal code as any non-refundable costs paid by a customer to secure a unit for rent, such as the actual room cost and any additional charges, such as resort fees, pet fees, cleaning fees, etc. It does not include Federal, State or local taxes or the cost of food or beverage.

It is due the 20th of each month, with the payment being for the prior complete month. Example: TOT paid on January 20 is for the amount collected by the lodging operator from December 1 through December 31. If the payment is 1-30 days late, a 15% penalty, or \$10 is added, whichever is greater. If the payment then becomes 31 or more days late, an ADDITIONAL 15%, or \$10 is added, whichever is greater. Delinquent payments are ALSO subject to an interest payment, which is calculated at 1.5% of the original tax payment, times the month(s) delinquent. A partial month of delinquency is charged as a full month on the interest payment.

The dollar amount reported by an operator is accompanied by a declaration from the reporter, signed under penalty of perjury, that the amount is "a true, correct and complete statement of the rents received." Thus, TOT is reported on the "honor system," a standard in California municipal and county government.

**Tourism Business Improvement District** fees are 1% of the same gross rent standards. TBID also carries the same delinquency penalties and interest as are charged for late TOT.

**Town of Mammoth Lakes Finance Department, Tax Collection section:** The Town Manager has ultimate oversight of Finance. The Town Manager works for the Town Council. The Finance Director reports to the Town Manager and acts as the Tax Collector per the Municipal Code. The Accounts Manager supervises all work pertaining to the collection of all taxes and fees imposed by the Town per the authority of the Municipal Code and any applicable State and Federal codes. He/she reports to the Finance Director. Three Revenue Specialists report to the Accounts Manager. Each Revenue Specialist has a case load of approximately one-third of the approximately 800 businesses that remit any taxes or fees to the Town.

An **Operator** is any business in town that pays Transient Occupancy Tax. These include hotels, motels, condominium complexes, rental agencies, and/or individuals who own residences eligible for transient occupancy rent. Each operator is issued a Business Tax Certificate Number by the Town Finance Department.

## **BACKGROUND**

The Grand Jury received a complaint from a citizen with knowledge of the TOML tax collection procedures. The complainant also has long-standing knowledge of general accounting practices and of public service and customer relations.

The complaint alleged in part that the municipal codes governing tax collection were not followed in a particular case. The complainant alleged that the Town Manager and Finance Director had conspired with an operator to reduce the required tax burden. In addition, the complainant alleged that there had been secret meetings between the operator and the Town Manager that resulted in a gift of public funds. Furthermore, it was alleged that certain members of the Finance Department staff had been coerced, threatened and retaliated against after they challenged the Town Manager and Finance Director about the alleged misconduct. There were additional allegations of personnel issues, which the Grand Jury determined were not within its scope to investigate, but they did lead to general and relevant observations about departmental staffing, policies, procedures and accountability.

## **METHODOLOGY**

### **Documents**

The Grand Jury reviewed the following documents from the Town of Mammoth Lakes Finance Department:

*Tax appeal: 382 Hillside Drive, February 20, 2013*

*Tax appeal: Austria Hof/Slopeside Rentals, March 6, 2013*

*Tax appeal: 275 John Muir Road, May 15, 2013; June 19, 2013; July 24, 2013*

*Tax appeal: 344 Starwood, October 16, 2013*

*Town of Mammoth Lakes Code, Chapter 3.12 Transient Occupancy Tax*

*TOML Transient Occupancy Tax Audit Procedures, last update 8/2012*

*Revenue Collection TOT and TBID Policies and Procedures, Town of Mammoth Lakes Finance Department, August 2014*

*Resolution 2013-61, Mammoth Lakes Town Council, Establishing the Mammoth Lakes Tourism Business District, July 24, 2013; including Agenda Bill*

*Town of Mammoth Lakes Tourism Business Improvement District Staff Direction for Facilitating TBID; Appeal Process and Procedures, undated*

*Town Council of Mammoth Lakes: agendas listing TOT matters; May 4, 2011; June 1, 2011; June 15, 2011; November 2, 2011; January 4, 2012; April 18, 2012; October 18, 2012; January 25, 2013; February 20, 2013; March 6, 2013; May 15, 2013; June 5, 2013; June 19, 2013; July 3, 2013; July 24, 2013; October 16, 2013; April 2, 2014*

*TOT remittances, specific TOT case investigated, January 2012 through July 2014*

*Grand Jury records request for any and all documents pertaining to: policy and procedure governing TOT and TBID collections; the particular 2014 TOT case investigated; and to any TOT appeals filed in 2013-14.*

*Town of Mammoth Lakes email system documents, 106 total. Because all of the emails pertained to the tax case in question, they are not appended here because they contain confidential information under the Town Municipal Code. Many of the emails were replies and/or forwards, so the records request produced numerous duplications of documents when entire email chains were reproduced to be provided; all copies were sealed to be filed with the Grand Jury's documentation for the 2014-15 term.*

## **Interviews**

During the investigation, the Grand Jury interviewed eight people, including the complainant, current and former employees of the Finance Department and the Town Manager's office, and members of the Town Council.

## **DISCUSSION**

### **The Specific Tax Case**



Because the Municipal Code makes TOT and TBID returns confidential (section 3.12.150) only generalities can be provided in this report. The Grand Jury, however, was entitled to, and did examine, the specific paperwork for this case.

In September 2014, some members of the Finance Department became aware of a possible TOT and TBID error or deliberate omission being made by a lodging operator. An outside complaint was made to the Finance Department stating that a certain lodging business in town wasn't paying appropriate taxes, allegedly because a taxable fee charged to customers was not being reported as taxable revenue. The TOML does accept "tips" on TOT and TBID irregularities from anyone, including those who wish to be anonymous.

All tax paying businesses are assigned to specific Revenue Specialists within the Finance Department and the Specialist assigned to the accused lodging operator investigated the complaint. At issue was the amount of taxable revenue being reported and the length of time the alleged underreporting had been going on. The Revenue Specialist created a mock-up of potential taxes owed, going back over a three-year period, using common sense assumptions and historical data from the establishment. Creating such a mock-up of delinquent taxes owed is a standard process known as an assessment and provides a starting point for a conversation with the operator with the object of getting the actual and verifiable numbers from the operator. Since back taxes owed are also subject to penalties and interest, the total estimate in this case was a large sum of money.

The Revenue Specialist was not successful in getting the operator to answer emails or phone calls, or address the certified letter, to determine if indeed there was a discrepancy. Instead, in December 2014, three months after the Revenue Specialist had started trying to contact the operator, the operator had an impromptu discussion with the Town Manager. The Town Manager told the operator to work with the Finance Director to determine taxes owed. Even though the town code allows for an operator to go to the Town Manager or the Finance Director to discuss taxes, some staff members in the department felt that this constituted a back-room deal. This was reinforced in two ways: firstly, that the Finance Director openly discussed the benefits of waiving penalties and interest in this case with the staff and implied the Town Manager agreed, and secondly, that the operator met with the Finance Director in a private meeting to discuss taxes and penalties owed, a meeting that did not meet the standards of a "hearing" that is described in the Town Code. There was mixed opinion among staff as to whether this was inappropriate. In this private meeting the operator brought in information about back taxes owed, including when the underreporting had started. This information was not provided as a formal, validated, remittance document with supporting documentation that is expected at a tax discussion, and the back taxes admitted to by the operator were vastly lower than the estimate calculated by the Revenue Specialist. After this meeting, the Finance Director told the Revenue Specialist to complete the tax assessment using the new, unsupported numbers supplied by the operator.

At this point, the Revenue Specialist refused to do any further work on the case, notifying the Finance Director that he/she could not ethically do so, at least according to his/her interpretation of the town code. At this time the Revenue Specialist also proposed an audit of the business, but the Town Manager did not agree that an audit was appropriate. The Finance Director then assigned another employee in the department to complete the tax assessment with the operator's new numbers. Since accepting an operator's numbers as accurate is normally a standard procedure (the honor system), this employee accepted the assignment and created a tax assessment with the new, though unsupported, numbers. In late December 2014, this employee made the new

assessment without speaking with the original Revenue Specialist about the potential issues. This employee told the operator that a tax assessment would be made with the unofficial numbers. The employee also instructed the operator to submit signed amended returns for the contested time period as soon as possible. Those amended returns did not come in, despite repeated communications with the operator, until mid-April 2015, almost four months after being requested. As of April 2015, the Finance Department officially closed this case; the operator admitted to some underreporting of revenue and taxes, and interest and penalties have been paid. However, there remains a sense of impropriety as the operator claimed the error only went back five months when the original Revenue Specialist assigned to the case suspected that underreporting had gone on for closer to two years. This possibility has not been looked into and without an investigation/audit is unlikely to be cleared up one way or another. The perception that the entire process was a political favor handled behind closed doors was a strong view held by some employees in the course of the investigation.

## **GENERAL FINDINGS**

After conducting this investigation, which included a review of the relevant sections of the municipal code, the Grand Jury found no hard evidence of any crime, but did find poor judgment and a lack of transparency, communication and documentation within the Finance Department, all of which contributed to the perception of wrongdoing. Municipal Code section 3.12.130 says any operator failing to report and remit TOT by the monthly deadline allows the tax collector (which includes delegation of the work to a Town Revenue Specialist) to "proceed in such manner as he may deem best to obtain facts and information on which to base his estimate of the tax due [the tax assessment]." The "facts and information," includes, but is not limited to, historical tax data from the property in question and/or data from comparable properties. This assessment is then relayed to the operator, who can either pay it or submit a written request for a hearing to dispute the dollar amount. At that hearing, the operator is expected, per code, to "offer evidence why such specified tax, interest, penalties and enforcement charges should not be so fixed."

The complainant believes this language to mean that the operator must provide actual business paperwork (ledgers, bank statements etc.) to support a presumably lower tax number than the one calculated by the Town. The complainant also believes that such a discussion needs to be at a formal hearing. In documents requested by the Grand Jury and provided by the Town, there were examples of other cases where bank statements and similar documents were attached to the file, showing that other lodging operators had provided that type of information during the resolution of their cases. The complainant alleged lack of such paperwork in this case and lack of a formal hearing, ultimately characterizing the process as being very informal with little or no documentation and alleging it did not involve the correct people.

The Grand Jury found that interpretations of the Municipal Code varied among the staff with different levels of comfort about who should be doing what. The phrases that created the most confusion were, "as he [the Tax Collector] may deem best to obtain facts and information," and an operator's duty to "offer evidence." It became clear that there is no accepted practice within the department because there is little to no training or set procedures given to the staff. The Town does have a "Revenue Collection TOT and TBID Policies and Procedures" document, dated August 2014, but it lacks details such as employee job descriptions, supervisory duties/descriptions, current staffing flow chart, glossary of terms, and set procedures for what should be done in exceptional situations,

such as when a staff member has reason to suspect the accuracy of numbers given under the "honor system".

Based upon the conversations of those people interviewed, the Grand Jury concluded that it did not appear that there were any secret meetings involving the operator in question nor had there been a conspiracy to illegally reduce taxes or penalties and interest owed. The interpretation by some members of staff that all person-to-person conversations must be in a hearing setting was not upheld by the wording in the Municipal Code. However, the Grand Jury concluded that there were sufficient questions raised to warrant an audit on this particular business. Audits going back three years are allowed for in the Municipal Code. Additionally, the Grand Jury feels the Town could insure an unbiased report by using an outside auditor with municipal government tax experience. The Grand Jury recognizes that this is a complex decision, as audits may or may not uncover money owed and even when they do, the recovered money may or may not cover the cost of the procedure. Nonetheless, the Grand Jury feels that the difficulties created by this case warrant the additional investigation that an audit would provide. Finally, the Grand Jury did not find any evidence of coercion of, or implied/overt threats to, employees to prepare unethical work. It was apparent that many conversations between all levels of employees were construed in ways to match the person's preconceived notions and that misinterpretation or jumping to conclusions was a major cause of many of the misunderstandings between staff members. Without a sense of teamwork that allows for respectful discussions and questioning of actions, everyone is left to their own assumptions and biases about why certain events are occurring.

This case also allowed the Grand Jury to look at the general workings of the department, which led to the points described below.

### **Procedural Issues: Audits and the "Honor System"**

When a business operating in the Town of Mammoth Lakes is required to pay TOT and/or TBID, a representative of that business, otherwise known as the remitter, fills out and files a remittance document entitled, "Monthly Return for Transient Occupancy Taxes (TOT) and TBID." A copy of the remittance document is attached in the report appendix.

The remitter signs the remittance under penalty of perjury, certifying that the dollar amounts listed are "true and correct." If a remitter "intentionally provides and delivers false information" on a remittance, the crime of perjury has been committed. It is a felony and can be punishable with prison time, but is generally adjudicated with a fine (up to \$10,000), probation, and little or no local jail time. The Grand Jury found in this investigation that TOT/TBID remittance forms are taken at face value and the matching checks for tax remittance are deposited and receipted largely without question. Revenue Specialists sometimes have the time to spot check remittance forms, but the process generally runs on the honor system. This appears to be an accepted practice among small towns. The towns, however, have the legal power to audit businesses at any time. Legally, the limit in California for records retention, and, therefore an audit cycle, is six years. The TOML, under Municipal Code section 3.12.150, has chosen to require a three year records retention period. This means that the TOML should audit all tax remitters once every three years, or risk losing access to relevant data. Since the TOML has around 600 TOT remitters that would mean around 200 audits per year would have to be conducted to truly know whether tax remittances were correct. According to the TOML's own document titled "TOML Transient Occupancy Tax Audit Procedures" (last revision, August 2012), each audit reasonably takes three to five days, and requires an audit team

of at least two people, plus data entry time. To complete 200 audits per year, at least six people would have to be doing nothing but audits. The Grand Jury understands that the staffing required for 200 audits per year is not feasible for the TOML. However, doing no audits at all, as is current practice, is an equally bad scenario. The Town Manager should find a way to allocate staffing to complete some number of audits per year, to include a mix of large and small remitters and accounts that "red flag" themselves in some way. Doing a small number of spot audits per year is still a meaningful check and balance. Accepted government practice indicates that no entity audits every business in every records cycle, as audits should be a surprise, not something that comes up on a predictable basis. The Grand Jury was surprised to find that audits have not been conducted on any business in recent memory (possibly since 2009) especially given that the TOML recognizes the value of such procedures. According to the Audit Procedure manual, audits do the following:

1. To determine whether the operator is in compliance with the Town's Transient Occupancy Tax Ordinance section 3.12.
2. To determine whether revenues reported in the tax returns agree with the general ledger and are supported with source documents.
3. To perform the audit in accordance with generally accepted auditing standards and generally recognized sampling techniques in order to yield a fair and impartial result in accordance with the normal conditions of the business.
4. To educate operators regarding Transient Occupancy Tax reporting, collection and enforcement efforts.

While it appears the vast majority of tax remitters do so honestly and correctly, it is not prudent for the Town to continue on a course where no one in the system is held accountable.

### **The Working Environment in the Finance Department**

In conducting interviews for this investigation, the Grand Jury found instances of significant communications breakdowns among Finance staff members which seemed to foster a lack of teamwork and trust. For example, many vital communications appeared to happen via emails, which are prone to misinterpretation. In another example, during the hand-off of the case in question from the Revenue Specialist to the employee newly assigned the duty, there was no conversation between the two staff members about the case. This lack of communication within the department exacerbates the fact that employees have little common understanding of some procedures. This appeared to result in employees drawing their own conclusions, which, in complex cases, resulted in problems. It also appeared to the Grand Jury that personality conflicts in the workplace are not addressed, or if they are, they are not addressed to the point of being resolved. These are personality conflicts that seem to negatively affect the quality of the work.

This complaint highlighted for the Grand Jury how much Finance Department staff turnover, changes in duties and assignments for many employees, and frequent changes in supervisors, including the Town Manager, has contributed to the poor working environment over the past three years. As a side note, the Town is in the process of upgrading its accounting software. It is expected that this will streamline data entry process. This might give staff time to reinstate the audit program in some form.

## **Training, Both Internal and External, Including Written Policy and Procedure**

The Grand Jury's investigation found that tax collection policies and procedures are lacking. The Finance Department should make it a priority to update or create manuals to give all tax collection employees clear direction. Where the Municipal Code allows for interpretation or flexibility, the manuals should address best accounting practices as applied to the TOML. The department should consider requiring a team approach to problem tax cases, particularly for assessment hearings. With two employees in a meeting with an operator, transparent results and mistakes can be minimized. Clear guidelines for documentation of questions from operators, especially in cases that become complicated or a problem, would also safeguard the TOML and individual employees from allegations of impropriety or wrongdoing.

The one clearly defined policy/procedure in this section is the Audit process. There are many aspects of this procedure that can be adopted for complex or problem TOT accounts that have not yet reached the audit stage, particularly in methodology, documentation and supervision.

As for TOT and TBID remitters, the investigation revealed that operators are confused about which revenues must be included, which can be eliminated, and which can only be excused with a formal waiver. The last time the Town made an attempt to train operators on TOT was in 2009. There are instructions on the forms and on the Town website, but several people interviewed believe this is not sufficient customer service. There was an indication that the department had put some planning into re-tooling and reinstating the training, but it was unclear whether the latest reorganization in the department would continue to support the effort and actually get it to happen. The current TOML management team should strongly consider finishing the job. While making sure the TOML gets all the revenue to which it is entitled is a compelling argument, providing excellent service and facilitating good relationships with TOT and TBID operators should also be important.

## **SPECIFIC FINDINGS**

- F1 The Town Finance Department had a problem tax case that needs to be looked at in detail to determine whether or not the Town of Mammoth Lakes received all TOT and TBID owed.
- F2 The Town Finance Department needs to adopt formal policies and procedures for the tax collection section.
- F3 The Town Finance Department needs to train employees and tax remitters.
- F4 The Town Finance Department needs to reinstate the TOT audit program.
- F5 The Town Finance Department staff has a lack of teamwork.

## **RECOMMENDATIONS**

- R1 The Town Finance Department should pay for an outside audit on the business that was the subject of this complaint.
- R2 The Town Finance Department should write a policies and procedures manual.

R3 The Town Finance Department should train employees on the polices and procedures manual; the department should also train TOT remitters by updating its old training program.

R4 The Town Manager needs to set staffing in Finance sufficient to handle collections and audits.

R5 The Town should hire a consultant experienced in team building to address the lack of respectful communication and trust in the Finance Department in order to create a professional working team.

## **REQUEST FOR RESPONSES**

Pursuant to Penal Code Section 933.05, the Grand Jury requests responses as follows:

From the following individuals:

Town Manager Dan Holler, Findings 1-5 and Recommendations 1-5.

*Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.*

## **APPENDIX**

Copy, Monthly Return For Transient Occupancy Taxes (TOT) and TBID

## **Mono County Grand Jury 2014-15 Case #05**

### **INTRODUCTION AND BACKGROUND**

As a result of a complaint, the Mono County Grand Jury (MCGJ) has investigated the Mono County Assessor's Office (MCAO). The function of the MCAO is to annually assess all taxable property in the county. The head of the MCAO, the Mono County Assessor, is an elected official. The current Assessor began work in June of 2003 as a Property Appraiser and was appointed interim Assessor

in October of 2014 by the Mono County Board of Supervisors. In January of 2015, he assumed his elected position as Assessor.

## **THE COMPLAINT**

In March of 2015, the MCGJ received a complaint from a private citizen on behalf of some employees of the MCAO. The complaint alleged three broad concerns: a hostile work environment, unrealistic workloads, and unauthorized computer access. Upon investigation, the MCGJ was given numerous examples of a poor work environment, as well as uneven and possibly unethical treatment of office employees.

Some employees allege that the reason for such treatment was their political non-support of the Assessor during the public election in 2014. Sometime during January or February of 2015, one or more employees filed a harassment charge with their Public Employees Union representative (PEU). The PEU in turn filed a complaint with Mono County and an investigation was subsequently initiated. The Mono County Board of Supervisors required hiring an outside contractor to conduct the investigation. The staff was interviewed and was told the report would be made available to them. However, the final report was deemed confidential under attorney/client and client/work product law and was not released.

## **METHODOLOGY**

### **DOCUMENTS**

The Assessor provided the MCGJ with two personnel “flow charts.” One chart showed the office personnel under the previous Assessor; the other showed the office personnel under the current Assessor. Under the previous Assessor there were nine positions listed: Assessor, Assistant Assessor, four appraisers (one of whom is now the current Assessor), one Auditor Appraiser, one Appraiser Aide, and one Fiscal and Technical Specialist (FTS) IV. Under the current Assessor there are seven positions listed: Assessor, Assistant Assessor (vacant), two Appraisers, one Auditor Appraiser, one Administrative Services Specialist, and one FTS IV.

Also provided by the Assessor were three photographs of some staff offices. The Assessor states that one photo is of the original arrangement, the second one is of the Assessor’s adjusted arrangement, and the third is a compromise between affected employees and the Assessor. Members of the MCGJ visited the offices to get a first-hand look at the current arrangement.

### **INTERVIEWS**

During the investigation the MCGJ interviewed twelve people, including the complainant, County Counsel, the District Attorney, the current Assessor, the immediate past Assessor, and all MCAO employees who worked under the current and immediate past Assessor.

## **DISCUSSION**

Information learned from specific interviews is as follows:

1. Complainant interview. The complainant outlined the various issues and made suggestions for people we should interview.
2. County Counsel interview. As a result of this interview, we learned that County Counsel was “generally aware” of the situation, although it was the County Counsel’s deputy who most closely worked on the case. We learned that an investigation was conducted on behalf of Mono County and that a report existed, but that neither the MCAO employees involved nor the MCGJ were allowed to know the contents of the report. The reason given to the MCGJ was that the report was confidential under attorney/client and attorney/work product law. At least two employees said they were told they would receive a copy of the report, though ultimately it was never provided.
3. District Attorney (DA) interview. The DA was asked about the possibility of a subpoena for access to the report. After a preliminary investigation, the DA confirmed the confidentiality of the report under attorney/client privilege and work product law. We were also told that the confidentiality would not be waived.
4. All office employees were interviewed, as well as the Assessor and immediate past Assessor. It is clear to the committee from the interviews that there is a deep, ongoing rift between two “camps” of employees that has worsened over time. The division of the two camps appears to be largely between those who supported the current Assessor during the 2014 election and those who did not.

Additional information found relevant to the complaint is as follows:

1. Hostile Work Environment. Soon after being appointed interim Assessor, the Assessor rearranged the configuration of office cubicles in order to “keep an eye” on office personnel. The change was made while several employees were away for a training program, with no advance notice to the employees who were away. Upon their return, these employees were upset at the office arrangement, and believed it was in retaliation for their non-support of the Assessor during the election. The employees noted that those who supported the Assessor kept their private offices. As a result of the complaints, the Assessor stated that he modified the arrangement, with staff helping with the move, but under his direction. The Assessor took photographs of the office at different stages of reconfiguration.

Throughout the course of the interviews the MCGJ heard a variety of accusations stating that the Assessor used language and/or actions designed to be intimidating, disparaging, and retaliatory to some members of the staff. Other employees stated that these accusations were not true, and that the accusers needed to “let go” of the past election issue. Parties from both sides agreed that the office environment is unhealthy, and that they often do not speak with one another. No one in the office seems to have a solution to the problem.

2. Workload. The workload in the Assessor’s office is heaviest between January 1 and July 1 when all county properties subject to taxation are assessed. From July 1 to December 30, the work shifts to ownership transfers, completion of deferred construction, mapping, training, audits, and hearings. There are approximately



17,000 county properties to be assessed. Some of these properties are easier to assess than others. For example, the assessment of commercial property is the most time consuming, private homes generally less so, and condominium homes even less so. Large and unique properties are particularly difficult to assess and require appraisers with specific experience and knowledge of those types of properties. The MCAO has discretion to hire outside experts to assess the more unique situations, but the current Assessor appears reluctant to do so.

The current Assessor instituted a system of weighted scale “units” as a guideline for the amount of time it should take to complete an assessment. One unit is equal to one hour of work, and ten units of work are required daily. Due to the resignation of one employee, that employee’s workload was divided among all remaining qualified employees. The Assessor also requested and was given permission to award a temporary appraiser certification to a current employee so that person could help with the workload. Employees differed in their opinion as to whether the workload was reasonable or unreasonable, again depending upon which side of the political fence the employee was on.

The Assessor stated that closing the 2015 tax roll by the mandated deadline of June 30 would be close, but that the office would be able to do it. Many employees either disagreed with that statement, or said that the deadline could be met only at the expense of accuracy. This raises concerns about revenue due to the County, the Town of Mammoth Lakes, and all of the special districts in the County (school, fire, hospital, public utilities, etc.). All of those budgets count on revenue from the assessed value of taxable property within the County.

3. Unauthorized computer access. More than one employee stated that they witnessed the current Assessor accessing a former Assessor’s computer. There is considerable computer security in the office, and all employees are required to learn IT protocol on the subject. The committee heard both affirmations and denials of the incident, depending upon whether those interviewed were political supporters or non-supporters of the Assessor. At least one person said they did not understand how that access could have occurred, given the security. The Assessor denies that there has been any unauthorized computer access under his leadership.
4. Mediation. The Assessor stated that he was responsible for initiating a mediation procedure to resolve office tensions, although the MCGJ suspected it was due to direction from the confidential County report. The mediation process is currently underway, and is expected to take six months. The MCGJ was told that the mediation facilitator openly acknowledged the office tensions. Although there are early suggestions that the mediation process will be useful, employees on both sides of the office rift are annoyed with the process, saying that it is time consuming and unnecessary.

## **FINDINGS**

- The MCGJ believes there is a clear picture of dysfunction within the Assessor's Office. The office appears to be divided into two "camps" of employees, with various and conflicting points of view among all involved.
- The MCGJ believes the current number of employees in the Assessor's office is too small to support the workload in a timely and accurate manner. In addition, the MCGJ believes that without expert and independent appraisers, the County, Town of Mammoth Lakes and all special districts will lose revenue in the assessment of large and difficult properties.
- In spite of repeated allegations that current and past Assessors illegally accessed other employee's computers, the MCGJ was unable to find hard evidence supporting the complaint.
- Members of the MCAO were told that the report from the County investigation would be released to them but that has not been done.

## **RECOMMENDATIONS**

- The MCGJ believes that the Mono County Board of Supervisors should more closely monitor the morale of the MCAO employees. In addition, the MCGJ believes that the already initiated mediation procedure is a potentially useful one that should be carried out to completion. It should be taken seriously, and honest efforts should be made by all parties for the sake of the office environment.
- The MCGJ believes that given the current state and past history of problems within the MCAO, the Mono County Board of Supervisors should appoint an independent party to oversee office personnel. The MCGJ feels this is necessary to insure that the timeliness and accuracy of the critical work of the Assessor's Office is not jeopardized.
- The MCGJ believes that additional appraiser staff, including experienced appraisers with knowledge of large and difficult county properties, should be hired to insure that the mission of the Assessor's Office is carried out in a timely and accurate manner.
- The MCGJ believes the County investigation report should be released to the staff. If this report cannot be released for intractable legal reasons, a legally defensible general summary, findings and recommendations should be made available. If that is not possible, involved employees should receive a written explanation detailing the reasons for the non-release, and any further recourse they may have.

Pursuant to Penal Code section 933.05, the Grand Jury requests responses from:

The Mono County Board of Supervisors, findings and recommendations 1-4

Assessor Barry Beck, findings and recommendations 1-4

**2014-15 Grand Jury  
Statutory Examination of the Mono County Jail, Bridgeport**

**SUMMARY**

The 2014-15 Grand Jury visited the Mono County Jail in Bridgeport as statutorily required by Penal Code sections 919(b), 921 and 925. The Jury also observed at two currently unused holding facilities: the Juvenile Probation building in Bridgeport and the Mammoth Branch of Mono Superior Court.

**GLOSSARY**

**AB 109** -- The designation given to the legislation that, among several things, moved the responsibility of housing some inmates from state prison to County jails to serve their sentences. This means prisoners could be housed in the local jail for three or more years instead of months or days.

**AB 900** -- A funding mechanism available to counties to expand/improve jail facilities to accommodate the influx of prisoners as a result of AB 109. The structure of the Assembly Bill, however, meant all of the money was quickly claimed by large population counties, and Mono County received no funding.

**AB 867** -- The latest funding mechanism available to counties to expand/improve facilities, AB 867 was written for the counties with lower population numbers who were shut out of AB 900 funding. Mono County will qualify for the funding, but will have to compete for it, as is the custom in these types of programs.

**METHODOLOGY**

A five member delegation from the Grand Jury visited on April 7, 2015. At the Jail, the committee spoke with Mono County Sheriff-Coroner command staff and three members of the Jail command staff. The group toured the entire facility in person.

The committee also toured the Juvenile Probation Department, although it is no longer used as a custody facility, and spoke with Probation officers and staff.

A cursory examination was made of the Superior Court holding facility in the Mammoth Courthouse, along with conversations with Sheriff's Department staff acting as bailiffs and court screeners in the facility.

**DISCUSSION**

Specific observations about the County Jail are noted in detail in the attached California Grand Jurors' Association document entitled "INSPECTION FORM."

Generally, the committee found the facility to be in good working order, properly staffed (with the exception of the kitchen), and equipment up to date and in good condition.

The Sheriff and Jail command staff believe the facility is currently handling prisoner numbers well, although the impacts of AB 109 will take some years to be accurately evaluated. Facility capacity is

48. At the time of the inspection, the facility housed 19 inmates. Of those 19, seven are AB 109 prisoners; one inmate serving an eight-year sentence, and six more committed to three-year terms. Although the facility is generally sized appropriately for a county of Mono's size, overcrowding does remain a possibility, and has happened in past years. Factors that are always present include: the female population increasing or one or more complex segregation situations presenting. Both are now more possible because of AB 109. The jail staff has a number of stringent legal obligations to ensure that prisoners with backgrounds likely to cause conflict (one example: rival gang members) are kept in separate areas of the facility. In a jail with a relatively small footprint like Mono County, a single prisoner could end up housed in a space designed for several, pushing other inmates into areas already close to or at capacity. Jail staff is confident that a variety of tools are available to ease short-term crowding situations, such as early release of qualified inmates. Also, Proposition 47, passed in 2014 by California voters, notably reduced sentencing requirements for a number of crimes, and the loss of half of the Mammoth Lakes Police Department and elimination of 24-hour patrol in the Town has dropped the number of prisoners taken to Mono County.

One of the issues that housing long-term inmates has created is whether outside programs available to inmates can be reasonably expanded to offer some rehabilitative opportunities. Obviously, the California State Prison system is far better funded and equipped to provide programs like education, job skills and the like. As an example, the Mono County Office of Education currently does not have budget or staff to provide a high school equivalency (GED) program in the jail. If the long-term population does increase, such funding might have to be considered by both the Education and Sheriff's departments. One thing that is being pursued currently to position the jail facility for possible expanded programming is a planned conversion of the former Emergency Operations Center in the administrative part of the Sheriff's office complex into a secure part of the jail for use as a meeting/classroom for inmates. This is possible because the room is located directly next to the secure jail area, and relatively simple construction to add secure doors and walls will safely quarantine it from the business side of the building and fold it into the jail side. In the short term, this will allow religious services and counseling programs like Alcoholics Anonymous, currently held in much smaller parts of the jail, to move to a more appropriate setting. In the long term, additional educational or job skill programs could be housed in the room. AB 867 funding is expected to be available soon, and jail staff is already working on Mono's application. Funding is available in the \$60,000 to \$180,000 range, with a 5% match required from the county. The Sheriff hopes Mono will receive the funding. If not, there are contingency plans to attempt to find whatever the cost of the project turns out to be somewhere in the county budget to see that it still is completed.

One program that has always been available to county correctional facilities is an inmate worker program. Mono is fully committed to this, with inmates qualified to be outside of the jail working to wash and detail County and Town of Mammoth Lakes owned vehicles, and to do lawn and landscaping maintenance and care in all the Mono County parks and cemeteries. In years of substantial snowfall, inmates also work on behalf of the fire departments to make sure hydrants are free of snow and ice in case of emergency. "The inmates take a lot of pride in it," according to staff. While the work is limited, it does help the County Parks and Facilities division to save some money. The work program is open to both male and female prisoners. Also available at times are jobs preparing mass mailings from the County, such as from the Tourism or Health departments. These "envelope stuffing" jobs enable inmates who can't do physical labor, or who can't qualify to be outside of the jail, to do work that saves money for whatever department needs it. Medical and mental health treatment is readily available to inmates. The staff particularly wanted to commend the Bridgeport medical clinic staff, and Behavioral Health Director Robin Roberts and her

staff for their commitment to working with the jail staff in meeting mandates for care, as well as offering extra programming when appropriate. Behavioral Health counselors visit once a week, plus a psychiatrist from UCLA Medical Center is available by a telemedicine computer/camera connection. Most of the clergy in Mono County also offer some type of regular outreach to inmates, and citizen volunteers provide Alcoholics and Narcotics Anonymous meetings and support at least once a week.

Formerly, the jail budget included around \$11,000 to maintain a law library. Now, for less than \$500 a year, the jail maintains a subscription to a legal research service, and provides hardcopies of the five most used code texts.

The visiting hours have been expanded because of the AB 109 inmates. Evening hours have been added.

The inmate store, which is allowed by law, but not required, sells snack food and toiletry items, plus phone cards. The profits are used to pay for the TV sets in the common areas, plus the cable subscription for them. It has also purchased all of the gardening and vehicle detailing equipment and protective clothing used by the work program. According to the jail staff, inmate money has always been used for these items, instead of taxpayer dollars from the county budget.

New since the last inspection is the dispatch center remodel. The work stations and chairs feature the latest in ergonomics to minimize injury potential of repetitive hand movement and being seated for long hours. The control of doors, lights, water, power and other jail infrastructure is now much easier for staff as it is on the computer consoles instead of a separate control board. New surveillance cameras and audio throughout the building were also updated to current technology, offering better coverage in the building and better retrieval/archiving of images and audio.

The only concern noted was the fact that the jail kitchen staff remains, as it has for several years, at two employees. Each budget year, there has been a request for a third employee, as there is no provision for a part-time relief cook. When someone is on vacation, or if one of the cooks was ill or injured for a long period, there is only one cook to work seven days a week, which results annually in a large overtime cost just for time-off coverage. Such overtime usage in the case of a long term employee injury or illness would likely exceed the cost of a relief cook's salary and benefits. The jail serves the biggest meal of the day as a hot lunch to allow the cooks to prepare dinner as a cold meal (sandwiches or similar) that is easily served by jail staff in the evening after the cooks depart in the late afternoon. This allows for scheduling only one shift in the kitchen to keep costs appropriate for a small facility. Some inmate worker help is available, but it is limited to serving and cleanup, and is only available when there are inmates in the facility who can qualify to hold that position.

Since the Probation office in Bridgeport no longer contains a juvenile holding facility, it is no longer subject to Grand Jury oversight. However, the Jury members noted that a structural issue still remains that could compromise the safety of the employees there. The lobby of the building remains an open space, with direct access to the Probation Administrative Assistant, and also to the remaining office space. A few years ago, a peephole and doorbell were installed at the front door, allowing it to remain locked. While this might allow the staff to keep an obviously enraged or upset person outside, it does not prevent someone entering the facility from causing harm after being let in. Also, the act of letting someone in the door exposes that employee to physical harm. With the

abrupt changes in sentencing laws in California this year, individuals who would have in the past been in prison or jail are free on probation. This will bring a different type of criminal clientele to Probation in both the Mammoth and Bridgeport offices. The Grand Jurors noted that Probation might now have a heightened need to revamp office security.

When the new courthouse was built in Mammoth a few years ago, the state architectural and construction teams designed a small area on the second floor to be used to hold prisoners who needed to make court appearances. Once the facility was completed, however, Sheriff's Department staff quickly found that the area had been poorly designed. Consequently, the space remains largely unused, and prisoners continue to be seated in the open courtrooms, under jail staff and bailiff guard. The issue was discussed at the time of the building completion, but seemingly has not been reviewed since.

## **FINDINGS**

F1: Creating a relief cook position for the jail would avoid the unnecessary expenditure of overtime to cover vacation time usage, as well as any potential illness/injury absences. Also at issue is the prospect of one employee having to work seven days a week for whatever period of time, which is an unnecessary hardship on that person.

F2: The Bridgeport Probation office still has an open lobby space that does not help protect the staff from the potential of harm, given the potential created by a criminal clientele. The space also has uncontrolled access to the rest of the office space.

F3: The Mammoth courthouse prisoner holding facility is unused because of poor design.

## **RECOMMENDATIONS**

R1: While budget constraints are a fact of life for many aspects of Mono County government, the Grand Jury once again recommends the creation of a relief jail cook position, and the filling of same.

R2: Again, budget is always the issue, but Mono County should strongly consider finding the funding to construct at the Bridgeport Probation office a counter/partition to create a barrier to the actual workspaces, and to secure the top of it with appropriately tempered glass and other materials. Also, the Mammoth Probation office's security measures should be reassessed to determine if they need to be upgraded as well.

R3: The Sheriff's Department should again approach the Judicial Council and any other participating agency to speak again about fixes that could be made to the prisoner holding facility in the Mammoth Courthouse to make it useable.

## **REQUEST FOR RESPONSES**

Pursuant to Penal Code section 933.05, the Grand Jury requests responses as follows:

From the following individuals:

Sheriff-Coroner Ingrid Braun; Findings and Recommendations #1 and #3

Chief of Probation Karin Humiston, Findings and Recommendations #2

The interim (or newly hired) Mono County CAO or his/her designee, Findings and Recommendations #1, #2 and #3

## **APPENDIX**

CGJA Inspection Form

# INSPECTION FORM

Please fill out those sections that apply to the facility you are inspecting.

Facility Name: <i>Flora County Jail</i>	Inspection Date: <i>April 7, 2015</i>
Facility Capacity: <i>48</i>	Last Inspection Date: <i>Grand Jury 2013-14</i>
Address: <i>49 Bryant St PO Box 616 Bridgeport CA 93517</i>	Telephone Number: <i>(760) 932-7549</i> FAX Number: <i>(760) 932-7435</i>
Facility Administrator: <i>Lt. Mike Bochner</i>	Staff Interviewed: <i>redacted</i>
Type of Facility: Jail <input checked="" type="checkbox"/> Lockup/Temporary Holding <input type="checkbox"/> Court Holding <input type="checkbox"/> Juvenile Hall <input type="checkbox"/> Juvenile Camp <input type="checkbox"/> Other <input type="checkbox"/>	
Committee Inspection Team Members: <i>redacted</i>	
Findings and Recommendations:  <div style="text-align: center; font-size: 1.2em; margin-top: 20px;"><i>see Grand Jury Report</i></div>	



AREA INSPECTED/REVIEWED (Please Check)		
Quality of Life	Programs	Persons Interviewed
<input checked="" type="checkbox"/> Physical Plant	<input type="checkbox"/> Educational	<input type="checkbox"/> Inmates <sup>1</sup>
<input checked="" type="checkbox"/> Meals/Nutrition	<input checked="" type="checkbox"/> Vocational	<input checked="" type="checkbox"/> Facility Manager
<input checked="" type="checkbox"/> Mental Health	<input type="checkbox"/> Community Services	<input type="checkbox"/> Medical
<input checked="" type="checkbox"/> Physical/Dental Health	<input checked="" type="checkbox"/> Domestic Violence	<input type="checkbox"/> School Staff
<input checked="" type="checkbox"/> Religious Services	<input type="checkbox"/> Victim/Gang Awareness	<input type="checkbox"/> Mental Health Staff
<input checked="" type="checkbox"/> Visiting	<input checked="" type="checkbox"/> Substance Abuse	<input checked="" type="checkbox"/> Line Staff
<input checked="" type="checkbox"/> Volunteer Involvement	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Food Services Staff
<input type="checkbox"/> Other		<input checked="" type="checkbox"/> Other SHERIFF BRUNN

### GENERAL INFORMATION

What is the capacity of the facility?

48 - currently 19 inmates

Has the facility exceeded capacity since the last inspection?

no, haven't for several years. If happens

What is the inmate classification system? Describe

USE current state system, asking 5 or negative, medical and psychological questions at intake. Generally looking at past criminal behavior, past custody behavior, sex offender status, multi/escape

Since the last inspection indicate the following:

- Number of suicides 0
- Number of attempted suicides 0
- Number of deaths from other causes 0
- Number of escapes 0

Date of last fire/emergency drill will do one in June

Alarm system tested twice a year by the contract company.  
Annual emergency drill scheduled in June of every year.

<sup>1</sup> The generic term inmate is defined as someone who has been confined to an institution, either adult or juvenile.

## INDIVIDUAL CELLS/ROOMS

Condition of walls: good - inmates required to keep own areas clean and in good repair

Personal possessions allowed in cell/room (Art, Books, etc.)

Religious items, yes  
Art on walls, yes  
Graffiti present: None  
None - religious

Ample bedding: yes.

## LOCAL INSPECTIONS

Fire Inspection Conducted: YES/NO - Date:

Every other year, scheduled for September

Medical/Mental Health: YES/NO - Date:

Every other year, scheduled for September

Environmental Health: YES/NO - Date:

Every other year, scheduled for September

Nutritional Health:

YES/NO - Date: annually - Contract with qualified nutritionist who reviews menu/ingredients for required standards - menu is posted

Corrections Standards Authority: YES/NO - Date:

Once a year, training and plant inspection each a separate inspection

Other (Describe): YES/NO - Date:

## STAFFING

Is there enough staff to monitor inmates?

yes - 3 supervisors and 18 staff - Public Service Officers who are both  
patrols and dispatchers by training

Does staff communicate in language that an inmate can understand?

yes, several speak Spanish - 7 staff members - phone translation  
service available for other languages

Diversity of staff:

appropriate for area population diversity

Impression of staff/inmate interactions:

appropriate

Smacks of all areas occupied by or accessible to inmates done weekly, but  
randomly

**CONDITION OF GROUNDS** (Lawns, Recreation Area, Blacktop, Asphalt, Other)

excellent

**EXTERIOR OF BUILDING(S)** (general condition, paint, roof, drains/gutters, other)

well kept - minor concrete repair in exercise yard scheduled for summer when weather is warm - money available to pay for it

**INTERIOR OF BUILDING(S)** (walls, paint, floors, drains, plumbing fixtures working, air vents, windows)

well kept

After a water pipe failure, fire system changed to chemical suppressant  
Are cleaning fluids and chemicals labeled and safely stored?

yes

Weapons locker present:

yes - several

Recreation/sports equipment:

soccerball only for recreation / books, cable TV for inside

Are the hallways clear, are doors propped open or closed?

hall clear, door security maintained

Holding areas (cells/rooms) - [if present], is there access to drinking water and toilet?

yes

Are there individual cells/rooms, or dormitories:

both

Beds: Type of bed and is it off the floor?

metal racks/yes New sanitizable mattress pads have integrated

pillows - saving laundry time and expense

Adequate lighting:

yes

Temperature:

comfortable

## ORIENTATION OF INMATES

Are inmates oriented to rules and procedures?

yes

Are rules and grievance procedures posted?

yes

Are rules and grievance procedures understood by inmates?

yes

Inmates interviewed?  No Number interviewed: \_\_\_\_\_

Comments:

## MEALS/NUTRITION

The kitchen area - Is it clean? Are knives and chemicals locked?

yes

Have the inmates working in the kitchen been trained?

yes

Have the inmates had a medical clearance/review before assignment?

yes

Are meals served in the cell, dayroom or at a central cafeteria?

dayroom or cell, depending

Are inmates permitted to converse during meals?

yes

Length of time allowed for eating?

30 minutes (law only requires 15 minutes)

## PERSONAL APPEARANCE OF INMATES

What is the appearance of inmates (dirty, unkempt, well groomed, etc.)?

Clean

Showers - frequency, privacy, maintained, supervised by staff?

Allowed at will, but not at night unless on disciplinary lockdown.  
Problem inmates released individually to shower after other inmates  
locked down for the night.

meal rest approximately  
50% per meal per  
inmate

Any there any reported assaults by inmates on inmates?

inmate on inmate = 12-10 Es, normal number for Wash Co

inmate on staff = 0

Condition of clothing (does the clothing fit; is it appropriate for the weather, etc.)?

good - appropriate clothing available for work details

## PROGRAMS

Exercise is it inside or out? How frequently is it offered? How much time is each inmate offered? Do men get more exercise time than the women?

Minimum 3 hours a week offered. More in summer during good weather.

Are there clergy available to inmates upon request? Is there access to religious services?

based on the schedules of the clergy or volunteers. Several churches/groups in county do come to facility to offer services

Are anger management and other applicable programs available?

Yes - through County Behavioral Health once a week plus telemedicine capability with Psychiatrist from UCLA Medical Center

Are medical services available? How frequently is medical staff onsite? How long do inmates wait to be seen? Is a physician available by phone or come onsite?

Physician Assistant visits daily. Bridgeport Medical Clinic and Wagon County Paramedics also available. No waiting issues. Prescription medication costs average \$179/day/inmate

Are mental health services available? How frequently is mental health staff onsite? How long do inmates wait to be seen?

Yes - several times weekly for groups and individual. Includes AA and 12-Step

No waiting issues

Are vocational classes available? If so, what types, cooking, gardening, painting, computers, etc?

no

Is there a program to involve community volunteers?

yes, limited to local clergy and AA/NA sponsors

Is there a work program: yes - Wash County vehicles and detail firm; lawn/gardening services at County buildings, parks and cemeteries. shovel out kitchen fire hydrants in heavy snow years. Available to both male/female inmates if qualify.

Other:

also available for those unable/uninterested in physical work are envelope stuffing and other mass mailing chores for Tourism and other departments

## DISCIPLINE OF INMATES

How often is discipline enacted? What is the range of discipline options?

When necessary: handcuffs, Taser, pepper ball, lethal firearm if necessary.

Inmates: fighting or acting inappropriately can be pulled off of work details or have other privileges taken away.

## GRIEVANCES

What are the most common types of grievances filed by inmates? Is there a record kept based on type and number?

Depends on inmates; knowledge of system. Only 2 or 3 in past year.  
State inspectors read all of them as must be in writing.

## TELEPHONE

Do inmates have access to telephones?

Yes, scheduled. Inmates pay for own phone calls.

## CORRESPONDENCE

Is there limited free postage for inmates without money?

Yes

Incoming/outgoing - are inmates aware that mail can be read?

Yes

Confidential correspondence - letters to attorneys, legislators, BSCC, etc., How is it handled? Hand delivered with local ones. Sacramento addresses.

## VISITING

Is there adequate space, convenient times or accommodations to family's work schedule, etc.

Yes

Are there provisions for special visits with attorneys/clergy?

Yes

Does staff supervise visits?

Via camera/audia

Do all inmates have access to visiting? - If not give reasons:

Yes, unless domestic violence or other inappropriate behavior occurs during

## EDUCATIONAL PROGRAM

College level/high school level/other:

None at this time

Name of school district providing educational services:

Yuba County Office of Education, currently does not have money or staff to provide a program.

Teachers – number of full-time, number of substitutes:

N/A

Number of inmates in educational program:

N/A

Atmosphere of classroom:

Department working on grant funding to convert old Emergency Operations center to class/meeting room to be ready when program returns.  
Are there adequate supplies (books, paper, computers, etc.)?

N/A

Activities and coursework assigned by teachers?

N/A

Relationship between educational program staff and facility staff:

N/A

### Juveniles in Adult Facility

What is the proximity to adult inmates?

no juveniles enter this facility - if inmate lies about age, is removed from building as quickly as possible and turned over to Juvenile Probation

Is staff available to supervise juveniles?

N/A

Is there constant auditory access to staff?

N/A

Is the juvenile provided a snack if requested?

N/A

Is there access to toilets and washing facilities?

N/A

Is there access to drinking fountains or water?

N/A

Are there provisions to provide clothing or blankets to assure comfort?

N/A

**CONDITIONS OF SECURE DETENTION OUTSIDE A LOCKED ENCLOSURE (e.g., CUFFING RAIL)**

Is there a contact with other juveniles?

*N / A*

Is there constant supervision by staff?

*N / A*

Any timed intervals of supervision? What are the time limits?

*N / A*

Is there access to toilet and washing facilities?

*N / A*

Is there access to drinking fountain?

*N / A*

**CONDITIONS OF NON-SECURE DETENTION**

Is there constant supervision?

*N / A*

Are males and females in same room?

*N / A*





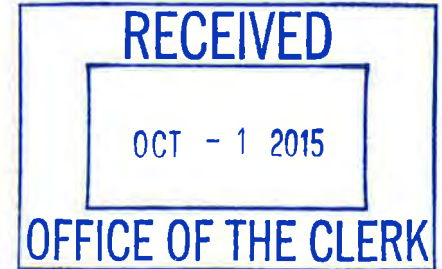
**Office of the Assessor  
COUNTY OF MONO**

P.O. BOX 456, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5510 FAX (760) 932-5511

**Barry Beck  
Assessor**

September 29, 2015

Honorable Judge Stan Eller  
Presiding Judge, Mono County Superior Court  
100 Thompson Way  
Post Office Box 1037  
Mammoth Lakes, California 93546



Re: Assessor's response to the Mono County Grand Jury 2014-2015 Report, Case Number 05

Dear Judge Eller:

Please find below the Assessor's response to Mono County Grand Jury 2014-2015 Report, Case Number 05, and the various findings and recommendations.

