



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

**Regular Meeting  
September 9, 2014**

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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 Linda Romero, Acting Clerk of the Board: [lromero@mono.ca.gov](mailto:lromero@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.***

12:00 PM 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. 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 Jim Leddy. 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 – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Russell Covington et al. vs. Great Basin Unified Air Pollution Control District and Mono County et al.

**START OF REGULAR SESSION – 1:30 P.M.**

3. APPROVAL OF MINUTES - NONE

4. PRESENTATIONS - NONE

5. BOARD MEMBER REPORTS

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

6. COUNTY ADMINISTRATIVE OFFICE

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

7. DEPARTMENT/COMMISSION REPORTS

8. 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. CALPERS DSA Contract Amendment - Second Reading

Departments: HR / Finance

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.

**Recommended Action:** Adopt proposed ordinance.

**Fiscal Impact:** The increases to both salaries and PERS contributions will offset each other resulting in no immediate fiscal impact to the County. It is expected that increases to PERSable wages will be absorbed in the actuarial estimates and will not have a noticeable impact on the County's PERS rates.

B. Employment Agreement for Probation Chief Karin Humiston

Departments: County Administrator/Human Resources

Proposed resolution approving a contract with Karin Humiston as Mono County Probation Chief and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Approve Resolution #R14-\_\_\_\_\_, approving an employment agreement with Karin Humiston and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The cost of this position for the remainder of FY 14/15 is approximately \$205,419 of which \$92,330 is salary; \$ 84,771 is the employer portion of PERS, and \$28,318 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2015/2016) would be \$246,862 of which \$110,726 is salary; \$101,725 is the employer portion of PERS, and \$34,341 is the cost of the benefits.

C. Appointment of Mono County Representative to California Broadband Cooperative Board of Directors

Departments: Information Technology

Management and oversight of the Digital 395 network is carried out by the California Broadband Cooperative, a California Consumer Cooperative Corporation. The bylaws of the corporation state that Mono County Board of Supervisors shall appoint one Director, who has knowledge and experience in the communications industry to serve on the governing board. The next regular meeting of the California Broadband Cooperative Board of Directors will commence on October 7th, with the first full membership meeting taking place on October 8th in Bishop, CA. An appointment needs to be made prior to these dates in order to ensure that Mono County has a representative present at these

meetings.

**Recommended Action:** Appoint Nate Greenberg as Mono County's representative on the California Broadband Cooperative's Board of Directors.

**Fiscal Impact:** None.

D. Reappointment of Tourism Commissioners

Departments: Economic Development

Consider the reappointment of Mr. Andrew Jones and Mr. Steve Morrison to the Mono County Tourism & Film Commission so that they may continue representing District 3 and District 5 respectively, as well as county-wide tourism interests, until their new 4-year term expires on June 30, 2018.

**Recommended Action:** Reappoint Mr. Andrew Jones (District 3) and Mr. Steve Morrison (District 5) to the Mono County Tourism & Film Commission for a new 4-year term, ending June 30, 2018.

**Fiscal Impact:** None.

E. Request for Approval to Recruit for WIC Program, Registered Dietician

Departments: Public Health

A vacancy now exists in the Mono County Women, Infants and Children (WIC) Program for a Registered Dietician. This position is mandated by the California State WIC Program.

**Recommended Action:** That the Board of Supervisors approve the recruitment and hire of a Registered Dietician for the WIC Program.

**Fiscal Impact:** There is no general fund impact. The cost of this position is covered by the grant between Mono County WIC and California Department of Public Health, WIC Division. Salary cost for a .5 FTE is \$37,826, of which \$29,280 is salary and \$8,546 is benefits.

9. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Tuolumne County Board of Supervisors Regarding Sage Grouse

Departments: Clerk of the Board

Correspondence from Tuolumne County Board of Supervisors to the U.S. Fish and Wildlife Service expressing opposition to the proposed rule to list the bi-State distinct population segment of greater sage-grouse as threatened under the Endangered Species Act of 1973.

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10. REGULAR AGENDA

A. Update on Inyo Forest Plan Revision and Environmental Process

Departments: Board of Supervisors

30 minutes (15 minute presentation, 15 minute discussion)

(Deb Schweizer, Inyo National Forest) - Presentation by Deb Schweizer, Inyo National Forest providing an update on the Forest Plan Revision and environmental process.

**Recommended Action:** Conduct workshop on Forest Plan Revision with Deb Schweizer, Inyo National Forest. Provide any desired direction to staff.

**Fiscal Impact:** None.

B. 2014-17 Public Health Emergency Preparedness Agreement

Departments: Public Health

20 minutes (10 minute discussion, 10 minute presentation)

(Richard O. Johnson, MD) - Proposed contract, 14-10521, with the California Department of Public Health pertaining to Public Health Preparedness. In the past there have been 3 separate annual agreements, this year there is a single agreement that covers all 3 funding streams for the 3 years 2014-17.

**Recommended Action:** The Board of Supervisors (1) Approve and authorize the Chair's signature on the NON-SUPPLANTATION CERTIFICATION FORM for the AGREEMENT outlined below, and (2) Authorize the Public Health Officer to sign the 2014-17 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, HHS Hospital Preparedness Program (HPP) STANDARD AGREEMENT (STD 213) and any additional contract amendments, and (3) Authorize the Public Health Director to sign the CERTIFICATION REGARDING LOBBYING (Exhibit D (F)).

**Fiscal Impact:** Beginning this year, there is a single agreement that covers all 3 funding streams for the 3 years 2014-17, for a maximum total of \$847,314. Funding for the year 2014-15 is outlined below, with funding in subsequent years dependent upon congressional appropriations: 1. Centers for Disease Control (CDC) Public Health Emergency Preparedness Program (PHEP) – \$108,054; 2. State General Fund (GF) Pandemic Influenza Planning – \$60,487; and, 3. Hospital Preparedness Program (HPP) – \$113,897

C. Fish & Game Fine Fund Expenditure

Departments: Economic Development

10 minutes

(Jeff Simpson) - The California Department of Fish & Game is requesting a dispersement from the Mono County Fish & Game Fine Fund in the amount of \$5,070 for the purchase of three Swarovski STS 65mm HD spotting scopes with 20-60 zoom

eye piece and I-phone adapter to be distributed to Mono County Warden/Lieutenant positions to aid in the monitoring of hunting activity this fall. The Mono County Fisheries Commission approved the request for this expenditure at their regular meeting on 9/3/2014 in June Lake.

**Recommended Action:** Authorize the purchase of the above-mentioned expenditure from the Fish & Game Fine Fund on behalf of the County in an amount not to exceed \$5,070.

**Fiscal Impact:** \$5,070 from the Fish & Game Fine Fund. Current Fine Fund balance as of 9/3/14 is \$15,736.56.

D. Groundwater Legislation (SB1168, SB1319, and AB 1739)

Departments: Community Development, County Counsel

1.5 hours (45 minutes presentation, 45 minutes discussion)

(Brent Calloway and Stacey Simon) - Presentation by Community Development and County Counsel regarding SB1168, SB1319 and AB1739, related to groundwater management and recently approved by the State Legislature.

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

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

11. 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.)

12. **A SPECIAL MEETING WILL TAKE PLACE AT THE ANTELOPE VALLEY COMMUNITY CENTER FOLLOWING THIS MEETING AT 6:00 P.M.**

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OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 9, 2014

**TIME REQUIRED**

**SUBJECT** Closed Session--Human Resources

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available

History

Time

Who

Approval

8/20/2014 6:59 AM	County Administrative Office	Yes
9/3/2014 4:59 PM	County Counsel	Yes
8/6/2014 5:54 PM	Finance	Yes





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**      September 9, 2014

**TIME REQUIRED**

**SUBJECT**              Closed Session - Conference with Legal Counsel

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Russell Covington et al. vs. Great Basin Unified Air Pollution Control District and Mono County et al.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

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**PRIOR TO 5:00 P.M. ON THE FRIDAY  
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**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available

**History**

Time	Who	Approval
9/4/2014 1:18 PM	County Administrative Office	Yes
9/4/2014 9:07 AM	County Counsel	Yes
9/4/2014 10:36 AM	Finance	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 9, 2014

**Departments:** HR / Finance

**TIME REQUIRED**

**SUBJECT** CALPERS DSA Contract Amendment  
- Second Reading

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

**AGENDA DESCRIPTION:**

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

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.

---

**RECOMMENDED ACTION:**

Adopt proposed ordinance.

---

**FISCAL IMPACT:**

The increases to both salaries and PERS contributions will offset each other resulting in no immediate fiscal impact to the County. It is expected that increases to PERSable wages will be absorbed in the actuarial estimates and will not have a noticeable impact on the County's PERS rates.

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**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**

**SEND COPIES TO:**

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**MINUTE ORDER REQUESTED:**

YES  NO

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**ATTACHMENTS:**

Click to download

- [Ordinance](#)
- [Exhibit to Ordinance](#)
- [Staff Report](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/3/2014 5:06 PM	County Administrative Office	Yes
9/4/2014 10:18 AM	County Counsel	Yes
9/4/2014 10:36 AM	Finance	Yes



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ORDINANCE NO. ORD14- \_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF MONO  
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**

The Board of Supervisors of the County of Mono does ordain as follows:

**SECTION 1:** That an amendment to the contract between the Board of Supervisors of the County of Mono and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

**SECTION 2:** The Chairman of the Board of Supervisors is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

**SECTION 3:** This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 15 days from the passage thereof shall be published at least once in the Mammoth Times and The Sheet, newspapers of general circulation, published and circulated in the County of Mono, and thenceforth and thereafter the same shall be in full force and effect.

**APPROVED** and **ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2014, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Larry K. Johnston, Chairman  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
County Counsel



**EXHIBIT**

California  
Public Employees' Retirement System

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**AMENDMENT TO CONTRACT**

Between the  
Board of Administration  
California Public Employees' Retirement System  
and the  
Board of Supervisor  
County of Mono

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The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective January 1, 1946, and witnessed December 3, 1945, and as amended effective October 1, 1947, October 1, 1955, March 1, 1958, August 1, 1965, November 1, 1968, October 1, 1973, December 31, 1973, August 1, 1974, July 1, 1976, February 1, 1981, July 1, 1982, February 1, 1985, April 16, 1986, October 12, 1990, December 21, 1990, June 30, 1992, October 1, 1993, July 9, 1998, April 7, 1999, June 1, 1999, September 14, 2001, August 1, 2002, July 1, 2004, January 1, 2005, January 1, 2007, July 1, 2007, June 1, 2012 and December 27, 2012 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

Pursuant to Government Code Sections 20460.1, 20469.1, subdivision (b), and 71624, this contract is hereby amended to add the Trial Court of Mono County, hereinafter referred to as Trial Court, as a contracting party. Trial Court shall participate in the Public Employees' Retirement System from and after the implementation date of the Trial Court Employment Protection and Governance Act pursuant to the terms and conditions of this contract, making its employees members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for in this contract and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

A. Paragraphs 1 through 18 are hereby stricken from said contract as executed effective December 27, 2012, and hereby replaced by the following paragraphs numbered 1 through 18 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members, age 50 for local fire members, county peace officers and for those local sheriff members entering membership in the sheriff classification on or prior to December 27, 2012 and age 55 for local sheriff members entering membership for the first time in the sheriff classification after December 27, 2012.
2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1946 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
  - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
  - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
- a. Local Fire Fighters (herein referred to as local safety members);
  - b. Local Sheriffs (included as local safety members);
  - c. County Peace Officers (included as local safety members);
  - d. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

**NO ADDITIONAL EXCLUSIONS**

6. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
7. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment before and not on or after July 1, 2007 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after July 1, 2007 and not entering membership for the first time in the miscellaneous classification after June 1, 2012 shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full).

PLEASE DO NOT SIGN "EXHIBIT ONLY"

9. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after June 1, 2012 shall be determined in accordance with Section 21354.4 of said Retirement Law (2.5% at age 55 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a county peace officer and those local fire members entering membership in the fire classification on or prior to January 1, 2007 and for those local sheriff members entering membership in the sheriff classification on or prior to December 27, 2012 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
11. The percentage of final compensation to be provided for each year of credited current service as a local fire member entering membership for the first time in the fire classification after January 1, 2007 shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full).
12. The percentage of final compensation to be provided for each year of credited current service as a local sheriff member entering membership for the first time in the sheriff classification after December 27, 2012 shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
13. Public Agency elected and elects to be subject to the following optional provisions:
  - a. Section 20439 ("County Peace Officer" shall include county jail, detention or correctional facility employees as described in Government Code Section 20439).
  - b. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.
  - c. Section 21319 (One-Time 15% Increase for Local Miscellaneous Members Who Retired or Died Prior to July 1, 1971). Legislation repealed said Section effective January 1, 2002.
  - d. Section 21327 (One-Time Increase For Local Miscellaneous Members Who Retired or Died Prior to January 1, 1975). Legislation repealed said Section effective January 1, 2002.



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- e. Section 20903 (Two Years Additional Service Credit) for local miscellaneous members, local sheriffs and county peace officers only.
- f. Section 20042 (One-Year Final Compensation) for local miscellaneous members, local fire members, county peace officers and for those local sheriff members entering membership on or prior to December 27, 2012.
- g. Section 20965 (Credit for Unused Sick Leave) for local fire members only.
- h. Section 21427 (Improved Nonindustrial Disability Allowance) for local fire members only.
- i. Section 21024 (Military Service Credit as Public Service).
- j. Section 20422 ("Local Safety Member" shall include employees designated as Emergency Medical Technician I, II, or Emergency Medical Technician - Paramedic as described in Government Code Section 20422).
- k. Section 21574 (Fourth Level of 1959 Survivor Benefits).
- l. Section 20432 ("Local Sheriff" shall include any officer or employee of a sheriff's office as described in Government Code Section 20432).
- m. Section 20475 (Different Level of Benefits). Section 21362 (2% @ 50 Full formula) is applicable to local fire members entering membership for the first time in the fire classification after January 1, 2007.

Section 21354.4 (2.5% @ 55 Full formula) is applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after June 1, 2012.

Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) is applicable to local sheriff members entering membership for the first time in the sheriff classification after December 27, 2012.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

n. Section 20438 ("County Peace Officer" shall include probation officers, deputy and assistant probation officers, juvenile hall employees, and persons employed as peace officers pursuant to Section 830.5 of the Penal Code as described in Government Code Section 20438).

o. Section 20516 (Employees Sharing Additional Cost):

From and after the effective date of this amendment to contract, 7% for local sheriff members.

14. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on April 1, 1976. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.

15. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.

16. Public Agency shall also contribute to said Retirement System as follows:

a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.

b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

17. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
18. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF SUPERVISORS  
COUNTY OF MONO

BY \_\_\_\_\_  
RENEE OSTRANDER, ACTING CHIEF  
CUSTOMER ACCOUNT SERVICES DIVISION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Witness Date

Attest:

\_\_\_\_\_  
Clerk



# DEPARTMENT OF FINANCE

## COUNTY OF MONO

---

*Rosemary Glazier*  
Assistant Finance Director  
Treasurer-Tax Collector

*Leslie L. Chapman, CPA*  
Finance Director

*Roberta Reed*  
Assistant Finance Director  
Auditor-Controller

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P.O. Box 495  
Bridgeport, California 93517  
(760) 932-5480  
Fax (760) 932-5481

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

To: Honorable Board of Supervisors

From: Leslie Chapman

Date: September 9, 2014

Re: First reading of an ordinance to amend the contract between the Board of Supervisors, County of Mono and the Board of Administration, PERS.

**Subject:**

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.

**Recommendation:**

Adopt proposed ordinance. Provide any desired direction to staff.

**Background:**

In order to implement recent changes to the DSA MOU, a contract change with PERS is necessary. This ordinance is a necessary part of the process.

**Fiscal Impact:**

The increases to both salaries and PERS contributions will offset each other resulting in no immediate fiscal impact to the County. It is expected that increases to PERSable wages will be absorbed in the actuarial estimates and will not have a noticeable impact on the County's PERS rates.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 9, 2014

**Departments:** County Administrator/Human Resources

**TIME REQUIRED**

**SUBJECT** Employment Agreement for Probation  
Chief Karin Humiston

**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)

Proposed resolution approving a contract with Karin Humiston as Mono County Probation Chief and prescribing the compensation, appointment and conditions of said employment.

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**RECOMMENDED ACTION:**

Approve Resolution #R14-\_\_\_\_\_, approving an employment agreement with Karin Humiston and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

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**FISCAL IMPACT:**

The cost of this position for the remainder of FY 14/15 is approximately \$205,419 of which \$92,330 is salary; \$ 84,771 is the employer portion of PERS, and \$28,318 is the cost of the benefits and is included in the approved budget. Total cost for a full fiscal year (2015/2016) would be \$246,862 of which \$110,726 is salary; \$101,725 is the employer portion of PERS, and \$34,341 is the cost of the benefits.

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**CONTACT NAME:** Jim Leddy

**PHONE/EMAIL:** (760) 932-5414 / jleddy@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:**

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**MINUTE ORDER REQUESTED:**

YES  NO

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**ATTACHMENTS:**

[Click to download](#)

- [Staff Report](#)
- [Resolution for employment agreement with Karin Humiston](#)
- [Employment Agreement for Karin Humiston](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
8/25/2014 8:31 AM	County Administrative Office	Yes
8/26/2014 10:31 AM	County Counsel	Yes
9/3/2014 2:35 PM	Finance	Yes



## *COUNTY OF MONO – County Administrative Office*

**P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5412 □ FAX (760) 932-5411**

---

Jim Leddy  
County Administrative Officer  
760.932.5414

**To:** Honorable Board of Supervisors

**From:** Jim Leddy, County Administrative Officer/Acting Director of Human Resources

**Date:** August 19, 2014

**Subject:** At-will employment agreement of Karin Humiston.

Recommendation: Approve the At-Will Employment Agreement of Karin Humiston, in the position of Chief Probation Officer, at a salary of \$9,206 per month for a term of three years effective from September 24, 2014 to September 24, 2017.

### Background

Karin Humiston has served Mono County since September 2012 to present as the Mono County Chief Probation Officer. Chief Humiston has worked successfully in strengthen the probation Department mission while also serving as an effective and collaborative Chair of the Mono County Community Corrections partnership. In addition to working with limited state resources to address rural probation client needs, Karin has also be a valuable member of the County's management team helping skill build across departments in areas of strategic planning, budgeting and efforts to find more grant resources for the County.

Discussion: The approval of this contract allows Karin Humiston to continue serving the County in this position with a salary of \$9,206.00, which is no change to her current salary. Although never under the prior At-Will contract employee parameters, this contract will follow At-will contracts, there is no car allowance nor performance pay as they have been ended for At-Will employees

### Fiscal Impact

The cost of this position for the remainder of FY 14/15 is approximately \$205,419 of which *\$92,330* is salary; *\$ 84,771* is the employer portion of PERS, and *\$28,318* is the cost of the benefits and is included in the approved budget.

Total cost for a full fiscal year (2015/2016) would be *\$246,862* of which *\$110,726* is salary; *\$101,725* is the employer portion of PERS, and *\$34,341* is the cost of the benefits.

If you have any questions about this contract renewal, please feel free to contact me at (760) 932-5414.



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**RESOLUTION NO. R14-**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS APPROVING AN EMPLOYMENT AGREEMENT WITH KARIN HUMISTON AND PRESCRIBING THE COMPENSATION, APPOINTMENT, AND CONDITIONS OF SAID EMPLOYMENT**

**WHEREAS**, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors, that the Agreement re Employment of Karin Humiston a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Karin Humiston. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014, by the following vote:

AYES :  
NOES :  
ABSTAIN :  
ABSENT :

ATTEST: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Larry K. Johnston , Chair  
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



## **Agreement Re Employment Of Karin Humiston**

This Agreement is entered into this 24th day of September, 2014, by and between Karin Humiston and the County of Mono.

### **I. RECITALS**

The County wishes to continue to employ Karin Humiston as Chief Probation Officer on a full-time basis on the terms and conditions set forth in this Agreement. Ms. Humiston wishes to accept continued employment with the County on said terms and conditions.

### **II. AGREEMENT**

1. The term of this Agreement shall be September 24, 2014, until September 24, 2017, unless earlier terminated by either party in accordance with this Agreement. The County shall notify Ms. Humiston in writing no later than March 24, 2017, whether it intends to negotiate a renewal of this Agreement. In the event the County fails to provide such notice, Ms. Humiston shall notify the County in writing of its breach of this provision of the Agreement and County shall be allowed 30 days from the receipt of that notice to cure the breach. If County cures the breach and notifies Ms. Humiston that it does not intend to negotiate a renewal of the Agreement, then this Agreement shall terminate six months after said notification and no additional compensation or damages shall be owing to Ms. Humiston as a result of the cured breach. If County does not cure the breach, then the Agreement shall automatically renew for another three years on the same terms in effect at the time of renewal.
2. Commencing September 24, 2014, Ms. Humiston shall continue to be employed by Mono County as Chief Probation Officer, serving at the will and pleasure of the judges of Mono County Superior Court and the County Administrative Officer in accordance with the terms and conditions of this Agreement. Ms. Humiston accepts such continued employment. The judges of the Mono County Superior Court and the County Administrative Officer shall be deemed the "appointing authority" for all purposes with respect to Ms. Humiston's employment.
3. Effective September 24, 2014, Ms. Humiston's salary shall be \$9,206.00 per month. The Board may unilaterally increase Ms. Humiston's compensation in its discretion at any time while this Agreement is in effect. Should a wage increase be granted under the MOU with Local 39, applicable to Mono County Public Employees (MCPE), it is agreed that this contract will be reopened for discussion and potential re-negotiation with respect Ms. Humiston's salary. During such negotiations the County shall consider and discuss the issue of increased

compensation with Ms. Humiston in good faith, but the County's decision whether or not to grant such additional compensation shall be final and non-appealable. In addition, this Agreement will also be reopened within the first 30 days of the third year of the Agreement for discussion and possible renegotiation with respect to Ms. Humiston's salary or any other provision of this Agreement that the parties may mutually wish to discuss. After considering and discussing such issues in good faith, the County's decision shall be final and non-appealable.

4. Ms. Humiston shall continue to earn and accrue vacation and sick leave in accordance with the County's Management Benefits Policy and in accordance with any applicable County Code provisions not in conflict with said Policy. Also pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall continue to be entitled to 80 hours of merit leave (aka administrative leave) during each year of service under this Agreement. Ms. Humiston understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided or it is lost. (Note: The foregoing does not add to or take away from the merit leave that Ms. Humiston was already entitled to for the 2014 calendar year under her former employment agreement).
5. To the extent deemed appropriate by the judges of the Mono County Superior Court and the County Administrative Officer, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Humiston's full participation in applicable professional associations, or for her continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Humiston shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits (currently 3% at 50), CalPERS medical insurance, County dental and vision coverage, and life insurance. Any and all references in this Agreement to the County's Management Benefits Policy shall mean the "Policy Regarding Benefits of Management-level Officers and Employees," adopted by Resolution R13-46 of the Mono County Board of Supervisors, as the same may be amended from time to time and unilaterally implemented by the County.
7. Ms. Humiston understands and agrees that this receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular

rendering of personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Humiston cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Humiston's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees (e.g., medical insurance).

8. Consistent with the "at will" nature of Ms. Humiston's employment, the County Administrative Officer and the judges of the Mono County Superior Court may terminate Ms. Humiston's employment at any time during this agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Humiston understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Code Chapter 2.68) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer and the judges of the Mono County Superior Court may, in their discretion, take during Ms. Humiston's employment.
9. On or before the effective date of any such termination without cause, Ms. Humiston shall receive as severance pay a lump sum equal to six months' salary or, to the extent that fewer than six full calendar months remain (as of that effective date) before this Agreement would have expired, Ms. Humiston shall instead receive a lesser amount equal to any remaining salary payments she would have received before expiration of the Agreement had she not been terminated. Notwithstanding the foregoing, Ms. Humiston shall receive severance pay equal to six months' salary in the event that termination occurs after the County has notified Ms. Humiston that it intends to negotiate a renewal of this Agreement but before this Agreement expires. In no event shall the parties' failure or inability to arrive at mutually acceptable terms of a renewed agreement trigger the payment of severance pay. Note: for purposes of severance pay, "salary" refers only to base compensation.

10. Notwithstanding the foregoing, Ms. Humiston shall not be entitled to any severance pay in the event that the County Administrative Officer and the judges of the Mono County Superior Court have grounds to discipline her on or about the time she gives notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in Section 2.68.230 of the County Code or any successor Code provision, as the same may be amended from time to time. Ms. Humiston shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Humiston may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Humiston shall not be entitled to any severance pay or additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Humiston. It specifically supersedes the employment agreement between the parties dated September 24, 2012. Consistent with Ms. Humiston's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Humiston may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Humiston's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Humiston's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Humiston's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus.
14. Ms. Humiston acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Humiston further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by

counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

**III. EXECUTION:**

This Agreement shall be deemed executed as of September 24, 2014.

**KARIN HUMISTON**

**THE COUNTY OF MONO**

\_\_\_\_\_

\_\_\_\_\_  
By: Larry K. Johnston, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
MARSHALL RUDOLPH  
County Counsel



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 9, 2014

**Departments: Information Technology**

**TIME REQUIRED**

**SUBJECT** Appointment of Mono County  
Representative to California  
Broadband Cooperative Board of  
Directors

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Management and oversight of the Digital 395 network is carried out by the California Broadband Cooperative, a California Consumer Cooperative Corporation. The bylaws of the corporation state that Mono County Board of Supervisors shall appoint one Director, who has knowledge and experience in the communications industry to serve on the governing board. The next regular meeting of the California Broadband Cooperative Board of Directors will commence on October 7th, with the first full membership meeting taking place on October 8th in Bishop, CA. An appointment needs to be made prior to these dates in order to ensure that Mono County has a representative present at these meetings.

### RECOMMENDED ACTION:

Appoint Nate Greenberg as Mono County's representative on the California Broadband Cooperative's Board of Directors.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Nate Greenberg

**PHONE/EMAIL:** (760) 924-1819 / ngreenberg@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](#)

[CBC Bylaws](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/3/2014 12:54 PM	County Administrative Office	Yes
9/3/2014 5:04 PM	County Counsel	Yes
8/28/2014 11:55 AM	Finance	Yes



**INFORMATION TECHNOLOGY  
COUNTY OF MONO**

PO Box 7657 | 437 OLD MAMMOTH ROAD, STE. 228 MAMMOTH LAKES, CA 93546  
(760) 924-1819 • FAX (760) 924-1697 • [ngreenberg@mono.ca.gov](mailto:ngreenberg@mono.ca.gov)

Nate Greenberg  
*Information Technology Director*

August 26, 2014

**To** Honorable Board of Supervisors  
**From** Nate Greenberg, Information Technology Director  
**Subject** Appointment of Mono County representative to California Broadband Cooperative Board of Directors

**Recommendation**

Appoint Nate Greenberg as Mono County's representative on the California Broadband Cooperative's (CBC) Board of Directors.

**Discussion**

Management and oversight of the Digital 395 network is carried out by the California Broadband Cooperative, a California Consumer Cooperative Corporation. Under the bylaws of the corporation, Board of Director membership is divided into four classes, Class A through Class D.

Class A members "shall consist of certain county members of the Cooperative, who may, by shall not be required to, purchase Services from the Cooperative. Class A membership is established to provide for diverse participation in the Cooperative. These counties currently include Inyo County, Mono County and Kern County. The Cooperative shall notify each county in which it constructs communications facilities that such county has the right to become a Class A member, until such time as Class A reaches the limit of eight (8) members."<sup>1</sup>

Section 4.04(a) of the CBC bylaws further state that:

'The governing board of each Mono, Inyo and Kern Counties shall appoint one Director to serve at the pleasure of that County's governing board. A Class A member shall not appoint an individual whose status with the Class A Member would cause the Cooperative to be subject to the Brown Act (Cal. Govt. Code §§ 54950 – 54962).'

Finally, Section 4.02 of the bylaws state that:

'Directors shall have reasonable knowledge and experience in managerial, technical, or operational aspects of the communications industry, or in financial, governmental, or legal matters.'

The next regular meeting of the California Broadband Cooperative Board of Directors will commence on October 7<sup>th</sup>, with the first full membership meeting taking place on October 8<sup>th</sup> in Bishop, CA. An appointment needs to be made prior to these dates in order to ensure that Mono County has a representative present at these meetings.

**Fiscal Impact**

None

<sup>1</sup> Amended and Restated Bylaws of California Broadband Cooperative, Inc. Section 1.04. Classes of Membership.



AMENDED AND RESTATED BYLAWS  
OF  
CALIFORNIA BROADBAND COOPERATIVE, INC.  
A California Consumer Cooperative Corporation

**ARTICLE I. MEMBERSHIP**

**Section 1.01. Requirements for Membership.**

Any applicant seeking membership in the Cooperative may become a member by:

(a) Executing an application for membership and service, and if required by the Board of Directors, a service agreement, under which it agrees to purchase fiber optic products or services at a minimum T1 capacity basis (the "Services") from or through the Cooperative as specified by the Articles of Incorporation, these Bylaws, and the Board of Directors; and

(b) Agreeing to comply with and be bound by the Articles of Incorporation, these Bylaws and any amendments thereto and any rules and regulations adopted by the Board of Directors; and

(c) Paying any membership fee and such other assessments and charges as approved by the Board of Directors from time to time; and

(d) Being accepted into membership by action of the Board of Directors, which, in its sole discretion, may reject an application for membership if it finds that the applicant, or its application for membership, has not met the requirements or qualifications specified in these Bylaws, or in the rules or regulations adopted by the Board of Directors.

The Class A members shall purchase Services if it is feasible for them to do so, as determined in their reasonable discretion. Class A members which choose not to purchase Services shall be exempt from such requirement set forth in the provisions of subsection (a) hereof.

The Class D member shall not be required to purchase Services.

Unless otherwise resolved by the Board of Directors, the Cooperative shall not issue memberships until such time as the Cooperative commences the provision of Services. At such time, Classes A, B and C shall have the right to elect or appoint its directors pursuant to Article 4 below.

The private property of the members shall be exempt from execution or other liability of the debts of the Cooperative, whether secured or unsecured, and no member shall be liable or responsible for any debts or liabilities of the Cooperative, whether secured or unsecured.

**Section 1.02. Limitation of Membership.**

No member may hold more than one membership in the Cooperative, and no membership in the Cooperative shall be transferable; except that, in case of a merger or consolidation, membership may be vested in the successor corporation, provided the successor corporation shall be eligible for membership, shall agree to purchase Services from the Cooperative, and shall agree to comply with and be bound by the Articles of Incorporation of the Cooperative, these Bylaws and any amendments, and such rules and regulations as may be adopted by the Board of Directors.

**Section 1.03. Term.**

All classes of membership shall have a term ending on the date the member is no longer purchasing Services from the Cooperative, provided that (i) the term of membership of Class A members which choose not to purchase Services shall end upon their withdrawal or expulsion as a Class A member of the Cooperative; and (ii) Class D shall automatically terminate at the conclusion of the first annual members meeting after the termination of all contractual obligations between Praxis Associates and the Cooperative (wherein the additional at large directors shall be elected to replace the Class D Directors).

**Section 1.04. Classes of Membership.**

Members of the Cooperative shall be divided into four (4) classes, designated as Class A, Class B, Class C, Class D, respectively. There shall be no limit as to the number of Members the Corporation may admit, provided that the number of Class A members shall not exceed eight (8).

Class A shall consist of certain county members of the Cooperative, who may, but shall not be required to, purchase Services from the Cooperative. Class A membership is established to provide for diverse participation in the Cooperative. These counties currently include Inyo County, Mono County and Kern County. The Cooperative shall notify each county in which it constructs communications facilities that such county has the right to become a Class A member, until such time as Class A reaches the limit of eight (8) members.

Class B shall consist of telecommunication carriers, internet service providers, certified local exchange carriers and other such wholesale purchasers of Services.

Class C shall consist of governmental, municipal, research, medical facility and development purchasers of Services, including without limitation, all levels of educational institutions and schools, both public and private, and educational research institutes, foundations and similar entities.

Class D shall consist of Praxis Associates, Inc., who conceived, developed and secured grant funding for the Digital 395 Project for the benefit of the Cooperative.

Each member shall pay for all Services used by it at such time and at such rates or prices as shall be approved by the Board of Directors. It is expressly understood that amounts paid for Services in excess of the cost of service are furnished by the member as capital and each member shall be credited with capital so furnished, as provided by these Bylaws. "Cost of service" in this regard shall include all direct expenses of providing such service, plus the appropriate allocation of indirect expenses, including the Cooperative's overhead and administrative expenses. Class A members shall not be subject to membership fees or other assessments and charges as set forth in Section 1.01 (c) above, but are not exempted from paying any fees or other charges imposed by virtue of obtaining Services (patronage services) from the Cooperative. For avoidance of doubt, and without affecting the rights and obligations of other membership classes inherent by these Bylaws and applicable law, Class A members are not entitled to disbursements of Cooperative capital, except that accumulated due to patronage of the Class A members.

**Section 1.05. Bylaws and Articles to Prospective Members.**

Each prospective member, upon application for membership, shall receive a copy of the Articles of Incorporation, Bylaws, and disclosure document of the Cooperative. The disclosure document may be a prospectus, offering, circular, brochure, or similar document, a specimen copy of the share certificate, or a receipt that the Cooperative proposes to issue. The disclosure document shall contain the information required by Section 12401 of the California Corporations Code.

**Section 1.06. Membership Certificates.**

Membership in the Cooperative may, if the Board of Directors so resolves, be evidenced by a membership certificate, which shall be in such form and shall contain such provisions as shall be determined by the Board of Directors, consistent with the California Corporations Code, the Cooperative's Articles of Incorporation and its Bylaws. Such certificate, if authorized to be issued by the Board of Directors, shall be signed by the President and by the Secretary of the Cooperative, and the corporate seal shall be affixed thereto. No membership certificate shall be issued for less than the membership fee provided for in Section 1.01 of these Bylaws nor until such membership fee, any required service security deposits, facilities extension deposits, service connection fees, or contributions in aid of construction have been fully paid. In case a certificate is lost, destroyed or mutilated, a new certificate may be issued therefore upon such uniform terms and indemnity to the Cooperative as the Board of Directors may prescribe.

**Section 1.07. Member to Grant Easements to Cooperative.**

Each member of classes B and C, other than the Class A members, shall, upon being requested to do so by the Cooperative, execute and deliver to the Cooperative grants of easement or right-of-way over, on and under such lands owned or leased by or mortgaged to the member, and in accordance with such reasonable terms and conditions, as the Cooperative shall require for the furnishing of broadband services to him or other members or for the construction, operation, maintenance or relocation of the Cooperative's broadband facilities. Each Class A members shall have no obligation to provide easements or rights-of-way except as may be reasonably required to provide Services to that Class A member. To the extent that the Cooperative requires easements or rights of way from a Class A member for purposes other than providing Services to that Class A member such agreements shall be subject to separate negotiation and not required by these Bylaws.

**ARTICLE II. TERMINATION OF MEMBERSHIP**

**Section 2.01. Voluntary Withdrawal.**

A member shall have the right to resign from the Cooperative and terminate his or her membership by filing with the Secretary of the Cooperative a written notice of resignation. The resignation shall become effective immediately without any action on the part of the Cooperative.

**Section 2.02. Death or Dissolution.**

A membership shall immediately terminate upon the death of a member or the dissolution of a member that is an organization.

**Section 2.03. Expulsion.**

(a) A member may for failure to comply with these Bylaws, rules, or regulations of the Cooperative, for failure to purchase qualifying services (as identified in Section 1.01 of these Bylaws) from the Cooperative for at least sixty (60) consecutive days, or for any other justifiable reason, be expelled from the Cooperative by resolution adopted by a two-thirds (2/3) vote of all members of the Board of Directors. Expulsion shall become effective immediately unless the Board shall, in the resolution, fix another time. On expulsion, the name of the member expelled shall be stricken from the membership register and all of his or her rights shall cease except as provided in Section 2.04 of these Bylaws. Class A members may not be expelled under any circumstance.

(b) Prior to expulsion of a member, the Board of Directors shall give such member at least fifteen (15) days notice prior thereto and the reasons thereof. Such member shall have the opportunity to be heard, orally or in writing, not less than five (5) days before the effective date of expulsion by the Board.

(c) The notice required pursuant to Subsection (b) of this section of these Bylaws may be given by any method reasonably calculated to provide actual notice. Any notice given by mail must be given by first-class or registered mail sent to the last known address of the member shown on the Cooperative's records.

#### **Section 2.04. Effect of Termination.**

If a membership is terminated for any reason set forth in this Article of the Bylaws, the member or its estate, as the case may be, shall be entitled to refund of its membership fee (and any service security deposit, if any, previously paid to the Cooperative), less any amounts due the Cooperative; but neither the member nor its estate, as the case may be, shall be released from any debts or other obligations then remaining due the Cooperative.

### **ARTICLE III. MEMBERSHIP MEETINGS AND MEMBERS**

#### **Section 3.01. Location.**

Meetings of members shall be held at a location to be determined by the Board of Directors, within the Cooperative's Service area.

#### **Section 3.02. Regular Annual Meetings.**

(a) A regular meeting of members shall be held annually on the first Wednesday in October at 1:00 p.m. for the purpose of transacting any proper business, including the election of Directors, which may come before the meeting. If the day fixed for the regular meeting falls on a legal holiday, the meeting shall be held at the same time and place on the next day.

(b) At each regular annual meeting the meeting will start with a public comment session in which any person may address the membership and directors. This portion of the annual meeting shall not last more than two (2) hours. The directors shall create and approve a procedure by which the public can request to address the membership. Notice that this portion of the meeting shall be included in the notices that are sent to the members, to the governing bodies of the Class A members and shall be posted at the Cooperative's principal place of business as required by Section 3.05.

#### **Section 3.03. Special Meetings.**

Special meetings of members for any lawful purpose may be called by the Board of Directors, the President, or by five percent (5%) or more of the members. The Board of Directors shall call a special meeting of members for the purpose of election of directors, within thirty (30) days following the first date on which the Cooperative has admitted members to all classes.

**Section 3.04. Time for Notice of Meetings.**

Whenever members are required or permitted to take action at a meeting, a written notice of the meeting shall be given not less than ten (10) nor more than ninety (90) days before the date of the meeting to each member who is entitled to vote on the record date for notice of the meeting. In the case of a specially called meeting of members, within twenty (20) days after receipt of a written request, the Secretary shall cause notice to be given to the members entitled to vote that a meeting will be held at a time fixed by the Board of Directors not less than thirty-five (35) nor more than ninety (90) days after receipt of the request.

**Section 3.05. Method of Giving Notice.**

Notice shall be given either personally, by mail or by email (as prescribed by Section 12461 of the California Corporations Code) or other written communication to the address of a member appearing on the books of the Cooperative or provided by the member. If no address appears or is given, notice shall be given at the principal office of the Cooperative. Notice shall also be posted conspicuously at the Cooperative's principal office. If and when requested by a Class A member, written notice shall also be faxed or emailed to that member's governing board.

**Section 3.06. Record Date for Notice.**

The record date for determining the members entitled to notice of any meeting of members is thirty (30) days before the date of the meeting.

**Section 3.07. Contents of Notice.**

The notice shall state the place, date, and time of the meeting. The notice of a regular meeting shall state any matters that the Board of Directors, at the time of giving notice, intends to present for action by the members. The notice of a special meeting shall state the general nature of the business to be transacted. The notice of any meeting at which Directors are to be elected shall include the names of all nominees at the time of giving notice.

**Section 3.08. Waivers and Consents.**

The transactions of a meeting, whether or not validly called and noticed, are valid if a quorum is present and each of the absent members who are entitled to vote, either before or after the meeting, signs a written waiver of notice or a consent to the holding of the meeting. All waivers and consents shall be filed with the corporate records or made a part of the minutes of the meeting. A member's attendance at a meeting shall constitute a waiver of notice of and presence at the meeting, unless the member objects at the beginning of the meeting. However, attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the notice but not included, if an objection is made at the meeting.

**Section 3.09. Quorum at Meeting.**

Members representing at least thirty-three percent (33%) of the voting power shall constitute a quorum at a meeting of members. Any Bylaw amendment to increase the quorum may be adopted only by approval of the members. When a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting and entitled to vote shall be the act of the members, unless provided otherwise by these Bylaws or the law.

**Section 3.10. Loss of Quorum at Meeting.**

The members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, if the action taken, other than adjournment, is approved by at least a majority of the members required to constitute a quorum.

**Section 3.11. Adjournment for Lack of Quorum.**

In the absence of a quorum, any meeting of members may be adjourned by the vote of a majority of the votes represented in person, but no other business may be transacted except as provided in Section 4.10 of these Bylaws.

**Section 3.12. Adjourned Meetings.**

The corporation may transact any business at an adjourned meeting that could have been transacted at the original meeting. When a meeting is adjourned to another time or place, no notice is required if the time and place are announced at the original meeting. If the adjournment is for more than forty-five (45) days or if a new record date is fixed, a notice of the adjourned meeting shall be given to each member of record entitled to vote at the meeting.

**Section 3.13. Voting of Memberships.**

(a) Each member of the Cooperative is entitled to one (1) vote on each matter submitted to a vote of the members.

(b) If a membership stands of record in the names of two (2) or more persons whether fiduciaries, members of a partnership, joint tenants, tenants in common, husband and wife as community property, tenants by the entirety, persons entitled to vote under an agreement, or otherwise, or if two (2) or more persons have the same fiduciary relationship respecting the same membership, unless the Secretary is given written notice to the contrary and furnished with a copy of the instrument or order appointing them or creating the relationship, the vote of one (1) joint holder will bind all, when only one (1) votes, and the vote of the majority will bind all, when more than one (1) joint holder votes.

(c) The record date for determining the members entitled to vote at a meeting or cast written ballots is twenty (20) days before the date of the meeting or the day on which the first ballot is mailed or solicited.

(d) Cumulative voting shall not be permitted for any purpose.

(e) Voting by proxy shall not be permitted for any purpose.

(f) Each non-individual member shall be represented at member meetings of the Cooperative by one (1) voting delegate designated by the member's board of directors, or its appropriate governing body. Upon becoming a member, the

Secretary, or equivalent corporate officer, of each non-individual member shall certify to the Secretary of the Cooperative the name and address of the delegate designated by it to represent it at member meetings of the Cooperative and the date of expiration of the term of such delegate. The Secretary or equivalent corporate officer of such member shall advise the Secretary of the Cooperative promptly in writing of any change in its delegate. Each member may, at any time by resolution of its Board of Directors, or its appropriate governing body, terminate the appointment of its delegate after which it shall notify the Cooperative of the action in writing.

(g) The matters to be voted on by the members shall be noticed and undertaken in accordance with the provisions of Corporate Code Sec. 12461 through 12466, and the other Sections of the Corporate Code referenced therein.

**Section 3.14. Use of Written Ballots at Meetings.**

A combination of written ballot and personal voting may be used at any regular or special meeting of members, and may be used for the election of Directors. Prior to the meeting, the Board of Directors may authorize distribution of a written ballot to every member entitled to vote. The ballots shall be distributed in a manner consistent with the provisions of Sections 3.05, 3.17(b), and 3.19 of these Bylaws. When ballots are distributed, the number of members voting at the meeting by written ballot shall be deemed present at the meeting for purposes of determining a quorum but only with respect to the proposed actions referred to in the ballots.

**Section 3.15. Contents of Written Ballot Used at Meetings.**

Any written ballot used at a meeting shall set forth the proposed action to be taken, provide an opportunity to specify approval or disapproval of the proposed action, and state that unless revoked by the member voting in person, the ballot will be counted if received by the Cooperative on or before the time of the meeting.

**Section 3.16. Action by Ballot without Meeting.**

Any action that may be taken at any regular or special meeting, including election of Directors, may be taken without a meeting through distribution of a written ballot to every member entitled to vote on the matter. The Secretary shall cause a vote to be taken by written ballot on any action or recommendation proposed in writing by at least twenty percent (20%) of the members.

**Section 3.17. Written Ballot Used without Meeting.**

(a) Any ballot used without a meeting shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Cooperative.