Finding One:

The Assessor strongly disagrees with the finding that there "is a clear picture of dysfunction within the Assessor's Office." Admittedly there are personnel issues which predate the term of the current assessor, and some of these issues may have been magnified by events surrounding the 2014 election, but overall the Assessor's Office is running at an increased capacity as evidenced by the results of the 2015 roll close. These results will be discussed in more detail in response to Finding Two.

Finding Two:

The Assessor strongly disagrees that "...the current number of employees in the Assessor's Office is too small to support the workload in a timely and accurate manner" and that "...without expert and independent appraisers, the County, Town of Mammoth Lakes and all special districts will lose revenue in the assessment of large and difficult properties."

The culmination of the year's work for the Assessor's Office is the close or turnover of the assessment roll. The close of the 2015 assessment roll was completed 10 days prior to the deadline, and was, for the first time in memory, 100% complete.

In addition, the staff added 900+ mining claims to the assessment roll (the mining claims have not been assessed in the past, but are required to be assessed as they are not exempt), participated in e-file for our Business Property Statements (this is the 1<sup>st</sup> year we have used this system, and our participation rate was over 42%, which is an excellent first year percentage of participation), resolved 135 assessment appeals (including a large number that dated all the way back to 2007), processed 36 Calamity Claims for the victims of the Round Fire, and as of today, have little to no backlog of transfers, value reviews, new construction, new maps, or other assessment work pending.

The Assessor acknowledges that in the past there has been a culture of low productivity and inefficient work practices, but we have made great strides in creating a new culture of efficiency and productivity through such measures as instituting productivity standards for the appraisal staff and adopting improved workflows.

In regard to "expert and independent appraisers", the Assessor's Office currently maintains a contract with an independent appraisal firm that specializes in ski area appraisal, a consultant that specializes in geothermal valuation (for the appeals involving Ormat), and an attorney whose specialty is property tax matters (and as a statement to his expertise, recently prevailed over Chevron in an assessment matter for the Kern County Assessor's Office).

The County, Town of Mammoth Lakes, and the various special districts (including the school districts) are well represented in the appraisal of "...large and difficult properties" both through these outside experts, and from the knowledge and expertise of the current staff.

### Finding Three:

There were "...allegations that current and past assessors illegally accessed other employee's computers". The only 'finding' that can be surmised from Finding Three is that there is no evidence to support the claim, and the Assessor agrees that the evidence is nonexistent. The current assessor has not accessed the computers of any current employees, or any past employees other than to preserve/access institutional memory/knowledge/information.

The Assessor acknowledges that past assessors may have accessed employee email on employee issued computers, but this practice has not been exercised by the current assessor.

#### Finding Four:

“Members of the Mono County Assessor’s Office were told that the report from the County investigation would be released to them but that has not been done.” The Assessor disagrees with this finding. The Assessor is not aware of any such promise made, and in fact the Assessor has not seen the report either, nor was it ever communicated to the Assessor that the report would be made available to the Assessor or the Assessor’s staff.

#### Recommendation One:

The Assessor endorses the recommendation that the Mono County Board of Supervisors more closely monitor morale of the Assessor’s staff. However, that decision lies with the Board of Supervisors as the Assessor has no authority to compel the Supervisors to follow this recommendation. Overall, the morale is much improved now that all employees are held to the same standards and expectations, and we would welcome increased interaction between the Mono County Supervisors and the Assessor’s Office staff.

The mediation process continues, and is already producing tangible results. The expectation is that as the process continues, those that have been slower to adapt to the changes that were made to increase our efficiency and productivity will continue to evolve and adapt into a cohesive, efficient, and productive staff.

#### Recommendation Two:

Recommendation Two (the portion thereof that relates directly to the Assessor) will not be implemented as it is not warranted or reasonable. The Assessor acknowledges the “...past history of problems...”, and has taken steps to ensure that these problems do not persist into the future. The mitigation steps include, but are not limited to the following: Mediation, facilitation, and executive coaching. The assessor is committed to provide quality leadership, improved productivity, consistent standards, and an emotionally and physically healthy work environment.

As to the “...timeliness and accuracy of the critical work of the Assessor’s Office...”, we are under the scrutiny of the California State Board of Equalization, who, incidentally, will be in the Mono County Assessor’s Office

for 4 weeks in September and October for a survey of our workload, accuracy, methods, procedures, staffing, and compliance of laws, statutes, mandates, and the Revenue and Taxation Code.

We are confident that the Board of Equalization report will verify the professionalism, compliance, and accuracy of our recently completed roll turnover, and of our work going forward. This survey is not in response to any particular event; every assessor's office in California is subject to a survey/audit every 5 years. 2015 is our regularly scheduled survey/audit year.

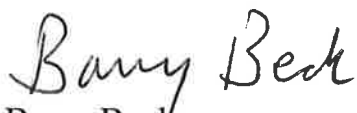
Recommendation Three:

The recommendation has not yet been implemented, but likely will be in the future. The Assessor has an Assistant Assessor position funded in the approved budget. The Assessor is waiting for Mono County to hire a Human Resources Director to help with the recruitment of the Assistant Assessor position. It seems likely that the Human Resources Director will be hired in the next 6 months, at which time the final decision can be made as to whether to proceed with the recruitment and hiring of an Assistant Assessor.

Recommendation Four:

Recommendation Four is beyond the scope of duty and authority of the Mono County Assessor. Therefore, the Assessor is not in a position to either implement or not implement the recommendation.

Respectfully submitted,

A handwritten signature in black ink that reads "Barry Beck". The signature is written in a cursive, slightly slanted style.

Barry Beck

Mono County Assessor



MONO COUNTY  
**SHERIFF** 911

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**Ingrid Braun**  
Sheriff/Coroner

**MONO COUNTY SHERIFF'S OFFICE**

**Michael Moriarty**  
Undersheriff

August 10, 2015

Honorable Judge Stan Eller  
Presiding Judge, Mono County Superior Court  
100 Thompson Way  
Post Office Box 1037  
Mammoth Lakes, California 93546

Re: Response to the Mono County Grand Jury 2014-2015 Report, Case No. 01

Dear Judge Eller:

I am writing in response to the Mono County Grand Jury 2014-2015 Report, Case No. 01, relating to an anonymous complaint regarding a January 2013 investigation by the Sheriff's Office in the community of Chalfant.

Findings


The Grand Jury concluded that the issue had been appropriately investigated and resolved by the Sheriff's Department. The vague allegations contained in the complaint and the lack of attribution did not give the Grand Jury any sense that the complaint needed to be pursued further, and the Jury voted to close the investigation.

Recommendations

None stated.

Sheriff's Response: I agree with the finding.

Respectfully submitted,



Ingrid Braun  
Sheriff-Coroner



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**Ingrid Braun**  
Sheriff/Coroner

**MONO COUNTY SHERIFF'S OFFICE**

**Michael Moriarty**  
Undersheriff

August 10, 2015

Honorable Judge Stan Eller  
Presiding Judge, Mono County Superior Court  
100 Thompson Way  
Post Office Box 1037  
Mammoth Lakes, California 93546

Re: Response to the Mono County Grand Jury 2014-2015 Report, Jail Inspection

Dear Judge Eller:

I am writing in response to the Mono County Grand Jury 2014-2015 Report, relating to the examination of the Mono County Jail. The Grand Jury requested the Sheriff's Office respond to Findings and Recommendations 1 and 3. I will respond to each Finding and Recommendation separately.

Findings and Recommendations

Finding 1: Creating a relief cook position for the jail would avoid the unnecessary expenditure of overtime to cover vacation time usage, as well as any potential illness/injury absences. Also at issue is the prospect of one employee having to work seven days a week for whatever period of time, which is an unnecessary hardship on that person.

Recommendation 1: While budget constraints are a fact of life for many aspects of Mono County government, the Grand Jury once again recommends the creation of a relief jail cook position, and the filling of same.

Sheriff's Response: I agree with the Finding. The recommendation has not yet been implemented, but the Sheriff's Office will do what it can to request and facilitate implementation during the 2015-16 fiscal year. Specifically, the Sheriff's Office will request the Board of Supervisors' creation of an additional jail cook position, either full or part time, to relieve the burden on the two current jail cooks.

Re: Response to the Mono County Grand Jury 2014-2015 Report, Jail Inspection

Finding 3: The Mammoth courthouse prisoner holding facility is unused because of poor design.

Recommendation 3: The Sheriff's Department should again approach the Judicial Council and any other participating agency to speak again about fixes that could be made to the prisoner holding facility in the Mammoth Courthouse to make it useable.

Sheriff's Response: I agree with the Finding. The recommendation has not yet been implemented but will be implemented in the 2015-16 fiscal year. Specifically, the Sheriff's Office will engage in a discussion with the Judicial Council to determine how the Mammoth Courthouse prisoner holding facility could be improved.

Respectfully submitted,



Ingrid Braen  
Sheriff-Coroner



**Town of Mammoth Lakes**

Office of the Mayor

437 Old Mammoth RD, Suite R

P.O. Box 1609 Mammoth Lakes, CA 93546

Phone (760) 934-8989 ext. 223, Fax 934-7493

[www.townofmammothlakes.ca.gov](http://www.townofmammothlakes.ca.gov)

September 3, 2015

Honorable Stan Eller  
Presiding Judge  
Superior Court of California  
Mono County  
PO Box 1037  
Mammoth Lakes, CA 93546

RE: Town of Mammoth Lakes Response to the Final Report of the 2014-2015 Mono Grand Jury - "Case #03"

Judge Eller,

I am pleased to provide responses to the final 2014-2015 Grand Jury report which included Case #03 that related to the Town of Mammoth Lakes and Mono County regarding Animal Control Services.

The report included three separate findings with two recommendations. The following responses to both the findings and recommendations were approved by the Town Council on September 2, 2015. I am submitting the responses on behalf of the Town as requested in the Grand Jury report.

**Responses to Grand Jury Findings and Recommendations**

***Finding 1. County Service Level.** AC staffing level in the County is about the same as existed in 1984 when the County was also responsible for the TOML. That level is appropriate for the jurisdiction outside of TOML. The County Health Officer provides all required rabies control services. The County budget supports an appropriate level of AC. The Town has no reason to question this finding.*

***Finding 2. TOML Service Level.** Today, Mammoth Lakes has about twice the population it had when incorporated in 1984. From 1984 until 2009 AC service was provided by an ACO with access to a funded shelter. Today, AC service is provided as "other duties" by uniformed police officers from an understaffed TOML Police Department. Complaints are responded to when required. The TOML budget is inadequate for providing the service level required to enforce Title 6 requirements for licensing, vaccinations, interference with street use, barking and nuisance abatement. The Town agrees with the finding in part. The level of service provided by the Town is a matter of Council policy, driven by limited resources and other higher service priorities.*

**RECEIVED**

SEP 08 2015



**Finding 3. Record Keeping.** Records for complaints, licenses, and vaccinations are maintained as hand written records at both the County and TOML levels. Today, it is difficult to obtain data similar to that cited by County Animal Control Director in 1985. The Town agrees with the finding.

**Recommendation 1. County/TOML Service Level.** Although the County is not required to provide AC services within the TOML, the Code does not preclude it. The TOML should consider providing an adequate budget for contracting with the County for AC services. The current operations provide a minimal level of animal control services. The level of service has been set based on limited Town resources and setting of priority services. Funding for contractual AC services with the County or expanded Town service is not available. The Town will review Title 6 of the Municipal Code and if changes are needed to reflect the Town's resource limitations changes will be considered. The Town and County continue to look for areas to share and enhance public safety services as both are minimally funded service areas. The County is willing to consider a contract for animal control services within the Town of Mammoth Lakes, should the Town be in a position to fund the contract.

**Recommendation 2. AC Record Keeping.** The County and TOML should implement common AC software for record keeping. The Town and the County will look at ways to enhance record keeping; however, the purchase of any new software dedicated to the purpose by the Town is not a priority and funds are not recommended to be allocated for this purpose. While comparative data is nice to have, it is not a necessity for Town operations. Calls that come through dispatch or through an officer are tracked in RIMS, but as with other calls the data would need to be specifically pulled and may not include all calls for service, pending the type of call (or in person report) that may come directly into the Police station. As the Town reviews the use of limited funding for the Police Department, actual police officer staffing and operations will be a higher funding priority than animal control services. At this time the Town is not pursuing a new system, but will review any coordination efforts that may be beneficial with the County. It is the Town's understanding that the County is currently not pursuing any new system for record keeping related specifically to Animal Control.

I want to thank the Grand Jury for the work they provide our community. There efforts add to the overall improvement of local government and provide an important oversight function for our residents.

Thank you to the Court for the assistance and guidance that is provided to Grand Jury.

Sincerely,

  
Michael Raimondo  
Mayor

CC: Town Council  
Town Clerk  
Town Attorney



## BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5538 • FAX (760) 932-5531

**Bob Musil**  
*Clerk of the Board*  
bmusil@mono.ca.gov

**Shannon Kendall**  
*Assistant Clerk of the Board*  
skendall@mono.ca.gov

October 20, 2015

Honorable Judge Stanley Eller  
Presiding Judge of the Superior Court  
100 Thompsons Way  
P.O. Box 1037  
Mammoth Lakes, California 93546

Re: Response to the Mono County 2014-2015 Grand Jury Report

Dear Judge Eller:

Please consider this letter and Attachment A as the official response to the 2014–2015 Mono County Grand Jury Report and place this document on file as the Mono County Board of Supervisors' response to the Grand Jury Report. Attachment A has specific responses to the items identified in the 2014-2015 Report. As an elected department heads, the Sheriff and Assessor have responded separately to the findings and recommendations affecting their departments. The Board appreciates the Sheriff's and the Assessor's responses.

The Board and entire County staff appreciate the critical role the Grand Jury provides to the community and the County organization in ensuring the best use of scarce resources. Openness, transparency and accountability are crucial to our democracy. We thank the members of the Grand Jury for their public service and encourage the Court to ensure the broadest representation from across all communities of Mono County.

Sincerely,

Timothy E. Fesko, Chair  
Mono County Board of Supervisors

Enclosure: Attachment A: 2014-2015 Mono County Grand Jury Responses



**Case #03 (Animal Control Services)**

The Grand Jury requested that the Board of Supervisors respond to Findings #1 and #3 and Recommendations #1 and #2.

**Findings:**

1. County Service Level. AC staffing level in the County is about the same as existed in 1984 when the County was also responsible for the TOML. That level is appropriate for the jurisdiction outside of TOML. The County Health Officer provides all required rabies control services. The County budget supports an appropriate level of AC.

***Board Response: the Board agrees with the finding.***

3. Record Keeping. Records for complaints, licenses, and vaccinations are maintained as hand written records at both the County and TOML levels. Today, it is difficult to obtain data similar to that cited by County Animal Control Director in 1985.

***Board Response: the Board agrees with the finding. See recommendation.***

**Recommendations:**

1. County/TOML Service Level. Although the County is not required to provide AC services within the TOML, the Code does not preclude it. The TOML should consider providing an adequate budget for contracting with the County for AC services.

***Board Response: It is not within the County's power to implement this recommendation unless or until the TOML approaches the County regarding contracting for AC services. If and when that occurs, then the Board will duly consider it. The County and TOML continue to look for areas to share and enhance public safety services and to increase collaboration.***

2. AC Record Keeping. The County and TOML should implement common AC software for record keeping.

***Board Response: It is not entirely clear what is being recommended – that the County and the TOML independently use the same software program, or that they somehow manage their records in a common software database? If the former, then it does not appear that implementation of this recommendation requires any action by the County because the TOML could simply start using the same AC software that the County currently uses. The County is willing to look at ways to enhance record keeping and is already in the process of implementing the Innoprise software program (also utilized by the Finance Department). The County sees no reason to change its own software. With respect to the latter, if the County contracted with the TOML to provide AC services at a future date, then the County would use the same software for such services within the TOML as it otherwise uses in the rest of the County.***



**Case #05** (County Assessor's Office)

The Grand Jury requested that the Board of Supervisors respond to findings and recommendations 1-4. Note: the Board of Supervisors' legal authority and ability to control the operations of departments headed by elected officials, such as the Assessor, is quite limited.

**Findings:**

1. The MCGJ believes there is a clear picture of dysfunction within the Assessor's Office. The office appears to be divided into two "camps" of employees, with various and conflicting points of view among all involved.

***Board Response: the Board agrees with the finding, although the situation has improved since the Grand Jury conducted its investigation.***

2. The MCGJ believes the current number of employees in the Assessor's office is too small to support the workload in a timely and accurate manner. In addition, the MCGJ believes that without expert and independent appraisers, the County, Town of Mammoth Lakes and all special districts will lose revenue in the assessment of large and difficult properties.

***Board Response: the Board agrees in part and disagrees in part with the finding. The Board agrees that expert and independent appraisers are valuable and, as in past years, the Board has provided funding for contracts with such appraisers. The Board understands from the Assessor's response that he intends to continue utilizing such appraisers. Assuming that occurs, the Board disagrees that the number of employees in the Assessor's office is too small to support the workload. The Board is informed and believes that the current staff of Assessor's employees is keeping up with the office workload, as described in the Assessor's response.***

3. In spite of repeated allegations that current and past Assessor's illegally accessed other employee's computers, the MCGJ was unable to find hard evidence supporting the complaint.

***Board Response: the Board agrees with the finding.***

4. Members of the MCAO were told that the report from the County investigation would be released to them but that has not been done.

***Board Response: the Board disagrees with the finding. The report does not state who allegedly told members of the MCAO that the report would be released to them but the Board is not aware of any County representative telling them that.***

**Recommendations:**

1. The MCGJ believes that the Mono County Board of Supervisors should more closely monitor the morale of the MCAO employees. In addition, the MCGJ believes that the already initiated mediation procedure is a potentially useful one that should be carried out to completion.

***Board Response: the recommendation has been implemented.***



2. The MCGJ believes that given the current state and past history of problems within the MCAO, the Mono County Board of Supervisors should appoint an independent party to oversee office personnel. The MCGJ feels this is necessary to insure that the timeliness and accuracy of the critical work of the Assessor's office is not jeopardized. .

***Board Response: the recommendation will not be implemented because it is not warranted at this time. The Board is not aware of any current problem with "the timeliness and accuracy" of work in the Assessor's office. With respect to other "problems within the MCAO" discussed in the report, a process of mediation, facilitation, and executive coaching is currently under way as noted above and in the Assessor's response. The Board wishes to give that process a chance to succeed before considering other options (with their associated costs) such as the "independent party" recommended by the MCGJ.***

3. The MCGJ believes that additional appraiser staff, including experienced appraisers with knowledge of large and difficult county properties, should be hired to insure that the mission of the Assessor's Office is carried out in a timely and accurate manner.

***Board Response: the recommendation has not yet been implemented but may be in this fiscal year. As noted in the Assessor's response, an Assistant Assessor position has been funded and may be filled during this fiscal year.***

4. The MCGJ believes the County investigation report should be released to the staff. If this report cannot be released for intractable legal reasons, a legally defensible general summary, findings, and recommendations should be made available. If that is not possible, involved employees should receive a written explanation detailing the reasons for the non-release, and any further recourse they may have.

***Board Response: the latter part of the recommendation has been implemented inasmuch as the employees, through their Union representative, were provided with a written explanation that the report would not be released is because it is attorney work product privileged. Like many other employers, the County does not generally release investigative reports into personnel complaints. There are sound policy and risk management reasons for not releasing such documents. Furthermore, under applicable laws such as the Public Records Act, if the County provided a copy of the report to one group of interested parties, such as "involved employees," that disclosure would waive the privilege as to anyone else and, in effect, would make the report a disclosable public record.***

### **Statutory Examination of the Mono County Jail, Bridgeport**

*Note: although the grand jury report requests responses from the Chief Probation Officer and the Interim CAO, as well as the Sheriff, we are informed by County Counsel that the Board of Supervisors and the Sheriff are actually the only parties responsible for responding to such findings and recommendations per Penal Code section 933. Note: the Board of Supervisors' legal authority and ability to control the operations of departments headed by elected officials, such as the Sheriff, is quite limited.*

### **Findings:**

1. Creating a relief cook position for the jail would avoid the unnecessary expenditure of overtime to cover vacation time usage, as well as any potential illness/injury absences. Also at issue is the



prospect of one employee having to work seven days a week for whatever period of time, which is an unnecessary hardship on that person.

***Board Response: the Board agrees with the finding.***

2. The Bridgeport Probation office still has an open lobby space that does not help protect the staff from the potential of harm, given the potential created by a criminal clientele. The space also has uncontrolled access to the rest of the office space.

***Board Response: the Board agrees that the Bridgeport Probation office has an open lobby space.***

3. The Mammoth courthouse prisoner holding facility is unused because of poor design.

***Board Response: the Board agrees generally with the finding but understands the facility is not entirely “unused.” In any event, the County had no role in designing the facility.***

#### **Recommendations:**

1. While budget constraints are a fact of life for many aspects of Mono County government, the Grand Jury once again recommends the creation of a relief jail cook position, and the filling of same.

***Board Response: The recommendation requires further analysis, which should be completed within six months and then considered during the County’s mid-year budget review.***

2. Again, budget is always the issue, but Mono County should strongly consider finding the funding to construct at the Bridgeport Probation office a counter/partition to create a barrier to the actual workplaces, and to secure the top of it with appropriately tempered glass and other materials. Also, the Mammoth Probation office’s security measures should be reassessed to determine if they need to be upgraded as well.

***Board Response: The basic concept of the recommendation is currently being implemented, in-house, by Public Works staff and should be completed by the end of this fiscal year.***

3. The Sheriff’s Department should again approach the Judicial Council and any other participating agency to speak again about fixes that could be made to the prisoner holding facility in the Mammoth Courthouse to make it useable.

***Board Response: The recommendation appears directed to the Sheriff, but we understand from the Sheriff’s response that she intends to implement it and we support her doing so.***



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     October 20, 2015

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT**             Letter from Department of  
Transportation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Correspondence dated October 6, 2015 received from the Department of Transportation regarding a Commission Vacation Resolution for Vacation #215 covering a portion of Material Site 190, Baseline Pit.

**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

[Letter from Dept of Transportation](#)

**History**

Time	Who	Approval
10/14/2015 3:34 PM	County Administrative Office	Yes

10/14/2015 7:20 PM

County Counsel

Yes

---

10/14/2015 12:44 PM

Finance

Yes

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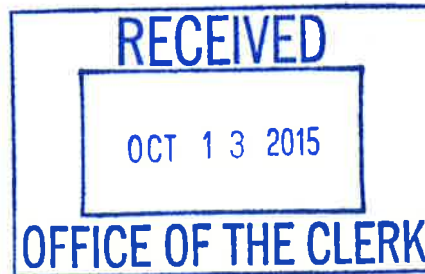
**DEPARTMENT OF TRANSPORTATION**

DISTRICT 9  
500 SOUTH MAIN STREET  
BISHOP, CA 93514  
PHONE (760) 872-0778  
FAX (760) 872-0753  
TTY 711  
www.dot.ca.gov



*Serious Drought.  
Serious drought.  
Help save water!*

October 6, 2015



09-MNO-395  
PM 46.8  
EA 35390  
09-1200-0020  
Vacation #215

Mono County Board of Supervisors  
PO Box 715  
Bridgeport, CA 93517

Enclosed is a certified copy of a recent California Transportation Commission Vacation Resolution for Vacation #215 covering a portion of Material Site 190, Baseline Pit, lying easterly of MNO-395 just north of the northerly intersection with State Route 158. The resolution was recorded on September 23, 2015 in Mono County Records as Document 2015003733. Also enclosed is a map depicting said vacation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sereyna Cagle".

SEREYNA CAGLE  
Right of Way Engineer

Enclosure

**TRANSPORTATION COMMISSION  
RESOLUTION No. A903**

PASSED BY

**CTC**

**AUG 27 2015**

CALIFORNIA  
TRANSPORTATION COMMISSION

VACATION OF STATE HIGHWAY RIGHT OF WAY EASEMENT  
IN THE COUNTY OF MONO, ROAD 9-MNO-395-PM 46.8  
REQUEST NO. 215

WHEREAS, a portion of a State highway material site easement within the County of Mono, along Route 395 at Material Site Number 190, approximately 0.8 miles north of Route 120, hereinafter particularly described, is no longer needed for State highway purposes; and

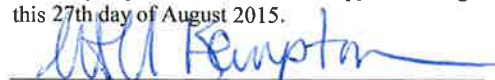
WHEREAS, this Commission has found and determined, and does hereby find and determine, that the portion of material site easement hereinafter described is no longer necessary for State highway purposes, and that it is desirable and in the public interest that the same be vacated, and that such vacation will not cut off all access to public highways of adjoining property;

NOW, THEREFORE, IT IS VOTED by the California Transportation Commission, that it vacate, and it does hereby

vacate, a portion of the material site easement for said State highway purposes, in the County of Mono, described as follows:

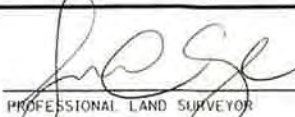

That portion of highway right of way in the County of Mono labeled SEGMENT 1 through SEGMENT 4, inclusive, as delineated and hatched on maps filed July 23, 2015, in State Highway Map Book 3 at page 67, in the Office of the County Recorder of Mono County.

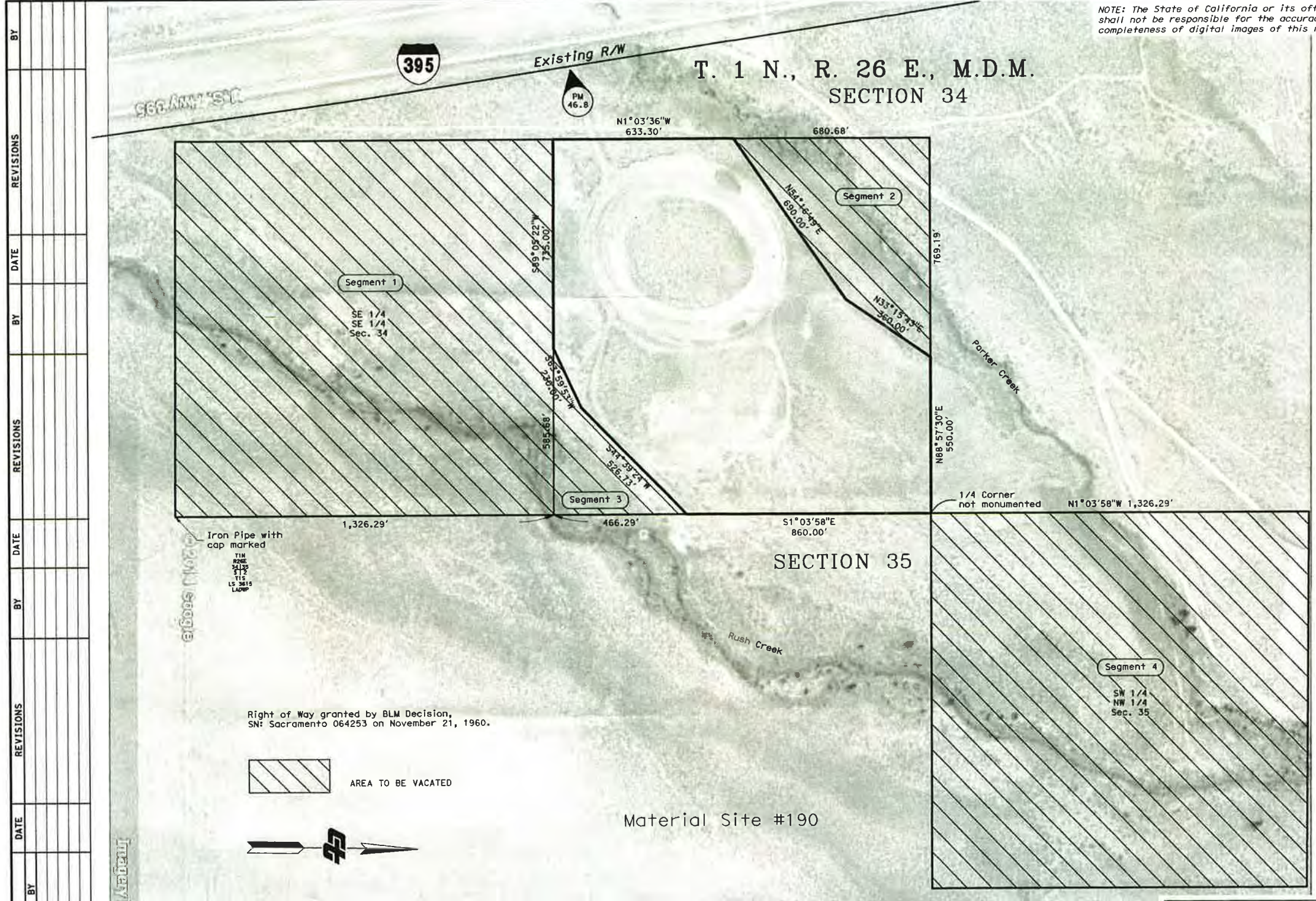
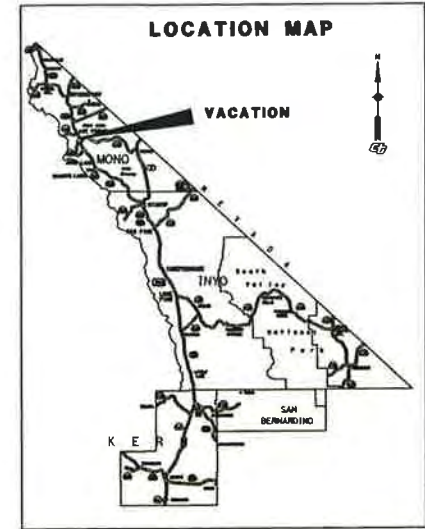
THIS IS TO CERTIFY that the foregoing resolution was duly passed by the California Transportation Commission at its meeting regularly called and held on the 27th day of August 2015 in the city of San Diego and that the foregoing is a full and correct copy of the original resolution. Dated this 27th day of August 2015.



WILL KEMPTON, Executive Director  
CALIFORNIA TRANSPORTATION COMMISSION

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

  
 PROFESSIONAL LAND SURVEYOR  
 No. 8175  
 Exp. 12/31/16  
 DATE 7-13-2015  




Right of Way granted by BLM Decision, SN: Sacramento 064253 on November 21, 1960.

AREA TO BE VACATED

Material Site #190

NOTE: STATES RIGHTS ARE NOT EXTINGUISHED UNTIL RECORDATION OF RELATED CTC RESOLUTION.

FILED JULY 23, 2015 IN MONO COUNTY RECORDS IN STATE HIGHWAY MAP BOOK 3, PAGE 67 AT THE REQUEST OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION PER SECTIONS 128 AND 129 OF THE STREETS AND HIGHWAYS CODE.

BY	REVISIONS	DATE	BY	REVISIONS	DATE	BY	REVISIONS	DATE	BY	REVISIONS	DATE	BY	REVISIONS	DATE

PARCEL#	TITLE CODE	GRANTOR/GRANTEE	AREAS (square feet or as noted)					REMARKS	RECORDATION				
			TOTAL	REQUIRED	[UF]	EXCESS	[UF]		REMAINDER	TYPE	DATE	DOC.#	
MS 190	E	U.S.A. B.L.M.	120 ac.					Decision : Sac 064253	MAP	11/21/1960			

GRANTOR NOTES	NOTES
① Areas shown exclude underlying fee in the adjoining public way. Ac=acres Indicates Underlying Fee (UF) Area Indicates Indeterminate UF ② TITLE CODES: A=Access Rights Only F=Fee E=Easement (Ease) TCE=Temp Construction Ease T=Other Temp Ease (see Remarks) O=Other (see Remarks) ③ TYPE: OD=Grant deed ED=Easement deed OC=Outclaim DD=Director's deed DE=Director's easement deed DK=Director's quitclaim deed FOC=Final Order of Condemnation HE=Highway easement deed REL=Relinquishment VAC=Vacation JUA=Joint use agreement CCUA=Consent to common use agreement ④ Document or Instrument number	Coordinates and bearings are on CC5 NAD 83 (1991.35) Zone 3. Distances and stationing are grid distances. Divide by 0.99961137 to obtain ground distances. All distances are in feet unless otherwise noted.  <b>LEGEND</b> [---] Access Prohibited [---] Access Superseded [---] Existing R/W Superseded [---] Access Opening (Private) (R) Indicates Radial Bearing ● Indicates Found Monument as noted ○ Indicates calculated point. (Does not imply monument set) [ ] Title to State [ ] Required for Others

STATE OF CALIFORNIA  
 CALIFORNIA STATE TRANSPORTATION AGENCY  
 DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY VACATION MAP 215**  
  
 FOR PREVIOUS R/W INFORMATION SEE MAP(S) in MS #190 Folder  
 SCALE: 1" = 200'  
 FEET 0 100 200 400 600  
 TO DESIGN: 5/6/15 EA(s): 09-35390 FA#:   
 DRAFTED BY: SCC CHECKED BY:   

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
09	MNO	395	46.8	1	1



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     October 20, 2015

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT**             Letter from Bureau of Land  
                                 Management

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Letter and information dated October 6, 2015 received from the Bureau of Land Management regarding the implementation of sagebrush restoration in the Bodie Hills.

**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

[Letter from Bureau of Land Mgmt](#)

[Worksheet](#)

[Decision Record](#)

History

Time

Who

Approval

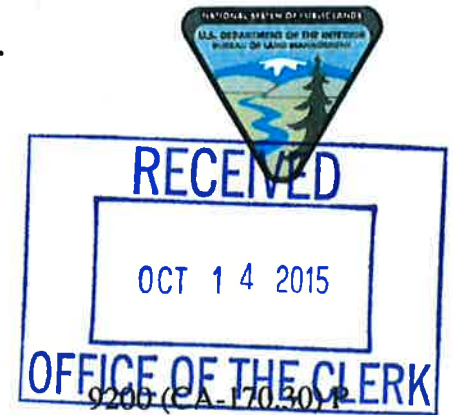
10/14/2015 3:45 PM	County Administrative Office	Yes
10/14/2015 5:50 PM	County Counsel	Yes
10/14/2015 2:20 PM	Finance	Yes



**United States Department of the Interior  
BUREAU OF LAND MANAGEMENT**

Bishop Field Office  
351 Pacu Lane Suite 100  
Bishop, California 93514  
[www.blm.gov/ca/bishop](http://www.blm.gov/ca/bishop)

October 6, 2015



Dear Interested Party,

I have decided to implement sagebrush restoration treatments on 1,272 acres of public land in the Mormon Meadows/Bridgeport Canyon vicinity of the Bodie Hills in Mono County, California. A copy of the Decision Record and supporting Determination of Land Use Plan Conformance and NEPA Adequacy for this project are enclosed. In brief, this decision approves the implementation of sagebrush restoration treatments in two separate project areas (Mormon Meadows and Bridgeport Canyon) in the Bodie Hills. Treatment will involve the removal of sparse, young pinyon and juniper trees that have expanded into otherwise open sagebrush plant communities in these areas.

The enclosed decision is based on my previous decision regarding the overall Bodie Hills Upland Vegetation Restoration Project that was issued on March 31, 2015. The Decision Record, Finding of No Significant Impact and Programmatic Environmental Assessment for the overall project are available on the BLM Bishop Field Office website at [http://www.blm.gov/ca/st/en/fo/bishop/bodie\\_hills\\_dr\\_update.html](http://www.blm.gov/ca/st/en/fo/bishop/bodie_hills_dr_update.html).

Project implementation will maintain and improve the ecological condition and resiliency of ecologically departed and at risk sagebrush steppe plant communities in the Mormon Meadows/Bridgeport Canyon vicinity in support of the overall Bodie Hills Upland Vegetation Restoration Project. Project implementation will also improve habitat conditions for sagebrush steppe associated plants and animals, including sagebrush dependent wildlife species, with limited effects on other resource values in the project vicinity.

If you have any questions regarding this project please contact Heather Stone, the project leader at 760-873-2561 or via email at [hstone@blm.gov](mailto:hstone@blm.gov). You may also contact me regarding this project at 760-872-5011 or via email at [snelson@blm.gov](mailto:snelson@blm.gov).

Thank you for your continued interest in the long-term conservation and management of the Bodie Hills.

Sincerely,



**Steven Nelson**  
**Bishop Field Manager**

**Enclosures:**

**Decision Record**  
**Determination of Land Use Plan Conformance and NEPA Adequacy**





United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Bishop Field Office  
351 Pacu Lane Suite 100  
Bishop, California 93514  
www.blm.gov/ca/bishop



Worksheet

---

Determination of Land Use Plan Conformance and NEPA Adequacy (DNA)

DOI-BLM-CAC-070-2015-0035-DNA  
Bodie Hills Upland Vegetation Restoration Project  
2015 Sagebrush Steppe Restoration Treatments

**Location/Legal Description:** Mormon Meadows/Bridgeport Canyon Vicinity, Bodie Hills, Mono County, California; Bishop RMP Bodie Hills Management Area; T3N, R25E, Portion of E ¼ Section 1; T3N, R26E, Portions of Sections 5 & 6; T4N, R26E, Portions of S ¼ Sections 31 & 32; T3N, R26E, Portions of SE ¼ Section 9, Portion of W ¼ Section 14, Portion of Section 15, Portion of NE ¼ of NE ¼ Section 21, and Portion of NW ¼ Section 22; MDB&M

**Applicant:** N/A - Bishop Field Office Project

**A. Describe the Proposed Action**

Project Overview

The Bureau of Land Management (BLM) Bishop Field Office proposes to remove low density single leaf pinyon pine (*Pinus monophylla*) and juniper (*Juniperus ssp.*) trees (approximately 2 trees per acre on average) that have expanded into sagebrush steppe vegetation communities (ecological systems) in the Mormon Meadows/Bridgeport Canyon vicinity of the Bodie Hills in Mono County, California. The proposed project areas include 1,272 acres of public land located south of California State Highway 270 (Bodie Road) and east of Bridgeport Canyon Road, 9 to 13 miles southeast of the town of Bridgeport (Figure 1).

Pinyon, and to a lesser extent juniper, trees have expanded into characteristically open sagebrush steppe vegetation communities in these areas altering the ecological condition and resiliency of these ecological systems. Tree expansion into these areas has also reduced habitat quality for sagebrush steppe associated plants and animals,

including sagebrush dependent wildlife species such as greater sage-grouse (*Centrocercus urophasianus*), pygmy rabbit (*Brachylagus idahoensis*) and American pronghorn (*Antilocapra americana*).

The purpose of the proposed project is to maintain and improve the ecological condition and resiliency of ecologically departed and at risk sagebrush steppe vegetation systems in the Mormon Meadows/Bridgeport Canyon vicinity by implementing site-specific upland vegetation restoration treatments consistent with the requirements specified in the Decision Record for the Bodie Hills Upland Vegetation Restoration Project (USDI BLM 2015c). The project is needed to support the larger goal of maintaining and improving the ecological condition and resiliency of the most ecologically departed and at risk upland vegetation systems in the Bodie Hills at a landscape scale. The project is also needed to prevent, and/or minimize, future increases in ecological departure, future conversions to uncharacteristic vegetation classes and invasion by non-native species, and the long-term loss of overall ecosystem resiliency while restoring some of the natural range of variability to the upland vegetation systems that comprise the Bodie Hills (USDI BLM 2015c).

The proposed sagebrush steppe restoration treatments are based on a landscape level, Programmatic Environmental Assessment and associated Finding of No Significant Impact and Decision Record for the Bodie Hills Upland Vegetation Restoration Project (USDI BLM 2015a, b and c). Restoration treatment design, implementation and monitoring would conform to all applicable requirements specified in the Decision Record for the Bodie Hills Upland Vegetation Restoration Project (USDI BLM 2015c).

Project implementation would maintain and improve the ecological condition and resiliency of ecologically departed and at risk sagebrush steppe vegetation systems in the Mormon Meadows/Bridgeport Canyon vicinity. Project implementation would also improve habitat conditions for sagebrush steppe associated plants and animals, including sagebrush dependent wildlife species, with negligible disturbance to existing sagebrush cover. Implementation of the proposed treatments would have limited effects on other resource values in the project vicinity (USDI BLM 2015a, b and c).

#### Proposed Restoration Treatment Unit Descriptions

The proposed sagebrush steppe restoration treatment units were selected according to the site selection criteria specified in Appendix 2 of the Decision Record for the Bodie Hills Upland Vegetation Restoration Project (USDI BLM 2015c). The ecological systems, project objectives and strategies, vegetation classes to be treated, and acreages proposed for treatment within these units also conform to the requirements in Appendix 1 of the Decision Record for the Bodie Hills Upland Vegetation Restoration Project (USDI BLM 2015c).

The Mormon Meadows restoration treatment unit is 742 acres in size and comprised of public lands located south of California State Highway 270 (Bodie Road) at Mormon Meadows and west of the Bridgeport Canyon Road (Figure 1). Elevations range from

7,100 to 7,900 feet. It is generally gently sloping. All the steeper canyon areas with shallower soils and persistent pinyon-juniper woodlands have been excluded from the unit. Aspects are generally northwest to northeast facing. Both single leaf pinyon and juniper (primarily Utah juniper (*Juniperus osteosperma*) with occasional Sierra juniper (*Juniperus occidentalis ssp. australis*)) occur in the unit. Pinyon-juniper expansion in the Mormon Meadows unit is in the very early stages and total cover of pinyon-juniper is about 0.4%, or less than 1 tree per acre on average. Trees are typically small (<10 feet tall) and less than 80 years old based on coring of sample trees and an ocular estimate throughout the unit.

The Bridgeport Canyon restoration treatment unit is 530 acres in size and comprised of public lands located west of the Bridgeport Canyon Road above Coyote Spring. Elevations range from 7,100 to 7,800 feet. It is generally gently sloping and bisected by the Coyote Spring drainage. Rockier ridgetops with shallower soils and scattered older trees have been excluded from the unit. Aspects are generally southeast to northeast facing along the Coyote Creek drainage which flows to the east. Both single leaf pinyon and juniper (primarily Utah juniper with occasional Sierra juniper) occur in the unit, although pinyon is the dominant conifer in this unit. Several individual Jeffrey pine (*Pinus jeffreyi*) saplings have been identified in the unit and would be excluded from treatment. Pinyon-juniper expansion in the Bridgeport Canyon unit is in the early stages, with cover slightly higher than in the Mormon Meadows Unit. Total pinyon-juniper cover in the Bridgeport Canyon unit is about 1.8%, or 4 trees per acre on average. Trees are typically small (<10 feet tall) and less than 80 years old based on coring of sample trees and an ocular estimate throughout the unit.

Upland vegetation in both proposed restoration treatment units is dominated by the Montane Sagebrush Steppe ecological system, intermixed with patches of Low Sagebrush and a few valley bottom areas of Basin Wildrye-Big Sagebrush. Adjacent persistent pinyon-juniper woodlands have been excluded from the units. A few meadow and riparian patches are included in the units. Trees that occur in the uplands immediately adjacent to these ecological systems would be treated, but trees that are entirely in the riparian or meadow areas would be excluded.

Within these units, a total of 1,272 acres of public land in the earliest stages of tree-expansion into these sagebrush steppe ecological systems would be searched for pinyon and juniper trees, and where these trees occur they would be removed. Due to the low density and scattered distribution of trees in these units, tree removal would directly affect between 13 - 63 acres, or 1 - 5% of the total project area (1,272 acres). Table 1 provides a summary of the area that would be directly affected by the proposed tree removal based on the most current tree cover data provided by the U.S. Geological Survey (USGS 2014a and b). Table 2 provides a summary of the area of each vegetation type (ecological system) within the proposed treatment units based on the best available mapping of ecological systems in the Bodie Hills (USDI BLM 2008).

**Table 1. Area affected by restoration treatment unit.**

	<b>Total</b>	<b>Mormon Meadows</b>	<b>Bridgeport Canyon</b>
<b>Total area within unit boundaries</b>	1,272 acres	742 acres	530 acres
<b>Area of direct effect/disturbance*</b>	13 - 63 acres	3 - 37 acres	9 - 26 acres

\* Two methods were used to calculate the actual cover of pinyon and juniper in the units resulting in the ranges reported. Both methods used a remotely sensed data from the USGS which mapped pinyon-juniper cover. The minimum value is calculated from actual pixels mapped as pinyon-juniper. The upper range comes from the data classified into cover ranges and assumes the maximum cover in each class for the entire area. Though likely an overestimate, the maximum provides a reasonable upper bound of potential direct effect/disturbance.

**Table 2. Acreage of each vegetation type (ecological system) within the project area.**

<b>Ecological System</b>	<b>Total area within unit boundaries</b>	<b>Mormon Meadows Unit</b>	<b>Bridgeport Canyon Unit</b>
Basin Wildrye-Big Sagebrush	12	1	11
Low Sagebrush	209*	169	41
Montane Sagebrush Steppe	1039*	563	475
Riparian <sup>†</sup>	3	1	2
Wet Meadow <sup>†</sup>	9	8	1
<b>TOTAL</b>	<b>1272</b>	<b>742</b>	<b>529*</b>

\* Totals can differ from column or row sum due to rounding.

<sup>†</sup> Any pinyon and juniper trees are actually within the riparian and wet meadow ecological systems would not be cut. Most occur outside the riparian in the adjacent upland types.

The proposed restoration treatment units are in areas with a high probability of success for the proposed treatment because they are in the earliest stages of pinyon-juniper expansion; they are also in resilient sagebrush steppe sites (Chambers et al. 2014, Roundy et al. 2014). These units were also identified as two of the highest priority units for conifer removal by the Bi-State Technical Advisory Committee, an interagency group of scientists and technical specialists that advise the Bi-State Executive Oversight Committee regarding efforts to conserve greater sage-grouse in the Bi-State area of eastern California and western Nevada. The entire Mormon Meadows unit and 68% (362 acres) of the Bridgeport Canyon unit are within 2 miles of active sage-grouse leks; making them a priority for sagebrush habitat restoration pursuant to the Bishop RMP (USDI BLM 1993). Both units are also within and immediately adjacent to currently occupied sage-grouse habitat in the Bodie Population Management Unit (PMU). Finally, the proposed restoration treatment units and associated treatment methods were selected to minimize conflicts and avoid potential adverse effects as prescribed in the Decision Record for the Bodie Hills Upland Vegetation Restoration Project (USDI BLM 2015c).

For sagebrush steppe dependent species that avoid trees such as greater sage-grouse, pygmy rabbit and American pronghorn, tree removal would improve habitat conditions on a maximum of 1,272 acres (Mormon Meadows: 742 acres and Bridgeport Canyon: 530 acres). Tree removal would also reverse the expansion of pinyon and juniper into

these areas and prevent the conversion of these areas to uncharacteristic woodlands that would not be present under a more natural disturbance regime.

Both proposed restoration treatment units have the potential to provide quality sage-grouse habitat during the spring breeding, nesting and early brood periods, and the summer and fall seasons based on slope, aspect, vegetation types, and proximity to currently occupied habitat and active leks. These units also have the potential to improve connectivity between the western portion of the Bodie PMU and the core of the PMU to the east, as well with lower elevation habitat in the Mono Basin to the south. The complex mosaic of big sagebrush (*Artemisia tridentata*) and low sagebrush (*Artemisia arbuscula*) with meadow and riparian patches occurring within, and immediately adjacent to, these units is typical of high quality sage-grouse habitat found elsewhere in the Bodie Hills.

### Proposed Restoration Treatment Methods

The proposed restoration treatment methods outlined below were selected according to the allowable treatment methods and method selection criteria specified in Appendix 2 of the Decision Record for the Bodie Hills Upland Vegetation Restoration Project (USDI BLM 2015c). The proposed treatment methods also conform to the approved maximum treatable acreage and allowable treatment methods by ecological system consistent with project objectives and strategies, and vegetation classes to be treated as specified in Appendix 1 of the Decision Record for the Bodie Hills Upland Vegetation Restoration Project (USDI BLM 2015c).

Pinyon and juniper trees within the proposed sagebrush steppe restorations units would be cut using hand operated tools such as chainsaws, hand saws or loppers by crews working on foot. All pinyon and juniper trees within the treatment units described above would be removed with the exception of a small number of trees that would be retained for visual or other resource concerns. The retained trees would include any trees with the characteristics of a tree over 150 years old (Tausch et al. 2009). Persistent pinyon-juniper woodlands are not targeted for treatment; therefore few older trees exist within the planned treatment units. However, where older trees do occur within the unit boundaries they would be retained. Most of the older trees that would be retained occur along the edges of the proposed sagebrush steppe restoration treatments units where there is a transition to persistent woodlands.

In portions of the treatment units with larger trees and higher tree densities, cut trees would be hand piled and burned to avoid negative effects on fuel loading, wildlife use and aesthetics. Piles would be built anywhere there is enough material to construct a pile 6 feet or greater in height by crews working on foot. After settling, piles would be no greater than 5 feet high and 10 feet in diameter at the time they are burned. Wherever possible, piles would be constructed on top of cut stumps and openings created by the removal of larger trees. Where this is not possible, piles would be constructed in natural openings. Pile construction in low sagebrush sites would be avoided where possible by adding cut material from these sites to piles constructed in adjacent big sagebrush sites, or by constructing new piles in natural openings within adjacent big sagebrush sites.