(b) The form of written ballot distributed to ten (10) or more members (where the Cooperative has at least 100 members) shall afford an opportunity to specify a choice between approval and disapproval of each matter or group of related matters intended, at the time of distribution, to be acted on by the ballot. The form must also provide that whenever the person solicited specifies a choice with respect to any matter, the vote will be cast in accordance with that choice.

(c) A written ballot cannot be revoked. Approval by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

**Section 3.18. Solicitation of Written Ballots.**

Ballots shall be solicited in a manner consistent with Sections 4.05, 4.17(b), and 4.19 of these Bylaws. The solicitations shall indicate the number of responses needed to meet the quorum requirement and specify the time by which the ballot must be received to be counted. Ballots other than for the election of Directors shall state the percentage of approvals necessary to pass the measure.

**Section 3.19. Withholding Vote.**

In an election of Directors, any form of written ballot, which names the candidates for Director and which the member has marked "withhold" (or otherwise indicated that the authority to vote in the election of Directors is withheld) shall not be used for voting in that election.

**Section 3.20. Appointment of Inspectors of Election.**

In advance of any meeting of members, the Board of Directors may appoint inspectors of election to act at the meeting and any adjournment. If inspectors are not appointed or if any appointed persons fail to appear or refuse to act, the chairperson of the meeting may and, on the request of any member, shall, appoint inspectors at the meeting.

**Section 3.21. Duties of Inspectors of Election.**

The inspectors shall determine the number of memberships outstanding and the voting power of each, the number represented at the meeting, and the existence of a quorum. They shall receive votes, ballots, and consents, hear and determine all challenges and questions regarding the right to vote, count and tabulate all votes and consents, determine when the polls will close, and determine the result. They may do those acts which are proper to conduct the election or vote with fairness to all members. The inspectors shall perform these duties impartially, in good faith, to the best of their ability, and as expeditiously as is practical.

**ARTICLE 4. DIRECTORS**

**Section 4.01. Number.**

The Cooperative shall have a minimum of five (5) and a maximum of eleven (11) Directors, collectively known as the Board of Directors. The exact number of directors shall initially be set at five (5) until such time as the Cooperative begins providing Services.

The exact number of directors may be modified by a majority vote of the Board of Directors, except as otherwise required by applicable law.

At such time as members have been admitted in all classes, the exact number of directors shall be eleven (11).



The Board of Directors shall be expanded to include the appointees of the Class A members, as contemplated by Section 4.04 below, at such time as each Class A member has provided written notice to the Cooperative of its designated appointee, understanding that each such Class A member may exercise this right in its own regard, independent of the other Class A members.

**Section 4.02. Qualifications.**

Directors shall have reasonable knowledge and experience in managerial, technical or operational aspects of the communications industry, or in financial, governmental, or legal matters. Within this guiding principle, the Board of Directors may prescribe more specific qualifications in the nomination and election procedures referenced in Section 4.03 of these Bylaws.

**Section 4.03. Nomination.**

(a) The Board of Directors shall prescribe reasonable nomination and election procedures for the election of Directors given the nature, size, and operations of the Cooperative. The procedures shall include: (1) a reasonable means of nominating persons for election as Directors, (2) a reasonable opportunity for a nominee to communicate the nominee's qualifications and the reasons for the nominee's candidacy to the members, (3) a reasonable opportunity for all nominees to solicit votes, (4) a reasonable opportunity for all the members to choose among the nominees.

(b) When the Cooperative distributes any material soliciting a vote for any nominee for Director in any publication owned or controlled by the Cooperative, it shall make available to each other nominee, in the same material, an equal amount or space with equal prominence to be used by the nominee for a purpose reasonably related to the election. The Cooperative shall mail within ten (10) business days to all members any material related to the election which a nominee for Director has furnished, upon written request and payment of mailing costs by the nominee, or allow the nominee to obtain the names, addresses, and voting rights of members within five (5) business days after the request.

**Section 4.04. Election.**

Except as otherwise specified below, the Directors shall be elected at the annual meetings or by written ballot in accordance with Sections 3.16-3.19 of these Bylaws, at the special meeting required by Section 3.03 of these Bylaws, or, prior to the admittance of members, as set forth in Sections 4.01 and 4.21 of these Bylaws. The candidates receiving the highest number of votes up to the number of Directors to be elected shall be elected.

From and after the special meeting of the Members required by Section 3.03 of these Bylaws, the exact number of Directors shall be eleven (11), elected as follows:

(a) Class A Members Inyo County, Mono County and Kern county shall appoint three (3) of the initial total of eleven (11) Directors (the "Class A Directors"). Each such County shall have the right to appoint one Class A Director. If any other counties elect to become Class A members, those counties shall jointly have the right to appoint the fourth Class A Director, with each such county have one equal vote for the fourth Class A Director, in the manner provided herein. The governing board of each Mono, Inyo and Kern Counties shall appoint one Director to serve at the pleasure of that County's governing board. A Class

A member shall not appoint an individual whose status with the Class A Member would cause the Cooperative to be subject to the Brown Act (Cal. Govt. Code §§ 54950 - 54962).

(b) Class B Members shall elect two(2) of the total of eleven (11) Directors (the "Class B Directors").

(c) Class C Members shall elect two (2) of the total of eleven (11) Directors (the "Class C Directors").

(d) Class D Members shall elect two (2) of the total of eleven (11) Directors (the "Class D Directors").

(e) All Members together shall elect one (1) At-large Director; provided, however, that at such time as the Class D Membership ceases to exist, the number of At-large Directors shall be increased to three (3).

At the special meeting of the Members required by Section 3.03 of these Bylaws, the eleven (11) Directors shall be elected, four (4) of whom shall be elected for a three (3) year term, four (4) of whom shall be elected for a two (2) year term and (3) of whom shall be elected for a one (1) year term, as follows:

- all Class A Directors and one (1) Class D Director shall be elected to a three (3) year term;
- one (1) Class B Director, one (1) Class C Director and one (1) At-large Director shall be elected to two (2) year terms;
- one (1) Class B Director, one (1) Class C Director and one (1) Class D Director shall be elected to one (1) year terms.

Thereafter, the term of each Director shall as set forth in Section 4.05 of these Bylaws. Notwithstanding the foregoing, Class A members Mono, Inyo and Kern County shall have the right to change its Director at any time prior to the end of that appointed Director's three (3) year term. The fourth Class A Director may be changed by a majority vote of the Class A members that elected that Director.

#### **Section 4.05. Terms of Office.**

Subject to the initial staggered election terms of Section 4.04 above, the terms of office for Directors shall be three (3) years. Each Director shall hold office until the expiration of the term for which elected and until the election and qualification of a successor.

The term of office for those Directors serving on the Board prior to the admittance of Members shall be through the date of the special meeting of the Members required by Section 3.03 of these Bylaws.

#### **Section 4.06. Compensation.**

The Directors shall be paid compensation of a yearly stipend of Two Thousand Dollars (#2,000.00), plus a fee of One Thousand Dollars (\$1,000.00) per meeting. Directors shall not be paid additional compensation for actions taken without a meeting. Directors shall also be reimbursed by the Cooperative for their actual and reasonable expenses incurred in the performance of their duties as Directors of the Cooperative. Officers of the Cooperative may also be reimbursed for such expenses. A Class A member shall have the option of altering the compensation

payable to its appointed director if that member determines that its director cannot receive the compensation provided for in this Section. A Class A member, may choose, upon giving written notice to the Cooperative, that the compensation for its director shall be either a) eliminated, b) reduced to a lesser specified amount, or c) paid directly to the Class A member.

**Section 4.07. Call of Meetings.**

Meetings of the Board of Directors may be called by the President, any Vice-President, the Secretary, or any two Directors.

**Section 4.08. Place of Meetings.**

Meetings of the Board of Directors may be held at any place designated in the notice of the meeting, or, if not stated in a notice, by resolution of the Board. At such time as the Cooperative begins to provide Services, meetings of the Board of Directors shall be held within the Cooperative's service area.

**Section 4.09. Presence at Meetings.**

Directors may participate at meetings of the Board through the use of conference telephone or other communications equipment, as long as all participating Directors can hear one another. Participation by communications equipment constitutes presence at the meeting.

**Section 4.10. Regular Meetings.**

Regular meetings of the Board of Directors shall be held, without call or notice, at the principal office of the Cooperative immediately following the annual meeting of members, as set forth in Section 3.02 of these Bylaws.

**Section 4.11. Special Meetings and Notice.**

Special meetings shall be held on four (4) days' notice by first-class mail or forty-eight (48) hours notice delivered personally or by telephone, facsimile or email. Notice of regular or special meetings need not be given to any Director who signs a waiver of notice, a written consent to holding the meeting, or an approval of the minutes (either before or after the meeting), or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice to that Director. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

**Section 4.12. Quorum at Meetings.**

A majority of the authorized number of Directors constitutes a quorum for the transaction of business.

**Section 4.13. Acts of Board at Meetings.**

Unless provided otherwise in the Articles of Incorporation, these Bylaws, or by law, every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present is the act of the Board. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for the meeting or a greater number required by the Articles, these Bylaws, or by law.

Notwithstanding the foregoing and without regard to the quorum provision at Section 4.12, whenever the number of Directors is fixed at three (3) per Section 4.01 of these Bylaws, every act of the Board shall require the affirmative vote at least two (2) Directors.

**Section 4.14. Adjournment of Meetings.**

A majority of the Directors present, whether or not a quorum is present, may adjourn to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of the adjournment shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time of adjournment.

**Section 4.15. Action without Meeting.**

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all Directors individually or collectively consent in writing to the action. The consents shall be filed with the minutes of the proceedings of the Board. Action by written consent has the same force and effect as a unanimous vote of the Directors.

**Section 4.16. Executive Committees.**

(a) The Board of Directors may create one or more committees to serve at its pleasure by resolution adopted by a majority of the number of Directors then in office when a quorum is present. Such committees may include, among others, an executive committee, an audit committee, a compensation committee, and a governance committee. Each committee shall consist of three (3) or more Directors appointed by a majority vote of the Directors then in office.

(b) Any executive committee, to the extent provided in the resolution of the Board, shall have all the authority of the Board, except with respect to the following actions:

- (1) The approval of any action for which the approval of the members or a majority of all members is required by law;
- (2) The filling of vacancies on the Board or in any committee that has the authority of the Board;
- (3) The fixing of compensation of the Directors for serving on the Board or on any committee;
- (4) The amendment or repeal of Bylaws or the adoption of new Bylaws;
- (5) The amendment or repeal of any resolution of the Board which by its express terms are not amendable or repealable;
- (6) The appointment of committees of the Board or the members of such committees;
- (7) The expenditure of corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected;
- (8) The elimination of a permanent seat of a Class A Member on the Board of Directors or amending any other provision that expressly references Class A Members; or

(9) The elimination of the requirement that the Board of Directors approve the budget of the Executive Committee.

(c) After the completion of the special meeting of the members required under Section 3.03 of these Bylaws, the Board of Directors shall elect an Executive Committee of three members to be responsible for the operations of the Cooperative, in conjunction with its officers. Such executive committee shall consist of one Director from Class A, one from Class B, and one from Class D. At such time as Class D ceases to exist, the last member of the Executive Committee shall be an at large director.

#### **Section 4.17. Resignation of Directors.**

Any Director may resign effective upon written notice to the President, the Secretary, or the Board of Directors, unless the notice specifies a later time for the effectiveness of the resignation. If a resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

#### **Section 4.18. Removal of Directors.**

(a) Class Members B, C, and D may remove their own respective Director(s) for cause by the vote of 2/3 of the Members of that Class or Classes, provided notice of the charges against the Director shall have been filed with the Secretary of the Corporation in writing, together with a petition signed by at least thirty-three percent (33%) of the Members of the Class or Classes, requesting removal of the Director. Such Director shall be informed in writing of the charges at least ten (10) days prior to the meeting at which the charges are to be considered and shall have an opportunity to be present and represented by counsel at the meeting and to present evidence relevant to the charges; and the person or persons bringing the charges shall have the same opportunity by the class of Members which elected such Director. The question of the removal of such Director shall be considered and voted upon at the meeting by the class or classes of Members which elected such Director.

The Board of Directors shall have the right to require a Class A Member to remove its appointed director and to require that Class A member appoint a different person to serve on the Board. Such Director shall only be removed for cause pursuant to the provisions of California Corp. Code Sec. 12361 or Section 4.20 of these Bylaws by the vote of 2/3 of the other Directors, provided notice of the charges against the Director shall have been filed with the Secretary of the Corporation in writing, together with a petition signed by at least thirty-three percent (33%) of the other Directors. Such Director shall be informed in writing of the charges at least ten (10) days prior to the meeting at which the charges are to be considered and shall have an opportunity to be present and represented by counsel at the meeting and to present evidence relevant to the charges; and the person or persons bringing the charges shall have the same opportunity. The question of the removal of such Director shall be considered and voted upon at the next meeting of the Board of Directors. In no event shall the removal of a Class A Director extinguish the right of a Class A member to appoint its director.

(c) Once a Director has been removed for cause pursuant to this Section, he or she shall not be allowed to serve on the Board at any time thereafter.

#### **Section 4.19. Cause of Vacancies on Board.**

Vacancies on the Board of Directors shall exist on the death, resignation, termination of membership, or removal of a Director; whenever the authorized number of Directors is increased; whenever the Board declares an office vacant pursuant to Section 4.20 of these Bylaws; and on the failure of the members to elect the full number of Directors authorized.

**Section 4.20. Declaration of Vacancies.**

The Board of Directors may declare vacant the office of any Director whose eligibility for election has ceased, who has been declared of unsound mind by a final order of court, who is convicted of a felony, who has been absent from thirty-three percent (33%) or more regular or special meetings of the Board in any 12-month period or who is removed pursuant to the provisions of California Corp. Code Sec. 12361.

**Section 4.21. Filling Vacancies on Board.**

Except for vacancies created by removal of a Director pursuant to Section 4.18 of these Bylaws, vacancies may be filled by a majority of the Directors then in office, whether or not less than a quorum, or by a sole remaining Director. Vacancies created by the removal of a Director may be filled only by approval (as defined by Section 12224 of the California Corporations Code) of the members of the Class that elected the removed Director. The members may elect a Director at any time to fill any vacancy not filled by the Directors, except that a vacancy involving Class A director may only be filled by the governing board of the member county who appointed that director.

**ARTICLE V. OFFICERS**

**Section 5.01. Titles.**

The officers of the Cooperative shall be a Chair or President, Secretary, Chief Financial Officer, and any other officers with such titles and duties as determined by the Board of Directors and as may be necessary to enable it to sign instruments. The Chair or President is the Chief Executive Officer of the Cooperative and shall be elected from among those board members elected by the membership of the Cooperative (and, prior to the admission of members to the Cooperative, by a majority vote of the Board). The same person may hold any number of offices.

**Section 5.02. Appointment and Resignation.**

The officers shall be chosen by the Board of Directors and serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment. Any officer may resign at any time on written notice to the Cooperative without prejudice to the rights, if any, of the Cooperative under any contract to which the officer is a party.

**ARTICLE VI. INDEMNIFICATIONS**

The Cooperative shall indemnify, defend, and hold harmless present and former directors, officers, including the CEO, agents and employees ("protected persons") against liability to the extent that their acts or omissions constituting the grounds for alleged liability were performed in their official capacity and, if actionable at all, were based upon good faith business judgments or in the belief the acts or omissions were in the best interest of

the Cooperative or were not against the best interest of the Cooperative. However, except as provided by law, the Cooperative may not indemnify, defend, and hold harmless the protected person if the person did not reasonably believe the conduct to be in, or not opposed to the best interests of the Cooperative. The Cooperative shall not indemnify, defend or hold harmless any protected person with respect to criminal actions or proceedings. The Cooperative may purchase directors and officers insurance and any additional insurance necessary and appropriate to cover the forgoing indemnification.

#### **ARTICLE VII. CORPORATE RECORDS AND REPORTS**

##### **Section 7.01. Required Records.**

The Cooperative shall keep adequate and correct books and records of account and minutes of the proceedings of its members, Board of Directors, and committees of the Board. It shall also keep a record of the members, including the names, addresses, and number of shares held by each. The minutes shall be kept in written form. Other books and records shall be kept either in written form or in any other form capable of being converted into written form.

##### **Section 7.02. Annual Report.**

(a) For every fiscal years in which the Cooperative has members, the Cooperative shall notify each member yearly of the member's right to receive an annual financial report. The Board of Directors shall promptly cause the most recent annual report to be sent to a member on written request. The annual report shall be prepared no later than one hundred twenty (120) days after the close of the Cooperative's fiscal year.

(b) The annual report shall contain in appropriate detail all of the following: (1) a balance sheet as of the end of the fiscal year, an income statement, and a statement of changes in financial position for the fiscal year; (2) a statement of the place where the names and addresses of the current members are located; and (3) the statement required by Section 7.03 of these Bylaws; and (4) such additional financial information requested by the Class A members, or any of them, for their respective financial reporting purposes.

(c) The annual report shall be accompanied by an audited financial report performed by independent certified public accountants.

##### **Section 7.03. Annual Statement of Transactions and Indemnifications.**

In addition to the annual report described in Section 7.02 of these Bylaws, the Cooperative shall furnish annually (pursuant to Section 12592 of the California Corporations Code) to its members and Directors a statement of the transactions and indemnifications to interested persons. Such statement shall be mailed or delivered to members within one hundred twenty (120) days after the close of the fiscal year.

#### **ARTICLE VIII. INSPECTION RIGHTS**

##### **Section 8.01. Articles and Bylaws.**

The corporation shall keep at its principal office in California the original or a copy of its Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the members at all reasonable times during office hours. If the Cooperative has no office in California, it shall furnish on the

written request of any member a copy of the Articles or Bylaws as amended to date.

#### **Section 8.02. Books and Records.**

The accounting books and records and minutes of proceedings of the members, the Board of Directors, and committees of the Board shall be open to inspection on the written demand of any member at any reasonable time, for a purpose reasonably related to that person's interests as a member. Every Director has the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind, and to inspect the physical properties of the Cooperative.

#### **Section 8.03. Inspection of Membership List.**

(a) Subject to the Cooperative's right to set aside a member's demand for inspection pursuant to Section 12601 of the California Corporations Code and the power of the court to limit inspection rights pursuant to Section 12602 of the California Corporations Code, and unless the Cooperative provides a reasonable alternative pursuant to Section 8.03(c) of these Bylaws, a member may do either or both of the following:

(1) Inspect and copy the record of all the members' names, addresses, and voting rights, at reasonable times, on making a written demand five (5) business days in advance which states the purpose for which the inspection rights are requested;

(2) Obtain from the Secretary, upon written demand and tender of a reasonable charge, a list of names, addresses, and voting rights of those members entitled to vote for the election of Directors, as of the most recent record date for which it has been compiled, or as of a date specified by the member subsequent to the date of demand. The demand shall state the purpose for which the list is requested. The membership list shall be made available on or before the later of ten (10) business days after the demand is received or after the date specified as the date as of which the list is to be compiled.

(b) The rights set forth in Subsection (a) of this Bylaw section may be exercised by any member or members possessing five percent (5%) or more of the voting power for a purpose reasonably related to the members' interest as members. The Cooperative may deny access to the membership list where it reasonably believes that the information therein will be used for another purpose or where the Cooperative provides a reasonable alternative pursuant to Section 8.03(c) of these Bylaws.

(c) The Cooperative may within ten (10) days after receiving a demand, deliver a written offer of an alternative method of achieving the purpose identified in the demand without providing access to or a copy of the membership list. An alternative method that reasonably and in a timely manner accomplishes the proper purpose set forth in a demand made pursuant to Section 8.03(a) of these Bylaws shall be a reasonable alternative; unless the Cooperative fails to do the things that it offered to do within a reasonable time after acceptance of the offer. Any rejection of the offer shall be in writing and indicate the reasons the proposed alternative does not meet the proper purpose of the demand.

(d) The Class A members shall have the right, if requested by a majority of the Class A Directors, to independently audit the books and records of the Cooperative at any time, but no more than once per year. The Cooperative shall



fully cooperate in such audits and promptly provide the documents and information requested by the Class A members. The documents may be provided by the Class A members only to the persons or entities that are performing the audit or as required by law under the California Public Records Act (Cal. Gov't Code § 6250, et seq. The costs of any such audit shall be borne by the Class A members requesting it and shall not be subject to reimbursement by the Cooperative unless the audit reports that the previously stated revenue or net income of the Cooperative varies by more than twenty percent from that found by the auditors employed by the Class A members. The audit shall employ certified public accountants, not in the employ or under other contract with any Class A member.

#### **ARTICLE IX. NON-PROFIT OPERATION**

##### **Section 9.01. Fiscal Year.**

The fiscal year of the Cooperative shall end at the close of the business day on the last day of the month of June of each year.

##### **Section 9.02. Interest or Dividends on Capital Prohibited.**

The Cooperative shall at all times be operated on a Cooperative non-profit basis for the mutual benefit of its members. No interest or dividends shall be paid or payable by the Cooperative on any capital furnished by its members.

##### **Section 9.03. Patronage Capital.**

In the furnishing of broadband services, the Cooperative's operations shall be so conducted that all members will, through their patronage, furnish capital for the Cooperative. In order to induce patronage and to assure that the Cooperative will operate on a non-profit basis, the Cooperative is obligated to account on a patronage basis to all its members, for all amounts received and receivable from the furnishing of broadband services in excess of operating cost and expenses properly chargeable against the furnishing of broadband services. Member-sourced amounts in excess of the operating costs and expenses at the moment of receipt by the Cooperative are received with the understanding that they are furnished by the members as capital. The Cooperative is obligated to pay by credits to a capital account for each member all such amounts in excess of operating costs and expenses.

All other amounts received by the Cooperative from non-member sourced activities in excess of costs and expenses shall be (a) used to offset any losses incurred during the current or any prior fiscal year and (b) to the extent not needed for that purpose, allocated by the Board either (1) to its members on a patronage basis and any amount so allocated shall be included as part of the capital credited to the accounts of members, as herein provided, or (2) to a permanent capital account to be held as unallocated equity capital. The Board, in its discretion, may allocate all amounts received and receivable from non-member sourced activities. The amount of any unallocated equity capital shall not be subject to distribution as patronage capital credits but shall be returned to the members and former members in proportion to their patronage upon dissolution of the Cooperative.

The books and records of the Cooperative shall be set up and kept in such a manner that at the end of each fiscal year the amount of capital, if any, so furnished by each member is clearly reflected and credited in an appropriate record to the capital account of each member and the Cooperative shall within a

reasonable time after the close of the fiscal year, notify each member of the amount of capital so credited to his account. All such amounts credited to the capital account of any member shall have the same status as though they had been paid to the member in cash in pursuance of a legal obligation to do so and the member had then furnished the Cooperative corresponding amounts for capital.

In the event of dissolution or liquidation of the Cooperative, after all outstanding indebtedness of the Cooperative shall have been paid, outstanding capital credits shall be retired without priority on a pro rata basis before any payments are made on account of property rights of members; PROVIDED, insofar as gains may at that time be realized from the sale of any appreciated asset, such gains shall be distributed to all persons who were members during the period the asset was owned by the Cooperative in proportion to the amount of business done by such members during that period insofar as is practicable, as determined by the Board of Directors, before any payments are made on account of property rights of members.

If, at any time prior to dissolution or liquidation, the Board of Directors shall determine that the financial condition of the Cooperative will not be impaired thereby, the capital credited to patrons' accounts may be retired in full or in part in a manner as may be determined by the Board of Directors, including retirement on a discounted basis, except that any such capital retired to a member shall first be applied to any outstanding balance due the Cooperative, together with interest at the legal rate of interest allowed on judgments in the state of California in effect when such amount became overdue, compounded annually. In no event, however, may any such capital be retired unless after the proposed retirement, the capital of the Cooperative shall equal at least thirty per cent (30%) of the total assets of the Cooperative.

Except for the Class A Members, each person who becomes a member of this Cooperative consents to include in his or her gross income for federal income tax purposes the amount of any capital credit paid to him or her by this Cooperative in money (by retirement, as set forth above) or by written notice of allocation (as defined in the Internal Revenue Code), except to the extent that such capital credit is not income to the member pursuant to the Internal Revenue Code. The term "capital credit," as used herein, shall have the same meaning as the term "patronage dividend," as used in the Internal Revenue Code.

Capital credited to the account of each member shall be assignable only on the books of the Cooperative, pursuant to written instruction from the assignor and only to successors in interest or successors in occupancy in all or a part of such member's premises served by the Cooperative unless the Board, acting under policies of general application, shall determine otherwise.

#### **Section 9.04. Escheat.**

This Bylaw is intended to comply with California Corporation Code Section 12446. If a member cannot be located for a period of two (2) years as evidenced by the return of his/her mail and by no record of business transacted at the Cooperative, thereafter the Cooperative shall do the following:

- (a) The Cooperative shall place that member on inactive status; and
- (b) The Cooperative shall give to the affected member at least one hundred twenty (120) days prior notice of the Cooperative's proposed transfer date of the proprietary interest to the Cooperative. Notice shall be provided by first or second class mail to the last address of the member shown in

the corporation records and by publication in the newspaper of general circulation in which the Cooperative has its principal office, and, in addition, in the county in which the member received service. Notice given in the foregoing manner shall be deemed actual notice.

No proprietary interest shall become the property of the Cooperative if written notice objecting thereto is received by the corporation from the affected member prior to the date of the proposed transfer. If there is no objection to the transfer of the proprietary interest from the member to the corporation, then said proprietary interest shall become the property of the corporation on the transfer date, which shall be at least one hundred twenty (120) days from the date of notice.

A proprietary interest shall mean and include any membership, membership certificate, membership share, share certificate or any share certificate of any class representing a proprietary interest in and issued by the corporation together with all accrued and unpaid dividends and patronage distributions (capital credit retirements) relating thereto.

#### **ARTICLE X. DISPOSITION OF PROPERTY**

(a) The Board of Directors shall have full power and authority, without authorization by the members, to authorize the execution and delivery of a mortgage or mortgages, or a deed or deeds of trust, or the pledging or encumbering of any or all of the property, rights, privileges, licenses, franchises and permits of the Cooperative, whether acquired or to be acquired and wherever situated, as well as the revenues therefrom, all on such terms and conditions as the Board of Directors shall determine, to secure any indebtedness of the Cooperative.

(b) The Cooperative may not otherwise sell, lease, or dispose of more than fifteen (15%) percent of the Cooperative's total assets, less depreciation, as reflected on the books of the Cooperative at the time of the transaction, unless such sale, lease or other disposition is authorized by the affirmative vote of not less than a majority of the members voting on the transaction if the number of members voting to approve it constitute a majority of all the members of the Cooperative. The notice of such proposed sale, lease, or other disposition shall be contained in the notice of the meeting.

(c) Notwithstanding the foregoing, the Cooperative shall not have the right, authority or permission to sell lease, or dispose of any asset belonging to the Class A Members, or any of them, without the express written agreement of the Board of Supervisors of the affected Class A Member(s). Nothing in these Bylaws is intended to or shall be deemed to grant such authority to the Cooperative or its Board of Directors.

A special meeting may be called by the Board of Directors in compliance with applicable law where the approval of the members is necessary under this Article.

#### **ARTICLE XI. BYLAW CHANGES**

##### **Section 11.01 Bylaw Changes by the Board.**

Prior to the admittance of members to the Cooperative, the Bylaws shall be adopted, amended, or repealed by the Board of Directors. After the admittance of

members to the Cooperative, the Bylaws shall be adopted, amended, or repealed by the Board of Directors unless the action would:

(a) materially and adversely affect the rights or obligations of members as to voting, dissolution, redemption transfer, distributions, patronage distributions, patronage, property rights, or rights to repayment of contributed capital;

(b) increase or decrease the number of members or shares authorized in total or for any class;

(c) effect an exchange, reclassification, or cancellation of all or part of the memberships or shares;

(d) authorize a new class of memberships or shares;

(e) change the minimum or maximum number of Directors;

(f) extend the term of a Director beyond that for which the Director was elected or increase the terms of the Directors;

(g) allow all or any portion of the Directors to hold office by virtue of designation or selection rather than by election by the members;

(h) allow the Board to fill vacancies occurring in the Board by reason of the removal of Directors;

(i) eliminate the permanent seat of a Class A Member on the Board of Directors or amend or repeal any provision that expressly references Class A Members; or

(j) eliminate the requirement that the Board of Directors approve the budget of the Executive Committee.

**Section 11.02. Bylaw Changes by the Members.**

Where the Board of Directors is denied the right to adopt, amend, or repeal these Bylaws pursuant to Section 11.01 of these Bylaws, these Bylaws shall be adopted, amended, or repealed by approval of the members.

**CERTIFICATE OF SECRETARY OF CALIFORNIA BROADBAND COOPERATIVE, INC.**

I hereby certify that I am the duly elected and acting Secretary of this Cooperative and that the foregoing Bylaws constitute the Amended and Restated Bylaws of this Cooperative, as duly adopted by the Board of Directors on November 11, 2011.

Dated: November 11, 2011.

  
Michael Ort, Secretary



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 9, 2014

**Departments: Economic Development**

**TIME REQUIRED**

**SUBJECT** Reappointment of Tourism  
Commissioners

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Consider the reappointment of Mr. Andrew Jones and Mr. Steve Morrison to the Mono County Tourism & Film Commission so that they may continue representing District 3 and District 5 respectively, as well as county-wide tourism interests, until their new 4-year term expires on June 30, 2018.

---

### RECOMMENDED ACTION:

Reappoint Mr. Andrew Jones (District 3) and Mr. Steve Morrison (District 5) to the Mono County Tourism & Film Commission for a new 4-year term, ending June 30, 2018.

---

### FISCAL IMPACT:

None.

---

**CONTACT NAME:** Alicia Vennos

**PHONE/EMAIL:** 760-924-1743 / [avennos@mono.ca.gov](mailto:avennos@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:

Alicia Vennos - [avennos@mono.ca.gov](mailto:avennos@mono.ca.gov)

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Staff Report](#)

---

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/3/2014 5:06 PM	County Administrative Office	Yes
9/3/2014 5:08 PM	County Counsel	Yes
9/4/2014 10:41 AM	Finance	Yes



## **STAFF REPORT**

### **Mono County Board of Supervisors Regular Meeting – September 9, 2014**

**SUBJECT:** Reappointment of Andrew Jones (District 1) and Steve Morrison (District 5) to the Mono County Tourism & Film Commission (MCTFC).

**RECOMMENDATION:** Approval by the Board to reappoint Mr. Andrew Jones and Mr. Steve Morrison to the MCTFC so that they may continue representing District 1 and District 5 respectively, as well as county-wide tourism interests, until their 4-year term expires on June 30, 2018.

**BACKGROUND:** Mr. Jones and Mr. Morrison have both served on the MCTFC for over four years and bring invaluable experience, commitment and vision to the Commission and its goal of growing the county's Tourism product and associated economic impact.

**FISCAL IMPACT:** None



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 9, 2014

**Departments: Public Health**

**TIME REQUIRED**

**SUBJECT** Request for Approval to Recruit for  
WIC Program, Registered Dietician

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

A vacancy now exists in the Mono County Women, Infants and Children (WIC) Program for a Registered Dietician. This position is mandated by the California State WIC Program.

---

### RECOMMENDED ACTION:

That the Board of Supervisors approve the recruitment and hire of a Registered Dietician for the WIC Program.

---

### FISCAL IMPACT:

There is no general fund impact. The cost of this position is covered by the grant between Mono County WIC and California Department of Public Health, WIC Division. Salary cost for a .5 FTE is \$37,826, of which \$29,280 is salary and \$8,546 is benefits.

---

**CONTACT NAME:** Lynda Salcido

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

---

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

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Staff Report](#)

---

History



<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/4/2014 1:18 PM	County Administrative Office	Yes
9/4/2014 10:20 AM	County Counsel	Yes
9/4/2014 10:41 AM	Finance	Yes



MONO COUNTY HEALTH DEPARTMENT  
Public 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

September 4, 2014

**To:** Honorable Board of Supervisors

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

**Subject:** Request for approval to recruit for WIC Program, Registered Dietician

**Recommended Action:** Authorize Public Health Director to begin recruitment process for Women, Infants and Children's (WIC) Registered Dietician to fill the vacant position.

**Discussion**

The WIC Registered Dietician is a mandated position within the program as dictated by both Federal and State Regulations. This position performs essential registered dietician duties such as assessing nutritional status and maintaining the training and quality improvement activities within WIC. This position is a .5 FTE.

**Fiscal Impact**

No General Fund impact. Approximately \$37,826, consisting of \$29,280 in salary and \$8,546 in benefits. The entire amount is accounted for in the Health Department's FY 2014-2015 budget.

Thank you.

For questions regarding this item, please call Lynda Salcido at 760-924-1842.

Submitted by: \_\_\_\_\_  
Lynda Salcido, Public Health/EMS Director                      Date



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**      September 9, 2014

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT**              Tuolumne County Board of Supervisors  
                                 Regarding Sage Grouse

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Correspondence from Tuolumne County Board of Supervisors to the U.S. Fish and Wildlife Service expressing opposition to the proposed rule to list the bi-State distinct population segment of greater sage-grouse as threatened under the Endangered Species Act of 1973.

\*\*\*\*\*

**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:**

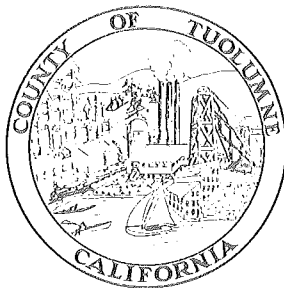
Click to download

[Tuolumne Ltr](#)

**History**

Time	Who	Approval
9/4/2014 9:01 AM	Clerk of the Board	Yes

Tuolumne County  
Administration Center  
2 South Green Street  
Sonora, California 95370



Alicia L. Jamar, *Chief Deputy  
Clerk of the Board of Supervisors*

Telephone: (209) 533-5521  
Facsimile: (209) 533-6549  
[www.tuolumnecounty.ca.gov](http://www.tuolumnecounty.ca.gov)

**BOARD OF SUPERVISORS  
COUNTY OF TUOLUMNE**

Sherrri Brennan, *First District*  
John L. Gray, *Fourth District*

Randy Hanvelt, *Second District*

Evan Royce, *Third District*  
Karl Rodefer, *Fifth District*

*September 2, 2014*

Public Comments Processing  
Attn: FWS-R8-ES-2013-0072  
U.S. Fish and Wildlife Service Headquarters  
MS:BPHC  
5275 Leesburg Pike  
Falls Church, VA 22041-3803

Re: Opposition to listing Sage Grouse as an Endangered Species

Dear U.S. Fish and Wildlife Service:

The Tuolumne County Board of Supervisors is opposed to the proposed rule to list the bi-State distinct population segment of greater sage-grouse as threatened under the Endangered Species Act of 1973. Although the data indicates an historical decrease in sage grouse population, the act of placing this species on an endangered species list may actually be detrimental to the ultimate goal of reversing this documented population trend.

The impacted states in partnership with local governments and landowners are best positioned to conserve sage grouse rather than the Endangered Species Act's regulatory powers of fines. They have engaged in cutting edge research using the states' wildlife agencies and university extension services to find out why the sage grouse numbers are declining and how to reverse it.

Too often, the listing of a species comes with regulatory actions which discourage landowners from making suitable habitat of the threatened species. Surveys show that landowners are more likely to conserve endangered species if their property rights and autonomy are respected and if they are compensated for their efforts. Any threat of fines would likely cause private landowners to rid their land of potentially regulated species and their habitats.

Admittedly, Tuolumne County does not have sage grouse habitat within its boundaries; however, the impacts of the sage grouse are similar to those of other species currently labeled as endangered. With an endangered species listing comes

restrictions and potential loss of access to land and decreased land value. It is for these reasons that the Tuolumne County Board of Supervisors is opposed to this proposed listing of the sage grouse and encourages local based solutions to reverse the population trends.

Sincerely,



EVAN ROYCE  
Chairman

cc: Dianne Feinstein, Senator  
Governor Jerry Brown  
Tom McClintock, Congressman, 4th District  
Tom Berryhill, Senator, 14th District  
Frank Bigelow, Assemblyman, 5th District  
Inyo County Board of Supervisors  
Mono County Board of Supervisors  
Modoc County Board of Supervisors  
Sierra County Board of Supervisors  
Rural County Representatives of California  
California State Association of Counties

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

ALICIA L. JAMAR  
Clerk of the Board

By: 



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 9, 2014

**Departments: Board of Supervisors**

**TIME REQUIRED** 30 minutes (15 minute presentation,  
15 minute discussion)

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Deb Schweizer, Inyo National Forest

**SUBJECT** Update on Inyo Forest Plan Revision  
and Environmental Process

### AGENDA DESCRIPTION:

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

Presentation by Deb Schweizer, Inyo National Forest providing an update on the Forest Plan Revision and environmental process.

### RECOMMENDED ACTION:

Conduct workshop on Forest Plan Revision with Deb Schweizer, Inyo National Forest. Provide any desired direction to staff.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Scott Burns

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

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

### SEND COPIES TO:

Deb Schweizer, Inyo National Forest, 351 Pacu Lane, Suite  
200, Bishop CA 93514

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

- [Staff Report](#)
- [Forest Service Revisions Part 1](#)
- [Forest Service Revisions Part 2](#)
- [Forest Service Revisions Part 3](#)

- [Attachment One](#)
- [Attachment Two](#)
- [Attachment Three](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/4/2014 3:09 PM	County Administrative Office	Yes
9/4/2014 3:10 PM	County Counsel	Yes
9/4/2014 3:11 PM	Finance	Yes

# Mono County Community Development Department

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P.O. Box 347  
Mammoth Lakes, CA 93546  
(760) 924-1800, fax 924-1801  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

P.O. Box 8  
Bridgeport, CA 93517  
(760) 932-5420, fax 932-5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

September 9, 2014

**TO:** Honorable Chair and Members of the Board of Supervisors

**FROM:** Scott Burns, Director

**RE:** FOREST PLAN WORKSHOP

## **RECOMMENDATION**

Receive workshop on Inyo Forest Plan Revision and environmental process, request an extension of the 30-day public scoping comment period, and provide any desired direction to staff.

## **FISCAL IMPACT**

Not applicable.

## **DISCUSSION**

A workshop has been scheduled with Deb Schweizer, Inyo National Forest, to review the status of the Inyo Forest Plan Revision, including the 30-day public scoping period initiated August 29, 2014. Forest Service staff is also conducting outreach this month to the June Lake Citizens Advisory Committee and applicable RPACs. In order to coordinate scoping comments with other entities and reflect feedback from communities, supervisors and supervisor-elects have suggested that an extension of the comment period would be beneficial.

Attached please find related information on the Forest Plan Revision and scoping process, along with staff comments from the past several months. Please give me a call at 760.924.1807 if you have questions concerning this matter.

## **ATTACHMENTS**

- Inyo Forest Plan Scoping Information
- August comment letter
- June comment letter
- January comment letter





United States  
Department of  
Agriculture

Forest  
Service

Pacific  
Southwest  
Region

Regional Office, R5  
1323 Club Drive  
Vallejo, CA 94592  
(707) 562-8737 Voice  
(707) 562-9240 Text (TDD)

RECEIVED

SEP - 2 2014

File Code: 1920

Date: August 25, 2014

## OFFICE OF THE CLERK

Dear Valued Stakeholder:

As “early adopters” of the 2012 Planning Rule, the Inyo, Sequoia, and Sierra National Forests will revise their land and resource management plans (forest plans), as amended. The existing forest plans have been amended several times since their approval, including the 2004 Sierra Nevada Forest Plan Amendment. We are beginning the National Environmental Policy Act (NEPA) process and analysis to revise these plans. This letter announces the start of the scoping period. The three early adopter forests are located primarily in the southern Sierra Nevada range in California, with some of the Inyo National Forest in the Great Basin and extending into Nevada. They encompass approximately 4.5 million acres and are administered by the United States Department of Agriculture (USDA), Forest Service (see the enclosed location map).

For the Sequoia National Forest, the Giant Sequoia National Monument Management Plan (Monument Plan), which amended the Sequoia Forest Plan in 2012, continues to govern management of the portion of the Sequoia National Forest located within the Giant Sequoia National Monument (Monument). The Monument Plan is a subset of the entire forest plan. The purpose of the current forest plan revision is to revise management direction for the rest of the forest outside of the Monument. The 1990 Mediated Settlement Agreement to the Sequoia National Forest Land Management Plan (MSA) states, “In the interim period between signing this Agreement and finalizing an amendment incorporating this Agreement into the Plan [Forest Plan], the Parties agree that the provisions of this Agreement shall be implemented according to the schedules indicated throughout this document.” A review was conducted to determine which of the provisions of the MSA have already been incorporated into amendments to the 1988 Sequoia Forest Plan. This review found that there are a number of provisions yet to be fully incorporated in amendments. Therefore, applicable provisions of the MSA will be addressed in the environmental analysis for forest plan revision.

### Background

As directed by the National Forest Management Act, the Forest Service is preparing revised forest plans for the Inyo, Sequoia, and Sierra National Forests under the 2012 Planning Rule. This plan revision requires preparation of an environmental impact statement (EIS). The Forest Service will prepare one EIS for the three national forests currently undergoing plan revision. The three forests share some landscapes, issues, and stakeholders. Consolidating in one EIS will help streamline the process for many stakeholders and help facilitate a



landscape-level approach to plan revision. We expect that one EIS will also help the agency complete plan revision within a reasonable timeframe and budget.

Although there will be one EIS for the three national forests, three separate forest plans will be produced, one for each national forest. Forest supervisors are the responsible officials for development and approval of forest plan revisions consistent with the direction and intent of the 2012 Planning Rule (36 CFR 219).

The Inyo, Sequoia, and Sierra National Forests will revise their forest plans to provide a framework for integrated resource management for the forest. The forest plans will guide future management activities toward desired conditions on the three national forests (for the Sequoia, only outside of the Monument). These revised plans will define the parameters for management activities. They will offer the flexibility to adapt project-level decisions to accommodate rapidly changing resource conditions.

### Purpose and Need

The National Forest Management Act and its implementing regulations contained in Chapter 36 of the Code of Federal Regulations, Section 219 (36 CFR 219), require that each national forest in the National Forest System have a land management plan that provides a framework for integrated resource management and for guiding project and activity decision-making. According to the National Forest Management Act, forest plans are to be revised on a 10- to 15-year cycle. The current forest plans for the Inyo, Sequoia, and Sierra National Forests were approved between 1988 and 1992 and are due for revision.

We have used science-based assessments and considered public and employee input to identify needed changes to existing forest plan direction. We have identified the following areas where changes are needed:

### Benefits to People and Communities

- There is a need to update plan direction to: support the long term sustainability of forest benefits to people and contributions to local economies, which come as a result of the many uses of National Forest System lands; to encourage the use of partnerships with private and public entities and tribal stewardship opportunities; and to improve communication and outreach to the public, including underrepresented populations.
- There is a need to update plan direction to move toward resilience of forests to climate change and fire, ensuring that they provide benefits to people.
- There is a need to modify plan components to maintain levels of forest product and biomass production that support an economically-viable forest products industry, and to encourage local hiring.

### Tribal Relations and Uses

- There is a need to include plan direction regarding tribal relations and uses to: help tribes maintain their culture and connection to the land; support economic opportunities in tribal communities; incorporate traditional ecological knowledge; and collaborate with the agency to meet restoration goals.

### Sustainable Recreation

- There is a need to update plan direction to improve recreation facilities, settings, opportunities and access and their sustainability; and to improve and protect scenic character, which contributes to people's recreation experience and sense of place.
- There is a need to proactively manage cultural resources to protect and improve the conditions of these resources and help connect people to the land.

### Fire

- There is a need to add plan direction to improve fire management to recognize climate change.
- There is a need to modify wildfire management areas and associated plan direction to increase the area where fuel reduction treatments occur, while also increasing the opportunity to use fire as a restoration tool, and to modify plan direction to maintain or restore fire as an ecosystem process, especially in riparian areas.
- There is a need to include plan direction that incorporates analyzing smoke tradeoffs to communities from prescribed fire or wildfire used to meet resource objectives and large, uncontrolled wildfire.