Piles would be burned during the fall, winter, or early spring under conditions specified in an approved prescribed burn plan. If post pile-burn monitoring indicates that the native seedbank is not responding, locally collected native species would be hand seeded or planted within the pile burn footprints to prevent invasion by cheatgrass or other non-native species.

Where smaller and/or more widely spaced trees occur within the treatment units, trees would be cut and scattered into big sagebrush sites so that nothing protrudes above the brush layer.

Restoration treatment design, implementation and monitoring would conform to all applicable requirements specified in the Decision Record for the Bodie Hills Upland Vegetation Restoration Project (USDI BLM 2015c). Design features and monitoring requirements that would be incorporated into the proposed action are listed in Appendix A of this DNA.

Hand removal of pinyon and juniper is a very low impact method to restore sagebrush steppe ecological systems without disturbing the sagebrush layer. Consistent with requirements specified in the Decision Record for the Bodie Hills Upland Restoration Project, it was selected because it is the preferred treatment method “where there are increasing pinyon and juniper and the goal is to maintain shrub cover, for example in sage-grouse habitat” (USDI BLM 2015c). It is also being “applied ... in the earlier stages of pinyon and juniper expansion where trees are smaller, densities are lower, and the need for slash treatment is minimized” as specified in that decision.

## **B. Land Use Plan Conformance**

The proposed action is subject to the *Bishop Resource Management Plan (RMP)*, approved March 25, 1993, as amended by the *Bishop Fire Management Plan (FMP)*. The proposed action has been reviewed and found to conform to the land use plan terms and conditions as defined at 43 CFR 1601.0-5(b) and as required by 43 CFR 1610.5-3.

The proposed action conforms to, and is consistent with, the Bishop RMP as amended by the Bishop FMP because it was specifically developed to implement all applicable land use plan guidance including General Policies, Area Manager’s Guidelines, Valid Existing Management, Standard Operating Procedures, Decisions and Support Needs prescribed by the RMP. Bishop RMP guidance that specifically supports implementation of proposed action includes but is not limited to:

- Area Manager’s Guidelines (pg. 9): “4. Vegetation will be a key element in the plan and management will be directed toward the achievement of desired plant community goals.” The proposed action is designed to maintain and improve the ecological condition in site-specific sagebrush steppe restoration treatment units as part of a larger effort to maintain and improve the ecological condition and resiliency of the most ecologically departed and at risk upland vegetation systems in the Bodie

Hills at a landscape scale. The proposed action would implement this Area Manager's Guideline.

- **Standard Operating Procedures: Wildlife (pg. 12):** “3. Manage candidate species, sensitive species and other species of management concern in a manner to avoid the need for listing as state or federal endangered or threatened species.” The proposed action is designed to improve habitat quality for sagebrush steppe dependent species in site-specific vegetation restoration treatment units as part of a larger effort to maintain and improve the ecological condition and resiliency of the most ecologically departed and at risk upland vegetation systems in the Bodie Hills at a landscape scale. The Bi-State distinct population segment (DPS) of the greater sage-grouse is a sagebrush steppe dependent wildlife species and a BLM designated sensitive species of particular management concern in the Bodie Hills. The proposed sagebrush steppe restoration treatment units are in priority sage-grouse habitat. The proposed action would implement this Standard Operating Procedure.
  
- **Area-Wide Decisions (pg. 17):**
  - “Manage all activities to conform with Visual Resource Management (VRM) standards.” Design features are included in the proposed action to ensure conformance to VRM standards required by this Area-Wide Decision. A visual contrast rating analysis was completed for both units. Based on that analysis, implementation the proposed treatments would meet VRM Class II and Class III standards.
  
  - “Protect and enhance unique or important vegetation communities and wildlife habitats.”
    - “Increase to 60% the amount of sagebrush habitat within 2 miles of leks that has optimum characteristics for sage-grouse.”
  
    - “Manage sagebrush-bitterbrush areas within 2 miles of sage-grouse leks to meet desired plant community goals.”

The proposed sagebrush steppe restoration treatments would improve sage-grouse habitat within 2 miles of leks.

The proposed action would occur in the Bodie Hills Management Area and also conforms to, and is consistent with, the following management area specific land use plan guidance:

- **Bodie Hills Management Area (pgs. 30-34):** The proposed action conforms to VRM standards, helps meet Desired Plant Community goals, and conforms to seasonal protection requirements for sage-grouse breeding, nesting and wintering habitats. Design features are included in the proposed action to avoid

adverse effects to important resource values and to ensure conformance with all management area specific decisions for the Bodie Hills Management Area.

**C. Identify applicable NEPA documents and other related documents that cover the proposed action.**

Bodie Hills Upland Vegetation Restoration Project, Programmatic Environmental Assessment (PEA), DOI-BLM-CAC-070-2011-0032-EA: January, 2015  
Finding of No Significant Impact (FONSI): March 6, 2015  
Decision Record (DR): March 31, 2015

**D. NEPA Adequacy Criteria**

**1. Is the current proposed action a feature of, or essentially similar to, an alternative analyzed in the existing NEPA document(s)? Is the project within the same analysis area, or if the project location is different, are the geographic and resource conditions sufficiently similar to those analyzed in the existing NEPA document(s)? If there are differences, can you explain why they are not substantial?**

Yes. The proposed action is a feature of an alternative analyzed in, and the alternative selected for implementation from, the PEA for the Bodie Hills Upland Vegetation Restoration Project (DOI-BLM-CAC-070-2011-0032-EA) and associated FONSI referenced in Section C above. The action would occur within the same project area and within upland vegetation types (ecological systems) and classes specifically considered and analyzed for the sagebrush steppe restoration treatments proposed herein.

The proposed action conforms to the Bishop RMP as amended by the Bishop FMP as required by the DR for the Bodie Hills Upland Vegetation Restoration Project referenced in Section C above. The ecological systems, project objectives and strategies, vegetation classes to be treated, and acreages proposed for treatment herein also conform to the requirements in Appendix 1 of that decision. In addition, the proposed action fully incorporates and conforms to the site selection criteria, allowable treatment methods, method selection criteria, design features and monitoring requirements specified in Appendix 2 of that decision.

In summary, the PEA and associated FONSI and DR for the Bodie Hills Upland Vegetation Restoration Project (USDI BLM 2015a, b and c) referenced in Section C fully analyzed and considered the effects of the current proposed action.



**2. Is the range of alternatives analyzed in the existing NEPA document(s) appropriate with respect to the current proposed action, given current environmental concerns, interests, and resource values?**

Yes. The alternatives analyzed in the PEA (DOI-BLM-CAC-070-2011-0032-EA) were developed specifically to consider and evaluate the effects of the sagebrush steppe restoration treatments currently proposed. No new environmental concerns, interests, or resource values that would change the range of alternatives analyzed in the PEA have been identified or developed since it was completed and the associated FONSI and DR were approved.

**3. Is the existing analysis valid in light of any new information or circumstances (such as, rangeland health assessments, recent endangered species listings, and updated lists of BLM-sensitive species)? Can you reasonably conclude that new information and new circumstances would not substantially change the analysis of the current proposed action?**

Yes. When the PEA (DOI-BLM-CAC-070-2011-0032-EA) was completed in January 2015, the Bi-State distinct population segment (DPS) of the greater sage-grouse (*Centrocercus urophasianus*) was proposed for federal listing as threatened and 1.8 million acres were proposed for designation as critical habitat. On April 23, 2015, the U.S. Fish and Wildlife Service published a decision withdrawing their proposals to list, and designate critical habitat for, the Bi-State DPS (USDI FWS 2015). The decision to withdraw the proposals to list, and designate critical habitat for, the Bi-State DPS of the greater sage-grouse does not alter the conclusions reached in the PEA that conifer removal will benefit sage-grouse and other sagebrush steppe dependent species.

In addition, site-specific cultural resource surveys have been completed within the proposed vegetation restoration treatment units and Bishop Field Office cultural resources staff have determined that there would be no adverse effect to cultural or historic resources as a result of this undertaking (see Cultural Resource Inventory Report CA-170-15-30).

The existing analysis is valid for the current proposed action; circumstances have not changed in a manner that would require re-analysis.

**4. Are the direct, indirect, and cumulative effects that would result from implementation of the current proposed action similar (both quantitatively and qualitatively) to those analyzed in the existing NEPA document?**

Yes. The current proposed action is identical to the actions analyzed in the PEA (DOI-BLM-CAC-070-2011-0032-EA). The direct, indirect, and cumulative effects are the same for all resources as were disclosed in the original PEA. The same design features would be applied to minimize or avoid impacts. The existing PEA was written at the programmatic level and analyzed effects throughout the Bodie Hills, including the areas currently proposed for treatment. Because the environmental review was conducted at

the programmatic level, it did not specifically identify these units, but the conditions within these units are the same as those analyzed in the PEA. The vegetation types (ecological systems) and vegetation states to be treated in these units were all analyzed for the proposed treatment methods in the PEA. There are no site-specific impacts that differ from those analyzed and disclosed in the PEA. In addition, the PEA analyzed a landscape scale program of upland vegetation restoration treatments and the cumulative effects of past and future vegetation restoration treatments in the Bodie Hills were fully analyzed and disclosed. There are no newly approved projects in the analysis area that would contribute to cumulative effects that were not addressed in the PEA.

**5. Are the public involvement and interagency review associated with existing NEPA document(s) adequate for the current proposed action?**

Yes. The public involvement and interagency review associated with the existing NEPA document (DOI-BLM-CAC-070-2011-0032-EA) was long and extensive. The effort began in 2007 with a public process to assess the environmental conditions across the Bodie Hills landscape, moving into a formal NEPA process that began in 2013 and was completed in early 2015. Public involvement and interagency review have been ongoing during the site-specific implementation phase and a public field trip to the proposed sagebrush steppe restoration treatment units was held on August 12, 2015. Eight members of the public including agency representatives and adjacent landowners attended. No new issues or information was brought to light by the individuals or agency representatives that attended the field trip. In addition, no written comments have been received from individuals or agencies that either attended the field trip and/or received the letter describing the current proposal.

**E. Persons/Agencies/BLM Staff Consulted.**

Sherri Lisius, BLM Wildlife Biologist  
William Kerwin, BLM Archaeologist  
Martin Oliver, BLM Botanist  
Larry Primosch, BLM Realty Specialist  
Heather Stone, BLM/USFS Interagency Vegetation Management Planner  
Sue Farley, BLM/USFS Interagency Vegetation Management Program Manager  
Dale Johnson, BLM Supervisory Natural Resource Specialist  
Tim Taylor, CDFW Wildlife Biologist, Mono County Unit  
Josh Heitzmann, CDPR Ranger, Bodie State Historical Park  
Jeanne Chambers, USFS Research Ecologist, Rocky Mountain Research Station

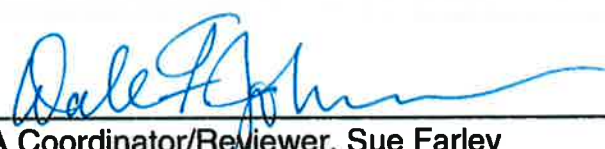
Note: Refer to PEA DOI-BLM-CAC-070-2011-0032-EA dated January, 2015 for a complete list of the team members participating in the preparation of the supporting environmental analysis.

**F. Conclusion**

Based on the review documented above, I conclude: 1) that this proposal conforms to, and is consistent with, the applicable land use plan; and 2) that the existing NEPA documentation fully covers the proposed action and constitutes BLM's compliance with the requirements of the NEPA.

  
\_\_\_\_\_  
Project Lead, Heather Stone  
Interagency Vegetation Management Planner

9/28/2015  
Date

*for*   
\_\_\_\_\_  
NEPA Coordinator/Reviewer, Sue Farley  
Supervisory Natural Resource Specialist,  
Interagency Vegetation Management Program Manager

9/28/2015  
Date

  
\_\_\_\_\_  
Responsible Official, Steven Nelson  
Bishop Field Manager

9/28/2015  
Date

Note: The signed Conclusion on this Worksheet is part of an interim step in the BLM's internal decision process and does not constitute an appealable decision (BLM National Environmental Policy Handbook H-1790-1 2008).

**G. Decision**

A separate Decision Record for the proposed action will be issued based on this Determination of Land Use Plan Conformance and NEPA Adequacy (DNA) and will be subject to appeal pursuant to 43 CFR Part 4 (USDI BLM 2015c). The Decision Record will include a description of Administrative Remedies that may be available to those that believe they may be adversely affected by implementation of the proposed action.

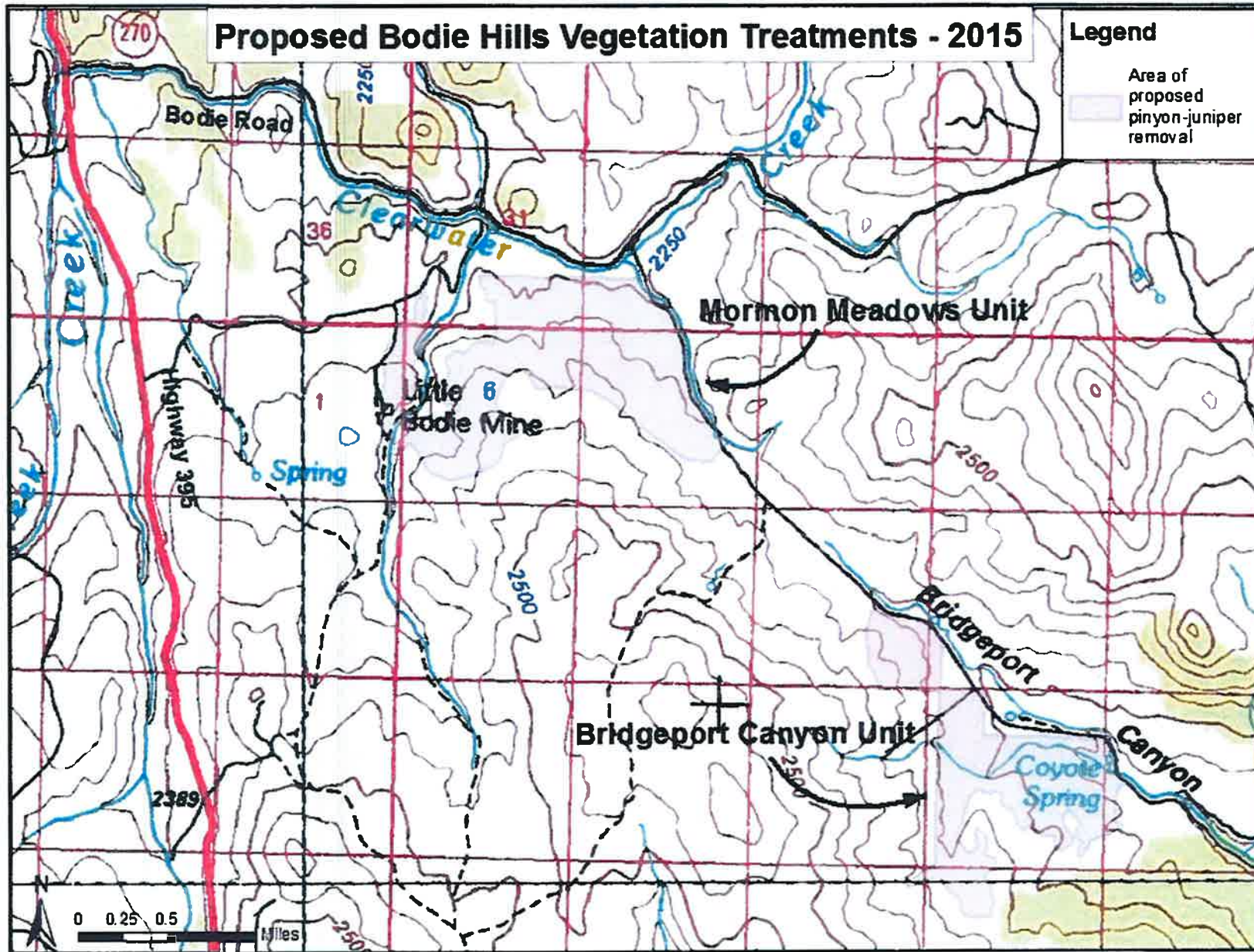


Figure 1. Map of proposed sagebrush steppe restoration units.

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US Department of the Interior, Bureau of Land Management, Bishop Field Office (USDI BLM). 2015c. Decision Record for the Bodie Hills Upland Vegetation Restoration Project. Bishop, CA, March 31, 2015.

US Department of the Interior, Fish and Wildlife Service (USDI FWS). 2015. April 23. 50 CFR Part 17 Endangered and Threatened Wildlife and Plants; Withdrawal of the proposed rule to list the Bi-State distinct population segment of greater sage-grouse and designate critical habitat. 80 Federal Register 22828.

US Geological Survey, Western Ecological Research Center, Dixon Field Station, Dixon, CA. 2014a. DRAFT Desert Creek Conifers GIS raster file.

US Geological Survey, Western Ecological Research Center, Dixon Field Station, Dixon, CA. 2014b. DRAFT Bi-State Conifer Phases GIS raster file.

## **Appendix A: Applicable Design Features and Monitoring Requirements from the Bodie Hills Upland Vegetation Restoration Decision Record**

The following design features and monitoring requirements were taken from the Decision Record for the Bodie Hills Upland Vegetation Restoration Project (USDI BLM 2015c). Not all of the design features from that decision are applicable to the upland vegetation restoration treatments in the current proposed action, so the numbering is not sequential. The original numbering system was maintained for reference.

### *Air Quality*

1. Prior to conducting any prescribed fire operations, the appropriate permits must be obtained from the Great Basin Unified Air Pollution Control Board (GBUAPCB).
2. All prescribed fire operations shall adhere to "Burn" or "No Burn" day restrictions as determined by the California Air Resources Board (CARB).
3. Prescribed fire operations may only be conducted when meteorological conditions favor smoke dispersal away from Class I Airsheds.
4. Prescribed fire operations may only be conducted when meteorological conditions minimize the likelihood of nuisance smoke in communities.

### *Cultural Resources*

1. Cultural resources within treatment units will be identified and evaluated prior to approval. This will be accomplished through a records search of previously identified resources, tribal consultation, and an intensive cultural resource survey within the Area of Potential Effect (APE). Formal tribal consultation will be initiated early in the planning process in order to identify Traditional Cultural Places, Sacred Sites, and properties of traditional and religious significance to the tribes that may be affected by a site-specific treatment. The findings from these identification efforts will be evaluated and documented in a Cultural Resource Inventory Report consistent with BLM guidelines.
2. Following the identification and evaluation of cultural resources within the APE of a proposed treatment, protection measures will be implemented in order to mitigate potential impacts to cultural resources below the threshold of an adverse effect. These efforts will emphasize avoidance through project redesign, but may also include site-specific protection measures. The scheduling of proposed treatments will be designed so as not to impede Native American access to ceremonial sites or areas of traditional use.
3. A combination of site-specific Standard Resource Protection Measures (SRPM) may be used to protect cultural resources during project implementation. These measures are consistent with those detailed in the Supplemental Procedures for Sage Steppe Ecosystem Restoration (USDI BLM 2014d) to the CA BLM Protocol Agreement (USDI

BLM 2014c). Site location information and SRPM prescriptions shall be conveyed in writing and depicted on maps by the field office cultural resources staff to the project planner. Active monitoring of SRPM during the proposed activity will be used to determine protection measure effectiveness and to guide future protection strategies.

4. SRPMs for vegetation management shall include but not be limited to:

a. Flag and avoid with buffering to establish protective boundary, edge feathering/gradual reduction of vegetation.

b. Lop and scatter with constraints on heavy fuel loads left on archaeological sites.

c. Hand treatment on archaeological sites in areas of heavy/dense vegetation where the hand treatment will not impact archaeological data associated with the site.

d. Areas may be left untreated where high site densities of archaeological sites have been identified.

#### *Invasive Plants*

1. Treatment units will be surveyed for invasive plants prior to the area being treated.

2. Invasive plant surveys will be used as the first component of an early detection, rapid response (EDRR) strategy for preventing new infestations of invasive plants in the project area. Proposed treatment units and targeted ecological systems will be surveyed for occurrences of invasive plants such as cheatgrass (*Bromus tectorum*), and species that currently occur only sparingly or not at all in the Bodie Hills including muskthistle (*Carduus nutans*), knapweed (*Centaurea spp.*), Canadian thistle (*Cirsium arvense*), bull thistle (*Cirsium vulgare*), perennial pepperweed (*Lepidium latifolium*), whitetop (*Cardaria spp.*), salt cedar (*Tamarix ramosissima*) and other plants recognized by the Eastern Sierra or Walker River Basin Weed Management Areas as species of concern.

3. Non-native species such as tansy mustard (*Descurainia sophia*), woolly mullein (*Verbascum thapsus*) and tumble mustard (*Sisymbrium spp.*) are not currently considered invasive in the project area and are not specifically targeted for treatment. These species will be documented if encountered in proposed treatment units and targeted ecological systems. If infestations become invasive they will be treated as described below.

4. If occurrences of invasive plants are detected, appropriate eradication measures will be implemented, as determined by an interdisciplinary effort according to the standards in the Bishop Fire Management Plan (USDI BLM 2005).

5. Treatment methods for units infested with invasive plants will be selected and modified as necessary based on a risk assessment conducted by an interdisciplinary team. Modifications may include avoiding prescribed burning in units where cheatgrass



is common throughout the unit, using a different treatment method (see Method Selection Criteria), treating the infestation before or after treatment, or moving the proposed treatment to a different site.

6. Invasive plant treatment will be used as the second component of an EDRR strategy for preventing new infestations of invasive plants in the project area. Treatments will be conducted using physical treatment methods. Physical treatment may include hand pulling, use of manual hand tools (loppers, shovels, rakes, pulaskis, etc.), tarping, use of motorized hand-held tools (gasoline powered weed whips/weed eaters, etc.) or mowing. Treatment may occur repeatedly over several years to achieve control. Invasive plant treatments prescribed for specific ecological systems do not include treatment of annual grasses such as cheatgrass or red brome, unless there is a high probability of success given the constraints of the above treatment options.

7. Effective, and reasonable, treatment of some infestations may only be accomplished with the application of herbicides. If herbicide use is required, such use must be analyzed and approved in a separate environmental review and decision making process.

10. Treatment implementation will include post-treatment monitoring to detect increases in invasive plants. If non-native species cover increases due to treatment, appropriate control measures will be implemented, as determined by an interdisciplinary effort according to the standards in the Bishop Fire Management Plan (USDI BLM 2005).

11. If elevated levels of non-native species are detected in post-treatment surveys, future treatments will be modified using an adaptive management approach to prevent similar responses in future treatments.

### *Range*

1. The BLM will consult and coordinate with affected range permittees in the design, layout and timing of treatments.

### *Sensitive Plants*

1. Treatment units that include BLM designated sensitive plants will be designed to maintain and/or improve habitat for those species in addition to achieving the overall ecological restoration objectives for the system/vegetation class being treated.

2. Treatment units will be reviewed and analyzed for the presence of known or suspected occurrences of BLM designated sensitive plants as well as for potential sensitive plant habitat. Potential habitat will be surveyed before treatment. Surveys will be conducted at times appropriate for proper identification of species. Survey intensity will be of a level appropriate to the probability of occurrence of a given species. Survey intensity will also be based on the expected level of disturbance within a treatment unit.

3. BLM designated sensitive plants that occur within treatment units will be assessed for inclusion or exclusion from treatment. Factors that will be considered during the assessment include the number of known occurrences in the Bodie Hills as well as the number of occurrences in the surrounding area, the number of plants at the given occurrence as well as at the other occurrences, the habitat type and condition of the habitat, and the treatment method planned for implementation. Based on the assessment, treatment modifications, if any, that may be needed to avoid adverse effects to sensitive plant habitat will be incorporated into the final treatment design. Treatment modifications may include, but are not limited to, establishing exclusion areas or altering the treatment method to avoid and/or minimize impacts to sensitive plants and their habitat.

4. Adaptive management will be used throughout the project implementation period to identify opportunities to maintain and/or improve habitat for BLM designated sensitive plants in addition to achieving the overall ecological restoration objectives for the systems being treated. If evidence of a positive, or negative, relationship between any sensitive plant species and its inclusion or exclusion from a specific treatment method is found, treatment strategies will be modified to benefit/protect that species. For example, if a wildfire burns through a known occurrence of a particular sensitive plant species and there is a positive population response, that species would be considered for inclusion, rather than exclusion, in future prescribed burn treatments.

5. When reviewing and analyzing treatment units for BLM designated sensitive plants, BLM will also consider and conduct surveys for species that are on the California Native Plant Society (CNPS) lists 2 and 4. If CNPS list 2 or 4 plants are found to occur within a treatment unit they will be evaluated and treated the same as BLM designated sensitive plant species.

6. Treatment implementation will include post-treatment monitoring of sensitive plants within treatment areas.

### *Soils/Hydrology*

1. Treatments will be designed to meet the requirements of the Lahontan Regional Water Quality Control Board (LRWQCB) timber waiver regulations including the design features listed below.

3. Public fuelwood collectors will not be permitted to drive off existing roads or routes.

4. Piles in the water body buffer zone (generally 75 feet from the stream bank depending on the slope and type of watercourse, see definitions in the LRWQCB timber waiver regulations) will not be located on the 100 year floodplain or within 25 feet of the stream. Piles will be less than 10 feet in diameter and 5 feet high when they are burned and will not cover more than 10% of the area. They will be a minimum of 10 feet from any other pile or tree.

### *Visual Resources*

1. Treatments will be designed to conform to the appropriate VRM Class as designated in the Bishop RMP. A visual contrast rating will be conducted for each treatment unit when it is designed to ensure conformance with VRM standards.
2. Treatment units will use irregular sinuous or curvilinear patterns (not straight line) following natural vegetation and topographic boundaries as much as possible, and islands of vegetation will be left to create a mosaic (Bishop RMP pg. 11).
3. Where possible, the amount of vegetation removed will be graduated or "feathered" into the non-treated area. Treatment methods where this is likely to be appropriate are primarily hand treatment methods. This design feature will also be used to benefit wildlife and wilderness character.
4. Where an initial treatment unit design does not meet VRM class objectives the size, shape, location, method, season and/or intensity of the treatment will be modified to reduce the visual contrast from Key Observation Points. Treatment units may be broken into multiple smaller units if needed to meet VRM class objectives.

### *Areas with Inventoried Wilderness Characteristics*

2. Trees shall be low cut (less than 4") to minimize visual impacts in inventory units having wilderness characteristics.
4. Treatment methods and design features that minimize impacts to visual resources and wildlife habitats will also be applied in inventory units having wilderness characteristics.

### *Wildlife*

4. Treatments removing tree cover within 2 miles of active sage-grouse leks will be prioritized to create habitat with optimum characteristics for sage-grouse (Bishop RMP pg. 17). Treatment methods least disturbing to the stand of sagebrush will be used if the sagebrush stand meets sage-grouse habitat needs such as hand cutting expanding pinyon without disturbing the shrub layer or mowing with a high mower height to leave enough sagebrush cover.
8. The approved maximum treatment area of 21,330 acres in all ecological systems/vegetation classes over the next ten (10) years is below the threshold of 23,899 acres allowed under the Bishop RMP, as amended by the Bishop FMP (Bishop Fire Management Plan 2005, pg. 53, Bridgeport Valley - Bodie Hills Fire Management Unit). If the acreage burned by wildfire exceeds the fire management plan goal of 3,182 acres during the 10 year treatment period, the allowable treatment acreages for the affected ecological systems will be modified to account for those burned by wildfire (Bishop Fire Management Plan 2005, pg. 51). Areas in the target ecological

systems/vegetation classes that have been burned by wildfire will be considered treated and subtracted from the treatment targets.

9. Treatments in sage-grouse habitat will conform to direction in the Bishop RMP and incorporate recommendations from the Bi-State Action Plan for Conservation of the Greater Sage-Grouse Bi-State Distinct Population Segment (Bi-State Technical Advisory Committee 2012).

10. No treatments may occur from 3/1 to 7/30 within 5 km or 3.1 miles of an active lek. This distance may be altered to a minimum of 2 miles from a lek, or increased where needed, if ongoing analysis of nesting data determines that either a lesser or greater distance is needed to meet seasonal and yearlong protections required by the Bishop RMP.

11. Site-specific treatment design, analysis and implementation will follow guidance in the April 12th, 2010 MOU between the BLM and the U.S. Fish and Wildlife Service (BLM MOU WO-230-2010-04) to promote the conservation of migratory birds. To avoid and minimize potential adverse effects to migratory birds, conservation measures will include avoiding treatments during the nesting season and/or surveying prior to treatment and creating buffers around nests to avoid impacts to breeding birds.

12. Pinyon removal treatments will be designed to improve maintain and habitat for pinyon jays and other pinyon dependent birds by incorporating feathered edges that avoid sharp-well defined linear edges between sagebrush and woodland ecosystems (GBBO 2010).

15. In areas of suitable pygmy rabbit habitat, burrow surveys will be conducted before implementation of treatments that may adversely affect pygmy rabbit habitat. To protect and improve habitat for pygmy rabbits, exclusion areas will be identified where surveys have identified extant pygmy rabbit populations and/or burrow systems that may be adversely affected by proposed treatment activities. No broadcast burning or piling and/or pile burning will be allowed in areas identified for exclusion.

### ***Monitoring***

A subset of treatment units will be selected using the process identified in the Bishop Field Office-Inyo National Forest Interagency Vegetation Treatment Monitoring Plan to be monitored for project effectiveness (fuel load, vegetation structure and composition) (Bishop Fire Management Plan, 2005 pg. 147-151).

Treatment units will be surveyed before and after implementation for non-native invasive species (see *Invasive Plants* design features).

Sensitive plant occurrences within treatment units will be identified, evaluated and monitored for effects following treatment (see *Sensitive Plants* design features).

Where monitoring shows that the desired ecological conditions and associated resource objectives are not being achieved, future treatments will be modified using an adaptive management approach to achieve those conditions and objectives. For example, if cheatgrass densities are higher than the range described in the desired vegetation state, the conditions and/or factors associated with that increase will be identified. If treatment method is identified as a condition and/or factor associated with the increase, the methods will be modified to prevent similar increases in future treatments. If the treatment design modifications required are beyond the scope of this decision, those treatment design modifications must be analyzed and approved in a separate environmental review and decision making process.



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## **Decision Record**

### **Bodie Hills Upland Vegetation Restoration Project 2015 Sagebrush Steppe Restoration Treatments (DOI-BLM-CAC-070-2015-0035-DNA)**

#### **Introduction and Background**

The Bureau of Land Management (BLM) Bishop Field Office intends to remove low density single leaf pinyon pine (*Pinus monophylla*) and juniper (*Juniperus ssp.*) trees (approximately 2 trees per acre on average) from 1,272 acres of public land in the Mormon Meadows/Bridgeport Canyon vicinity of the Bodie Hills in Mono County, California. The project areas are located south of California State Highway 270 (Bodie Road) and east of Bridgeport Canyon Road, 9 to 13 miles southeast of the town of Bridgeport (Figure 1).

Pinyon, and to a lesser extent juniper, trees have expanded into characteristically open sagebrush steppe vegetation communities in these areas altering the ecological condition and resiliency of these ecological systems. Tree expansion into these areas has also reduced habitat quality for sagebrush steppe associated plants and animals, including sagebrush dependent wildlife species such as greater sage-grouse (*Centrocercus urophasianus*), pygmy rabbit (*Brachylagus idahoensis*) and American pronghorn (*Antilocapra americana*).

The purpose of the project is to maintain and improve the ecological condition and resiliency of ecologically departed and at risk sagebrush steppe vegetation systems in the Mormon Meadows/Bridgeport Canyon vicinity by implementing site-specific upland vegetation restoration treatments consistent with the requirements specified in the Decision Record for the Bodie Hills Upland Vegetation Restoration Project (USDI BLM 2015c). The project is needed to support the larger goal of maintaining and improving the ecological condition and resiliency of the most ecologically departed and at risk upland vegetation systems in the Bodie Hills at a landscape scale. The project is also needed to prevent, and/or minimize, future increases in ecological departure, future conversions to uncharacteristic vegetation classes and invasion by non-native species, and the long-term loss of overall ecosystem resiliency while restoring some of the natural range of variability to the upland vegetation systems that comprise the Bodie Hills (USDI BLM 2015c).

The planned sagebrush steppe restoration treatments are based on a landscape level, Programmatic Environmental Assessment and associated Finding of No Significant Impact and Decision Record for the Bodie Hills Upland Vegetation Restoration Project (USDI BLM 2015a,

b and c) and a site-specific Determination of Land Use Plan Conformance and NEPA Adequacy (DNA) (USDI BLM 2015d). Restoration treatment design, implementation and monitoring would conform to all applicable requirements specified in the Decision Record for the Bodie Hills Upland Vegetation Restoration Project (USDI BLM 2015c).

Project implementation would maintain and improve the ecological condition and resiliency of ecologically departed and at risk sagebrush steppe vegetation systems in the Mormon Meadows/Bridgeport Canyon vicinity. Project implementation would also improve habitat conditions for sagebrush steppe associated plants and animals, including sagebrush dependent wildlife species, with negligible disturbance to existing sagebrush cover. Implementation of the planned treatments would have limited effects on other resource values in the project vicinity (USDI BLM 2015a, b, c and d).

### ***Restoration Treatment Unit Descriptions***

The Mormon Meadows restoration treatment unit is 742 acres in size and comprised of public lands located south of California State Highway 270 (Bodie Road) at Mormon Meadows and west of the Bridgeport Canyon Road (Figure 1). Elevations range from 7,100 to 7,900 feet. It is generally gently sloping. All the steeper canyon areas with shallower soils and persistent pinyon-juniper woodlands have been excluded from the unit. Aspects are generally northwest to northeast facing. Both single leaf pinyon and juniper (primarily Utah juniper (*Juniperus osteosperma*) with occasional Sierra juniper (*Juniperus occidentalis* ssp. *australis*)) occur in the unit. Pinyon-juniper expansion in the Mormon Meadows unit is in the very early stages and total cover of pinyon-juniper is about 0.4%, or less than 1 tree per acre on average. Trees are typically small (<10 feet tall) and less than 80 years old based on coring of sample trees and an ocular estimate throughout the unit.

The Bridgeport Canyon restoration treatment unit is 530 acres in size and comprised of public lands located west of the Bridgeport Canyon Road above Coyote Spring. Elevations range from 7,100 to 7,800 feet. It is generally gently sloping and bisected by the Coyote Spring drainage. Rockier ridgetops with shallower soils and scattered older trees have been excluded from the unit. Aspects are generally southeast to northeast facing along the Coyote Creek drainage which flows to the east. Both single leaf pinyon and juniper (primarily Utah juniper with occasional Sierra juniper) occur in the unit, although pinyon is the dominate conifer in this unit. Several individual Jeffrey pine (*Pinus jeffreyi*) saplings have been identified in the unit and would be excluded from treatment. Pinyon-juniper expansion in the Bridgeport Canyon unit is in the early stages, with cover slightly higher than in the Mormon Meadows Unit. Total pinyon-juniper cover in the Bridgeport Canyon unit is about 1.8%, or 4 trees per acre on average. Trees are typically small (<10 feet tall) and less than 80 years old based on coring of sample trees and an ocular estimate throughout the unit.

Upland vegetation in both proposed restoration treatment units is dominated by the Montane Sagebrush Steppe ecological system, intermixed with patches of Low Sagebrush and a few valley bottom areas of Basin Wildrye-Big Sagebrush. Adjacent persistent pinyon-juniper woodlands have been excluded from the units. A few meadow and riparian patches are included

in the units. Trees that occur in the uplands immediately adjacent to these ecological systems would be treated, but trees that are entirely in the riparian or meadow areas would be excluded.

Within these units, a total of 1,272 acres of public land in the earliest stages of tree-expansion into these sagebrush steppe ecological systems would be searched for pinyon and juniper trees, and where these trees occur they would be removed. Due to the low density and scattered distribution of trees in these units, tree removal would directly affect a maximum of 63 acres (5%) of the total project area (1,272 acres).

The proposed restoration treatment units are in areas with a high probability of success for the proposed treatment because they are in the earliest stages of pinyon-juniper expansion; they are also in resilient sagebrush steppe sites. These units were also identified as two of the highest priority units for conifer removal by the Bi-State Technical Advisory Committee, an interagency group of scientists and technical specialists that advise the Bi-State Executive Oversight Committee regarding efforts to conserve greater sage-grouse in the Bi-State area of eastern California and western Nevada. The entire Mormon Meadows unit and 68% (362 acres) of the Bridgeport Canyon unit are within 2 miles of active sage-grouse leks; making them a priority for sagebrush habitat restoration pursuant to the Bishop Resource Management Plan (RMP) (USDI BLM 1993).

### ***Restoration Treatment Methods***

Pinyon and juniper trees would be cut using hand operated tools such as chainsaws, hand saws or loppers by crews working on foot. All pinyon and juniper trees within the treatment units described above would be removed with the exception of a small number of trees that would be retained for visual or other resource concerns. The retained trees would include any trees with the characteristics of a tree over 150 years old (Tausch et al. 2009). Persistent pinyon-juniper woodlands are not targeted for treatment; therefore few older trees exist within the planned treatment units. However, where older trees do occur within the unit boundaries they would be retained. Most of the older trees that would be retained occur along the edges of the planned sagebrush steppe restoration treatments units where there is a transition to persistent woodlands.

In portions of the treatment units with larger trees and higher tree densities, cut trees would be hand piled and burned to avoid negative effects on fuel loading, wildlife use and aesthetics. Piles would be built anywhere there is enough material to construct a pile 6 feet or greater in height by crews working on foot. After settling, piles would be no greater than 5 feet high and 10 feet in diameter at the time they are burned. Wherever possible, piles would be constructed on top of cut stumps and openings created by the removal of larger trees. Where this is not possible, piles would be constructed in natural openings. Pile construction in low sagebrush (*Artemisia arbuscula*) sites would be avoided where possible by adding cut material from these sites to piles constructed in adjacent big sagebrush (*Artemisia tridentata* spp.) sites, or by constructing new piles in natural openings within adjacent big sagebrush sites. Piles would be burned during the fall, winter, or early spring under conditions specified in an approved prescribed burn plan. If post pile-burn monitoring indicates that the native seedbank is not responding, locally collected native species would be hand seeded or planted within the pile burn footprints to prevent invasion by cheatgrass or other non-native species.



Where smaller and/or more widely spaced trees occur within the treatment units, trees would be cut and scattered into big sagebrush sites so that nothing protrudes above the brush layer.

All applicable design features specified in Appendix 2 of the Decision Record for the Bodie Hills Upland Restoration Project (USDI BLM 2015c) would apply.

Hand removal of pinyon and juniper is a very low impact method to restore sagebrush steppe ecological systems without disturbing the sagebrush layer. Consistent with requirements specified in the Decision Record for the Bodie Hills Upland Restoration Project, it was selected because it is the preferred treatment method “where there are increasing pinyon and juniper and the goal is to maintain shrub cover, for example in sage-grouse habitat” (USDI BLM 2015c). It is also being “applied ... in the earlier stages of pinyon and juniper expansion where trees are smaller, densities are lower, and the need for slash treatment is minimized” as specified in that decision.

### **Decision and Rational**

Based on my review of the information and analyses provided in the Programmatic Environmental Assessment (DOI-BLM-CAC-070-2011-0032-EA) and associated Finding of No Significant Impact and Decision Record for the Bodie Hills Upland Vegetation Restoration Project (USDI BLM 2015a, b and c); a site-specific Determination of Land Use Plan Conformance and NEPA Adequacy (DOI-BLM-CAC-070-2015-0035-DNA) for the proposed Sagebrush Steppe Restoration Projects in the Mormon Meadows and Bridgeport Canyon units described and considered therein (BLM 2015d); consideration of public and agency comments regarding both the overall Bodie Hills Upland Vegetation Restoration Project and the site-specific projects described and considered herein; and consultation with staff; I have determined that implementation of this project as designed will not result in any significant adverse environmental impacts and no further NEPA analysis is required.

I have also determined that this action conforms to, and is consistent with, the overall guidance and management direction provided by the *Bishop Resource Management Plan Record of Decision* (Bishop RMP) as amended by the *Bishop Fire Management Plan* (Bishop FMP). The proposed action has been reviewed and found to conform to the land use plan terms and conditions as defined at 43 CFR 1601.0-5(b) and as required by 43 CFR 1610.5-3. This action conforms to, and is consistent with, the Bishop RMP as amended because it was specifically developed to implement all applicable land use plan guidance including General Policies, Area Manager’s Guidelines, Valid Existing Management, Standard Operating Procedures, Decisions and Support Needs prescribed by the RMP.

This action would occur in the Bodie Hills Management Area. Bishop RMP guidance that specifically supports implementation of this project includes but is not limited to:

- Area Manager’s Guidelines (pg. 9): “4. Vegetation will be a key element in the plan and management will be directed toward the achievement of desired plant community goals.” This project is designed to maintain and improve the ecological condition in site-specific

sagebrush steppe restoration treatment units as part of a larger effort to maintain and improve the ecological condition and resiliency of the most ecologically departed and at risk upland vegetation systems in the Bodie Hills at a landscape scale. This project implements this Area Manager's Guideline.

- **Standard Operating Procedures: Wildlife (pg. 12):** "3. Manage candidate species, sensitive species and other species of management concern in a manner to avoid the need for listing as state or federal endangered or threatened species." This project is designed to improve habitat quality for sagebrush steppe dependent species in site-specific vegetation restoration treatment units as part of a larger effort to maintain and improve the ecological condition and resiliency of the most ecologically departed and at risk upland vegetation systems in the Bodie Hills at a landscape scale. The Bi-State distinct population segment (DPS) of the greater sage-grouse is a sagebrush steppe dependent wildlife species and a BLM designated sensitive species of particular management concern in the Bodie Hills. Both sagebrush steppe restoration treatment units are in priority sage-grouse habitat. This project implements this Standard Operating Procedure.

- **Area-Wide Decisions (pg. 17):**

"Manage all activities to conform with Visual Resource Management (VRM) standards." Design features are included in this project to ensure conformance to VRM standards required by this Area-Wide Decision.

"Protect and enhance unique or important vegetation communities and wildlife habitats."

- "Increase to 60% the amount of sagebrush habitat within 2 miles of leks that has optimum characteristics for sage-grouse."
- "Manage sagebrush-bitterbrush areas within 2 miles of sage-grouse leks to meet desired plant community goals."

This project is specifically designed to improve sage-grouse habitat within 2 miles of leks in conformance with these RMP decisions.

- **Bodie Hills Management Area (pgs. 30-34):** This project conforms to VRM standards, helps meet Desired Plant Community goals, and conforms to seasonal protection requirements for sage-grouse breeding, nesting and wintering habitats. Design features are included in this project to avoid adverse effects to important resource values and to ensure conformance with all management area specific decisions for the Bodie Hills Management Area.

The proposed sagebrush steppe restoration treatments conform to the objectives and strategies specified in Appendix 1 of the Decision Record for the Bodie Hills Upland Vegetation Restoration Project (USDI BLM 2015c), including the vegetation classes to be treated, allowable treatable acreages and allowable treatment methods by ecological system. The proposed restoration treatment units and treatment methods also conform to the site selection criteria,

allowable treatment methods, and method selection criteria specified in Appendix 2 of that decision. All of the applicable design features and monitoring requirements specified in Appendix 2 of that decision have also been incorporated into the sagebrush steppe restoration treatments described and considered herein. Project implementation will not result in any effects that were not previously analyzed, described or disclosed in the environmental review for the Bodie Hills Upland Vegetation Restoration Project (USDl BLM 2015a, b, c and d).

Project implementation will have no adverse effect on any cultural properties, including those currently listed in, or eligible for listing in, the National Register of Historic Places; nor will it cause the loss or destruction of significant scientific, cultural, or historical resources.

Project implementation will have no effect on any threatened or endangered species, nor will it have any effect on any proposed or designated critical habitat for any listed species.

Project implementation will reverse the expansion of pinyon and juniper into characteristically open sagebrush steppe communities in the Mormon Meadows/Bridgeport Canyon vicinity; thereby helping to maintain and improve the ecological condition and resiliency of ecologically departed and at risk sagebrush steppe vegetation systems in these areas. Project implementation will also help prevent the conversion of these areas to uncharacteristic woodlands that would not be present under a more natural disturbance regime. It will make at risk upland vegetation systems in these areas more resilient and resistant to uncharacteristic vegetation class conversions and invasion by non-native species.

Project implementation will help support the larger goal of maintaining and improving the ecological condition and resiliency of the most ecologically departed and at risk upland vegetation systems in the Bodie Hills at a landscape scale. Project implementation will also help increase the potential for a natural disturbance regime to be reintroduced into the Bodie Hills landscape.

Project implementation will improve habitat conditions for sagebrush steppe associated plants and animals, including sagebrush dependent wildlife species such as greater sage-grouse, pygmy rabbit and American pronghorn by increasing the amount of available open sagebrush steppe habitats.

Project implementation will have negligible effects on existing sagebrush cover and other resource values. Overall, the ecological value of removing low density pinyon and juniper to restore these sagebrush steppe ecological systems substantially outweighs the potential risks.

Therefore, it is my decision to implement the proposed Sagebrush Steppe Restoration Projects in the Mormon Meadows and Bridgeport Canyon units as designed, and subject to, all applicable design features and monitoring requirements from the Decision Record for the Bodie Hills Upland Restoration Project as outlined below:

### ***Design Features***

(Note: Not all the design features from the Decision Record for the Bodie Hills Upland Restoration Project are applicable to these project units and treatments, so the numbering is not sequential. The original numbering system is maintained here for reference.)

### ***Air Quality***

1. Prior to conducting any prescribed fire operations, the appropriate permits must be obtained from the Great Basin Unified Air Pollution Control Board (GBUAPCB).
2. All prescribed fire operations shall adhere to “Burn” or “No Burn” day restrictions as determined by the California Air Resources Board (CARB).
3. Prescribed fire operations may only be conducted when meteorological conditions favor smoke dispersal away from Class I Airsheds.
4. Prescribed fire operations may only be conducted when meteorological conditions minimize the likelihood of nuisance smoke in communities.

### ***Cultural Resources***

1. Cultural resources within treatment units will be identified and evaluated prior to approval. This will be accomplished through a records search of previously identified resources, tribal consultation, and an intensive cultural resource survey within the Area of Potential Effect (APE). Formal tribal consultation will be initiated early in the planning process in order to identify Traditional Cultural Places, Sacred Sites, and properties of traditional and religious significance to the tribes that may be affected by a site-specific treatment. The findings from these identification efforts will be evaluated and documented in a Cultural Resource Inventory Report consistent with BLM guidelines.
2. Following the identification and evaluation of cultural resources within the APE of a proposed treatment, protection measures will be implemented in order to mitigate potential impacts to cultural resources below the threshold of an adverse effect. These efforts will emphasize avoidance through project redesign, but may also include site-specific protection measures. The scheduling of proposed treatments will be designed so as not to impede Native American access to ceremonial sites or areas of traditional use.
3. A combination of site-specific Standard Resource Protection Measures (SRPM) may be used to protect cultural resources during project implementation. These measures are consistent with those detailed in the Supplemental Procedures for Sage Steppe Ecosystem Restoration (USDI BLM 2014d) to the CA BLM Protocol Agreement (USDI BLM 2014c). Site location information and SRPM prescriptions shall be conveyed in writing and depicted on maps by the field office cultural resources staff to the project planner. Active monitoring of SRPM during the proposed activity will be used to determine protection measure effectiveness and to guide future protection strategies.

4. SRPMs for vegetation management shall include but not be limited to:
  - a. Flag and avoid with buffering to establish protective boundary, edge feathering/gradual reduction of vegetation.
  - b. Lop and scatter with constraints on heavy fuel loads left on archaeological sites.
  - c. Hand treatment on archaeological sites in areas of heavy/dense vegetation where the hand treatment will not impact archaeological data associated with the site.
  - d. Areas may be left untreated where high site densities of archaeological sites have been identified.

### *Invasive Plants*

1. Treatment units will be surveyed for invasive plants prior to the area being treated.
2. Invasive plant surveys will be used as the first component of an early detection, rapid response (EDRR) strategy for preventing new infestations of invasive plants in the project area. Proposed treatment units and targeted ecological systems will be surveyed for occurrences of invasive plants such as cheatgrass (*Bromus tectorum*), and species that currently occur only sparingly or not at all in the Bodie Hills including muskthistle (*Carduus nutans*), knapweed (*Centaurea spp.*), Canadian thistle (*Cirsium arvense*), bull thistle (*Cirsium vulgare*), perennial pepperweed (*Lepidium latifolium*), whitetop (*Cardaria spp.*), salt cedar (*Tamarix ramosissima*) and other plants recognized by the Eastern Sierra or Walker River Basin Weed Management Areas as species of concern.
3. Non-native species such as tansy mustard (*Descurainia sophia*), woolly mullein (*Verbascum thapsus*) and tumble mustard (*Sisymbrium spp.*) are not currently considered invasive in the project area and are not specifically targeted for treatment. These species will be documented if encountered in proposed treatment units and targeted ecological systems. If infestations become invasive they will be treated as described below.
4. If occurrences of invasive plants are detected, appropriate eradication measures will be implemented, as determined by an interdisciplinary effort according to the standards in the Bishop Fire Management Plan (USDI BLM 2005).
5. Treatment methods for units infested with invasive plants will be selected and modified as necessary on a risk assessment conducted by an interdisciplinary team. Modifications may include avoiding prescribed burning in units where cheatgrass is common throughout the unit, using a different treatment method (see Method Selection Criteria), treating the infestation before or after treatment, or moving the proposed treatment to a different site.
6. Invasive plant treatment will be used as the second component of an EDRR strategy for preventing new infestations of invasive plants in the project area. Treatments will be conducted using physical treatment methods. Physical treatment may include hand pulling,

use of manual hand tools (loppers, shovels, rakes, pulaskis, etc.), tarping, use of motorized hand-held tools (gasoline powered weed whips/weed eaters, etc.) or mowing. Treatment may occur repeatedly over several years to achieve control. Invasive plant treatments prescribed for specific ecological systems do not include treatment of annual grasses such as cheatgrass or red brome, unless there is a high probability of success given the constraints of the above treatment options.