### Ecological Integrity

- There is a need to add plan direction to improve resilience of ecosystems to climate change.
- There is a need to modify plan direction to: increase the rate and extent of the land area where vegetation is being restored, decreasing the threat of large, undesirable fires; to sustain and increase local capacity to restore vegetation and reduce fuels; to add and modify plan direction specific to ecological integrity of eastside ecosystems that occur on the Inyo National Forest and small portions of the Sequoia National Forest; and to include plan direction for old forest, early seral habitat and subalpine and alpine systems.
- There is a need to modify plan direction for terrestrial ecosystems and fire, as described above, to increase the ability of forests to store and sequester carbon.
- There is a need to modify plan direction for aquatic and riparian ecosystems to maintain or improve the resilience of these ecosystems to climate change, fire, air pollution and invasive species, and to manage meadows holistically across individual resource areas, such as hydrology, soils, wildlife and vegetation.
- There is a need to identify in the plans watersheds that are a priority for restoration, and to modify plan direction to improve groundwater storage and to address water shortages and climate change in riparian systems.
- There is a need to modify plan direction to improve ecological conditions for the California spotted owl and to restore and maintain greater sage-grouse habitat on the Inyo National Forest. There is a need to incorporate new information and conservation practices into plan direction to contribute to the recovery of federally-listed species (including candidates and proposed) and to streamline project planning.
- There is a need to modify plan direction to prevent the establishment and spread of invasive species.

## Lands

- There is a need to incorporate lands acquired by the Inyo National Forest through the Nevada Enhancement Act into the forest plan.

## Designated Areas

- There is a need to: review existing plan direction for existing and recommended wilderness to determine if any updates are needed; to review existing plan direction for wild and scenic rivers to determine if any updates are needed; to include a management area for the Pacific Crest National Scenic Trail corridor and associated management direction; and to include management direction for national recreation trails.

## Proposed Action

The proposed action is to revise the existing forest plans for the Inyo, Sequoia, and Sierra National Forests, as amended, to address the needed changes. Desired conditions, strategies, standards, and guidelines have been developed to address the need to change areas. The detailed proposed action for the items that need to change is enclosed and can also be found on the Forest Plan Revision webpage at: <http://tinyurl.com/r5earlyadopters>. Though these needed changes are the primary drivers for revising these three forest plans, there will be other changes that occur. Existing plan direction that does not need to change will be converted as necessary to meet the definitions in the 2012 Planning Rule and will be brought forward into the revised plans. Some existing direction will necessarily be changed from one type of direction to another. Plan direction that is no longer needed because it duplicates or is in conflict with existing law, regulation, or policy; no longer applies; sets tasks that have been completed; or refer to timeframes that are now past will not be carried forward into the revised forest plans.

## Management Areas

Under the 2012 Planning Rule, management areas and geographic areas replace what was previously known as land allocations, management areas, and management prescriptions. The suitability of areas for uses and resource management activities will be determined, including identifying those lands suited for timber production.

## Designated Areas

**Wilderness:** For currently designated wilderness areas, existing management direction is being reviewed to determine if additional updates are needed. There may be new recommendations that result from the wilderness evaluations currently underway. More information on the wilderness inventory and evaluation process, including maps and instructions for providing feedback, can be found online at <http://www.fs.usda.gov/goto/r5/FPRWilderness>. Feedback submitted through this site will be used to inform the wilderness evaluations and are not considered formal scoping comments. The identification and evaluation of areas recommended for wilderness will be included as an appendix in the draft EIS for plan revision, and will be available for public review during the draft EIS comment period. If you have comments related to wilderness that you would like considered as part of scoping, please follow the instructions laid out below under the section "Public Comment Opportunity."

Wild and Scenic Rivers: The 66 miles of the San Joaquin, South Fork San Joaquin, North Fork San Joaquin, and Middle Fork San Joaquin River that the Sierra National Forest found suitable in previous planning efforts will continue to be managed as suitable and recommended wild and scenic river segments until such time as Congress designates them as additions to the National Wild and Scenic Rivers System. One mile of the south Fork Kern River that the Sequoia National Forest found suitable in previous planning efforts will continue to be managed as a suitable and recommended wild and scenic river until such time as Congress designates it as an addition to the National Wild and Scenic Rivers System. There may be new recommendations that result from the wild and scenic river evaluations currently underway. For the two newly designated wild and scenic rivers on the Inyo National Forest, the revised forest plan would include direction that is applicable to all wild and scenic rivers on the forest and would identify the process and timeline for finishing comprehensive river management plans and developing a final boundary. For rivers with existing comprehensive river management plans, existing management direction is being reviewed to determine if additional updates are needed.

There are three national recreation trails on the Inyo National Forest, two on the Sequoia National Forest outside of the Giant Sequoia National Monument, and five on the Sierra National Forest that will have direction added to the forest plans.

#### Lands

There is a need to develop plan direction for lands acquired by the Inyo National Forest through the Nevada Enhancement Act.

#### Monitoring Program

A monitoring program will be developed that meets the requirements of the 2012 Planning Rule and informs evaluation of the effectiveness of the revised forest plans. The monitoring program will consist of monitoring questions and associated indicators that address: (1) the status of select watershed conditions; (2) the status of select ecological conditions, including key characteristics, of terrestrial and aquatic ecosystems; (3) the status of focal species, selected to assess integrity of ecological systems and effects of management on ecological conditions; (4) the status of a select set of ecological conditions that contribute to the recovery of federally-listed threatened and endangered species, conserve proposed and candidate species, and maintain a viable population of species of conservation concern; (5) the status of visitor use, visitor satisfaction, and progress toward meeting recreation objectives; (6) measurable changes in the plan area related to climate change and other stressors that may be affecting the plan area; (7) progress toward meeting the desired conditions and objectives in the plan; and (8) the effects of each timber management system to determine that it does not substantially and permanently impair the productivity of the land. The monitoring program may include other monitoring questions and indicators that do not address these eight items, but which nevertheless inform the effectiveness of the plan. Monitoring programs will be designed within the financial and technical capabilities of the forests to implement. Capability will be expanded by coordinating with partners and the broader regional strategy currently under development.

### Alternatives to the Proposed Action

Other alternatives will be developed based on significant issues identified during scoping. All alternatives considered will need to address the purpose and need as described above.

### Nature of the Decision to Be Made

The EIS process will inform each Forest Supervisor's decision about which alternative best meets the need for quality land management under the 2012 Planning Rule and sustainable multiple-use management, as required by the National Forest Management Act and the Multiple-Use Sustained-Yield Act. This approach seeks to meet the diverse needs of people while protecting the sustainability of forest resources.

The revised forest plans will describe the strategic intent of managing the Inyo, Sequoia, and Sierra National Forests for the next 10 to 15 years. The revised forest plans will identify management and/or geographic areas and use five plan components to guide future project and activity decision-making: desired conditions, objectives, standards, guidelines, and suitability of lands. Each revised plan will also include a monitoring program. Responsible officials will determine whether to make new recommendations for wilderness and other designated areas.

This decision will not authorize project-level activities on the three forests. The authorization of project-level activities on each forest occurs through separate project-specific decision making. The designation of routes, trails, and areas for motorized vehicle travel is not considered during plan revision but addressed in a separate planning process on each forest. Certain issues (e.g., hunting regulations), although important, are beyond the authority or control of the three forests and will not be considered. In addition, some decisions and determinations, such as wild and scenic river suitability determinations, may not be undertaken at this time but addressed in separate processes.

### Public Comment Opportunity

We are seeking your comments on the proposed action to revise the forest plans for the Inyo, Sequoia, and Sierra National Forests. Please review the proposed action and send your comments to us so they may be considered in developing issues, developing alternatives, and analyzing those alternatives. We invite you to provide any substantive comments you might have regarding this proposed action. Substantive comments are those that are within the scope of the purpose and need for forest plan revision and the decision to be made, and are specific to the management direction proposed for the three early adopter forests. Please provide supporting reasons for us to consider.

The Forest Service will accept comments on the proposed action for forest plan revision for 30 days, following publication of the Notice of Intent (NOI) in the Federal Register. In addition, a notice will be published in the applicable newspapers of record (Inyo Register, Porterville Recorder, and Fresno Bee). However, the publication date of the NOI in the Federal Register is the official beginning of the scoping comment period.

It is the commenter's responsibility to ensure timely receipt of comments. Comments can be made easily on the forest plan revision webpage: <http://inynurl.com/r5earlyadopters>. Please

indicate if your comments are specific to all forests or are only specific to the Inyo, Sequoia, or Sierra National Forest. Electronic, e-mailed, written, facsimile, and hand-delivered comments will be accepted as well. Comments submitted with an e-mail message must be in a format such as plain text (.txt), rich text format (.rtf), Microsoft Word (.doc or .docx), or Adobe Portable Document Format (.pdf), and can be sent to [r5planrevision@fs.fed.us](mailto:r5planrevision@fs.fed.us) with Subject: **Forest Plan Revision**. If using an electronic message, a scanned signature is one way to provide verification. Written comments should be mailed to: Maria Ulloa, Forest Plan Revision, 1839 So. Newcomb Street, Porterville, CA 93257.

Comments received in response to this solicitation, including the names and addresses of those who comment, will become part of the public record for this project. Comments submitted anonymously will be accepted and considered. However, anonymous comments will not give the Forest Service the ability to provide these commenters with any subsequent analysis and decision documents. In cases where no identifiable name is attached to a comment, a verification of identity will be required for objection eligibility.

The decisions to approve the revised forest plans will be subject to the objection process identified in 36 CFR 219 Subpart B (219.50 to 219.62). According to 36 CFR 219.53(a), those who may file an objection are individuals and entities who have submitted substantive formal comments related to a plan revision during the opportunities provided for public comment during the planning process. Individuals or representatives of an entity submitting comments must sign the comments or verify identity upon request.

The forest plan revision team plans to hold the following public meetings during the scoping period:

6:00-8:00pm - Monday, September 15, Sierra National Forest, Holiday Inn, 5090 East Clinton Way, Fresno, CA

6:00-8:00pm - Tuesday, September 16, Sequoia National Forest, Supervisor's Office, 1839 South Newcomb Street, Porterville, CA

6:00-8:00pm - Thursday, September 18, Inyo National Forest, Tri-County Fairgrounds, Sierra Street & Fair Drive, Bishop, CA

#### Estimated Plan Revision Timeline

- Dec 2013 – Notice to Initiate plan revision published in the Federal Register.
- Aug 2014 – Notice of Intent published in the Federal Register and 30-day scoping process starts.
- Sep 2014 – Tribal Forums and Public Workshops.
- Nov 2014 – Tribal Forums and Public Workshops.
- Apr 2015 – Notice of Availability of a draft EIS published in the Federal Register and 90-day public comment period starts.
- May 2015 – Tribal Forums and Public Workshops.
- Mar 2016 – Notice of Availability of a final EIS published in the Federal Register and 60-day objection filing period starts.
- Sep 2016 – Final decisions signed by Forest Supervisors.

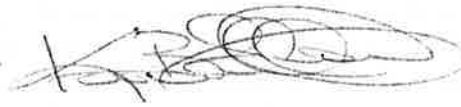
If you have any questions, please direct them to Mike Dietl at (707) 562-9121, or e-mail: [michaeldietl@fs.fed.us](mailto:michaeldietl@fs.fed.us). Information is also available at: <http://tinyurl.com/r5earlyadopters>.

Your comments are important to us and will help develop revised forest plans for the Inyo, Sequoia, and Sierra National Forests.

Sincerely,



EDWARD E. ARMENTA  
Forest Supervisor  
Inyo National Forest



KEVIN B. ELLIOTT  
Forest Supervisor  
Sequoia National Forest



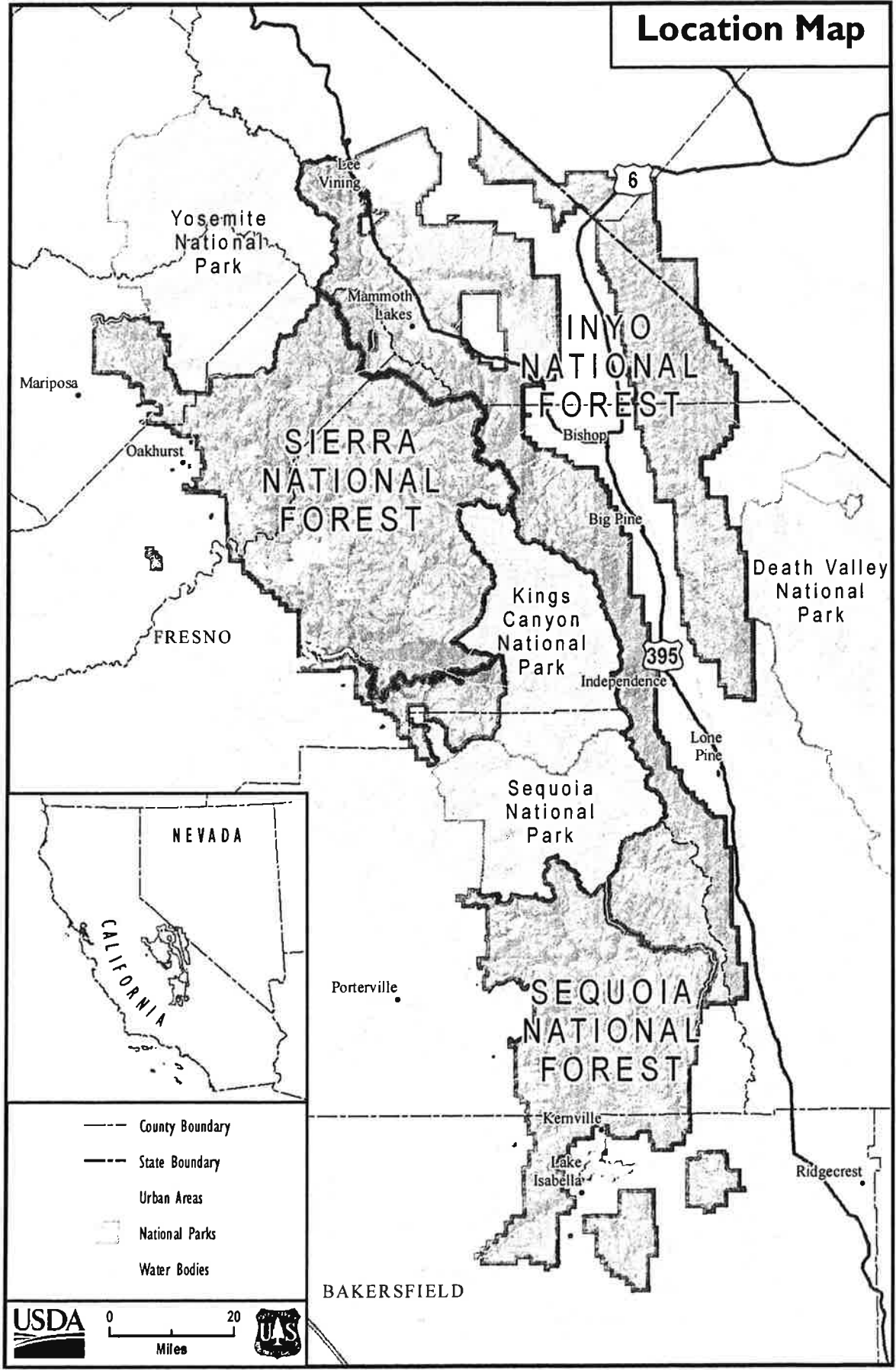
DEAN A. GOULD  
Forest Supervisor  
Sierra National Forest

Enclosures:

Proposed Action  
Location Map



# Location Map



Yosemite National Park

SIERRA NATIONAL FOREST

INYO NATIONAL FOREST

Death Valley National Park

Sequoia National Park

SEQUOIA NATIONAL FOREST

FRESNO

Kings Canyon National Park

NEVADA

- County Boundary
- State Boundary
- Urban Areas
- National Parks
- Water Bodies

0 20 Miles



[3410-11-P]

**DEPARTMENT OF AGRICULTURE**

**Forest Service**

**Plan Revisions for the Inyo, Sequoia and Sierra National Forests; California and Nevada**

**AGENCY:** Forest Service, USDA.

**ACTION:** Notice of intent to prepare an environmental impact statement.

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**SUMMARY:** As directed by the National Forest Management Act, the USDA Forest Service is preparing the revised land management plans (forest plans) for the Inyo Sequoia and Sierra National Forests. The agency will prepare a joint environmental impact statement (EIS) for these three revised plans. The revised forest plans will supersede existing forest plans previously approved by the responsible official on the Inyo National Forest in 1988, the Sequoia National Forest in 1988 and the Sierra National Forest in 1992. The existing forest plans have been amended several times since their approval, including the 2004 Sierra Nevada Forest Plan Amendment. The Giant Sequoia National Monument (Monument) Management Plan, which amends the land management plan for the Sequoia National Forest, will be incorporated as a subset of the Sequoia's revised forest plan. Provisions of the 1990 Mediated Settlement Agreement to the Sequoia National Forest Land Management Plan, applicable to National Forest System lands outside of the Monument, will be addressed in the EIS for forest plan revision. The existing forest plans, as amended, remain in effect until the revised forest plans are approved. The plans will be revised under the 2012 Planning Rule and will provide for

social, economic and ecological sustainability within Forest Service authority and the inherent capability of the plan area.

**DATES:** Comments concerning the proposed action in this notice will be most useful in the development of the draft revised forest plans and EIS if received by [insert date 30 days from date of publication in the **Federal Register**]. The draft EIS is expected in spring 2015. The final EIS is expected in spring 2016.

**ADDRESSES:** Please provide comments using the following website:

<http://tinyurl.com/r5earlyadopters>. We will also accept comments mailed to Maria Ulloa, Forest Plan Revision, 1839 So. Newcomb Street, Porterville, CA 93257 or emailed to [r5planrevision@fs.fed.us](mailto:r5planrevision@fs.fed.us). When providing comments, clearly indicate which forest or forests your comments apply to.

**FOR FURTHER INFORMATION CONTACT:** Mike Dietl, Plan Revision Team Leader, [michaeldietl@fs.fed.us](mailto:michaeldietl@fs.fed.us), 707-562-9121. Information on plan revision is also available at <http://tinyurl.com/r5earlyadopters>.

Individuals who use telecommunication devices for the deaf (TDD) may call the Federal Information Relay Service (FIRS) at 1-800-877-8339 between 8 a.m. and 8 p.m. Eastern Time, Monday through Friday.

#### **SUPPLEMENTARY INFORMATION:**

##### **Lead and Cooperating Agencies**

The USDA Forest Service is the lead agency. Inyo County is a designated cooperating agency in this plan revision effort.

##### **Responsible Officials**

The Forest Supervisor is the responsible official for plan revision on each forest.

Ed Armenta, Forest Supervisor, Inyo National Forest Service, 351 Pacu Lane, Suite 200, Bishop, CA 93514.

Kevin Elliott, Forest Supervisor, Sequoia National Forest, 1839 South Newcomb Street, Porterville, CA 93257.

Dean Gould, Forest Supervisor, Sierra National Forest Service, 1600 Tollhouse Road, Clovis, CA 93611.

### **Purpose and Need for Action**

The purpose is to revise the forest plans for the Inyo, Sequoia and Sierra National Forests as guided by the 2012 Planning Rule (36 CFR 219). According to the National Forest Management Act, forest plans are to be revised on a 10 to 15 year cycle. Current plans for the Inyo, Sequoia and Sierra National Forests were approved between 1988 and 1992 and are due for revisions. Responsible officials used science-based assessments and considered public and employee input to identify needed changes to existing plans. They have identified the following areas where changes are needed:

#### Benefits to People and Communities

There is a need to update plan direction to: support the long term sustainability of forest benefits to people and contributions to local economies, which come as a result of the many uses of National Forest System lands; to encourage the use of partnerships with private and public entities and tribal stewardship opportunities; and to improve communication and outreach to the public, including underrepresented populations.

There is a need to update plan direction to move toward resilience of forests to climate change and fire, ensuring that they provide benefits to people.

There is a need to modify plan components to maintain levels of forest product and

biomass production that support an economically-viable forest products industry, and to encourage local hiring.

#### Tribal Relations and Uses

There is a need to include plan direction regarding tribal relations and uses to: help tribes maintain their culture and connection to the land; support economic opportunities in tribal communities; incorporate traditional ecological knowledge; and collaborate with the agency to meet restoration goals.

#### Sustainable Recreation

There is a need to update plan direction to improve recreation facilities, settings, opportunities and access and their sustainability; and to improve and protect scenic character, which contributes to people's recreation experience and sense of place.

There is a need to proactively manage cultural resources to protect and improve the conditions of these resources and help connect people to the land.

#### Fire

There is a need to add plan direction to improve fire management to recognize climate change.

There is a need to modify wildfire management areas and associated plan direction to increase the area where fuel reduction treatments occur, while also increasing the opportunity to use fire as a restoration tool, and to modify plan direction to maintain or restore fire as an ecosystem process, especially in riparian areas.

There is a need to include plan direction that incorporates analyzing smoke tradeoffs to communities from prescribed fire or wildfire used to meet resource objectives and large, uncontrolled wildfire.

### Ecological Integrity

There is a need to add plan direction to improve resilience of ecosystems to climate change.

There is a need to modify plan direction to: increase the rate and extent of the land area where vegetation is being restored, decreasing the threat of large, undesirable fires; to sustain and increase local capacity to restore vegetation and reduce fuels; to add and modify plan direction specific to ecological integrity of eastside ecosystems that occur on the Inyo National Forest and small portions of the Sequoia National Forest; and to include plan direction for old forest, early seral habitat and subalpine and alpine systems.

There is a need to modify plan direction for terrestrial ecosystems and fire, as described above, to increase the ability of forests to store and sequester carbon.

There is a need to modify plan direction for aquatic and riparian ecosystems to maintain or improve the resilience of these ecosystems to climate change, fire, air pollution and invasive species, and to manage meadows holistically across individual resource areas, such as hydrology, soils, wildlife and vegetation.

There is a need to identify in the plans watersheds that are a priority for restoration, and to modify plan direction to improve groundwater storage and to address water shortages and climate change in riparian systems.

There is a need to modify plan direction to improve ecological conditions for the California spotted owl and to restore and maintain greater sage-grouse habitat on the Inyo National Forest. There is a need to incorporate new information and conservation practices into plan direction to contribute to the recovery of federally-listed species (including candidates and proposed) and to streamline project planning.

There is a need to modify plan direction to prevent the establishment and spread of invasive species.

#### Lands

There is a need to incorporate lands acquired by the Inyo National Forest through the Nevada Enhancement Act into the forest plan.

#### Designated Areas

There is a need to: review existing plan direction for existing and recommended wilderness to determine if any updates are needed; to review existing plan direction for wild and scenic rivers to determine if any updates are needed; to include a management area for the Pacific Crest National Scenic Trail corridor and associated management direction; and to include management direction for national recreation trails.

#### **Proposed Action**

The proposed action is to revise the existing forest plans for the Inyo, Sequoia and Sierra National Forests, as amended. Plan revision creates a new plan for the entire plan area, whether the revised plan differs to a small or large extent from the prior forest plan. In this plan revision effort, plans will be revised to meet the requirements of the 2012 Planning Rule and to address the needed changes identified above. A detailed document that complements the following proposed action is available at

<http://tinyurl.com/r5earlyadopters>. Proposed changes include the following:

#### General

Existing direction that is carried forward into revised plans would be converted to 2012 Planning Rule language. This would result in some existing standards and guidelines being changed to other plan components. Plan components that are no longer needed

because compliance is already required as a matter of law, regulation, or policy, or that conflict with current national policy would be removed. Plan components that no longer apply, set tasks that have been completed, or refer to timeframes that are now past would be removed.

Changes would be made to some standards and guidelines from the 2004 Sierra Nevada Forest Plan Amendment (SNFPA). These standards and guidelines are referenced using SNFPA and the standard and guideline number (e.g., SNFPA 4). Specific changes are discussed in the appropriate sections below.

Current land allocations, management areas and management prescriptions would generally stay the same except as described in the sections below. Under the 2012 Planning Rule, management and/or geographic areas will replace what was previously known as land allocations, management areas and management prescriptions.

The Forest Service Pacific Southwest Region and Pacific Southwest Research Station have reviewed and incorporated the latest climate change research and modeling from the Intergovernmental Panel on Climate Change and the U.S. Climate Change Science Program to deduce likely present and future impacts to the forests of the Sierra Nevada. Their results show a general increase in temperatures, resulting in longer fire seasons and less snowpack, which melts earlier in the year. Where appropriate, plan components would be adjusted to recognize considerations of climate change.

#### Benefits to People and Communities

Desired conditions, guidelines and other plan content would be included to support the long term sustainability of forest benefits to people and forest contributions to local and tribal economies, including multiple uses. This direction includes resilience and



sustainability to climate change of ecosystems that provide benefits and multiple uses to people.

A section would be added to the plan that provides management direction for interpretation and education. This does not exist in the current forest plans. Desired conditions, guidelines and other plan content would be included for communicating and outreaching to residents and visitors.

Partnerships with private, public and tribal entities would be encouraged in the plan and associated plan components would be developed.

#### Timber

Desired conditions would be added to ensure that predictable forest product yields support economic stability sufficient to maintain local industry infrastructure for use in vegetation restoration, and that forest products are produced in a sustainable manner, improving forest conditions and contributing to local community stability. Standards and guidelines would be added that address reforestation and the range of purposes for which timber harvest may occur, such as timber production, salvage and ecological restoration. Other plan content would be added that encourages the use of local forest products workforces and the use of tools such as stewardship contracts to improve the economic feasibility of vegetation management projects across large landscapes and social, economic and ecological sustainability.

#### Tribal Relations and Uses

A section would be added to the plan that provides management direction for tribal relations and uses. This does not currently exist in the forest plans. Desired conditions and other plan content would be included that incorporate traditional tribal ecological

knowledge, cultural viewpoints and considerations in forest management; that emphasize working with tribes to develop and implement projects, through stewardship contracting and other mechanisms; and that recognize the value of incorporating traditional ecological knowledge into project development and implementation.

Desired conditions and other plan content would be integrated throughout other parts of the plan to incorporate tribal considerations in resource management. Direction would be added to require communication and collaboration with tribal leadership during fire incident management.

Consideration would be given to defining and designating cultural management areas for sacred sites, areas of cultural and religious sensitivity, traditional cultural properties and significant concentrations of cultural properties.

#### Sustainable Recreation

The plan would be updated to reflect the guiding principles, goals and focus areas from the Forest Service National Framework for Sustainable Recreation. This includes updating or developing plan components to guide forest management in a way that sustainably:

- Connects people with their natural and cultural heritage;
- Promotes social and economic community well-being using a place-based model for recreation planning;
- Emphasizes working with partners and volunteers to help meet public needs and expectations, including the needs of youth and underserved communities;
- Provides a diverse range of quality natural and cultural recreation opportunities and settings;

- Restores and protects the natural, cultural and scenic environment, focusing on special places that are highly valued landscapes or sites;
- Promotes citizen stewardship through interpretive services and conservation education; and
- Emphasizes effective and adaptive communication in an ever-changing world.

Recreation Opportunity Spectrum (ROS) classes would be modified, as appropriate, to represent sustainable recreation settings that reflect current management or recreation activities and conditions and future use.

The Visual Management System (VMS) used in the existing forest plan would be converted to the Scenery Management System (SMS) resulting in scenic integrity objectives. The SMS supports a place-based planning approach that recognizes the value of both natural and cultural features in the landscape.

Desired conditions and other plan content for working with partners would be incorporated to demonstrate that they are integral to program of work planning and conducting sustainable recreation activities.

Plan components would be developed to focus agency efforts on each forest's distinctive recreation roles and contributions.

### Cultural Resources

Desired conditions, guidelines and other plan content would be added or updated that emphasize the role that the forest plays in connecting people to their cultural heritage, offering cultural resource-based recreation and tourism opportunities and sustaining treasured places.

Desired conditions, guidelines and other plan content would be added or updated that

emphasize the importance of strategic partnerships to protect the sustainability of cultural resources and promote citizen stewardship.

Consideration would be given to defining and designating cultural management areas for sacred sites, areas of cultural and religious sensitivity, traditional cultural properties and significant concentrations of cultural properties.

### Fire

The current management areas for wildland urban interface (WUI) defense and threat zones from the SNFPA would be changed to a risk-based protection zone approach, which would focus fuel reduction treatments on conditions that threaten communities and assets. These protection zones would be complemented by two new zones that cover the remaining adjacent National Forest System lands, where increased opportunities for managing wildfires for ecological benefits would occur. The use of fire as a restoration tool would be emphasized in inaccessible and steeper areas where mechanical fuel and restoration treatment would be difficult or is prohibited. Proposed modification of some vegetation and wildlife standards and guidelines aligned with these zones are intended to better manage the threat of wildfire impacts to communities and other at-risk natural resource values. As a risk-based approach, these zones change over time as fuels conditions change from restoration treatments and wildfires and as there are new or changed communities, assets, or natural resource values.

The four proposed zones are:

1. Community Wildfire Protection Zone: Conditions currently put communities and community assets at very high risk. This would replace the WUI defense zone.

Emphasis would be placed on mechanical and hand treatments to yield desired fire

behavior conducive to more effective fire suppression. Prescribed burning is also used, especially to maintain previously treated areas. The use of wildfire to increase ecosystem resilience and provide ecological benefits is very limited.

2. **General Wildfire Protection Zone:** Conditions currently put communities, community assets and natural resource values at high risk of loss from wildfire. This would replace the WUI threat zone, but recognizes that fires from greater distances can threaten these areas, in part a result of climate change. This zone adds natural resource values, and the area is increased. Emphasis would be placed on mechanical and hand treatments to yield desired fire behavior conducive to more effective fire suppression and retention of desired conditions for natural resources. The use of wildfire to increase ecosystem resilience and provide ecological benefits is limited.
3. **Wildfire Restoration Zone:** Conditions currently put communities, community assets, watersheds and natural resource values at moderate risk of loss from wildfire. Wildfire could be used to increase ecosystem resilience and provide ecological benefits when conditions allow. Strategically located mechanical treatments and/or prescribed burning, where feasible, may be a necessary precursor to the reintroduction of wildfire to achieve desired conditions. Strategically located treatments increase the opportunity to manage wildfires to achieve desired conditions.
4. **Wildfire Maintenance Zone:** Conditions currently put communities, community assets, watersheds and natural resource values at low risk of loss from wildfire, and many natural resources would benefit from wildland fire. Due to low risk, wildfires are expected to be used as often as possible to maintain ecosystem resilience and provide ecological benefits when conditions allow. Mechanical treatments and/or

prescribed burning, where feasible, are used to complement wildfire to achieve desired conditions.

Desired conditions and SNFPA 1-11 would be modified to incorporate the four zone approach. In the Protection Zones, plan components would be geared toward safe firefighting and protecting assets (e.g., structures and powerlines) and natural resources. In the Restoration and Maintenance Zones, plan components would emphasize effects of fire on natural resources and would be geared toward desired conditions for ecological resilience and integrity. New plan components would emphasize fire behavior and the effects on resources (e.g., habitat or timber) in terms of severity (e.g., the number of trees killed).

#### Air Quality

Desired conditions, guidelines, standards and other plan content would be added to allow for improved coordination with air quality regulators and with communities and to provide for a transparent analysis and clear communication regarding smoke tradeoffs from prescribed fire or wildfire used to meet resource objectives and large, uncontrolled wildfire. Other plan content would be added to consider smoke impacts to downwind communities.

#### Terrestrial Ecosystems

Within the Community and General Wildfire Protection Zones, to reflect the intent of the new planning rule, some standards and guidelines from the SNFPA would be converted to or replaced with desired conditions and other plan content.

Current general desired conditions would be replaced with specific, quantitative desired conditions based on ecological sustainability. Prescriptive elements on vegetation

management (SNFPA 1-12 and 17-19) would be replaced with desired conditions and other plan content aimed at restoring ecological integrity and sustainability. Desired conditions would incorporate references to new science (e.g., General Technical Report 220 and 237) that better reflect resilience to fire, drought and climate change and heterogeneity beneficial to wildlife. Vegetation desired conditions would be made more specific by describing ecological outcomes as a numerical range. The importance of fire as an ecological process in vegetation types adapted to fire (e.g., mixed conifer and Jeffrey pine) would be included.

A strategy would be added that emphasizes planning and implementing projects at the landscape scale (5,000 to 100,000 acres) to increase the effectiveness and efficiency of restoring ecological resilience to fire, drought and climate change. Locations and types of restoration treatments (e.g. thinning or controlled burning) would occur within these larger areas to influence changes in effects of wildfires.

Plan components and other plan content would be added or updated for all major eastside vegetation types on the Inyo National Forest, and small portions of the Sequoia National Forest, including sagebrush, pinyon-juniper, desert shrub, and eastside oak.

Desired conditions and other plan content would be added that recognize the importance of perennial grasses in eastside ecosystems and the role they play in resilience to non-native grass invasion and resilience to fire.

The existing old forest emphasis area land allocation and desired conditions from the SNFPA would be removed because the desired conditions are general and lack specific information on desired levels of large and old trees. Forest-wide desired conditions for old forest would be added that describe desired large tree densities and the proportion of

the landscape containing old forest characteristics.

Desired conditions would be added to recognize complex early seral habitat as an important component to ecological sustainability, describing the desired proportions on the landscape, large snag and log densities and shrub cover amounts. Desired conditions would be added that integrate all ecological components of complex early seral habitat. Plan content would be added that addresses landscape consideration of the distribution and proportion of complex early seral habitats, including connectivity. A standard that addresses retention of some areas post fire with minimal resource management intervention would be added.

Desired conditions and other plan content would be added to address ecological sustainability of subalpine and alpine ecosystems omitted in earlier plans. This includes components to address threats to high elevation white pines from blister rust and bark beetle.

Desired conditions would be added for blue oak woodlands to support existing standards and guidelines from the SNFPA.

#### Aquatic and Riparian Ecosystems

Plan components would be added and modified to better restore, maintain and increase the resilience of aquatic and riparian ecosystems to climate change, fire, ozone and nitrogen depositions.

The term riparian conservation objective (RCO) would be dropped to avoid confusion with the 2012 Planning Rule plan component called objectives. The spirit and intent of the original RCOs would remain in other plan components. The standards and guidelines organized under RCOs would be mostly retained and reorganized. More specifically,



SNFPA 91 would be modified to include the definition of riparian conservation areas, and by removing the need for a specific RCO analysis. SNFPA 92 and 93 would be removed, because they concern the RCO system and their intent is captured elsewhere in plan components and existing law.

SNFPA 109 and 111 would be replaced with other plan content to improve resilience of riparian ecosystems to fire, drought and climate change. This change would allow for increased flexibility with prescribed fire and mechanical treatment and/or hand treatments in riparian conservation areas and critical aquatic refuges where appropriate. Although the new language would emphasize more flexibility to treat in riparian areas, activities would need to be designed considering desired conditions, ensure the protection of at-risk species, and meet all necessary protection measures for water and soil.

Desired conditions would be updated for meadows to reflect an integration of vegetation, soils, hydrology and wildlife conditions. Guidelines would be added to address the ecological integrity of meadows and their connection to groundwater. Guidelines currently in place for the Inyo National Forest have replaced SNFPA 120 and 121 to further allow for an integrated ecological approach to meadow management on that forest.

New guidelines would be included to protect the spring environment and to maintain and restore native species and the ecological integrity of these systems.

#### Water Resources

The contribution of the national forests to water quantity and quality in California would be recognized in the plans. Plan components would be added to address the effect of climate change and drought on water quantity.

Management direction would be added to ensure compliance with new proposed groundwater directives and to further address water shortages and climate change in riparian systems.

SNFPA 106 would be modified to include language that better evaluates diversion of water on National Forest System land, including Federal Energy Regulatory Commission relicensing projects. The new language would promote collaboration with other entities involved in the hydropower relicensing process and other water use negotiations. These changes address public feedback and the need to account for climate change and threats to water quality. The changes would also address trends with drought.

The Watershed Condition Framework would continue to move forward. Priority watersheds have been identified and these would continue to be a focus for improving water quality, watersheds and aquatic and riparian ecosystem conditions.

#### At-Risk Species

SNFPA 53, 54, 98 and 114 which are specifically related to the three newly listed federal threatened and endangered amphibian species (Yosemite toad, Sierra Nevada yellow-legged frog and the northern distinct population segment of the mountain yellow-legged frog) would be retained but would incorporate clarifications resulting from consultation with the U.S. Fish and Wildlife Service.

Actions listed in recovery plans and conservation strategies would be considered in developing plan components that could contribute to the recovery of federally-listed species.

Existing management areas and direction for California spotted owl and northern goshawk protected activity centers and spotted owl home range core areas would be

retained with clarifications and alignment of plan components. No substantive changes would be made with the following exceptions:

- Updating and clarifying the desired conditions and other plan components for these areas based on information from the California spotted owl new interim guidelines and conservation assessment, when they are available.
- Changing some standards and guidelines within the Community Wildfire Protection Zone and the General Wildfire Protection Zone to better balance the need to provide key habitat with managing the threat of wildfire impacts to communities and other values at risk. This would include minor changes to SNFPA 73 and converting and clarifying direction related to limited operating periods in SNFPA 75, 76 and 77 to guidelines.
- Adding plan content and updating and clarifying standards and guidelines to include opportunities for adaptive management related to the amount of protected activity centers that can be treated mechanically (SNFPA 80 and 81) and with prescribed burning (SNFPA 78 and 79).

Direction for the Southern Sierra Fisher Conservation Area (SNFPA 90) and fisher den sites (SNFPA 85-87) would be retained with clarifications and alignment of plan components. No substantive changes would be made, pending completion of the Southern Sierra Fisher Conservation Strategy. These management areas and associated direction would be updated or changed considering information from the conservation strategy. Other plan components in other resource areas would be aligned as needed. Direction for Bi-State sage-grouse management from the Inyo National Forest Sage-Grouse Interim Management Policy, portions of the Humboldt Toiyabe National Forest

Sage-Grouse Plan Amendment and strategies from the Rocky Mountain Research Station-led conservation strategy on habitat restoration and fire resilience would be added. Plan components and other plan content would be added to conserve sage-grouse habitat.

A list of preliminary at-risk species was identified in each forest's assessment report. During the analysis of alternatives, plan components related to ecosystem integrity and ecosystem diversity will be examined to determine if direction for ecological integrity and ecosystem diversity or for special habitats is sufficient or if additional, species-specific plan components are needed for federally-recognized threatened, endangered, proposed or candidate species or for species of conservation concern.

#### Invasive Species

The existing standards and guidelines specific to noxious weed management (SNFPA 36-49) would be clarified and reorganized into desired conditions, guidelines and other plan content that address terrestrial and aquatic invasive species, including noxious plants.

#### Lands

Plan components with management direction for lands acquired by the Inyo National Forest through the Nevada Enhancement Act would be added.

#### Designated Areas

Wilderness: The 15,110 acres of the Moses Recommended Wilderness on the Sequoia National Forest, recommended in the Giant Sequoia National Monument Plan, would continue to be managed as recommended wilderness until such time as Congress designates it as an addition to the National Wilderness Preservation System. There may be new recommendations that result from the wilderness evaluations currently underway.

Wild and Scenic Rivers: The 66 miles of the San Joaquin, South Fork San Joaquin, North Fork San Joaquin and Middle Fork San Joaquin River segments that the Sierra National Forest found suitable in previous planning efforts would continue to be managed as suitable and recommended wild and scenic river segments until such time as Congress designates them as additions to the National Wild and Scenic Rivers System. One mile of the south Fork Kern River segment that the Sequoia National Forest found suitable in previous planning efforts will continue to be managed as a suitable and recommended wild and scenic river until such time as Congress designates it as an addition to the National Wild and Scenic Rivers System. There may be new recommendations that result from the wild and scenic river evaluations currently underway. For the two newly designated wild and scenic rivers on the Inyo National Forest, the revised forest plan would include direction that is applicable to all wild and scenic rivers on the forest and would identify the process and timeline for finishing comprehensive river management plans and developing a final boundary.

Pacific Crest National Scenic Trail (PCT): The PCT corridor would be identified as a management area and plan components would be added to protect the recreation experience and scenery resources along the PCT. Identification of the PCT corridor and associated direction does not currently exist in forest plans.

National Recreation Trails: Desired conditions, standards, guidelines and other plan content would be added to protect the recreation experience and scenery resources along the national recreation trails on each forest. There are three national recreation trails on the Inyo National Forest, two on the Sequoia National Forest outside the Giant Sequoia National Monument and five on the Sierra National Forest. This direction does not

currently exist in forest plans.

Other Designated Areas: Other designated areas would continue to be managed for their designations under current management direction. No new designation areas are being recommended at this time.

### Plan Monitoring Program

A monitoring program will be developed that meets the requirements of the 2012 Planning Rule and informs evaluation the effectiveness of forest plans. The monitoring program consists of monitoring questions and associated indicators that address the following eight items: (1) the status of select watershed conditions; (2) the status of select ecological conditions, including key characteristics, of terrestrial and aquatic ecosystems; (3) the status of focal species, selected to assess integrity of ecological systems and effects of management on ecological conditions; (4) the status of a select set of ecological conditions that contribute to the recovery of federally-listed threatened and endangered species, conserve proposed and candidate species and maintain a viable population of species of conservation concern; (5) the status of visitor use, visitor satisfaction and progress toward meeting recreation objectives; (6) measurable changes on the plan area related to climate change and other stressors that may be affecting the plan area; (7) progress toward meeting the desired conditions and objectives in the plan; and (8) the effects of each timber management system to determine that they do not substantially and permanently impair the productivity of the land. Additionally, the monitoring program may include other monitoring questions and indicators that do not address these eight items but which inform effectiveness of the plan. Monitoring programs will be designed within the financial and technical capabilities of the forests. Capability will be expanded

by coordinating with partners and through the broader regional strategy currently under development.

#### Other Requirements and Plan Content

As part of plan revision, the Inyo, Sequoia and Sierra National Forests will also:

- Identify the suitability of areas for the appropriate integration of resource management and uses, including identifying lands not suitable for timber production;
- Identify the maximum quantity of timber that may be removed from the plan area;
- Coordinate with the Regional Forester to identify the species of conservation concern for the plan area;
- Describe the plan area's distinctive roles and contributions within the broader landscape;
- Contain information reflecting proposed and possible actions that may occur on the plan area during the life of the plan;
- Consider including optional content, such as potential management approaches or strategies and partnership opportunities or coordination activities.

#### **Nature of Decision to Be Made**

The Inyo, Sequoia and Sierra National Forests are preparing an EIS to revise their current forest plans. The EIS process will inform each Forest Supervisor's decision about which alternative best meets the need for quality land management under the 2012 Planning Rule and the sustainable multiple-use management concept, as required by the National Forest Management Act and the Multiple-Use Sustained-Yield Act. This concept seeks to meet the diverse needs of people while protecting forest resources.

Each Forest Supervisor will be signing a Record of Decision. Having one EIS is expected to help the agency gain efficiencies and complete plan revision within a reasonable timeframe and budget. The three forests share some landscapes, issues and stakeholders. Consolidating under one EIS will help streamline the process for some stakeholders and helps facilitate a landscape-level approach to plan revision.

The revised forest plans will describe the strategic intent of managing the Inyo, Sequoia and Sierra National Forests for the next 10 to 15 years. The revised forest plans will identify management and/or geographic areas and use five plan components to guide future project and activity decision making: desired conditions, objectives, standards, guidelines and suitability of lands. Each revised plan will include other required content, such as a monitoring program. Responsible officials will determine whether to make new recommendations for wilderness and other designated areas.

This decision will not authorize project-level activities on the three forests. The authorization of project-level activities on each forest occurs through subsequent project-specific decision making. The designation of routes, trails and areas for motorized vehicle travel is not considered during plan revision but addressed in separate analysis processes on each forest. Certain issues (e.g., hunting regulations), although important, are beyond the authority or control of the three forests and will not be considered. In addition, some decisions and determinations, such as wild and scenic river suitability determinations, may not be undertaken at this time but will be addressed in separate processes.



## **Public Involvement**

The Inyo, Sequoia and Sierra National Forest plan revision team has provided multiple ways for the public, other agencies and tribes to contribute ideas about how current forest plans need to change or be improved. Public involvement began in earnest in 2012.