7. Effective, and reasonable, treatment of some infestations may only be accomplished with the application of herbicides. If herbicide use is required, such use must be analyzed and approved in a separate environmental review and decision making process.
10. Treatment implementation will include post-treatment monitoring to detect increases in invasive plants. If non-native species cover increases due to treatment, appropriate control measures will be implemented, as determined by an interdisciplinary effort according to the standards in the Bishop Fire Management Plan (USDI BLM 2005).
11. If elevated levels of non-native species are detected in post-treatment surveys, future treatments will be modified using an adaptive management approach to prevent similar responses in future treatments.

#### *Range*

1. The BLM will consult and coordinate with affected range permittees in the design, layout and timing of treatments.

#### *Sensitive Plants*

1. Treatment units that include BLM designated sensitive plants will be designed to maintain and/or improve habitat for those species in addition to achieving the overall ecological restoration objectives for the system/vegetation class being treated.
2. Treatment units will be reviewed and analyzed for the presence of known or suspected occurrences of BLM designated sensitive plants as well as for potential sensitive plant habitat. Potential habitat will be surveyed before treatment. Surveys will be conducted at times appropriate for proper identification of species. Survey intensity will be of a level appropriate to the probability of occurrence of a given species. Survey intensity will also be based on the expected level of disturbance within a treatment unit.
3. BLM designated sensitive plants that occur within treatment units will be assessed for inclusion or exclusion from treatment. Factors that will be considered during the assessment include the number of known occurrences in the Bodie Hills as well as the number of occurrences in the surrounding area, the number of plants at the given occurrence as well as the other occurrences, the habitat type and condition of the habitat, and the treatment method planned for implementation. Based on the assessment, treatment modifications, if any, that may be needed to avoid adverse effects to sensitive plant habitat will be incorporated into the final treatment design. Treatment modifications may include, but are not limited to,

establishing exclusion areas or altering the treatment method to avoid and/or minimize impacts to sensitive plants and their habitat.

4. Adaptive management will be used throughout the project implementation period to identify opportunities to maintain and/or improve habitat for BLM designated sensitive plants in addition to achieving the overall ecological restoration objectives for the systems being treated. If evidence of a positive, or negative, relationship between any sensitive plant species and its inclusion or exclusion from a specific treatment method is found, treatment strategies will be modified to benefit/protect that species. For example, if a wildfire burns through a known occurrence of a particular sensitive plant species and there is a positive population response, that species would be considered for inclusion, rather than exclusion, in future prescribed burn treatments.
5. When reviewing and analyzing treatment units for BLM designated sensitive plants, BLM will also consider and conduct surveys for species that are on the California Native Plant Society (CNPS) lists 2 and 4. If CNPS list 2 or 4 plants are found to occur within a treatment unit they will be evaluated and treated the same as BLM designated sensitive plant species.
6. Treatment implementation will include post-treatment monitoring of sensitive plants within treatment areas.

#### *Soils/Hydrology*

1. Treatments will be designed to meet the requirements of the Lahontan Regional Water Quality Control Board (LRWQCB) timber waiver regulations including the design features listed below.
3. Public fuelwood collectors will not be permitted to drive off existing roads or routes.
4. Piles in the water body buffer zone (generally 75 feet from the stream bank depending on the slope and type of watercourse, see definitions in the LRWQCB timber waiver regulations) will not be located on the 100 year floodplain or within 25 feet of the stream. Piles will be less than 10 feet in diameter and 5 feet high when they are burned and will not cover more than 10% of the area. They will be a minimum of 10 feet from any other pile or tree.

#### *Visual Resources*

1. Treatments will be designed to conform to the appropriate VRM Class as designated in the Bishop RMP. A visual contrast rating will be conducted for each treatment unit when it is designed to ensure conformance with VRM standards.
2. Treatment units will use irregular sinuous or curvilinear patterns (not straight line) following natural vegetation and topographic boundaries as much as possible, and islands of vegetation will be left to create a mosaic (Bishop RMP pg. 11).

3. Where possible, the amount of vegetation removed will be graduated or “feathered” into the non-treated area. Treatment methods where this is likely to be appropriate are primarily hand treatment methods. This design feature will also be used to benefit wildlife and wilderness character.
4. Where an initial treatment unit design does not meet VRM class objectives the size, shape, location, method, season and/or intensity of the treatment will be modified to reduce the visual contrast from Key Observation Points. Treatment units may be broken into multiple smaller units if needed to meet VRM class objectives.

#### *Areas with Inventoried Wilderness Characteristics*

2. Trees shall be low cut (less than 4”) to minimize visual impacts in inventory units having wilderness characteristics.
4. Treatment methods and design features that minimize impacts to visual resources and wildlife habitats will also be applied in inventory units having wilderness characteristics.

#### *Wildlife*

4. Treatments removing tree cover within 2 miles of active sage-grouse leks will be prioritized to create habitat with optimum characteristics for sage-grouse (Bishop RMP pg. 17). Treatment methods least disturbing to the stand of sagebrush will be used if the sagebrush stand meets sage-grouse habitat needs such as hand cutting expanding pinyon without disturbing the shrub layer or mowing with a high mower height to leave enough sagebrush cover.
8. The approved maximum treatment area of 21,330 acres in all ecological systems/vegetation classes over the next ten (10) years is below the threshold of 23,899 acres allowed under the Bishop RMP, as amended by the Bishop FMP (Bishop Fire Management Plan 2005, pg. 53, Bridgeport Valley - Bodie Hills Fire Management Unit). If the acreage burned by wildfire exceeds the fire management plan goal of 3,182 acres during the 10 year treatment period, the allowable treatment acreages for the affected ecological systems will be modified to account for those burned by wildfire (Bishop Fire Management Plan 2005, pg. 51). Areas in the target ecological systems/vegetation classes that have been burned by wildfire will be considered treated and subtracted from the treatment targets.
9. Treatments in sage-grouse habitat will conform to direction in the Bishop RMP and incorporate recommendations from the Bi-State Action Plan for Conservation of the Greater Sage-Grouse Bi-State Distinct Population Segment (Bi-State Technical Advisory Committee 2012).
10. No treatments may occur from 3/1 to 7/30 within 5 km or 3.1 miles of an active lek. This distance may be altered to a minimum of 2 miles from a lek, or increased where needed, if ongoing analysis of nesting data determines that either a lesser or greater distance is needed to meet seasonal and yearlong protections required by the Bishop RMP.



11. Site-specific treatment design, analysis and implementation will follow guidance in the April 12th, 2010 MOU between the BLM and the U.S. Fish and Wildlife Service (BLM MOU WO-230-2010-04) to promote the conservation of migratory birds. To avoid and minimize potential adverse effects to migratory birds, conservation measures will include avoiding treatments during the nesting season and/or surveying prior to treatment and creating buffers around nests to avoid impacts to breeding birds.
12. Pinyon removal treatments will be designed to improve maintain and habitat for pinyon jays and other pinyon dependent birds by incorporating feathered edges that avoid sharp-well defined linear edges between sagebrush and woodland ecosystems (GBBO 2010).
15. In areas of suitable pygmy rabbit habitat, burrow surveys will be conducted before implementation of treatments that may adversely affect pygmy rabbit habitat. To protect and improve habitat for pygmy rabbits, exclusion areas will be identified where surveys have identified extant pygmy rabbit populations and/or burrow systems that may be adversely affected by proposed treatment activities. No broadcast burning or piling and/or pile burning will be allowed in areas identified for exclusion.

### ***Monitoring***

A subset of treatment units will be selected using the process identified in the Bishop Field Office-Inyo National Forest Interagency Vegetation Treatment Monitoring Plan to be monitored for project effectiveness (fuel load, vegetation structure and composition) (Bishop Fire Management Plan, 2005 pg. 147-151).

Treatment units will be surveyed before and after implementation for non-native invasive species (see *Invasive Plants* design features).

Sensitive plant occurrences within treatment units will be identified, evaluated and monitored for effects following treatment (see *Sensitive Plants* design features).

Where monitoring shows that the desired ecological conditions and associated resource objectives are not being achieved, future treatments will be modified using an adaptive management approach to achieve those conditions and objectives. For example, if cheatgrass densities are higher than the range described in the desired vegetation state, the conditions and/or factors associated with that increase will be identified. If treatment method is identified as a condition and/or factor associated with the increase, the methods will be modified to prevent similar increases in future treatments. If the treatment design modifications required are beyond the scope of this decision, those treatment design modifications must be analyzed and approved in a separate environmental review and decision making process.

## **Consultation and Coordination**

### ***Native American Consultation and Coordination***

The Bishop Field Office has consulted and coordinated with Native American tribes in the eastern Sierra regarding this project since the beginning of project development. Tribal officials and tribal members were among the stakeholders invited to participate in a public field trip to the Mormon Meadows and Bridgeport Canyon project units on August 12, 2015. Tribal officials and representatives were also offered opportunities for private field trips to these units. A representative of the Bridgeport Indian Colony did participate in a private field trip to visit the units and discuss the proposed sagebrush steppe restoration treatments on August 13, 2015.

Tribal consultation and coordination was also conducted for the overall Bodie Hills Upland Vegetation Restoration Project. Tribal officials and tribal members were among the stakeholders invited to participate in the initial planning workshops for the landscape level analysis that led to development of the overall project. Tribal officials and tribal members were also among the stakeholders invited to participate in the 3 public field trips to the larger Bodie Hills project area during development of the overall project. In addition, a field trip to the larger Bodie Hills project area for tribal officials and tribal members only was conducted on August 18, 2011.

All of these venues provided substantive opportunities for tribal interests to raise concerns regarding any potential effects that they believe the project may have on their traditional cultural values. The field trips in particular provided key opportunities for tribal interests to observe the effects of previous treatments and express their concerns and ideas regarding the project. Feedback received to date has been incorporated into these projects in an effort to ensure that Native American cultural values will not be adversely affected by project implementation.

Tribal consultation and coordination will be ongoing throughout the project implementation phase and the Bishop Field Office will continue to consult and coordinate with affected tribal interests as these, and future, site-specific treatments are designed and implemented consistent with Section 106 of the National Historic Preservation Act of 1966 (NHPA) as amended and its implementing regulations at 36 CFR 800.

### ***California Department of Fish and Wildlife***

The Bishop Field Office has consulted and coordinated with the California Department of Fish and Wildlife (CDFW) regarding this project throughout its development. Implementation of the Bodie Hills Upland Vegetation Restoration Project is specifically identified as a conservation action for the Bi-State DPS of the greater sage-grouse in the recently completed Bi-State Action Plan (Bi-State Technical Advisory Committee (TAC) 2012) to which the CDFW is a signatory. A representative of CDFW attended the public field trip to the Mormon Meadows and Bridgeport Canyon project units on August 12, 2015. Coordination with CDFW will be ongoing as treatments are implemented.

## **Public Participation and Input**

Public participation and input associated with the Bodie Hills Upland Vegetation Restoration Project has been long and extensive. The effort began in 2007 with a public process to assess the environmental conditions of the Bodie Hills at the landscape scale, moving into a formal NEPA process that began in 2013 and was completed in early 2015. Consistent with the Decision Record for the Bodie Hills Upland Vegetation Restoration Project (USDI BLM 2015c), an opportunity for public participation and input was provided during the development and review of the site-specific sagebrush steppe restoration projects considered herein.

On July 31, 2015 the Bishop Field Office sent a letter to interested parties and adjacent landowners announcing that the BLM was considering site-specific upland vegetation restoration treatments based on the landscape level, Programmatic Environmental Assessment and associated Finding of No Significant Impact and Decision Record for the Bodie Hills Upland Vegetation Restoration Project (USDI BLM 2015a, b and c). The letter also invited all interested parties to attend a public field trip to visit the Mormon Meadows and Bridgeport Canyon units and discuss the proposed sagebrush steppe restoration treatments. A project map was included in the letter.

On August 12, 2015 a public field trip to the Mormon Meadows and Bridgeport Canyon units was held. Eight members of the public including agency representatives and adjacent landowners attended. No new issues or information was brought to light by the individuals or agency representatives that attended the field trip. In addition, no written comments have been received from individuals or agencies that either attended the field trip and/or received the letter describing the current proposal.

## **Administrative Remedies**

Administrative remedies may be available to those who believe they will be adversely affected by this decision. Appeals may be made to the Office of Hearings and Appeals, Office of the Secretary, U.S. Department of the Interior, Board of Land Appeals (Board) in strict compliance with the regulations in 43 CFR Part 4. The appellant has the burden of showing that the decision being appealed is in error.

Notices of appeal must be filed with the Field Manager, Bureau of Land Management, Bishop Field Office, 351 Pacu Lane, Suite 100, Bishop, California, 93514 within 30 days after publication of this decision. If a notice of appeal does not include a statement of reasons, such statement must be filed with this office and the Board within 30 days after the notice of appeal is filed. The notice of appeal and any statement of reasons, written arguments, or briefs must also be served upon the Regional Solicitor, Pacific Southwest Region, U.S. Department of the Interior, 2800 Cottage Way, E-1712, Sacramento, California, 95825-1890. Please consult the regulations (43 CFR Part 4) for further appeal requirements.

If you wish to file a petition pursuant to regulation 43 CFR 4.21 for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a

stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to the Board and the Regional Solicitor identified above (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

### *Standards for Obtaining a Stay*

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied,
- (2) The likelihood of the appellant's success on the merits,
- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and
- (4) Whether the public interest favors granting the stay.

### **Contact Person**

For more information about this decision and site-specific project implementation, please contact Heather Stone, Interagency Vegetation Management Planner, via phone at 760-873-2561 or email at [hstone@blm.gov](mailto:hstone@blm.gov); or myself, Steven Nelson, Bishop Field Manager, via phone at 760-872-5011 or email at [snelson@blm.gov](mailto:snelson@blm.gov).

### **Authorized Official**

This decision will become effective and may be implemented the day after the expiration of the time during which a person adversely affected may file a notice of appeal unless a petition for a stay pending appeal is filed together with a timely notice of appeal (43 CFR 4.21).



\_\_\_\_\_  
Steven Nelson  
Bishop Field Manager

Date: \_\_\_\_\_

9/29/2015

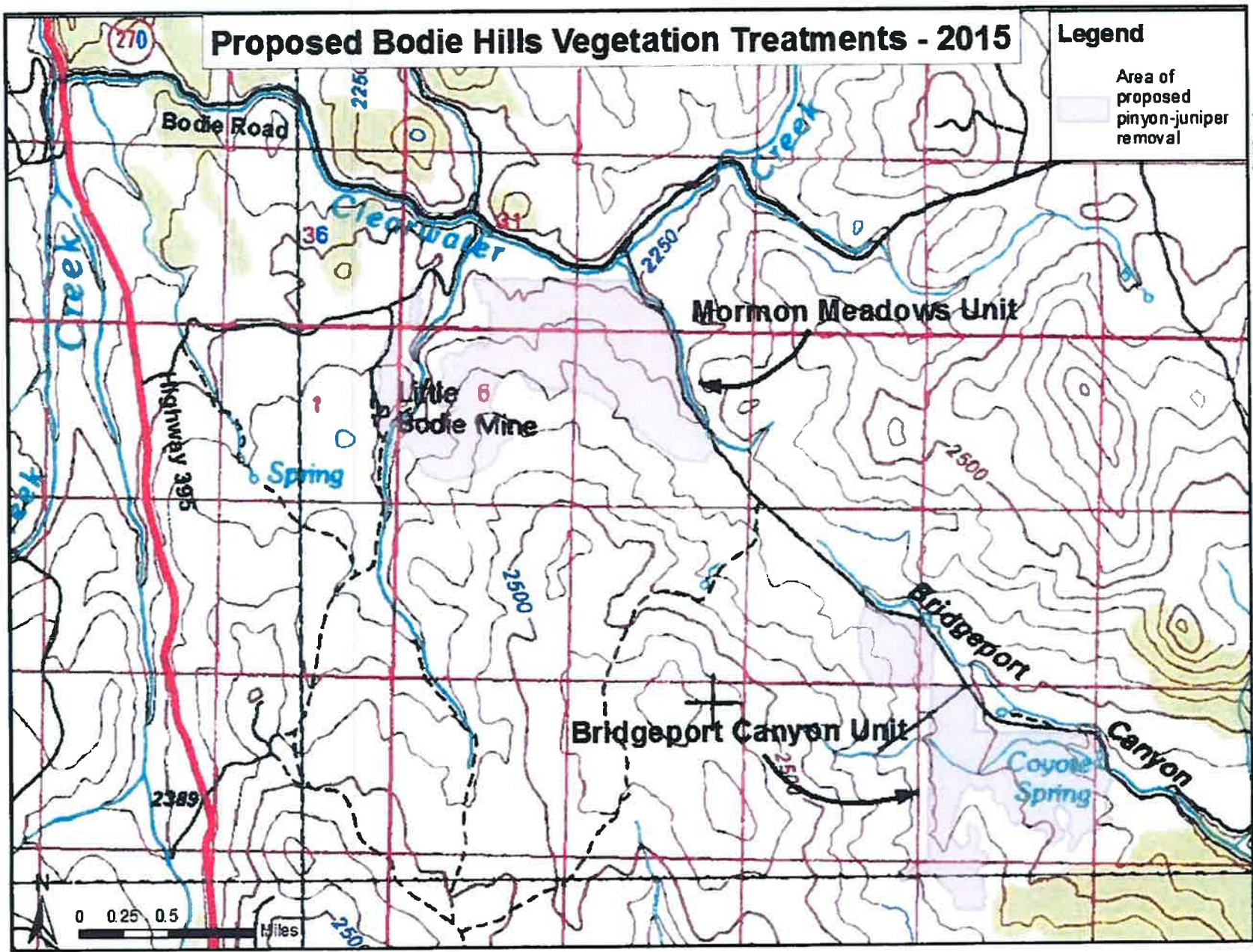


Figure 1. Project Area Map for the Bodie Hills 2015 Sagebrush Steppe Restoration Treatments in Mono County, California.

## **References**

- Bi-State Technical Advisory Team. 2012. Bi-State Action Plan. Past, Present and Future Actions for Conservation of the Greater Sage-grouse Bi-State Distinct Population Segment.
- Tausch, Robin J., Richard F. Miller, Bruce A. Roundy, Jeanne C. Chambers. 2009 Piñon and juniper field guide: asking the right questions to select appropriate management actions. US Department of the Interior, US Geological Survey, Circular 1335, 96 pgs.
- US Department of the Interior, Bureau of Land Management (USDI BLM). 1993. Bishop Resource Management Plan Record of Decision. Bishop, CA, April 1993, 63 pgs.
- US Department of the Interior, Bureau of Land Management (USDI BLM). 2005a. Amendment to the Bishop Resource Management Plan to Incorporate Fire Management Plan Strategies and Objectives, Decision Record and Environmental Assessment. December 2004, Bishop, CA.
- US Department of the Interior, Bureau of Land Management (USDI BLM). 2005b. Fire Management Plan. Bishop Field Office, Bishop, CA.
- US Department of the Interior, Bureau of Land Management, Bishop Field Office (USDI BLM). 2015a. Programmatic Environmental Assessment for the Bodie Hills Upland Vegetation Restoration Project. Bishop, CA, January 22, 2015.
- US Department of the Interior, Bureau of Land Management, Bishop Field Office (USDI BLM). 2015b. Finding of No Significant Impact for the Bodie Hills Upland Vegetation Restoration Project. Bishop, CA, March 6, 2015.
- US Department of the Interior, Bureau of Land Management, Bishop Field Office (USDI BLM). 2015c. Decision Record for the Bodie Hills Upland Vegetation Restoration Project. Bishop, CA, March 31, 2015.
- US Department of the Interior, Bureau of Land Management, Bishop Field Office (USDI BLM). 2015d. Determination of Land Use Plan Conformance and NEPA Adequacy (DNA) for the Bodie Hills Upland Vegetation Restoration Project, 2015 Sagebrush Steppe Restoration Treatments. Bishop, CA, September 23, 2015.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     October 20, 2015

**Departments: Clerk of the Board**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**             Firefighter of the Year Awards

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**AGENDA DESCRIPTION:**

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

Flyer received from Bridgeport Christian Fellowship announcing their Firefighter of the Year Awards to take place on October 29, 2015.

\*\*\*\*\*

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**RECOMMENDED ACTION:**

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**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

[Firefighter Flyer](#)

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History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/14/2015 3:33 PM	County Administrative Office	Yes
10/14/2015 5:46 PM	County Counsel	Yes
10/14/2015 2:49 PM	Finance	Yes



# Firefighter of the Year Awards

*Presented by Bridgeport Christian Fellowship*



*Please Join Us in Honoring Bridgeport's  
Firefighters of the Year*

✚ Bridgeport Fire Department

✚ USMC Mountain Warfare Training Center Fire Dept.

✚ US Forest Service-Bridgeport Ranger District

**Thursday, October 29, 2015**

**10:00 AM**

**Bridgeport Christian Fellowship**

**Highway 182**

*Refreshments Following*



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     October 20, 2015

**Departments: Public Works, Solid Waste Division**

<b>TIME REQUIRED</b>	15 minutes (10 minute presentation; 5 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Tony Dublino
<b>SUBJECT</b>	Plastic Bag Ban Ordinance		

**AGENDA DESCRIPTION:**

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

Presentation by Tony Dublino regarding potential Mono County Ordinance banning single-use plastic bags.

**RECOMMENDED ACTION:**

None (informational only). Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5453 / tdublino@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](#)

[State Ban SB 270](#)

[Town of Mammoth Lakes Ordinance](#)

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/14/2015 3:38 PM	County Administrative Office	Yes
10/14/2015 7:34 PM	County Counsel	Yes
10/9/2015 3:28 PM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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)

October 20, 2015

TO: Honorable Mono County Supervisors

FROM: Tony Dublino, Solid Waste Superintendent

## **RE: Potential Mono County Ordinance Banning Single-Use Plastic Bags**

### **RECOMMENDED ACTION:**

Receive presentation and consider issues surrounding a Mono County Ordinance banning single-use plastic bags, and direct staff to:

1. Develop and submit to Board for their consideration an Ordinance banning single-use plastic bags in unincorporated Mono County.
2. Do not develop a plastic bag ban Ordinance at this time.

### **BACKGROUND:**

#### **Local Efforts**

The concept of a plastic bag ban was discussed at the Solid Waste Task Force as early as 2012. During that discussion, some initial outreach was conducted to unincorporated Mono County business owners that found there was not a great deal of support. There were concerns with charging customers for bags, and there were concerns that the loss of plastic bags could create a litter issue because the bags are often used as small trash bags.

The primary benefit to the County (aside from the difficult-to-quantify environmental benefit), is litter reduction at Benton Crossing Landfill. A majority of the pieces of litter collected in and around the site are single use plastic bags, and a ban on these bags would certainly reduce on-site and wind-blown litter. Nonetheless, without a Town of Mammoth Lakes ban, a County ban alone would not noticeably reduce litter at Benton Crossing. Therefore, imposing a County ban did not seem particularly beneficial, it would be a burden to our businesses, did not seem to have political support, so the concept was dropped.

#### **State Legislation**

The state meanwhile moved forward legislation of its own. In September 2014, the state passed SB270. Under SB270, plastic bags will be phased out of checkout counters at large grocery stores (\$2m+ gross annual revenue), and convenience stores (i.e., holding Type 20 or 21 ABC license) and pharmacies in 2016. The law does not apply to bags used for fruits, vegetables or meats, or to shopping bags used at other retailers. It allows grocers to charge a fee of at least 10 cents for using paper bags.

Type 20 or Type 21 ABC licenses are for off-sale beer and wine, and off-sale general. This means that it would apply to nearly all of the markets, gas stations, and several other stores in unincorporated Mono County.

Interestingly, the state law also preempts any local regulation, and “occupies the whole field of regulation of reusable grocery bags, single-use carryout bags, and recycled paper bags” and prohibits local agencies from enforcing bans after the state law goes into effect.

The legislation also sets specific criteria for “re-usable” bags, ensuring that the substitutes for plastic bags are in fact reusable many times.

The state law was supposed to be effective July 1, 2015, but a referendum to overturn the measure qualified for the November 2016 ballot and the law is now on hold until California voters weigh in next year.

### **Town Effort**

Since the SWTF discussions in 2012, there has been an increasing interest within the Town of Mammoth Lakes to enact a ban of their own. With input from a citizens group, the Town drafted an Ordinance that would apply in the Town in the event the state legislation is rebuffed by voters in November 2016. If the state legislation is validated in November 2016, the Town would be prohibited from enforcing their ordinance, per the state’s preemption.

The Town’s ban is different from the State’s. The Town ban applies to all retailers, without qualification of annual sales, or ABC license. The Town also included an effective date of March 1, 2016 to allow retailers to exhaust their stock of plastic bags prior to the ban being implemented.

### **DISCUSSION:**

The County can adopt an ordinance if it wishes. Some things to consider:

1. To whom should it apply? To all off-sale license holders? Only to grocery-type stores? To all stores, as in the Town?
2. When should it apply? If the County enacts an ordinance and the State law is validated in November 2016, the County’s applicability will be preempted, so any retailer not covered by the state law would have to adopt programs only to have them revert back.
3. Outreach – what kind of outreach should be conducted? Survey affected Business owners? Any additional outreach?

If you have any questions regarding this item, please contact me at (760) 932-5453.

Respectfully submitted,



Tony Dublino  
Solid Waste Superintendent

### **Attachments:**

State Ordinance  
Town Ordinance

## Senate Bill No. 270

### CHAPTER 850

An act to add Chapter 5.3 (commencing with Section 42280) to Part 3 of Division 30 of the Public Resources Code, relating to solid waste, and making an appropriation therefor.

[Approved by Governor September 30, 2014. Filed with Secretary of State September 30, 2014.]

#### LEGISLATIVE COUNSEL'S DIGEST

SB 270, Padilla. Solid waste: single-use carryout bags.

(1) Existing law, until 2020, requires an operator of a store, as defined, to establish an at-store recycling program that provides to customers the opportunity to return clean plastic carryout bags to that store.

This bill, as of July 1, 2015, would prohibit stores that have a specified amount of sales in dollars or retail floor space from providing a single-use carryout bag to a customer, with specified exceptions. The bill would also prohibit those stores from selling or distributing a recycled paper bag at the point of sale unless the store makes that bag available for purchase for not less than \$0.10. The bill would also allow those stores, on or after July 1, 2015, to distribute compostable bags at the point of sale only in jurisdictions that meet specified requirements and at a cost of not less than \$0.10. The bill would require these stores to meet other specified requirements on and after July 1, 2015, regarding providing reusable grocery bags to customers, including distributing those bags only at a cost of not less than \$0.10. The bill would require all moneys collected pursuant to these provisions to be retained by the store and be used only for specified purposes.

The bill, on and after July 1, 2016, would additionally impose these prohibitions and requirements on convenience food stores, foodmarts, and entities engaged in the sale of a limited line of goods, or goods intended to be consumed off premises, and that hold a specified license with regard to alcoholic beverages.

The bill would allow a retail establishment to voluntarily comply with these requirements, if the retail establishment provides the department with irrevocable written notice. The bill would require the department to post on its Internet Web site, organized by county, the name and physical location of each retail establishment that has elected to comply with these requirements.

The bill would require the operator of a store that has a specified amount of sales in dollars or retail floor space and a retail establishment that voluntarily complies with the requirements of this bill to comply with the existing at-store recycling program requirements.

The bill would require, on and after July 1, 2015, a reusable grocery bag sold by certain stores to a customer at the point of sale to be made by a certified reusable grocery bag producer and to meet specified requirements with regard to the bag's durability, material, labeling, heavy metal content, and, with regard to reusable grocery bags made from plastic film on and after January 1, 2016, recycled material content. The bill would impose these requirements as of July 1, 2016, on the stores that are otherwise subject to the bill's requirements.

The bill would prohibit a producer of reusable grocery bags made from plastic film from selling or distributing those bags on and after July 1, 2015, unless the producer is certified by a 3rd-party certification entity, as specified. The bill would require a reusable grocery bag producer to provide proof of certification to the department. The bill would require the department to provide a system to receive proofs of certification online.

The department would be required to publish on its Internet Web site a list of reusable grocery bag producers that have submitted the required certification and their reusable grocery bags. The bill would require the department to establish an administrative certification fee schedule, which would require a reusable grocery bag producer providing proof to the department of certification or recertification to pay a fee. The bill would require that all moneys submitted to the department pursuant to these fee provisions be deposited into the Reusable Grocery Bag Fund, which would be established by the bill, and continuously appropriated for purposes of implementing these proof of certification and Internet Web site provisions, thereby making an appropriation. The bill would also require a reusable grocery bag producer to submit applicable certified test results to the department. The bill would authorize a person to object to a certification of a reusable grocery bag producer by filing an action for review of that certification in the superior court of a county that has jurisdiction over the reusable grocery bag producer. The bill would require the court to determine if the reusable grocery bag producer is in compliance with the provisions of the bill and, based on the court's determination, would require the court to direct the department to either remove or retain the reusable grocery bag producer on its published Internet Web site list.

The bill would allow a city, county, or city and county, or the state to impose civil penalties on a person or entity that knows or reasonably should have known it is in violation of the bill's requirements. The bill would require these civil penalties to be paid to the office of the city attorney, city prosecutor, district attorney, or Attorney General, whichever office brought the action, and would allow the penalties collected by the Attorney General to be expended by the Attorney General, upon appropriation by the Legislature, to enforce the bill's provisions.

The bill would declare that it occupies the whole field of the regulation of reusable grocery bags, single-use carryout bags, and recycled paper bags provided by a store and would prohibit a local public agency from enforcing or implementing an ordinance, resolution, regulation, or rule, or any amendment thereto, adopted on or after September 1, 2014, relating to those bags, against a store, except as provided.

(2) The California Integrated Waste Management Act of 1989 creates the Recycling Market Development Revolving Loan Subaccount in the Integrated Waste Management Account and continuously appropriates the funds deposited in the subaccount to the department for making loans for the purposes of the Recycling Market Development Revolving Loan Program. Existing law makes the provisions regarding the loan program, the creation of the subaccount, and expenditures from the subaccount inoperative on July 1, 2021, and repeals them as of January 1, 2022.

This bill would appropriate \$2,000,000 from the Recycling Market Development Revolving Loan Subaccount in the Integrated Waste Management Account to the department for the purposes of providing loans for the creation and retention of jobs and economic activity in California for the manufacture and recycling of plastic reusable grocery bags that use recycled content. The bill would require a recipient of a loan to agree, as a condition of receiving the loan, to take specified actions.

(3) The bill would require the department, no later than March 1, 2018, to provide a status report to the Legislature on the implementation of the bill's provisions.

Appropriation: yes.

*The people of the State of California do enact as follows:*

#### SECTION 1.

Chapter 5.3 (commencing with Section 42280) is added to Part 3 of Division 30 of the *Public Resources Code*, to read:

#### CHAPTER 5.3. SINGLE-USE CARRYOUT BAGS

## Article 1. Definitions

42280.

- (a) "Department" means the Department of Resources Recycling and Recovery.
- (b) "Postconsumer recycled material" means a material that would otherwise be destined for solid waste disposal, having completed its intended end use and product life cycle. Postconsumer recycled material does not include materials and byproducts generated from, and commonly reused within, an original manufacturing and fabrication process.
- (c) "Recycled paper bag" means a paper carryout bag provided by a store to a customer at the point of sale that meets all of the following requirements:
  - (1) (A) Except as provided in subparagraph (B), contains a minimum of 40 percent postconsumer recycled materials.
  - (B) An eight pound or smaller recycled paper bag shall contain a minimum of 20 percent postconsumer recycled material.
  - (2) Is accepted for recycling in curbside programs in a majority of households that have access to curbside recycling programs in the state.
  - (3) Has printed on the bag the name of the manufacturer, the country where the bag was manufactured, and the minimum percentage of postconsumer content.
- (d) "Reusable grocery bag" means a bag that is provided by a store to a customer at the point of sale that meets the requirements of Section 42281.
- (e) (1) "Reusable grocery bag producer" means a person or entity that does any of the following:
  - (A) Manufactures reusable grocery bags for sale or distribution to a store.
  - (B) Imports reusable grocery bags into this state, for sale or distribution to a store.
  - (C) Sells or distributes reusable bags to a store.(2) "Reusable grocery bag producer" does not include a store, with regard to a reusable grocery bag for which there is a manufacturer or importer, as specified in subparagraph (A) or (B) of paragraph (1).
- (f) (1) "Single-use carryout bag" means a bag made of plastic, paper, or other material that is provided by a store to a customer at the point of sale and that is not a recycled paper bag or a reusable grocery bag that meets the requirements of Section 42281.
  - (2) A single-use carryout bag does not include either of the following:
    - (A) A bag provided by a pharmacy pursuant to Chapter 9 (commencing with Section 4000) of Division 2 of the Business and Professions Code to a customer purchasing a prescription medication.
    - (B) A nonhandled bag used to protect a purchased item from damaging or contaminating other purchased items when placed in a recycled paper bag, a reusable grocery bag, or a compostable plastic bag.
    - (C) A bag provided to contain an unwrapped food item.
    - (D) A nonhandled bag that is designed to be placed over articles of clothing on a hanger.
- (g) "Store" means a retail establishment that meets any of the following requirements:
  - (1) A full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000) or more that sells a line of dry groceries, canned goods, or nonfood items, and some perishable items.
  - (2) Has at least 10,000 square feet of retail space that generates sales or use tax pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law (Part 1.5 (commencing with Section 7200) of Division 2 of the Revenue and Taxation Code) and has a pharmacy licensed pursuant to Chapter 9 (commencing with Section 4000) of Division 2 of the Business and Professions Code.
  - (3) Is a convenience food store, foodmart, or other entity that is engaged in the retail sale of a limited line of goods, generally including milk, bread, soda, and snack foods, and



that holds a Type 20 or Type 21 license issued by the Department of Alcoholic Beverage Control.

(4) Is a convenience food store, foodmart, or other entity that is engaged in the retail sale of goods intended to be consumed off the premises, and that holds a Type 20 or Type 21 license issued by the Department of Alcoholic Beverage Control.

(5) Is not otherwise subject to paragraph (1), (2), (3), or (4), if the retail establishment voluntarily agrees to comply with the requirements imposed upon a store pursuant to this chapter, irrevocably notifies the department of its intent to comply with the requirements imposed upon a store pursuant to this chapter, and complies with the requirements established pursuant to Section 42284.

## Article 2. Reusable Grocery Bags

42281.

(a) On and after July 1, 2015, a store, as defined in paragraph (1) or (2) of subdivision (g) of Section 42280, may sell or distribute a reusable grocery bag to a customer at the point of sale only if the reusable bag is made by a producer certified pursuant to this article to meet all of the following requirements:

- (1) Has a handle and is designed for at least 125 uses, as provided in this article.
- (2) Has a volume capacity of at least 15 liters.
- (3) Is machine washable or made from a material that can be cleaned and disinfected.
- (4) Has printed on the bag, or on a tag attached to the bag that is not intended to be removed, and in a manner visible to the consumer, all of the following information:
  - (A) The name of the manufacturer.
  - (B) The country where the bag was manufactured.
  - (C) A statement that the bag is a reusable bag and designed for at least 125 uses.
  - (D) If the bag is eligible for recycling in the state, instructions to return the bag to the store for recycling or to another appropriate recycling location. If recyclable in the state, the bag shall include the chasing arrows recycling symbol or the term "recyclable," consistent with the Federal Trade Commission guidelines use of that term, as updated.
- (5) Does not contain lead, cadmium, or any other toxic material that may pose a threat to public health. A reusable bag manufacturer may demonstrate compliance with this requirement by obtaining a no objection letter from the federal Food and Drug Administration. This requirement shall not affect any authority of the Department of Toxic Substances Control pursuant to Article 14 (commencing with Section 25251) of Chapter 6.5 of Division 20 of the Health and Safety Code and, notwithstanding subdivision (c) of Section 25257.1 of the Health and Safety Code, the reusable grocery bag shall not be considered as a product category already regulated or subject to regulation.
- (6) Complies with Section 260.12 of Part 260 of Title 16 of the Code of Federal Regulations related to recyclable claims if the reusable grocery bag producer makes a claim that the reusable grocery bag is recyclable.

(b) (1) In addition to the requirements in subdivision (a), a reusable grocery bag made from plastic film shall meet all of the following requirements:

- (A) On and after January 1, 2016, it shall be made from a minimum of 20 percent postconsumer recycled material.
- (B) On and after January 1, 2020, it shall be made from a minimum of 40 percent postconsumer recycled material.
- (C) It shall be recyclable in this state, and accepted for return at stores subject to the at-store recycling program (Chapter 5.1 (commencing with Section 42250)) for recycling.
- (D) It shall have, in addition to the information required to be printed on the bag or on a tag, pursuant to paragraph (4) of subdivision (a), a statement that the bag is made partly or wholly from postconsumer recycled material and stating the postconsumer recycled material content percentage, as applicable.

(E) It shall be capable of carrying 22 pounds over a distance of 175 feet for a minimum of 125 uses and be at least 2.25 mils thick, measured according to the American Society of Testing and Materials (ASTM) Standard D6988-13.

(2) A reusable grocery bag made from plastic film that meets the specifications of the American Society of Testing and Materials (ASTM) International Standard Specification for Compostable Plastics D6400, as updated, is not required to meet the requirements of subparagraph (A) or (B) of paragraph (1), but shall be labeled in accordance with the applicable state law regarding compostable plastics.

(c) In addition to the requirements of subdivision (a), a reusable grocery bag that is not made of plastic film and that is made from any other natural or synthetic fabric, including, but not limited to, woven or nonwoven nylon, polypropylene, polyethylene-terephthalate, or Tyvek, shall satisfy all of the following:

(1) It shall be sewn.

(2) It shall be capable of carrying 22 pounds over a distance of 175 feet for a minimum of 125 uses.

(3) It shall have a minimum fabric weight of at least 80 grams per square meter.

(d) On and after July 1, 2016, a store as defined in paragraph (3), (4), or (5) of subdivision (g) of Section 42280, shall comply with the requirements of this section. 42281.5.

On and after July 1, 2015, a producer of reusable grocery bags made from plastic film shall not sell or distribute a reusable grocery bag in this state unless the producer is certified by a third-party certification entity pursuant to Section 42282. A producer shall provide proof of certification to the department demonstrating that the reusable grocery bags produced by the producer comply with the provisions of this article. The proof of certification shall include all of the following:

(a) Names, locations, and contact information of all sources of postconsumer recycled material and suppliers of postconsumer recycled material.

(b) Quantity and dates of postconsumer recycled material purchases by the reusable grocery bag producer.

(c) How the postconsumer recycled material is obtained.

(d) Information demonstrating that the postconsumer recycled material is cleaned using appropriate washing equipment. 42282.

(a) Commencing on or before July 1, 2015, the department shall accept from a reusable grocery bag producer proof of certification conducted by a third-party certification entity, submitted under penalty of perjury, for each type of reusable grocery bag that is manufactured, imported, sold, or distributed in the state and provided to a store for sale or distribution, at the point of sale, that meets all the applicable requirements of this article. The proof of certification shall be accompanied by a certification fee, established pursuant to Section 42282.1.

(b) A reusable grocery bag producer shall resubmit to the department proof of certification as described in subdivision (a) on a biennial basis. A reusable grocery bag producer shall provide the department with an updated proof of certification conducted by a third-party certification entity if any modification that is not solely aesthetic is made to a previously certified reusable bag. Failure to comply with this subdivision shall result in removal of the relevant information posted on the department's Internet Web site pursuant to paragraphs (1) and (2) of subdivision (e) for each reusable bag that lacks an updated proof of certification conducted by a third-party certification entity.

(c) A third-party certification entity shall be an independent, accredited (ISO/IEC 17025) laboratory. A third-party certification entity shall certify that the producer's reusable grocery bags meet the requirements of Section 44281.

(d) The department shall provide a system to receive proofs of certification online.

(e) On and after July 1, 2015, the department shall publish a list on its Internet Web site that includes all of the following:

(1) The name, location, and appropriate contact information of certified reusable grocery bag producers.

(2) The reusable grocery bags of producers that have provided the required certification.

(f) A reusable grocery bag producer shall submit applicable certified test results to the department confirming that the reusable grocery bag meets the requirements of this article for each type of reusable grocery bag that is manufactured, imported, sold, or distributed in the state and provided to a store for sale or distribution.

(1) A person may object to the certification of a reusable grocery bag producer pursuant to this section by filing an action for review of that certification in the superior court of a county that has jurisdiction over the reusable grocery bag producer. The court shall determine if the reusable grocery bag producer is in compliance with the requirements of this article.

(2) A reusable grocery bag producer whose certification is being objected to pursuant to paragraph (1) shall be deemed in compliance with this article pending a determination by the court.

(3) Based on its determination, the court shall direct the department to remove the reusable grocery bag producer from, or retain the reusable grocery bag producer on, its list published pursuant to subdivision (e).

(4) If the court directs the department to remove a reusable grocery bag producer from its published list, the reusable grocery bag producer shall remain off of the published list for a period of one year from the date of the court's determination.

42282.1.

(a) A reusable grocery bag producer shall submit the fee established pursuant to subdivision (b) to the department when providing proof of certification or recertification pursuant to Sections 42281.5 and 42282.

(b) The department shall establish an administrative certification fee schedule that will generate fee revenues sufficient to cover, but not exceed, the department's reasonable costs to implement this article. The department shall deposit all moneys submitted pursuant to this section into the Reusable Grocery Bag Fund, which is hereby established in the State Treasury. Notwithstanding Section 11340 of the Government Code, moneys in the fund are continuously appropriated, without regard to fiscal year, to the department for the purpose of implementing this article.

### Article 3. Single-Use Carryout Bags

42283.

(a) Except as provided in subdivision (e), on and after July 1, 2015, a store, as defined in paragraph (1) or (2) of subdivision (g) of Section 42280, shall not provide a single-use carryout bag to a customer at the point of sale.

(b) (1) On and after July 1, 2015, a store, as defined in paragraph (1) or (2) of subdivision (g) of Section 42280, shall not sell or distribute a reusable grocery bag at the point of sale except as provided in this subdivision.

(2) On and after July 1, 2015, a store, as defined in paragraph (1) or (2) of subdivision (g) of Section 42280, may make available for purchase at the point of sale a reusable grocery bag that meets the requirements of Section 42281.

(3) On and after July 1, 2015, a store, as defined in paragraph (1) or (2) of subdivision (g) of Section 42280, that makes reusable grocery bags available for purchase pursuant to paragraph (2) shall not sell the reusable grocery bag for less than ten cents (\$0.10) in order to ensure that the cost of providing a reusable grocery bag is not subsidized by a customer who does not require that bag.

(c) (1) On and after July 1, 2015, a store, as defined in paragraph (1) or (2) of subdivision (g) of Section 42280, shall not sell or distribute a recycled paper bag except as provided in this subdivision.

(2) A store, as defined in paragraph (1) or (2) of subdivision (g) of Section 42280, may make available for purchase a recycled paper bag. On and after July 1, 2015, the store shall not sell a recycled paper bag for less than ten cents (\$0.10) in order to ensure that the cost of providing a recycled paper bag is not subsidized by a consumer who does not require that bag.

(d) Notwithstanding any other law, on and after July 1, 2015, a store, as defined in paragraph (1) or (2) of subdivision (g) of Section 42280, that makes reusable grocery bags or recycled paper bags available for purchase at the point of sale shall provide a reusable grocery bag or a recycled paper bag at no cost at the point of sale to a customer using a payment card or voucher issued by the California Special Supplemental Food Program for Women, Infants, and Children pursuant to Article 2 (commencing with Section 123275) of Chapter 1 of Part 2 of Division 106 of the Health and Safety Code or an electronic benefit transfer card issued pursuant to Section 10072 of the Welfare and Institutions Code.

(e) On and after July 1, 2015, a store, as defined in paragraph (1) or (2) of subdivision (g) of Section 42280, may distribute a compostable bag at the point of sale, if the compostable bag is provided to the consumer at the cost specified pursuant to paragraph (2), the compostable bag, at a minimum, meets the American Society for Testing and Materials (ASTM) International Standard Specification for Compostable Plastics D6400, as updated, and in the jurisdiction where the compostable bag is sold and in the jurisdiction where the store is located, both of the following requirements are met:

(1) A majority of the residential households in the jurisdiction have access to curbside collection of foodwaste for composting.

(2) The governing authority for the jurisdiction has voted to allow stores in the jurisdiction to sell to consumers at the point of sale a compostable bag at a cost not less than the actual cost of the bag, which the Legislature hereby finds to be not less than ten cents (\$0.10) per bag.

(f) A store, as defined in paragraph (1) or (2) of subdivision (g) of Section 42280, shall not require a customer to use, purchase, or accept a single-use carryout bag, recycled paper bag, compostable bag, or reusable grocery bag as a condition of sale of any product.  
42283.5.

On and after July 1, 2016, a store, as defined in paragraph (3), (4), or (5) of subdivision (g) of Section 42280, shall comply with the same requirements of Section 42283 that are imposed upon a store, as defined in paragraph (1) or (2) of subdivision (g) of Section 42280.  
42283.6.

(a) The operator of a store, as defined in paragraph (1) or (2) of subdivision (g) of Section 42280 that makes recycled paper or reusable grocery bags available at the point of sale, shall be subject to the provisions of the at-store recycling program (Chapter 5.1 (commencing with Section 42250)).

(b) A store that voluntarily agrees to comply with the provisions of this article pursuant to subdivision (g) of Section 42280, shall also comply with the provisions of the at-store recycling program (Chapter 5.1 (commencing with Section 42250)).  
42283.7.

All moneys collected pursuant to this article shall be retained by the store and may be used only for the following purposes:

- (a) Costs associated with complying with the requirements of this article.
- (b) Actual costs of providing recycled paper bags or reusable grocery bags.
- (c) Costs associated with a store's educational materials or educational campaign encouraging the use of reusable grocery bags.

42284.

(a) A retail establishment not specifically required to comply with the requirements of this chapter is encouraged to reduce its distribution of single-use plastic carryout bags.

(b) Pursuant to the provisions of subdivision (g) of Section 42280, any retail establishment that is not a "store," that provides the department with the irrevocable written notice as specified in subdivision (c), shall be regulated as a "store" for the purposes of this chapter.

(c) The irrevocable written notice shall be dated and signed by an authorized representative of the retail establishment, and shall include the name and physical address of all retail locations covered by the notice. The department shall acknowledge receipt of the notice in writing and shall specify the date the retail establishment will be regulated as a "store," which shall not be less than 30 days after the date of the department's acknowledgment. The department shall post on its Internet Web site, organized by county, the name and physical location or locations of each retail establishment that has elected to be regulated as a "store."

#### Article 4. Enforcement

42285.

(a) A city, a county, a city and county, or the state may impose civil liability on a person or entity that knowingly violated this chapter, or reasonably should have known that it violated this chapter, in the amount of one thousand dollars (\$1,000) per day for the first violation of this chapter, two thousand dollars (\$2,000) per day for the second violation, and five thousand dollars (\$5,000) per day for the third and subsequent violations.

(b) Any civil penalties collected pursuant to subdivision (a) shall be paid to the office of the city attorney, city prosecutor, district attorney, or Attorney General, whichever office brought the action. The penalties collected pursuant to this section by the Attorney General may be expended by the Attorney General, upon appropriation by the Legislature, to enforce this chapter.

#### Article 5. Preemption

42287.

(a) Except as provided in subdivision (c), this chapter is a matter of statewide interest and concern and is applicable uniformly throughout the state. Accordingly, this chapter occupies the whole field of regulation of reusable grocery bags, single-use carryout bags, and recycled paper bags, as defined in this chapter, provided by a store, as defined in this chapter.

(b) On and after January 1, 2015, a city, county, or other local public agency shall not enforce, or otherwise implement, an ordinance, resolution, regulation, or rule, or any amendment thereto, adopted on or after September 1, 2014, relating to reusable grocery bags, single-use carryout bags, or recycled paper bags, against a store, as defined in this chapter, unless expressly authorized by this chapter.