Formal and informal meetings, letters, e-mails, phone calls, newspaper announcements and postings to the Pacific Southwest Region and forest websites were used to share and gather information and encourage participation. Plan revision team members gave presentations, went to the field and met with individuals and groups. Information collected from the public was used to identify needed changes in the current forest plans and desired conditions.

The forests will continue regular and meaningful consultation and collaboration with tribal nations on a government-to-government basis to address issues that significantly or uniquely affect their communities.

The forests will continue to collaborate with interested members of the public, as well as federal and state agencies, local governments and other organizations.

## **Applicable Planning Rule**

Preparation of the revised forest plans for the Inyo, Sequoia and Sierra National Forests began with the publication of the Notice of Initiation in the **Federal Register** on December 26, 2013 [78 FR 78326] and was initiated under the planning procedures contained in the 2012 Planning Rule (36 CFR 219 (2012)).

## **Scoping Process**

This notice of intent initiates the 30-day scoping process which guides the development of

the EIS. The purpose of this process is to determine the scope of issues to be addressed and to identify the significant issues related to the proposed action. Public meetings and tribal forums to gather input on the proposed action will be held in September 2014. Additional materials, as well as the dates, times and locations of these meetings can be found at <http://tinyurl.com/r5earlyadopters>. It is important that reviewers provide their comments in a time and manner useful to the agency's preparation of the EIS. Therefore, comments should be provided prior to the close of the scoping period and should clearly articulate the reviewer's concerns and contentions. Reviewers should clearly identify which forest or forests each of their comments applies to. The submission of timely and specific comments can affect a reviewer's ability to participate in subsequent administrative or judicial review. Comments received in response to this solicitation, including names and addresses of those who comment, will become part of the public record for this proposed action. Comments submitted anonymously will be accepted and considered, however, see the section below concerning the objection process and the requirements for filing an objection.

**Decision Will Be Subject to Objection**

The decisions to approve the revised forest plans will be subject to the objection process identified in 36 CFR 219 Subpart B (219.50 to 219.62). According to 36 CFR 219.53(a), those who may file an objection are individuals and entities who have submitted substantive formal comments related to a plan revision during the opportunities provided for public comment during the planning process.

/s/ Barnie T. Gyant

August 20, 2014

Deputy Regional Forester, Pacific Southwest Region



United States Department of Agriculture

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# Detailed Proposed Action in Support of the Need to Change Items in the Notice of Intent for Forest Plan Revision for the Inyo, Sequoia and Sierra National Forests



Forest  
Service

Pacific Southwest  
Region

R5-MB-276

August 2014

**Detailed Proposed Action in Support of the Need to Change Items in the Notice of Intent in Support of the Need to Change Items in the Notice of Intent for Forest Plan Revision for the Inyo, Sequoia and Sierra National Forests**

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# Introduction

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This document provides detail to the Notice of Intent filed in the Federal Register for plan revision for the Inyo, Sequoia and Sierra National Forests, specifically the “Proposed Action” section. Included here are potential plan components for the topic areas where change is proposed, including desired conditions, standards and guidelines. Unless otherwise specified, these plan components would apply to each individual forest plan. The proposed action makes changes to some standards and guidelines from the Sierra Nevada Forest Plan Amendment (SNFPA). Under SNFPA, standards and guidelines were combined. Under the 2012 Planning Rule, standards and guidelines are separate and distinct plan components. These changes are noted specifically by number in the Notice of Intent. The other plan components of objectives and suitability of lands are not determined at this time but will be developed when alternative are developed. In addition to plan components, strategies are included that may be used to achieve desired conditions.

## Management and Geographic Areas

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Management and Geographic Areas are still under development. Some will be brought forward from the Sierra Nevada Forest Plan Amendment and Forest Plan. Some will not be brought forward because they are no longer needed or are replaced by forest-wide direction. Some will be brought forward with updates. Areas currently proposed for change are listed below:

1. For fire management, a risk assessment will be used to inform the creation of a series of strategic wildfire management zones that cover the entire forest and will be used to provide direction for managing wildfires and prioritizing fuels and restoration treatments. Where the risks are the highest, the wildland urban interface (WUI) Defense and Threat Zones from the Sierra Nevada Forest Plan Amendment will be replaced with a Community Wildfire Protection Zone and a General Wildfire Protection Zone. The remainder of the forest where there is less threat from wildfire to communities and sensitive resources will be separated into two strategic wildfire management zones called the Wildfire Restoration and Wildfire Maintenance Zones. The risk analysis with a process to provide updates throughout time to account for changing conditions is still being developed. Currently the four zones are described as follows:
  - **Community Wildfire Protection Zone:** Conditions currently put communities and community assets at very high risk of damage from wildfire.
  - **General Wildfire Protection Zone:** Conditions currently put communities, community assets, and natural resource values (watersheds, habitat, timber) at high risk of damage from wildfire.
  - **Wildfire Restoration Zone:** Conditions currently put communities, community assets, watersheds and natural resource values at moderate risk of damage from wildfire.
  - **Wildfire Maintenance Zone:** Conditions currently are such that communities, community assets, watersheds and natural resource values are at low risk of damage from wildfire and many natural resources would benefit from wildland fire.

2. Some management direction related to vegetation and fuels management in the Community and General Wildfire Protection Zones will be replaced with more descriptive desired conditions and updated standards and guidelines to facilitate increasing the pace and scale of ecological restoration to reduce wildfire risks.
3. Additional management areas will be incorporated based on information identified in the conservation strategies for the fisher and interim guidelines and conservation assessment for the California spotted owl that are currently being developed.
4. The existing Old Forest Emphasis Area land allocation will not be carried forward. The existing general desired conditions for old forest are updated and old forests are addressed better in some of the major vegetation types.
5. The Pacific Crest National Scenic Trail will have a designated corridor established of sufficient width to encompass resources, qualities, values and associated settings and the primary use or uses that are present or to be restored.
6. Consideration will be given to defining and designating cultural management areas for sacred sites, areas of cultural and religious sensitivity, traditional cultural properties and significant concentrations of cultural properties.
7. The proposed action will retain riparian conservation areas and critical aquatic refuges.
8. Each forest has additional unique management areas and geographic areas that may be brought forward from the existing plans. The list of these management and geographic areas is still being developed.

## **Tribal Relations and Uses**

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### **Desired Conditions**

1. The forest recognizes Native American needs and viewpoints and fosters a robust relationship with federally and non-federally recognized tribes and related groups with which it consults. Forest personnel consult and communicate with tribal leadership, tribal historic preservation officers, traditional religious practitioners, traditional gatherers, tribal members and other tribal organizations.
2. The forest coordinates with tribes to identify traditional cultural properties, resources and sacred sites where historic preservation laws alone may not adequately protect the resources or values and potential mitigation measures are identified.
3. Native American cultural practitioners have access to areas that provide them an opportunity to practice traditional, cultural and religious activities, such as plant gathering and ceremonial activities that are essential in maintaining their cultural identity and the continuity of their culture.
4. Traditional ecological knowledge is a valued part of the process when developing and implementing restoration projects.

5. The forest provides a setting for the education of tribal youth in culture, history and land stewardship and for the exchange of information between tribal elders and youth.

## **Strategies**

1. Recognize the importance of a strong relationship with Native American tribes and groups, and ensure forest personnel continuously cultivate those relationships.
2. Develop memoranda of agreements or other protocols between the forests and Native American tribes as appropriate to guide consultation processes, reflect tribes' particular perspectives and interests and protect sacred sites.
3. Meet regularly with tribes to better understand their needs and viewpoints. Promote the use of forest-hosted tribal forums and events, as well as attendance at tribally-hosted meetings and events, as a method to ensure consistent contact, consultation and collaboration.
4. Collaborate with tribes in the management of culturally significant and sacred sites.
5. Incorporate indigenous knowledge into the development of priorities and methods of managing fire for resource benefits, restoration projects and other forest programs.
6. Provide training to forest employees about federal tribal trust responsibilities and ways in which the forest honors and implements these responsibilities.
7. Continue to manage the land in a spirit of shared stewardship with tribes. Support tribal rights to pursue the vitality of tribal cultures, economies and land. Recognize the mutual benefits of restoration.
8. Develop partnerships that leverage different sources of funding. Recognize opportunities to contribute to the economic sustainability of tribal communities.

## **Forest-wide Vegetation**

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Some of the prescriptive standards and guidelines of the 2004 SNFPA specifically related to vegetation and fuels management with the purpose of reducing fuels are replaced with desired conditions, standards, guidelines, and in some cases strategies. They are described in this section and in the sections for westside vegetation and eastside vegetation. These standards and guidelines are intended to apply within the Community Wildfire Protection Zone and the General Wildfire Protection Zone, and to the extent relevant, existing plan direction will be carried forward in the Wildfire Restoration and Wildfire Maintenance Zones.

### **All Vegetation Types**

#### **Desired Conditions**

##### **Vegetation (Landscape Scale – Areas Greater than 10,000 Acres)**

1. Each vegetation type contains a mosaic of vegetation conditions, densities and structures. This mosaic occurs at a variety of scales across landscapes and watersheds and reflects conditions that provide for ecosystem integrity and ecosystem diversity.

2. Vegetation conditions, particularly structure and composition, are resilient to climate change, the frequency, extent and severity of ecological processes such as fire in fire-adapted systems, drought, and flooding in riparian systems. Functioning ecosystems retain their components, processes and functions. Native insect and disease populations are generally at endemic levels with occasional outbreaks. Vegetation structural diversity usually restricts the scale of insect and disease outbreaks to local levels.
3. The landscape contains a mosaic of vegetation types and structures that provide habitat, movement and connectivity for a variety of species including: wide-ranging generalists such as bear, mountain lion, and deer; more localized, semi-specialists such as ground-nesting, shrub nesting, cavity-nesting birds and various bats; and specialists such as old forest and sagebrush-associated species.
4. Carbon storage and sequestration are within the carbon carrying capacity for a given ecosystem and stable or improving with trends in climate change, fire and drought.
5. Fire occurs as a key ecological process where possible, creating, restoring and maintaining ecosystem resilience and to increase the resiliency, understory plant vigor, heterogeneity and range of diverse habitat.
6. Composition, density, structure and condition of vegetation help reduce the threat of undesirable wildfires to local communities, ecosystems and scenic character.
7. The landscape sustainably provides a variety of benefits that improve peoples' economic, social and physical wellbeing, such as clean water, forest products, livestock forage, carbon sequestration and storage stability, energy generation, recreational opportunities, landscapes with scenic character and scenic integrity, cultural uses and habitat for biodiversity in the forest. Vegetation conditions support the long term sustainability of these benefits to people by reducing the risk of undesirable fire effects, disease and mortality, which interrupt and eliminate forest benefits.
8. Vegetation types and vegetation conditions support continued use by tribes for traditional, ceremonial and medicinal purposes.
9. Vegetation provides sustainable amounts of forest products such as wood fiber, biomass, forage, firewood, edible and medicinal plants, boughs, bark, berries and cones for commercial, tribal, personal, educational and scientific uses, while considering soil and water productivity and sustainability. Plants known to be used by tribes that traditionally use the forest are thriving.
10. Community members, interested stakeholders, other agencies and leaders from local jurisdictions are well informed of ecosystem processes and management challenges, and work cooperatively to resolve issues.

## **Strategies**

1. Design projects to restore or enhance structural diversity (e.g., stem density, canopy cover, snag and downed log density, hardwoods) as defined by the desired conditions.
2. Maintain or restore habitat connectivity where appropriate to improve adaptive capacity of native plants and animals. Collaborate with partners to establish priority locations for maintaining and restoring habitat connectivity.

3. Restore fire to the landscape where conditions are appropriate. Planned and unplanned ignitions are managed when it is safe and conditions are appropriate to achieve resource benefits.
4. Consider recreation settings and scenic character when evaluating landscape restoration priorities and risks.
5. Accomplish ecological restoration, in part, through the reduction of fuels by decreasing tree densities that are above natural ranges, reducing some concentrations of down woody material near high value objects, and reducing ladder fuels and shrubs that can allow fire to easily enter tree crowns. Use a proactive approach for improving ecosystem health with management objectives to reduce susceptibility of forest stands to insect and drought-related mortality by managing stand density levels.
6. Promote heterogeneity in plantations and young stands by encouraging more diversity in species composition and tree ages and increasing heterogeneity using initial planting and plantation management techniques. Consider climate change when determining appropriate species and seed sources for planting. Manage plantations to contribute to mature and old forests over time.
7. Detect the presence of insect outbreaks and pests early, so that proper management measures can be applied to minimize excessive mortality, especially in concentrated recreation areas, developed recreation sites and other high value resource areas.
8. Provide for stewardship opportunities by partnering with schools, organizations, the public, tribes and other agencies. Through joint participation, cooperative agreements, volunteer agreements, and grant funding, encourage partners and volunteer stewards to assist with achieving mutual resource management and stewardship goals.

## **Guidelines**

1. Projects should retain the integrity of the hardwood component (oak, aspen, cottonwood, birch) in all vegetation types where it exists by managing for a diversity of tree size classes within a stand such that seedlings, saplings and pole-sized trees are sufficiently abundant to replace large trees that die.

## **Old Forest and Complex Early Seral Habitats**

The existing Old Forest Emphasis Area land allocation will not be carried forward. The existing general desired conditions are replaced with desired conditions provided below and, where appropriate, with additional desired conditions by major vegetation types.

### **Desired Conditions**

1. The composition, structure, and functions of old forests and surrounding landscapes are resilient to fire, drought, insects and pathogens, and climate change. Fire occurs as a key ecological process where possible, creating, restoring and maintaining ecosystem resilience and fire-related composition and structure.
2. The landscape contains a mosaic of vegetation types and structures that provide foraging and breeding habitat, movement and connectivity for a variety of old forest-associated species such as goshawk, spotted owl, fisher and marten.
3. At least 40 but up to 80 percent of the forested landscape contains old forest components, usually in clumps and patches and including large or old trees, dead trees (snags), and large down logs.

These clumps and patches are irregularly distributed across the landscape and interspersed with younger tree stands, shrubs, meadows, other herbaceous vegetation and non-vegetated patches.

4. The number and density of old trees vary by topographic position and soil moisture (e.g., as described in the Forest Service general technical report (GTR) 220 and GTR 237). Large trees, used as a proxy for old trees, are well distributed, but are often clumpy, ranging from 0.5 to 20 trees per acre with a general area average of 5 trees per acre. Trees greater than 40 inches in diameter represent the oldest trees, generally from the pre-European settlement period and over 150 years old, and comprise the greatest proportion of large and old trees. In many areas of high soil productivity, trees grow to large sizes (e.g., around 30 inches in diameter) in fewer than 100 years. On very low and low soil productivity sites, the oldest trees may be smaller diameters. Sufficient numbers of younger trees are present to provide for recruitment of old trees over time.
5. Old forests are composed predominantly of vigorous trees, but declining trees are an important component, providing wildlife nesting and denning habitat and for future production of snags, down logs and other coarse woody debris. Older trees with larger branches and those showing signs of decadence provide the best potential to create cavities. Large tree clumps, snags, large logs and decadent older trees are maintained on the landscape to benefit wildlife and are distributed throughout the planning area pre and post-disturbance.
6. Large snags are scattered across the landscape, generally occurring in clumps rather than uniformly and evenly distributed, meeting the needs of species that use snags and providing for future downed logs. The desired number and distribution of snags varies by major vegetation type, but old forests tend to have higher numbers of large snags than younger forests and can vary from single large snags to clusters of up to 20 snags per 10 acres in some areas.
7. Coarse woody debris, including large downed logs in varying states of decay, provides important wildlife habitat and can occur as single large down logs or in clusters depending on the source of tree mortality (e.g., single trees succumbing to age or resource stress or clusters of trees or acres of trees killed by insects or diseases). Coarse wood debris is patchily distributed and the density of large down logs varies by vegetation type by averages 1 to 5 tons per acre across the landscape. Surface dead wood levels provide for legacy soil microbial populations.
8. Complex early seral habitat created as a result of a disturbance (e.g., burned forest habitat) contains dense patches of snags as well as habitat elements characteristic of natural succession (e.g., regenerating shrub cover and herbaceous understory) that are important to early seral forest-associated species. Large areas of shrubs are managed in locations where they represent the potential natural vegetation considering fire risks over time to adjacent vegetation and resources. Aspen and oak sprouts are well distributed in areas where they occur.
9. Snags, logs and live trees are widely distributed in large patches of high vegetation burn severity (greater than 75 percent mortality) to provide habitat while also considering the need for other resource objectives such as hazard tree removal, reforestation, strategic fuel treatment locations or management of fuels in and adjacent to the community wildfire protection zone.

## Strategies

1. During prescribed fire and when managing fires for resource benefits, take actions designed to achieve a patchy mosaic of fire severity in old forests, with predominately low and moderate vegetation burn severity and with most high severity patches generally fewer than 200 acres in size. Due to the complexity of managing fires, on very large fires, some larger patches of high

severity fire may occur due to localized weather and existing fuels conditions. The balance of benefits from restoring fire to large landscapes should be weighed against the effects to old forests. In areas where there are limited opportunities to manipulate fuels conditions other than with fire, these tradeoffs of accepting more or larger patches of high severity fire in old forests with managed fire are weighed against the risk of effects to old forests from unmanaged wildfire.

## Standards

1. For vegetation management projects, design projects to restore, maintain or enhance structural diversity (e.g., large tree clumps, large and old tree density, and variability in tree density, canopy cover, snags, downed logs and the amount of hardwoods) of existing old forest stands as redefined by the desired conditions for each major forest type.

## Guidelines

1. To protect old forest components from uncharacteristic fire, effective methods of fuels reduction should be considered, such as thinning or selective harvest, prescribed fire and wildfires managed for resource objectives. When conducting prescribed burning, firing patterns should limit mortality to old trees by managing smoldering at the base of large, old trees.
2. To perpetuate old forest components, the development of old forest conditions should be encouraged in areas where old forest is lacking. Projects should seek to restore patchiness within stands using approaches described in GTR-220 and 237. To promote old forest attributes consistent with desired conditions, also manage for large black oak trees, pine tree regeneration, and snags where present, to be sustained over time.
3. During wildfires in areas with large areas of identified old forest patches, a resource advisor should be consulted. The resource advisor should identify old forest and old forest associated wildlife resource values for consideration by the fire planning team and suggest opportunities to retain and protect large and old trees where feasible. When safe and feasible, ahead of burn operations prepare particularly highly valued old trees and den and nest trees using techniques such as targeted preparatory burning, removing large fuel away from the base of especially important trees, or providing direct protection to high value trees.
4. Restoration projects for large stand replacing events (wildfire, insect and disease infestations, windstorms and other unforeseen events) should establish restoration objectives considering: the need to provide for safety to people in the short and long terms; the need to limit fuel loads over the long term, including the need to restore fire to the recovering or restored landscape; the urgency to restore forested habitat to deforested areas, including restoring connectivity; the need to provide habitat for local wildlife species that use burned forest habitats; the need for other ecological restoration actions in the affected area; and the opportunity to recover economic value from dead and dying trees.
5. Post-disturbance restoration projects should be designed to reduce potential soil erosion and the loss of soil productivity caused by loss of vegetation and ground cover. Examples are activities that would: provide for adequate soil cover in the short term; accelerate the dispersal of coarse woody debris; reduce the potential impacts of the fire on water quality; and carefully plan restoration and salvage activities to minimize additional short term effects.
6. Post-disturbance restoration projects should be designed to manage the development of fuel profiles over time. Examples are activities that would remove sufficient standing and activity generated material to balance short term and long term surface fuel loading and protect remnant

old forest structure (surviving large trees, snags and large logs) from high severity re-burns or other severe disturbance events in the future.

7. Post-disturbance restoration projects should be designed to recover the value of timber killed or severely injured by the disturbance. Examples are activities that would: conduct timber salvage harvest in a timely manner to minimize value loss; minimize harvest costs within site-specific resource constraints; and remove material that local managers determine is not needed for long term resource recovery needs.
8. Post-fire restoration projects should consider the landscape amounts of complex early-seral forests available on the forest and in the regional context. Restoration projects should provide for ecological conditions for complex early seral wildlife species by: retaining some areas of dense and connected patches of snags across a range of snag sizes, including the largest snag sizes; retaining some areas of regenerating vegetation such as the shrub layer, sprouting hardwood trees and herbaceous understory; and retaining some burned areas adjacent to or intermixed with unburned areas or areas with moderate or high tree survival. Large fires with more than 1,000 acres of contiguous blocks of moderate and high vegetation burn severity should retain at least 10 percent of the moderate and high vegetation burn severity area without harvest to provide areas of high snag density for species that use complex early seral habitat.

## Aspen

### Desired Conditions

1. The structure and function (e.g., age and size distribution, regeneration, habitat, biodiversity) and distribution of aspen are within the range of historic variability. Aspen is successfully regenerating and growing into larger trees.
2. Fire or other silvicultural activity reduces conifer encroachment and competition. Aspen stands are periodically regenerated through stand-replacing events such as wildfires, allowing for potential expansion.
3. Aspen groves contribute to social and economic sustainability by supporting recreational, cultural, economic, spiritual and scenic enjoyment opportunities.

### Strategies

1. Conifer removal (mechanical or hand thinning) is the primary initial restorative treatment for aspen stands, especially those that are near developed areas or heavily managed areas. Where cut material cannot be removed from the stand, pile burning is used to manage residual fuel loading.
2. The number and size of conifers removed to enhance aspen is dependent on the current stand condition but should meet the following long term objectives: maximize direct and indirect light (this requires treating beyond the existing aspen stand perimeter); allow aspen expansion; reduce conifer seed sources; create fuel loads that reflect functioning aspen stands to allow future prescribed burning; and promote wildlife habitat, plant assemblages, and water yields typically found in functioning aspen communities.
3. Aspen stands that receive intensive browsing from either livestock or wildlife may need all or portions of the stand to be temporarily fenced or have browsing pressure reduced for several years to protect regenerating aspen suckers until sufficient numbers have grown large enough to provide a replacement age cohort.



## Guidelines

1. Where pile burning of material from conifer removal is desired, piles should be kept at least four to 15 feet away from large aspen trees to limit damage to aspen trunks. Small piles can be closer and very large piles farther.
2. Cultural resource surveys should be conducted within and adjacent to aspen stands prior to treatment since aspen stands often contain cultural or historical sites. Treatments to manage or restore aspen and prescribed burning should consider techniques to protect aspen trees with historical carvings or to record and appropriately capture the historical values.

## Upper Montane Vegetation Types

These vegetation types occur across all national forests. The nature of each type may vary by individual forest but the desired conditions are designed to be broad enough to allow individual, site specific adjustments at the project level to adjust for these differences.

### Desired Conditions

#### All Upper Montane Vegetation Types

##### *Landscape Scale (10,000 Acres or Greater)*

1. Fire is a key ecological process restoring and maintaining patchy fuel loads, and increasing heterogeneity and understory plant vigor. Fires occur irregularly, generally between 15 and 40 years between fires. Fires in this vegetation type burn with low, moderate or mixed severity with greater than 90 percent of the patches of high severity (greater than 75 percent basal area mortality) fewer than 300 acres in size. The proportion of areas (greater than 1 acre in size) burned at high severity within a fire is generally less than 15 to 30 percent. Due to the existing high levels of fuels and the variability of weather, managed wildfires or large landscape prescribed fires may unavoidably have higher proportions of high vegetation burn severity, up to 50 percent, with some patches of high severity up to 1,000 acres.
2. White pines (sugar pine, western white pine, whitebark pine and foxtail pine) are healthy and vigorous with a low incidence of white pine blister rust. Individual trees and the stands they occur in are resilient to moisture stress, drought and bark beetles. White pine blister rust-resistant trees are regenerating and populations are sustained.

#### Red Fir

##### *Landscape Scale (10,000 Acres or Greater)*

1. The red fir forest type is part of a heterogeneous mosaic of tree species and vegetation structure (tree density, size, age and shrub cover), with patches of Jeffrey pine, meadows and montane chaparral. It is dominated by red fir trees, with varying amounts of white fir, Jeffrey pine, western white pine, sugar pine, lodgepole pine and mountain hemlock.
2. Areas dominated by medium and large diameter trees comprise more than 50 percent of the landscape. These areas, in combination with areas dominated by small diameter trees with moderate canopy cover between 40 to 60 percent, comprise between 50 and 70 percent of the landscape. Trees are denser in some locations such as north-facing slopes and canyon bottoms, near meadows or where snow accumulates. Denser areas with closed canopy cover greater than 60 percent occur on 40 percent of the landscape but can range from 20 to 60 percent, depending

on the distribution of deeper soils and available soil water. Early seral vegetation, shrubs, grasses, herbaceous plants, tree seedlings or saplings, mostly occur in very small areas, intermixed within forest stands or patches.

3. Shrub, grass and young trees grow in patches of high tree mortality with abundant snags and large logs, providing complex early seral habitat.

#### *Mid-Scale (100 to 1,000 Acres)*

1. Trees of different sizes and ages, variably spaced, comprise an irregular, uneven-aged forest. Numbers of seedlings and saplings are sufficient to replace old trees as they die, but are very patchy in distribution.
2. Overstory tree canopy cover is generally 40 percent but ranges from two to 70 percent, with at least 20 percent of the area in closed canopy stands with greater than 50 percent cover.
3. Large snags, greater than 20 inches in diameter are patchily distributed, average 5 to 40 snags per 10 acres providing for future downed logs. Coarse woody debris, including large downed logs in varying states of decay, is patchily distributed and ranges from 1 to 10 tons per acre.

#### *Fine Scale (10 Acres or Fewer)*

1. Individual trees are variably spaced with some tight groups. Tree stocking (basal area) is highly variable, ranging from 50 to 300 square feet per acre with most areas having fewer than 200 square feet per acre.
2. Small openings are intermixed within stands of trees. They make up 10 to 25 percent of the area within tree stands, have less than 10 percent tree cover, are irregularly shaped, and often contain herbaceous plants, shrubs, and tree seedlings and saplings. Some openings and the understory of some red fir patches have little to no understory plants but instead have a high diversity of mushrooms and other fungi.
3. Shrub cover is highly variable. Vigorous shrubs cover 5 to 70 percent of the area. Higher shrub cover is common after fire.
4. Litter and surface fuel is patchy with fewer than 5 to 15 tons per acre in fuel loading on average. There may be areas with no fuels and pockets of high fuel accumulation scattered irregularly.





**Variety of stand structures in red fir forests that comprise "heterogeneity"**

The photos above show three different within-patch forest structures typical in red fir forests. All of the photos are from Yosemite National Park where repeated fires from lightning strikes have occurred. The top photo shows a stand of widely spaced, very large (greater than 40 inches in diameter) with fire-blackened bases. Three people from about 30 feet away are seen in the lower left. The tree stems are widely spaced but irregularly distributed, all at different spacing. There is one partially burned out snag in the lower right, leaning and about to fall down. The understory is very sunny, with little shade, indicating the low overstory canopy cover. The middle photo shows an opening, approximately 0.1 to 0.25 acre in size, with a dense cover of green, low growing shrubs and red fir seedlings. Tree cover is moderate, at least 40 percent. The bottom photo shows a stand that is intermediate. It has a dense understory and moderately dense but clumpy overstory of mostly red fir trees.

### Upper Montane Jeffrey Pine

#### *Landscape Scale (10,000 Acres or Greater)*

1. Forests are dominated by Jeffrey pine trees and are generally very open with less than 40 percent cover. Generally less than 10 percent of the area has denser canopies. Open canopies allow tree regeneration of shade-intolerant Jeffrey pine.
2. Fire is a key ecological process, creating a diversity of vegetation types, maintaining understory plant diversity and lowering surface fuels. Fires occur frequently, with mostly low and moderate vegetation burn severity.
3. Areas dominated by medium and large diameter trees comprise more than 60 percent of the landscape. These areas, in combination with areas dominated by small diameter trees with low to moderate canopy less than 40 percent cover, comprise between 60 and 90 percent of the

landscape. Trees are denser in some pockets of deeper soils. Areas with closed canopies greater than 60 percent cover occur on less than 10 percent of the landscape. Early seral vegetation, shrubs, grasses, herbs, and tree seedlings or saplings mostly occur in very small areas, intermixed within forest stands or patches.

4. Shrub, grass and young trees grow in patches of high tree mortality with abundant snags and large logs, providing complex early seral habitat.

#### *Mid-Scale (100 to 1,000 Acres)*

1. Jeffrey pine forests are composed of variable patches of irregular, uneven-aged trees with open canopies, and scattered individual trees. Numbers of seedlings and saplings are sufficient to replace old trees over time. These areas are highly resilient to fire.
2. Canopy cover ranges from 10 to 60 percent. Less than 10 percent of the area has more than 40 percent canopy cover.
3. Large snags greater than 20 inches in diameter are at densities between 1 to 20 snags per 20 acres, and are well distributed, but highly irregular in spacing providing for future downed logs. Coarse woody debris, including large downed logs in varying states of decay is irregularly distributed and ranges from 1 to 5 tons per acre and highly variable density.



**Jeffrey pine patch**

The photo above shows a patch of Jeffrey pine, typical of upper montane landscapes in the southern Sierra Nevada. Very widely spaced, mostly large and old Jeffrey pine are scattered among granite rock outcrops and patches of sandy soil. Overstory tree cover is about 10 percent.

#### *Fine Scale (10 Acres or Fewer)*

1. Size and age class diversity is high within Jeffrey pine stands. Individual trees are variably spaced with some tight clumps. Tree stocking (basal area) is highly variable with most areas containing fewer than 80 square feet per acre but ranging from 20 to 150 square feet per acre.
2. Openings of various shapes are intermixed with trees. More openings occur on shallow soils or when rock outcrops are interspersed with trees. They make up 10 to 70 percent of the area, are irregular in shape and vary widely in size. They contain herbaceous plants, shrubs and tree seedlings and saplings.
3. Shrub cover is highly variable and Jeffrey pine stands or woodlands often occur in a mosaic with patches of montane chaparral. Shrub cover varies from two to 70 percent of the area. At least half

of the shrubs are vigorously growing, with low amounts of dead branches. Surface fuel loads are fewer than 5 to 7 tons per acre and are patchy, covering 30 to 70 percent of the area.

## Lodgepole Pine

### *Landscape Scale (Greater than 1,000 acres)*

1. Lodgepole pine forests are highly variable throughout the landscape, occurring both as open forests on dry sites at higher elevations, to denser stands in pockets around meadows, lakes or where cold air accumulates. The lodgepole pine type is part of a heterogeneous mosaic of tree species with diverse structural conditions. It is dominated by lodgepole pine, with varying amounts of red fir, white fir, aspen and sometimes white pines.
2. Areas dominated by medium and large diameter trees, in combination with areas dominated by small diameter trees with moderate canopy cover of 40 to 60 percent, comprise between 50 and 70 percent of the landscape. Closed canopies forests with greater than 60 percent cover comprise between 10 to 60 percent of the landscape, with higher levels associated with wetter soils.
3. Shrub, grass and young trees grow in patches of high tree mortality with abundant snags and large logs, providing complex early seral habitat.

### *Mid-Scale (100-1,000 Acres)*

1. The distribution and structure of lodgepole pine forests are variable, ranging from small patches of even-aged trees, with both closed and open canopies, to uneven-aged, irregular patches. Size and age class diversity is high within lodgepole pine stands. Irregularly-shaped groups of large and intermediate trees are variably sized, with some overlapping tree crowns. Smaller trees are randomly distributed. Tree groups contain other tree species such as red fir. Sufficient tree regeneration in openings provides for stand replacement.
2. Canopy cover is generally 40 percent but ranges from 10 to 60 percent. On moister soils outside of meadows, at least 20 percent of the area is comprised of moderately dense to dense canopy cover greater than 40 percent.
3. Large snag densities are between 5 and 40 snags per 10 acres, and are well distributed, but highly irregular in spacing and providing for future downed logs. Coarse woody debris, including large downed logs in varying states of decay is well distributed but irregular in spacing and ranges from 1 to 5 tons per acre.

### *Fine Scale (10 Acres or Fewer)*

1. Individual trees are variably spaced with some tight groups. Tree stocking (basal area) is highly variable with most stands having around 200 square feet per acre but ranging from 10 to 280 square feet per acre.
2. Small openings with less than 10 percent tree cover are irregular in shape and make up from 10 to 50 percent of the area and contain a mix of grasses, herbaceous plants and shrubs.
3. The understory of lodgepole pine stands is highly variable. On wet sites next to meadows, lakes, streams or springs, shrub, grass and herbaceous plant cover may exceed 80 percent. Most areas contain between zero and 40 percent shrub cover but on very dry, cold, rocky sites, there may be no shrubs.

4. Surface fuel loads are highly variable and patchy. Most are between 5 to 15 tons per acre and are patchy, covering 30 to 70 percent of the area. Some small areas contain very high fuel loading of up to 30 tons per acre and other areas have fewer than 5 tons per acre.

### **Montane Chaparral**

1. Chaparral is comprised of native shrub and understory species that reflect the natural range of variability for the site. The chaparral vegetation type is composed of varying age classes and densities that protect against accelerated erosion, with two to 20 percent of the type in early seral grass and herbaceous cover, 5 to 20 percent in native herbs and shrubs, and 70 to 95 percent in dense shrubs.
2. Chaparral is in a constant state of transition from young to older stages and back again, with fire as the primary disturbance. High severity fires that kill most aboveground stems occur on average every 35 to 100 years. Long fire return intervals allow the buildup of native shrub and plant seeds in the soil seed bank and for the accumulation of fuels necessary to support fire induced regeneration.
3. The fire return interval is long enough to allow the soil seed bank of uniquely adapted fire-following plants to be maintained over the short and long term. Invasive non-native plants do not dominate between fires.

### **Subalpine and Alpine Ecosystems**

1. Subalpine woodlands are highly variable in structure and composition. Diverse patch types vary from open woodlands with scattered trees to small, dense groves.
2. Fires occur infrequently, are mostly very small and with mixed severity. Fire intensity is highly variable, but crown fires are usually limited in size.
3. Subalpine woodlands and alpine ecosystems are resilient to insects, diseases, fire, wind and climate change. High-elevation white pines (e.g., whitebark pine and foxtail pine) are healthy and vigorous, with a low incidence of white pine blister rust, and resilient to moisture stress and drought. White pine blister rust-resistant trees are regenerating and populations of high elevation white pines have the potential to expand above the tree line.
4. Mature cone-bearing whitebark pine trees are well distributed spatially for natural regeneration to protect and conserve genetic diversity.

### **Strategies**

1. Identify whitebark pine stands of conservation and restoration priority. Identify climate refugia for whitebark pine that may serve as areas for restoration and conservation.
2. Conserve whitebark pine genetic diversity by collecting and archiving seeds and growing and planting genetically diverse seedlings. Identify and collect seed from trees that exhibit some level of white pine blister rust resistance.
3. Proactively manage whitebark pine stands of high conservation or restoration priority to improve resilience after disturbance (e.g., outbreaks of mountain pine beetle) and resistance to pathogens. Actions may include precautions to limit the spread of blister rust, use of fire or silvicultural treatments or reforestation with white pine blister rust-resistant seedlings. Assess management

activities for the risk of establishment or spread of white pine blister rust or mountain pine beetle outbreaks among whitebark pine stands.

4. Develop an interagency whitebark pine conservation strategy, based on the range-wide restoration strategy for whitebark pine (GTR-279) in collaboration with other federal agencies, research organizations, especially the Pacific Southwest Research Station and other partners.
5. Collaborate with partners and stakeholders to monitor, conserve, and restore subalpine and alpine ecosystems and educate the public about potential impacts from recreation use and climate change.
6. Distribute information to the media and general public that is focused on the unique properties of subalpine and alpine ecosystems and ways to enjoy but minimize ecological impacts to them.

## **Special Habitats**

Special habitats are small scale, habitat or vegetation types that support unique assemblages of biological populations of federally-listed species under the Endangered Species Act or species of conservation concern. They typically include uncommon rock types, harsh soils or rock outcrops. Examples include dry sandy and gravelly soils on flats, limestone or serpentine soils, alkali or acidic soils, metamorphic, volcanic or granitic rocky soils or rock outcrops and alpine talus or fell fields. Aquatic special habitat examples include bogs, fens, seeps and springs. Given the localized nature of these special habitats, they are challenging to address comprehensively at the forest scale since they may be uniquely affected by different activities or trends in ecological conditions.

## **Desired Conditions**

1. The composition, diversity, and structure of special habitats are resilient to disturbances such as recreational activities, grazing and invasive plant and animal species.
2. Microclimate or smaller scale habitat elements provide habitat and refugia for narrow endemics and species with restricted distribution.

## **Standards**

1. At the project scale, conduct inventories of project sites and areas of disturbance if special habitats are identified. Provide potential mitigation measures to minimize effects to habitats for which ecological integrity has been identified as a concern.

# Westside Vegetation (Sequoia and Sierra National Forests)

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## Foothill Vegetation Types

### Desired Conditions

#### Blue Oak-Interior Live Oak Woodland

1. Blue oak-Interior oak woodlands occur in a highly variable and complex landscape pattern. Blue oak dominates the overstory in patches but is co-dominant with interior live oak or foothill pine. Blue oak woodlands are a mosaic of varying age and size classes with mature oaks that provides acorns from older trees that are an important food for wildlife. There are occasional flushes of blue oak regeneration to successfully replace mortality in older trees.
2. Fires occur periodically to maintain lower levels of dead grass and litter levels so that they do not fuel intense fire. Fires typically burn with low to moderate vegetation burn severity.
3. In annual grasslands, native plant abundance is maintained and encouraged and enough residual plant matter remains at the end of the growing season to maintain germination potential, site productivity and protect soils.

#### Chaparral-Live Oak

1. Chaparral is comprised of native shrub and understory species that reflect the natural range of variability for the site. The chaparral vegetation type is composed of varying age classes and densities that protect against accelerated erosion, with two to 20 percent of the type in early seral grass and herbaceous cover, 5 to 20 percent in native herbaceous plants and shrubs, and 70 to 95 percent in dense shrubs.
2. Chaparral is in a constant state of transition from young to older stages and back again, with fire as the primary disturbance. High severity fires that kill most aboveground stems occur on average every 35 to 100 years. Long fire return intervals allow the buildup of native shrub and plant seeds in the soil seed bank and for the accumulation of fuels necessary to support fire-induced regeneration. Expanses of dense or older chaparral have fire-caused openings with chaparral regeneration.
3. The fire return interval allows the soil seed bank of uniquely adapted fire-following plants to be maintained over the short and long term. Invasive non-native plants do not dominate between fires.

### Guidelines

1. To provide varying seral stages and habitat diversity, treatments using fire within chaparral should be designed to provide a diversity of seral stages at the landscape scale. Where feasible, and considering topographic position, soil types, and other fire management operational and strategic requirements, leave small to medium unburned or lightly burned patches for wildlife within very large burn units.
2. Where chaparral is the potential natural vegetation type for an area, projects should not include active reforestation with the intent to convert the area to a forested type.



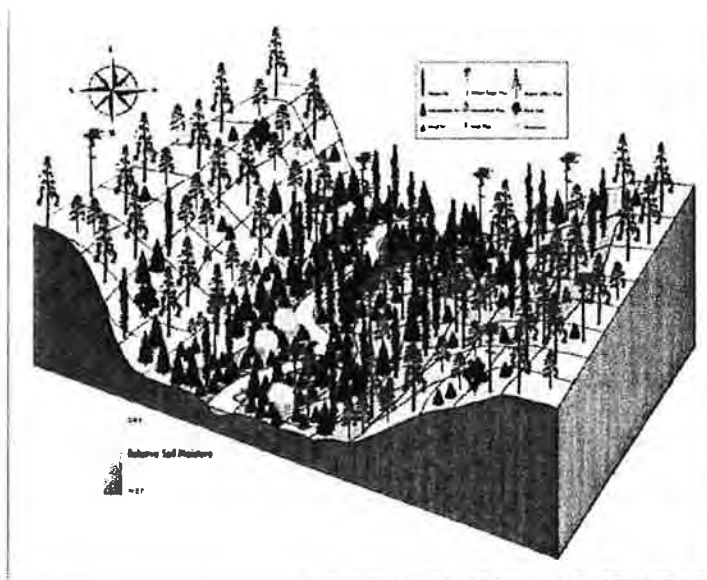
## Montane Conifer and Hardwood

Ponderosa pine, black oak and mixed conifer forests comprise the montane vegetation type. It occurs on the western slopes of the Sierra Nevada, above the foothills and below the red fir and upper montane forests. These vegetation types overlap with most of the distribution of fisher and California spotted owl.

### Desired Conditions

All Montane Conifer and Hardwood

*Landscape Scale (10,000 Acres or Greater)*



**Variation in dominant trees and tree density**

The drawing above is from the scientific publication by North and others (2009), “An ecosystem management strategy for Sierran mixed-conifer forests.” The diagram illustrates how tree sizes and tree density varies across the topography of a watershed. It shows a cross-section of a watershed, with a river or stream in the middle with slopes rising to a ridge top on either side. Sketches of individual trees are shown with lighter colors depicting sun-dependent pine trees and darker green shade-tolerant fir trees. The slope on the left is south facing and thus warmer and drier. It has widely spaced pine trees with a few scattered fir trees, mostly on the valley bottom next to the stream. The valley bottom has a clumpy pattern of trees, dominated by fir and some kind of hardwood, likely alder that are denser overall. The north-facing slope is more shaded and thus often cooler and moister. It has a moderate density of trees that becomes more widely spaced as they approach the warmer and drier ridge top.

1. Montane vegetation occurs in a complex mosaic across large landscapes that vary with topography, soils and precipitation (as see in the diagram below). The composition, structure, and functions of vegetation make them resilient to fire, drought, insects and pathogens, and climate change.
2. Montane vegetation provides ecological connectivity for a wide range of species, including old forest-associated species as well as habitat generalists. At least 30 percent of the landscape

provides greater than 40 percent tree or shrub cover for connectivity of wide-ranging forest-associated species. Between 10 and 40 percent of the landscape has closed canopied, multi-storied forests with greater than 50 percent overstory tree cover. More of these forests occur on moist sites on lower slope positions and north or east-facing slopes.

3. Fire is a key ecological process restoring and maintaining low fuel loads, and increasing heterogeneity and understory plant vigor. Fires burn with low, moderate or mixed severity with greater than 95 percent of the patches of high severity (greater than 75 percent basal area mortality) fewer than 200 acres in size. The proportion of areas (greater than 1 acre in size) burned at high severity within a fire is generally less than 15 to 30 percent. Due to the existing high levels of fuels and the variability of weather, managed wildfires or large landscape prescribed fires, may have higher proportions of high vegetation burn severity, up to 40 percent, with some patches of high severity up to 1,000 acres.

#### *Mid-Scale (100 to 10,000 Acres)*

1. A complex mosaic of groups of trees and shrub and herbaceous plants provide diverse habitat for a wide variety of wildlife species including old forest-associated species. Vigorous understories of heterogeneous, patchy, and diverse native shrubs, herbs, and grass species support small mammal, bird, insect, and fungi communities, as well as providing pollinator and herbivore forage.
2. Sugar pine is reproducing, growing successfully, and is resistant to blister rust and insects.
3. Shrub, grass and young trees grow in patches of high tree mortality with abundant snags and large logs, providing complex early seral habitat.
4. Individual trees, small clumps and groups of trees are interspersed with grass, herbaceous plants and shrubs in variably sized openings (see diagram below). A mosaic of moderate to dense shrubs, tree litter, down wood and some bare ground occurs between groups of trees.



**Cross-section in a forest patch**

The diagram of a cross-section in a forest patch, illustrates the heterogeneity, or complex mosaic, described by North and others (2009) in the scientific paper, General Technical Report 220, published by the Forest Service Pacific Southwest Region. From left to right, there are large and likely old, overstory

trees above a widely varying and clumpy understory. On the left, three large trees tower above a dense clump of mid and small fir trees. In the middle, encompassing two-thirds of the cross-section, several individual large trees and small clumps tower above a sparse understory, and there are scattered seedlings and clumps of shrubs. To the right, a similar dense patch as the one on the far left occurs, with a large snag and some mid-sized trees.