(c) (1) A city, county, or other local public agency that has adopted, before September 1, 2014, an ordinance, resolution, regulation, or rule relating to reusable grocery bags, single-use carryout bags, or recycled paper bags may continue to enforce and implement that ordinance, resolution, regulation, or rule that was in effect before that date. Any amendments to that ordinance, resolution, regulation, or rule on or after January 1, 2015, shall be subject to subdivision (b), except the city, county, or other local public agency may adopt or amend an ordinance, resolution, regulation, or rule to increase the amount that a store shall charge with regard to a recycled paper bag, compostable bag, or reusable grocery bag to no less than the amount specified in Section 42283.

(2) A city, county, or other local public agency not covered by paragraph (1) that, before September 1, 2014, has passed a first reading of an ordinance or resolution expressing the

intent to restrict single-use carryout bags and, before January 1, 2015, adopts an ordinance to restrict single-use carryout bags, may continue to enforce and implement the ordinance that was in effect before January 1, 2015.

#### Article 6. Financial Provisions

42288.

(a) Notwithstanding Section 42023.2, the sum of two million dollars (\$2,000,000) is hereby appropriated from the Recycling Market Development Revolving Loan Subaccount in the Integrated Waste Management Account to the department for the purposes of providing loans for the creation and retention of jobs and economic activity in this state for the manufacture and recycling of plastic reusable grocery bags that use recycled content, including postconsumer recycled material.

(b) The department may expend, if there are applicants eligible for funding from the Recycling Market Development Revolving Loan Subaccount, the funds appropriated pursuant to this section to provide loans for both of the following:

(1) Development and conversion of machinery and facilities for the manufacture of single-use plastic bags into machinery and facilities for the manufacturer of durable reusable grocery bags that, at a minimum, meet the requirements of Section 42281.

(2) Development of equipment for the manufacture of reusable grocery bags, that, at a minimum, meet the requirements of Section 42281.

(c) A recipient of a loan authorized by this section shall agree, as a condition of receiving the loan, to retain and retrain existing employees for the manufacturing of reusable grocery bags that, at a minimum, meet the requirements of Section 42281.

(d) Any moneys appropriated pursuant to this section not expended by the end of the 2015-16 fiscal year shall revert to the Recycling Market Development Revolving Loan Subaccount for expenditure pursuant to Article 3 (commencing with Section 42010) of Chapter 1.

(e) Applicants for funding under this section may also apply for funding or benefits from other economic development programs for which they may be eligible, including, but not limited to, both of the following:

(1) An income tax credit, as described in Sections 17059.2 and 23689 of the Revenue and Taxation Code.

(2) A tax exemption pursuant to Section 6377.1 of the Revenue and Taxation Code.

SEC. 2.

No later than March 1, 2018, the department, as a part of its reporting requirement pursuant to Section 40507 of the Public Resources Code, shall provide a status report on the implementation of Chapter 5.3 (commencing with Section 42280) of Part 3 of Division 30 of the Public Resources Code.

**Mammoth Lakes Town Council  
Agenda Action Sheet**

**Council Meeting Date:** September 16, 2015 **Date Prepared:** Sept. 8, 2015


**Prepared by:** Daniel C. Holler, Town Manager 

**Title:** Adoption of an Ordinance amending the Municipal Code by adding Chapter 8.10 pertaining to disposable and reusable bags.

**Agenda:** Consent

**Recommended Motion:** Waive the reading and adopt by title only the Ordinance amending the Municipal Code by adding Chapter 8.10 pertaining to disposable and reusable bags and finding the ordinance to be categorically exempt from CEQA environmental review pursuant to Section 15307, actions by regulatory agencies for protection of natural resources, and Section 15308, actions by regulatory agencies for protection of the environment and direct staff to file a Notice of Exemption.

**Background Information:** The concept of placing limits on single-use plastic carryout bags is ongoing policy discussion within the State of California (and in other states) and local communities. Over 100 California cities have taken action to limit the use of specified plastic bags. State legislation (SB 270) was adopted in 2014 which pre-empted the Town’s ability to adopt an Ordinance. A referendum on the State law was successful and will go to the voters in November 2016. Due to the Referendum, the Town proceeded with the introduction of a local Ordinance on September 2, 2015. If the state law is overturned then the Town’s ordinance will stay in effect, if the State Law is retained, then the Town’s ordinance would no longer apply. The request to limit certain plastic bags in Mammoth Lakes has been presented to the Council by community members and a number of supporting “petitions” have been filed with the Town. Outreach to local businesses has occurred, with limited opposition received. The community supports the concept that single-use bags both paper and plastic have adverse impacts on the environment and should be avoided when a reasonable alternative is available. Reusable bags, when used multiple times, have fewer impacts on the environment and should be the preferred choice of consumers. In an effort to encourage consumers to utilize reusable bags, the proposed ordinance bans single-use plastic bags while requiring a mandatory minimum charge on any recycled paper or reusable bags provided at checkout. The ordinance addresses concerns over restaurant use for “to-go” service, continued use of bags for meats and produce and other limits, allowance for charging for paper bags and a time line for implementation that will allow for current stock of plastic bags to be used. The ordinance is scheduled to be effective March 1, 2016. This provides time for the community to prepare for compliance with the ordinance.

**Reviewed by:**  
 Town Manager      \_\_\_\_\_ Town Attorney

**ORDINANCE NUMBER NO. 15-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF  
MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA,  
ADDING CHAPTER 8.10 TO THE MAMMOTH LAKES MUNICIPAL  
CODE PERTAINING TO  
THE USE OF DISPOSABLE AND REUSABLE BAGS**

**WHEREAS**, the use of single-use carryout bags by consumers at retail establishments results in unnecessary negative impacts on the environment and that reusable bags are readily available and provide a cost effective alternative to single-use bags; and

**WHEREAS**, the manufacturing and distribution of single-use carryout bags requires the utilization of natural resources and energy often resulting in the generation of pollution and greenhouse gas emissions; and

**WHEREAS**, single-use plastic carryout bags are difficult to recycle and often end up in landfills or as roadside litter impacting storm drains, polluting streams and lakes and polluting soils as these bags photo-degrade; and

**WHEREAS**, single-use paper bags are currently accepted in local recycling programs but require significant resources to manufacture and recycle and should only be made available if the bag is purchased for a charge and made of a minimum 40% post-consumer recycled content, containing no old-growth fiber; and

**WHEREAS**, all single-use carryout bags provided by retail establishments contribute to the generation of waste and in order to achieve waste reduction goals as mandated and directed by the state of California it is necessary to adopt policies that focus on waste prevention, reduction and reuse; and

**WHEREAS**, the Town Council does, accordingly, find and declare that it should restrict the distribution of single use carry-out bags.

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

**Section 1.** Recitals. The above recitals are all true and correct.

**Section 2.** Approval. The Town Council hereby adopts Chapter 8.10 of the Mammoth Lakes Municipal Code, entitled "Disposable and Reusable Bags," the text of which shall be as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

**Section 3.** Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance, or any part thereof, is held invalid or unconstitutional, then such decision shall not affect the validity of the remaining sections or portions of this ordinance or part thereof. The Town Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance irrespective of



the fact that any one or more sections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

**Section 4.** Effective Date. The Mayor shall sign and the Town Clerk shall certify passage and adoption of this ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this ordinance shall take effect 30 days following its adoption.

***ADOPTED, SIGNED and APPROVED*** this 7th day of October, 2015.

\_\_\_\_\_  
MICHAEL RAIMONDO, Mayor

ATTEST:

\_\_\_\_\_  
JAMIE GRAY, Town Clerk

## EXHIBIT "A"

### CHAPTER 8.10 - DISPOSABLE AND REUSABLE BAGS

8.10.010	Definitions
8.10.020	Effective Date
8.10.030	Carryout Bag Regulations
8.10.040	Exemptions
8.10.050	Record Keeping and Inspection
8.10.060	Enforcement
8.10.070	Supersession

#### 8.10.010 Definitions

For the purpose of this chapter, the following definitions shall apply to the capitalized terms unless the context clearly indicates or requires a different meaning.

**"Customer"** means any person obtaining goods from a retail establishment.

**"Post-Consumer Recycled Content"** means material that would otherwise be destined for solid waste disposal, having completed its intended end use and product life cycle. Post-Consumer Recycled Content does not include materials and byproducts generated from, and commonly reused within, an original manufacturing and fabrication process.

**"Prepared Food"** means foods or beverages which are prepared on the premises by cooking, chopping, slicing, mixing, freezing, or squeezing, and which require no further preparation to be consumed. Prepared food does not include any raw, uncooked meat product or fruits or vegetables which are chopped, squeezed, or mixed.

**"Recycled Content Paper Bag"** means a paper bag provided at the check stand, cash register, point of sale, or other point of departure for the purpose of transporting food or merchandise out of the establishment that contains no old growth fiber and a minimum of forty percent post-consumer recycled content and is one hundred percent recyclable.

**"Retail Establishment"** means any commercial establishment and/or vendor that sells perishable or nonperishable goods including, but not limited to, clothing, food, and personal items directly to the customer; and is located within or doing business within the geographical limits of the Town of Mammoth Lakes. "Retail establishment" does not include a restaurant, take-out food establishment, or any other business that receives 90% or more of its revenue from the sale of Prepared Food to be eaten on or off its premises.

**"Reusable Bag"** means either a bag made of cloth or other machine washable fabric that has handles, or a durable plastic bag with handles that is at least 2.25 mil thick and is specifically designed and manufactured for multiple reuse.

**"Single-Use Carryout Bag"** means a bag with handles, other than a reusable bag, provided at the check stand, cash register, point of sale or other point of departure, including departments within a store, for the purpose of transporting food or merchandise out of the establishment.

“Single-use carryout bags” do not include bags which form part of a product’s packaging or bags without handles provided to the customer, including but not limited to bags provided: (1) to transport prepared food, produce, bulk items such as loose beads or small hardware items, bulk food or meat from a department within a store to the point of sale (2) to protect items which have been dry-cleaned; or (3) to segregate food or merchandise that could damage or contaminate other food or merchandise when placed together in a reusable bag or recycled paper bag.

#### **8.10.020 Effective Date**

This chapter shall take effect March 1, 2016.

#### **8.10.030 Carryout Bag Regulations**

A. No retail establishment shall provide a single-use carryout bag to a customer, at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment, except as provided in this section.

B. On or after the date of implementation, a retail establishment may make available for sale to a customer a recycled content paper bag or a reusable bag for a minimum price of ten cents (\$0.10). No retail establishment shall provide a customer with a credit, rebate, or refund of this charge. The collection of sales tax on such sales shall comply with state law and any direction provided by the State Board of Equalization.

C. No retail establishment may make available for sale a recycled content paper bag or reusable bag unless the price of the recycled paper bag and reusable bag is separately itemized on the sales receipt.

D. A retail establishment may provide a reusable bag at no charge if it is distributed as part of an infrequent and limited time promotion. No such promotion or series of promotions offered by a retail establishment shall exceed a total of 90 days in any consecutive 12-month period.

E. Nothing in this Chapter prohibits customers from using bags of any type that they bring to a retail establishment themselves or from carrying away goods that are not placed in a bag at point of sale, in lieu of using bags provided by the establishment.

#### **8.10.040 Exemptions**

The Town Manager, or his or her designee, may in his or her sole discretion exempt a retail establishment from the provisions of Section 8.10.030 of this Chapter for a period of up to six months from the implementation date of this Chapter upon the retail establishment furnishing written evidence that the enforcement of such provisions would create an undue hardship or practical difficulty not generally applicable to other retail establishments in similar circumstances. The Town Manager or his or her designee’s decision shall be final.

#### **8.10.050 Record Keeping and Inspection**

Every retail establishment shall keep complete and accurate records on forms provided by the Town, of the sale of any recycled content paper bag or reusable bag provided by the retail establishment for a minimum period of three years from the date of purchase and sale, which record shall be available for inspection at no cost to the Town during regular business hours by any Town employee authorized to enforce this part. Unless an alternative location or method of

review is mutually agreed upon, the records or documents shall be available at the retail establishment address. The provision of false information including incomplete records or documents to the Town shall be a violation of this Chapter.

**8.10.060 Enforcement**

This chapter may be enforced by any legal means available to the Town, including but not limited to those means provided by Chapters 1.04, 1.12, and 8.32 of this code.

**8.10.070 Supersession**

This chapter may be superseded by the approval by California voters of Senate Bill 270, which would implement a statewide ban on plastic bags that would supersede local bans adopted after 2014, as part of a referendum to be held with the November 2016 election. However, this chapter shall remain in effect until and unless Senate Bill 270 is approved by the voters at the referendum election.

Public Comment Re Agenda Item 15  
9/2/15

Date: September 1, 2015

To: Dan Holler, Town Manager, TOML

CC: TOML Town Council

Sent via email to: [jgray@townofmammothlakes.ca.gov](mailto:jgray@townofmammothlakes.ca.gov)

From: Jennifer Langlo Sheldon

Re: Ordinance of the Town Council of the TOML pertaining to the use of disposable and reusable bags.

1. As a strong supporter of banning the use of plastic bags because of the adverse affects on the environment, this is great news. Bravo!
2. Thank you very much for the time and effort that went into making this important community decision to move forward rather than waiting to see what the outcome will be when the referendum on the State law goes to the California voters in November, 2016.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE**     October 20, 2015

**Departments: Community Development Department**

**TIME REQUIRED**     Public Hearing - 10:00 a.m. / 1 hour     **PERSONS**     Courtney Weiche  
**APPEARING**

**SUBJECT**             Appeal of Variance 15-001     **BEFORE THE**  
**BOARD**

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### AGENDA DESCRIPTION:

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

Appeal by Matthew Lehman, Lehman Investments LLC, of the Planning Commission's approval of noise Variance 15-001/Lower Rock Creek Mutual Water Company.

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### RECOMMENDED ACTION:

Conduct a public hearing to receive all relevant testimony in considering the appeal by Matthew Lehman and Lehman Investments LLC of noise Variance 15-001/ Lower Rock Creek Mutual Water Company (LRCMWC), and either affirm, affirm in part, or reverse the Planning Commission's decision granting the variance, making appropriate findings.

---

### FISCAL IMPACT:

No impact to general fund.

---

**CONTACT NAME:** Courtney Weiche

**PHONE/EMAIL:** 7609241803 / cweiche@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:

---

### MINUTE ORDER REQUESTED:

YES    NO

---

### ATTACHMENTS:

Click to download

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[Staff Report](#)

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[Resolution](#)

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[Appeal Application](#)

- [📁 Appeal Email from Mr. Lehman 09.23.15](#)

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- [📁 Planning Commission Staff Report and Attachments](#)

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- [📁 Planning Commission Minutes](#)

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- [📁 Planning Commission Comment Letters](#)

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- [📁 Notice of Exemption](#)

---

- [📁 Spec Plan Excerpt](#)

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- [📁 Correspondence](#)

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- [📁 Comment letters rec'd in Clerk's office](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/14/2015 3:31 PM	County Administrative Office	Yes
10/14/2015 7:04 PM	County Counsel	Yes
10/15/2015 10:28 AM	Finance	Yes

# Mono County Community Development Department

PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
commdev@mono.ca.gov

## Planning Division

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

Date: October 20, 2015

To: The Honorable Chair and Members of the Board of Supervisors

From: Courtney Weiche, Associate Planner

Re: Appeal by Matthew Lehman, Lehman Investments LLC, of the Planning Commission's approval of noise Variance 15-001/Lower Rock Creek Mutual Water Company

### RECOMMENDATION

That the Board of Supervisors conduct a public hearing to receive all relevant testimony in considering the appeal by Matthew Lehman and Lehman Investments LLC of noise Variance 15-001/ Lower Rock Creek Mutual Water Company (LRCMWC), and either affirm, affirm in part, or reverse the Planning Commission's decision granting the variance, making appropriate findings. A draft resolution is attached containing the required findings should the Board affirm the Planning Commission's issuance of the variance.

### PLANNING COMMISSIONS ACTION

Following a public hearing held September 10, 2015, the Mono County Planning Commission made required findings and approved Variance 15-001, from County noise standards set forth in Mono County Code Chapter 10.16. The attached minutes note the decision followed significant public testimony..

### PROJECT DESCRIPTION

The appeal filed by Matthew Lehman and Lehman Investments LLC concerns a variance from noise standards applicable to the drilling of a replacement well for the LRCMWC. A ministerial well permit to install the well had been previously issued to LRCMWC by Mono County Environmental Health. The well was to be situated proximate to the existing operating LRCMWC well within the Rock Creek Canyon (RCC) Specific Plan, on an open space parcel. The RCC Specific Plan specifically allows future LRCMWC facilities and improvements including the needed replacement well (see attached excerpt from Specific Plan) as permitted uses on the parcel. Accordingly, the application which was considered and ultimately approved by the Planning Commission was solely for a variance from noise standards, and did not involve approval of the well or a land use permit. For a more thorough variance project description, please review the attached Planning Commission staff report and attachments.

### ENVIRONMENTAL REVIEW

As discussed above, the well permit has already been issued, is ministerial and thus exempt from the California Environmental Quality Act (CEQA). Also, since the well is a permitted use under the Rock Creek Canyon Specific Plan, which was adopted with a certified Environmental Impact Report, no land use permits subject to CEQA are applicable. The issuance of a variance for associated noise for well construction is therefore exempt from CEQA under Section 15302 Class 2 & 15306 Class 6. A Notice of Exemption has been filed with the County Clerk and the State Clearinghouse.



## **APPEAL PROCESS**

Appeals of any decision of the Planning Commission may be made to the Board of Supervisors by filing a written notice of appeal with the Community Development Director within 10 calendar days following the Commission action. An appeal of the Planning Commission's decision was filed by Matthew Lehman and Lehman Investments, LLC on September 18, 2015 (see appeal application, Attachment A). The attached appeal application and associated email indicate the nature of the appeal by Lehman Investments LLC is drilling operations, well construction and development. The stated reason for appeal is CEQA exemptions, noise variances, environmental resource concerns, impacts to neighboring property owners, and biased applicant treatment. However, the only approval issued on September 10<sup>th</sup> by the Planning Commission was of noise Variance 15-001 (and associated findings) and, accordingly, only that action is subject to appeal.

Chapter 47 of the Land Use Element specifies that appeals are *de novo*, meaning the Board of Supervisors is not limited to a review of the record and may hear the matter over again (as if for the first time).

## **ADJOINING PROPERTY OWNER NOTICE**

A notice to surrounding property owners within 300 feet was sent October 7<sup>th</sup>. To date, a number of comments have been received in support of the Planning Commission's Variance approval and are included as an attachment as Board correspondence.

## **REQUIRED VARIANCE FINDINGS**

If the Board decides to uphold the Planning Commission approval, it must find the variance application complies with the following:

1. Because of special circumstances (other than monetary hardship) applicable to the property, including its size, shape, topography, location or surrounding, the strict application of the provision of this title deprives such property of privileges (not including the privilege of maintaining a nonconforming use or status) enjoyed by other property in the vicinity and in an identical land use designation; and,
2. The granting of a variance will not constitute a special privilege inconsistent with the limitations upon other properties in the vicinity and in the land use designation in which the property is situated; and,
3. The granting of a variance will not be detrimental to the public welfare or injurious to property or improvements in the area in which the property is situated; and,
4. The granting of a variance will not be in conflict with the established map and text of the general and specific plans and policies of the County.

## **Enclosures:**

- Proposed Resolution
- Appeal Application and email
- Planning Commission Staff Report and Attachments
- Planning Commission Minutes
- Notice of Exemption
- Rock Creek Canyon Specific Plan Excerpt
- Public Comments Responding to Appeal & Miscellaneous Correspondence



RESOLUTION R15-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
DENYING APPEAL OF VARIANCE 15-001 FROM THE NOISE STANDARDS  
SET FORTH IN MONO COUNTY CODE CHAPTER 10.16  
APPROVED BY THE MONO COUNTY PLANNING COMMISSION  
ON SEPTEMBER 10, 2015**

**WHEREAS**, under the Rock Creek Canyon Specific Plan and FEIR, approved by the Board of Supervisors in December of 2010, the installation of water supply facilities to serve the existing community by LRCMWC is a permitted use on APN 026-330-015 (the “Site”); and

**WHEREAS**, in 2013, the LRCMWC applied for and was issued a ministerial environmental health permit to drill a replacement water supply well on the Site to serve the existing community; and

**WHEREAS**, noise standards set forth in Section 10.16.090 of the Mono County Code limit noise levels associated with well drilling to 60 dbA (daytime, weekdays and Saturdays) and 50 dbA (nighttime, Sundays and holidays) as measured at the nearest residential or commercial property (the “Noise Standards”), unless a variance is granted or other factors are present; and

**WHEREAS**, in July of 2015, LRCMWC applied for a variance from the Noise Standards for the drilling of its replacement water supply well (the “Noise Variance”) on the basis, inter alia, that it could not adequately shield the drilling noise to levels within the Noise Standards due to the Site’s size, topography, location, and surroundings; and

**WHEREAS**, on September 10, 2015, the Mono County Planning Commission held a properly noticed and advertised public hearing to hear all testimony and consider all evidence relevant to the Noise Variance request; and

**WHEREAS**, following the public hearing, the Planning Commission found the Noise Variance to be categorically exempt under the California Environmental Quality Act (CEQA), and approved Variance 15-001 authorizing noise levels associated with the drilling to exceed the Noise Standards for a period of 30 days, or as minimally extended by the Community Development Director; and

**WHEREAS**, on September 18, 2015, Matthew Lehman, and Lehman Investments, LLC (collectively “Lehman”) filed an appeal of the Planning Commission’s action; and

**WHEREAS**, having considered the appeal filed by Lehman during a duly noticed public hearing held on October 20, 2015, and based on information provided by Lehman, LRCMWC, the public, and staff, the Board of Supervisors desires to affirm the Planning Commission’s actions and approve and affirm the issuance of Variance 15-001, thereby denying the appeal;

1 **NOW, THEREFORE**, the Mono County Board of Supervisors hereby **AFFIRMS** the findings of  
2 the Mono County Planning Commission pursuant to the California Environmental Act as related to  
3 Noise Variance 15-001 and, based on the evidence before it, independently **FINDS** and  
**DETERMINES**, for the reasons set forth below and elsewhere in the record, as follows:

- 4 1. The granting of Variance 15-001 from the Noise Standards is categorically exempt from  
5 CEQA pursuant to 14 CCR §15302 (replacement or reconstruction of existing facilities).

6 Variance 15-001 authorizes the LRCMWC to exceed the noise standards set forth in Mono  
7 County Code section 10.16.090 in connection with the installation of a water supply well to  
8 replace the existing well currently serving the Paradise community (including the Rock  
9 Creek Canyon Specific Plan area). The replacement well is located on the same parcel as  
the existing well, serves the same purpose and involves no expansion of capacity.

10 The “project” for CEQA purposes is not the installation of the replacement well itself, but  
11 instead is only the drilling noise associated with installation of the already-approved well  
12 (specifically, the difference between drilling noise conducted in conformance with the Noise  
13 Standards and drilling noise at levels approximately 10 dbA higher daytime during  
14 weekdays and Saturdays, and 20 dbA higher nighttime, Sundays and holidays). Because the  
15 installation of the well itself would be exempt from CEQA under 14 CCR §15302, such  
16 exemption necessarily includes all components of the activity of installing the well, such as  
17 drilling.

- 18 2. The granting of Variance 15-001 from the Noise Standards is categorically exempt from  
19 CEQA pursuant to 14 CCR §15306 (information collection).

20 As with any well installation, there is the possibility that the drilling will not yield a viable  
21 well or water supply for the community. If this should occur, then the activity will have  
22 been merely informational. As such, it is categorically exempt pursuant to 14 CCR § 15306,  
23 as well as exempt under §15302 as described above.

24 **BE IT FURTHER RESOLVED THAT** the Mono County Board of Supervisors hereby  
25 **AFFIRMS** the findings of the Mono County Planning Commission in support of Noise Variance  
26 15-001 and, based on the evidence before it, independently **FINDS** and **DETERMINES**, for the  
27 reasons set forth below and elsewhere in the record, as follows:

- 28 1. **Because of special circumstances (other than monetary hardship) applicable to the**  
29 **property, including its size, shape, topography, location, or surroundings, the strict**  
30 **application of the provisions of this title deprives such property of privileges (not**  
**including the privilege of maintaining a nonconforming use or status) enjoyed by other**  
**property in the vicinity and in an identical land use designation.**

The Site is located near the bottom of Rock Creek Canyon, and below the residential noise  
receptors, (the community of Paradise). Noise associated with well drilling operations can  
be buffered through the use of “sound walls” (such as hay bales or other sound absorbing

1 material) between the drill site and receptors. However, due to the location, size, and  
2 topography of the Site and its surroundings (with receptors located uphill from the drill site),  
3 sound walls would not effectively prevent or minimize noise traveling upwards towards the  
4 location of the receptors.

5 Further, the Site was selected by the very neighbors who will be affected by the requested  
6 Noise Variance, as a location for a well to serve their community. Yet, it is because of the  
7 location of the Site (i.e., adjacent to and downhill from those neighbors) that there would be  
8 an exceedance of the Noise Standards at all. This is because noise dissipates over distances  
9 and the Noise Standards are based on distance from affected receptors.

10 **2. The grant of variance will not constitute a special privilege inconsistent with the**  
11 **limitations upon other properties in the vicinity and in the land use designation in**  
12 **which the property is situated.**

13 The only other property in the vicinity with the land use designation of Open Space is  
14 owned by the Los Angeles Department of Water and Power, which is not subject to Mono  
15 County regulation of activities related to water development (including the Noise  
16 Standards), and thus the requested Noise Variance will not constitute a special privilege  
17 inconsistent with limitations on those like-designated properties.

18 The residents of Sierra Paradise Estates and Rock Creek Canyon would be most directly  
19 affected by this project. There are approximately 130 residences within 2000 feet to the west  
20 and south of the project site. A petition was circulated by the water company informing  
21 residents of Sierra Paradise Estates and Rock Creek Canyon of the potential noise nuisance.  
22 The petition has over 70 signatures in support of the requested Noise Variance and  
23 represents 100% cooperation thus far. Generally speaking, the community prefers the 24-  
24 hr/7 days a week schedule at higher decibal levels to expedite the construction of the  
25 replacement well and to minimize the short-term noise impacts associated with the drilling.

26 **3. The grant of variance will not be detrimental to the public welfare or injurious to**  
27 **property or improvements in the area in which the property is situated.**

28 Exceedence of the Noise Standards would be temporary (30 days, with limited extension)  
29 and will reduce the project construction time, expedite the completion of the replacement  
30 supply well, and mitigate possible failure of the existing well. Again, this option was the  
31 preferred option by the community as demonstrated by the circulated petition.

32 **4. The grant of variance will not be in conflict with established map and text of the**  
33 **general and specific plans and policies of the County.**

- 34 a) The project is consistent with Mono County Code Chapter 10.16 Noise  
35 Regulations, which allows a variance from the Noise Standards to be granted if  
36 certain findings are made.

- 1 b) The project is consistent with Mono County General Plan Noise Element Chapter  
2 VII:

3 **Objective B**

4 *Minimize the impacts of new noise sources on the noise environment.*

5 *Policy 2: The total noise level resulting from new sources and  
6 ambient noise shall not exceed the standards established in Chapter  
7 10.16 of the Mono County Code.*

8 Chapter 10.16 authorizes the granting of variances from its standards if  
9 certain findings are made. Because those findings have been made and  
10 the Variance granted, the activity is consistent with Objective B.

- 11 c) The project is consistent with the Rock Creek Canyon Specific Plan and FEIR,  
12 which specifically addressed the need to install an additional well:

13 3.6.7 CREEK PROTECTION STANDARDS

14 (D.) **Open Space Lot:** Uses permitted on the Open Space lot include  
15 public access, existing LRCMWC facilities, and future LRCMWC  
16 facilities and improvements as needed to service the site and  
17 community. Any future uses of the open space lot shall comply with  
18 applicable provisions of the Specific Plan including the provisions  
19 contained in 3.6.7 (a), (b), (C) above.

20 Variance 15-001 is not inconsistent with the provisions of subdivisions (a), (b), and  
21 (c) of section 3.6.7, which relate to creek encroachment, riparian vegetation and tree  
22 trimming, and at-grade stream crossing.

23 **BE IT FINALLY RESOLVED THAT** the Mono County Board of Supervisors denies the appeal  
24 and affirms and independently approves the issuance Variance 15-001, with such changes and  
25 modifications, if any, as may be stated on the record.

26 **PASSED AND ADOPTED** this 20th day of October, 2015, by the following vote of the Board of  
27 Supervisors, County of Mono:

28 AYES :

29 NOES :

30 ABSENT :

ABSTAIN :

\_\_\_\_\_  
Timothy E. Fesko, Chair

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ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Bob Musil  
Clerk of the Board

\_\_\_\_\_  
Marshall S. Rudolph  
County Counsel

**Mono County  
Community Development Department**


PO Box 347  
Mammoth Lakes, CA 93546  
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commdev@mono.ca.gov

**Planning Division**

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Bridgeport, CA 93517  
760-932-5420, fax 932-5431  
www.monocounty.ca.gov

**APPEAL  
APPLICATION**

In order to be valid,  
appeal must be filed within  
10 days of action date.

APPLICATION #	<u>Appeal 15-001</u>	FEE \$	<u>495.00</u>
DATE RECEIVED	<u>9/18/2015</u>	RECEIVED BY	
RECEIPT #	<u>89745</u>	CHECK #	<u>5001</u> (NO CASH)

APPELLANT Matthew Lehman - Lehman Investments L.L.C.

ADDRESS P.O. Box 1445 CITY/ STATE/ ZIP Mammoth Lakes, CA 93546

TELEPHONE ( 760 ) 934-4151 E-MAIL matthew@homesmammoth.com

APPLICATION # BEING APPEALED Variance/Lower Rock Creek Mut

DATE OF ACTION 10/10/2015 DATE OF APPEAL 10/18/2015

NATURE OF APPEAL: Describe what is being appealed. If it is a condition of approval, attach a copy of the project conditions and indicate which conditions are being appealed.  
Drilling operations, well construction and development for Lower Rock Creek Mutual Water Company.

REASON FOR APPEAL: Describe why the decision is being appealed.  
CEQA exemptions, noise variances, disagreement with statements this operation does not create a major disturbance to environmental resources, failure of this project to address impacts on neighboring property, and biased treatment of one applicant vs. another.

- APPLICATION SHALL INCLUDE:
- A. Completed application form.
  - B. Deposit for project processing: See Development Fee Schedule.<sup>1</sup>

I CERTIFY UNDER PENALTY OF PERJURY THAT I am:  legal owner(s) of the subject property,  corporate officer(s) empowered to sign for the corporation or authorized legal agent, or  other interested party.

  
Signature Matthew T. Lehman Signature \_\_\_\_\_ Date 09/18/2015

<sup>1</sup> Project Applicants are responsible for actual costs incurred by County above deposit amount.

## Courtney Weiche

---

**From:** Matthew Lehman <Matthew@homesmammoth.com>  
**Sent:** Friday, September 18, 2015 10:56 AM  
**To:** Scott Burns; Courtney Weiche  
**Cc:** Dbaumwohl@baumwohl.com; Netty Capurro; Jason Moore  
(highmarkinc@earnware.net)  
**Subject:** Planning Commission Appeal

Dear Mr. Burns,

Thank you for the hard work you and Courtney have put into the drilling project for the community of Paradise and the Lower Rock Creek Mutual Water Company.

I'm writing you today in order to provide you with a formal appeal to the decision made by the Mono County Planning Commission on September 10<sup>th</sup>, 2015. The reasons for my appeal include all of the matters I brought up at the Planning Commission, including and not limited to, excessive noise to residents, visitors and property owners. They also include matters for which I was not permitted to discuss; Potential impacts on my wells, well testing, environmental impacts of drilling, and overall not requiring the Lower Rock Creek Mutual Water Company to take comparable precautions to protect the property of my partners and I; as we were held to very stringent standards. My grievances go far beyond what I care to outline here.

My appeal also addresses what I consider to be unfair practices in which the Lower Rock Creek Mutual Water Company is being held to different standards than my partners and I. One example: My partners and I initially requested a variance for drilling on a 24 hour basis, we were denying the request and permitted to drill only during normal hours of operation for several months before finally being granted a variance. Once a variance was granted, we were only permitted a 10 day variance to drill for 24 hours a day; The Lower Rock Creek Mutual Water Company was granted a 30 day variance before even starting drilling operations. They have not been required to drill during normal hours of operation for even one day. The Planning Commission has taken an unfair and capricious approach of permitting the Lower Rock Creek Mutual Water Company variances and other drilling rights not permitted by the Rock Creek Ranch project (my project). The Lower Rock Creek Mutual Water Company was also given property right protections for which we were not permitted (well testing, water testing, etc.).

Please consider my appeal as I would like this to be heard before the County Board of Supervisors and other means if necessary.

Thank you,

Matthew T. Lehman  
760-822-5845

[View my Mammoth Lakes Real Estate Report – Mid Year  
September Real Estate Market Report – “In Lehman’s Terms”](#)

[Matthew@HomesMammoth.com](mailto:Matthew@HomesMammoth.com)  
[www.facebook.com/Matthew.Lehman.Real.Estate](http://www.facebook.com/Matthew.Lehman.Real.Estate)



Matthew Lehman  
REAL ESTATE

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(760) 822-5845 : C

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# MONO COUNTY PLANNING COMMISSION

---

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760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

## SPECIAL MEETING AGENDA

THURSDAY, SEPTEMBER 10, 2015 – 10 a.m.

Town/County Conference Room, Minaret Village Mall, Mammoth Lakes

\***Videoconference:** Supervisors Chambers, County Courthouse, Bridgeport

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Full agenda packets, plus associated materials distributed less than 72 hours prior to the meeting, will be available for public review at the Community Development offices in Bridgeport (Annex 1, 74 N. School St.) or Mammoth Lakes (Minaret Village Mall, above Giovanni's restaurant). Agenda packets are also posted online at [www.monocounty.ca.gov](http://www.monocounty.ca.gov) / boards & commissions / planning commission. For inclusion on the e-mail distribution list, interested persons can subscribe on the website.

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*\*Agenda sequence (see note following agenda).*

**1. CALL TO ORDER & PLEDGE OF ALLEGIANCE**

**2. PUBLIC COMMENT:** Opportunity to address the Planning Commission on items not on the agenda

**3. MEETING MINUTES:** Review and adopt minutes of July 9, 2015 (*no August meeting*) – **p. 3**

**4. PUBLIC HEARING**

**10:10 A.M.**

**A. VARIANCE/Lower Rock Creek Mutual Water Co.** The proposal is to drill a second well on an Open Space parcel (APN 026-330-015) to serve the residents of Sierra Paradise Estates and Rock Creek Canyon. Well construction is proposed to operate nonstop for three to four weeks. A variance is necessary when projects exceed the maximum noise levels at any given time. Community letters of support have been submitted as part of the application. The project qualifies as a CEQA exemption. In accordance with Section 15306 for resource evaluation activities that do not result in serious or major disturbance to environmental resources. *Staff: Courtney Weiche, associate planner – p. 5*

**5. WORKSHOP**

**A. REGIONAL TRANSPORTATION PLAN (RTP)/GENERAL PLAN UPDATE (GPU) & DRAFT ENVIRONMENTAL IMPACT REPORT (DEIR)** *Staff: Wendy Sugimura & Brent Calloway – p. 45*

**6. REPORTS:**

**A. DIRECTOR**

**B. COMMISSIONERS**

**7. INFORMATIONAL:** No items.

**8. ADJOURN** to October 8, 2015

***More on back...***

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DISTRICT #1  
COMMISSIONER  
Mary Pipersky

DISTRICT #2  
COMMISSIONER  
Rodger B. Thompson

DISTRICT #3  
COMMISSIONER  
Daniel Roberts

DISTRICT #4  
COMMISSIONER  
Scott Bush

DISTRICT #5  
COMMISSIONER  
Chris Lizza

**\*NOTE:** Although the Planning Commission generally strives to follow the agenda sequence, it reserves the right to take any agenda item – other than a noticed public hearing – in any order, and at any time after its meeting starts. The Planning Commission encourages public attendance and participation.

In compliance with the Americans with Disabilities Act, anyone who needs special assistance to attend this meeting can contact the Commission secretary at 760-924-1804 within 48 hours prior to the meeting in order to ensure accessibility (see 42 USCS 12132, 28CFR 35.130).

\*The public may participate in the meeting at the teleconference site, where attendees may address the Commission directly. Please be advised that Mono County does its best to ensure the reliability of videoconferencing, but cannot guarantee that the system always works. If an agenda item is important to you, you might consider attending the meeting in Bridgeport.

Full agenda packets, plus associated materials distributed less than 72 hours prior to the meeting, will be available for public review at the Community Development offices in Bridgeport (Annex 1, 74 N. School St.) or Mammoth Lakes (Minaret Village Mall, above Giovanni's restaurant). Agenda packets are also posted online at [www.monocounty.ca.gov / departments / community development / commissions & committees / planning commission](http://www.monocounty.ca.gov/departments/community%20development/commissions%20&%20committees/planning%20commission). For inclusion on the e-mail distribution list, send request to [cdritter@mono.ca.gov](mailto:cdritter@mono.ca.gov)

Interested persons may appear before the Commission to present testimony for public hearings, or prior to or at the hearing file written correspondence with the Commission secretary. Future court challenges to these items may be limited to those issues raised at the public hearing or provided in writing to the Mono County Planning Commission prior to or at the public hearing. Project proponents, agents or citizens who wish to speak are asked to be acknowledged by the Chair, print their names on the sign-in sheet, and address the Commission from the podium.

**Mono County  
Community Development Department**

PO Box 347  
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**Planning Division**

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[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

September 10, 2015

To: Mono County Planning Commission

From: Courtney Weiche, associate planner

RE: Variance 15-001 for Lower Rock Creek Mutual Water Company (LRCMWC)

**RECOMMENDATION**

It is recommended that following the public hearing, the Planning Commission take the following action:

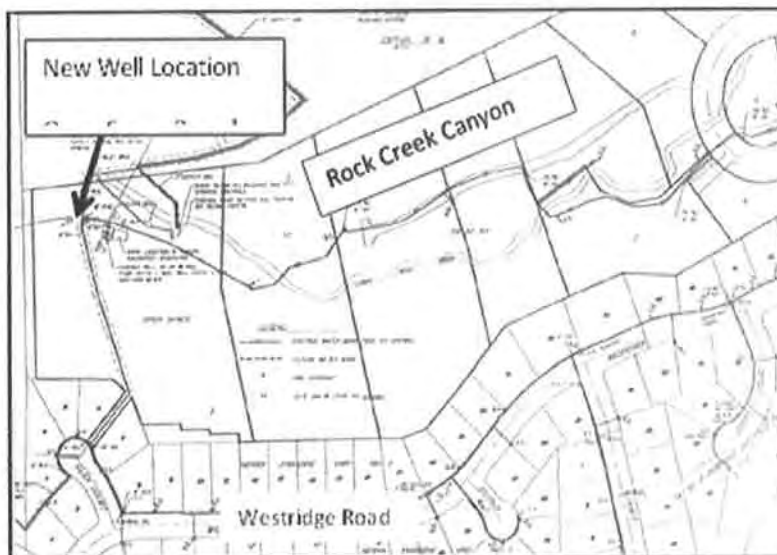
1. Make the Variance Findings contained in the staff report, and approve Variance 15-001 authorizing variance from the Mono County Noise Ordinance standards for construction activities, for up to 24 hours/day 7 days/week and at levels in excess of 50 dBA at night and 60 dBA during the day, for a limited term, to drill a new well for the Lower Rock Creek Mutual Water Company.

**I. PROJECT INTRODUCTION**

Lower Rock Creek Mutual Water Company (LRCMC) has been assessing shareholders since 1998 to construct a second well, a water storage tank and a standby generator. The existing well was constructed over 22 years ago in 1993. A new pump and motor were installed in 2007. At that time, LRCMWC discovered that the well had lost significant depth and the pipe casings were becoming severely corroded (see Figures 2 and 3). The life expectancy of a well is estimated to range anywhere from 20 to 50 years. The addition of the second well will provide redundancy if the existing well fails and will allow independent maintenance/rehabilitation of both wells as necessary. It will not increase the total amount of water extracted or utilized at buildout of the subdivision.

**A. PROJECT SETTING**

The proposed project is located within the Rock Creek Canyon (RCC) Specific Plan, on the open space parcel, owned by the Rock Creek Canyon Home Owners Association, (APN 026-330-015) within the community of Sierra Paradise. The property is the farthest north parcel of the RCC Specific Plan. The proposed new well will be located at, or around, 100 feet upstream from the existing well (see Figure 1 for site plan).



**B. BACKGROUND**

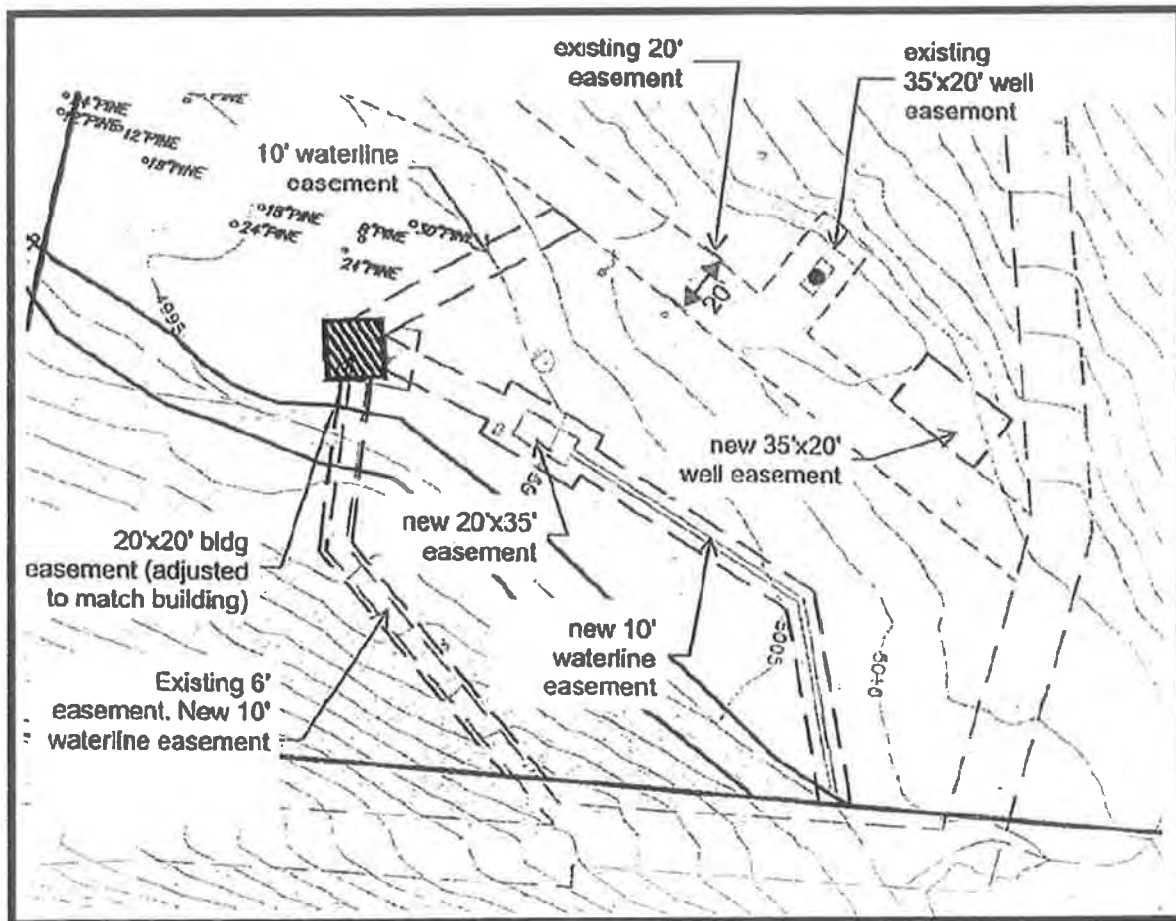
As noted, the existing well was constructed in 1993. In 1996, shareholders adopted the "Poutney Report" as the Business Plan for the LRCMWC. This report called for a number of improvements to be in place by build-out in order to provide adequate water supply to satisfy the community's domestic and fire protection needs; including the need for a second well for a replacement water source and redundancy. In 2009, a biannual assessment was approved by shareholders, to begin a Capital Improvement Fund to pay

for the second well. Currently, this is the water company's first priority. The existing well has lost 70 ft of depth, possibly due to sand sifting through perforations in the casing. The casing perforations can also be restricted by corrosion or clogging. Photos of the black-steel column pipe removed from the well illustrate the presumed condition of the well-casing pipe in 2006 (See Figure 2). The significant decrease in well production and increase in drawdown emphasize need to construct the second well as soon as possible. The addition of a second well would allow the time to properly maintain both wells and provide the necessary redundancy in the event of well/pump failure.

**C. PROJECT SPECIFICS**

The proposal is to drill a well to a depth of 1,000 feet and install an 8-inch PVC casing with a 30-40 hp pump/motor assembly. If an adequate water supply develops, the intent is to place the new well in service and rehab the existing well. Due to the extended drought, it has been difficult to attract a driller to the area with the unexpected recent high demand for drillers in California. The drilling company, WELSCO, based out of Nevada, is interested in drilling the second well and has provided decibel data to help process the noise variance request. The water company sees the new well as necessary and time-sensitive to avoid a well failure and a corresponding water emergency for the community. A well permit has been issued by Mono County Environmental Health and no further approvals are required for the well itself.

**Figure 1**



**Figure 2**



**Figure 3**



## II. DISCUSSION

The following discusses major components of the proposal and their conformity with General Plan requirements:

The well installation itself does not require any planning approval, and a ministerial well permit has already been issued. Accordingly, the only issue before the Commission is whether a variance from noise standards and work hours should be granted.

With the requested variance, the well installation would require three to four weeks to complete and would likely commence on or around November 10, 2015. Due to demand for well driller services, the driller has indicated that they must drill 24 hours a day for 7 days a week, therefore exceeding the maximum noise level, and extending beyond the daily work-hour limitations, for such activities.

The following decibel information is provided by WELSCO (see Attachment B) and consistent with staff research:

The drilling rig noise levels at 50 ft measure 87 decibels, at 100 ft measure 80 decibels, and at 300 ft measure 71 decibels. WELSCO further explains that there is no feasible way to erect an adequate sound wall/barrier at the drilling site due to limited pad space. Furthermore, a wall would have to be quite high and erected on the brim of the canyon between the residences and the drill site. The option for a typical hay bale wall (used for sound mitigation) is not feasible due to the topography of the canyon wall (approximately 100 feet high) and the length of the canyon brim.

A petition was circulated by the water company informing residents of Sierra Paradise Estates and Rock Creek Canyon of the potential noise nuisance that could occur seven days/week for 24 hours/day for multiple weeks (see Attachment A). The notice further explains their signatures indicate their willingness to endure the noise issue for the duration of the project. The petition has over 70 signatures and represents 100% cooperation thus far. Due to a percentage of second homes, rentals, owners on vacation, unoccupied houses for sale, etc., not all property owners have been able to consider the LRCMWC petition. However, a public hearing notice was sent August 24 to all property owners in the Paradise community. With the exception of a late comment letter, to date no other comments or concerns have been received from those owners.

Based on the proposed construction schedule, a variance is required to deviate from Mono County Code Chapter 10.16 Noise Regulation standards to allow the proposed project to exceed the maximum noise levels for day and nighttime construction activities. The below text and Table 10.16.090 of the Mono County Code Noise Ordinance indicate noise levels cannot exceed 70 dBA during the daytime and 60 dBA during the nighttime. The project, as proposed, exceeds the "Short-Term Operation" time frame (less than 10 days) that would have allowed a maximum of 85 dBA during the daytime and 70 dBA during the nighttime.

### **10.16.090(B)(6) Prohibited Acts**

- Operating or causing the operation of any tools or equipment used in construction, drilling, repair, alteration, or demolition work between weekday hours of seven p.m. and seven a.m., or at any time on Sundays, weekends or holidays, such that the sound therefrom creates a noise disturbance across a residential or commercial real property line, except for emergency work of public service utilities or by variance issued by the planning commission. Where technically and economically feasible, construction activities shall be conducted in such a manner that the maximum noise levels at affected properties will not exceed those listed in the following schedule:

1. At residential properties:
  - a. **Mobile equipment.** Maximum noise levels for nonscheduled, intermittent, short-term operation (less than 10 days) of mobile equipment shall comply with the noise limits in Table 10.16.090 (A).
  - b. **Stationary equipment.** Maximum noise levels for repetitively scheduled and relatively long-term operation (10 days or more) of stationary equipment shall comply with the noise limits in Table 10.16.090 (B).
2. At business properties:
  - a. **Mobile equipment.** Maximum noise levels for nonscheduled, intermittent, short-term operation (less than 10 days) of mobile equipment, daily including Sunday and legal holidays, at all hours, shall be 85 dBA.
  - b. **Stationary equipment.** Maximum noise levels for repetitively scheduled and relatively long-term operation (10 days or more) of stationary equipment, daily including Sunday and legal holidays, at all hours, shall be 75 dBA.
3. All mobile or stationary internal combustion engine-powered equipment or machinery shall be equipped with suitable exhaust and air intake silencers in proper working order.