### **Black Oak**

1. Large patches of black oak are present both in large patches, and intermixed throughout montane forests where it historically occurred. Oak trees in varied ages are present, with wide spacing providing full sunlight around large old oak trees, enhancing their ability to produce abundant acorn crops. Black oak is reproducing successfully. Sufficient numbers of mid-age black oaks have enough canopy space to form full crowns to replace old oaks that eventually die.
2. Fire occurs as a key ecological process to create and maintain heterogeneity, invigorate and restore fire-adapted understory plants and shrubs, reduce and maintain lower fuel loads, and promote the retention and maintenance of legacy oak trees and the recruitment of young oaks.
3. Black oak snags greater than 20 inches in diameter, and live oak trees with dead limbs, hollow boles and cavities provide shelter, resting and nesting habitat for wildlife.
4. Acorns and other important plants in this vegetation type are plentiful and available for tribal uses.

### **Ponderosa Pine**

#### ***Landscape Scale (10,000 Acres or Greater)***

1. The ponderosa pine vegetation type consists of a mosaic of varied tree sizes, densities and understory vegetation. They are dominated by ponderosa pine trees and, where black oak is common, co-dominated by black oak. Understory shrubs and plants are common. These areas are highly resilient to fire.
2. Areas dominated by medium and large diameter trees comprise more than 60 percent of the landscape. These areas, in combination with areas dominated by small diameter trees with moderate canopy between 40 to 60 percent cover, comprise between 25 and 40 percent of the landscape. Trees are denser in some locations such as north-facing slopes and canyon bottoms, but areas with greater than 60 percent cover occur on only 5 to 30 percent of the landscape.

#### ***Mid-Scale (100 to 1,000 Acres)***

1. Trees of different sizes and ages, variably spaced, comprise an irregular, uneven-aged forest composed of tree stands of similar ages. Numbers of seedlings and saplings are sufficient to replace old trees over time, but since ponderosa pine is shade-intolerant, they are very patchy in distribution with regeneration occurring when gaps and openings of sufficient size are created.
2. Overstory tree canopy cover is generally 30 percent but ranges widely from 10 to 60 percent. When black oak dominates the overstory, because of their wide crowns, canopy cover can be greater than 50 percent.
3. Large snags, greater than 20 inches in diameter are patchily distributed and highly irregular in spacing with between two to twenty snags per 10 acres providing for future downed logs. Coarse

woody debris, including large downed logs in varying states of decay is patchily distributed and ranges from 1 to 5 tons per acre.



**Ponderosa pine patch**

The panoramic photo above shows an example of a ponderosa pine forest that shows the heterogeneity reflective of the desired condition. In the foreground, several scattered large ponderosa pine trees, and one clump of three trees tower above a dense carpet of low growing bear clover shrubs. In the background are groups of trees with mixed sizes and sometimes more uniform appearing ages.

#### *Fine Scale (100 Acres or Fewer)*

1. Individual trees are variably spaced with some denser groups. Tree stocking (basal area) is highly variable, ranging from 20 to 200 square feet per acre, with most areas having fewer than 150 square feet per acre.
2. Irregular shaped openings with less than 10 percent tree cover make up from 10 to 50 percent of the area, and contain a mix of grasses, herbaceous plants, and shrubs.
3. Scattered thickets of small trees, shrubs, and downed wood often occur after fires burn surface litter and expose soil and when events kill overstory trees and create a gap. Vigorous shrubs cover 10 to 60 percent of the area. Less than 30 percent of shrubs are decadent with many dead branches.
4. Litter and surface fuel is patchy with fewer than 5 to 10 tons per acre in fuel loading on average over 30 to 70 percent of the area. There are some small areas of up to 30 tons per acre and others with fewer than 5 tons per acre.

#### **Dry Mixed Conifer**

The dry mixed conifer type occurs in the Kern Plateau, Piute Mountains, eastern escarpment of the Sierra Nevada, and on ridges, upper slopes and south and west aspects on the western slopes of the Sierra Nevada. It is distinguished from moist mixed conifer by typical understory indicator plants that are found on dry sites such as buckwheat and iris.

### *Landscape Scale (10,000 Acres or Greater)*

1. The dry mixed conifer vegetation type has a mosaic of patches of trees of varied sizes and ages. It is dominated by Jeffrey or ponderosa pine trees, with varying amounts of white fir, red fir, incense cedar or sugar pine, and understory plants.
2. Areas dominated by medium and large diameter trees comprise more than 60 percent of the landscape. These areas, in combination with areas dominated by small diameter trees with moderate canopy cover between 40 to 60 percent, comprise between 25 and 40 percent of the landscape. Trees are denser in some locations such as north-facing slopes and canyon bottoms. Areas with closed canopies greater than 60 percent cover occur on only 5 to 30 percent of the landscape.

### *Mid-Scale (100 Acres)*

1. Trees of different sizes and ages, variably spaced, comprise an irregular, uneven-aged forest. Numbers of seedlings and saplings are sufficient to replace old trees over time. These areas are highly resilient to fire.
2. Canopy cover ranges from 10 to 60 percent but is mostly open with less than 30 percent of the area having over 40 percent canopy cover. When black oak dominates the overstory, because of their wide crowns, canopy cover can be greater than 50 percent.
3. Large snags greater than 20 inches in diameter are at densities between two to twenty snags per 10 acres, and are well distributed, but highly irregular in spacing providing for future downed logs. Coarse woody debris, including large downed logs in varying states of decay is irregularly distributed and ranges from 1 to 5 tons per acre.



**Dry mixed conifer**

The photo above shows a cross-section of a dry mixed conifer. It illustrates the generally open canopy, but highly varied spacing and grouping of trees. Throughout the stand, scattered individual large, medium, and small trees occur irregularly, punctuated by groups of two, three or more trees. The soil is rocky and sandy, between a patchy layer of widely spaced manzanita shrubs, grasses and herbaceous plants. Overall, overstory tree canopy cover is about 30 percent.

### *Fine Scale (10 Acres or Fewer)*

1. Individual trees are variably spaced with some tight groups. Tree stocking (basal area) is highly variable with most stands having fewer than 150 square feet per acre but ranging between 20 to 200 square feet per acre.
2. Small irregularly shaped openings with less than 10 percent tree cover make up from 10 to 50 percent of the area, and contain a mix of grasses, herbaceous plants and shrubs. Vigorous shrubs cover 10 to 60 percent of the area.
3. Litter and surface fuel is patchy with fewer than 5 to 10 tons per acre in fuel loading on average over 30 to 70 percent of the area. There are some small areas of up to 30 tons per acre and others with fewer than 5 tons per acre.

### **Moist Mixed Conifer**

Moist mixed conifer forests are found where soil moisture is higher, such as lower slopes, drainages, north and east aspects or where water tables are close to the surface. They are often identified by the presence of understory plants such as trailplant, false solomon's seal, starflower, fairy bells, hazel or Pacific dogwood.

### *Landscape Scale (10,000 Acres or Greater)*

1. The moist mixed conifer type has a mosaic of patches of trees of varied sizes and ages. This type is comprised of varying mixtures of Jeffrey or ponderosa pine, white fir, red fir, incense cedar and sugar pine trees, and understory plants.
2. Areas dominated by medium and large diameter trees comprise more than 50 percent of the landscape. These areas, in combination with areas dominated by small diameter trees with closed canopy cover greater than 60 percent, comprise 40 to 80 percent of the landscape. The combination of mid-story and understory tree and shrub density and patchy and light to moderate surface fuels make the closed canopy stands resilient to fire under most weather and drought conditions. Early seral vegetation, shrubs, grasses, herbs, tree seedlings or saplings mostly occur in very small areas, intermixed within forest stands or patches.

### *Mid-Scale (100 Acres)*

1. Moist mixed conifer stands are diverse, with high variation between patches of trees. Trees of different sizes and ages, variably spaced, comprise an irregular, uneven-aged forest with all seral stages present, including old forest. Seedlings and saplings are sufficient to replace old trees over time, but are not uniformly distributed in stands. These areas are moderately to highly resilient to fire.
2. Overstory tree canopy cover ranges from 20 to 90 percent. More than 30 percent of this area has over 50 percent canopy cover.
3. Large snags greater than 20 inches in diameter are patchily distributed, averaging 5 to 40 snags per 10 acres providing for future downed logs. Coarse woody debris, including large downed logs in varying states of decay, is patchily distributed and averages fewer than 5 tons per acre. In patches centered around areas of past tree mortality, coarse woody debris can be up to 10 tons per acre.

### *Fine Scale (Fewer than 100 Acres)*

1. Individual trees are variably spaced with some tight groups. Tree stocking (basal area) is highly variable, ranging from 50 to 300 square feet per acre with most areas having fewer than 200 square feet per acre.
2. Scattered small irregularly-shaped thickets of small trees, shrubs and downed wood with less than 10 percent tree cover make up 10 to 50 percent of the area and contain a mix of grasses, herbaceous plants and shrubs. Vigorous shrubs cover 10 to 90 percent of the area.
3. Litter and surface fuel is patchy with fewer than 5 to 15 tons per acre in fuel loading on average over 30 to 70 percent of the area.

### **Guidelines**

1. Where possible, snags and downed logs should be retained along edges of openings and within groups and clumps of large trees to provide habitat and roost sites for wildlife species such as small mammals, cavity-nesting birds and tree-dwelling bats.
2. Management activities that generate accumulations of green slash should be planned to minimize potential impacts from bark beetles.
3. Where possible, projects should remove trees to create crown space around existing mid-aged California black oak and canyon live oak to allow crown development of the oaks. Where replacement age classes are missing, projects should create openings near mature oaks to stimulate natural regeneration.
4. Mechanical vegetation treatments, prescribed fire, and salvage operations should retain all large hardwoods except where large trees pose a threat to human life or property, or losses of large numbers of large trees are incurred due to prescribed or wildland fire. Large montane hardwoods are trees greater than 12 inches in diameter and large blue oak woodland hardwoods are trees greater than eight inches in diameter.

## **Eastside Terrestrial Vegetation (Inyo and Sequoia National Forests)**

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Note that additional direction specific to management or geographic areas (e.g., research natural areas, Ancient Bristlecone Pine Forest or Mono Basin) may apply. Additional direction specific to management of sagebrush and vegetation within the range of the greater sage-grouse is described in the “At-risk Species” section. Where there is overlap, direction for greater sage-grouse takes precedence.

### **All Vegetation Types**

#### **Desired Conditions**

##### **All Eastside Vegetation Types**

1. At the landscape scale (10,000 acres or greater), at least 5 percent of each vegetation type is in early, middle and late seral stages.

## **Sagebrush**

1. The sagebrush type has a diversity of age classes, stand structure, cover classes and understory composition.
2. Sagebrush ecosystems are resilient to fire, disturbances (e.g., grazing, recreation), invasive species (including cheatgrass) and climate change.
3. Grazed areas have or are trending toward satisfactory soils condition, functional hydrology and biotic integrity. Sagebrush ecosystems contain all key elements and conditions, including sagebrush regeneration and recruitment, ecosystem productivity, perennial grass cover, biological soil crusts and symbiotic fungal associations.
4. Open sagebrush habitat with no overstory trees, such as pinyon pine, juniper or Jeffrey pine, provides habitat connectivity. Fire occurs within the natural range of variation, or in small extents, as a natural process, limiting encroaching conifer trees.

## **Pinyon-Juniper**

1. Pinyon-juniper types have a mosaic of trees and open areas that provide wildlife habitat, contribute to functional soils, and are resilient to disturbances such as fire, invasive species and climate change.
2. Fire frequency and severity is within the natural range of variation.
3. Plant litter (e.g., leaves, needles) and coarse woody debris are present in sufficient quantity to resist accelerated soil erosion and promote nutrient cycling, water retention and the microclimate conditions necessary for pinyon seed germination. Biological soil crusts are present to improve nutrient cycling and stabilize soils, especially in sandier soils.
4. Pinyon pine regeneration and recruitment ensures persistence of this vegetation type.
5. Mature pinyon pines provide foraging habitat for wildlife.
6. Mature pinyon pines provide opportunities for traditional collecting of pinyon nuts.

## **Desert Shrub and Blackbrush (Inyo National Forest only)**

1. Desert shrub vegetation is a mosaic of diverse ecological types with native shrubs and grasses, commonly blackbrush, sagebrush, saltbush, goldenbush and horsebrush in various age classes and patch sizes.
2. Vegetation conditions are resilient to natural and human disturbances, such as grazing, flooding, fire, invasive species and climate change.
3. Fires are very rare, occurring no more frequently than every 600 years on average.
4. Flooding event frequency and severity is within the natural range of variation, resulting in a mosaic of soil erosion and deposition that supports diverse native plant species and biological soil crusts.

## **East Slope Black Oak and Canyon Live Oak**

1. Vigorous oak trees, snags, and down logs provide habitat for a variety of wildlife species. Black oak snags greater than 20 inches in diameter, and live oak trees with dead limbs, hollow boles and



cavities provide shelter, resting and nesting habitat. Acorns are plentiful and provide food for wildlife and are collected for traditional cultural uses.

## **Strategies**

1. Restore fire as an ecological process to promote the retention and maintenance of legacy black oak and live oak trees for ecological, wildlife and cultural values and the recruitment of young oaks.
2. Due to the uniqueness of eastside vegetation types, work cooperatively with researchers and other interested parties who have knowledge of local ecological conditions, past and present, and expertise in appropriate restoration measures.

## **Standards**

1. Restoration projects in desert shrub and blackbrush must include design measures to minimize damage to biological soil crusts, with the purpose of maintaining areas resistant to non-native plant invasions.
2. Restoration projects in desert shrub and blackbrush must include islands of untreated vegetation in project design to speed native species regeneration.
3. When planning prescribed fire, mechanical treatments, or salvage in or adjacent to oak ecosystems, minimize impacts to oak ecosystem structure and maintain large trees (greater than 12 inches in diameter) except: where large trees pose an immediate threat to human life or property; where losses of large trees are incurred due to prescribed or wildland fire and snags are not retained for wildlife values; and where removal of larger oak trees is supported by silvicultural prescriptions specifically designed to maintain and enhance the hardwood stand or to provide for other wildlife habitat needs.

## **Guidelines**

1. Restoration activities should be conducted during the appropriate time of year, and on appropriate slopes, aspects and soil types to ensure native species recovery and to minimize non-native species introductions.
2. If available and needed to support restoration activities, projects should use native species seed appropriate for the ecological unit to restore the desired native species composition of the area. Consider the effects of climate change in selecting appropriate seed.
3. Projects in sagebrush should prioritize restoration treatment to remove trees from wooded shrublands, which include recent expansion areas of pinyon and juniper into sagebrush ecosystems and other adjacent shrublands.
4. For restoration projects in sagebrush ecosystems at lower elevations (below about 6,000 feet) and in sandier soils, projects should leave large extents of undisturbed vegetation to the extent possible to minimize the risk of non-native species spread and to maximize native species restoration.

## Lower Montane and Eastside Jeffrey Pine

Jeffrey pine forests are common in drier portions of the upper montane and montane vegetation of the Mono Basin, and southern Sierra Nevada, such as the Kern Plateau, Scodie Mountains and Piute Mountains.

### Desired Conditions

#### Landscape Scale (10,000 Acres or Greater)

1. The Jeffrey pine type is part of a heterogeneous mosaic of shrublands, grasslands or other forest types. Forests are dominated by Jeffrey pine trees and are generally open. Open-canopied stands dominate the landscape, with generally less than 10 percent of the area with more than 40 percent canopy cover. Open canopies allow tree regeneration of shade-intolerant Jeffrey pine.
2. Fire is a key ecological process, creating a diversity of vegetation types, lower surface fuels and diverse understory vegetation in these areas. Fires occur frequently, on average every 5 to 15 years, with mostly low and moderate severity, with most patches of high severity fewer than 200 acres, but a few may be larger, up to 500 acres. The proportion of areas burned with high severity is generally less than 15 percent, although individual fires burning under very dry or windy conditions may have high severity proportions up to 25 percent.

#### Mid-Scale (100 to 1,000 Acres)

1. Jeffrey pine forests are primarily composed of widely varying patches of uneven-aged trees, with mostly open canopies and scattered individual trees.



**Cross-section of a Jeffrey pine patch**

This photo shows a cross-section of a Jeffrey pine patch in the Indiana Summit Research Natural Area on the Inyo National Forest. It illustrates the widely spaced, irregularly grouped overstory of large pines and variable understory. On the left, three widely spaced large pines tower over a patch of saplings and pole sized pines. In the middle, a single large pine occurs over a couple of pine seedlings and mostly open, sagebrush covered understory. To the right, a group of three large pine trees and one large snag occur with little understory beneath them.

2. Jeffrey pine forest is composed predominantly of vigorous trees, but declining trees are an important component, providing wildlife nesting and denning habitat and for future production of snags, down logs and other coarse woody debris.
3. Dwarf mistletoe, *Annosus* and *Armillaria* root diseases, Jeffrey pine beetle, and other pathogens and insects occur at endemic levels and are restricted to individual stands. Witches' brooms provide habitat for wildlife species.

### **Fine Scale (10 Acres or Fewer)**

1. Size and age class diversity is high within Jeffrey pine stands. Individual large trees or tree groups provide nesting and denning habitat for wildlife.
2. Openings of various shapes surround and are intermixed with the trees. These gaps make up from 10 to 70 percent of the area, are typically less than 0.1 to 0.5 acre in size, and contain herbaceous plants, shrubs and tree regeneration.

### **Guidelines**

1. In promoting an uneven-aged forest condition that maintains or contributes to the restoration of old forest conditions characteristic of the forest type, preference for retention should be given to pre-settlement trees, often the largest and tallest trees onsite. In general, retain groups of large trees and avoid thinning individual large trees in groups, except where silvicultural prescriptions identify a need for managing insects or diseases, or when needed to benefit the largest and oldest trees in the group.

## **At-Risk Species**

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At-risk species include (1) federally listed threatened, endangered, proposed, or candidate species under the federal Endangered Species Act, and (2) species of conservation concern. A preliminary list of at-risk species was identified in the individual forest assessment reports. Further refinement of this preliminary list will occur as plan alternatives are analyzed. For each species or group of species, the forest plan will consider the extent that plan components provide for ecosystem integrity and ecosystem diversity that meet the ecological conditions necessary for those species, and will add additional species-specific plan components as needed. Additional direction is provided for special habitats under the “Forest-wide Vegetation” section to address unique habitats of some at-risk species.

### **Desired Conditions**

1. Native and desirable non-native plant and animal species are supported by healthy ecosystems, essential ecological processes and land stewardship activities, and reflect the diversity, quantity, quality and capability of natural habitats on the forest.
2. Habitats for at-risk species support self-sustaining populations within the inherent capabilities of the plan area. Ecological conditions provide habitat conditions that contribute to the survival and recovery of listed species, contribute to the delisting of species under the Endangered Species Act, preclude the need for listing new species, improve conditions for species of conservation concern and sustain both common and uncommon native species. Management for species of conservation concern is balanced considering multiple-use objectives.
3. The structure and function of the vegetation, aquatic and riparian system, and associated microclimate and smaller scale elements (e.g., special features, rock piles, specific soil types and wet areas) exist in adequate quantities to provide habitat and refugia for at-risk species with restricted distributions.

## Strategies

1. Coordinate with the state wildlife agencies and the U.S. Fish and Wildlife Service regarding listed and native species, reintroductions, introductions, or transplants of listed or native species, control or eradication of non-native species, the management of sport and native fishes, including the identification of refugia for native fish and the management of game species. Actively participate at the appropriate levels in the development of conservation assessments, conservation strategies and conservation agreements for at-risk species. Provide information to guide development of relevant recommendations that reflect that authority of the Forest Service, the inherent capabilities of National Forest System lands, and consider the multiple use mandate and other objectives of the national forests.
2. Coordinate with the state wildlife agencies, the U.S. Fish and Wildlife Service, sports groups, the scientific community including the Pacific Southwest Research Station and other stakeholders about information, education and knowledge gaps as they relate to promoting and improving wildlife, fish, and plant resources and management. Education opportunities could include collaboration with research partners to provide student and volunteer participation in scientific studies.

## Guidelines

1. To improve the status of species of conservation concern and prevent federal listing, management activities should comply with species conservation agreements and strategies completed or sponsored by the Forest Service.
2. Fire suppression techniques that minimize ground disturbance impacts should be used in sensitive habitat of at-risk species, with guidance provided by a resource advisor and considering the safety of people. Locations of key habitat areas should be provided in current fire decision support systems (e.g. the Wildland Fire Decision Support System) as appropriate.

## Forest Carnivore Conservation Management

The Forest Service, the Sierra Nevada Conservancy and the Resources Legacy Fund have funded and commissioned development of a Southern Sierra Fisher Conservation Strategy, which is expected to be finalized in the fall of 2014. Direction for the Southern Sierra Fisher Conservation Area and fisher den sites are retained until the conservation strategy is complete. It is expected that direction for these management areas will be updated or replaced after considering information that will be contained in the conservation strategy. This may include deleting existing management areas or adding new management areas.

## Yosemite Toad and Yellow-legged Frog Management

On June 30, 2014 the U.S. Fish and Wildlife Service listed the Sierra Nevada yellow-legged frog (Inyo and Sierra National Forests) and the northern distinct population segment of the mountain yellow-legged frog (Inyo and Sequoia National Forests) as endangered species, and listed the Yosemite toad (Inyo and Sierra National Forests) as a threatened species. Current forest plan direction specific to these species will be retained. During plan development, opportunities to clarify or improve direction may be proposed in consultation with the U.S. Fish and Wildlife Service.

## California Spotted Owl Protected Activity Centers (PACs) (Sequoia and Sierra National Forests)

The following direction may be updated and clarified based on information from the new interim guidelines and conservation assessment being developed for the California spotted owl.

### Desired Conditions

1. The best available habitat for California spotted owl PACs includes: two or more tree canopy layers; trees in the dominant and co-dominant crown classes averaging 24 inches diameter or greater; at least 60 to 70 percent tree canopy cover (including hardwoods); and in descending order of priority, California Wildlife Habitat Relationships (CWHR) classes 6, 5D, 5M, 4D, and 4M and other stands with at least 50 percent canopy cover (including hardwoods). PACs also contain some very large snags (greater than 45 inches diameter) and snag and down woody material levels that are higher than average.

### Strategies

1. Where PACs cannot be avoided in the strategic placement of treatments, ensure effective treatment of surface, ladder and crown fuels within treated areas.
2. If it appears likely that the limitations on treatment in Standard 6 and Guideline 5 below will limit project planning and implementation to increase the pace and scale of ecological restoration, develop and implement an adaptive management monitoring strategy to gather information that could inform future plan amendments or revisions to allow more PACs to be affected.

### Standards

1. Delineate California spotted owl PACs surrounding each territorial owl activity center detected on National Forest System lands since 1986. Owl activity centers are designated for all territorial owls based on: the most recent documented nest site; the most recent known roost site when a nest location remains unknown; and a central point based on repeated daytime detections when neither nest or roost locations are known. PACs are delineated to include known and suspected nest stands, and encompass the best available 300 acres of habitat in as compact a unit as possible. Aerial photography interpretation and field verification are used as needed to delineate PACs. As additional nest location and habitat data become available, boundaries of PACs may be reviewed and adjusted as necessary.
2. Examine 300 acre circular core areas around California spotted owl activity centers on non-National Forest System lands and designate any part of the circular core area that lies on National Forest System land containing suitable habitat as a California spotted owl PACs.
3. Locate fuels treatments to minimize impacts to PACs while considering opportunities to increase the resilience to the PAC network.. Consider the risk of uncharacteristic wildfire to clustered spotted owl PACs, and whether some should be managed to reduce wildfire risk and increase overall resilience of PACs in an area. Prioritize consideration of PACs that have the highest wildfire risk, such as those on upper slopes or ridge tops, or in canyons with large areas of chaparral below, and those with the lowest heterogeneity. PACs may be re-mapped during project planning to avoid intersections with treatment areas, provided that the re-mapped PACs contain habitat of equal quality and include known nest sites and important roost sites.

4. When treatment areas must intersect PACs and choices can be made about which PACs to enter, use the following criteria to preferentially avoid PACs that have the highest likely contribution to owl productivity. Historical occupancy is considered occupancy since 1990. Current occupancy is based on surveys consistent with survey protocol in the last 3 years prior to project planning.
  - Lowest contribution to productivity: PACs presently unoccupied and historically occupied by territorial singles only;
  - PACs presently unoccupied and historically occupied by pairs;
  - PACs presently occupied by territorial singles;
  - PACs presently occupied by pairs;
  - Highest contribution to productivity: PACs currently or historically reproductive.
5. When designing treatment unit intersections with PACs, limit treatment to those areas necessary to achieve strategic treatment objectives and avoid treatments adjacent to nest stands whenever possible.
6. Mechanical treatments may be conducted to meet fuels objectives in PACs located in the Community Wildfire Protection Zone. In PACs located in the General Wildfire Protection Zone, mechanical treatments are allowed where prescribed fire is not feasible and where avoiding PACs would significantly compromise the overall effectiveness of the landscape fire and fuels strategy. Design mechanical treatments to maintain suitable habitat structure and function of the PAC, removing only material needed to meet project fuels objectives. Focus on removal of surface and ladder fuels and restoring forest structure to reduce the risk of uncharacteristic wildfire using the desired conditions for moist mixed conifer and design guidelines in General Technical Reports 220 and 237. Limit mechanical treatments in PACs to no more than 5 percent per year and 10 percent per decade of the acres in California spotted owl PACs per year on a forest in order to limit project effects on annual productivity, unless part of an adaptive management strategy.
7. Mechanical treatments are prohibited within a 500-foot radius buffer around a spotted owl activity center within the designated PAC. Prescribed burning is allowed within the 500-foot radius buffer. Hand treatments, including activities such as hand line construction, tree pruning and cutting of small trees may be conducted prior to burning as needed to protect important elements of owl habitat.
8. Outside of the Community Wildfire Protection zone, prohibit salvage harvests in PACs. PACs should be evaluated to determine if they should be retained following a catastrophic stand-replacing event as provided by Guideline 4.
9. Outside the Community and General Wildfire Protection Zones, limit stand-altering activities to reducing surface and ladder fuels through prescribed fire treatments needed to meet project fuels objectives. Hand treatments, including hand line construction, tree pruning and cutting of small trees may be conducted prior to burning as needed to protect important elements of owl habitat.

## Guidelines

1. As necessary to assess the effects of a project, surveys should be conducted in compliance with the Forest Service Pacific Southwest Region's survey protocols during the planning process when proposed vegetation treatments are likely to reduce habitat quality in suitable California spotted

owl habitat with unknown occupancy. Designate California spotted owl PACs where appropriate based on survey results.

2. Prior to implementing activities within or adjacent to a California spotted owl protected activity center and the location of the nest site or activity center is uncertain, surveys should be conducted to establish or confirm the location of the nest or activity center.
3. To maintain sufficient area of suitable habitat within PACs, replacement acreage of equal or better quality should be added if nesting or foraging habitat in PACs is mechanically treated and habitat becomes unsuitable. Add adjacent acres of at least comparable quality wherever possible.
4. To maintain PACs so that they continue to provide habitat conditions that support successful reproduction of California spotted owls, California spotted owl PACs should be retained regardless of occupancy status. However, after a stand-replacing event, evaluate habitat conditions within a 1.5-mile radius around the activity center to identify opportunities for re-mapping the protected activity center. If there is insufficient suitable habitat for designating a protected activity center within a 1.5-mile radius of the activity center, the PACs may be removed from the network.
5. To minimize disturbance that may lead to breeding failure, a limited operating period (LOP) should apply to vegetation treatments within approximately 0.25 mile of the activity center during the breeding season (generally March 1 through August 15), unless surveys confirm that California spotted owls are not nesting. The LOP buffer may be reduced where a nest site is shielded from planned activities by topographic features that would minimize disturbance. The LOP may be waived when it is determined that the likelihood of breeding success is not adversely affected considering the intensity, duration, timing and specific location of activities. To allow for effective large area prescribed burn projects, the breeding season limited LOP restrictions may be waived on up to an additional 5 percent of California spotted owl PACs per year on a forest.

## California Spotted Owl Home Range Core Areas (HRCAs) (Sequoia and Sierra National Forests)

### Desired Conditions

1. HRCAs encompass the best available California spotted owl habitat in the closest proximity to the owl activity center. The best available contiguous habitat is selected to incorporate, in descending order of priority, California Wildlife Habitat Relationships (CWHR) classes 6, 5D, 5M, 4D and 4M and other stands with at least 50 percent tree canopy cover (including hardwoods).
2. Home range core areas consist of large habitat blocks that have: at least two tree canopy layers; at least 24 inches diameter at breast height in dominant and co-dominant trees; a number of very large (greater than 45 inches diameter at breast height) old trees; at least 50 to 70 percent canopy cover; and higher than average levels of snags and down woody material.

### Strategies

1. Accelerate development of currently unsuitable habitat (in non-habitat inclusions, such as plantations) into suitable habitat condition.

## Standards

1. Delineate 600-acre California spotted owl HRCAs surrounding each spotted owl PAC. The acreage in the 300-acre PAC counts toward the total HRCA. Core areas are delineated within 1.5 miles of the activity center. HRCAs may overlap other adjacent HRCAs, but should not include adjacent California spotted owl PACs. Aerial photography interpretation and field verification are used as needed to delineate HRCAs. As additional nest location and habitat data become available, boundaries of HRCAs may be reviewed and adjusted as necessary.
2. Examine 1.5 mile circular core areas around California spotted owl activity centers on non-National Forest System lands and using the desired condition habitat definitions, designate any part of the circular core area that lies on National Forest System lands containing suitable habitat as a California spotted owl HRCA. Aerial photography interpretation and field verification are used as needed to delineate HRCAs.
3. Outside of the Community and General Wildfire Protection Zones, where existing vegetative conditions permit, design projects to retain at least 50 percent canopy cover averaged within the treatment unit to provide at least suitable foraging habitat. Exceptions are allowed in limited situations where additional trees must be removed to adequately reduce ladder fuels, provide sufficient spacing for equipment operations or minimize re-entry. Where 50 percent canopy cover retention cannot be met for reasons described above, retain at least 40 percent canopy cover averaged within the treatment unit.

## Guidelines

1. Projects should be designed to retain existing suitable habitat conditions, recognizing that habitat within treated areas may be modified to meet fuels objectives and increase vegetation resilience and may have reduced habitat quality while retaining habitat suitability. Design treatments in HRCAs to be feasible to implement and to promote forest health where consistent with habitat objectives.
2. Reduce fuels using a strategic landscape approach to modify fire behavior. Projects should arrange treatment patterns and design treatment prescriptions to avoid the highest quality habitat (CWHR types 5M, 5D, and 6) wherever possible.

## Northern Goshawk Management Protected Activity Centers (PACs)

### Desired Conditions

1. Forested stands for northern goshawk PACs have the following characteristics: trees in the dominant and co-dominant crown classes average 24 inches diameter at breast height or greater; in westside conifer and eastside mixed conifer forest types, stands have at least 70 percent tree canopy cover; and in eastside pine forest types, stands have at least 60 percent tree canopy cover.
2. Stands in each PAC have: at least two tree canopy layers; dominant and co-dominant trees with average diameters of at least 24 inches diameter at breast height; at least 60 to 70 percent canopy cover; some very large snags (greater than 45 inches diameter at breast height); and snag and down woody material levels that are higher than average.



## Strategies

1. Where PACs cannot be avoided in the strategic placement of treatments, ensure effective treatment of surface, ladder and crown fuels within treated areas.
2. If it appears likely that the limitations on treatment in Standard 7 and Guideline 2 below will limit project planning and implementation to increase the pace and scale of ecological restoration, develop and implement an adaptive management monitoring strategy to gather information that could inform future plan amendments or revisions to allow more PACs to be affected.

## Standards

1. Delineate northern goshawk PACs surrounding all known and newly discovered breeding territories detected on National Forest System lands. Northern goshawk PACs are designated based on the latest documented nest site and location(s) of alternate nests. If the actual nest site is not located, the PAC is designated based on the location of territorial adult birds or recently fledged juvenile goshawks during the fledgling dependency period.
2. PACs are delineated to: include known and suspected nest stands; and encompass the best available 200 acres of forested habitat in the largest contiguous patches possible, based on aerial photography. Best available habitat is defined by the desired condition. Where suitable nesting habitat occurs in small patches, PACs are defined as multiple blocks in the largest best available patches within 0.5 miles of one another. Non-forest vegetation (such as brush and meadows) should not be counted as part of the 200 acres. As additional nest location and habitat data become available, PAC boundaries may be reviewed and adjusted as necessary.
3. Delineate 200 acre circular core areas around northern goshawk activity centers on non-National Forest System lands. Designate any part of the circular core area that lies on National Forest System lands containing suitable habitat as a northern goshawk PAC.
4. Locate fuels treatments to minimize impacts to PACs. Consider the risk of uncharacteristic wildfire to clustered northern goshawk PACs, and whether some should be managed to reduce wildfire risk and increase overall resilience of PACs in an area. Prioritize consideration of PACs that have the highest wildfire risk, such as those on upper slopes or ridge tops, or in canyons with large areas of chaparral below, and those with the lowest heterogeneity.
5. When treatment areas must intersect PACs and choices can be made about which PACs to enter, use the following criteria to preferentially avoid PACs that have the highest likely contribution to northern goshawk productivity. Current occupancy is based on surveys consistent with survey protocol in the last 3 years prior to project planning.
  - Lowest contribution to productivity: PACs presently unoccupied and historically occupied by territorial singles only;
  - PACs presently unoccupied and historically occupied by pairs;
  - PACs presently occupied by territorial singles;
  - PACs presently occupied by pairs;
  - Highest contribution to productivity: PACs currently or historically reproductive.

6. When designing treatment unit intersections with PACs, limit treatment to those areas necessary to achieve strategic treatment objectives and avoid treatments adjacent to nest stands whenever possible.
7. Mechanical treatments may be conducted to meet fuels objectives in PACs located in the Community Wildfire Protection Zone. In PACs located in the General Wildfire Protection Zone, mechanical treatments are allowed where prescribed fire is not feasible, and where avoiding PACs would significantly compromise the overall effectiveness of the landscape fire and fuels strategy. Design mechanical treatments to maintain suitable habitat structure and function of the PAC. Limit mechanical treatments in PACs to no more than 5 percent per year and 10 percent per decade of the acres in northern goshawk PAC per year on a forest in order to limit project effects on annual productivity, unless part of an adaptive management strategy.
8. Outside of the Community Wildfire Protection Zone, prohibit salvage harvests in PACs. PACs should be evaluated to determine if they should be retained following a catastrophic stand-replacing event.
9. Outside the Community and General Wildfire Protection Zones, limit stand-altering activities to reducing surface and ladder fuels through prescribed fire treatments. Hand treatments, including activities such as hand line construction, tree pruning, and cutting of small trees may be conducted prior to burning as needed to protect important elements of northern goshawk habitat.

## Guidelines

1. As necessary to assess the effects of a project, conduct surveys in compliance with the Pacific Southwest Region's survey protocols during the planning process when vegetation treatments likely to reduce habitat quality are proposed in suitable northern goshawk nesting habitat that is not within an existing California spotted owl or northern goshawk PAC. Suitable northern goshawk nesting habitat to survey is defined based on the survey protocol.
2. To minimize disturbance that may lead to breeding failure, a limited operating period (LOP) should apply to vegetation treatments within approximately 0.25 mile of the nest site during the breeding season (generally February 15 through September 15), unless surveys confirm that northern goshawks are not nesting. The LOP buffer may be reduced where a nest site is shielded from planned activities by topographic features that would minimize disturbance. If the nest stand within a PAC is unknown, either apply the LOP to a quarter-mile area surrounding the PAC, or survey to determine the nest stand location. The LOP may be waived when it is determined that the likelihood of contributing to breeding failure is low considering the intensity, duration, timing and specific location of activities. To allow for effective large area prescribed burn projects, the breeding season limited operating period restrictions may be waived on up to an additional 5 percent of northern goshawk PACs per year on a forest.
3. To maintain sufficient area of suitable habitat within PACs, replacement acreage of equal or better quality should be added if nesting or foraging habitat in PACs is mechanically treated and habitat becomes unsuitable. Add adjacent acres of at least comparable quality wherever possible.
4. To maintain PACs so that they continue to provide habitat conditions that support successful reproduction of northern goshawks, northern goshawk PACs should be retained regardless of occupancy status. However, after a stand-replacing event, evaluate habitat conditions around the activity center to identify opportunities for re-mapping the PAC. If there is insufficient suitable habitat nearby for designating a PAC, the PAC may be removed from the network.

## Bi-State Distinct Population Segment of Greater Sage-Grouse (Inyo National Forest)

The following proposed direction is from the Inyo National Forest Sage-Grouse Interim Management Policy, portions of the Humboldt-Toiyabe National Forest Sage-Grouse Plan Amendment DEIS and strategies from the Rocky Mountain Research Station-led conservation strategy. Additional changes will be made to align to management direction with the Humboldt-Toiyabe National Forest Sage-Grouse Amendment FEIS to the extent practical and through the conferencing process with the U.S. Fish and Wildlife Service.

### Desired Conditions

#### Landscape Scale (10,000 Acres or Greater)

1. Suitable sage-grouse habitat includes breeding, brood-rearing, and wintering habitats, and a distribution of these habitats to allow for dispersal and genetic flow.
2. High quality nesting cover, conditions that support high levels of quality pre-laying hen habitat and dietary protein intake needs, and habitat supporting chick-rearing nutritional needs occur throughout breeding habitat in each population management unit.
3. Sage-grouse brood-rearing habitat occurs in the Bodie, South Mono and White Mountains population management units and includes a range of shrub cover, perennial grass cover, forb density and meadows.
4. Sage-grouse habitat and movement corridors allow for population movement, seasonal movements, and genetic flow and habitat is maintained or increased.
5. Sage-grouse habitats do not include overstory trees, such as pinyon pine, juniper or Jeffrey pine.
6. Fire occurs within the natural range of variation for sagebrush species.
7. The extent and dominance of non-native annual grass species, such as cheatgrass and other noxious weeds is limited and does not lead toward reduction in the suitability of sage-grouse habitats.
8. The predicted increase in unwanted fire (more frequent, severe or larger than the natural range of variability) that have already occurred on surrounding landscapes in sage-grouse priority habitat is limited or prevented.

#### Fine to Mid-Scale (10 to 100 Acres)

1. At the stand/site scale (10 to 100 acres), sagebrush and understory cover occur in a mosaic across the site, with 1-acre patches meeting the following desired conditions for nest sites:

#### Sage-Grouse Nesting Habitat

Vegetation component	Amount of Occurrence in the Habitat
Sagebrush canopy cover	>20 percent
Non-sagebrush canopy cover	>20 percent
Total shrub canopy cover	>40 percent
Sagebrush height	>30 cm (12 in)
Perennial grass cover	No less than 5 percent but >10 percent if total shrub cover <25 percent
Annual grass cover	<5 percent

### Sage-Grouse Brood-Rearing Habitat

Vegetation component	Amount of Occurrence in the Habitat
Sagebrush canopy cover	10 to 25 percent
Total shrub canopy cover	14 to 25 percent
Sagebrush height	>30 cm (12 in)
Perennial grass cover	>7 percent
Perennial forb diversity	>5 species present
Forb cover	>7 percent
Grass/forb height	>18 cm (7 in)
Meadow edge (ratio perimeter to area)	>0.015
Species richness	>5 species

2. Meadows provide suitable habitat for sage-grouse, including desirable foraging species (insects and plants), have suitable sagebrush cover around the meadows edge, hydrologically are fully functional and vegetation is within mid-seral conditions. Within grazed systems, meadow condition is rated at fully functional based on Forest-wide Range Utilization Standards.

### Strategies

1. Participate in collaborative forums such as the Executive Oversight Committee, Technical Advisory Committee, and Local Area Working Group to ensure agency interests are considered and to collaboratively implement the Bi-State Action Plan to further sage-grouse conservation.
2. Continue coordination and communication with the California Department of Fish and Game, Nevada Department of Wildlife and the U.S. Fish and Wildlife Service during project development for all projects occurring within sage-grouse habitat.
3. Prevention of unwanted fire in priority habitat can be accomplished through managing sagebrush systems to be resilient, implementing proactive fire prevention and limiting cheatgrass expansion.

### Standards

1. Habitat restoration projects for the greater sage-grouse shall be designed to meet one or more of the following habitat needs:
  - Promote the maintenance of large, intact sagebrush communities;
  - Limit the expansion or dominance of invasive species, including cheatgrass;
  - Maintain or improve soil site stability, hydrologic function, and biological integrity; and
  - Enhance the native plant community.
2. For habitat restoration projects for the greater sage-grouse, if suitable breeding or brood-rearing habitat is not at desired conditions, implement measures to improve suitability of habitat, including but not limited to mechanical treatments, prescribed fire or hand treatments.
3. At the fine to mid-scale, ensure that habitat restoration activities, vegetation treatments or other authorized uses on the forest maintain or move toward vegetation desired conditions for sage-

grouse. Short term (1- to 10-year) impacts are allowed to deviate from these habitat standards, if the long term (10 to 30 years) project objective is to achieve desired conditions.

4. Long-term negative impacts in habitat from discretionary or non-discretionary activities shall be mitigated to the extent practicable.
5. Buffers, timing limitations or offsite habitat restoration shall be applied to all new or renewed discretionary actions in Bi-State sage-grouse habitat to mitigate potential long term negative impacts.
6. When long term negative impacts from non-discretionary actions are unavoidable require site-specific project mitigation if needed to ensure there is no net loss of habitat due to project disturbance.
7. Establish a limiting operating period for the sage-grouse breeding season (March 1-May 1) within suitable breeding habitat for any activities which would lead to disturbances during this time, including but not limited to livestock grazing, vegetation treatments, recreation events and mineral and energy development projects. A wildlife biologist can adjust these dates based on current nesting conditions.
8. Establish a limiting operating period for the sage-grouse nesting season (May 1-June 15) within suitable nesting habitat for any activities which would lead to disturbances during this time, including but not limited to livestock grazing, vegetation treatments, recreation events and mineral and energy development projects. A wildlife biologist can adjust these dates based on current nesting conditions.
9. Livestock grazing utilization levels, seasons of use, numbers of livestock and livestock management practices shall continue to follow the Inyo National Forest, Forest-wide Range Utilization Standards.
10. Key areas will be established if no key areas exist in meadow or upland habitats where sage-grouse occur. Key areas will be established according to guidance in the Forest-wide Range Utilization Standards.
11. When seeding, genetically and climatically appropriate and certified weed-free plant and seed material shall be used.
12. After new soil disturbances within sage-grouse habitat (i.e. disturbances that result in increased sedimentation, increased bare soil, and lack of vegetation from activities such as wildfires or flash floods) or seeding, soil-disturbing authorized uses shall not occur until desired habitat conditions have been met, or unless a resource team determines that disturbance is needed to meet desired conditions, or will not inhibit progress toward desired conditions.
13. Any vegetation treatment within sage-grouse habitat shall include objectives to maintain, improve or restore sage-grouse habitat.
14. Vegetation treatment methods and intensities within sage-grouse habitat shall be determined based on results of past treatments. If past treatments have shown an increase in non-native annual grasses and poor sagebrush recruitment, further treatments in that area will not adhere to the same prescription.

15. An adaptive management strategy shall be used when conducting vegetation treatments within sage-grouse habitat. Treatment methods and intensities will be determined based on the results of past treatments.
16. No new structures or power lines taller than the surrounding vegetation that could serve as predator perches shall be installed within suitable sage-grouse habitat within three miles from a lek unless they are necessary to protect or improve habitat or for human health and safety. Anti-perching devices shall be installed on any current or new structure or power line within suitable sage-grouse habitat within three miles from a lek.
17. If fences are determined to be necessary, and they occur within three miles of a lek, they will be constructed as a let-down fence whenever feasible and marked with fence markers.
18. No new structures greater than eight feet tall that could serve as predator perches shall be installed within Bi-State sage-grouse habitat unless they are equipped with anti-perching devices.
19. Water developments (tanks and troughs) shall be drained when not in use so they do not create a vector for West Nile Virus.
20. Wildlife escape ramps shall be installed and maintained in water troughs or open water facilities with vertical embankments that pose a drowning risk to birds.
21. Any new proposed salting, supplemental feeding locations, livestock watering and handling facilities (corrals, chutes, dipping vats) will not be located on sage-grouse strutting grounds.
22. Visible markers shall be installed on fences and other barriers in sage-grouse habitat within three miles of known lek locations.
23. Federal lands in Bi-State sage-grouse habitat shall be retained unless a public interest determination identifies a net benefit to sage-grouse habitat.
24. When informed that a right-of-way is no longer in use, relinquish the right-of-way and reclaim the site by removing power lines, reclaiming roads and removing other infrastructure.
25. A weed-washing station shall be established on every wildfire within sage-grouse habitat where large equipment is used.
26. Fire suppression actions, fire rehabilitation efforts and fuels treatments shall be prioritized to minimize sagebrush habitat loss or type conversions in and immediately adjacent to known occupied and potential sage-grouse habitats in the Bi-State area.
27. Dispatch systems and protocols shall be updated annually to include line officer and resource advisor notifications and requirements for all wildland fire incidents within and immediately adjacent to known occupied and potential sage-grouse habitats in the Bi-State area.
28. A sage-grouse resource advisor shall be assigned to all extended attack fires in or near key sage-grouse habitat areas. Prior to the fire season, provide training to sage-grouse resource advisors on wildfire suppression organization, objectives, tactics and procedures to develop a cadre of qualified individuals.
29. Sagebrush and sage-grouse habitat awareness training will be developed and provided to federal fire personnel in the Bi-State area during required annual fire line refreshers. Training will focus

on sagebrush habitat identification, basic sagebrush habitat ecology and initial attack strategies and tactics designated to minimize long term impacts to sagebrush ecosystems.

30. An interagency cadre of sagebrush and sage-grouse habitat resource advisors will be established to support fire suppression, burned area emergency rehabilitation and fuels management projects in the Bi-State area.
31. Resource advisor kits will be updated annually to include the most recent information specific to sage-grouse populations and habitats within the Bi-State area to ensure that the distinct population segment and its habitat area are adequately protected.

## **Guidelines**

1. Time the implementation of habitat restoration projects so they cause the least disturbance to sage-grouse individuals and populations as possible.
2. Fuels treatments which increase the potential for suppressing wildfires within sage-grouse habitat can occur within sage-grouse habitat. These treatments can include mowing along roads or maintaining fuel breaks surrounding sage-grouse habitat.
3. Use existing roads and co-locate new power lines whenever possible to reduce disturbance footprints and habitat fragmentation.
4. Where feasible, bury power lines to reduce overhead perches.
5. When agency personnel, contractors, and permit holders are driving off road and working in areas with known noxious weed infestation, the vehicles should be cleaned before entering a different area to reduce the spread of noxious weeds.
6. To the extent possible, locate wildfire suppression facilities (i.e., base camps, spike camps, drop points, staging areas, and helibases) in areas where physical disturbance to sage-grouse habitat can be minimized. These include disturbed areas, grasslands, near roads and trails or in other areas where there is existing disturbance or minimal sagebrush cover.
7. On critical fire weather days, pre-position additional fire suppression resources to optimize a quick and efficient response in sage-grouse habitat areas.
8. Within greater sage-grouse habitat, utilize retardant and mechanized equipment and other means to minimize burned acreage of sagebrush during initial attack.
9. Power-wash all firefighting vehicles, to the extent possible, including engines, water tenders, personnel vehicles and ATVs prior to deploying in or near sage-grouse habitat areas to minimize noxious weed spread.
10. Minimize unnecessary cross-country vehicle travel during fire operations in sage-grouse habitat.
11. Minimize burnout operations in key sage-grouse habitat areas by constructing direct fire line whenever safe and practical to do so.
12. As safety allows, conduct mop-up where the black adjoins unburned islands, dog legs or other habitat features to minimize sagebrush loss.

13. Where sage-grouse habitat is being degraded due to wild horse and burro use, determine site-specific measures to improve or restore sage-grouse habitat. Implement measures to ensure wild horse and burro populations are being maintained at their recommended animal management level in the current wild horse and burro territory plans.

## **Invasive Species**

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### **Desired Conditions**

1. Terrestrial and aquatic invasive species are controlled and establishment of new populations is prevented.
2. The area affected by invasive species and introduction of new invasive species is minimized.

### **Strategies**

1. Coordinate with stakeholders and educate the public to reduce, minimize or eliminate the potential introduction, establishment, spread and impact of non-native invasive species.
2. Work cooperatively with California and Nevada state agencies and individual counties to prevent the introduction and establishment of noxious weed infestations and to control existing infestations.
3. Consult with tribes to determine priority areas for weed prevention and control, especially focused on traditional gathering areas that are threatened by weed infestations. Consult with tribes before using pesticides or herbicides that may affect traditional gathering.
4. Maintain an inventory of invasive species on forest lands. For plant inventories, prioritize areas of unique and rare habitats first, and areas of high use and disturbance second (e.g., material pits, trailheads, campgrounds, corrals, roads, boat ramps and bridges), especially in those areas in close proximity to unique, rare and pristine habitats.
5. Focus treatment efforts on high priority invasive species and infestations, while developing management goals for lower priority species and infestations. Prioritize areas such as wilderness, research natural areas, botanical areas, wild and scenic areas and riparian areas to maintain the integrity of native species and ecosystems. Prepare control and prevention plans for high priority invasive species that promote early detection of new populations and rapid management response as an effective approach to minimize spread.
6. Periodically evaluate invasive plant management projects to determine success and to determine the need for follow up treatments or different control methods. Track known infestations, as appropriate, to determine changes in population and rate of spread.
7. Coordinate with research and other organizations such as the California Invasive Plant Council to evaluate the potential effects of climate change on the spread of invasive, non-native species.



## **Guidelines**

1. Measures should be incorporated into project planning, implementation and monitoring to prevent, control, contain and, where reasonable and feasible, eradicate priority infestations or populations of invasive species.
2. Projects should be designed to minimize invasive species spread by incorporating prevention and control measures into ongoing management or maintenance activities that involve ground disturbance or the possibility of spreading invasive species. Refer to prevention practices in the Regional Noxious Weed Management Strategy and other regional invasive species strategies as they are developed. Projects should include follow up inspections as needed and specified in regional strategies.
3. As part of project planning, a noxious weed risk assessment should be conducted to determine risks for weed spread (high, moderate or low) associated with different types of proposed management activities. Refer to weed prevention practices in the Regional Noxious Weed Management Strategy to develop mitigation measures for high and moderate risk activities.
4. To the extent feasible, hay, straw and mulch used for animal feed or bedding, applied control, soil stabilization and land rehabilitation, or other purposes by Forest Service personnel or their contractors should be certified as being weed and seed-free by an authorized state department official or equivalent certification system to prevent unintentional introduction of invasive species. Weed-free plant material should be selected for all seeding and mulching projects to restore natural species composition and ecosystem function to the disturbed area. Plant or seed materials should be used that are appropriate to the site, capable of becoming established and are not invasive.
5. Weed prevention measures should be included, as necessary, when amending or re-issuing permits including, but not limited to livestock grazing, special uses and pack stock operator permits.
6. When recommended in project-level noxious weed risk assessments to control spread of known populations of invasive species, projects should consider requiring off road equipment and vehicles (both Forest Service and contracted) used for project implementation to be inspected and cleaned using methods specified in the risk assessment.

## **Timber**

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### **Desired Conditions**

1. Predictable and sustainable forest product yields contribute to maintaining and improving local and regional industry infrastructure sufficient to meet the needs of the desired pace and scale of ecological restoration over the next several decades.
2. Production of timber contributes to ecological, social and economic sustainability and associated desired conditions. A sustainable mix of forest products (including both saw timber and non-saw timber) is offered under a variety of harvest and contract methods in response to market demand and restoration needs.

3. Salvage of dead and dying trees captures as much of the economic value of the wood as possible while retaining amounts that provide for wildlife habitat, soil productivity and ecosystem functions.

## **Strategies**

1. Plan vegetation, fuels, and other restoration projects across large landscape areas (e.g., greater than 5,000 to 100,000 acres), when it can increase efficiency in planning and support partnership-based approaches, such as stewardship contracts.
2. Develop and share multi-year estimates of potential restoration work to support planning for infrastructure (e.g., mills and biomass plants) to process and use wood products.
3. Plan and implement biomass projects that support and enhance market-driven mechanisms for diverse and sustainable biomass utilization.
4. To increase the pace and scale of restoration, evaluate and use new technologies for wood processing that increase access to more areas, including steeper slopes, while lessening impacts to soils.
5. To the extent practical, design vegetation and fuels management projects and use contracting practices that provide opportunities for local workforces and support developing and maintaining local and regional forest products infrastructure.

## **Standards**

1. Regulated timber harvest activities shall occur only on those lands classified as suitable for timber production. Timber harvest may occur as a secondary purpose as part of ecological restoration projects.
2. Timber harvest on other than suitable lands may occur for such purposes as salvage, fuels management, insect and disease mitigation, protection or enhancement of biodiversity or wildlife habitat, to perform research or administrative studies or recreation and scenic resource management consistent with other management direction.

## **Guidelines**

1. The management of fuels and fire risk and growing conditions within plantations over time should be considered when developing reforestation plans. Retention of snags within and immediately adjacent to areas planned for reforestation should be discouraged to mitigate hazards to workers. High fuel levels should not be retained in plantations that would preclude the use of prescribed burning at appropriate times as the plantation matures.
2. Reforestation of suitable lands is designed to achieve the desired conditions for the project area. Stocking levels, spatial arrangements and species composition for reforestation should be designed to allow for long term resilience of the developing forest, considering potential future plantation management and climate change adaptations. Competing vegetation, fuel levels, and fire risk should be managed to provide for the long term survival and vigor of reestablishing forests as they move toward maturity.
3. Reforestation of deforested lands should be considered where forest cover could contribute to ecological restoration which provides benefits such as improving scenic character, restoring connectivity for wildlife, increasing carbon storage and improving watershed condition.

# Fire Management

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## Desired Conditions

1. Fire management activities minimize the risk of loss of life, damage to property or ecosystem function. Firefighter and public safety is the first priority in every fire management activity.
2. The full range of fire management activities, including wildland fires (prescribed fire and wildfire), are recognized and used by forest administrators as an integral part of achieving ecosystem sustainability, including interrelated ecological, economic and social components.
3. Wildland fires burn with a range of intensity, severity and frequency that allows ecosystems to function in a healthy and sustainable manner. Wildland fire is accepted as a necessary process integral to the sustainability of the forest's fire-adapted ecosystems.
4. Fire management uses an all lands, landscape approach, that is risk-based, consistent with the latest national policy guidance and strategy, responsive to the latest fire and social sciences and adaptable to rapidly changing conditions, such as climate change. Wildfire management is coordinated with relevant state agencies and adjacent federal agencies.
5. Community leaders, service providers, homeowners and permittees who are invested in or adjacent to the forest are knowledgeable about wildfire risk. They understand the need to adapt their communities, properties and structures to the inevitable wildfire, while recognizing that wildland fire is a needed ecological process. The maintenance of defensible space, fire resistant buildings and the reduction of the potential fire intensity around community assets that allows direct suppression tactics are examples of adapting to wildfire.
6. In areas where fuel conditions currently pose the highest wildfire threat to communities and community assets (power lines, communication towers, developed recreation sites) wildland fuel will be reduced so the threat is lowered to manageable levels.

## Strategies

### Forest-wide

1. Risk assessments are performed prior to and during fire season to assess conditional thresholds under which desired conditions can be met for the strategic wildfire management zones (protection, restoration and maintenance). As a risk-based approach, these zones would change as wildfire risk changes over time. Changes in fuel conditions from restoration treatments and wildfires, as well as new or changed communities, assets or natural resource values are factors that will affect wildfire risk. Work with tribes and adjacent landowners to identify areas and resources of value considered in the risk assessments.
2. Partner with adjacent land management agencies to identify methods to reduce costs and increase effectiveness in fire management by considering agreements or understandings that inform annual operations related to boundary fire management, prescribed burning and restoration treatments.
3. Foster partnerships with fire science and management organizations to develop collaborative strategies that enhance coordination and cooperation within and among agencies.

### Community Wildfire Protection Zone

1. Focus fire prevention programs on predominant historic causes of human ignition in highest fire risk areas.
2. Encourage the development and implementation of community wildfire protection plans to promote public safety and to reduce the risk of wildfire to lands adjacent to National Forest System lands.
3. Where feasible, use mechanical treatment and/or prescribed fire to reduce risk of damage from wildfire.
4. Use wildfire on a limited basis to increase ecosystem resilience and provide ecological benefits when conditions allow.

### General Wildfire Protection Zone

1. Coordinate with other jurisdictions such as communities, service providers, and federal, state, county and local entities regarding prevention, preparedness, planned activities and responses to wildland fires. Notify those agencies about upcoming and ongoing fire season and any prescribed fire activity.
2. Where feasible, use mechanical treatment and/or prescribed fire to reduce risk of damage from wildfire.
3. Use wildfire on a limited basis to increase ecosystem resilience and provide ecological benefits when the conditions allow.

### Wildfire Restoration Zone

1. Where feasible, use mechanical treatment combined with prescribed fire to reduce risk of damage from wildfire.
2. Fuel treatments are prioritized first in areas that historically supported more frequent fire such as the ponderosa pine and Jeffrey pine-dominated forests with high existing levels of understory fuels.
3. Use wildfire to increase ecosystem resilience and to provide ecological benefits when conditions allow.
4. Treatments are prioritized to maximize the use of prescribed fire and wildfire on a landscape scale. Use roads and natural topographic features such as rock outcrops and ridgelines to create "containers". These containers will facilitate the use and management of wildland fire.
5. Restore fuel conditions to allow fire to burn in its characteristic pattern, and allow fire to resume its ecological role.

### Wildfire Maintenance Zone

1. Use wildland fire as often as possible to maintain ecosystem resilience and provide ecological benefits when conditions allow.
2. Where feasible, use mechanical treatment combined with prescribed fire to reduce risk of damage from wildfire.

## **Standards**

### **Forest-wide**

1. Provide defensible space around all structures on administrative sites, structures authorized by permit and developments adjacent to National Forest System lands to meet the most current California Public Resource Code 4291-Defensible Space.

### **Community Wildfire Protection Zone**

1. Keep snags absent or their densities very low to maximize firefighter safety and minimize the likelihood of spotting or ember ignitions in areas where firefighters are likely to work, in close proximity to structures, private property, and administration sites and along roads that could be used for escape routes by firefighters and the public.
2. When planning projects to reduce fuels, design mechanical treatments to remove or rearrange the material necessary to achieve the following outcomes under 97th percentile fire weather conditions: achieve an average flame length of four feet or fewer on more than 75 percent of the area; and modelled torching and crowning indices show limited crown fire initiation and spread under double the locally-recorded wind speed gusts.

### **General Wildfire Protection Zone**

1. Keep snags absent or their densities very low to maximize firefighter safety and minimize the likelihood of spotting or ember ignitions in areas where firefighters are likely to work, in close proximity to structures, private property and administration sites, and along roads that could be used for escape routes by firefighters and the public.
2. When planning projects to reduce fuels, design mechanical treatments to remove the material necessary to achieve the following outcomes under 97th percentile fire weather conditions: an average flame length of six feet or fewer on more than 50 percent of the area; and modelled torching and crowning indices show limited crown fire initiation and spread under double the locally recorded wind speed gusts.

### **Wildfire Restoration Zone**

1. When conditions make it safe and practical, natural barriers and features such as creeks, old fire scars, and ridges, and human-made lines of convenience such as roads and trails should be incorporated into fire control lines. The property boundary of a private inholding is an exception. Variation from this standard will be the exception and will be documented by a line officer.

### **Wildfire Maintenance Zone**

1. When conditions make it safe and practical, natural barriers and features such as creeks, old fire scars, ridges and human-made lines of convenience such as roads and trails will be used as fire control lines. The property boundary of a private inholding is an exception. Variation from this standard will be the exception and will be documented by a line officer.
2. Use lightning-caused wildfires to maintain ecosystem resilience and provide ecological benefits. Variation from this standard will be the exception and will be documented by a line officer.

## **Guidelines**

1. Use wildfires forest-wide to meet multiple resource management objectives where and when conditions permit and risk is within acceptable limit and when allowed by Forest Service policy. Meeting resource objectives generally means progress toward or maintaining desired conditions.
2. A variety of fire management options and activities should be considered to achieve a mix of fire effects, including burn operations and aerial ignitions. When safe and feasible ahead of burn operations, limit extensive continuous areas of high severity fire effects in old forest habitat and riparian areas.
3. When wildfires affect identified areas of tribal importance, communicate and collaborate with tribal leadership during fire incident management to identify and, to the extent practical, protect tribal values and minimize impacts to resources or areas of tribal importance.
4. Prescribed fire and wildfire strategies should recognize the role of fire in riparian ecosystem function. These strategies should also identify those instances where fire suppression has degraded riparian habitat or long term function of the riparian community, and increased the risk of large-scale, uncharacteristic fire.
5. For Community and General Wildfire Protection Zones, locate fuels treatments in areas that pose the greatest threat to communities, community assets, watersheds and natural resource values so that the spread and intensity of wildfire is reduced to substantially lower overall wildfire risk.
6. Plan restoration and fire management projects and strategies for large landscapes (subwatershed or larger) when and where possible to improve economic feasibility of restoration and effectiveness of changing the fire effects from large wildfires. When feasible, partner with adjacent land management agencies to plan across administrative boundaries.
7. Outside of the Community Wildfire Protection Zone, locations of mechanical treatments should be informed by recommendations that describe the desired spatial patterns of vegetation such as GTR-220 and 237.

## **Air**

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### **Desired Conditions**

1. The air quality value of visibility in Class I Areas is maintained or improved to the natural background condition specified in the California Regional Haze State Implementation Plan.
2. Forest administrators recognize the need to use the full spectrum of vegetation management activities, including prescribed fire and wildfire, to help reduce wildland fuel loadings and potential harmful effects on air quality from future high intensity wildfires.

### **Strategies**

1. Coordinate with the California Air Resources Board, Air Pollution Control Division and Air Quality Management District jurisdictions during the implementation of prescribed burns to comply with state and federal regulatory requirements for authorization and mitigations. Design

prescribed burn projects to minimize prolonged smoke impacts to communities to the extent possible.

2. Participate in the most current wildland fire information and reporting system, the Prescribed Fire Incident Reporting System and the California Natural Ignition Communication Protocol. This creates coordination with regulatory and other burn agencies to maximize opportunities.
3. To promote awareness and protection of human health and safety, notify the public about potential smoke from fire activities using advanced notification, the media, and smoke warning signs along roads when visibility may be reduced due to wildland fire.
4. Consider the impacts from wildfire smoke on downwind communities when identifying landscape treatment priorities for restoration.

## **Standards**

1. Continue the visibility monitoring program and determine sensitive indicators for each air quality-related value in Class I areas of the national forests. Protect air quality-related values by reviewing all projects and management activities that may affect those values. Review external prevention of significant deterioration source applications and make recommendations to permitting authorities.

## **Guidelines**

1. Participate in and support interagency collaborative smoke management, including real time smoke monitoring and public messaging to maximize efficiency and relevance of monitoring results.
2. Support post-fire analysis of smoke impacts as they relate to emissions when they can inform refinement of smoke dispersion and transport modeling. Include analytical tradeoff and impact information, as appropriate, in public messaging to show smoke tradeoffs from large landscape scale fuels treatment projects.
3. Include smoke tradeoff evaluation in project level planning at a broad scale. Use existing scientific information on large wildfire emissions. Consider downwind communities at the local and regional scale.
4. Decision documents for wildfires and prescribed burns should follow local regulatory procedures, the Prescribed Fire Incident Reporting System and the California Natural Ignition Communication Protocol to identify management objectives and courses of action to mitigate impacts to those areas.

# **Water Quality, Water Quantity, Soils and Watershed Condition**

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## **Desired Conditions**

1. Adequate quantity and timing of water flows support ecological functions, including aquatic species and riparian vegetation consistent with existing water rights and claims. Affects to

quantity and timing from climate change, such as changes in runoff timing and patterns, should be taken into account.

2. Water quality is sustained at a level that retains the biological, physical and chemical integrity of aquatic systems and benefits the survival, growth, reproduction and migration of native aquatic and riparian species. Water quality meets or exceeds federal, California and Nevada water quality standards, and supports designated beneficial uses in light of atmospheric deposition of nitrogen and impacts of ozone to vegetation.
3. Watersheds with recharge areas for segments of designated and eligible wild and scenic rivers retain water quality and recharge to those segments.
4. Groundwater quantity and quality in aquifers are sustained.
5. Watersheds are fully functioning, are resilient and recover rapidly from natural and human disturbances, and have a high degree of hydrologic connectivity laterally across the floodplain and valley bottom, and vertically between surface and subsurface flows. Physical (geomorphic, hydrologic) connectivity and associated surface processes, such as runoff, flood-pulse, in-stream flow regime, erosion and sedimentation are maintained. Watersheds provide important ecosystem services such as high quality water, recharge of streams and aquifers, maintenance of riparian communities, moderation of climate change and atmospheric deposition. Watersheds maintain long term soil productivity.
6. Soil and vegetation functions in upland and riparian settings are retained or enhanced. Resilient landscapes provide forage for browsing and grazing animals, timber production and recreation opportunities without adversely affecting soil and water productivity.
7. Spatial and temporal connectivity for riparian and aquatic-dependent species and nutrient cycling is maintained within and between watersheds, and they are able to adjust and recover from natural and human-caused disturbances.

## **Strategies**

1. Participate and collaborate in all interagency water rights and water use authorizations on National Forest System(NFS) lands or that may affect water quantity on NFS lands. Examples would include hydropower relicensing, other surface water flow diversions and ground water withdrawal. Evaluate the connections between ground water and surface water where major deviations from natural hydrology occur.

## **Standards**

1. During evaluation of site-specific projects with the potential to affect groundwater such as recreational development, determine groundwater conditions and evaluate potential effects on groundwater levels and groundwater-dependent ecosystems. Establish a minimum distance from a connected river, streams, wetlands or other groundwater-dependent ecosystems from which a well may be sited, and establish minimum limits to which water levels can be drawn down at a specified distance from a groundwater-dependent ecosystem.

## **Guidelines**

1. Cooperate with federal, tribal, state and local governments to secure in-stream flows needed to maintain, recover, and restore riparian resources, channel conditions, and aquatic habitat during all basic Federal Energy Regulatory Commission (FERC), state and other authorized water use



planning, water rights, and relicensing on the national forests. Maintain in-stream flows to protect aquatic systems to which species are uniquely adapted. Determine and recommend in-stream flow requirements and habitat conditions that maintain, enhance or restore all life stages of native aquatic species, and that maintain or restore riparian resources, channel integrity and aquatic passage. Minimize the effects of stream diversions or other flow modifications from hydroelectric projects on threatened, endangered and sensitive species. Coordinate relicensing projects with the appropriate state and federal agencies. Provide written and timely license conditions to FERC.

2. For all meadow restoration related projects or water extraction (e.g., wells) projects determine patterns of recharge and discharge and minimize disruptions to groundwater levels that are critical for wetland integrity. Determine the groundwater levels, within a range of natural variability, that provide base flows to maintain and enhance the condition of groundwater-dependent resources and their habitat.

## **Aquatic/Riparian Ecosystems and Streams**

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### **Desired Conditions**

1. Stream ecosystems, riparian corridors and associated stream courses are functioning properly and are resilient to natural disturbances (e.g., flooding) and climate change, promote the natural movement of water, sediment and woody debris and provide habitat for native aquatic species.
2. Stream ecosystems, including ephemeral watercourses, exhibit full connectivity where appropriate to maintain aquatic species diversity. Barriers to non-native fish are maintained in good condition, where they are needed. Ephemeral watercourses provide for dispersal, access to new habitats, and perpetuation of genetic diversity, as well as nesting and foraging for special status species.
3. Flooding is the primary disturbance. Streams and rivers maintain a natural hydrograph, or water flow, over time, including periodic flooding, which promotes natural movement of water, sediment, nutrients and woody debris. Flooding creates a mix of stream substrates for fish habitat, including clean gravels for fish spawning, large wood structures and sites for germination and establishment of riparian vegetation.
4. Where possible, native fish, amphibians and other native aquatic species are present within their historic distribution, and habitat conditions support self-sustaining populations. Fish aquatic species habitat includes deep pools and overhanging banks, structure provided by large wood, off channel areas and cover. Woody and herbaceous overstory and understory regulate stream temperatures. Aquatic and upland components are linked, providing access to food, water, cover, nesting areas and protected pathways for aquatic and upland species.
5. Species composition and structural diversity of plant and animal communities in riparian areas, wetlands and meadows provide habitat and promote ecological processes.
6. Non-native sport fish and habitats are managed in locations and ways that do not pose substantial risk to native species, and still allow for economic sustainability of local communities.

7. Wetlands and groundwater-dependent ecosystems, including springs, seeps, fens, wet meadows, and associated wetlands or riparian systems support stable herbaceous and woody vegetative communities that are resilient to drought, climate change and other stressors. Root masses stabilize stream channels, shorelines and soil surfaces. The natural hydrologic, hydraulic and geomorphic processes in these ecosystems function at a level that allows retention of their unique functions and biological diversity.
8. Lakes and ponds retain necessary attributes, such as adequate vegetation and large woody debris, to function properly and support native biotic communities. They filter sediment and aid floodplain development, improve floodwater retention and groundwater recharge, develop root masses that stabilize islands and shoreline features against cutting actions, and develop diverse ponding characteristics to provide for amphibian production, waterfowl breeding and biodiversity.
9. Native riparian vegetation is diverse, provides the structure and composition to function within their natural potential and provides food and cover for wildlife.
10. Riparian species composition, stand density and fuel loading are consistent with healthy riparian systems and support rates of wildfire spread that are no higher than surrounding forests.
11. Riparian areas provide physical structure such as silt, sand, gravel, cobble, boulders and bedrock for a variety of aquatic and terrestrial fauna. Soil function is sustained to infiltrate and disperse water properly, withstand accelerated erosion and cycle nutrients. Associated water tables support riparian vegetation and restrict non-riparian vegetation.
12. Meadows have ground cover and species composition as represented by condition class (e.g., good to excellent), species richness and diversity. Meadows with perennial streams contain a diversity of age classes (at least two) of hardwood shrubs along the stream bank where the potential exists.
13. Fens and meadows are in proper functioning condition or improving. Fens and meadows are resilient to climate change and disturbances. Development of fens continues. Necessary soil, hydrologic regime, vegetation, and soil and water characteristics sustain that system's ability to support unique physical and biological attributes.
14. Springs provide sufficient water to maintain healthy habitats for native riparian and aquatic species and meet demands of water rights and uses and possible tribal uses.
15. Springs are resilient to natural disturbances and changing climate conditions and function within their type and capability.
16. Soil, water and vegetation attributes sustain healthy springs. Water flow, recharge rates and geochemistry are similar to historic levels and persist over time.

## Strategies

1. For biodiversity, maintain and restore the species diversity and structural diversity of plant and animal communities in riparian areas, streams, wetlands and meadows to provide desired ecological functions. Maintain and restore the distribution and health of biotic communities in special aquatic habitats such as springs, seeps, vernal pools, fens, bogs and marshes to perpetuate their unique functions and biological diversity.

2. Maintain and restore spatial and temporal connectivity for aquatic and riparian species within and between watersheds to provide physically, chemically and biologically unobstructed movement for their survival, migration and reproduction. Maintain and restore the connections of floodplains, channels and water tables to distribute flood flows and sustain diverse habitats and species. Maintain and restore the physical structure and condition of stream banks and shorelines to minimize erosion and sustain desired habitat and species diversity. Maintain and restore the hydrologic and ecological connectivity of streams, meadows, wetlands and other special aquatic features by identifying roads and trails that intercept, divert or disrupt natural surface and subsurface water flow paths. Implement corrective actions where necessary to restore ecological connectivity and aquatic organism passage.
3. Restore ecological integrity of riparian vegetation as part of all vegetation management projects where appropriate and considering all other aquatic and riparian desired conditions. Use of mechanical treatment in riparian conservation areas and critical aquatic refuges may be considered, if the area is resilient to ground disturbance, as long as the treatment moves the area toward desired conditions, and water and soil quality can be adequately protected.
4. Enhance hardwood tree and shrub cover, density and vigor through reduction of conifer density and use of patchy prescribed fire. Fire effects objectives should be determined in collaboration with ecologists, biologists and earth scientists.
5. At either the landscape or project scale, determine if the age class, structural diversity, composition and cover of riparian vegetation are within the range of natural variability for the vegetative community. If conditions are outside the range of natural variability, consider implementing mitigation or restoration actions that will result in an upward trend. Actions could include restoration of aspen or other riparian vegetation where conifer encroachment is identified as a problem.
6. Design prescribed fire treatments to minimize post fire erosion and water quality impacts. In determining which mitigation measures to adopt, weigh the potential harm of mitigation measures, for example fire lines, against the risks and benefits. Projects should recognize the role of fire in ecosystem function and identify those instances where fire suppression or fuel management actions could be damaging to habitat or long term function of the riparian community, and where restoring fire is beneficial. Use ignition patterns during prescribed burning to create a mosaic of fire in patches of varying intensities in the riparian areas. Evaluate if ignitions are needed in the riparian conservation area and whether soil and water resources protection can be achieved.
7. Meadow management is conducted in an integrated ecosystem approach, with hydrology, aquatic habitat, soils, vegetation and wildlife functions all considered together.
8. Priorities for meadow restoration are based on an integrated evaluation across hydrology, aquatic habitat, soils, vegetation, wildlife, range, recreation, fire and other disciplines. Prioritization includes the best available science, such as the hydro-geomorphic classification of meadows.
9. The forests participate in and encourage active collaboration with partners, stakeholders and researchers on integrated understanding of meadow function and restoration.
10. Identify and prioritize restoration in meadows that are important for groundwater storage, downstream water users, connectivity, and sensitive or listed species.

11. Work with tribes to identify and prioritize springs of tribal importance for restoration and management.
12. Manage springs and their riparian areas as integrated systems.
13. Consider opportunities to manage vegetation in upland areas to restore and maintain water tables. Consider the latest science.

## Standards

1. Designate riparian conservation area widths as follows:
  - Perennial Streams: 300 feet on each side of the stream, measured from the bank full edge of the stream.
  - Seasonally flowing streams (includes intermittent and ephemeral streams): 150 feet on each side of the stream, measured from the bank full edge of the stream.
  - Streams in inner gorge: top of inner gorge.
  - Special aquatic features (lakes, wet meadows, bogs, fens, wetlands, vernal pools, and springs) or perennial streams with riparian conditions extending more than 150 feet from edge of streambank or seasonally flowing streams with riparian conditions extending more than 50 feet from edge of streambank: 300 feet from edge of feature or riparian vegetation, whichever width is greater.
  - Other hydrological or topographic depressions without a defined channel: riparian conservation area width and protection measures determined through project level analysis.
  - Equipment exclusion zones will be designated within the riparian conservation areas. The default is half of the riparian conservation area width (150 feet for perennial streams, 75 feet for intermittent streams):
    - ◆ These widths may be adjusted on a project by project basis based on geomorphology, slope, and/or soil conditions, as long as best management practices and other plan direction are met. Expertise in soils, hydrology and aquatic ecology should be consulted.
    - ◆ If further mechanical incursion is warranted, use low ground pressure equipment, helicopters, end lining, over the snow logging, extra ground cover requirements, or other non-ground disturbing actions to operate off of existing roads when needed to achieve desired conditions consistent with best management practices and other plan direction.
    - ◆ Other stream classification systems may be used to create equipment exclusion zones and other protective measures nested in the riparian conservation areas.
    - ◆ When vegetation is treated in the near stream area consider the coarse woody debris budget of the stream, ensure desired conditions for coarse wood in stream channels will be met.
2. For the Inyo National Forest, livestock utilization standards are determined and established using soil/site stability, hydrologic function and biotic integrity conditions at a site-specific scale. Standards allow for sustainability and improvement in rangeland ecosystems. Utilization standards are established using matrices based on vegetation condition, vegetation type and

grazing system. Soil, site stability and hydrologic function characteristics can modify the use standards where necessary (Inyo National Forest Forest-Wide Range Utilization Standards).

## **Guidelines**

1. Determine patterns of recharge and discharge and minimize disruptions to groundwater levels that are critical for wetland and meadow integrity.
2. Where there is a structure in place to use water from a spring as a water source, water should be piped out of the riparian area to avoid trampling of the riparian area around the spring.

# **Sustainable Recreation**

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## **Recreation Settings**

### **Desired Conditions**

1. The diverse landscapes of the forest offer a variety of high-quality summer and winter recreation settings (including quiet and non-quiet recreation) for a broad range of nature-based recreation opportunities, focusing on those that complement the forest recreation distinctive roles and contributions.
2. Recreation settings support specific opportunities, activities and expected experiences that are compatible with the landscape's natural and cultural resource attributes, and contribute to the economic sustainability of local communities and businesses.
3. Skilled stewardship organizations and volunteers are engaged as integral partners with the forest in managing front country and backcountry recreation settings across all Recreation Opportunity Spectrum (ROS) classes.

### **Strategies**

1. Use the forest recreation niche to focus available agency resources in areas and types of opportunities with high niche conformance.
2. Collaborate with local communities, partner organizations, federal, state and local agencies and tribes to restore, maintain and enhance recreation settings impacted by declining ecosystem health, wildfire and inappropriate use in order to improve the quality of outdoor experiences and to promote citizen stewardship of public lands.
3. Ensure that site and facility planning and design blend with the natural environment and incorporate sustainable practices.
4. Effectively manage concentrated recreation uses and still preserve a quality visitor experience. Ecosystem effects from recreation use are managed and enhanced within sustainable levels.
5. Use the Watershed Condition Framework for establishing priorities for the restoration of recreation settings. Identify and prioritize restoration of areas where recreation settings are contributing to watershed impairment and/or have activities that are inconsistent with the ROS designation.

## **Standards**

1. New and restored facilities, sites and features shall use the Built Environment Image Guide.

## **Recreation Opportunities**

### **Desired Conditions**

1. Recreation opportunities on land, water and in the air provide a high level of visitor satisfaction, enhance local tourism and gateway communities, and focus agency resources on the forest's recreation distinctive roles and contributions.
2. Culturally diverse visitors interact with nature and connect to cultural heritage through a full spectrum of sustainable high-quality summer and winter outdoor recreation opportunities.
3. The forest provides for high quality hunting and fishing opportunities. There is more emphasis, interest and opportunity to fish for native sport fish and hunt game species. Non-native sport fish and game species and their habitats are managed in locations and ways that do not pose substantial risk to native species, while still contributing to economic sustainability to local communities.
4. Well-established partnerships with outdoor recreation and tourism providers, communities, recreation interest groups, and other partners provide recreation opportunities to connect individuals and communities to the forest and promote stewardship of public lands.
5. Forest visitors find opportunities for solitude, primitive and unconfined recreation in wilderness and recommended wilderness areas.
6. The management and operations of recreation facilities is to a standard that is financially and ecologically sustainable and serves the general public. Recreation opportunities are planned taking into account variability and changes in seasonal conditions from climate change.

### **Strategies**

1. Develop a common vision and define potential roles with communities and stakeholders to sustain the quality of life and economic benefits associated with recreation and tourism assets within forest destinations and adjoining lands.
2. Collaborate with neighboring communities, partner organizations, state and local agencies, tribes and adjacent Forest Service and National Park Service units to provide recreation opportunities that are economically, socially and environmentally sustainable. Work to harmonize direction that affects users to the extent practical in order to minimize confusion when crossing administrative boundaries.
3. Actively engage urban populations, youth and underserved communities in outreach programs, such as conservation education and volunteer programs, to help people connect to the benefits of national forests and develop stewardship of public lands.
4. Modify existing developed recreation facilities, and develop new facilities to accommodate the diversity of cultures, abilities, family structures and preferred activities of current populations who could benefit from recreation opportunities.

5. Provide opportunities for photography and filming to encourage public engagement such as stewardship, volunteerism, conservation education and interpretation.
6. Support the efforts of non-profit, public benefit organizations promoting conservation, education, and recreational enjoyment of the forest and the surrounding Sierra Nevada region.
7. Use recreation facility analysis to determine priority sites for both decommissioning as well as capital investment to better provide recreational and access opportunities.

## **Guidelines**

1. New projects affecting recreation opportunity should be designed to conform to ROS classes to ensure that winter and summer activities protect natural and cultural resources and allow for quiet and non-quiet recreation activities.

## **Access**

### **Desired Conditions**

1. National Forest access is safe, sustainable and properly sized to provide public enjoyment and focuses on the forest's distinctive roles and contributions. Forest roads provide access to recreation destinations, to sites where Native American traditional, cultural and religious activities are practiced, and to other forest areas that generate economic benefits for local communities.
2. Forest trails are sustainably designed and managed to provide a variety of high-quality motorized and non-motorized summer and winter public access that connects people to nature.

### **Strategies**

1. Encourage increased access in appropriate recreation settings (ROS classes) and in areas where sustainability can be achieved and maintained.
2. Size and maintain the road and trail system to minimize adverse resource effects, while providing appropriate public access to National Forest System lands and recreation facilities. Conduct a forest-level trail system assessment focusing on collaborative planning, user satisfaction and "right-sizing" the trails system for social, environmental and financial sustainability. Conduct a forest-level trail system assessment focusing on collaborative planning, user satisfaction and "right-sizing" the trails system for social, environmental and financial sustainability.
3. Coordinate management activities and projects to minimize impacts to public access and recreational experience.
4. Provide adequate parking and staging areas to meet projected access to recreation opportunities, other public use or management activities.
5. Explore partnership opportunities with user groups and seek reliable information sources outside of the agency to improve data collection and data management on recreation use and demand.
6. Use the Watershed Condition Framework for establishing priorities for the restoration of unauthorized routes.
7. Increase the use of volunteers and partners to prioritize and complete deferred maintenance work.

## **Standards**

1. Over-snow vehicle use shall only occur on depths of snow 18 inches or greater and avoids ground disturbance.

## **Guidelines**

1. Restoration projects that address unauthorized routes that are contributing to substantial adverse resource effects should consider restoring the impacted area to a natural contour and natural landscape condition to minimize long term erosion risks and reduce the risk of further unauthorized uses.

## **Scenic Character**

### **Desired Conditions**

1. A variety of ecologically sound, resilient and visually appealing forest landscapes support the forest's recreation distinctive roles and contributions.
2. Landscapes reflect healthy ecosystem diversity and contribute to visitors' sense of place.
3. Scenic character is improved by perpetuating scenic attributes and improving scenery stability, producing more ecologically-sound landscapes through the use of vegetation treatments and by restoring fire and other ecological processes to the landscape.
4. High scenic integrity is evident in places people prefer to visit and view. The Forest Service, other agencies and other adjacent landowners maintain shared vistas.
5. Scenic character associated with heritage resources, traditional cultural properties and sacred sites are protected through consultation with Indian tribes, traditional cultural practitioners, consulting parties and project design.

### **Strategies**

1. Manage for scenic stability through actions that will enhance and protect desired scenic attributes through vegetation treatments to achieve high scenic stability on a project-by-project basis over the plan period. Examples include aspen stand enhancements and riparian area restorations.
2. Restore damaged landscapes (currently meeting low or no scenic integrity levels), to meet or exceed the established scenic integrity objective.
3. Mitigate the establishment of visible lines in landscape areas where vegetation is removed for management objectives. Cleared areas will include edges that reflect the visual character of naturally occurring vegetation openings.
4. Maintain or create scenic vistas as necessary to meet the needs of the public and improve scenery in areas of high public concern.
5. In all vegetation treatment and fuels reduction projects, consider improving scenery resources, especially in areas that do not meet established scenic integrity objectives.
6. Manage scenery to perpetuate the overall natural-appearing setting, protect significant scenic features, and ensure that development is appropriate for the area in which it is located in terms of size, mass, architectural style and density.



7. In prioritizing areas for restoration, focus on landscapes with high scenic attractiveness to improve scenic stability.
8. Consult annually with Indian tribes, traditional cultural practitioners and consulting parties and use project design to protect heritage resources, traditional cultural properties and sacred sites.
9. Incorporate heritage, traditional and cultural properties and sacred sites in the development of project level scenery assessments.

## **Guidelines**

1. All resource management and permitted activities should strive to meet or exceed the established scenic integrity objectives, recognizing that short-term changes in visual condition may be needed to achieve longer-term scenic integrity objectives.

# **Cultural Resources**

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## **Desired Conditions**

1. Cultural resources (buildings, sites, districts, structures, and objects) having scientific, cultural or social values are preserved and protected for their cultural importance. Site integrity and stability is protected and maintained on sites that are susceptible to imminent risks or threats, or where the values are rare or unique. Priority heritage assets are stable and their significant values protected. Vandalism, looting, theft and human-caused damage to heritage resources are rare. Site significance and integrity are maintained through conservation and preservation efforts and receive minimal impact from visitors.
2. Cultural resources, traditional cultural properties and sacred sites are protected through consultation with Indian tribes, traditional cultural practitioners, consulting parties and project design.
3. Cultural resources provide educational opportunities that connect people, past and present, to the land and its history. Through positive heritage experiences provided by interpretive sites, historic standing structures and other materials, the public has an appreciation for the region's history and develops an awareness of preservation efforts. In some cases, historic routes (e.g., railroad grades) are used for recreation trails with interpretation of their history and some historic features. Heritage-based recreation opportunities are connected, where practical, with other recreation opportunities such as trails.
4. Public enjoyment is enhanced by opportunities to visit interpretive cultural resource sites. Archaeological site etiquette information is readily available to national forest visitors. Interpretation of the human history of the forest promotes greater public understanding of the communities that have depended on this landscape for their livelihood, recreation and spiritual wellbeing.
5. Opportunities exist for volunteers to participate in cultural resource conservation activities such as research, site stabilization, conservation and interpretation. Cultural resource programs, interpretive presentations, or publications are available to provide the public with opportunities to learn about, understand and experience the forest's past.

## Strategies

1. Efficiently manage cultural resource databases to support resource management and research, in cooperation with the appropriate California and Nevada state agencies.
2. Use education and enforcement to deter vandalism.
3. Implement restrictions, using permits and visitation controls, when necessary, to protect sites from physical damage and excessive wear and tear.
4. Collaborate with site stewards, volunteers, tribal governments, local governments, state and federal agencies, schools and universities and non-profit groups to protect sites and facilitate development of research, educational and interpretive opportunities.
5. Identify and develop heritage tourism opportunities in collaboration with tribal governments, local organizations and businesses to provide an economic benefit to the community, while fostering a mindset of long term sustainability of the resource.
6. Emphasize “self-discovery” developments for interpretation to minimize the need for onsite staffing. Interpretation should include messages on individual responsibility to protect forest resources.

## Guidelines

1. When avoiding significant adverse impacts to traditional cultural properties is not possible, impacts should only be authorized after negotiating and signing a memorandum of agreement between the Forest Service and the appropriate tribe(s).
2. Cultural artifacts should only be collected for diagnostic dating purposes, answering research questions or protection of the artifact when special circumstances require collection.
3. Historic property protection provisions should be included in contracts and special use permits as applicable.
4. To protect the cultural setting of a site and visitor experiences, commercial use of heritage-based interpretive sites should be limited to activities that enhance the public’s understanding of the resource, protect and preserve the resource and are consistent with tribal interests.

# Wilderness

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## Desired Conditions

1. The wilderness character of each wilderness, including the qualities of untrammeled, natural, undeveloped, opportunities for solitude or primitive recreation, and other features of value (ecological, geological or other features of scientific, educational, scenic or historical value unique to each specific wilderness area) are preserved and, when possible, enhanced.
2. Areas recommended for wilderness, and similar areas designated through forest plans, retain their wilderness character until their designations as wilderness or other use are determined by Congress.

Existing plan direction is being reviewed to determine if additional updates are needed.

# Wild and Scenic Rivers

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## Desired Conditions

1. The free flowing condition, water quality and specific outstandingly remarkable values of designated wild and scenic rivers are retained or enhanced. Any development is consistent with the classification, and management is consistent with a current comprehensive river management plan.
2. Eligible and recommended wild and scenic rivers retain their free-flowing condition, water quality and specific outstandingly remarkable values. Recommended classifications remain intact until further study is conducted or until designation by Congress.