**Table 10.16.090 (C) – Noise Limits for Stationary Construction Equipment  
Repetitively Scheduled, Relatively Long-Term Operation**

Time Period	Single Family Residential Land Use	Multi-Family Residential Land Use	Mixed Use Residential Commercial
Mon-Sat, 7:00 a.m. – 6:59 p.m.	60 dBA	65 dBA	70 dBA
Mon-Sat, 7:00 p.m. – 6:59 a.m. All Day, Sundays & Legal Holidays	50 dBA	55 dBA	60 dBA

Noise is customarily measured in decibels (dB), units related to the apparent loudness of sound. A-weighted decibels (dBA) represent sound frequencies that are normally heard by the human ear. The anticipated maximum noise level to the nearest receptor is around 70 dBA. As shown below, speech normally occurs between 60 and 70 dBA.





The nearest sensitive noise receptors are located approximately 100 feet above and 350 lineal feet from the drilling sit. According to WELSCO the worst case scenario, the loudest decibel level possible to occur would be approximately 87 dBA. Noise levels typically drop 6 decibels every time the distance doubles from the noise origination point. The 6 dBA drop with doubling of distance is the drop in noise due to the energy being dissipated in the air. Noise is also dissipated by objects, walls, hills, buildings, etc. There is also an impact from temperature and wind but the attenuation due to distance is the primary estimator of the drop in noise level in an outdoor setting. The closest distance of 350 feet would therefore have an effected noise level of approximately ~70 dBA.

Distance from noise source (meters)	Noise level at that distance dB(A)
10	110
20	104
40	98
80	92
160	86
320	80
640	74
960	68

Source: <http://members.ozemail.com.au/~eclaus/NoiseEquations.htm>

Short-term increases in noise levels within the immediate project vicinity would result from drilling activities. Extended construction hours and associated noise impacts would be less than significant due to the relatively short-term (3-4 weeks) nature of this noise, the distance to applicable land uses, and due to compliance, to the extent possible, with all requirements of the Mono County Noise Regulations (Mono County Code §10.16).

### **III. GENERAL PLAN CONSISTENCY**

#### **General Plan Noise Element VII.**

##### ***Objective B***

*Minimize the impacts of new noise sources on the noise environment.*

*Policy 1: Future development projects shall avoid potential significant noise impacts or mitigate impacts to a level of non-significance, unless a statement of overriding considerations is made through the EIR process.*

*Policy 2: The total noise level resulting from new sources and ambient noise shall not exceed the standards established in Chapter 10.16 of the Mono County Code.*

Section 10.16.110 of the Noise Regulation Chapter of the County Code authorizes variance from these requirements if the findings set forth in General Plan Chapter 33 are made. Chapter 10.16 authorizes the granting of variances from its own standards if certain findings are made. If those findings are made and the variance granted, the activity would be consistent with Objective B and applicable General Plan Policy and Regulation.

#### **Rock Creek Canyon Specific Plan**

##### **3.6.7 CREEK PROTECTION STANDARDS**

*d. Open Space Lot: Uses permitted on the 5.7-acre Open Space lot include public access, existing LRCMWC facilities, and future LRCMWC facilities and improvements as needed to service the site and community. Any future uses of the open space lot shall comply with*

*applicable provisions of this Specific Plan including the provisions contained in 3.6.7 (a), (b) and (c) above.*<sup>1</sup>

The installation of a well on this lot is specifically envisioned in the Specific Plan and consistent with the above authorized uses.

#### **IV. ENVIRONMENTAL REVIEW**

The project qualifies for the following categorical exemptions from the provisions of CEQA:

1. CEQA Guidelines, 15303, Class 2 – Replacement or Reconstruction. A Class 2 exemption consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including but not limited to:
  - (c) Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of facility.
2. CEQA Guidelines 15306, CEQA Class 6 – Information Collection. A Class 6 exemption consists of basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource.

#### **V. VARIANCE FINDINGS**

The Planning Commission can approve a variance to the noise regulations based only on the provisions of the General Plan and only when all of the following findings can be made:

1. *Because of special circumstances (other than monetary hardship) applicable to the property, including its size, shape, topography, location or surrounding, the strict application of the provision of this title deprives such property of privileges (not including the privilege of maintaining a nonconforming use or status) enjoyed by other property in the vicinity and in an identical land use designation because:*

This property has been selected, by the very neighbors who will be affected by the requested variance, as the site for a well to serve their community. Yet, it is because of the location of the property (i.e., adjacent to those neighbors) that there would be an exceedance of the limitations in Chapter 10.16. Specifically, if the property were located further from residential properties, then the limitations would not be exceeded, because noise dissipates over distances, and Chapter 10.16's limitations are based on distance from affected noise receptors.

The residents of Sierra Paradise Estates and Rock Creek Canyon would be most directly affected by this project. There are approximately 130 residences within 2000 feet to the

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<sup>1</sup> 3.6.7 (a), (b), and (c)

a. No Encroachment: During initial construction and subsequent maintenance and occupancy over the life the project, there shall be no encroachment of ground-disturbing equipment or activities beyond the top of the creek bank nor shall any spillback be permitted beyond the top of the creek bank.

b. Utilities and Site Improvements: Site improvements and utilities to serve all lots (including utility stubs) shall be constructed in locations that do not require an at-grade stream crossing in order to extend service. If a stream crossing is required in order to complete a site improvement or extend service to any lot, these new extensions shall be extended with the use of a trenchless construction technology that meets local code standards and also complies fully with the requirements of Condition 3.6.7(a) above.

c. Riparian Vegetation and Tree Trimming: Under all conditions and for all activities, disturbance of riparian vegetation shall be avoided to the maximum feasible extent. Tree canopies may be trimmed but under no circumstances will bank-stabilizing vegetation be completely removed.

west and south of the project site. A petition was circulated by the water company informing residents of Sierra Paradise Estates and Rock Creek Canyon of the potential noise nuisance. The petition has over 70 signatures and represents 100% cooperation thus far. In addition, a public hearing notice was sent August 24 to all property owners in the Paradise community. To date, no comments or concerns have been received from renters or property owners who reside in the area.<sup>2</sup> Generally speaking, the community prefers the 24-hr/7 days a week schedule to expedite the construction of the second well and to minimize the short-term noise impacts associated with the drilling.

Additionally, the drought has made it difficult, even in population centers, to acquire the services of well-drilling contractors. This challenge is amplified in the case of the subject property, due to its remote location, and topographic and hydrogeologic circumstances. Other properties in the vicinity are either already served by LRCMWC itself, or installed groundwater wells before the drought began, when well drillers were more available. Because of the difficulty of obtaining a well drilling contractor in this current drought, the distance to the property from population centers, and the length of time required to install the well, LRCMWC would be unable to have this work completed this season without the requested variance. Based on information provided by LRCMWC regarding its multi-year effort to secure a contractor to perform the work, there would be an significant delay in construction if the amount of time to complete the work is not reduced – because drillers are not willing to expend the time necessary to perform the work only on weekdays, nor travel the long distance to the site, mobilize, then leave and return.

Although noise impacts from project construction are unavoidable, the impacts are relatively temporary (less than 30 days) and therefore are considered to be less than significant. Approval of the variance for drilling and noise impacts substantially reduces the construction time period and potential longer term impacts associated with the possible failure of the existing well.

2. *The granting of a variance will not constitute a special privilege inconsistent with the limitations upon other properties in the vicinity and in the land use designation in which the property is situated because:*

As noted, a large percentage of the properties in the vicinity receive water from the LRCMWC and would have no need to exceed noise limitations on their property in order to obtain water. Indeed, they are relying on the installation of the subject well. In addition, the only other property in the vicinity with the similar designation of open space is owned by the Los Angeles Department of Water and Power, which is not subject to Mono County regulations on activities related to water development, and thus this variance will not constitute a special privilege.

3. *The granting of a variance will not be detrimental to the public welfare or injurious to property or improvements in the area in which the property is situated because:*

Exceeding noise emission levels and extended work periods are considered temporary (less than 30 days) and are necessary in order to reduce the project construction time, expedite the completion of the second well, and to mitigate the possible failure to the existing well.

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<sup>2</sup> A comment letter was received from an adjacent property owner shortly before this agenda was distributed. Due to the timing of its receipt, a response could not be prepared and included within this staff report. However, staff will be prepared to address the noise-related concerns in detail at your meeting (see attached comment letter).

Again, this option was the preferred option by the community as demonstrated by the circulated petition.

4. *The granting of a variance will not be in conflict with the established map and text of the general and specific plans and policies of the county because:*

- a) The project is consistent with Mono County Code Chapter 10.16 Noise Regulations, which allows for a deviation from these standards with approval of a variance by the County.

*Section 10.16.090 Prohibited acts. B 6*

*“Construction/Demolition. Operating or permitting the operation of any tools or equipment used in construction, drilling, repair, alteration, earthmoving, excavating, or demolition work between 7:00 p.m. and 7:00 a.m. on weekdays or at any time on weekends or legal holidays, except for emergency work by public service utilities or road crews or by variance issued by the County.*

- b) The project is consistent with Mono County General Plan Noise Element Chapter VII:  
**Objective B**

*Minimize the impacts of new noise sources on the noise environment.*

*Policy 2: The total noise level resulting from new sources and ambient noise shall not exceed the standards established in Chapter 10.16 of the Mono County Code.*

Chapter 10.16 authorizes the granting of variances from its own standards if certain findings are made. If those findings are made and the variance granted, the activity would be consistent with Objective B.

- c) The project is consistent with the Rock Creek Canyon Specific Plan, which specifically addressed the need to install an additional well:

*3.6.7 CREEK PROTECTION STANDARDS*

*(D.) Open Space Lot: Uses permitted on the Open Space lot include public access, existing LRCMWC facilities, and future LRCMWC facilities and improvements as needed to service the site and community. Any future uses of the open space lot shall comply with applicable provisions of the Specific Plan including the provisions contained in 3.6.7 (a), (b), (C) above.*

## **VI. ATTACHMENTS**

- Neighborhood Petition
- WELSCO dBA Memo – August 17, 2015
- Environmental Health Conditions for Well Construction and Approval
- TEAM Engineering Well Location Report
- Roger Smith Water Supply Evaluation Report
- Parcel Plot Plan
- Project Cost Estimate (based on Variance approval)
- Comment Letter

# MONO COUNTY

## Planning Division

### NOTICE OF DECISION / VARIANCE

VARIANCE #: 15-001

APPLICANT: Lower Rock Creek Mutual Water Company

PROJECT TITLE: Variance 15-001/Lower Rock Creek Mutual Water Company

**PROJECT LOCATION:**

On September 10, 2015, a duly advertised and noticed public hearing was held, and the necessary findings, pursuant to Chapter 33, section 33.010 of the Mono County General Plan, were made by the Mono County Planning Commission. In accordance with those findings, a Notice of Decision is hereby rendered for **Variance 15-001** subject to the following conditions:

**CONDITIONS OF APPROVAL**

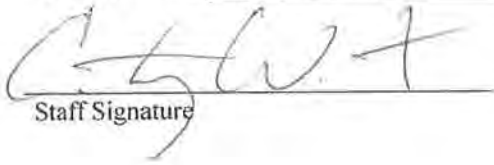
1. Project variance is generally limited to the estimated 30 days for the drilling activities.
2. Minor adjustments to the duration and timing of the construction activities may be authorized by the Community Development Director if found to be in substantial compliance with the intent of Variance 15-001.

**DATE OF DECISION:** September 10, 2015

Ongoing compliance with the above conditions is mandatory. Failure to comply constitutes grounds for revocation and the institution of proceedings to enjoin the subject use.

**MONO COUNTY PLANNING COMMISSION**

**DATED:** September 10, 2015

  
Staff Signature

cc:  Applicant  
 Engineer  
 Assessor  
 Compliance officer

## LOWER ROCK CREEK MUTUAL WATER COMPANY

245 UPPER CANYON ROAD

BISHOP, CA 93514

July 27, 2015

To whom it may concern:

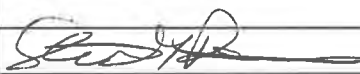
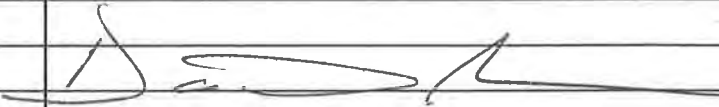

In order to proceed with the construction of a new well located within the Rock Creek Canyon, the attached signatures confirm that the shareholders/residents consent to endure any construction noise levels that may exceed the Mono County Code limitations. The shareholders/residents have been informed that the well construction may commence on or around October of 2015 and will continue until the project is completed (projected 3 – 4 weeks). Construction schedules may vary from 24 hours per day for 7 days per week, to Monday thru Friday between 7 A.M. to 7 P.M. It is difficult to predict which properties will be affected by the project, and to what extent. Houses along the ridge and in the canyon are, however, more likely to be impacted. A limited drilling schedule due to noise restrictions will increase drilling time and expense significantly.

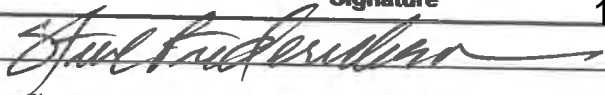
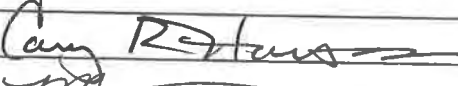
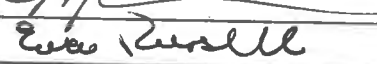
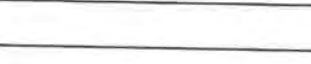
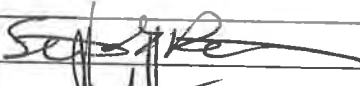

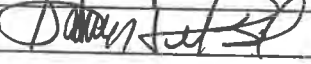

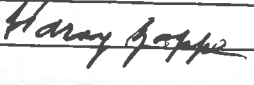
The Lower Rock Creek Mutual Water Company has been assessing shareholders since 1998 to construct a second well, added water storage and a stand-by generator. The existing well was constructed in 1993 making it 22 years old. A new pump and motor was installed in 2007. At that time, the well was sounded for depth and it was discovered that the well had lost 50 feet of its original depth of 920 feet due to sediments settling in the bottom of the casing. The life expectancy of a well is unpredictable, but estimates range from 20 to 50 years. The addition of the second well will provide redundancy if the existing well fails and will allow independent maintenance/rehabilitation of both wells.

Jim Moyer

President, LRCMWC

760-387-0070

Acct #	Unit	Lot	Address	Name	Signature
5303	RCC	4	75 Lower Canyon	Frederickson, Steve	
5317	RCC	2	145 Lower Canyon Rd	Hooper, John	
5314	RCC	5	25 Lower Canyon Rd	Hansen, Cary & Michele	
5306	RCC	6	15 Lower Canyon	Lewey & Palchak	
5309	RCC	7	7995 Lower Rock Creek Rd	Russell, Evan	
5313	RCC	8	25 Upper Canyon	Hooper, John/Lodge	
5312	RCC	9	55 Upper Canyon	Hooper, John	
5318	RCC	10	125 Upper Canyon Rd	Hooper, John	
5304	RCC	11	175 Upper Canyon	Raffee & Silva	
5311	RCC	13	HOA Upper Canyon	Hooper, John	
1853	4	01	17 Sierra Vista	Peterson, Steven & Lynn	
1854	4	03	40 Sierra Vista	Webber, John	
2012	4	2	35 Sierra Vista Cir	The Sharp Family Trust	
1860	4	05	14 Sierra Vista	Shannon, Casey	
1640	3	01	4802 Alison Lane	Vetter, Dennis	
1650	3	02	4812 Alison Lane	Rodriguez, David	
1660	3	03	4822 Alison Lane	Boone, Chris & Donna	
1670	3	05	4825 Alison Lane	Ellsworth, Todd	Todd Edes
1680	3	06	4821 Alison Lane	Dibble, Robert	
1690	3	07	4817 Alison Lane	Cooley, William	William L. Cooley
1700	3	08	4813 Alison Lane	Thompson, Paul	Paul B. Thompson
1710	3	09	4809 Alison Lane	McGrale, Michael	Quincy McGrale
1720	3	11	4801 Alison Lane	Gunsolley, Gary	Pat Gunsolley
2034	3	12	4804 Sherwin Trl	Hooper, John	
2040	3		4834 Sherwin Trl	Buettner, Mark & Patricia	Patricia Buettner
1730	3	16	4844 Sherwin Trail	Stansbarger, Patricia	Pat Stansbarger
1740	3	18	4843 Sherwin Trail	Williams, Craig	Craig Williams
1750	3	20	4823 Sherwin Trail	Ishimaru, Yoshiaki	Yoshiaki Ishimaru
1760	3	23	4806 Deer Peak	Owens, Michael	Michael Owens
1775	3	25	4826 Deer Peak	Okuno, Alice	
1780	3	26	4838 Deer Peak	Mack, Louis	
1472	3	28	4856 Deer Peak	Picher & Kanouff	
1800	3	29	4866 Deer Peak	Bauter, Lila	Lila Bauter
1810	3	31	134 Eagle Vista	Brown-Berry, Robert	
2046	3	35	87 Eagle Vista	Vogl, Sigi	Toni Sevilla
1830	3	36	36 Eagle Vista	Rudolph, Tim	
5300	3	37	125 Eagle Vista	McConachie, Jonathan	Jonathan McConachie
1300	2	01	109 Summit	Zappe, Harry	
1310	2	02	117 Summit	Keating, James	
1320	2	03	125 Summit	Lovell, Sam	Sam Lovell

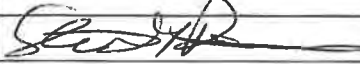

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1690	3	07	4817 Alison Lane	Cooley, William	
1700	3	08	4813 Alison Lane	Thompson, Paul	
1710	3	09	4809 Alison Lane	McGrate, Michael	
1720	3	11	4801 Alison Lane	Gunsolley, Gary	
2034	3	12	4804 Sherwin Trl	Hooper, John	
2040	3		4834 Sherwin Trl	Buettner, Mark & Patricia	
1730	3	16	4844 Sherwin Trail	Stansbarger, Patricia	
1740	3	18	4843 Sherwin Trail	Williams, Craig	
1750	3	20	4823 Sherwin Trail	Ishimaru, Yoshiaki	
1760	3	23	4806 Deer Peak	Owens, Michael	
1775	3	25	4826 Deer Peak	Okuno, Alice	
1780	3	26	4838 Deer Peak	Mack, Louis	
1472	3	28	4856 Deer Peak	Picher & Kanouff	
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1810	3	31	134 Eagle Vista	Brown-Berry, Robert	
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1830	3	36	36 Eagle Vista	Rudolph, Tim	
5300	3	37	125 Eagle Vista	McConachie, Jonathan	
1300	2	01	109 Summit	Zappe, Harry	
1310	2	02	117 Summit	Keating, James	
1320	2	03	125 Summit	Lovell, Sam	

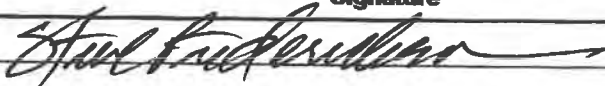
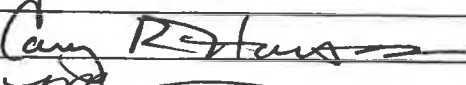
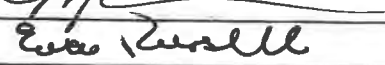
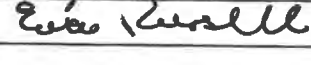

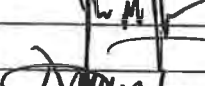
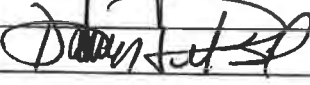
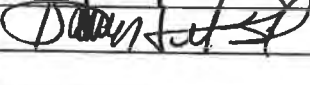
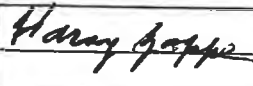


Acct #	Unit	Lot	Address	Name	Signature
1330	2	04	133 Summit	O'Sullivan, Michael	
2039	2	6	147 Summit	Fenton, Patrick	
1340	2	07	159 Summit	Gilbert, Travis & Cathy	
1350	2	08	165 Summit	Brockman, Margaret	<i>Margaret Brockman</i>
1360	2	09	173 Summit	Hoffman, John	<i>John Hoffman</i>
1370	2	10	196 Summit	Willis, John ANNE	<i>Anne Willis</i>
1380	2	12	180 Summit	Hays, Gail	<i>Gail Hays</i>
1390	2	13	172 Summit	House, Michael	<i>Michael P. House</i>
1695	2	14	164 Summit	Conklin, Sam	
1410	2	16	148 Summit	Dodson, Jim	<i>Sherry A. Dodson</i>
1420	2	17	4975 Lower Rock Creek	Knauss, Mark	
5310	2	19	132 Summit	Vallejo, John & Shannon	
1440	2	20	124 Summit	Castellano, Louis	<i>Louis Castellano</i>
1450	2	21	116 Summit	Chevoya, Roger	<i>Roger Chevoya</i>
1460	2	23	4987 Westridge	McDavid, Kevin	
1470	2	24	4973 Westridge	Case, Steven	<i>Steve Case</i>
1480	2	25	113 Scott Rd.	Marten, Eugene	<i>Judith Marten</i>
1490	2	26	123 Scott Rd.	Sulimoff, Daniel	
1500	2	27	137 Scott Rd.	Moyer, James	<i>Jim Moyer</i>
1510	2	28	149 Scott Rd.	Campbell, Deanna	
5305	2	29	154 Scott Rd.	Richman, Seth WD	<i>Seth Richman</i>
1520	2	31	130 Scott Rd.	Wong, Darrell	<i>Darrell M. Wong P. Pontale</i>
1530	2	32	118 Scott Rd.	St. Clair, John	} <i>Judith St. Clair</i> } <i>Judith St. Clair</i>
1540	2	33	106 Scott Rd.	St. Clair, John	
5316	2	34	4917 Westridge	Smith, Roger	<i>Roger Smith</i>
1560	2	35	4701 Westridge	Wright, Dolores	<i>RENTER</i>
1570	2	36	110 Paradise Pl.	Deering, Stephen	<i>PART TIME</i>
1580	2	40	117 Paradise Pl.	Powers, Bill	<i>Bill Powers</i>
1590	2	41	4916 Westridge	Marin, John Edward	<i>PART TIME</i>
1600	2	42	4930 Westridge	Bedore, Robert	
5323	2	43	4944 Westridge	Behrens, Lacey	<i>John R. Behrens</i>
2042	2	44	4958 Westridge	Sharp, William	
2033	2	45	4972 Westridge	Campbell, Victoria	<i>Victoria Campbell</i>
1095	2	46	4986 Westridge	Miller, Larry E	
5315	2	47	129 Paradise Pl.	Plummer, Jared	<i>PART TIME</i>
1010	1	01	5206 Westridge	Rhodes, Jack	
1020	1	02	5204 Westridge	Rich, Martha	
2044	1	8	102 Glen Ct.	Zatorski, Jerry	
5307	1	03	103 Glen Court	Delmas, Robert	
1040	1	04	105 Glen Court	Pena, Richard	

Acct #	Unit	Lot	Address	Name	Signature
1330	2	04	133 Summit	O'Sullivan, Michael	
2039	2	6	147 Summit	Fenton, Patrick	
1340	2	07	159 Summit	Gilbert, Travis & Cathy	
1350	2	08	165 Summit	Brockman, Margaret	
1360	2	09	173 Summit	Hoffman, John	
1370	2	10	196 Summit	Willis, John	
1380	2	12	180 Summit	Hays, Gail	
1390	2	13	172 Summit	House, Michael	
1695	2	14	164 Summit	Conklin, Sam	
1410	2	16	148 Summit	Dodson, Jim	
1420	2	17	4975 Lower Rock Creek	Knauss, Mark	<i>Mark</i>
5310	2	19	132 Summit	Vallejo, John & Shannon	
1440	2	20	124 Summit	Castellano, Louis	
1450	2	21	116 Summit	Chevoya, Roger	
1460	2	23	4987 Westridge	McDavid, Kevin	
1470	2	24	4973 Westridge	Case, Steven	
1480	2	25	113 Scott Rd.	Marten, Eugene	
1490	2	26	123 Scott Rd.	Sulimoff, Daniel	
1500	2	27	137 Scott Rd.	Moyer, James	
1510	2	28	149 Scott Rd.	Campbell, Deanna	
5305	2	29	154 Scott Rd.	Richman, Seth WD	
1520	2	31	130 Scott Rd.	Wong, Darrell	
1530	2	32	118 Scott Rd.	St. Clair, John	
1540	2	33	106 Scott Rd.	St. Clair, John	
5316	2	34	4917 Westridge	Smith, Roger	
1560	2	35	4701 Westridge	Wright, Dolores	
1570	2	36	110 Paradise Pt.	Deering, Stephen	
1580	2	40	117 Paradise Pt.	Powers, Bill	
1590	2	41	4916 Westridge	Martin, John Edward	
1600	2	42	4930 Westridge	Bedore, Robert	
5323	2	43	4944 Westridge	Behrens, Lacey	
2042	2	44	4958 Westridge	Sharp, William	
2033	2	45	4972 Westridge	Campbell, Victoria	
1095	2	46	4986 Westridge	Miller, Larry E	
5315	2	47	129 Paradise Pt.	Plummer, Jared	
1010	1	01	5206 Westridge	Rhodes, Jack	<i>Jack Rhodes</i>
1020	1	02	5204 Westridge	Rich, Martha	<i>Rentee - Martha Rich</i>
2044	1	8	102 Glen Ct.	Zatorski, Jerry	<i>Jerry Zatorski</i>
5307	1	03	103 Glen Court	Delmas, Robert	
1040	1	04	105 Glen Court	Pena, Richard	<i>Richard Pena</i>

Acct #	Unit	Lot	Address	Name	Signature
1050	1	06	106 Glen Court	Siebert, Jack	
1060	1	07	104 Glen Court	Shoshone, Daniel	<i>Don Sllm</i>
1070	1	12	5160 Westridge	McGurke, John	
1080	1	14	5146 Westridge	Weidner, Allan	<i>RENEA Weidner</i>
1090	1	17	5100 Westridge	Bustamante, Kriste	
1100	1	20	5068 Westridge	Struckman, Robert	
1110	1	21	5046 Westridge	Schneider, Barbara	
1120	1	23	5000 Westridge	Bernacchi, Bernard	<i>Bernard D Bernacchi</i>
1130	1	24	5001 Westridge	Napoles, Joe	
1140	1	25	5023 Westridge	Bohannan, William	
1150	1	27	5079 Westridge	Racine, Denyse	<i>Denyse Racine</i>
5302	1	13	5158 Westridge	Mooney, Martina	
1160	1	28	102 Dennis Way	Winterburn, Robert	
1170	1	29	104 Dennis Way	Grotzki, Lothar	<i>Michael Grotzki</i>
1180	1	30	105 Dennis Way	Kinney & Pascale	<i>Russell Kinney</i>
1190	1	31	103 Dennis Way	Racine, Denyse	<i>Denyse Racine</i>
1200	1	32	101 Dennis Way	Goede, Charles	<i>Charles Goede</i>
1210	1	33	5101 Westridge	McConachie, Jim & Wendy	<i>Jim McConachie</i>
1220	1	35	5145 Westridge	Medove, William	<i>William Medove</i>
1230	1	36	5157 Westridge	Holland, Elaine	<i>E.M. Holland</i>
1825	1	37	5169 Westridge	Brandt, Andrew	
5308	1		5173 Westridge	Melkonian, Mike & Rayni	
1250	1	39	5177 Westridge	Humberstone, Frank R	
1260	1	40	5189 Westridge	Barnett, Michael	<i>Michael Barnett</i>
1270	1	41	5195 Westridge	Slovacek, Joseph	<i>Joseph Slovacek</i>
1280	1	42	5201 Westridge	Klinefelter, Kevin	<i>Kevin Klinefelter</i>
1290	1	43	5213 Westridge	Kaiser, Kenneth	

Acct #	Unit	Lot	Address	Name	Signature
5303	RCC	4	75 Lower Canyon	Frederickson, Steve	
5317	RCC	2	145 Lower Canyon Rd	Hooper, John	
5314	RCC	5	25 Lower Canyon Rd	Hansen, Cary & Michele	
5306	RCC	6	15 Lower Canyon	Lewey & Palchak	
5309	RCC	7	7995 Lower Rock Creek Rd	Russell, Evan	
5313	RCC	8	25 Upper Canyon	Hooper, John/Lodge	
5312	RCC	9	55 Upper Canyon	Hooper, John	
5318	RCC	10	125 Upper Canyon Rd	Hooper, John	
5304	RCC	11	175 Upper Canyon	Raffee & Silva	
5311	RCC	13	HOA Upper Canyon	Hooper, John	
1853	4	01	17 Sierra Vista	Peterson, Steven & Lynn	
1854	4	03	40 Sierra Vista	Webber, John	
2012	4	2	35 Sierra Vista Cir	The Sharp Family Trust	
1860	4	05	14 Sierra Vista	Shannon, Casey	
1640	3	01	4802 Alison Lane	Vetter, Dennis	
1650	3	02	4812 Alison Lane	Rodriguez, David	
1660	3	03	4822 Alison Lane	Boone, Chris & Donna	
1670	3	05	4825 Alison Lane	Ellsworth, Todd	Todd Ellsworth
1680	3	06	4821 Alison Lane	Dibble, Robert	
1690	3	07	4817 Alison Lane	Cooley, William	William L. Cooley
1700	3	08	4813 Alison Lane	Thompson, Paul	Paul P. Thompson
1710	3	09	4809 Alison Lane	McGrath, Michael	Michael McGrath
1720	3	11	4801 Alison Lane	Gunsolley, Gary	Gary Gunsolley
2034	3	12	4804 Sherwin Trl	Hooper, John	
2040	3		4834 Sherwin Trl	Buettner, Mark & Patricia	Patricia Buettner
1730	3	16	4844 Sherwin Trail	Stansbarger, Patricia	Pat Stansbarger
1740	3	18	4843 Sherwin Trail	Williams, Craig	Craig Williams
1750	3	20	4823 Sherwin Trail	Ishimaru, Yoshiaki	Yoshiaki Ishimaru
1760	3	23	4806 Deer Peak	Owens, Michael	Michael Owens
1775	3	25	4826 Deer Peak	Okuno, Alice	
1780	3	26	4838 Deer Peak	Mack, Louis	
1472	3	28	4856 Deer Peak	Picher & Kanouff	
1800	3	29	4866 Deer Peak	Bauter, Lila	
1810	3	31	134 Eagle Vista	Brown-Berry, Robert	
2046	3	35	87 Eagle Vista	Vogl, Sigi	Toni Sevilla
1830	3	36	36 Eagle Vista	Rudolph, Tim	
5300	3	37	125 Eagle Vista	McConachie, Jonathan	Jonathan McConachie
1300	2	01	109 Summit	Zappe, Harry	
1310	2	02	117 Summit	Keating, James	
1320	2	03	125 Summit	Lovell, Sam	

Acct #	Unit	Lot	Address	Name	Signature
5303	RCC	4	75 Lower Canyon	Frederickson, Steve	
5317	RCC	2	145 Lower Canyon Rd	Hooper, John	
5314	RCC	5	25 Lower Canyon Rd	Hansen, Cary & Michele	
5306	RCC	6	15 Lower Canyon	Lewey & Palchak	
5309	RCC	7	7995 Lower Rock Creek Rd	Russell, Evan	
5313	RCC	8	25 Upper Canyon	Hooper, John/Lodge	
5312	RCC	9	55 Upper Canyon	Hooper, John	
5318	RCC	10	125 Upper Canyon Rd	Hooper, John	
5304	RCC	11	175 Upper Canyon	Raffee & Silva	
5311	RCC	13	HOA Upper Canyon	Hooper, John	
1853	4	01	17 Sierra Vista	Peterson, Steven & Lynn	
1854	4	03	40 Sierra Vista	Webber, John	
2012	4	2	35 Sierra Vista Cir	The Sharp Family Trust	
1860	4	05	14 Sierra Vista	Shannon, Casey	
1640	3	01	4802 Alison Lane	Vetter, Dennis	
1650	3	02	4812 Alison Lane	Rodriguez, David	
1660	3	03	4822 Alison Lane	Boone, Chris & Donna	
1670	3	05	4825 Alison Lane	Ellsworth, Todd	
1680	3	06	4821 Alison Lane	Dibble, Robert	
1690	3	07	4817 Alison Lane	Cooley, William	
1700	3	08	4813 Alison Lane	Thompson, Paul	
1710	3	09	4809 Alison Lane	McGrate, Michael	
1720	3	11	4801 Alison Lane	Gunsolley, Gary	
2034	3	12	4804 Sherwin Trl	Hooper, John	
2040	3		4834 Sherwin Trl	Buetner, Mark & Patricia	
1730	3	16	4844 Sherwin Trail	Stansbarger, Patricia	
1740	3	18	4843 Sherwin Trail	Williams, Craig	
1750	3	20	4823 Sherwin Trail	Ishimaru, Yoshiaki	
1760	3	23	4806 Deer Peak	Owens, Michael	
1775	3	25	4826 Deer Peak	Okuno, Alice	
1780	3	26	4838 Deer Peak	Mack, Louis	
1472	3	28	4856 Deer Peak	Picher & Kanouff	
1800	3	29	4866 Deer Peak	Bauter, Lila	
1810	3	31	134 Eagle Vista	Brown-Berry, Robert	
2046	3	35	87 Eagle Vista	Vogl, Sigi	
1830	3	36	36 Eagle Vista	Rudolph, Tim	
5300	3	37	125 Eagle Vista	McConachie, Jonathan	
1300	2	01	109 Summit	Zappe, Harry	
1310	2	02	117 Summit	Keating, James	
1320	2	03	125 Summit	Lovell, Sam	

Acct #	Unit	Lot	Address	Name	Signature
1330	2	04	133 Summit	O'Sullivan, Michael	
2039	2	6	147 Summit	Fenton, Patrick	
1340	2	07	159 Summit	Gilbert, Travis & Cathy	
1350	2	08	165 Summit	Brockman, Margaret	Margaret Brockman
1360	2	09	173 Summit	Hoffman, John	John Hoffman
1370	2	10	196 Summit	Willis, John ANNE	Anne Willis
1380	2	12	180 Summit	Hays, Gail	Gail Hays
1390	2	13	172 Summit	House, Michael	Michael House
1695	2	14	164 Summit	Conklin, Sam	
1410	2	16	148 Summit	Dodson, Jim	Sherry Dodson
1420	2	17	4975 Lower Rock Creek	Knauss, Mark	
5310	2	19	132 Summit	Vallejo, John & Shannon	
1440	2	20	124 Summit	Castellano, Louis	Louis Castellano
1450	2	21	116 Summit	Chevoya, Roger	Roger Chevoya
1460	2	23	4987 Westridge	McDavid, Kevin	
1470	2	24	4973 Westridge	Case, Steven	Steve Case
1480	2	25	113 Scott Rd.	Marten, Eugene	Judith Marten
1490	2	26	123 Scott Rd.	Sulimoff, Daniel	
1500	2	27	137 Scott Rd.	Moyer, James	Jim Moyer
1510	2	28	149 Scott Rd.	Campbell, Deanna	
5305	2	29	154 Scott Rd.	Richman, Seth WD	Seth Richman
1520	2	31	130 Scott Rd.	Wong, Darrell	
1530	2	32	118 Scott Rd.	St. Clair, John	Judith St. Clair
1540	2	33	106 Scott Rd.	St. Clair, John	Judith St. Clair
5316	2	34	4917 Westridge	Smith, Roger	Roger Smith
1560	2	35	4701 Westridge	Wright, Dolores	RENTER
1570	2	36	110 Paradise Pt.	Deering, Stephen	PART TIME
1580	2	40	117 Paradise Pt.	Powers, Bill	Bill Powers
1590	2	41	4916 Westridge	Martin, John Edward	PART TIME
1600	2	42	4930 Westridge	Bedore, Robert	
5323	2	43	4944 Westridge	Behrens, Lacey	John R. Behrens
2042	2	44	4958 Westridge	Sharp, William	
2033	2	45	4972 Westridge	Campbell, Victoria	Victoria Campbell
1095	2	46	4986 Westridge	Miller, Larry E	
5315	2	47	129 Paradise Pt.	Plummer, Jared	PART TIME
1010	1	01	5206 Westridge	Rhodes, Jack	
1020	1	02	5204 Westridge	Rich, Martha	
2044	1	8	102 Glen Ct.	Zatorski, Jerry	
5307	1	03	103 Glen Court	Delmas, Robert	
1040	1	04	105 Glen Court	Pena, Richard	

Acct #	Unit	Lot	Address	Name	Signature
1330	2	04	133 Summit	O'Sullivan, Michael	
2039	2	6	147 Summit	Fenton, Patrick	
1340	2	07	159 Summit	Gilbert, Travis & Cathy	
1350	2	08	165 Summit	Brockman, Margaret	
1360	2	09	173 Summit	Hoffman, John	
1370	2	10	196 Summit	Willis, John	
1380	2	12	180 Summit	Hays, Gail	
1390	2	13	172 Summit	House, Michael	
1695	2	14	164 Summit	Conklin, Sam	
1410	2	16	148 Summit	Dodson, Jim	
1420	2	17	4975 Lower Rock Creek	Knauss, Mark	<i>Mark</i>
5310	2	19	132 Summit	Vallejo, John & Shannon	
1440	2	20	124 Summit	Castellano, Louis	
1450	2	21	116 Summit	Chevoya, Roger	
1460	2	23	4987 Westridge	McDavid, Kevin	
1470	2	24	4973 Westridge	Case, Steven	
1480	2	25	113 Scott Rd.	Marten, Eugene	
1490	2	26	123 Scott Rd.	Sulimoff, Daniel	
1500	2	27	137 Scott Rd.	Moyer, James	
1510	2	28	149 Scott Rd.	Campbell, Deanna	
5305	2	29	154 Scott Rd.	Richman, Seth WD	
1520	2	31	130 Scott Rd.	Wong, Darrell	
1530	2	32	118 Scott Rd.	St. Clair, John	
1540	2	33	106 Scott Rd.	St. Clair, John	
5316	2	34	4917 Westridge	Smith, Roger	
1560	2	35	4701 Westridge	Wright, Dolores	
1570	2	36	110 Paradise Pt.	Deering, Stephen	
1580	2	40	117 Paradise Pt.	Powers, Bill	
1590	2	41	4916 Westridge	Martin, John Edward	
1600	2	42	4930 Westridge	Bedore, Robert	
5323	2	43	4944 Westridge	Behrens, Lacey	
2042	2	44	4958 Westridge	Sharp, William	
2033	2	45	4972 Westridge	Campbell, Victoria	
1095	2	46	4986 Westridge	Miller, Larry E	
5315	2	47	129 Paradise Pt.	Plummer, Jared	
1010	1	01	5206 Westridge	Rhodes, Jack	
1020	1	02	5204 Westridge	Rich, Martha	<i>Renter - [Signature]</i>
2044	1	8	102 Glen Ct.	Zatorski, Jerry	<i>[Signature]</i>
5307	1	03	103 Glen Court	Delmas, Robert	
1040	1	04	105 Glen Court	Pena, Richard	<i>[Signature]</i>

Acct #	Unit	Lot	Address	Name	Signature
1050	1	06	106 Glen Court	Siebert, Jack	
1060	1	07	104 Glen Court	Shoshone, Daniel	
1070	1	12	5160 Westridge	McGurke, John	
1080	1	14	5146 Westridge	Weidner, Allan	
1090	1	17	5100 Westridge	Bustamante, Krista	
1100	1	20	5068 Westridge	Struckman, Robert	
1110	1	21	5046 Westridge	Schneider, Barbara	<i>Jeannine Schneider</i>
1120	1	23	5000 Westridge	Bernacchi, Bernard	
1130	1	24	5001 Westridge	Napoles, Joe	<i>Joe Napoles</i>
1140	1	25	5023 Westridge	Bohannon, William	<i>William Bohannon</i> <i>Christina Bohannon</i>
1150	1	27	5079 Westridge	Racine, Denyse	
5302	1	13	5158 Westridge	Mooney, Martina	
1160	1	28	102 Dennis Way	Winterburn, Robert	
1170	1	29	104 Dennis Way	Grotzki, Lothar	
1180	1	30	105 Dennis Way	Kinney & Pascale	
1190	1	31	103 Dennis Way	Racine, Denyse	
1200	1	32	101 Dennis Way	Goede, Charles	
1210	1	33	5101 Westridge	McConachie, Jim & Wendy	
1220	1	35	5145 Westridge	Medove, William	
1230	1	36	5157 Westridge	Holland, Elaine	
1825	1	37	5169 Westridge	Brandt, Andrew	
5308	1		5173 Westridge	Melkonian, Mike & Rayni	
1250	1	39	5177 Westridge	Humberstone, Frank R	
1260	1	40	5189 Westridge	Barnett, Michael	
1270	1	41	5195 Westridge	Slovacek, Joseph	
1280	1	42	5201 Westridge	Klinefelter, Kevin	
1290	1	43	5213 Westridge	Kaiser, Kenneth	



Acct #	Unit	Lot	Address	Name	Signature
1050	1	06	106 Glen Court	Siebert, Jack	
1060	1	07	104 Glen Court	Shoshone, Daniel	<i>Don Sllm</i>
1070	1	12	5160 Westridge	McGurke, John	
1080	1	14	5146 Westridge	Weidner, Allan	<i>RENICA</i>
1090	1	17	5100 Westridge	Bustamante, Kriste	
1100	1	20	5068 Westridge	Struckman, Robert	
1110	1	21	5046 Westridge	Schneider, Barbara	
1120	1	23	5000 Westridge	Bernacchi, Bernard	
1130	1	24	5001 Westridge	Napoles, Joe	
1140	1	25	5023 Westridge	Bohannon, William	
1150	1	27	5079 Westridge	Racine, Denyse	<i>Denyse Racine</i>
5302	1	13	5158 Westridge	Mooney, Martina	
1160	1	28	102 Dennis Way	Winterburn, Robert	
1170	1	29	104 Dennis Way	Grotzki, Lothar	<i>Michael Grotzki</i>
1180	1	30	105 Dennis Way	Kinney & Pascale	<i>Russell Kinney</i>
1190	1	31	103 Dennis Way	Racine, Denyse	<i>Denyse Racine</i>
1200	1	32	101 Dennis Way	Goede, Charles	<i>Charles Goede</i>
1210	1	33	5101 Westridge	McConachie, Jim & Wendy	<i>Jim &amp; Wendy</i>
1220	1	35	5145 Westridge	Medove, William	<i>William Medove</i>
1230	1	36	5157 Westridge	Holland, Elaine	<i>E. M. Holland</i>
1825	1	37	5169 Westridge	Brandt, Andrew	
5308	1		5173 Westridge	Melkonian, Mike & Rayni	
1250	1	39	5177 Westridge	Humberstone, Frank R	
1260	1	40	5189 Westridge	Barnett, Michael	<i>Michael Barnett</i>
1270	1	41	5195 Westridge	Slovacek, Joseph	
1280	1	42	5201 Westridge	Klinefelter, Kevin	
1290	1	43	5213 Westridge	Kaiser, Kenneth	

Acct #	Unit	Lot	Address	Name	Signature
1050	1	06	106 Glen Court	Siebert, Jack	
1060	1	07	104 Glen Court	Shoshone, Daniel	
1070	1	12	5160 Westridge	McGurke, John	
1080	1	14	5146 Westridge	Weidner, Allan	
1090	1	17	5100 Westridge	Bustamante, Kriste	
1100	1	20	5068 Westridge	Struckman, Robert	
1110	1	21	5046 Westridge	Schneider, Barbara	<i>Jeanne Schneider</i>
1120	1	23	5000 Westridge	Bernacchi, Bernard	
1130	1	24	5001 Westridge	Napoles, Joe	<i>Joe Napoles</i>
1140	1	25	5023 Westridge	Bohannon, William	<i>William Bohannon</i> <i>Christina Bohannon</i>
1150	1	27	5079 Westridge	Racine, Denyse	
5302	1	13	5158 Westridge	Mooney, Martina	
1160	1	28	102 Dennis Way	Winterburn, Robert	
1170	1	29	104 Dennis Way	Grotzki, Lothar	
1180	1	30	105 Dennis Way	Kinney & Pascale	
1190	1	31	103 Dennis Way	Racine, Denyse	
1200	1	32	101 Dennis Way	Goede, Charles	
1210	1	33	5101 Westridge	McConachie, Jim & Wendy	
1220	1	35	5145 Westridge	Medove, William	
1230	1	36	5157 Westridge	Holland, Elaine	
1825	1	37	5169 Westridge	Brandt, Andrew	
5308	1		5173 Westridge	Melkonian, Mike & Rayni	
1250	1	39	5177 Westridge	Humberstone, Frank R	
1260	1	40	5189 Westridge	Barnett, Michael	
1270	1	41	5195 Westridge	Slovacek, Joseph	
1280	1	42	5201 Westridge	Klinefelter, Kevin	
1290	1	43	5213 Westridge	Kaiser, Kenneth	

33  
 14  
 5  
 19  
 7  
 16  


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 64  
 + 2  


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 66



Jim Moyer  
Lower Rock Creek Mutual Water Company

Re: Sound Wall

August 17, 2015

Dear Mr. Moyer,

I am writing today in regards to the sound wall. I think there is one problem that we will not have much luck in amending; space at the well site. There is no way we could hope to erect an adequate sound wall on site as spacing doesn't seem to allow it.

Another thought is the topography of the site. As I recall, any houses were quite a bit of an upgrade from the well site, may be a wall erected on the brim of the hill between housing and well site would be possible. A wall on site would have to be quite high to aid in sound problem abatement.

Rig noise levels

50'---- 87

100'---80

300'---71

Please feel free to contact me with any questions and I will be happy to assist!

Sincerely,

Jim Biffle  
President



# MONO COUNTY HEALTH DEPARTMENT

## Environmental Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284

P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

Date 10/7/14

Lower Rock Creek Mutual Water Company  
125 Summit Rd  
Bishop, CA  
93514

RE: *Permit Extension* - Well Permit # 26-13-04; APN 026-330-015

Dear, Lower Rock Creek Mutual Water Company

A permit extension is hereby granted and this permit extension is good for one year from the date of this letter. All conditions of the original permit apply to this permit extension. If the water well is not constructed within one year of this date, then a new permit application and associated fees must be submitted to this department. The new permit must be issued to you prior to the commencement of construction of the well.

Should you have any questions regarding this matter, please feel free to call me at (760) 924-4605.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jon Drozd".

Jon Drozd, REHS

Environmental Health Specialist



## MONO COUNTY HEALTH DEPARTMENT

### Environmental Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284

P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

### CONDITIONS FOR WELL CONSTRUCTION AND APPROVAL

APPLICANT: **Boetsch Well Drilling & Pump Service**  
 PROPERTY OWNER: **Lower Rock Creek Mutual Water Company**  
 APN: **026-330-015**  
 PERMIT NUMBER: **26-13-04**  
 APPROVED BY: **Jon Drozd, R.E.H.S.**  
 DATE: **10/7/14**

1. The construction, repair, modification or destruction of a water well shall meet the requirements set forth in Chapter II of the California Department of Water Resources Bulletin 74, "Water Well Standards".
2. Maintain a minimum setback of 100 feet from the well to any septic tank or leach field.
3. The well annular space shall be sealed to a minimum depth of fifty (50) feet. Call this office a minimum of 48 hours prior to sealing, for approval and to schedule an inspection.
4. When drilling mud is discharged to a sump, the sump shall have at least two feet of freeboard. The sump must be dried by evaporation or pumping. Drilling mud may remain in the sump only if discharger demonstrates it is inert waste. Sump area shall be restored to preconstruction state within sixty days of completion or abandonment of the well.
5. There shall be installed an elevated concrete apron or base around the well casing. The thickness of the base shall be at least 4 inches and should be approximately 4 feet x 4 feet in dimension, sloping from the well casing. This is the responsibility of the well owner.
6. Before the well is placed into use, the well, storage tank (if applicable) and distribution plumbing shall be adequately disinfected.
7. Following disinfection, a bacteriological analysis of the water from the new well is required. Mono County Environmental Health staff will collect this water sample once the pump is installed and the supply plumbing connection between the well and residence is completed. No additional charge is required. The charge for this water sample is included in the well permit fee.
8. The well driller shall complete the well log and submit a copy to the Mono County Health Department **within 30 days** following completion of the well.

Should you have any questions or need assistance, please call Jon Drozd of the Mono County Health Department, Mammoth Lakes office, at (760) 924-4605.

# TEAM

ENGINEERING & MANAGEMENT, INC.

P. O. Box 1265, Bishop, California 93515-1265  
760-872-1033 fax 760-872-2131

Mr. James Moyer  
Lower Rock Creek Mutual Water Company  
4575 Lower Rock Creek Road  
Bishop, CA 93514

December 5, 2002

Re: New Well Location and Site Conditions, Paradise, California

Dear Mr. Moyer:

TEAM Engineering & Management, Inc. (TEAM) is pleased to provide the following results of our well-location investigation for the Lower Rock Creek Mutual Water Company (LRCMWC). As part of our investigation, TEAM conducted a site visit, a review of existing data concerning the existing well, and evaluated potential well-interference issues associated with the existing well and a proposed new well.

## Background

The site is in the community of Paradise (Mono County), within the northwestern-most portion of the Owens Valley, California. The dominant topographic features in the area are the Sierra Nevada (to the west), the Volcanic Tableland (to the east), and Round Valley (to the south). The site is at an elevation of approximately 5,000 feet above mean sea level in a narrow canyon drained by Rock Creek. This canyon has been eroded into the volcanic rocks of the Bishop Tuff, and the linear nature of the canyon is likely the result of the existing fault/fracture system in the area.

Rock Creek flows from north to south through the area, and stream-flow estimates in the vicinity were not available for this study (nor were they pertinent to the key issues of this report). There is an existing well at the site which was drilled to a depth of 920 feet below ground surface (bgs). During static conditions, the top of the water column in the well is generally about 300 feet above the pump assembly.

According to the logs/diagrams of the existing well, the principal aquifer materials are fractured rock of the Bishop Tuff, and an underlying "sand" unit. According to these documents, the principal water-bearing zone was this underlying "sand" unit. It is unclear if the underlying "sand" unit is an alluvial or glacial deposit, or is simply a granitic-rock unit (due to the size of cuttings from rotary drills, logging a granite as a dense sand is a common error).

## Recommended Well Location

Based on our observations at the site, drilling a new well on the northern-most extent of the existing LRCMWC property, along the existing dirt road along the west side of Rock Creek is recommended. Mono County will require a 50-foot setback from Rock Creek. Additionally a pad will need to be constructed with a backhoe to accommodate drilling equipment. Given the proximity of the creek,

and the likelihood of significant purge water from the well during drilling a method of cuttings containment and purge water discharge will need to be developed with input from the Mono County Environmental Health Department.

### **Anticipated Well Interference**

LRCMWC staff has expressed concern over potential well interference issues between the existing well and any new well drilled in its proximity. TEAM evaluated the potential for well interference using the Theis nonequilibrium equation and assumed aquifer parameters based on the results of previous short-term constant discharge tests or specific-capacity tests conducted by the driller and subsequently by the LRCMWC. Specific capacities (discharge per foot of drawdown) have ranged from approximately 0.5 to 2 gallons per minute per foot of drawdown. The higher specific capacities are from more recent tests and may indicate greater development of the well over the years since installation.

The analyses assumed that the existing well would be pumped constantly at 120 gallons per minute for a period of 24 hours before being shut off. An anticipated range of drawdown (based on the range of specific capacity previously measured) was developed for distances of 100, 200 and 300 feet from the existing well. Given the current cyclic, daily well pumping scheme, and the unlikely event that the existing well would need to be operated 24 hours a day at full Paradise build-out (not including development on the bluffs east of the creek), particularly with a second well operational, the 24-hour pumping period was assumed to be conservative for the analysis.

The results of this analysis suggest that under the conditions described above, drawdown caused by the existing well as measured in a new well located approximately 100 feet from the existing well would range from four to 28 feet. Drawdown caused by the existing well as measured in a new well located approximately 200 feet from the existing well would range from less than one foot to 19 feet. Drawdown caused by the existing well as measured in a new well located approximately 300 feet from the existing well would range from zero to 14 feet.

The results should be used with caution as the analysis was based on very short aquifer test durations (a 48-hour is typically recommended). The result is that recharge from Rock Creek might cause a flattening in water levels that suggests an equilibrium condition is reached during a test, which may be more of an aberration rather than indicative of long-term water level trends during constant pumping.

### **Discussion and Recommendations**

Prior to hiring a driller, TEAM recommends that detailed drill specifications be developed that can be provided to multiple drillers for bid. This is particularly advantageous given the significant depths involved and associated substantial drilling costs. The key objective is to eliminate as many unknowns as possible for the driller. The result is a bid as close as possible to the final real cost as opposed to receiving low bids and incurring potentially much higher final drilling costs due to "unanticipated or different conditions" encountered by a driller or other issues resulting in unanticipated costs. The costs for TEAM to develop detailed drill specifications are provided in our

cost estimate submitted to you previously.

Additionally, after the well is installed, a longer-term aquifer test should be conducted on the new well, with water levels monitored in both the new well and the existing well to evaluate with greater confidence well yields and potential well-interference issues. This will likely be a requirement by Mono County and will also allow the LRCMWC to develop an efficient groundwater pumping scheme.

An option for consideration by LRCMWC may be to construct the proposed new well with a larger diameter than the existing well. The potential for substantially increased flow from a larger diameter well may justify the additional cost of drilling the larger diameter well. Groundwater inflow to a well is partially a function of the diameter of the well. This is a logarithmic relationship so as the diameter of the well increases, inflow can increase substantially.

TEAM appreciates the opportunity to work with the LRCMWC and looks forward to continuing to provide you with technical support on this important project. Should you have any questions or comments, please call us at 760-872-1033.

Sincerely,

A handwritten signature in cursive script that reads "Andrew Zdon".

Andrew Zdon, RG, CEG, CHG  
Senior Hydrogeologist



ROGER W. SMITH  
Consulting Geologist  
4917 Westridge Road  
Bishop, CA 93514  
(760) 387-9121

June 16, 2010

James Moyer  
Lower Rock Creek Mutual Water Company  
Paradise Estates  
P.O. Box 9  
Bishop, CA 93515

Water Supply Evaluation and Production Well Cost Estimate. Phase 1

Dear Mr. Moyer,

The following are the results of my Phase 1, Water Supply Evaluation and Cost Estimate for an additional water supply well for the Lower Rock Creek Mutual Water Company (LRCMWC). It is my understanding that this new well is now a requirement by the California State Water Board as a backup community water source and to provide additional water for fire protection and the anticipated build-out of the existing lots in the Paradise development.

Locations

There are effectively four areas where a new water supply well could be sited where there would be little or no hydraulic interference between the new well and the existing water supply wells in the Paradise Estates area. The areas are effectively on the north, south, east and west sides of the Paradise Estates Community (Figure 1). Two of these sites, the south and west sides, have issues with nearby septic leach fields. A water supply well placed anywhere along the southern boundary of the Community would be susceptible to sewage contamination from existing and future septic leach lines.

While the western location near the borrow pit adjacent to the old highway is preferred for potentially improved aquifer conditions (proximity to a recharge source and coarser water bearing sediments derived from the Wheeler Crest) and the potential for septic infiltration is minimal, there exists several potential problems with locating a water supply well here. The lack of sufficient land for a well facility to attain the required setback from the old highway and nearby leach fields, potential location in a drainage channel and distance from available 440-volt three phase electrical power all contribute. The aquifer in this area is also untested by nearby wells and the subsurface geologic conditions are

inferred from the regional geology and existing wells in and east of Rock Creek gorge. A water supply well situated in this location would require additional testing of the aquifer to determine potential productivity of the aquifer prior to designing the final size and depth of the completed well.

The northern edge of the Paradise Estates Community is potentially an ideal site for a water supply well. It is close to the necessary power source, is up gradient of all the septic leach lines and is very close to the existing water main. There remains the fact that the aquifer is untested in this area and could potentially be unsatisfactory for the LRCMWC's future needs. As with the western site, if this area is chosen as the new well site, it should be tested with a small diameter boring to investigate the geology and determine availability of water at this location. This site also has the potential of requiring a 150-foot deeper borehole to reach the water bearing formation of old alluvial sands beneath the Bishop Tuff as compared to a site in the Rock Creek gorge. If the productivity of the aquifer is unacceptable at either of these sites, the pilot boring will have to be abandoned and a new well site chosen. Interference with the existing well should be minimal due to the distance between the wells, 520 feet to 750 feet and this site's location opposite one or two faults which are potential barriers to aquifer transmissivity (Figure 1).

The remaining favorable site for a water supply well is located in Rock Creek gorge near the north end of the old Paradise Lodge cabins. The only place where there is enough room to provide at least 100 feet of set back from Rock Creek and 20 feet of setback from the power lines that follow the canyon on the east side is located on the east side of the gorge and access road between 770 feet and 1,000 feet south of the existing LRCMWC water supply well and 1,480 feet to 1,720 feet northwest of Lower Rock Creek Ranch Well #2. This site has a slight risk of hydraulic interference with the aforementioned wells, but should access the same proven aquifer as the other two wells. It is very close to the required power supply and existing pipeline. Road access is excellent and there are no leach lines known by the author to exist nearby. The only other detriment might be the proposed location of the sewer treatment plant for Lower Rock Creek Ranch. If there were a leak in that system or treatment pond, it might percolate through the fractures in the Bishop Tuff and possibly expose the new well to contamination. However, it is more likely that the contamination would percolate out of the canyon wall well above the well seal and also head down gradient toward the Lower Rock Creek Ranch Well #2. A deep well seal should mitigate this potential issue.

If a water supply well were sited in the area near the existing LRCMWC well, the two wells would definitely have some form of impact upon each other and depending upon distance apart, the interference from the respective cones of depression could reduce pumping water levels in the two wells from a few feet to over one

hundred feet in depth. This could potentially reduce the production capabilities of each well by a significant amount. If it becomes necessary to place the new water supply well in the vicinity of the existing well, then the existing well will have to be shut down for the duration of the drilling, construction and development of the new well. This should be done as a precaution to prevent the existing well from pulling drilling fluids into its sphere of influence, potentially plugging or damaging the aquifer and contaminating the water supply for the community.

### Production Capacity and Recommendations

If this new water supply well is to be used as a replacement well, then the minimum capacity that LRCMWC should attempt to attain according to the supplied engineering reports by Pinyon Engineering of Bishop, California and Pountney Associates of San Diego, California, is 250 gallons per minute (gpm) due to build out and fire-flow requirements. Additionally pumping rates may diminish over time due to wear on the pump, biofilm in the well or lower water levels due to drought. A higher capacity well and pump, and the resultant increased pumping rate will also better accommodate operations during reduced electrical rate hours by shortening pump run time and reduce the need for additional reservoir capacity during higher system demands. If the existing water supply well is to be used as a supplemental source or backup to the new well, then 250 gpm could be sufficient for the Communities needs.

An 8-inch inside diameter (ID) well casing should allow the LRCMWC to pump up to 200 to 250 gpm. To achieve a pumping rate in excess of 200 to 250 gpm up to 450 gpm, the well will need to be constructed of 10-inch ID casing, assuming the aquifer will sustain this production capacity. This casing diameter is sufficient to accommodate a pump with a large enough capacity to raise that volume the necessary 500 to 600 feet from the anticipated new well's pumping level. If more water production is required by LRCMWC, a 12-inch ID cased well will allow a production rate of over 500 gpm, again depending upon the transmissivity of the aquifer. It is good practice in deeper wells and recommended, especially when difficult drilling conditions are present, that the LRCMWC install a 12-inch ID well casing as it will give the LRCMWC more water production latitude and allow room for a large enough pump if the well borehole is crooked.

Recommended well depth is at least 1,250 feet below ground surface (bgs), which will put the bottom of the new well approximately 550 feet below the base of the Bishop Tuff. It is recommended that the pilot hole be drilled to 1,450 feet bgs or deeper to determine if additional favorable water bearing strata can be developed by the new well. The Lower Rock Creek Ranch Well #2 is constructed to 1,700 feet bgs and is capable of sustained production of over 250 gpm. The water quality from this well has a very slightly elevated

overall radiation count but the radioactive elements are non-detect (ND) in water quality testing. The elevated radiation may also appear on the e-log in well-defined alluvial beds or layers below the 1,200-foot depth. There are insufficient data to be able to determine the cause, but it may be due to the granitic-derived sediments and concentrations of radioactive heavy metals within select bedding of the alluvial formation. It also may be due to trapped radon gas below the Bishop Tuff which may dissipate over time. If the determination is made to construct the well below the 1,200-foot bgs depth due to favorable aquifer conditions, these potential elevated radiation zones can be blanked off to reduce their influence, if any, on the final well product.

Traces of hydrogen sulfide (H<sub>2</sub>S) were detected during geologic logging and in the discharge water during the aquifer pumping tests of the Lower Rock Creek Ranch Well #2. The H<sub>2</sub>S was first detected by the geologist in drill cuttings below 1450 feet bgs in a lithologic unit containing minor amounts of organic material. This organic layer may or may not be a source for the H<sub>2</sub>S odor. If this organic layer were to occur or H<sub>2</sub>S odor is encountered in the new water supply well location, the well should be constructed to exclude this particular zone.

The LRCMWC should be aware that this new water supply well will produce whatever the formation is capable of producing. Quality well design and construction will maximize the yield according to the aquifer's capabilities and the longevity of the final product. Poor design, construction missteps and improper cleaning will diminish the well production capabilities.

### **Fees**

My estimated professional service fees for this project will vary from \$40,000 to \$75,000 (360 to 680 hours at \$110 per hour) due to several factors that the LRCMWC will need to decide upon, the quality of the drilling contractor selected and natural variables that exist in drilling water wells in difficult terrain. The LRCMWC will have to decide how much professional oversight and onsite supervision of this project they will require to ensure that, the well is constructed properly and according to design to provide longevity and the maximum production and efficiency over the life of the well. The competence and abilities of the drilling contractor will also play a role in determining professional fees. Finally, the natural drilling conditions and the conditions of the aquifer will dictate the actual time spent drilling, logging, constructing and cleaning of the well and the supervision of those activities. Professional Geologist oversight as required by the California State Water Board and geological assistance during round-the-clock operations will be provided by Dean Dougherty of Sierra Geotechnical Services Inc. of Bishop, California as needed and is included in the above cost estimate. A more accurate

estimate will be generated once the LRCMWC has chosen a drilling contractor, decided upon a preliminary well design and the amount of professional oversight they require.

**Proposed tasks are:**

- a. Generation of Construction Guidelines for the drilling companies to bid upon and follow. This will ensure that the drilling companies will produce comparable bids and give the LRCMWC recourse in the event that the guidelines are not followed during construction of the well.
- b. Implement best management practices (BMP) to ensure a clean and safe site and reduce the possibility of environmental damage due to spills or leaks of drilling fluids and lubrication products. Also to provide guidelines to rapidly implement and follow in the event of a spill or leak to reduce any potential damage.
- c. Liaison with the drilling company, the LRCMWC and Mono County Health Department during the entire project. Advise the LRCMWC of problems encountered during well drilling and construction that could potentially increase costs and or require design changes.
- d. Log the drill cuttings and create a geologic log of the formations encountered while drilling. This will be used to compare and correlate with the electric log (e-log) for locating the best potential water bearing zones, potential water quality issues, final design of the water supply well and assist in solving drilling problems encountered by the drilling company.
- e. Interpret the e-log for use as above in Section d.
- f. Design the water supply well based upon geologic conditions encountered and the LRCMWC requirements.
- g. Supervise the construction of the well, to include, casing installation, alignment, gravel packing and cement sanitary seal.
- h. Supervise the mechanical development and monitor the pumping development of the new well to ensure that the gravel pack is properly settled and cleaning of the formation and gravel pack of drilling fluids is complete. These steps are critical to obtaining the maximum possible production efficiency and water quality from a new well.
- i. Install pressure transducers and conduct backup water level measurements in the new production well and nearby water wells

during the step test and constant rate pump testing of the new well to evaluate the well's efficiency and any potential impacts on existing nearby water production wells.

- j. Generate a final well construction summary, pumping test and recommendations report.

### **Water Well Drilling Company Proposals and Estimates**

Three well drilling contractors proposals and estimates to drill, construct, develop, clean and test a new domestic water production well for the LRCMWC are enclosed in Appendix A. Significantly variable costs relating to total well drilling and construction depth are marked with an asterisk. A proposal to clean and rehabilitate the existing water supply well is enclosed in Appendix B. Note: Bakersfield Well and Pump Co. did not include the cement sanitary seal in their estimate/proposal. It should be similar to the other companies estimates.

### **Disclaimer**

This report has been written for the Lower Rock Creek Mutual Water Company solely with specific reference to the siting and proposed construction and testing of a new water-supply well for the Paradise Community subdivision. The report has been prepared in accordance with the care and skill generally exercised by reputable professionals, under similar circumstances, in this or similar localities. No other warranty, either express or implied, is made as to the professional advice presented herein.

If you have any questions please call me at the above number or stop by.

Sincerely,



Roger W. Smith



← SITE LOCATION



<b>PARADISE COMMUNITY - LRCMWC Water Supply Well Location Photo/Map</b>	
NOT TO SCALE	DATE: June 14, 2010
Blue Shaded Areas are Potential New Well Location Sites Red Lines are Quaternary Faults	<b>FIGURE 1</b>





**Project Estimate**

**Client: Chuck Goede**

Item	Quantity	Unit Price	Total price
Mob In, Mob Out, Rig, Pipe Trailer, Water Truck Mud Pit, Pump	2	\$4,750.	\$9,500.
6-1/8 Test Hole	1,000'	\$30.00 p/f	\$30,000.00
Logging	1	\$3000.00	\$3,000.00
12-1/4 Bore hole	1000'	\$100.00 p/f	\$100,000.
8" SDR 17 Blank	500'	\$19.43 p/f	9,715.50
8" SDR 17 Perforated	500'	\$28.35 p/f	\$14,175.00
Gravel Pack & Delivery from SRI	1	\$8,500.00	\$8,500.00
Trimmy for gravel pack	1000'	\$7.00 p/f	\$7,000.00
Gravel pack installation	8 hrs * est.	\$450.00	\$3,600.00
100' Sanitary Seal	1	\$5,000.00	\$5,000.00
Development	24 hrs *est	\$450.00	\$10,800.00
Drilling fluid and solids water development & Haul off	No quote available at this time		
40 HP Motor	1	\$4,380.00	\$4,380.00
40 HP Pump	1	\$5,917.00	\$5,917.00
10x4 Pitless	1	\$1,358.88	\$1,358.88
4" Drop Pipe, Galvanized	600'	\$14.25 p/f	\$8,550.00
#4 Wire	600'	\$5.07 p/f	\$3,042.00
Splice Kit	1	\$15.75	\$15.75
Furnas 40 HP Panel	1	\$1,271.25	\$1,271.25
<b>Subtotal</b>			<b>\$225,825.38</b>

**\*Note**

**Welsco is only able to quote 4" Galvanized pipe because the weight of the column pipe and motor exceeds factory recommendations for PVC drop pipe. Also, as noted above, there is no quote available at this time for drilling fluid and solids, water development and haul off**

Scott,

I just received a Notice of Public hearing regarding the second well proposed for the property at Lower Rock Creek Variance 15-001. Lower Rock Creek Mutual Water Company and I would like to express formal concerns with the drilling of this second well.

In the letter circulated to the public there was mention of drilling operations to take place for a period of three to four weeks with possible noise levels exceeding maximum allowable by the County. Noise is only one of many concerns in drilling a new well. I think the letter distributed to the community needs to include a variety of other potential impacts and then re-circulated.

As has been demonstrated with the Rock Creek Ranch project, drilling does in fact exceed maximum noise levels and clearly has an impact on the community; as was vocalized in numerous letters from Paradise and Swall Meadows several years ago. These noise impacts go beyond the impacts of local residents, but should also to those people enjoying hiking, biking in the canyon or living in the Swall Meadows area. I'm requesting the drilling operations of this well be subject to the same scrutiny imposed on the Rock Creek Ranch property without discrimination or prejudice. This would include no drilling after 5:00, no drilling on Sundays, no dust permitted to overflowing on to neighboring properties or causing detriment to existing air quality (if air drilling methods are utilized) , etc. Also because the property is located in the Lower Rock Creek Canyon, there are also echoing effects that will only be amplified off of the steep walls of the canyon.

The proximity of this drilling adjacent to Lower Rock Creek will present a number of challenges such as potential impacts to creek water quality, possible extraction of creek water due to proximity and fractured ground geology. These items should be studied by professionals as was exercised by the Rock Creek Ranch project.

As an owner of the property adjacent to this proposed well, I have serious concerns about how the extraction of water and drilling methods could have a negative impact on the production of my two existing wells and the creek through which my property crosses (near this well). I'm requesting pump tests be performed on my wells prior to the drilling in Lower Rock Creek Canyon and post drilling so that any possible impacts can be studied. This should be performed at the cost of those drilling the well. This would include the same impact tests imposed on Rock Creek Canyon, including and not limited to step tests, 3 day pump tests, and drawdown tests. Because bentonite other materials are often used to drill these wells and to seal fractured rock, I have concerns these methods could cut off or reduce flows to the aquifers from which my property draws water. I'm also requesting water quality tests be performed on my wells before and after to make sure my existing water is not contaminated by intruding water from this new well. Water quality tests should be performed only after all wells have had the opportunity to run for a period of 3 days. Even though this proposed well is in, or adjacent to, an existing well it can still have comparable impacts of a new well. It can open new fractures, allowing new intrusions or contaminations.

As was required by Rock Creek Ranch, all state and federal agencies should be notified of potential impacts and measures should be taken to mitigate possible impacts.

These are just some of the concerns I have at this time. I'm asking that me and my partners be treated with the same respect and diligence that was given to the community of Paradise when the wells were drilled for Rock Creek Ranch.

Matthew T. Lehman

760-822-5845

[View my Mammoth Lakes Real Estate Report – Mid Year  
August Real Estate Market Report – “In Lehman’s Terms”](#)

[Matthew@HomesMammoth.com](mailto:Matthew@HomesMammoth.com)

[www.facebook.com/Matthew.Lehman.Real.Estate](http://www.facebook.com/Matthew.Lehman.Real.Estate)



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# MONO COUNTY PLANNING COMMISSION

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)

## SPECIAL MEETING MINUTES

SEPTEMBER 10, 2015  
(Adopted October 8, 2015)

**COMMISSIONERS:** Scott Bush, Chris I. Lizza, Mary Pipersky, Dan Roberts. **Absent:** Rodger B. Thompson

**STAFF:** Scott Burns, CDD director; Gerry Le Francois, principal planner; Courtney Weiche, associate planner; Stacey Simon, assistant county counsel; C.D. Ritter, commission secretary

**1. CALL TO ORDER & PLEDGE OF ALLEGIANCE:** Vice-Chair Chris Lizza called the meeting to order at 10:07 a.m. in the board chambers at the Town/County Conference Room, Minaret Village Mall, Mammoth Lakes, and attendees recited the pledge of allegiance.

**2. PUBLIC COMMENT:** None

**3. MEETING MINUTES:**

**MOTION:** Adopt minutes of July 9, 2015 (no August meeting) as submitted. (*Pipersky/Bush. Ayes: 4. Absent: Thompson.*)

**4. PUBLIC HEARING**

**10:10 A.M.**

**A. VARIANCE/Lower Rock Creek Mutual Water Co.** The proposal is to drill a second well on an Open Space parcel (APN 026-330-015) to serve the residents of Sierra Paradise Estates and Rock Creek Canyon. Well construction is proposed to operate nonstop for three to four weeks. A variance is necessary when projects exceed the maximum noise levels at any given time. Community letters of support have been submitted as part of the application. The project qualifies as a CEQA exemption. In accordance with Section 15306 for resource evaluation activities that do not result in serious or major disturbance to environmental resources. *Staff: Courtney Weiche, associate planner*

Courtney Weiche presented background. Stacey Simon clarified that the well was already approved; now looking at noise variance. Approval would allow noise and time variance from limitations. Noticing was outlined, and a packet of comment letters was distributed. No drilling after 5 p.m. or Sundays, echoing along canyon. Discretion over impacts is limited.

**OPEN PUBLIC COMMENT:**

**Matthew Lehman**, developer of Rock Creek Ranch, wants fair and equitable treatment in the area. Appears utility was held to different standard ~~then~~ than he was. His wells are farther away, on challenged topography. He was not given a variance, not allowed to drill 24/7 though he would have preferred it. Impacts are still same with different project, not addressed. Mono failed to bring up other potential issues. Archaeological site nearby, grinding bowls there. Same people opposed noise of his project. Quoted similar time and rate, but went from six months to 1.5 year, from \$200,000 to \$1.2 million. Drilling impacts his wells, taking water. Found more contaminated water at deeper depths. Asking that his investments with partners be treated with same respect and concerns as Lower Rock Creek Mutual. Inconsistencies. If variance is granted, capricious decision. Didn't get same treatment for 15-yr project.

**Jim Moyer**, president of board of water board, decreased well production indicates no water. Lizza: Prior water source? Moyer: Surface water.

DISTRICT #1  
COMMISSIONER  
Mary Pipersky

DISTRICT #2  
COMMISSIONER  
Rodger B. Thompson

DISTRICT #3  
COMMISSIONER  
Daniel Roberts

DISTRICT #4  
COMMISSIONER  
Scott Bush

DISTRICT #5  
COMMISSIONER  
Chris Lizza

**Mike O'Sullivan**, resident of Paradise Estates, supported most of Lehman's comments. Water system grandfathered in, health/human safety concern for community. Existing community dates back to 1960s, creek rights to 1920s. Need potable water. Supported variance.

**Steve Frederickson**, on water board, Nov. 10 start date is not current. Significant El Nino, so start ASAP if variance approved. Maybe by Oct. 7. Complete before snow flies.

**Evan Russell**, newer resident at Rock Creek Canyon, agreed Lehman should be treated fairly. Farthest house up canyon on trail, on it five to seven days/week, sees *who's there, what's going on*. Understand consequences if well would fail, so get done quickly, put up with noise.

**Michael House**, fire chief, water best to deal with fire. Hydrant system in Paradise enabled firefighting efforts on day of Swall Meadows fire. Stressed importance of reliable water supply to community residents.

**Lehman**: Doesn't deny need for firefighting, drinking water. Comply with same measures as he complied with, mitigate impacts. If fire is a concern, would pump water from his site. If it's drinking water, could be provided so he could protect his asset.

**Barbara Schneider** did not address perceived grievances of objector. Lives on ridge, definitely impacted, sees need, supports wholeheartedly.

**Mark Daniel**, assistant fire chief but speaking as resident, read his comment letter into record. Drill ASAP to avoid catastrophic failure.

**Denyse Racine**, 27-yr resident. Mono general Noise Ordinance addresses neighborhood impacts. Homeowners most affected by noise are in support. Recreationists have alternatives for hiking/biking in canyon or elsewhere. Hiked elsewhere during Rock Creek Road construction. All evidence indicates variance should be granted.

**DISCUSSION**: Bush: Lehman project? Letters opposing noise? Lehman: Air drilling, pluming dust, watered down, drilled pits to capture drilling muds. Assume same standard. Noise complaints, police called, ongoing problem. Put hay bales up to stop noise propagation. Denied permission, had to stop/start drilling. No forgiveness granted.

Weiche: 2005 variance denied; 2006 after extended drilling, reapplied for 24 hr weekdays only, 10 days total.

Bush: Driving force? Weiche: CDFG, property owners.

Bush: Condition of Lehman wells, maybe looking at same thing with Lower Rock Creek utility now. Would set precedent for his future drilling. Still fight or make it easier for Lehman?

Lehman: Good neighbor policy would kick into effect. Not now, given easement, access gate. Not reciprocated. Tried to work with them. What would happen to his wells when they drill? Bush: No info now. Lehman: Studies not done on depths.

Racine: Sensitive receptors = residents of Paradise. No corresponding receptors on Lehman's property. Overwhelming support. **CLOSE PUBLIC COMMENT.**

**DISCUSSION**: Pipersky: Noise at 70 dB if working 24/7? Moyer: Rotary drilling, no hammering. Could carry on conversations near drilling site. Pipersky: Variance includes consistent noise day and night. Lehman: Found air density changes made noise louder at night.

Lizza: Rules maybe different at Lehman's original. Concern about dates on noise.

Roberts: Most difficult decisions on commission have concerned noise. Humans measure noise differently: perceived loudness, duration, quality, own subjective perception. In terms of unfair treatment, staff makes every effort at fairness. Supported variance.

Bush: Only thing to consider is *who's being damaged*. Same people, but decided could put up with it now, probably sets precedent for future. Well likely would not affect Lehman's well. Lehman: Deeper, more water. Bush: Redundancy well, may replace first well. Supported variance.

Pipersky: Completely different situation. Paradise is an existing community.

Lizza: Evan Russell is most affected, but not complaining.

Bush: Deciding how long put up with noise, not noise v. no noise.

**MOTION**: Set limit at four weeks to make drillers get it done. If equipment is down, Burns could extend. (Bush/no second.)

***NEW MOTION:*** Make findings in staff report, approve Variance 15-001 authorizing variance from Mono County Noise Ordinance standards for construction activities, for up to 24 hr/day 7 days/wk and at levels in excess of 50 dBA at night and 60 dBA during day, for limited term, to drill new well for Lower Rock Creek Mutual Water Co. (*Pipersky/Roberts. Ayes: 3. No: Bush. Absent: Thompson.*)

## 5. WORKSHOP

### A. REGIONAL TRANSPORTATION PLAN (RTP)/GENERAL PLAN UPDATE (GPU) & DRAFT ENVIRONMENTAL IMPACT REPORT (DEIR) *Staff: Wendy Sugimura & Brent Calloway*

Scott Burns noted culmination of a lot of work over years. Funding through LTC. Complied with sustainable communities process. Integrates transportation, housing, land use. Set stage for future streamlining. New GHG requirements set. Included as policy. All planners touched it, went to RPACs, area plans updated/refined. Wendy Sugimura got grant to fund much of update. Really refined policies, plugged gaps, worked with environmental consultant. Setting stage for online General Plan.

Sugimura noted PC has seen topic-specific studies already. Broad overview presented at RPACs.

**Land Use:** Build-out calculations were done by Brent Calloway, who described mathematical exercise that doesn't mean much. If every piece of land were built out to maximum potential, space for 28,000 units. Currently, 2,500 units with 60% occupied, 40% unoccupied. Looked at land use designations. All reduced build-out removed public land. Planning areas revised. Individual parcels looked at, not just big block. Avalanche areas reduced, area plans on agricultural preservation limit of 40 acres. 16,585 units possible theoretically. Burns: State law requires intensity of development possible (theoretical maximum).

**Land Use Maps:** Online map replaces 100+ pages. Only Conway Ranch redesignated as Open Space. Links to maps all over, parcel viewer, agency maps. Can overlay items like TROD, Williamson Act, development credits, parking areas, flood hazard areas, avalanche-influence areas, fault areas, or Cal Fire hazard zones. Roads are broken down by ownership.

**Area Plans:** Sugimura reviewed area plans that RPACs revised. Antelope Valley: Most feisty, especially about trails. Return later. Bridgeport Valley: Back next week, adding Main Street revitalization last two years. Mono Basin: Happy. June Lake: Main concerns = separately published June Lake Area Plan, TROD policy and consistency with Ch. 25 and 26. Fair share: Housing for employees, realistic requirements? Housing Mitigation Ordinance repealed, but June Lake wanted something to require workforce housing if big development came in. Long Valley: OK. Paradise: Next week, all new policies. Other area plans had minor policy changes.

**Development Regulations:** Calloway noted focus on simpler, easier regulations. Listed among 40 changes: 1) Dual designation: Can't stack on; 2) Towers in all land use designations OK with use permit; 3) Accessory use prior to main requires use permit; 4) Accessory structures not allowed in setbacks; 5) Cargo containers OK in floodplain areas; 6) No RV storage on vacant land; 7) Side/rear-yard fences from 6' to 7' to coincide with building regulations; 8) June Lake required parking spaces now two, not three; 9) Commercial designation needs Director Review like Mixed Use; 10) Cell tower to 80', extra 20'; 11) B-&B parking requirements added; 12) Flood and fire regulations modified per state law; and 13) Plan of operations is lower level of review than permit.

**Circulation Element/RTP:** Added appendices on bikes, trails.

**Conservation/Open Space:** Dr. James Paulus did biological assessment to identify vegetation communities, sensitive species, and biological resources.

**Safety & Noise elements:** Updated.

**Integrated Waste Management Plan:** Not part of General Plan.

**EIR:** Alternatives created. GHG policies.

**Comment period:** Closes Sept. 29.

## 6. REPORTS:

**A. DIRECTOR:** Association of Environmental Professionals conference Sept. 24-26: Simon & Sugimura featured panelists.

**B. COMMISSIONERS: Roberts:** Oct. 23-24. Ormat issue (litigating attorneys), sensitive species, water issues, solar, D395, GP update/maps, etc. Field trips to Bridgeport Main Street, SNARL, etc.

## 7. INFORMATIONAL: No items.

**8. ADJOURN** to October 8, 2015

*Prepared by C.D. Ritter, commission secretary*

# MONO COUNTY PLANNING COMMISSION

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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)

## **Comment Letters on Well Drilling Variance 15-001**

Boone, Chris & Donna

Brown, Patricia

Daniel, Mark / Racine, Denyse

Ellsworth, Todd & Alisa

Goede, Chuck & Ruth Ann

Hoffman, John & Ann

Kinney, Russell & Michele

Knauss, Mark & Sharon

McConachie, Jon

McMullen, Tim

O'Sullivan, Liz

Pena, Richard & Judy

Williams, Craig & Jill

Winterburn, Robert

Wong, Darrell / Pontak, Patricia

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DISTRICT #1  
COMMISSIONER  
Mary Pipersky

DISTRICT #2  
COMMISSIONER  
Rodger B. Thompson

DISTRICT #3  
COMMISSIONER  
Daniel Roberts

DISTRICT #4  
COMMISSIONER  
Scott Bush

DISTRICT #5  
COMMISSIONER  
Chris I. Lizza



**CD Ritter**

---

**From:** Donna Boone <nursestork1@gmail.com>  
**Sent:** Wednesday, September 09, 2015 2:32 PM  
**To:** CD Ritter  
**Subject:** new well for paradise estates

RECEIVED  
SEP 09 2015  
MONO COUNTY  
Community Development

We look forward to your approval of the new well for our community. The noise issue is a non issue. A little noise is not a problem for a dependable water supply. Thank You for your time  
Chris and Donna Boone

September 9, 2015

Ms. Mary Pipersky, Commissioner  
Mr. Rodger B. Thompson, Chair  
Mr. Daniel Roberts, Commissioner  
Mr. Scott Bush, Commissioner  
Mr. Chris I. Lizza, Vice-Chair  
Mono County Planning Commission  
PO Box 347  
Mammoth Lakes, CA 93546

RECEIVED  
SEP 10 2015  
MONO COUNTY  
Community Development

Honorable Commissioners:

I support Lower Rock Creek Mutual Water Company (LRCMWC) Directors and the noise variance request for a secondary well drilling permit. The secondary well is necessary to provide water to the community, especially in light of the increased threat of fires and in the event that the primary well fails. The LRCMWC has a permit for the drilling issued by Mono County that expires on October 7, and has the funds to pay the driller, that has been identified and could begin work soon.

The main concern that has been raised is the noise generated by the 24/7 drilling. This is not an issue for most of the residents of Paradise Estates, who realize the need for a reliable future water supply. The primary opponent to the noise variance is an absentee developer (Matt Lehman), who wants to express his vendetta in putting roadblocks in a project that is needed for the welfare of the residents of Paradise. Ultimately his property could be in jeopardy if the Paradise Fire Department does not have sufficient water resources to battle blazes that do not respect private property boundaries, such as the Round Valley Fire of February 6, 2015.

I have lived in Paradise since 1994, and owned property there since 1991. I currently own one developed and four undeveloped parcels. I am impressed by the volunteers who work diligently on issues that affect the welfare of the community, such as the Paradise Fire Department and the LRCMWC Board.

I just became aware of this controversy. I am out of town and cannot attend the meeting in Mammoth Lakes on September 10. I do hope that you approve the LRCMWC's well drilling noise variance permit.

Sincerely,

Dr. Patricia Brown  
134 Eagle Vista  
Bishop, CA 93514

RECEIVED  
SEP 10 2015  
MONO COUNTY  
Community Development

September 10, 2015

Ms. Mary Pipersky, Commission  
Mr. Rober B, Thompson, Chair  
Mr. Daniel Roberts, Commissioner  
Mr. Scott Bush, Commissioner  
Mr. Chris I. Lizza, Vice-Chair  
Mono County Planning Commission  
P.O. Box 347  
Mammoth Lakes, CA 93514

Honorable Commissioners,

My wife and I have been a homeowners in Paradise since 1988. We currently own two residences in Paradise.

The community of Paradise Estates has been in existence for over 45 years. Our community relied on water from Lower Rock Creek until 1993 when we were required to stop utilizing creek water. Our community and Board of Directors elected to drill a well to provide water to our community, which was completed in 1993. Our existing well is now 22 years old, and its reliability is in question.

As stated in the Staff Report that you have before you today, our project is to drill a replacement well in order to provide redundancy in our system in the event of a well failure. Our community's existence depends on a reliable water supply to satisfy our domestic and fire protection needs. This replacement well has been planned for almost 20 years. We as homeowners and shareholders have been paying into an assessment fund since 1998 to finance this well. This well was specifically planned for when the Rock Creek Canyon Specific Plan was approved. Our Board of Directors has worked diligently with Mono County staff to ensure that all applicable state and county regulations have been adhered to, during this current application process and in 1993 when our existing well was drilled. We have a history of compliance.

The Lower Rock Creek Mutual Water Company and my wife and I are asking for a variance on the noise ordinance for this project.

We do not have a problem with the noise or extended hours proposed for this project. We have experienced this noise before when our neighboring development drilled wells, and we were able to cope with that noise and duration of the project.

As stated in the Staff Report, our existing project qualifies for a Categorical Exemption from CEQA, because it is a "Replacement or reconstruction of an existing utility system and/or facility involving negligible or not expansion of facility". The only discretionary action before you is a request to grant a variance from the noise standards and work hours which affects any reasonable person RESIDING IN THE AREA". The homeowners and shareholders in Paradise who reside in the area have demonstrated overwhelmingly that

we support this variance and need to have our well drilled as soon as possible to avoid catastrophic well failure.

Respectfully,

Mark Daniel  
Denyse Racine  
Paradise residents

**CD Ritter**

---

**From:** Alisa Ellsworth <toddandalis@gmail.com>  
**Sent:** Wednesday, September 09, 2015 2:40 PM  
**To:** CD Ritter  
**Subject:** Paradise Well

RECEIVED  
SEP 09 2015  
MONO COUNTY  
Community Development

Hi CD,

We would like to express our support for the Paradise Well Project. We strongly support a noise variance to allow for 24 hour drilling of the new well. Paradise desperately needs to move forward with this project to have a second well that can provide clean drinking water for the members of Paradise as the first well is silting in and becoming less functional over time. Thank you for your consideration.

Sincerely,

Todd and Alisa Ellsworth  
Residents of Paradise for 15 years

**CD Ritter**

---

**From:** Charles Goede <chuckgoede@gmail.com>  
**Sent:** Wednesday, September 09, 2015 1:57 PM  
**To:** CD Ritter; Fred Stump; Louis Molina; James Moyer; Courtney Weiche; Steve; Stacey Castellano; Cary; Scott Burns; Jon Drozd; Bedore, Chett; mark and denyse; sagerunner  
**Subject:** LRCMWC Well Opinion

RECEIVED

SEP 09 2015

MONO COUNTY  
Community Development

Dear Ms Ritter,

First and foremost as shareholders for over 25 yrs., we have watched and participated in helping this water system (LRCMWC) play catch-up both financially and with hands on work. I am one of four Ca. licensed operators living in the community, helping to maintain potable water for my fellow neighbors and shareholders. Ruth and I as full-time residents, have no issues with the noise associated with the drilling of a replacement well. Personally, we can not remember this excessive level of concern about our original well drilled in the early '90s. This replacement well will ensure many years of potable water and fire protection for our community and the surrounding area. Mr Lehman is not a resident of our immediate neighborhood and the counties noise ordinance specifically addresses impacts to residents. After reading Mr. Lehman's letter of concern to the county, we can only surmise that it is motivated purely by anger toward either the shareholders of Paradise Estates or the LRCMWC directors. Most importantly the further delays of our project will only serve to increase costs, increase our probability of catastrophic well failure and unfortunately alienate Mr. Lehman from the residents of Paradise.

Thank you in advance for the taking this letter into consideration in favor of granting the LRCMWC's noise variance.

Regards,

Chuck and Ruth Ann Goede

**CD Ritter**

---

**From:** Ann Hoffman <hoffmanja@gmail.com>  
**Sent:** Thursday, September 10, 2015 7:22 AM  
**To:** CD Ritter  
**Cc:** Liz O'Sullivan  
**Subject:** Noise Variance for Sierra Paradise

RECEIVED  
SEP 10 2015  
MONO COUNTY  
Community Development

Dear Ms. Ritter,

We are in support of the Lower Rock Creek Mutual Water Company's request for a noise variance for the Sierra Paradise Estates secondary well drilling permit.

We have owned our home in Paradise since 1999 and we understand the need for a secondary well. We know that we will return home to noise, but it is for a necessary cause.

We cannot attend the meeting because we are in Mexico, but we feel this is so important that we are writing to show our support.

John and Ann Hoffman  
173 Summit Road  
Bishop, CA 93514

CD Ritter

---

**From:** Michele Kinney <michelekinney@gmail.com>  
**Sent:** Wednesday, September 09, 2015 8:37 PM  
**To:** CD Ritter  
**Subject:** Written Approval for Consistent Noise Variance 15-001/Lower Rock Creek Mutual Water Co.

RECEIVED

SEP 10 2015

MONO COUNTY  
Creek Mutual Water  
Community Development

CD Ritter, Commission Secretary:

I, Michele Kinney and husband, Russell Kinney are residents of Sierra Paradise Estates, address 105 Dennis Way, Bishop, CA 93514. We are submitting our written approval of the noise variance 15-001/Lower Rock Creek Mutual Water Co. for drilling of a second well on parcel (APN 026-330-015). We cannot appear at the 10:10 a.m. Public Hearing on September 10, 2015, therefore, we want our written approval filed with the Planning Commission in support of this action.

Sincerely,  
Michele & Russell Kinney



CD Ritter

---

**From:** Mark Knauss <smaksak@yahoo.com>  
**Sent:** Wednesday, September 09, 2015 6:57 PM  
**To:** CD Ritter  
**Subject:** Variance 15-001/Lower Rock Creek Mutual Water Co.

RECEIVED  
SEP 10 2015  
MONO COUNTY  
Community Development

To the Mono County Planning  
Commission

We do not  
have any problems with the Variance 15-001, as it  
is written and look forward to the beginning of  
the drilling of the new well for Lower Rock Creek  
Mutual Water Co. Thank you, Mark and Sharon  
Knauss, 4975 Lower Rock Cr Rd, Bishop, CA.

September 10, 2015

Ms. Mary Pipersky, Commissioner  
Mr. Rodger B. Thompson, Chair  
Mr. Daniel Roberts, Commissioner  
Mr. Scott Bush, Commissioner  
Mr. Chris I. Lizza, Vice-Chair  
Mono County Planning Commission  
PO Box 347  
Mammoth Lakes, CA 93546

RECEIVED  
SEP 10 2015  
MONO COUNTY  
Community Development

Honorable Commissioners:

As a resident of Paradise for over 9 years and as an active member of the Paradise Fire Protection District for over 8 years I wish to express my support for the noise variance request for our secondary well drilling permit.

The need for this well is understood by the residents of our community and the noise variance has overwhelming support within our community.

Mr. Lehman does not reside here and would be unaffected by this noise variance request.

The project qualifies as a CEQA exemption and I urge you to approve LRCMWC's noise variance for our secondary well drilling project.

Thank you for your attention,

Jon McConachie  
125 Eagle Vista  
Bishop, Ca 93514-7185

**WHEELER CREST FIRE PROTECTION DISTRICT**

**129 Willow Road  
Swall Meadows, CA 93514**

RECEIVED  
SEP 10 2015  
MONO COUNTY  
Community Development



September 10, 2015

CD Ritter  
Secretary  
Mono County Planning Commission  
PO Box 347  
Mammoth Lakes, CA 93546

Dear CD,

The Wheeler Crest Fire Protection District wishes to express its support for the drilling of a new well by the Paradise Fire Protection District.

We understand that their current well is in need of servicing and that there is a legitimate concern that the well or pump may fail during a fire emergency. Should this occur, then both our departments as well as other responding departments would be without a water source for both structure protection and wildland fire suppression within Paradise and Wheeler Crest Fire Protection Districts. Due to our geographic locations and limited sources for water, having a continuous water source is critical.

The quicker a new well is drilled the quicker a reliable water source will be in place. As such, we also support a noise variance that would allow 24 hour drilling, so long as the community of Swall Meadows is not adversely impacted by the noise.

Sincerely,

*Tim McMullen*

Tim McMullen  
Chairman, Board of Directors  
Wheeler Crest Fire Protection District



September 9, 2015

Ms. Mary Pipersky, Commissioner  
Mr. Rodger B. Thompson, Chair  
Mr. Daniel Roberts, Commissioner  
Mr. Scott Bush, Commissioner  
Mr. Chris I. Lizza, Vice-Chair  
Mono County Planning Commission  
PO Box 347  
Mammoth Lakes, CA 93546

RECEIVED  
SEP 10 2015  
MONO COUNTY  
Community Development

Honorable Commissioners:

I whole-heartedly support my Lower Rock Creek Mutual Water Company (LRCMWC) Directors and staff's noise variance request for our secondary well drilling permit. The LRCMWC Directors and staff have worked diligently and unstintingly on this secondary well project for years trying to find a well driller and acquire a permit from the County. This secondary well is a fundamental necessity for our community should our primary well fail. Potable water is a basic and essential community need as well as a safety necessity for fire fighting purposes.

I ask that the Planning Commissioners disregard Mr. Matthew Lehman's argument that the LRCMWC's request for this variance needs a California Environmental Quality Act (CEQA) review. Mr. Lehman's position has no validity as our well drilling permit noise variance qualifies as a CEQA exemption. Mr. Lehman's position has more to do with past grievances pertaining to his Rock Creek Ranch development than noise impacts from our secondary well drilling project.

I urge you to approve the LRCMWC's well drilling permit noise variance so that my community may have the security and redundancy of two wells and that we may be assured of basic life essentials.

Thank you for your time and attention,

Liz O'Sullivan

## CD Ritter

---

**From:** Judith Pena <jpenajudy@schat.com>  
**Sent:** Wednesday, September 09, 2015 9:02 PM  
**To:** CD Ritter  
**Cc:** 'Paradise Fire Protection District'  
**Subject:** Variance/Lower Rock Creek Mutual Water Co.

RECEIVED  
SEP 10 2015  
MONO COUNTY  
Community Development

Dear CD,

Richard and I would appreciate our voices heard as we are unable to attend the meeting tomorrow Thursday, September 10, 2015 at 10:00am, regarding the Variance/Lower Rock Creek Mutual Water Co.

I was surprised to hear that there was an objection from someone who does not even live in our Community? My husband Richard and I live directly above the canyon where the drilling is to take place, 105 Glen Court. We both agree that the new Well construction is very important to our Community and agree with the variance which proposes the drilling to operate nonstop for three to four weeks. We choose the noise. The Community of Paradise Estates stand behind Lower Rock Creek Mutual Water Company in asking for this variance.

Thank you, CD.

Sincerely,

Richard and Judy Pena

105 Glen Court  
Bishop, CA 93514  
60-387-2935

**CD Ritter**

---

**From:** Craig Williams <cjwill911@aol.com>  
**Sent:** Wednesday, September 09, 2015 2:55 PM  
**To:** CD Ritter  
**Subject:** Paradise well drilling

RECEIVED  
SEP 09 2015  
MONO COUNTY  
Community Development

Planning Commission,

I will be unable to attend the meeting for the Lower Rock Creek Mutual Water District noise Variance. I would like to say that my wife and I would be in favor of the noise variance to get the job completed as quickly as possible. We are year round residents for the past 18 years here. I hope this helps in your decision of this matter.

Craig S Williams  
Jill M Williams  
4843 Sherwin Trail  
760-387-2435

## CD Ritter

---

**From:** robskyline@aol.com  
**Sent:** Wednesday, September 09, 2015 9:14 PM  
**To:** CD Ritter  
**Subject:** Variance 15-001/Lower Rock Creek Mutual Water Company

RECEIVED  
SEP 10 2015  
MONO COUNTRY  
Community Development

Dear Commission Secretary Ritter

I am a homeowner in paradise and I write in support of the project to drill a second well in the community of Paradise.

The viability of Paradise is completely dependent upon a secure water supply. Our current well is exhibiting signs of deterioration and it is time for us to act on a second well. The community has saved the money to fund the project and have finally found a driller willing to act on a contract. Time is short and well drillers are in great demand in the current drought. It is important to move forward on the project now and, as a resident, I am willing to accept the noise of a 24/7 drilling operation. I support the granting of a variance.

My house is just off Westridge Road, so I am close to the canyon and will hear the operation. I also use the canyon recreationally (trail running and dog walking). I am willing to put up with the round the clock operation in order to see the project thru this fall.

To deny the variance will impose a severe financial burden on property owners, such as my wife and I, and put the viability of Paradise in doubt. I urge you to agree to the variance.

Yours sincerely

Robert Winterburn  
.02 Dennis Way  
Bishop, CA 93514

**CD Ritter**

---

RECEIVED  
SEP 10 2015  
MONO COUNTY  
Community Development

**From:** Pat Pontak <ppontak@gmail.com>  
**Sent:** Wednesday, September 09, 2015 7:19 PM  
**To:** CD Ritter  
**Subject:** Lower Rock Creek mutual water company well

This email is from Patricia A Pontak and Darrell Wong Ave, 130 Scott Road Bishop California in Paradise.