Existing plan direction is being reviewed to determine if additional updates are needed.

# Pacific Crest National Scenic Trail Corridor

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## Desired Conditions

1. The Pacific Crest National Scenic Trail (PCT) corridor is permanently protected to provide outstanding primitive hiking and horseback experiences:
  - Roads and motorized trails, including snowmobiles, do not intersect the trail except at designated crossings which should be minimized, preferably fewer than one crossing per 5 miles of trail;
  - Lands or interests are acquired where needed to protect the trail experience;
  - Visitor use is managed to protect the experiences and other overlapping land management desired conditions.
2. The trail corridor provides panoramic views of undisturbed landscapes in a tranquil scenic environment, and features historic high country landmarks where they occur. The corridor is of sufficient width to encompass national trail resources, qualities, values, associated settings and the primary use or uses. This includes vistas (key observation points), campsites, water sources and other important resource values.
3. National Forest System lands within the PCT corridor meet or exceed a high scenic integrity objective, and those within the middle ground and background landscape distance zones meet at least a medium scenic integrity objective.
4. The emphasis will be on providing remote backcountry recreation settings in a predominately natural or natural-appearing landscape. Development levels and levels of use vary by location and do not detract from those experiences.

## Strategies

1. Use partnerships to achieve the maintenance and management goals for the PCT.

2. Place priority on the purchase of lands or interest in lands necessary to protect the PCT experience as delineated in the PCT Land Acquisition Inventory.
3. Reconstruct or relocate existing portions of the PCT as needed to enhance the recreation experience and protect resources. Trail relocations will be evaluated using the optimal location review process in partnership with adjoining federal agencies and the Pacific Crest National Scenic Trail Association.
4. Establish key observations points along the trail corridor that will serve as monitoring points for proposed projects during the life of the plan to evaluate the condition of scenery resources.
5. Allow timber harvest, prescribed burning and wildland fire to manage vegetation consistent with desired conditions and setting for the PCT.
6. Wildfire suppression strategies will strive to minimize impacts on PCT values.

## **Standards**

1. New recreation events such as foot races or horseback endurance events and fundraising events must be limited to designated crossings only.
2. New roads, permanent or temporary, are not permitted within the trail corridor unless required by law to provide access to private lands and documented as the only prudent and feasible alternative.
3. The use of bicycles and other mechanized transport and motorized use is prohibited on the PCT tread and within the trail corridor, except on trails designated crossings where such use is allowed.
4. Outside the proclamation boundary, PCT corridor lands with easements or outstanding rights will be managed consistent with deed transfer language and the PCT corridor direction.
5. The PCT is a concern level 1 travelway, and middle ground and background areas on National Forest System lands seen from the PCT must be managed to meet or exceed a scenic integrity objective of at least moderate for scenery in accordance with scenic integrity objectives identified through the scenery management system.
6. All management activities must meet a scenic integrity objective of high or very high.
7. For leasable minerals such as oil, gas and geothermal energy, PCT permits and activities within the trail corridor are available for leasing but must contain a "no surface occupancy" stipulation within the foreground and immediate foreground visual zones, based on the Forest Service Scenery Management System.
8. For mineral materials such as sand, gravel, pumice, cinders and other common variety minerals, extraction is prohibited within the PCT corridor. When existing permits terminate or expire, new permits will be changed to reflect this standard.
9. All mining claims pre-dating the congressional designation of the PCT are subject to valid existing rights. Any mineral exploration or extraction that causes surface disturbance within the trail corridor is prohibited, including recreational rock and mineral collecting.
10. Construction of new communication sites is prohibited within the PCT corridor.

11. Construction of new wind towers is prohibited within the PCT corridor.
12. New utility lines or rights-of-way are prohibited within the PCT corridor unless they represent the only feasible and prudent alternative to meet an overriding public need. Project design and mitigation will be sufficient to protect trail values. This includes required mitigation measures such as screening, feathering and other visual management techniques to mitigate visual and other impacts of new or upgraded utility rights-of-way. Mitigation measures apply to facilities as well as vegetation.
13. New buildings and structures associated with special uses that would be visible from the PCT are prohibited within the trail corridor.

## **Guidelines**

1. To maintain the outstanding primitive hiking and horseback experiences, new crossings of the PCT by trails for bicycles or other mechanized transport should be avoided except as mutually agreed on by the forest and the Pacific Crest National Scenic Trail Association.
2. Road and utility corridors should cross at right angles to the PCT wherever possible to minimize scenery impacts.
3. To provide outstanding opportunities for primitive hiking and equestrians, apply Recreation Opportunity Spectrum (ROS) primitive class wherever possible, with a second preference for semi-primitive non-motorized within the PCT corridor. In locations where the existing condition is semi-primitive motorized or roaded natural, that ROS may be retained.
4. To minimize impacts to desired conditions for natural resources and visitor experiences, such as solitude, implement visitor use management strategies such as planning and managing visitor use and the recreation setting through education, site management, regulation and enforcement.
5. Management of overnight camping and recreation use should recognize different levels of use and desired recreation opportunities consistent with overall PCT desired conditions.
6. To enhance the recreation experience and protect resources, consider reconstructing or relocating existing portions of the PCT as needed. Trail relocations should be evaluated using the optimal location review process in partnership with adjoining federal agencies and the Pacific Crest National Scenic Trail Association.

## **National Recreation Trails**

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- Inyo: Whitney Portal, Methuselah and Discovery National Recreation Trails
- Sequoia: Cannell Meadow, Jackass Creek, and Summit National Recreation Trails
- Sierra: Black Point, Rancheria Falls, Kings River, Lewis Creek, and Shadow of the Giants National Recreation Trails

## **Desired Conditions**

1. National recreation trails meet the intended goals and preserve the values and recreation opportunities for which they were established.
2. The trail setting provides a variety of opportunities that are consistent with or complement the existing recreation opportunity spectrum class where the trail segment is located.
3. Limited recreation facilities, such as interpretive signs, viewing platforms and benches may be present along the trail. Trailheads may offer amenities such as picnic facilities or interpretive information that enhances the experience of using the trail.

## **Strategies**

1. Use partnerships and volunteers to achieve management goals for national recreation trails.
2. Where the trail leads to an outstanding destination feature, protect the qualities of that feature.
3. Reconstruct or relocate existing portions of the trail as needed to enhance the recreation experience and protect natural and cultural resources.
4. Design trailheads with sensitivity to scale and the character of the setting.
5. Implement measures to protect areas of high ecological values, such as rare plant sites or unique geological features within the corridor, as needed.

## **Standards**

1. National recreation trails must be managed consistent with trail management objectives and the maintenance standards for trail class and managed use.

## **Guidelines**

1. Management activities within the foreground views from the trail should be designed to meet a scenic integrity objective at least as high as shown on the minimum scenic integrity map. Management activities in the middle and background should meet or exceed a scenic integrity objective of at least moderate. As appropriate, include scenery management considerations in special use permits that affect national recreation trails.
2. During management activities, measures should be implemented to maintain safe public access to national recreation trails.

# **Interpretation and Education**

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## **Desired Conditions**

1. Communication and interpretive messages show respect for the diverse backgrounds and needs of visitors.

2. Interpretation and conservation education materials convey clear messages about natural and cultural resources, climate change, responsible recreation use and etiquette and Native American heritage and culture.
3. Interpretive activities and programs communicate key stewardship concepts relevant to the forest.
4. Residents and visitors have ample opportunities to experience, appreciate and learn about the forest's wildlife, fish and plant resources.
5. There is little human litter as a result of effective enforcement, patrols and use of refuse and recycling facilities.
6. The public understands and is aware of Forest Service projects and management actions, as well as the importance of ecosystem services.
7. Partners and volunteers are engaged in coordination, development and delivery of educational and community outreach programs.
8. Outreach programs actively engage urban populations, youth and underserved communities.
9. Public use and education are provided for while preserving the historically and culturally significant aspects of nationally registered historic sites and culturally important properties.

## **Strategies**

1. Periodically review interpretation and education programs and information for consistency with national objectives and regional and local issues.
2. Communicate the range of recreation opportunities and settings while emphasizing shared and multiple use objectives to the public. Encourage public responsibility for natural and cultural resource protection and recreation etiquette.
3. Provide visitor information services at major entry points and areas of concentrated use.
4. Provide and update interpretive signage, wayside exhibits, publications and programs using a variety of media and methods.
5. Educate the local community about the importance of ecosystem services and stewardship principles using teacher trainings, school programs and community events.
6. Educate the local community about principles and methods for sustaining forests in a changing climate.
7. Inform the public about Forest Service projects and management actions.
8. Develop bi-lingual communication tools including publications, information boards and radio spots.
9. Involve and encourage youth from diverse backgrounds in environmental education programs.

# Mono County Community Development Department

P.O. Box 347  
Mammoth Lakes, CA 93546  
(760) 924-1800, fax 924-1801  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

P.O. Box 8  
Bridgeport, CA 93517  
(760) 932-5420, fax 932-5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

August 15, 2014

Inyo National Forest  
Forest Plan Revision  
351 Pacu Lane, Suite 200  
Bishop, CA 93514  
Attn: Lesley Yen, Forest Planner

RE: Forest Plan Revision Comments

Thank you for the early opportunity to comment on the draft Notice of Intent (NOI) and draft Proposed Action for Forest Plan Revision as an interested cooperating agency. In reviewing the two documents provided, it appears that a number of our previous comments (January 31, 2014 and June 30, 2014) have been addressed in some manner. The following are initial comments on the draft NOI:

- Management direction specific to the Bi-State Distinct Population Segment of Greater Sage-Grouse is appreciated. Since inadequate regulatory mechanisms have been cited in the proposed listing rule by the US Fish and Wildlife Service, the revised language addressing this concern is helpful. We suggest adding a strategy to the Bi-State DPS section (p. 44) to participate in collaborative forums such as the Executive Oversight Committee, Technical Advisory Committee, and Local Area Working Group to implement the Bi-State Action Plan and sage-grouse conservation.
- Consistent with recent Mono County resource efficiency and biomass planning efforts, it is requested that under Fire Management, support for biomass utilization projects to create a market-driven mechanism that helps achieve Timber and Fire Management objectives be included.
- Recognition of air quality impacts from wildfire is appreciated: Mono County has experienced numerous Federal PM-10 air quality violations in the past two seasons due to wildfire smoke, which impacts public health and safety, visual aesthetics, and our tourism-based economy. Providing direction for transparent analysis of smoke tradeoffs from prescribed fire and managed wildfire on communities down wind, including the timing and intensity of smoke impacts, is helpful.
- Acknowledgement that recreation is important to the economic sustainability of local communities and business is helpful. With only 6% private land in Mono County, our tourism-based economy, and therefore our residents and businesses, rely heavily on recreation opportunities on federal lands. The desired condition for summer and winter public access that connects people to nature is appreciated. Reference to the recently enacted Ski Area Summer Recreation Enhancement Opportunity Act would be helpful in highlighting potential summer use expansion at facilities such as June Mountain. As noted in our previous comments, the current California drought is a reminder that both water and snow-based recreation on the Forest are at risk, and diversified recreation offerings at established ski areas may provide for year-round, all-season capacity.



- Strategies calling for a common recreation vision and collaboration with neighboring communities are appreciated and consistent with Mono County policies. As the trail system assessment focuses on collaborative planning (p.66), the trail needs of local communities should be a primary consideration.
- References to working and partnering with communities and stakeholders on recreation and tourism issues are appreciated. The strategy (p.64) providing opportunities for photography and filming helps address the significant growth potential for filming identified by our Economic Development Department and film commission.
- In 2010, Mono County completed a Landownership Adjustment Project report, funded by the Sierra Nevada Conservancy and with the assistance of the Sierra Business Council. Stakeholders included the California Department of Fish and Wildlife (Game), City of Bishop, Humboldt Toiyabe National Forest, Inyo County, Inyo National Forest, Los Angeles Department of Water and Power, and the Bureau of Land Management Bishop Office. The report recommends the Inyo National Forest add a Forest Plan policy committing to early engagement of communities in landownership adjustment efforts. The communities are very concerned about being informed and able to provide input to influence the process
- Consistent with our past comments, water policy should support providing for the water needs of neighboring communities.

As noted in prior comments, Mono County is also under way with a general plan update and supporting environmental review, and we look forward to coordinating on common topic areas. The outreach provided to date by the Inyo National Forest to our Board of Supervisors, Planning Commission, Collaborative Planning Team, and Regional Planning Advisory Committees has been greatly appreciated. As the planning and environmental process continues, we request that our boards, commissions, and committees continue to be used extensively to engage Mono County and its citizens.

Your favorable consideration of these comments is appreciated. Please contact Associate Analyst Wendy Sugimura at 760.924.1807, [wsugimura@mono.ca.gov](mailto:wsugimura@mono.ca.gov) if you have any questions.

Sincerely,



Scott Burns  
Director

# Mono County Community Development Department

P.O. Box 347  
Mammoth Lakes, CA 93546  
(760) 924-1800, fax 924-1801  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

P.O. Box 8  
Bridgeport, CA 93517  
(760) 932-5420, fax 932-5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

June 30, 2014

Mike Dietle  
Land Management Plan Revision  
U.S. Forest Service  
Ecosystem Planning Staff  
1323 Club Drive  
Vallejo, CA 94592

Dear Mr. Dietle:

Thank you for the opportunity to comment on the latest Need to Change Analysis concerning the update to the Inyo, Sequoia and Sierra National Forests management plans. At the June 19 workshop in Bishop, it was announced that comments on the Draft Desired Conditions would be accepted until the first full week in July, and thus additional comments will be forthcoming. We appreciate the outreach on the Update that Inyo Forest staff has provided to the Mono County Board of Supervisors, Planning Commission and Regional Planning Advisory Committees (RPACs) to date, and look forward to continued outreach during this planning process.

Given the short comment period provided for the Updated Need to Change, the following reflects initial comments of the Mono County Community Development Department. Additional comments will be provided through the RPAC, Board of Supervisors and Planning Commission outreach process.

## **Section 1: 2012 Planning Rule**

The clarification of the 2012 Planning Rule requirements is helpful. Under the required review of wilderness, significant portions of Mono County appear in the preliminary wilderness inventory. We request that any wilderness proposals be provided ample opportunity for local review, and that the needs for orderly growth of Mono County communities be a primary consideration.

## **Section 2: Recommendations for Change.**

### **Water**

When considering aligning plan components with new Forest Service Groundwater Directives and developing strategies to address trends with water shortages and drought, we request that community water needs be a primary consideration.

### **Air**

Regarding smoke impacts (particulate matter), we support the reduction of long term particulate matter levels through vegetation management, but request that local economies be included in the decision process. For example, if a "good" fire is burning and being managed for resource purposes but causing smoke impacts to tourists and the tourist economy during a

major holiday weekend, perhaps a more aggressive suppression plan would be warranted. Our past comments have also addressed the timing and intensity of management fires to downwind areas such as Mono County communities.

#### At-Risk Species

Regarding sage grouse, in addition to providing consistency with the Humboldt-Toiyabe forest plan amendment, an aggressive commitment to institutionalizing and implementing the Bi-State Action Plan for the Bi-State Distinct Population Segment of the Greater Sage-Grouse is requested. The past and current efforts of the INF and other agencies has received favorable review by the US Fish and Wildlife Service, with an acknowledgement that implementation of the Bi-State Action Plan could avoid the need to list the grouse as threatened. A strong INF commitment to the multi-agency implementation effort is recommended.

#### Range

Integrating plan components to resolve management direction for range condition and ecologic integrity in a manner that supports economic sustainability of livestock is appreciated and consistent with the Mono County general plan.

#### Timber

Current Mono County efforts support plan components that encourage economically-viable vegetation management, such as biomass.

#### Recreation:

We appreciate and support the direction to guide the transition of winter resorts to year-round use. This is particularly beneficial for the June Lake community, where community efforts have focused on year-round use of the June Mountain ski area.

In converting from the VMS to the Scenery Management System, we request that Mono County scenic policies, including current efforts to designate Hwy 395 as a National Scenic Byway, be considered.

The inclusion of working with partners to adequately protect and manage recreation and visitor experiences is appreciated. Mono County's ongoing agreement with Friends of the Inyo on trail maintenance is an example of such a complimentary partnership. This need to change is also consistent with Mono County's economic development strategy currently under review.

### **Section 3: Areas Not Recommended for Change.**

#### Energy and Minerals

Under Transmission Corridors it notes that there are "no new proposals" and the trend does not warrant management direction change. While there may be no formal proposals, there are planning documents that indicate new transmission corridors through the White and Inyo Mountains. These plans should be acknowledged and considered.

#### Infrastructure

Under Facilities and Transportation Systems, conditions are stated as poor and declining due to budgetary issues, yet no change to plans is recommended. With new federal and state transportation programs, particularly those related to active transportation, new opportunities

to manage trail and road systems may be emerging. Partnerships with local communities on trail development and maintenance should also be considered.

#### Lands

The potential for local land ownership adjustments should be addressed in some fashion. Mono County's general plan includes a number of policies addressing potential landownership adjustments, and additional guidance was provided through the 2010 Landownership Adjustment Project. Change is needed to clarify the INF local inventory and priorities.

Thank you for your consideration of these comments. The effort of the INF staff to outreach to Mono County and its communities to date has been greatly appreciated, and we request continued outreach as the Forest Plan Revision moves to the scoping phase. Please contact Community Development Analyst Brent Calloway at 760.924.1809 if you have any questions regarding these comments, or need information to schedule outreach meetings with the Mono County Board of Supervisors, Planning Commission, Collaborative Planning Team and RPACs.

Respectfully,

A handwritten signature in black ink, appearing to read "Scott Burns", written over a light blue horizontal line.

Scott Burns  
Director

# Mono County Community Development Department

---

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[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

January 31, 2014

Inyo National Forest  
Forest Plan Revision  
351 Pacu Lane, Suite 200  
Bishop, CA 93514  
Attn: Deb Schweitzer

RE: Forest Plan Revision Comments

The Mono County Community Development Department (CDD) and Economic Development Department (EDD) appreciate the opportunity to provide feedback to the Inyo National Forest (INF) regarding the “need to change” phase of the Forest Plan Revision. Our staff attended the Bishop meeting last night and participated in the various breakout groups. As we understand the process, the plan revision phase is scheduled to be completed in two years, by the end of December, 2015. The meeting last night was focused on six Initial Emphasis Areas, including:

- Meadows
- River and Stream Aquatic and Riparian Ecosystems
- Vegetation, Wildlife, Fire Resilience
- Community Fire Resistance and Ecologic Integrity –WUI & Risk Management
- Vegetation, Wildlife, Invasives, Fire – Eastside Sage and Pinyon –Juniper Landscapes, and
- Sustainable Recreation

As noted in prior comments, Mono County is also under way with a general plan update, and we look forward to coordinating on common topic areas. Although these emphasis areas have some relationship to topics of our plan update, they do not necessarily represent local priorities of concern. We do understand these emphasis areas are also the focus of the Sierra and Sequoia Forest Plan Revisions, thus the broader subject matter. We are concerned, however, more locally relevant issues may be overlooked, particularly those important to a mutually-beneficial relationship between the county, our constituents and stakeholders and the INF.

We respectfully request consideration of the following areas of concern in the “need to change” process:

- *Partnerships.* The development of a framework for collaborative, working partnerships between the Forest and the county, as well as local non-profits will allow the INF to address and relieve its strained capacity issues.
- *Film Productions.* Filming in Mono County is showing significant growth potential and represents a low-impact, revenue-generating opportunity for both the INF as

well as for the gateway communities. The INF's permitting and monitoring resources are stretched thin, and working together with the county's film commission is another excellent example to be considered for establishing a viable framework for collaborative partnerships.

- *Multiple Uses.* Sustainable recreation as an area of emphasis should specifically address the diversity of users and uses on the Forest. The quality and maintenance of the trail systems, for example – whether for summer or winter use, motorized or non-motorized, are critical. Just over 80% of all visitors surveyed in the *Mono County Economic Impact Study/Visitor Profile (2008)* indicated that their primary reason for visiting the region was a) to sightsee and/or b) to participate in outdoor recreation. The survey also shows that the top five summer activities in Mono County are hiking, fishing, camping, photography and biking. Over 54% of those surveyed said that hiking was the number one reason they come to Mono County, which extrapolates to over 700,000 people annually who come here, first and foremost, to hike. Management and upkeep of the trail systems in the INF are therefore of paramount importance and should receive adequate attention, planning, partnerships and funding to ensure a quality recreational product and experience. Allowances for new environmentally appropriate trails, particularly those consistent with local community efforts and plans, should be recognized in the “need to change” forum, as trails not only benefit local communities but inspire new and return visitation, thus generating positive economic impact regionally and a growth in stewardship for the Forest.
- *All-season Recreation and Climate Change.* The recent Ski Area Summer Recreational Enhancement Opportunity Act may align nicely with local efforts to grow the struggling economies of our ski towns. The current drought crisis in California is a very real reminder that both water- and snow-based recreation on the Forest are at risk; diversified recreation offerings at established ski areas may provide for year-round, all-season capacity, and should be considered. Examining management policies for areas accessible during low snow winter periods has also become a recent issue of local interest, as has the timing and intensity of smoke impacts from management fires downwind from our region.
- *Timing.* The Forest Management Plan Revision process is a valuable one and appears compressed due to aggressive timelines, which makes it difficult for stakeholders, agencies, organizations, residents and visitors to provide insightful contributions. We offer local forums such as Regional Planning Advisory Committees (RPACs), Collaborative Planning Team, Tourism and Planning Commissions and Board of Supervisors as convenient and regularly scheduled venues to assist in public outreach for the plan revision.

We learned at last evening's meeting that the plan revision is now moving into the period where desired conditions are to be identified, which appears to be a critical time for our citizens, boards, commissions – and the millions of visitors to the Inyo who reside outside Mono County -- to become involved. To ensure that Mono County is properly engaged in the next steps of this process, it is requested that workshops with our Board of Supervisors, Collaborative Planning Team, Planning and Tourism Commissions, and Regional Planning Advisory Committees be scheduled before the

NEPA process begins in early April. We will be following-up with your staff to discuss feasibility and scheduling of such workshops.

With respect to our tourism-based economy and our visitors from outside the Eastern Sierra, we are concerned about the outreach efforts implemented thus far to engage with this large and important group. We respectfully request that the Forest develop and launch an outreach plan to connect with our visitors through electronic and traditional communication methods. Mono County EDD would be pleased to offer assistance by posting information on both our government and tourism websites, and by communicating through our E-Newsletters and social media channels.

Thank you for conducting the Bishop meeting last night, and providing this opportunity to participate in the plan revision process. Please give us a call if you have questions concerning our comments and/or requests.

Sincerely,

Scott Burns  
Community Development Director

Alicia Vennos  
Economic Development Manager



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** September 9, 2014

**Departments: Public Health**

**TIME REQUIRED** 20 minutes (10 minute discussion, 10 minute presentation) **PERSONS APPEARING BEFORE THE BOARD** Richard O. Johnson, MD

**SUBJECT** 2014-17 Public Health Emergency Preparedness Agreement

**AGENDA DESCRIPTION:**

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

Proposed contract, 14-10521, with the California Department of Public Health pertaining to Public Health Preparedness. In the past there have been 3 separate annual agreements, this year there is a single agreement that covers all 3 funding streams for the 3 years 2014-17.

**RECOMMENDED ACTION:**

The Board of Supervisors (1) Approve and authorize the Chair's signature on the NON-SUPPLANTATION CERTIFICATION FORM for the AGREEMENT outlined below, and (2) Authorize the Public Health Officer to sign the 2014-17 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, HHS Hospital Preparedness Program (HPP) STANDARD AGREEMENT (STD 213) and any additional contract amendments, and (3) Authorize the Public Health Director to sign the CERTIFICATION REGARDING LOBBYING (Exhibit D (F)).

**FISCAL IMPACT:**

Beginning this year, there is a single agreement that covers all 3 funding streams for the 3 years 2014-17, for a maximum total of \$847,314. Funding for the year 2014-15 is outlined below, with funding in subsequent years dependent upon congressional appropriations: 1. Centers for Disease Control (CDC) Public Health Emergency Preparedness Program (PHEP) – \$108,054; 2. State General Fund (GF) Pandemic Influenza Planning – \$60,487; and, 3. Hospital Preparedness Program (HPP) – \$113,897

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

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

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

**SEND COPIES TO:**  
Lynda Salcido

**MINUTE ORDER REQUESTED:**

YES  NO



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## ATTACHMENTS:

### Click to download

- [Staff Report](#)
- [Mono County Contract 14-15](#)
- [Mono FY 14-15 Non-Supplantation Certification Form](#)
- [14-15 Signed Approval Letter](#)

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### History

Time	Who	Approval
9/3/2014 12:54 PM	County Administrative Office	Yes
9/3/2014 5:02 PM	County Counsel	Yes
9/3/2014 9:35 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



Sep 9, 2014

**To:** Honorable Board of Supervisors

**From:** Lynda Salcido, Public Health Director

**Subject:** 2014-17 Public Health Emergency Preparedness Agreement

**Recommended Action:** The Board of Supervisors (1) Approve and authorize the Chair's signature on the NON-SUPPLANTATION CERTIFICATION FORM for the AGREEMENT outlined below, and (2) Authorize the Public Health Officer to sign the 2014-17 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, HHS Hospital Preparedness Program (HPP) STANDARD AGREEMENT (STD 213) and any additional contract amendments, and (3) Authorize the Public Health Director to sign the CERTIFICATION REGARDING LOBBYING (Exhibit D (F)).

**Discussion:** In October, 2003, the Board of Supervisors approved the first Public Health Preparedness and Response to Bioterrorism plan for FY 2002/3 (minute order 02-219). This program has been funded ever since by Federal CDC (Centers for Disease Control and Prevention) and ASPR (Assistant Secretary for Preparedness and Response) money, with 70% of the total funds being passed to the locals through the California Department of Public Health (CDPH). Funding is decreased by 14% this year in the HPP portion of the grant due to a decreased federal allocation.

Although in the past there have been 3 separate annual agreements, this year there is a single agreement that covers all 3 funding streams for the 3 years 2014-17, for a maximum total of \$847,314. Funding for the year 2014-15 is outlined below, with funding in subsequent years dependent upon congressional appropriations:

- Centers for Disease Control (CDC) Public Health Emergency Preparedness Program (PHEP) – \$108,054
- State General Fund (GF) Pandemic Influenza Planning – \$60,487
- Hospital Preparedness Program (HPP) – \$113,897

This agreement provides funds for Public Health to address planning, preparedness, response, mitigation, and recovery for all hazards and events that potentially impact the health of the public.

**Fiscal Impact/ Budget Projections:** The allocations for Mono County for FY 2014-15 total \$282,438, which is included in the County Budget.

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

Submitted by: \_\_\_\_\_  
Lynda Salcido, Public Health Director Date

**Richard O. Johnson, M.D., MPH, Public Health Officer**

Contact  
Office: (760) 924-1828  
Fax: (760) 924-1831  
E-Mail: rjohnson@mono.ca.gov

24/7/365 Emergency Contact  
Cell phone : 760-914-0496

REGISTRATION NUMBER	AGREEMENT NUMBER 14-10521
---------------------	------------------------------

1. This Agreement is entered into between the State Agency and the Contractor named below:  
 STATE AGENCY'S NAME (Also referred to as CDPH or the State)

California Department of Public Health

CONTRACTOR'S NAME (Also referred to as Contractor)  
 Mono County

2. The term of this Agreement is: July 1, 2014 through June 30, 2017

3. The maximum amount of this Agreement is: \$ 847,314.00  
 Eight Hundred Forty Seven Thousand Three Hundred Fourteen Dollars and No Cents

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

Exhibit A – Scope of Work	3 pages
Attachment 1 – Mono County Scope of Work	27 pages
Exhibit B – Budget Detail and Payment Provisions	6 pages
Exhibit B - Attachment 1 - Payment Criteria	4 pages
Exhibit B - Attachment 2 – Mono Budget Cost Sheet – Year 1	1 page
Exhibit B - Attachment 3 – Mono Budget Cost Sheet – Year 2	1 page
Exhibit B - Attachment 4 – Mono Budget Cost Sheet – Year 3	1 page
Exhibit C * – General Terms and Conditions	<a href="#">GTC-610</a>
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement)	25 pages
Exhibit E – Additional Provisions	2 pages
Exhibit F – Glossary of EPO Related Acronyms and Terms	11 pages

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

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

<b>CONTRACTOR</b>		<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Mono County		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Richard O. Johnson, M.D., MPH		
ADDRESS P.O. Box 3329, 437 Old Mammoth Rd., Ste. Q Mammoth Lakes, CA 93546		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME California Department of Public Health		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Angela Salas, Chief, Contracts and Purchasing		
ADDRESS 1616 Capitol Avenue, Suite 74.317, MS 1802, PO Box 997377 Sacramento, CA 95899-7377		

Exempt per: HSC 101319

**Exhibit A**  
Scope of Work

**1. Background**

This Agreement is made under authority of California Health and Safety Code, Sections 101315 to 101319. The State of California, Department of Public Health (“CDPH”) receives federal funds from the National Hospital Preparedness Program and Public Health Emergency Preparedness Cooperative Agreement Programs, CDC-RFA-TP12-120102CONT13, CFDA Number 93.074. The Legislature has appropriated the Federal funds to CDPH in the annual Budget Act for allocation by CDPH to the local health jurisdiction and/or local entity.

**2. Service Overview**

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein.

The Mono County Emergency Preparedness (EP) program will, based upon their local program priorities, develop and implement specific activities in accordance with the requirements of the Centers for Disease Control and Prevention (CDC) and the Local Grant Application Guidance (Guidance) for Financial Year (FY) 20014-15 by completing the Hospital Preparedness Program (HPP), Public Health Emergency Preparedness (PHEP) and Pandemic Influenza (Pan Flu) Work Plan templates provided within the Guidance.

Hospital Preparedness Program (HPP) capabilities

1. Health Care System Preparedness
2. Health Care System Recovery
3. Emergency Operations Coordination
5. Fatality Management
6. Information Sharing
10. Medical Surge
14. Responder Safety and Health
15. Volunteer Management
16. Program Management

Public Health Emergency Preparedness (PHEP) capabilities

1. Community Preparedness
2. Community Recovery
3. Emergency Operations Coordination
4. Emergency Public Information and Warning
5. Fatality Management
6. Information Sharing
7. Mass Care
8. Medical Countermeasure Dispensing
9. Medical Materiel Management and Distribution
10. Medical Surge
11. Non-Pharmaceutical Interventions
12. Public Health Laboratory Testing
13. Public Health Surveillance and Epidemiological Investigation
14. Responder Safety and Health
15. Volunteer management
16. Program Management

**Exhibit A**  
Scope of Work

General Fund Pandemic Influenza (Pan Flu) capabilities

- 1. Planning and Preparedness
- 17. Program Management

For all funding streams, see Attachment A 1: Scope of Work/Work Plan

**3. Service Location**

The services shall be performed at applicable facilities in **Mono County**.

**4. Service Hours**

The services shall be provided during normal Contractor working hours, Monday through Friday, excluding national and State holidays.

**5. Project Representatives**

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

<b>California Department of Public Health</b>	<b>Mono County</b>
EPO Contract Manager Mark Pfeifer Telephone: (916) 319-8190 Fax: (916) 650-6420 Email: Mark.Pfeifer@cdph.ca.gov	Name: Richard O. Johnson, M.D., MPH Telephone: (760) 924-1828 Fax: (760) 924-1831 Email: drrickjohn@gmail.com

B. Direct all inquiries to:

<b>California Department of Public Health</b>	<b>Mono County</b>
Emergency Preparedness Office Attention: Local Management Unit MS 7002 P.O. Box 997377 Sacramento, CA 95899-7377  Telephone: (916) 650-6416 Fax: (916) 650-6420	County of Mono Public Health Department P.O. Box 3329, 437 Old Mammoth Rd., Ste. Q Mammoth Lakes, CA 93546  Telephone: (760) 924-1830 Fax: (760) 924-1831

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

**Exhibit A**  
Scope of Work

**6. Required Deliverables for Program Review and Evaluation**

A. The Contractor will submit as deliverables to the Emergency Preparedness Office the following documents:

- 1) Contractor must submit semi-annual written progress reports and expenditure reports according to the schedule shown below. The purpose of the progress reports and expenditure reports are to document activities and expenditure of funds.

Midyear: July 1 - December 31

Due Date: January 31

Year-End: July 1 - June 30

Due Date: August 30

- 2) Each progress report shall include, but not be limited to, data and information required by statute (cost report and progress on program activities) and information needed to satisfy federal reporting and CDPH monitoring requirements; including, Performance Measures and other data as required in the federal funding announcement. The reports shall be submitted in accordance with procedures and a format required by CDPH.

**7. Subcontracts Requirements**

Subcontracts with other governmental agencies may be allowed with prior CDPH approval.

**8. Work Plan Requirements**

See the following pages for a detailed description of the services to be performed.

**9. Services to be Performed**

The services to be performed by the Contractor and activities specified in the Application, Work Plans and Budgets submitted to CDPH which are incorporated by reference herein.

Exhibit A – Attachment 1  
Mono County Scope of Work  
Hospital Preparedness Program (HPP)

**HPP Capability 1: Healthcare System Preparedness**

**Objective:** Strengthen the ability of a community’s healthcare system to prepare, respond, and recover from incidents that have a public health and medical impact in the short and long term. The healthcare system role in community preparedness involves coordination with emergency management, public health, mental/behavioral health providers, community and faith-based partners, state, local, and territorial governments to do the following: 1) Provide and sustain a tiered, scalable, and flexible approach to attain needed disaster response and recovery capabilities while not jeopardizing services to individuals in the community; 2) Provide timely monitoring and management of resources; 3) Coordinate the allocation of emergency medical care resources; and 4) Provide timely and relevant information on the status of the incident and healthcare system to key stakeholders. Healthcare system preparedness is achieved through a continuous cycle of planning, organizing and equipping, training, exercises, evaluations and corrective actions.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Function 1: Develop, refine, or sustain Healthcare Coalitions</li> <li><input checked="" type="checkbox"/> Function 2: Coordinate healthcare planning to prepare the healthcare system for a disaster</li> <li><input checked="" type="checkbox"/> Function 3: Identify and prioritize essential healthcare assets and services</li> <li><input checked="" type="checkbox"/> Function 4: Determine gaps in the healthcare preparedness and identify resources for mitigation of these gaps</li> <li><input type="checkbox"/> Function 5: Coordinate training to assist healthcare responders to develop the necessary skills in order to respond</li> <li><input type="checkbox"/> Function 6: Improve healthcare response capabilities through coordinated exercise and evaluation</li> <li><input checked="" type="checkbox"/> Function 7: Coordinate with planning for at-risk individuals and those with special medical needs</li> </ul>	<p>7/1/14 – 6/30/17</p>		<ol style="list-style-type: none"> <li>1. Maintain Hospital Preparedness Coordinator and HPP Partnership Coordinator.</li> <li>2. Support Operational Area Healthcare Coalition by providing resources to participating healthcare facilities for planning and other preparedness activities.</li> <li>3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. Revise work plan as directed by CDPH.</li> <li>4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. Submit annual performance measure data as required by the federal government.</li> <li>6. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Hospital Preparedness Program (HPP)

**HPP Capability 2: Healthcare System Recovery**

**Objective:** Collaborate with Emergency Management and other community partners, (public health, business, education and other partners) to develop efficient processes and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible. The focus is an effective and efficient return to normalcy or a new standard of normalcy for the provision of healthcare delivery to the community.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Function 1: Develop recovery processes for the healthcare delivery system</li> <li><input checked="" type="checkbox"/> Function 2: Assist healthcare organizations to implement Continuity of Operations (COOP)</li> </ul>	<p>7/1/14 – 6/30/17</p>		<ol style="list-style-type: none"> <li>1. Support healthcare facility and operational area recovery planning.</li> <li>2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>3. Revise work plan as directed by CDPH.</li> <li>4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>5. Submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>6. Submit annual performance measure data as required by the federal government.</li> <li>7. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.</li> </ol>



Exhibit A – Attachment 1  
Mono County Scope of Work  
Hospital Preparedness Program (HPP)

**HPP Capability 3: Emergency Operations Coordination**

**Objective:** Strengthen ability for healthcare organizations to engage with incident management at the Emergency Operations Center or with on-scene incident management during an incident to coordinate information and resource allocation for affected healthcare organizations. This is done through multi-agency coordination representing healthcare organizations or by integrating this coordination into plans and protocols that guide incident management to make the appropriate decisions. Coordination ensures that the healthcare organizations, incident management, and the public have relevant and timely information about the status and needs of the healthcare delivery system in the community. This enables healthcare organizations to coordinate their response with that of the community response and according to the framework of the National Incident Management System (NIMS).

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Function 1: Healthcare organization multi-agency representation and coordination with emergency operations</li> <li><input checked="" type="checkbox"/> Function 2: Assess and notify stakeholders of healthcare delivery status</li> <li><input checked="" type="checkbox"/> Function 3: Support healthcare response efforts through coordination of resources</li> <li><input checked="" type="checkbox"/> Function 4: Demobilize and evaluate healthcare operations</li> </ul>	<p>7/1/14 – 6/30/17</p>		<ol style="list-style-type: none"> <li>1. Maintain HPP Coordinator, Partnership Coordinator, and Healthcare Coalition and maintain operational area response plans to ensure coordination across healthcare providers, emergency management, emergency medical services, and public health.</li> <li>2. Maintain emergency operation centers within Healthcare Coalition member facilities and train healthcare staff in emergency response activities including ICS (Hospital Incident Command, Nursing Facility Incident Command, and Clinic Incident Command). For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>3. Attend CDPH annual workshop, healthcare provider related workshops, Homeland Security, other approved emergency preparedness workshops, and CDC and ASPR sponsored workshops.</li> <li>4. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. Revise work plan as directed by CDPH. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>6. Submit annual performance measure data as required by the federal government.</li> <li>7. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Hospital Preparedness Program (HPP)

**HPP Capability 5: Fatality Management**

**Objective:** Coordinate with organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/behavioral health services for family members, responders, and survivors of an incident. Coordination also includes the proper and culturally sensitive storage of human remains during periods of increased deaths at healthcare organizations during an incident.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input type="checkbox"/> Function 1: Coordinate surges of deaths and human remains at healthcare organizations with community fatality management operations  <input type="checkbox"/> Function 2: Coordinate surges of concerned citizens with community agencies responsible for family assistance  <input type="checkbox"/> Function 3: Mental/behavioral support at the healthcare organization level	7/1/14 – 6/30/17		<ol style="list-style-type: none"> <li>1. Maintain HPP Coordinator, HPP Partnership Coordinator, and Healthcare Coalition.</li> <li>2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>3. Revise work plan as directed by CDPH.</li> <li>4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>6. Submit annual performance measure data as required by the federal government.</li> <li>7. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Hospital Preparedness Program (HPP)

**HPP Capability 6: Information Sharing**

**Objective:** Conduct multijurisdictional, multidisciplinary exchange of public health and medical related information and situational awareness between the healthcare system and local, state, Federal, tribal, and territorial levels of government and the private sector. This includes the sharing of healthcare information through routine coordination with the Joint Information System for dissemination to the local, state, and Federal levels of government and the community in preparation for and response to events or incidents of public health and medical significance.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Function 1: Provide healthcare situational awareness that contributes to the incident common operating picture</li> <li><input checked="" type="checkbox"/> Function 2: Develop, refine, and sustain redundant, interoperable communication systems</li> </ul>	7/1/14 – 6/30/17		<ol style="list-style-type: none"> <li>1. Maintain HPP Coordinator, Partnership Coordinator, and Healthcare Coalition and maintain communications plan and communication equipment for Local HPP Entity and Healthcare Coalition members.</li> <li>2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>3. Revise work plan as directed by CDPH.</li> <li>4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>6. Submit annual performance measure data as required by the federal government.</li> <li>7. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Hospital Preparedness Program (HPP)

**HPP Capability 10: Medical Surge**

**Objective:** Strengthen ability to provide adequate medical evaluation and care during incidents that exceed the limits of the normal medical infrastructure within the community. This encompasses the ability of healthcare organizations to survive an all-hazards incident, and maintain or rapidly recover operations that were compromised.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<p><input checked="" type="checkbox"/> Function 1: The Healthcare Coalition assists with the coordination of the healthcare organization response during incidents that require medical surge</p> <p><input checked="" type="checkbox"/> Function 2: Coordinate integrated healthcare surge operations with pre-hospital Emergency Medical Services (EMS) operations</p> <p><input checked="" type="checkbox"/> Function 3: Assist healthcare organizations with surge capacity and capability</p> <p><input type="checkbox"/> Function 4: Develop Crisis Standards of Care guidance</p> <p><input type="checkbox"/> Function 5: Provide assistance to healthcare organizations regarding evacuation and shelter in place operations</p>	<p>7/1/14 – 6/30/17</p>		<ol style="list-style-type: none"> <li>1. Maintain HPP Coordinator, Partnership Coordinator, and Healthcare Coalition.</li> <li>2. Purchase, store and/or maintain medical supplies and equipment to ensure operational readiness to respond to a public health or medical emergency. Items may be purchased for healthcare coalition members.</li> <li>3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>4. Revise work plan as directed by CDPH.</li> <li>5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>7. Submit annual performance measure data as required by the federal government.</li> <li>8. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Hospital Preparedness Program (HPP)

**HPP Capability 14: Responder Safety and Health**

**Objective:** Strengthen the ability of healthcare organizations to protect the safety and health of healthcare workers from a variety of hazards during emergencies and disasters. This includes processes to equip, train, and provide other resources needed to ensure healthcare workers at the highest risk for adverse exposure, illness, and injury are adequately protected from all hazards during response and recovery operations.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input type="checkbox"/> Function 1: Assist healthcare organizations with additional pharmaceutical protection for healthcare workers  <input type="checkbox"/> Function 2: Provide assistance to healthcare organizations with access to additional Personal Protective Equipment (PPE) for healthcare workers during response	7/1/14 – 6/30/17		<ol style="list-style-type: none"> <li>1. Maintain HPP Coordinator, Partnership Coordinator, and Healthcare Coalition.</li> <li>2. Healthcare Coalition members should maintain policies and procedures to ensure healthcare worker safety and purchase and maintain protective equipment for healthcare coalition member staff.</li> <li>3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>4. Revise work plan as directed by CDPH.</li> <li>5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>7. Submit annual performance measure data as required by the federal government.</li> <li>8. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Hospital Preparedness Program (HPP)

**HPP Capability 15: Volunteer Management**

**Objective:** Strengthen the ability to coordinate the identification, recruitment, registration, credential verification, training, engagement, and retention of volunteers to support healthcare organizations with the medical preparedness and response to incidents and events.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Function 1: Participate with volunteer planning processes to determine the need for volunteers in healthcare organizations</li> <li><input checked="" type="checkbox"/> Function 2: Volunteer notification for healthcare response needs</li> <li><input checked="" type="checkbox"/> Function 3: Organization and assignment of volunteers</li> <li><input type="checkbox"/> Function 4: Coordinate the demobilization of volunteers</li> </ul>	<p>7/1/14 – 6/30/17</p>		<ul style="list-style-type: none"> <li>1. Maintain access to Disaster Healthcare Volunteers system.</li> <li>2. Each Healthcare Coalition member should maintain policies and procedures for incorporating volunteers into operations during public health and medical emergencies.</li> <li>3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>4. Revise work plan as directed by CDPH.</li> <li>5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>7. Submit annual performance measure data as required by the federal government.</li> <li>8. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.</li> </ul>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Hospital Preparedness Program (HPP)

**HPP Capability 16: Program Management**

**Objective:** Support Hospital Preparedness Program activities including application, progress reporting, invoicing, fiscal monitoring, and coordination across multiple capabilities including alignment with Hospital Preparedness Program (HPP).