We are writing in support of the drilling of the second much needed well for the Lower Rock Creek mutual water company. We believe this well is necessary for the benefit of the entire community which has grown significantly in the last several years and will continue to grow in the future. We believe that any short-term adverse impacts in terms of noise and other effects are not significant in comparison to the benefits for the community. We believe that this project differs from previous projects of well drilling that occurred on the East Ridge area because those impacts from East Ridge drilling would have impacted the entire community for an extended period of time. This project will be affecting potentially a lot fewer residents and would occur in the canyon itself upstream of many of the residents in Paradise.

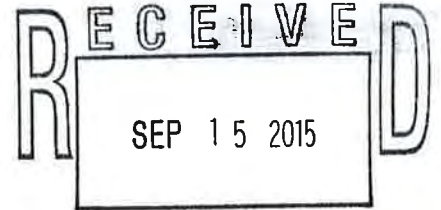
Thank you very much for the opportunity to comment on this project.

Patricia A Pontak and Darrell Wong





# NOTICE OF EXEMPTION



OFFICE OF THE CLERK

MC 15-005

**TO:**  Office of Planning and Research  
PO Box 3044  
Sacramento, CA 95812-3044

County Clerk / County of Mono  
PO Box 237  
Bridgeport, CA 93517

**FROM:** Mono County Community Development  
PO Box 347  
Mammoth Lakes, CA 93546

**Project Title:** Lower Rock Creek Mutual Water Company Noise Variance 15-001  
**Project Applicant:** Lower Rock Creek Mutual Water Company  
**Project Location – Specific:** Rock Creek Canyon Specific Plan APN 026-330-015-000  
**Project Location - City:**NA **Project Location - County:** Mono County

**Description of Nature, Purpose, and Beneficiaries of Project:**

A variance from the Mono County Code to permit noise levels exceeding normal standards for drilling activities, 24 hours/day 7days/week, for a replacement well for the Lower Rock Creek Mutual Water Company. The original well has lost significant depth and the pipe casings are becoming increasingly corroded. The addition of the second well will provide redundancy if the existing well fails and will allow independent maintenance/rehabilitation of both wells as necessary. It will not increase the total amount of water extracted or utilized at buildout of the subdivision.

**Name of Public Agency Approving Project:**

Mono County

**Exempt Status: (check one)**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Statutory Exemptions. State code number;
- Categorical Exemption. State type and section number:
  1. CEQA Guidelines, 15302, Class 2 – Replacement or Reconstruction. A Class 2 exemption consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including but not limited to:
    - (c) Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of facility.
  2. CEQA Guidelines 15306, CEQA Class 6 – Information Collection. A Class 6 exemption consists of basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource.

**Reasons why project is exempt:**

The proposed project is located on the same property as the existing well and, if investigations show the replacement well to be viable, it will become the primary, and eventually, the sole well for the Lower Rock Creek Mutual Water Company (i.e., utility system replacement). There is no expansion of the amount of water to be

posted thru 10/15/15

extracted as a result of the well, and no exception to the exemptions exist. The noise generated by the drilling is not unusual to this type of project, and any well drilling activity would generate a similar amount of noise.

**Lead Agency:** Mono County

**Contact Person:** Courtney Weiche

**Area Code/Telephone/Extension:** 760-924-1803

Signature: Megg Hawkins Date: 09.15.15 Title: Associate Planner  
Megg Hawkins on behalf of Courtney Weiche

- Signed by Lead Agency
- Signed by Applicant

- f. **Nonconforming Decks on Lot 9.** Notwithstanding anything shown on exhibits within the Approval, the approval related to the enclosing of decks on Lot 9 does not permit any expansion to the decks' footprints, or new perimeter foundations to be constructed in relation to such expansion.

### 3.6.6 OPEN SPACE DEVELOPMENT STANDARDS

- a. **Trail Access:** To facilitate public use of Lower Rock Creek Trail, a permanent trailhead access easement shall be provided. The private access route for Lots 8-12 shall serve as the trailhead access easement, linking the dedicated trailhead parking lot with the BLM lands to the north. The road will be maintained only to the end of the cul-de-sac.
- b. **Trailhead Parking and Signage:** In addition to the public trail access road, a public parking area shall be provided on Lot A, located directly west of Lot 8. This public parking area will be offered for dedication to the County but maintained by the HOA for use by trail users, project residents who participate in ride-share programs, and public agencies accessing area facilities. Trail access signage shall be provided in accordance with provisions in the Master Sign Plan (see Specific Plan Appendix B).
- c. **Parking Restrictions:** Because Lower Rock Creek Road has limited line-of-sight in the project area, on-road or shoulder parking along Lower Rock Creek Road will not be permitted after the Lot A trailhead parking lot is completed and available for public use. 'No parking' signs will be posted along the entire length of the road right-of-way that adjoins the project boundaries (see Specific Plan §3.6.8.1(b) for additional discussion of these restrictions).
- d. **Creek Access:** The public shall not be permitted to fish, swim or engage in other public uses on any part of Lower Rock Creek that crosses private lots within Rock Creek Canyon. Public stream access and recreational use shall be permitted on the 5.7-acre Open Space remainder parcel on the project site, and shall continue to be available on public lands located directly adjacent to the site on the south and north. A public access easement and trail shall be provided between the Trailhead Parking Lot and the 5.7-acre Open Space remainder parcel, subject to provisions contained in Appendix C (Master Trail Plan).
- e. **Motorized Vehicles:** Apart from vehicles owned by project residents and vehicles used by authorized public agencies, no motorized vehicles or parking shall be permitted on private roads within Rock Creek Canyon.
- f. **Historic Ditch Conservation Easement:** A conservation easement shall be maintained in perpetuity along the alignment of the ditch located on the western hillslope above the Rock Creek Terrace and skirting the western edge of Lots 1, 2 and 3 of the Rock Creek Canyon Tentative Tract Map. The perimeter of the easement shall be fenced to further protect the ditch, and the Homeowners Association shall be responsible for ensuring that the fence is at all times maintained in good condition.
- g. **Pedestrian Trail:** Pedestrian access to the Open Space Parcel shall be governed by a Master Trail Plan as outlined in Specific Plan Appendix C.

### 3.6.7 CREEK PROTECTION STANDARDS

It is the express intent of this Specific Plan that all activities on the project site (including but not limited to new construction, modifications to existing structures, operational and maintenance activities, and activities associated with long-term residential occupancy through the life of the project) shall be conducted in a manner that provides full protection to sensitive riparian areas and Waters of the State of California. To eliminate the possibility of any new impacts to sensitive riparian areas and Waters of the State of California as defined by the California Department of Fish and Game (DFG) and by the State Water Resources Control Board (SWRCB), all such activities shall be required to meet the requirements listed below. Since these activities may require a Lake or Streambed

**Note: the Planning Commission recommended these changes on pg. 12 to the Board**

Alteration Agreement, each lot owner shall be responsible to notify DFG prior to commencement of any activity that will substantially divert or obstruct the natural flow or substantially change the bed, channel, bank, or associated riparian resources of a river or stream, or use material from the streambed. This includes any work on top of the creek bank, stream crossings of any kind, and disturbance of any riparian vegetation and trees:

- a. **No Encroachment:** During initial construction and subsequent maintenance and occupancy over the life the project, there shall be no encroachment of ground-disturbing equipment or activities beyond the top of the creek bank nor shall any spillback be permitted beyond the top of the creek bank.
- b. **Utilities and Site Improvements:** Site improvements and utilities to serve all lots (including utility stubs) shall be constructed in locations that do not require an at-grade stream crossing in order to extend service. If a stream crossing is required in order to complete a site improvement or extend service to any lot, these new extensions shall be extended with the use of a trenchless construction technology that meets local code standards and also complies fully with the requirements of Condition 3.6.7(a) above.
- c. **Riparian Vegetation and Tree Trimming:** Under all conditions and for all activities, disturbance of riparian vegetation shall be avoided to the maximum feasible extent. Tree canopies may be trimmed but under no circumstances may bank-stabilizing vegetation be completely removed.
- d. **Open Space Lot:** Uses permitted on the 5.7-acre Open Space lot include public access, existing LRCMWC facilities, and future LRCMWC facilities and improvements as needed to service the site and community. Any

future uses of the open space lot shall comply with applicable provisions of this Specific Plan including the provisions contained in 3.6.7 (a), (b) and (c) above.

### **3.6.8 INFRASTRUCTURE DEVELOPMENT STANDARDS**

#### **3.6.8.1 Access, Transportation and Parking**

##### **a. Street Standards**

- i. Two interior roads shall be provided in Rock Creek Canyon: Lower Canyon Road shall serve lots 1-6, and Upper Canyon Road shall serve Lots 8-12. Both roads shall be privately owned and maintained.
- ii. Interior roads shall be privately owned and maintained, and improved to County standards. The streets shall be maintained as private streets if the County does not accept the offer of road dedication. Both interior streets will be gated; access shall be limited to residents and their guests as well as authorized agency and service providers (water, police, fire, BLM, etc.).
- iii. The [Tentative Tract Map](#) shall require appropriate dedications for rights-of-way and/or easements for project streets, utilities, drainage, snow storage, etc. in conjunction with each implementation phase.
- iv. Both private roads shall meet or exceed minimum Fire Safe Standards. The Homeowners Association shall be identified as the entity responsible for road maintenance prior to Subdivision Map recordation.
- v. Both private roads serving Rock Creek Canyon shall have a minimum overall right-of-way of 20 feet. Two travel lanes shall be provided, with one lane for each travel direction. Each of the two lanes shall have a minimum width of 10 feet with a minimum 2-foot wide shoulder.
- vi. Access points, street crossings, stop signs, barrier posts, and other signs, markings, and measures shall be installed in accordance with County standards and Fire Department regulations.
- vii. Interior road slopes shall not exceed a maximum slope gradient of 15%, and shall not exceed a maximum lateral gradient of 3%.
- viii. Each private road serving Rock Creek Canyon shall have one public access onto Lower Rock Creek Rd.
- ix. Lot owners shall be required to obtain all required agency permits and approvals for the construction of a private driveway. Permitting agencies may include the County, the Department of Fish and Game, and/or other agencies as necessary. Private driveways shall be constructed in conjunction with the primary residence.
- x. No motorized vehicles shall be allowed on the interior private roads except for vehicles owned by residents, PFPD, Mono County, LRCMWC, BLM and other agencies and utilities serving the site or surrounding public lands.

##### **b. Parking Standards within Rock Creek Canyon**

- i. All parking inside of the Rock Creek Canyon project shall be provided in accordance with Mono County General Plan requirements.
- ii. On-street parking shall be prohibited, and 'no parking' signs shall be posted along the entire length of Lower Rock Creek Road that adjoins the Rock Creek Canyon project.
- iii. A new Lot A shall be offered for dedication to the County and maintained by the Lower Rock Creek HOA to provide safe public parking and Lower Rock Creek trailhead access (also see §3.6.8.1(c) below).
- iv. Driveways shall be designed to minimize grades in order to facilitate year-round access and avoid on-street parking.

**Note: The Planning Commission recommended these changes on pg. 13 to the Board**

- ~~v. All RV units, boats, trailers, ATVs, snowmobiles and similar items shall be housed in fully enclosed private structures that are architecturally compatible with and integrated with the primary residence of the owner, or housed in an attached parking structure that conforms to the architecture and design of the owner's primary residence. Planning Commission also recommended no screening of RV's etc.~~

##### **c. Parking Standards for Lot A**

- i. Lot A parking shall be improved in accordance with Mono County General Plan requirements and have a minimum size of 36,590 square feet.
- ii. No overnight parking shall be permitted at any time on Lot A; parking shall be allowed only during daylight hours.
- iii. Lot A may be used for public trailhead access, public picnics, public restroom facilities (if proposed by a public agency in the future), school bus and transit stop, and ride-share or public parking purposes.

##### **d. Roadway Signage Standards**

- i. Sign standards shall be as outlined in Appendix B (Master Sign Plan).

##### **e. Traffic Calming Elements**

- i. Traffic Calming elements shall be as outlined in Appendix B (Master Sign Plan).

#### **3.6.8.2 Sanitation Facilities**

##### **a. Sanitation Facility Elements:**

- i. Sanitation facilities shall consist of individual septic tanks to be located and installed by the owner of each lot, except that Lots 8 and 9 do not require septic tanks. Appendix A addresses provisions for Lot A.

## Courtney Weiche

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**Subject:** FW: Another question

**From:** Jim Moyer [<mailto:moyerjames697@gmail.com>]

**Sent:** Tuesday, October 13, 2015 2:11 PM

**To:** Courtney Weiche

**Subject:** Re: Another question

Courtney:

The existing well, when new, produced a 150 gpm at the well head using the driller's 50 hp test pump. The driller then installed our original 30 hp pump that produced 135 gpm when pumped to the water tanks 250 ft above the well location.

The replacement well will have the same size casing at about the same depth so we're hoping it will produce about the same. Until the well is constructed and developed, the capacity is an unknown variable. There's a chance that it could be a dry hole. 😞

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On October 13, 2015, at 1:36 PM, Courtney Weiche <[cweiche@mono.ca.gov](mailto:cweiche@mono.ca.gov)> wrote:

Hi Jim,

Would you be able to answer this question? Putting the last touches on the staff report. I am sure it must be in one of the documents you sent me, but because we are short on time I thought I'd ask you if you knew off hand:

1. What is the capacity of the new well compared to the existing well?

Thank you,  
Courtney Weiche  
760.924.1803

## WHEELER CREST FIRE PROTECTION DISTRICT

129 Willow Road  
Swall Meadows, CA 93514



October 8, 2015

Mono County Board of Supervisors  
C/O Clerk of the Board  
PO Box 715  
Bridgeport, CA 93517

Dear Board of Supervisors:

The Wheeler Crest Fire Protection District wishes to express its support for the drilling of a new well by the Paradise Fire Protection District.

We understand that their current well is in need of servicing and that there is a legitimate concern that the well or pump may fail during a fire emergency. Should this occur, then both our departments as well as other responding departments would be without a water source for both structure protection and wildland fire suppression within Paradise and Wheeler Crest Fire Protection Districts. Due to our geographic locations and limited sources for water, having a continuous water source is critical.

The quicker a new well is drilled the quicker a reliable water source will be in place. As such, we also support a noise variance that would allow 24 hour drilling, so long as the community of Swall Meadows is not adversely impacted by the noise.

Sincerely,

*Tim McMullen*

Tim McMullen  
Chairman, Board of Directors  
Wheeler Crest Fire Protection District



October 14, 2015

Mono County Board of Supervisors  
c/o Clerk of the Board  
P.O. Box 715  
Bridgeport, CA 93517

Dear Board of Supervisors:

It has come to the attention of the Paradise Fire Protection District (PFPD) that the Mono County Board of Supervisors (Board) is holding an appeal hearing on October 20, 2015 regarding the appeal of a noise variance granted on September 8, 2015 to the Lower Rock Creek Mutual Water Company (LRCMWC) to allow continuous drilling of a second well for the community of Paradise. The LRCMWC has been diligently working for several years to accomplish the development of a second well with the full support of the community. The existing well is 22 years old and is showing signs of production decline and potential failure. Drilling a second well will assure the Paradise community a safe, reliable, and continuous source of water for both domestic consumption and fire protection. It will also allow the rehabilitation of the existing well, better meet fire flow demands, and add redundancy to the system.

There is a real possibility that the current well could fail during a fire emergency leaving the PFPD and any other responding agencies without a water source for both structure protection and wildland fire suppression within both the Paradise and Wheeler Crest Fire Protection Districts. Because of our remote rural location it is imperative that a continuous water source be reliably available for fire suppression. The LRCMWC has documented the need and importance for drilling a second well, and has identified the community's shared willingness to accept the associated noise impacts. It is imperative that the well be drilled as soon as possible to avoid potential fire issues. Therefore, the PFPD Board supports the noise variance granted to the LRCMWC and urges the Board to uphold the existing variance.

Thank you for hearing our concerns.

Sincerely,

Ann Klinefelter  
PFPD Board Chair

5300 Old Sherwin Grade, Bishop, CA 93514  
paradisefire93514@gmail.com

## Shannon Kendall

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**From:** Mike Kanouff [mike.kanouff@yahoo.com]  
**Sent:** Friday, October 09, 2015 2:51 PM  
**To:** Shannon Kendall  
**Subject:** dig a new well in Paradise

Dear Board member-

I and my wife, Kate, are residents of Paradise, at 4856 Deer Peak Trail. We would like you to please uphold the Planning Commissions decision and deny Mr. Lehman's appeal.

-mike and kate



## Shannon Kendall

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**From:** Sherry Dodson [mountainfolks@gotsky.com]  
**Sent:** Friday, October 09, 2015 4:10 PM  
**To:** Shannon Kendall  
**Subject:** Paradise well drilling

Shannon, Jim and I have been residents of Paradise for the past 22 years. He has been on the water board for some time in the past as well. We understand and have followed the need for a new well. We thought we were good to go, until Mr. Lehman appealed Paradise's request for a noise variance, which the Board had granted. We do not understand how he can do this since he is not a resident of Paradise, and this noise variance (and the well drilling) will have no direct effect on him, only the community. It seems as if Mr. Lehman is attempting to hold Paradise hostage for some reason. We beseech the Board of Supervisors to deny his appeal and let us get on with our drilling. Clean potable water is a basic necessity for humans, and it seems unreasonable and unfair that one man thinks he can stop that, especially when he is not directly affected and does not live in Paradise. Again, we ask that the Board deny his appeal. Thank you, Jim and Sherry Dodson

## Shannon Kendall

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**From:** Adam Richman [richman.adam@gmail.com]  
**Sent:** Saturday, October 10, 2015 11:18 AM  
**To:** Shannon Kendall  
**Subject:** Lower Rock Creek Mutual Water Company Noise Variance Appeal

I am writing in response to the appeal of Mr. Matthew Lehman regarding the Mono County Planning Commission grant of a noise variance for the drilling of a well to address the urgent needs of our local community. I do not know this person who apparently is not a member of our community and therefore can hardly be affected by the proposed variance. I urge the board to set aside this nuisance appeal and allow this important project, approved by the residents concerned, to go forward.

Adam Richman  
154 Scott Rd

On Thu, Oct 8, 2015 at 5:50 PM, Paradise Fire Protection District <[paradisefire93514@gmail.com](mailto:paradisefire93514@gmail.com)> wrote:

**IMPORTANT NOTICE FROM THE BOARD OF DIRECTORS OF THE  
LOWER ROCK CREEK MUTUAL WATER COMPANY  
October 8, 2015**

Attention LRCMWC Shareholders:

The Board of Directors of the LRCMWC have been attempting to move forward with the planned drilling of a second water well. Our current well is 22 years old and showing signs of declining production and pending failure. Drilling a second well will assure our shareholders a safe, reliable, and continuous source of water for both domestic consumption and fire protection. It will also allow us to rehabilitate our existing well, better meet fire flow demands, and add redundancy to the system.

On September 8, the Mono County Planning Commission voted to approve our request for a noise variance allowing drilling on a 24/7 schedule. Their decision has since been appealed by Mr. Matthew Lehman who is not a resident of our community and would not be negatively impacted by the noise. The appeal has forced us to delay the project until it can be heard by the Mono County Board of Supervisors. We've proven the need and importance for drilling a second well and our shared willingness to endure the noise that comes with it. The health and welfare of our community will be placed in jeopardy if they fail to let us proceed. We need to get the well drilled, and we need your support to make it happen. You can do this by either attending the hearing and/or writing letters or sending Emails requesting that the Board uphold the Planning Commissions decision and deny Mr. Lehman's appeal.

The appeal hearing has been scheduled for Tuesday, October 20, 2015 at 10am in the Mammoth Lakes Board Chambers, third floor of the Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, CA. Letters should be sent to Shannon Kendall, Board Clerk, PO Box 715, Bridgeport, CA 93517 or Email at [skendall@mono.ca.gov](mailto:skendall@mono.ca.gov) Questions or comments regarding this matter can be addressed to Jim Moyer, President, at [\(760\) 387-0070](tel:(760)387-0070) or Steve Frederickson, Director, at [\(760\) 387-2649](tel:(760)387-2649).

## Shannon Kendall

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**From:** KATE [katepicher@comcast.net]  
**Sent:** Monday, October 12, 2015 4:16 PM  
**To:** Shannon Kendall  
**Cc:** ann.klinefelter@gmail.com  
**Subject:** Paradise well drilling

Dear Ms. Kendall,

My name is Kate Picher and I live at 4856 Deer Peak Trail, Bishop 93514 in the Paradise community. On February 6, 2015, my home caught fire and was saved by firefighters who had access to the hydrant at the top of my driveway. I can't even imagine what would have happened to Paradise had the well run dry of water. It is imperative that we drill a second well as soon as possible. I am not sure why someone who is not a member of our community, but a real estate agent in Mammoth Lakes, would have any interest in the noise that happens in our community while we drill a new well. We understand the importance of the project and are prepared to tolerate the inconvenience. Perhaps he needs to be educated in the importance of water to a small community, both to drink and to protect our homes from fire.

I urge you to allow the project to proceed as soon as possible.

Thank you.

Kate Picher

## Shannon Kendall

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**From:** BCOOL@SCHAT.NET  
**Sent:** Tuesday, October 13, 2015 11:18 AM  
**To:** Shannon Kendall  
**Subject:** Well Drilling Variance 15-001

Honorable Commissioners:

I'm William Cooley a resident owner of 4817 Alison Lane in Paradise for the past 19 years. I understand the need for a second well. I do not understand the appeal by Matthew Lehman. Common sense should demonstrate what is in affect here.

I am in full support of the plan that LRCMWC has put in play. I understand that my community has approved the 24/7 drilling schedule. This will keep the cost to a minimum, which will help our community financially.

Thank you in advance for considering my view.

Bill Cooley

## Shannon Kendall

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**From:** Rayni Melkonian [wildrunnergal@gmail.com]  
**Sent:** Tuesday, October 13, 2015 11:14 AM  
**To:** Shannon Kendall  
**Subject:** Paradise Well Drilling

Hello,

My husband and I are residents in Paradise Estates and are appalled that Matthew Lehman is appealing the noise variance. Not only does he not live in our community, but he is **jeopardizing the health and safety of all residents in Paradise**. We urge you to stop this appeal and allow our community to proceed with our much needed new well. This will have no impact on Matthew Lehman as he does not reside in Paradise. It is absurd that we are wasting time and money on this issue just so Matthew can show his true colors. An ENTIRE COMMUNITY's water is at risk.

Thank you,

--  
**Mike and Rayni Melkonian**  
**5173 Westridge, Paradise Estates**  
**760-590-2438 cell**

## **Shannon Kendall**

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**From:** Linda [barnettrentals@msn.com]  
**Sent:** Tuesday, October 13, 2015 11:39 AM  
**To:** Shannon Kendall  
**Cc:** Paradise Fire Protection District; ann.klinefelter@gmail.com  
**Subject:** RE: Planned Drilling of Second Water Well For Paradise Community

**October 13th, 2015**

**Attention: Shannon Kendall - Clerk for the Mono County Board of Supervisors**

**As residents of Paradise Estates, we wish to be counted among those in this neighborhood who offer our support to the Board of Directors of the Lower Rock Creek Mutual Water Company to be able to move forward with the planned drilling of a second water well. For this reason, we are requesting that the Board uphold the September 8th, 2015 vote by the Mono County Planning Commission, stand by their decision and deny Mr. Matthew Lehman's objection/appeal.**

**Sincerely,**

**Mike and Linda Barnett  
5189 Westridge Road  
Bishop, CA. 93514**

**(760) 387-2444**

October 14, 2015

Mono County Board of Supervisors

Attn: Shannon Kendall, Board Clerk

To Whom it May Concern;

I am writing to voice my opinion about the recent attempt by Mr. Matthew Lehman to delay the drilling of a second well for the community of Paradise. As a 14-year resident of the area, I realize the importance of providing a SAFE and RELIABLE continuous source of water to the people who live here. Our current well shows its age, and there is a strong possibility of single-well failure. We, as a community, have made the financial investment and planning process to provide for this. Part of that process was to obtain a noise variance, which was already approved on September 8 of this year. I am asking that Paradise be allowed to continue with this project in a timely manner, without delay.

As Mr. Lehman is the owner of vacant land, I cannot fathom how he can cite noise issues as a cause for delay, or how he would even figure in to this decision. Thank you for your attention to this matter.

Sincerely,

Courtney McGrale

4809 Alison Lane (Paradise Estates)

Bishop, CA 93514

## Helen Nunn

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**From:** Helen Nunn  
**Sent:** Wednesday, October 14, 2015 2:36 PM  
**To:** Helen Nunn  
**Subject:** FW: Appeal of Noise Variance Granted Paradise Water District

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**From:** [bdbemb@verizon.net](mailto:bdbemb@verizon.net) [<mailto:bdbemb@verizon.net>]  
**Sent:** Wednesday, October 14, 2015 1:02 PM  
**To:** Shannon Kendall  
**Subject:** Appeal of Noise Variance Granted Paradise Water District

Honorable Board of Supervisors %  
Ms. Shannon Kendall, Board Clerk

We purchased our lot in Paradise in 1996 and built a second home on that lot in 1998. We generally spend three to four months a year in that home and have greatly enjoyed our association with our friends and neighbors in Paradise. My wife, has been coming up to Mono County since the very early 40s to stay with her aunt and uncle, Bill and Dot Garner, who ran the Convict Resort. In addition, we have camped with our children in the area until we purchased a Condo in Mammoth in the late 70s, which we owned until we built the house in Paradise. And, all along, we subscribed to the local paper in order to keep up with the events and issues of the area. This is general background to demonstrate that even though we do not vote in the local elections, we follow and try to support what we deem beneficial for the full time residents of the area as well as to protect our interest in the area.

We, along with our neighbors, have been assessed for a new well for our community for a long time. We did this as we knew that it was vital to our community's long term existence.

It is our understanding that Mr. Matthew Lehman, who, we further understand, does not personally reside in the Paradise community, has objected to the drilling of the well because of noise concerns and has appealed to the Board of Supervisors, the waiver of the noise conditions by the Mono County Planning Commission. We have seen no reason from Mr. Lehman as to why the waiver of the noise restrictions is harmful to the community or Mr. Lehman.

Absent overwhelming evidence of severe damage to Mr. Lehman's interest in the area or to that of the Paradise Community, we urge the Board to uphold the noise waiver granted to the Paradise Community by the Mono County Planning Commission.

Respectfully

Bernard and Eugenia Bernacchi



October 14, 2015

Mono County Board of Supervisors

Attn: Shannon Kendall, Board Clerk

To Whom it May Concern;

I would like to express my strong support for allowing the drilling of the second well at Paradise to move forward as quickly as possible with a noise variance in place that would allow drilling 24/7. Our current well is 22 years old and may fail at any time, leaving us without water which could seriously affect the health and welfare of Paradise residents. On September 8, the Mono County Planning Commission voted to approve the Paradise communities request for a noise variance allowing drilling on a 24/7 schedule. Their decision was appealed by Mr. Matthew Lehman. This resulted in Paradise not being able to move forward with getting a contract in place and starting to drill the well which has cost the Paradise residents considerable time and money. Mr. Lehman is not a member of Paradise community and owns undeveloped land east of Paradise. His attempt to block the drilling of our well is both mean spirited and downright dangerous as it may result in serious delays to allow the second well to be drilled before the original well fails. Our mutual water company is run by volunteer Paradise residents and is funded by assessments from homeowners in the community. This project is only being done in the best interests of the Paradise residents. Please allow this project to move forward in a timely manner, without delay.

Sincerely,



Alisa Ellsworth

4825 Alison Lane (Paradise Estates)

Bishop, CA 93514

## Helen Nunn

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**From:** Shannon Kendall  
**Sent:** Thursday, October 15, 2015 7:27 AM  
**To:** Helen Nunn  
**Subject:** FW: Paradise Well Drilling

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**From:** Evan Russell [<mailto:EvanR@MammothLakesFoundation.org>]  
**Sent:** Thursday, October 15, 2015 7:04 AM  
**To:** Shannon Kendall  
**Cc:** Steve Frederickson ([stevefrederickson@gmail.com](mailto:stevefrederickson@gmail.com))  
**Subject:** Paradise Well Drilling

Shannon

We live in Rock Creek Canyon and are the closets residents to the well drilling area. I walk the canyon almost every day and arguably the person who uses the trail the most often. We understand the potential noise issues from the drilling but believe we would have far greater problems if the old well were to fail. We support the drilling program as proposed by the LRCMWC.

Thank you,

*Evan Russell*

7995 Lower Rock Creek Road  
Rock Creek Canyon  
Paradise, CA 93514

(760) 387-2065

## Helen Nunn

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**From:** Shannon Kendall  
**Sent:** Thursday, October 15, 2015 7:27 AM  
**To:** Helen Nunn  
**Subject:** FW: Paradise second well

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**From:** [bmack86@gmail.com](mailto:bmack86@gmail.com) [<mailto:bmack86@gmail.com>] **On Behalf Of** Bryan Mack  
**Sent:** Wednesday, October 14, 2015 8:37 PM  
**To:** Shannon Kendall  
**Subject:** Paradise second well

Hello,

I am writing you as a concerned resident of the community of Paradise. Our water district is trying to move forward with the production of a second well to service our community. The community-members are well aware that a second well is an eventual necessity, and we are willing and able to face the noise issues that will come with the production of that well. Please do not let the complaints of those who do not live in the community negatively affect our ability to provide incredibly clean, potable water to everyone who lives here.

I urge you to let the planned second well drilling proceed on schedule.

Bryan Mack

--

Bryan Mack  
4838 Deer Peak Trail  
7609208132

5201 Westridge Rd.  
Bishop, CA 93514  
October 14, 2015

Mono County Board of Supervisors  
c/o Shannon Kendall, Clerk of the Board  
P.O. Box 715  
Bridgeport, CA 93517

To the Honorable Members of the Mono County Board of Supervisors:

As a long-time resident of Sierra Paradise, I strongly urge you to support the noise variance for the drilling of the secondary well by the Lower Rock Creek Mutual Water Company and deny the appeal of Mr. Matthew Lehman.

Mr. Lehman is neither a resident of the Paradise Community nor will he be in *any way* affected by the noise. The residents of the Paradise Community, who would be affected, have shown *overwhelming* support of the drilling project and the noise variance.

The Lower Rock Creek Mutual Water Company has the support of the entire community of Paradise, has been diligent in raising the necessary funds (with the approval of the Company shareholders), and is ready to begin drilling.

Please do not delay this project any further. The recent Round fire emphasizes the urgent need for this second well for structure protection and wildland fire suppression. The Paradise Community needs this second well NOW and the sooner we can complete the drilling and provide a reliable water source the better for the health and safety of this community.

I urge you to uphold the decision of the Mono County Planning Commission and allow the noise variance and the well drilling to move FORWARD!

Thank you for listening to my concerns.

Ann Klinefelter

## Helen Nunn

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**From:** Shannon Kendall  
**Sent:** Thursday, October 15, 2015 12:09 PM  
**To:** Helen Nunn  
**Subject:** FW: Paradise - Approved drilling of second water well

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

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

**From:** Sigi Vogl [<mailto:sigivogl@me.com>]  
**Sent:** Thursday, October 15, 2015 12:09 PM  
**To:** Shannon Kendall  
**Subject:** Paradise - Approved drilling of second water well

**To:** Shannon Kendall, Board Clerk Mono County Board of Supervisors  
**From:** Sigi Vogl, Homeowner, 87 Eagle Vista (Paradise)

**Subject:** Uphold Drilling Variance Approval

Dear Mono County Board of Supervisors,

This letter is to request that the Board uphold the planning commissions decision and to deny Mr. Lehman's appeal.

It is in imperative not to jeopardize the health and welfare of the Paradise Community if not allowed to proceed as planned.

Thank you for your consideration.

Sincerely,  
Sigi Vogl  
208-720-8540

## Helen Nunn

---

**From:** Shannon Kendall  
**Sent:** Thursday, October 15, 2015 2:00 PM  
**To:** Helen Nunn  
**Subject:** FW: To Mono County Board of Supervisors

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

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

**From:** Jim McConachie [<mailto:lhmc@mac.com>]  
**Sent:** Thursday, October 15, 2015 1:31 PM  
**To:** Shannon Kendall  
**Subject:** To Mono County Board of Supervisors

Dear Supervisors,

On September 8, the Lower Rock Creek Mutual Water Company received approval from the Mono County Planning Commission for a noise variance allowing 24/7 drilling of a second well.

A second well is critical in order to allow servicing of our existing well that provides for our domestic water and fire protection.

The variance approval was subsequently appealed by a Matthew Lehman, forcing further delay. Mr Lehman is not a resident in the community or nearby and will not be negatively affected by the noise.

Those of us who do live in the community and are impacted are willing to accept the noise due to the importance of having the work completed.

Please deny the appeal.

Thank you,

Jim and Wendy McConachie  
5101 Westridge Road  
Community of Paradise

October 15, 2015

Honorable Mono County Supervisors:

As a resident of Paradise for almost 10 years I wish to express my support for the noise variance request for our secondary well drilling permit.

The need for this well is understood by the residents of our community and the noise variance has overwhelming support within our community.

The project qualifies as a CEQA exemption and the Mono County Planning Commission approved the variance on Sept 8, 2015.

Subsequently Mr Lehman appealed that decision yet Mr. Lehman does not reside here and would be unaffected by this noise variance request.

Please uphold the Mono Planning Commission's decision and reject Mr Lehman's appeal.

Thank you for your attention,

Jon McConachie  
125 Eagle Vista  
Bishop, Ca 93514-7185  
(Paradise)

Darrell M. Wong  
Patricia A. Pontak  
130 Scott Road  
Bishop, CA 93514

October 15, 2015

Mono County Board of Supervisors  
c/o Shannon Kendall Board Clerk  
P.O. Box 715  
Bridgeport, CA 93517

Re: Lower Rock Creek Mutual Water Company Variance Appeal

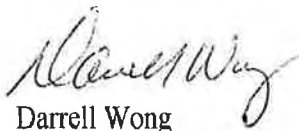
Board of Supervisors:

Between the both of us we have been residents of Paradise for a total of 57 years, and have seen the community water source evolve from a crude, sand filtered creek diversion to the current well which produces good quality water. The growing community, however, is in need of further improvements to its water supply in order to meet both residential and fire protection needs and requirements. The Lower Rock Creek Mutual Water Company (LRCMWC) has been diligently working for several years to accomplish the development of a second well which has the full support of the community. The existing well is 22 years old and is exhibiting declining production and could fail. A second well will assure the community has a safe, reliable, and continuous source of water for both domestic consumption and fire protection. It will also allow the rehabilitation of the existing well, better meet fire flow demands, and add redundancy to the system.

It has come to our attention that the Board of Supervisors (Board) is holding a hearing on October 20, 2015 regarding the appeal of a noise variance granted on September 8, 2015 to the LRCMWC to allow continuous drilling of a second well for the community of Paradise. It is our understanding that the appeal has been filed by an individual who does not reside in the area, and would not be negatively impacted by drilling noise, but believes that he was treated unfairly in the permitting of his own well drilling project in the East Ridge area. We believe that the LRCMWC project differs greatly from the previous East Ridge project because the combined impacts from East Ridge drilling would have significantly affected the entire community for an extended period of time. The proposed LRCMWC project would occur in the bottom of Rock Creek canyon upstream of most of the residents in Paradise. Furthermore, Paradise residents have collectively agreed that any short-term adverse impacts in terms of noise or other effects would be insignificant in comparison to the benefits for the community.

Therefore, we urge the Board to deny the frivolous appeal to the noise variance and allow the LRCMWC well drilling project to proceed in a timely manner.

Thank you very much for the opportunity to comment on this issue.

  
Darrell Wong

  
Patricia A. Pontak



## Helen Nunn

---

**From:** Shannon Kendall  
**Sent:** Thursday, October 15, 2015 5:27 PM  
**To:** Helen Nunn  
**Subject:** FW: LRCMWC - 2nd Well

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

---

**From:** Kriste Bustamante [<mailto:kbhb9317@gmail.com>]  
**Sent:** Thursday, October 15, 2015 4:55 PM  
**To:** Shannon Kendall  
**Subject:** LRCMWC - 2nd Well

To: Shannon Kendall

I am writing in response to the letter I have received regarding the planned drilling of the second well in Lower Rock Creek. I am specifically writing to offer my support in denying the appeal submitted by Mr. Matthew Lehman. I am not a year-round resident of Paradise Estates but I do own a family home there and we visit often.

Here is our history:

My grandfather, Harold J. Speer, built the very first home in Paradise Estates in 1969-71 - our address is 5100 Westridge Road. He and my grandmother lived there in retirement for 4 years before my grandfather died in that house in 1975 of a heart attack. My grandmother lived there for 20 more years or so and then my father took possession of the house. He lived there until 2013 when his illness caused him to move to Orange County and he has since passed on.

My husband and I bought the house and kept it in the family. We completed a remodel last summer and are enjoying having the entire family use it and keep our grandfather's dream of living in Paradise going.

We have been paying into the sinking fund for years and firmly believe in the necessity of having this second well dug. We have done our part to keep our yard on timed sprinklers and shut them down in the Fall. We love Paradise Estates, our home and the whole of Lower Rock Creek.

The Board has our support in upholding the Planning Commission's decision and prayerfully hope Mr. Lehman's appeal is denied.

Sincerely,  
Reyes "Butch" & Kriste Bustamante

## Helen Nunn

---

**From:** Shannon Kendall  
**Sent:** Friday, October 16, 2015 6:06 AM  
**To:** Helen Nunn  
**Subject:** Fwd: Lower Rock Creek Mutual Water Company Noise variance

Thank you,  
Shannon

Please excuse formatting errors, sent from my iPhone

Begin forwarded message:

**From:** Jeanne Schneider <[schneider115tr@yahoo.com](mailto:schneider115tr@yahoo.com)>  
**Date:** October 15, 2015 at 5:59:38 PM PDT  
**To:** "[skendall@mono.ca.gov](mailto:skendall@mono.ca.gov)" <[skendall@mono.ca.gov](mailto:skendall@mono.ca.gov)>  
**Subject:** Lower Rock Creek Mutual Water Company Noise variance  
**Reply-To:** Jeanne Schneider <[schneider115tr@yahoo.com](mailto:schneider115tr@yahoo.com)>

I understand that an appeal hearing will be held on October 20, 2015, in Mammoth. I wish to point out that the drilling of a second well to safeguard our water supply, as well as for fire suppression purposes, is a very serious issue of general concern. All of our Paradise residents have agreed to request a variance for well drilling efficiency. Mr. Matthew Lehman is not a resident of Paradise and is not affected by the drilling noise. I would hope that since the residents are willing to accept the noise to further this vital community project that there will be no further delay or obstruction of our water company. Thank you for your attention and please pass on my concern to the Board of Supervisors.

Sincerely,  
Jeanne Schneider  
5046 Westridge Road  
Bishop, CA 93514

760-387-2625

## Helen Nunn

---

**From:** Shannon Kendall  
**Sent:** Friday, October 16, 2015 6:06 AM  
**To:** Helen Nunn  
**Subject:** Fwd: Water Well in Paradise; Appeal hearing October 20, 2015

Thank you,  
Shannon

Please excuse formatting errors, sent from my iPhone

Begin forwarded message:

**From:** <[robskyline@aol.com](mailto:robskyline@aol.com)>  
**Date:** October 15, 2015 at 8:55:19 PM PDT  
**To:** <[skendall@mono.ca.gov](mailto:skendall@mono.ca.gov)>  
**Subject: Water Well in Paradise; Appeal hearing October 20, 2015**

Dear Ms Kendall

I am a homeowner in Paradise and am not able to attend the hearing on October 20th but write in support of the project to drill a second well in the community of Paradise. I respectfully request that this letter be presented to the County Board of Supervisors as evidence for my support of the project.

The viability of Paradise is completely dependent upon a secure water supply. Our current well is exhibiting signs of deterioration and it is time for us to act on a second well. The community has saved the money to fund the project and have finally found a driller willing to act on a contract. Time is short and well drillers are in great demand in the current drought. It is important to move forward on the project now and, as a resident, I am willing to accept the noise of a 24/7 drilling operation. I supported the granting of a variance and am extremely disappointed that the county has not granted permission for the well to continue.

My house is just off Westridge Road, so I am close to the canyon and will hear the operation. I also use the canyon recreationally (trail running and dog walking). I am willing to put up with the round the clock operation in order to see the project thru as soon as possible.

To uphold the appeal of Mr Lehman, who is not a resident of this community and will not hear the noise, will impose a severe financial burden on property owners, such as my wife and I, as the drilling contract will likely cost us more in 2016. In addition, the lack of a second well will put the viability of Paradise in doubt.

I urge the board to agree to the drilling of the well.

Yours sincerely

Robert Winterburn  
102 Dennis Way  
Bishop, CA 93514



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     October 20, 2015

**Departments: Board of Supervisors**

<b>TIME REQUIRED</b>	30 minutes (15 minute presentation; 15 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Michael Raimondo, Town Mayor and Dan Holler, Town Manager
<b>SUBJECT</b>	Mammoth Lakes Town Council Update		

**AGENDA DESCRIPTION:**

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

Mammoth Lakes Town Council Update from the Town Mayor and Town Manager to the Mono County Board of Supervisors.

**RECOMMENDED ACTION:**

None. Informational Only.

**FISCAL IMPACT:**

None.

**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:**

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No Attachments Available

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/14/2015 3:35 PM	County Administrative Office	Yes
10/14/2015 5:48 PM	County Counsel	Yes
10/14/2015 12:24 PM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     October 20, 2015

**Departments: Social Services**

<b>TIME REQUIRED</b>	30 minutes (10 minute presentation; 20 minute discussion)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Kathy Peterson
<b>SUBJECT</b>	Budget Amendment - Senior Program		

**AGENDA DESCRIPTION:**

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

The Department wishes to amend the Senior Services budget and request the use of contingency funds to purchase the services of Community Service Solutions, a non-profit organization located in Walker, to provide part-time assistance with Senior Service program operations until the full-time Mono County Site Coordinator returns from extended leave.

**RECOMMENDED ACTION:**

Approve budget amendment request in the amount of \$11,580 and appropriate funds from contingency by decreasing contingencies and increasing operating transfers out by \$11,580 in the general fund and increasing operating transfers in and increasing contract services by \$11,580 in the Senior Program budget (4/5ths vote required).

**FISCAL IMPACT:**

Contingency funds would be appropriated in the amount of \$11,580 as an increase to the Contract Services Line Item in the Senior Services budget. There is no overall impact to the General Fund.

**CONTACT NAME:** Kathy Peterson

**PHONE/EMAIL:** 760-924-1763 / kpeterson@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:**  
Kathy Peterson

**MINUTE ORDER REQUESTED:**

YES    NO

**ATTACHMENTS:**

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
10/15/2015 2:44 PM	County Administrative Office	Yes
10/14/2015 5:47 PM	County Counsel	Yes
10/14/2015 12:43 PM	Finance	Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

C O U N T Y O F M O N O

P. O. Box 2969 • Mammoth Lakes • California 93546


KATHRYN PETERSON, MPH  
Director

BRIDGEPORT OFFICE  
(760) 932-5600  
FAX (760) 932-5287

MAMMOTH LAKES OFFICE  
(760) 924-1770  
FAX (760) 924-5431



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director 

Date: October 20, 2015

Re: Senior Program Budget Amendment

**Recommended Action:**

Approve budget amendment request in the amount of \$11,580 and appropriate funds from contingency by decreasing contingencies and increasing operating transfers out by \$11,580 in the general fund and increasing operating transfers in and increasing contract services by \$11,580 in the Senior Program budget (4/5ths vote required).

**Fiscal Impact:**

Contingency funds would be appropriated in the amount of \$11,580 as an increase to the Contract Services Line Item in the Senior Services budget. There is no overall impact to the General Fund.

**Discussion:**

The Mono County Senior Services Site Coordinator/Supervisor has been on medical leave since June 2015 and it is anticipated she will remain on leave until approximately May 2016. While the Senior Center staff, with assistance from dedicated volunteers and Social Services staff, has done their best to maintain full scope services in the absence of the full-time site coordinator, this is not sustainable over the long run.

The Department requests funds to purchase the services of Community Service Solutions, a non-profit organization located in Walker, to provide part-time assistance with Senior Program operations beginning October 2015 and continuing, as needed, into May 2016. Community Service Solutions (CSS) is a 501(c)(3) nonprofit consortium based in Walker. CSS was established in April of 2002, for the original purpose of



assisting counties with the implementation of the In-Home Supportive Services Program (IHSS). The Department continues to contract with CSS for this purpose through today.

CSS's mission has since expanded greatly, to include assisting community members in need by providing them or connecting them with necessary government resources, as well as providing various forms of expertise and assistance to county and State governments. The Executive Director of CSS, Carolyn Williams, operated a senior program in Yolo County and is familiar with such operations. Through work on the IHSS Program, CSS's staff is familiar with the senior program and the population it serves.

CSS will provide on-site program and administrative services in the absence of the Site Coordinator, and will be paid commensurate with the Site Coordinator starting hourly rate (Range 49 Step a/\$15.97 per hour) for up to 25 hours per week. CSS will assign one main staff person to daily operations at the Antelope Valley Senior Center, and will cross-train a second CSS staff member to provide backup should there be an absence. They currently travel to the Benton area for business related to the operation of the IHSS Program and will combine such visits with monitoring and support of the Highway 6 home delivered meals program and associated staff.

CSS has professional liability insurance which will cover their activities under the proposed contract. They will use their company car for transportation between the CSS office in Walker and the Antelope Valley Senior Center, located approximately a mile away. In contracting with CSS for these services, rather than hiring a part-time staff person, there is no need to amend the Mono County Allocation List.

An alternative to this scenario, if the Board does not wish to allocate contingency funds, is to temporarily reduce overall services including a reduction in the number of meals prepared and served by staff, including congregate and home delivered meals. The Department does not recommend this option. Although some of the social activities typically conducted by the full-time Site Coordinator at the Antelope Valley Senior Center may need to be conducted by volunteers or temporarily suspended, the approach to temporary, part-time assistance outlined above will allow the core functions of the Senior Program to continue until the Site Coordinator can return to her regular duties.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     October 20, 2015

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**             Closed Session - Human Resources

**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): Marshall Rudolph, John Vallejo, Leslie Chapman, and Lynda Salcido. 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**

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**ATTACHMENTS:**

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History

**Time**

**Who**

**Approval**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     October 20, 2015

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**             Closed Session - Public Employment

**AGENDA DESCRIPTION:**

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Risk Manager.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

SUBMIT THE ORIGINAL DOCUMENT WITH  
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**History**

Time	Who	Approval
10/14/2015 3:33 PM	County Administrative Office	Yes
10/14/2015 5:48 PM	County Counsel	Yes
10/8/2015 12:17 PM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     October 20, 2015

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**             Closed Session - Public Employment

**AGENDA DESCRIPTION:**

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Administrator.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

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**History**

Time	Who	Approval
10/14/2015 3:33 PM	County Administrative Office	Yes
10/14/2015 5:47 PM	County Counsel	Yes
10/8/2015 12:18 PM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     October 20, 2015

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**             Closed Session - Public Employment

**AGENDA DESCRIPTION:**

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: HR Manager.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

SUBMIT THE ORIGINAL DOCUMENT WITH  
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**History**

Time	Who	Approval
10/14/2015 3:33 PM	County Administrative Office	Yes
10/14/2015 5:48 PM	County Counsel	Yes
10/8/2015 12:18 PM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     October 20, 2015

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**             Closed Session - Public Employment

**AGENDA DESCRIPTION:**

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: County Counsel.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

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32 DAYS PRECEDING THE BOARD MEETING***

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**History**

Time	Who	Approval
10/15/2015 2:44 PM	County Administrative Office	Yes
10/14/2015 5:51 PM	County Counsel	Yes
10/15/2015 10:28 AM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     October 20, 2015

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**             Afternoon Session

**AGENDA DESCRIPTION:**

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

REGULAR SESSION TO RECONVENE AFTER CLOSED SESSION.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

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THE COUNTY ADMINISTRATOR  
***PRIOR TO 5:00 P.M. ON THE FRIDAY  
32 DAYS PRECEDING THE BOARD MEETING***

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**History**

Time

Who

Approval





10/15/2015 5:25 PM

County Administrative Office

Yes

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10/15/2015 5:25 PM

County Counsel

Yes

---

10/15/2015 5:25 PM

Finance

Yes

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Will the Bridgeport CSA Committee fund all or part of the Bridgeport Library's \$15,000 shortfall this year?

Will the County General Fund help with the County Library's \$67,000 shortfall this year?

We feel that the 1.68% of property taxes set back in the early 1970s is no longer adequate to support the Library.

Will the Board help pay the \$3,000--\$5,000 cost of putting a special Library Tax Assessment measure on the 2016 ballot?

We want to promote the Bridgeport Library as a "Visitor's Center" stocked with all the tourist info available at other County Visitor's Centers. The big plus is that visitors can talk to our knowledgeable & friendly staff. Summer visitors already use the library as a second "office" while on vacation for printing, faxing, scanning & email for a low or no charge. the Library has high-speed wi-fi that is used around the clock. Visitors enjoy plugging into our power and relaxing in a comfortable, air conditioned or heated library.

We feel that the Library under the Office of Education has been mismanaged. Would the County Supervisors consider taking back control of the Mono County Library?