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Coordination across multiple Capabilities <input checked="" type="checkbox"/> Function 2: Fiscal Monitoring and Tracking <input checked="" type="checkbox"/> Function 3: Grants Management <input checked="" type="checkbox"/> Function 4: Reporting on Performance Measures	7/1/14 – 6/30/17	HPP Partnership Coordinator  HPP Coordinator	<ol style="list-style-type: none"> <li>1. Maintain local HPP Coordinator, Partnership Coordinator and Healthcare Coalition to coordinate activities across capabilities.</li> <li>2. Support staff to prepare application, progress reports, fiscal reports, invoicing, performance measures and other data reporting.</li> <li>3. Support program operations including office supplies and equipment, communications, laptops, cell phones, fax machines, satellite phones, and other forms of communication necessary for daily operations or emergency response.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 1: Community Preparedness**

**Objective:** The ability of communities to prepare for, withstand, and recover — in both the short and long terms — from public health incidents. By engaging and coordinating with emergency management, healthcare organizations (private and community-based), mental/behavioral health providers, community and faith-based partners, state, local, and territorial, public health’s role in community preparedness is to do the following: 1) Support the development of public health, medical, and mental/behavioral health systems that support recovery; 2) Participate in awareness training with community and faith-based partners on how to prevent, respond to, and recover from public health incidents; 3) Promote awareness of and access to medical and mental/behavioral health resources that help protect the community’s health and address the functional needs of at-risk individuals; 4) Engage public and private organizations in preparedness activities that represent the functional needs of at-risk individuals 5) Identify those populations that may be at higher risk for adverse health outcomes; and 6) Receive and/or integrate the health needs of populations who have been displaced due to incidents that have occurred in their own or distant communities.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Function 1: Determine risks to the health of the jurisdiction</li> <li><input checked="" type="checkbox"/> Function 2: Build community partnerships to support health preparedness</li> <li><input checked="" type="checkbox"/> Function 3: Engage with community organizations to foster public health, medical, and mental/behavioral health social networks</li> <li><input checked="" type="checkbox"/> Function 4: Coordinate training or guidance to ensure community engagement in preparedness efforts</li> </ul>	<p>7/1/14 – 6/30/17</p>		<ol style="list-style-type: none"> <li>1. Maintain Public Health Emergency Preparedness Coordinator and staff trained in emergency preparedness outreach.</li> <li>2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>3. Revise work plan as directed by California Department of Public Health (CDPH).</li> <li>4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>6. Submit annual performance measure data as required by the federal government.</li> <li>7. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.</li> </ol>



Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 2: Community Recovery**

**Objective:** Strengthen capability to collaborate with community partners (e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels, and improved levels where possible.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input type="checkbox"/> Function 1: Identify and monitor public health, medical, and mental behavioral health system recovery needs <input type="checkbox"/> Function 2: Coordinate community public health, medical, and mental behavioral health system recovery operations <input type="checkbox"/> Function 3: Implement corrective actions to mitigate damages from future incidents	7/1/14 – 6/30/17		<ol style="list-style-type: none"> <li>1. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>2. Revise work plan as directed by CDPH.</li> <li>3. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>4. Complete and submit specific deliverables (response plans, After-Action Reports/Improvement Plans, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>5. Submit annual performance measure data as required by the federal government.</li> <li>6. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 3: Emergency Operations Coordination**

**Objective:** Maintain Emergency operations coordination: the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices and with the National Incident Management System.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Function 1: Conduct preliminary assessment to determine need for public activation</li> <li><input checked="" type="checkbox"/> Function 2: Activate public health emergency operations</li> <li><input checked="" type="checkbox"/> Function 3: Develop incident response strategy</li> <li><input checked="" type="checkbox"/> Function 4: Manage and sustain the public health response</li> <li><input checked="" type="checkbox"/> Function 5: Demobilize and evaluate public health emergency operations</li> </ul>	<p>7/1/14 – 6/30/17</p>		<ol style="list-style-type: none"> <li>1. Maintain staff trained in emergency response activities.</li> <li>2. Maintain or maintain access to emergency operations center for local public health and medical response with the health department or county.</li> <li>3. Attend CDPH annual workshop, healthcare provider related workshops, Homeland Security, other approved emergency preparedness workshops, and CDC and ASPR sponsored workshops.</li> <li>4. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>5. Revise work plan as directed by CDPH.</li> <li>6. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>7. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules, emergency operations center maintenance and software) as described in approved work plan under each selected function for each budget year.</li> <li>8. Submit annual performance measure data as required by the federal government.</li> <li>9. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 4: Emergency Public Information and Warning**

**Objective:** Maintain ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Function 1: Activate the emergency public information system</li> <li><input checked="" type="checkbox"/> Function 2: Determine the need for a joint public information system</li> <li><input checked="" type="checkbox"/> Function 3: Establish and participate in information system operations</li> <li><input checked="" type="checkbox"/> Function 4: Establish avenues for public interaction and information exchange</li> <li><input type="checkbox"/> Function 5: Issue public information, alerts, warnings and notifications</li> </ul>	<p>7/1/14 – 6/30/17</p>		<ol style="list-style-type: none"> <li>1. Maintain access to trained public information staff.</li> <li>2. Attend training specific to the PIO function during an emergency response.</li> <li>3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>4. Revise work plan as directed by CDPH.</li> <li>5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>7. Submit annual performance measure data as required by the federal government.</li> <li>8. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 5: Fatality Management**

**Objective:** Coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<ul style="list-style-type: none"> <li><input type="checkbox"/> Function 1: Determine role for public health in fatality management</li> <li><input type="checkbox"/> Function 2: Activate public health fatality management operations</li> <li><input type="checkbox"/> Function 3: Assist in the collection and dissemination of antemortem data</li> <li><input type="checkbox"/> Function 4: Participate in survivor mental/behavioral health services</li> <li><input type="checkbox"/> Function 5: Participate in fatality processing and storage operations</li> </ul>	<p>7/1/14 – 6/30/17</p>		<ol style="list-style-type: none"> <li>1. Maintain staff with expertise in data collection and dissemination.</li> <li>2. Maintain partnership with local fatality management lead.</li> <li>3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>4. Revise work plan as directed by CDPH.</li> <li>5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>7. Submit annual performance measure data as required by the federal government.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 6: Information Sharing**

**Objective:** Maintain capability to conduct multi-jurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for, and in response to, events or incidents of public health significance.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Function 1: Identify stakeholders to be incorporated into information flow</li> <li><input checked="" type="checkbox"/> Function 2: Identify and develop rules and data elements for sharing</li> <li><input checked="" type="checkbox"/> Function 3: Exchange information to determine a common operating picture</li> </ul>	<p>7/1/14 – 6/30/17</p>	<p>Cox Cable</p>	<ol style="list-style-type: none"> <li>1. Maintain Health Alert Network Administration functions (CAHAN or CAHAN Replacement system)</li> <li>2. Maintain Epidemiologist or other staff with expertise in data collection and dissemination.</li> <li>3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>4. Revise work plan as directed by CDPH.</li> <li>5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules, software/system costs for information sharing/redundant communications) as described in approved work plan under each selected function for each budget year.</li> <li>7. Submit annual performance measure data as required by the federal government.</li> <li>8. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 7: Mass Care**

**Objective:** Maintain ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that health needs continue to be met as the incident evolves.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Function 1: Determine public health role in mass care operations</li> <li><input type="checkbox"/> Function 2: Determine mass care needs of the impacted population</li> <li><input type="checkbox"/> Function 3: Coordinate public health, medical, and mental/behavioral health services</li> <li><input type="checkbox"/> Function 4: Monitor mass care population health</li> </ul>	<p>7/1/14 – 6/30/17</p>		<ol style="list-style-type: none"> <li>1. Maintain partnership with local mass care lead.</li> <li>2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>3. Revise work plan as directed by CDPH.</li> <li>4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>6. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 8: Medical Countermeasure Dispensing**

**Objective:** Maintain ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, and any others needed.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Function 1: Identify and initiate medical countermeasure (MCM) dispensing strategies</li> <li><input checked="" type="checkbox"/> Function 2: Receive medical countermeasures</li> <li><input checked="" type="checkbox"/> Function 3: Activate dispensing modalities</li> <li><input checked="" type="checkbox"/> Function 4: Dispense medical countermeasures to identified population</li> <li><input type="checkbox"/> Function 5: Report adverse events</li> </ul>	<p>7/1/14 – 6/30/17</p>		<ol style="list-style-type: none"> <li>1. Maintain Public Health Emergency Preparedness Coordinator and staff trained in emergency response activities.</li> <li>2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>3. Revise work plan as directed by CDPH.</li> <li>4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>5. Complete and submit specific deliverables (response plans, Rand drills as required, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>6. Meet annual MCM distribution requirements including inventory system drill and facility call down drill.</li> <li>7. Participate in annual statewide medical and health exercise.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 9: Medical Materiel Management and Distribution**

**Objective:** Maintain ability to acquire, maintain (e.g., cold chain storage or other storage protocol) transport, distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, as necessary, after an incident.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Function 1: Direct and activate medical materiel management and distribution</li> <li><input checked="" type="checkbox"/> Function 2: Acquire medical materiel</li> <li><input checked="" type="checkbox"/> Function 3: Maintain updated inventory management and reporting system</li> <li><input checked="" type="checkbox"/> Function 4: Establish and maintain security</li> <li><input checked="" type="checkbox"/> Function 5: Distribute medical materiel</li> <li><input type="checkbox"/> Function 6: Recover medical materiel and demobilize distribution operations</li> </ul>	<p>7/1/14 – 6/30/17</p>		<ol style="list-style-type: none"> <li>1. Purchase, store, and/or maintain medical supplies and equipment to ensure operational readiness to respond to a public health or medical emergency.</li> <li>2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>3. Revise work plan as directed by CDPH.</li> <li>4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>6. Submit annual performance measure data as required by the federal government.</li> <li>7. Participate in annual statewide medical and health exercise.</li> </ol>



Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 10: Medical Surge**

**Objective:** Maintain the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community, encompassing the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were comprised.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input type="checkbox"/> Function 1: Assess the nature and scope of the incident <input checked="" type="checkbox"/> Function 2: Support activation of medical surge <input type="checkbox"/> Function 3: Support jurisdictional medical surge operations <input type="checkbox"/> Function 4: Support demobilization of medical surge operations	7/1/14 – 6/30/17		<ol style="list-style-type: none"> <li>1. Maintain partnership with County Hospital Preparedness Program to align activities and goals.</li> <li>2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>3. Revise work plan as directed by CDPH.</li> <li>4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>6. Purchase, store, and/or maintain medical supplies and equipment to ensure operational readiness to respond to a public health or medical emergency.</li> <li>7. Submit annual performance measure data as required by the federal government.</li> <li>8. Participate in annual statewide medical and health exercise.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 11: Non-Pharmaceutical Interventions**

**Objective:** Maintain ability to recommend to the applicable local lead agency (if not local public health) and implement, if applicable, strategies for disease, injury and exposure control. Strategies include: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<ul style="list-style-type: none"> <li><input type="checkbox"/> Function 1: Engage partners and identify factors that impact non-pharmaceutical interventions</li> <li><input type="checkbox"/> Function 2: Determine non-pharmaceutical interventions</li> <li><input type="checkbox"/> Function 3: Implement non-pharmaceutical interventions</li> <li><input type="checkbox"/> Function 4: Monitor non-pharmaceutical interventions</li> </ul>	7/1/14 – 6/30/17		<ul style="list-style-type: none"> <li>1. Maintain Public Health Emergency Preparedness Coordinator and staff trained in emergency response activities.</li> <li>2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>3. Revise work plan as directed by CDPH.</li> <li>4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>6. Submit annual performance measure data as required by the federal government.</li> <li>7. Participate in annual statewide medical and health exercise.</li> </ul>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 12: Public Health Laboratory Testing**

**Objective:** Maintain ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability support routine surveillance, including pre-event or pre-incident and post-exposure activities.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Function 1: Manage laboratory activities</li> <li><input checked="" type="checkbox"/> Function 2: Perform sample management</li> <li><input checked="" type="checkbox"/> Function 3: Conduct testing and analysis for routine surge capacity</li> <li><input type="checkbox"/> Function 4: Support public health investigations</li> <li><input checked="" type="checkbox"/> Function 5: Report laboratory results</li> </ul>	<p>7/1/14 – 6/30/17</p>		<ul style="list-style-type: none"> <li>1. Maintain Public Health Laboratory or access to Public Health Laboratory and maintain list of laboratory contacts.</li> <li>2. Purchase and/or maintain laboratory supplies needed for a surge in laboratory testing including items such as reagents and other testing items.</li> <li>3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>4. Revise work plan as directed by CDPH.</li> <li>5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>7. Submit annual performance measure data as required by the federal government.</li> <li>8. Participate in annual statewide medical and health exercise.</li> </ul>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 13: Public Health Surveillance and Epidemiological Investigation**

**Objective:** Ensure ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Function 1: Conduct public health surveillance and detection</li> <li><input checked="" type="checkbox"/> Function 2: Conduct public health and epidemiological investigations</li> <li><input checked="" type="checkbox"/> Function 3: Recommend, monitor, and analyze mitigation actions</li> <li><input checked="" type="checkbox"/> Function 4: Improve public health surveillance and epidemiological investigation systems</li> </ul>	7/1/14 – 6/30/17		<ol style="list-style-type: none"> <li>1. Maintain capacity for surveillance and epidemiological investigation.</li> <li>2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>3. Revise work plan as directed by CDPH.</li> <li>4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>6. Submit annual performance measure data as required by the federal government.</li> <li>7. Participate in annual statewide medical and health exercise.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 14: Responder Safety and Health**

**Objective:** Maintain ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, as requested.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Function 1: Identify responder safety and health risks</li> <li><input checked="" type="checkbox"/> Function 2: Identify safety and personal protective needs</li> <li><input checked="" type="checkbox"/> Function 3: Coordinate with partners to facilitate risk-specific safety and health training</li> <li><input type="checkbox"/> Function 4: Monitor responder safety and health actions</li> </ul>	<p>7/1/14 – 6/30/17</p>		<ol style="list-style-type: none"> <li>1. Develop procedures to ensure safety of public health workforce and purchase and maintain protective equipment for employees according to these procedures.</li> <li>2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>3. Revise work plan as directed by CDPH.</li> <li>4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>6. Submit annual performance measure data as required by the federal government.</li> <li>7. Participate in annual statewide medical and health exercise.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 15: Volunteer Management**

**Objective:** The ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input type="checkbox"/> Function 1: Coordinate volunteers <input type="checkbox"/> Function 2: Notify volunteers <input type="checkbox"/> Function 3: Organize, assemble, and dispatch volunteers <input type="checkbox"/> Function 4: Demobilize volunteers	7/1/14 – 6/30/17		<ol style="list-style-type: none"> <li>1. Maintain local administrative functions to ensure operational readiness of the Disaster Healthcare Volunteers system.</li> <li>2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance.</li> <li>3. Revise work plan as directed by CDPH.</li> <li>4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>6. Submit annual performance measure data as required by the federal government.</li> <li>7. Participate in annual statewide medical and health exercise.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Public Health Emergency Preparedness (PHEP)

**PHEP Capability 16: Program Management**

**Objective:** Support public health emergency preparedness program activities including application, progress reporting, invoicing, fiscal monitoring, and coordination across multiple capabilities including alignment with Hospital Preparedness Program (HPP).

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Coordination across multiple Capabilities <input checked="" type="checkbox"/> Function 2: Fiscal Monitoring and Tracking <input checked="" type="checkbox"/> Function 3: Grants Management <input checked="" type="checkbox"/> Function 4: Reporting on Performance Measures	7/1/14 – 6/30/17	Health Officer EPO Coordinator Office Technician	<ol style="list-style-type: none"> <li>1. Maintain local Public Health Emergency Preparedness Coordinator.</li> <li>2. Support staff to prepare application, progress reports, fiscal reports, invoicing, performance measures and other data reporting.</li> <li>3. Support program operations including office supplies and equipment, communications, laptops, cell phones, fax machines, satellite phones, and other forms of communication necessary for daily operations or emergency response.</li> </ol>

Exhibit A – Attachment 1  
Mono County Scope of Work  
Pandemic Influenza Planning

**Pandemic Influenza Capability 1: Planning and Preparedness Activities**

**Objective:** The ability of communities to prepare for, withstand, and recover from public health incidents including a potential pandemic influenza. By engaging and coordinating with emergency management, healthcare organizations (private and community-based), mental/behavioral health providers, community and faith-based partners, state, local, and territorial, public health’s role in preparing for, responding to, and recovering from a public health incident such as a pandemic influenza.

Activities to Support the Objective	Timeline	Staff	Evaluation/Deliverables
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Function 1: Develop, maintain and/or strengthen local pandemic influenza emergency response plan</li> <li><input checked="" type="checkbox"/> Function 2: Test pandemic influenza response in drills, exercises, and real events</li> <li><input checked="" type="checkbox"/> Function 3: Engage public and private partners to ensure coordinated response efforts</li> <li><input checked="" type="checkbox"/> Function 4: Maintain surveillance system for reporting severe and fatal cases of laboratory confirmed influenza as required by CDPH</li> </ul>	<p>7/1/14 – 6/30/17</p>	<p>Health Officer  EPO Coordinator  Office Technician</p>	<ol style="list-style-type: none"> <li>1. Maintain Pandemic Influenza Coordinator and other trained staff needed to complete pandemic plans and testing of plans.</li> <li>2. Maintain pandemic influenza operational response plans including plans for Government Authorized Alternate Care Sites. Purchase, store, and/or maintain supplies and equipment for operation of an alternate care site.</li> <li>3. Hold mass vaccination clinics including the purchase of influenza or pneumococcal vaccine and other supplies for use in these clinics. Maintain capacity to store vaccine under refrigeration.</li> <li>4. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. Revise work plan as directed by California Department of Public Health (CDPH).</li> <li>5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance.</li> <li>6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year.</li> <li>7. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.</li> </ol>



Exhibit A – Attachment 1  
Mono County Scope of Work  
Pandemic Influenza Planning

**Pandemic Influenza Capability 16: Program Management**

**Objective:** Support Pandemic Influenza planning and preparedness program activities including application, progress reporting, invoicing, fiscal monitoring, and coordination across multiple capabilities including alignment with Hospital Preparedness Program (HPP).

<b>Activities to Support the Objective</b>	<b>Timeline</b>	<b>Staff</b>	<b>Evaluation/Deliverables</b>
<input checked="" type="checkbox"/> Function 1: Coordination across multiple Capabilities <input checked="" type="checkbox"/> Function 2: Fiscal Monitoring and Tracking <input checked="" type="checkbox"/> Function 3: Grants Management	7/1/14 – 6/30/17	Health Officer EPO Coordinator Office Technician	<ol style="list-style-type: none"> <li>1. Maintain local Public Health Emergency Preparedness Coordinator.</li> <li>2. Support staff to prepare application, progress reports, fiscal reports, invoicing, performance measures and other data reporting.</li> <li>3. Support program operations including office supplies and equipment, communications, laptops, cell phones, fax machines, satellite phones, and other forms of communication necessary for daily operations or emergency response.</li> </ol>

**Exhibit B**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted electronically not more frequently than quarterly in arrears to:

California Department of Public Health  
Emergency Preparedness Office  
Attn: Local Management Unit  
MS 7002  
P.O. Box 997377  
Sacramento, CA 95899-7377

- C. HPP Invoices shall:
  - 1) Be prepared and submitted in the format determined by EPO. If invoices are not on produced template invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent actual expenses for the service performed under this agreement.
  - 2) Bear the Contractor's name as shown on the agreement.
  - 3) Identify the billing and/or performance period covered by the invoice.
  - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.
- D. Pan Flu Invoices shall:
  - 1) Be prepared and submitted in the format determined by EPO. If invoices are not on produced template invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent actual expenses for the service performed under this agreement.
  - 2) Bear the Contractor's name as shown on the agreement.
  - 3) Identify the billing and/or performance period covered by the invoice.
  - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.
- E. PHEP Supporting Documentation shall:
  - 1) Be prepared and submitted in the format determined by EPO. If invoices are not on produced template invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent actual expenses for the service performed under this agreement.
  - 2) Bear the Contractor's name as shown on the agreement.
  - 3) Identify the billing and/or performance period covered by the invoice.
  - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

**Exhibit B**  
Budget Detail and Payment Provisions

**2. Budget Contingency Clause**

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

**3. Prompt Payment Clause**

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

**4. Amounts Payable**

- A. The maximum amount payable under this agreement shall not exceed the total sum of \$847,314.00. Financial year individual fund limits are:

Financial Year July 1, 2014 through June 30, 2015

- 1. \$108,054.00, CDC PHEP Base Funds.
- 2. \$0.00, Laboratory Funds.
- 3. \$0.00, Laboratory Trainee Funds.
- 4. \$0.00, Laboratory Training Assistance Funds.
- 5. \$0.00, Cities Readiness Initiative Funds.
- 6. \$113,897.00, HPP Funds.
- 7. \$60,487.00, State General Funds Pandemic Influenza Funds.

Financial Year July 1, 2015 through June 30, 2016

- 1. \$108,054.00, CDC PHEP Base Funds.
- 2. \$0.00, Laboratory Funds.
- 3. \$0.00, Laboratory Trainee Funds.
- 4. \$0.00, Laboratory Training Assistance Funds.
- 5. \$0.00, Cities Readiness Initiative Funds.
- 6. \$113,897.00, HPP Funds.
- 7. \$60,487.00, State General Funds Pandemic Influenza Funds.

Financial Year July 1, 2016 through June 30, 2017

- 1. \$108,054.00, CDC PHEP Base Funds.
- 2. \$0.00, Laboratory Funds.
- 3. \$0.00, Laboratory Trainee Funds.
- 4. \$0.00, Laboratory Training Assistance Funds.
- 5. \$0.00, Cities Readiness Initiative Funds.
- 6. \$113,897.00, HPP Funds.
- 7. \$60,487.00, State General Funds Pandemic Influenza Funds.

- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered, commensurate with the state fiscal year in which services are performed and/or goods are received.

**Exhibit B**  
Budget Detail and Payment Provisions

- C. Reconciliation with the payments shall be through a semi-annual expenditure report and an annual reconciliation report. These reports shall be submitted in accordance with timelines, formats and specifications to be provided by CDPH. Expenditure reports and annual reconciliation report should be sent to:

California Department of Public Health  
Emergency Preparedness Office  
Attn: Local Management Unit  
MS 7002  
P.O. Box 997377  
Sacramento, CA 95899-7377

- D. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this agreement.
- E. Contractor shall deposit funds received under this Agreement into separate accounts such that they can track and report on funds separately, and identify interest earned from each funding stream of local public health preparedness for this purpose before transferring or expending the funds for any of the uses allowed pursuant to this Agreement. CDPH requires the Contractor to set up separate Federal Funds for PHEP CDC and HPP funds.
- F. The interest earned on moneys in the accounts shall accrue to the benefit of the fund and shall be expended for the same purposes as other moneys in the fund.

**5. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.

**6. Expense Allowability / Fiscal Documentation**

- A. Funds shall not be used to supplant funding for existing levels of services and shall only be used for the purposes specified in this Agreement.
- B. In executing this Agreement, Contractor agrees to comply with the terms and conditions of the Local Health Department and/or Local HPP Entity, the Local Grant Application Guidance for Financial Year 2014-15, Financial Year 2015-16, and Financial Year 2016-17, and the Work Plans and Budget as approved by CDPH.
- C. Funds made available are limited to activities approved in the Work Plans and Budgets. Any changes to the Work Plans or Budgets need prior written approval from CDPH and funds may not be expended prior to such approval.
- D. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.

**Exhibit B**  
Budget Detail and Payment Provisions

- E. Contractor shall maintain for review and audit, and supply to CDPH upon request adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- F. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent, or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- G. Contractor shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented state employees. Contractor must pay for travel in excess of these rates. Travel expenses not listed cannot be reimbursed. Contractor may obtain current rates at the following web site: <http://www.Calhr.ca.gov>

**7. Recovery of Overpayments**

- A. Contractor agrees that claims based upon the term of this agreement or an audit finding, and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
  - 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
  - 2) A repayment schedule which is agreeable to both the State and the Contractor.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

**8. Contracts Funded By The Federal Government**

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

**Exhibit B**  
Budget Detail and Payment Provisions

- B. This Agreement is valid and enforceable only if sufficient funds are made available to CDPH by the United States Government for the Fiscal Year(s) covered by the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. CDPH has the option to void the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.
- E. Contractor shall comply with the Single Audit Act and the reporting requirements set forth in OMB Circular A-133.

**9. Accountability Requirements**

- A. CDPH may recoup funds that are not expended for purposes and tasks specified or authorized by this Agreement, as determined by CDPH. CDPH will notify Contractor prior to taking any action to recoup such funds.
- B. CDPH may withhold payments if the Contractor is not in compliance with the terms and conditions of this Agreement or the approved Application, Work Plans and Budgets. CDPH may withhold payments if the Contractor cannot demonstrate progress toward protecting the jurisdiction from the threat of a bioterrorist attack, infectious disease outbreak or other public health threat or emergency as described in its progress and expenditure reports. CDPH may withhold or reduce payments if the Contractor's expenditure reports indicate that quarterly payments remain unspent. CDPH will notify the Contractor prior to withholding or reducing such payments.
- C. Contractor shall return unexpended funds unless carry forward or extension of such funds is approved by CDPH in accordance with Federal requirements.
- D. Contractor shall maintain the supporting documentation that substantiates all expenditure reports for a minimum of seven years and make them available for inspection and audit by CDPH or the Bureau of State Audits upon reasonable request.

**10. Financial and Compliance Audit Requirements**

- A. This section supersedes paragraph d of provision 16 in Exhibit D(F) is amended to read as follows:

The A-133 audit report must either include the PHEP, HPP and State General Fund Pandemic Influenza programs (as applicable to the contractor) at a minimum once every three years or a separate independent audit of these programs must be conducted according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations" at least once every three years. If an audit of the PHEP, HPP and State General Fund Pandemic Influenza programs has not been completed within the past two years from the date of this Agreement, an audit of the funds awarded for the period of July 1, 2014 through June 30, 2017 must be conducted and concluded no later than July 1, 2017, or according to the County schedule for the A-133 audit for each fiscal period being July 1, through

**Exhibit B**  
Budget Detail and Payment Provisions

June 30, if PHEP, HPP and State General Funds Pandemic Influenza funds are included in the A-133 Audit.

In addition, the A-133 audit or other independent audit must identify the Contractor's legal name and the number assigned to this Agreement and be sent annually to CDPH within 30 days after the completion of the audit. The Contractor or HPP Entity shall keep a copy of the audit report on file and have it available for review by CDPH or auditors upon request.

**11. Advance Payment Authority and Limitation**

- A. Pursuant to Government Health and Safety Code Section 101317(d) Funds appropriated pursuant to the annual Budget Act or another act for allocation to local health jurisdictions pursuant to this article shall be disbursed quarterly to local health jurisdictions beginning July 1, 2002, using the following process:
- B. Each fiscal year, upon the submission of an application for funding by the administrative body of a local health jurisdiction, the department shall make the first quarterly payment to each eligible local health jurisdiction. Subsequent payments will be made pursuant to this Agreement or an amendment to this agreement, and those payments would not be advance payments, they would be quarterly allocations.
- C. If the funding is increased by amendment in any year, CDPH may authorize subsequent advance payments on those amounts provided said cumulative advances do not exceed twenty-five percent (25%) of the Contractor's annual contract budget .

**Exhibit B, Attachment 1 - Payment Criteria**

2014-15 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF)  
Pandemic Influenza and HHS Hospital Preparedness Program (HPP) Funding  
**2014-15 Allocation Agreement**

		<b>CDC PHEP and Cities Readiness Initiative (CRI)</b>	<b>Reference Lab Funds (\$260,246 total to each Reference Lab)</b>
<b>1st Quarter Payment</b>	Criteria	CDPH must receive the following: <ul style="list-style-type: none"> <li>• Signed Allocation Agreement</li> <li>• Receipt of all required application documents</li> <li>• Approved PHEP Work Plan</li> <li>• Approved PHEP Budget</li> <li>• Submission of FY13-14 PHEP Year End Progress Report</li> </ul>	CDPH must receive the following: <ul style="list-style-type: none"> <li>• Signed Allocation Agreement</li> <li>• Receipt of all required application documents</li> <li>• Approved PHEP Lab Work Plan</li> <li>• Approved PHEP Lab Budget</li> <li>• Submission of FY 13-14 Year End Progress Report</li> </ul>
	Payment	Advance payment of 25% of initial FY 14-15 CDC PHEP Base and/or CRI Fund	Advance payment of 25% of initial FY 14-15 Lab Fund (not including lab trainees)
<b>2nd Quarter Payment</b>	Criteria	CDPH must receive the following: <ul style="list-style-type: none"> <li>• 1st Quarter Payment Criteria must be met</li> <li>• Receipt of FY13-14 PHEP Year End Expenditure Report</li> <li>• Approved Carry-Forward amount</li> <li>• Signed Agreement Amendment, includes Carry-Forward</li> <li>• If required, submission of FY13-14 Supplemental Work Plan Progress Report</li> <li>• Receipt of PHEP Supporting Documentation demonstrating unique expenditures for a minimum of 25% of Initial PHEP Base and/or CRI to cover the Q1 advance payment.</li> </ul>	CDPH must receive the following: <ul style="list-style-type: none"> <li>• same as PHEP</li> </ul>
	Payment	If receipt of more than the 25% minimum requirement, first pay carry-forward, if applicable, matching PHEP Supporting Documentation submission up to the carry-forward total. Second pay 25% of PHEP allocation, if there is still PHEP Supporting Documentation remaining will be 25% of the total CDC PHEP Base and/or CRI Fund.	same as PHEP
<b>3rd Quarter Payment</b>	Criteria	<ul style="list-style-type: none"> <li>• 1st &amp; 2nd Payment Criteria must be met</li> <li>• Receipt of FY 14-15 Mid-Year reports</li> <li>• if required, completed Supplemental Work Plan and report</li> <li>• Receipt of PHEP Supporting Documentation demonstrating unique expenditures for a minimum of 25% of Initial Allocation.</li> </ul>	<ul style="list-style-type: none"> <li>• 1st &amp; 2nd Payment Criteria must be met</li> <li>• same as PHEP</li> </ul>



**Exhibit B, Attachment 1 - Payment Criteria**

2014-15 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF)  
Pandemic Influenza and HHS Hospital Preparedness Program (HPP) Funding  
**2014-15 Allocation Agreement**

	Payment	If receipt of more than the 25% minimum requirement, first pay carry-forward, if applicable, matching PHEP Supporting Documentation submission up to the carry-forward total. Second pay 25% of PHEP allocation, if there is still PHEP Supporting Documentation remaining will be 25% of the total CDC PHEP Base and/or CRI Fund.	same as PHEP
Final Payment	Criteria	<ul style="list-style-type: none"> <li>• 1st, 2nd &amp; 3rd Payment Criteria must be met</li> <li>• Receipt of required Performance Measure reports</li>   <li>• Receipt of PHEP Supporting Documentation demonstrating unique expenditures for a minimum of 25% of Initial Allocation.</li> </ul>	<ul style="list-style-type: none"> <li>• 1st, 2nd &amp; 3rd Payment Criteria must be met</li> <li>• same as PHEP</li> </ul>
	Payment	If receipt of more than the 25% minimum requirement, first pay carry-forward, if applicable, matching PHEP Supporting Documentation submission up to the carry-forward total. Second pay 25% of PHEP allocation, if there is still PHEP Supporting Documentation remaining will be 25% of the total CDC PHEP Base and/or CRI Fund.	same as PHEP

**Exhibit B, Attachment 1 - Payment Criteria**

2014-15 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF)  
Pandemic Influenza and HHS Hospital Preparedness Program (HPP) Funding  
**2014-15 Allocation Agreement**

		<b>Lab Trainee Funds</b>	<b>Lab Training Assistance Funds</b>
<b>1st Quarter Payment</b>	Criteria	CDPH must receive the following: <ul style="list-style-type: none"> <li>• Signed Allocation Agreement, includes Lab Trainee Funds</li> <li>• Receipt of all required Trainee application documents</li> <li>• Approved Lab trainee(s) must be included in the approved Work Plan and Lab budget</li> <li>• same as PHEP</li> </ul>	LHD must: <ul style="list-style-type: none"> <li>• Signed Allocation Agreement, includes Lab Training Assistance Funds</li> <li>• Receipt of all required Training Assistance application documents</li> <li>• Approved Lab Training Assistance must be included in the approved Work Plan and Lab budget</li> <li>• same as PHEP</li> </ul>
	Payment	Advance payment of 25% of initial FY 14-15 PHEP Trainee initial allocation	Advance payment of 25% of initial FY 14-15 PHEP Training Assistance initial allocation
<b>2nd Quarter Payment</b>	Criteria	N/A	N/A
	Payment	N/A	N/A
<b>3rd Quarter Payment</b>	Criteria	N/A	N/A
	Payment	N/A	N/A
<b>Final Payment</b>	Criteria	N/A	N/A
	Payment	N/A	N/A

**Exhibit B, Attachment 1 - Payment Criteria**

2014-15 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF)  
Pandemic Influenza and HHS Hospital Preparedness Program (HPP) Funding  
**2014-15 Allocation Agreement**

		<b>HPP</b>	<b>State GF</b>
1st Quarter Payment	Criteria	CDPH must receive the following: <ul style="list-style-type: none"> <li>• Signed Allocation Agreement</li> <li>• Receipt of all required application documents</li> <li>• Five Letters of Support (Refer to the FY 14-15 Application Guidance)</li> <li>• Approved HPP Work Plan</li> <li>• Approved HPP Budget</li> <li>• Submission of Health Care Facility (HCF) Form</li> <li>• Receipt of FY 13-14 HPP Year End Progress Report</li> </ul>	CDPH must receive the following: <ul style="list-style-type: none"> <li>• Signed Allocation Agreement</li> <li>• Receipt of all required application documents</li> <li>• Receipt of FY 13-14 GF Pan Flu Year End Progress Report</li> <li>• Approved GF Pan Flu Work Plan</li> <li>• Approved GF Pan Flu Budget</li> </ul>
	Payment	Advance payment of 25% of HPP Initial Allocation	Advance payment of 25% of State GF Pandemic Influenza Initial Allocation.
2nd Quarter Payment	Criteria	<ul style="list-style-type: none"> <li>• 1st Payment Criteria must be met</li> <li>• Receipt of HPP FY13-14 Year End Expenditure Report</li> <li>• An invoice for unique HPP expenditures for a minimum of 25% of Initial Allocation to cover the Q1 advance payment</li> <li>• If required, submission of completed FY 13-14 Supplemental Work Plan</li> </ul>	<ul style="list-style-type: none"> <li>• 1st Payment Criteria must be met</li> <li>• Receipt of GF Pan Flu FY13-14 Year End Expenditure Report</li> <li>• An invoice for unique GF Pan Flu expenditures for a minimum of 25% of Initial Allocation to cover the Q1 advance payment</li> <li>• If required, submission of completed FY 13-14 Supplemental Work Plan</li> </ul>
	Payment	HPP for unique expenditures less the advance payment of 25% of HPP Initial Allocation.	GF Pandemic Influenza for unique expenditures less the advance payment of 25% of State GF Pandemic Influenza Initial Allocation.
3rd Quarter Payment	Criteria	<ul style="list-style-type: none"> <li>• 1st &amp; 2nd Payment Criteria must be met</li> <li>• An invoice for unique HPP expenditures for a minimum of 25% of Initial Allocation</li> </ul>	<ul style="list-style-type: none"> <li>• 1st &amp; 2nd Payment Criteria must be met</li> <li>• An invoice for unique GF Pan Flu expenditures for a minimum of 25% of Initial Allocation</li> </ul>
	Payment	HPP for unique expenditures .	GF Pandemic Influenza for unique expenditures.
Final Payment	Criteria	<ul style="list-style-type: none"> <li>• 1st, 2nd &amp; 3rd Payment Criteria must be met</li> <li>• Receipt of required Performance Measure reports</li> <li>• An invoice for unique HPP expenditures for a minimum of 25% amount of Initial Allocation</li> </ul>	<ul style="list-style-type: none"> <li>• 1st, 2nd &amp; 3rd Payment Criteria must be met</li> <li>• An invoice for unique GF Pan Flu expenditures for a minimum of 25% of Initial Allocation</li> </ul>
	Payment	HPP for unique expenditures.	GF Pandemic Influenza for unique expenditures.







**Special Terms and Conditions**

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

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

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

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

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

**Index of Special Terms and Conditions**

1. Federal Equal Employment Opportunity Requirements	17. Human Subjects Use Requirements
2. Travel and Per Diem Reimbursement	18. Novation Requirements
3. Procurement Rules	19. Debarment and Suspension Certification
4. Equipment Ownership / Inventory / Disposition	20. Smoke-Free Workplace Certification
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6. Income Restrictions	22. Payment Withholds
7. Audit and Record Retention	23. Performance Evaluation
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10. Intellectual Property Rights	26. Prohibited Use of State Funds for Software
11. Air or Water Pollution Requirements	27. Use of Small, Minority Owned and Women's Businesses
12. Prior Approval of Training Seminars, Workshops or Conferences	28. Alien Ineligibility Certification
13. Confidentiality of Information	29. Union Organizing
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16. Financial and Compliance Audit Requirements	32. Additional Restrictions

## 1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

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



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

## 2. Travel and Per Diem Reimbursement

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

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

## 3. Procurement Rules

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

### a. Equipment definitions

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

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
  - (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.
- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.
- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or

through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

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

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

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

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

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

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

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

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

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
- (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

- (1) In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and

shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

**g. Motor Vehicles**

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

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

**Automobile Liability Insurance**

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

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior

written notice to the State (California Department of Public Health (CDPH)).

- [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
- [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

## 5. Subcontract Requirements

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services costing \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
- (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
- (2) The State may identify the information needed to fulfill this requirement.
- (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
- (a) A local governmental entity or the federal government,
- (b) A State college or university from any State,
- (c) A Joint Powers Authority,
- (d) An auxiliary organization of a California State University or a California community college,
- (e) A foundation organized to support the Board of Governors of the California Community Colleges,
- (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
- (g) Entities of any type that will provide subvention aid or direct services to the public,
- (h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:  
<http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm>.
- (i) Entities whose name and budgeted costs have been submitted to CDPH in response to a competitive solicitation.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

- (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.
  - d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
  - e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
  - f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
  - g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
  - h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:  
  
"*(Subcontractor Name)* agrees to maintain and preserve, until three years after termination of *(Agreement Number)* and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
  - i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
  - j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

## 6. Income Restrictions

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

## 7. Audit and Record Retention

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

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this

Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

## 8. Site Inspection

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

## 9. Federal Contract Funds

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

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

## 10. Intellectual Property Rights

### a. Ownership

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

### b. Retained Rights / License Rights



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

### **c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

### **d. Patent Rights**

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

### **e. Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

### **f. Warranties**

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

**g. Intellectual Property Indemnity**

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

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

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

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

#### **i. Survival**

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

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

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

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

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

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

### **13. Confidentiality of Information**

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the

Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

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

#### **14. Documents, Publications and Written Reports**

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

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

#### **15. Dispute Resolution Process**

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
  - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

## 16. Financial and Compliance Audit Requirements

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

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

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

## 17. Human Subjects Use Requirements

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

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

**18. Novation Requirements**

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

**19. Debarment and Suspension Certification**

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

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

**20. Smoke-Free Workplace Certification**

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

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be

permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

## 21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

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

## 22. Payment Withholds

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

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

## 23. Performance Evaluation

(Not applicable to grant agreements.)

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

## 24. Officials Not to Benefit

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

## 25. Four-Digit Date Compliance

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



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

## **26. Prohibited Use of State Funds for Software**

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

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

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

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

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

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

## **28. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

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

## **29. Union Organizing**

(Applicable only to grant agreements.)

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

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

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

### 30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

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

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

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

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

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

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

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

**31. Lobbying Restrictions and Disclosure Certification**

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

**a. Certification and Disclosure Requirements**

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

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

32. **Additional Restrictions**

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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Name of Contractor	Printed Name of Person Signing for Contractor
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Contract / Grant Number	Signature of Person Signing for Contractor
<hr/>	<hr/>
Date	Title

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

California Department of Public Health

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



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

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

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

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

**Exhibit E**  
Additional Provisions

**1. Additional Incorporated Documents**

- A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.
- 1) 2014-15 Federal Guidance Documents:
    - CFDA Number 93.074 – National Hospital Preparedness Program and Public Health Emergency Preparedness Cooperative Agreement Programs.
  - 2) Federal Public Health Preparedness Capabilities: National Standards for State and Local Planning.
  - 3) Federal Healthcare Preparedness Capabilities: National Guidance for Healthcare System Preparedness.
  - 4) CDPH Health Administrative Manual Section 5-1000
  - 5) CDPH Local Grant Application Guidance and all appendices and attachments for FY14-15, FY15-16 and FY16-17 to Local Health Departments and/or Local HPP Entities for CDC PHEP, State General Fund Pandemic Influenza, and/or HPP Program Funds.
  - 6) Local Health Departments and/or Local HPP Entity's Public Health Emergency Preparedness Allocation Agreement Application, Work Plans, and Budgets and all attachments (refer to the CDPH Guidance to Local Health Departments and/or Local HPP Entities for all attachments).

**2. Cancellation / Termination**

- A. This agreement may be cancelled by CDPH **without cause** upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.



**Exhibit E**  
Additional Provisions

- F. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

**3. Freeze Exemptions**

(Applicable only to local government agencies.)

- A. Contractor agrees that any hiring freeze adopted during the term of this Agreement shall not be applied to the positions funded, in whole or part, by this Agreement.
- B. Contractor agrees not to implement any personnel policy, which may adversely affect performance or the positions funded, in whole or part, by this Agreement.
- C. Contractor agrees that any travel freeze or travel limitation policy adopted during the term of this Agreement shall not restrict travel funded, in whole or part, by this Agreement.
- D. Contractor agrees that any purchasing freeze or purchase limitation policy adopted during the term of this Agreement shall not restrict or limit purchases funded, in whole or part, by this Agreement.

## **Exhibit F**

### Glossary of EPO Related Acronyms and Terms

**ACS:** Alternate Care Site

**Agency:** A division of government with a specific function. In the Incident Command System, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

**Agency Representative:** A representative of any agency that provides resources or personnel in support of an incident. The Agency Representative is assigned to the Liaison Officer at the Incident Command Post or Emergency Operations Center and provides representation for their agency and assigned staff and/or resources.

**All-Hazards:** Any incident, natural or manmade, that warrants action to protect life, property, environment, public health or safety, and minimize disruptions of government, social, or economic activities.

**Ambulance Strike Team (AST):** Ambulance Strike Teams are positioned throughout the State to support local emergency medical service response, including medical transportation. There are both pre-designated and undesignated ASTs in California. Pre-designated ASTs are under contract with EMSA and consist of 5 ambulances and 1 Disaster Medical Support Unit (DMSU) that provides enhanced communication ability and supplies to support field deployment, including medical supplies and provisions for AST personnel. Use of the DMSUs and a requirement to provide ASTs is by contract with EMSA. Undesignated ASTs are organized at the local level and are not under contract with EMSA, although they may respond to requests from EMSA in times of need.

**Assessment:** The evaluation and interpretation of measurements and other information to provide a basis for decision making.

**Assistance-by-Hire:** Assistance-by-hire resources are those elements of personnel and equipment which are provided through specific arrangements not associated with mutual aid.

**AST:** Ambulance Strike Team

**CA-EF:** California Emergency Function

**CA-EF8:** California Emergency Function 8 (Public Health and Medical)

**CAHAN:** California Health Alert Network

**Cal EMA:** California Emergency Management Agency

**Cal EPA:** California Environmental Protection Agency

**California Department of Public Health (CDPH):** The California Department of Public Health is dedicated to optimizing the health and well-being of the people in California and is the lead State agency for coordinating State-level support for public health and/or environmental health incidents. CDPH's responsibilities include the following: administers and coordinates disaster-related public health programs and assesses hazards to the public's health; assists local public health departments and local environmental health departments in conducting public health functions.; coordinates with local health departments to conduct surveillance of infectious diseases in a disaster area and determines appropriate actions to be taken to prevent and control disease outbreaks; provides

## Exhibit F

### Glossary of EPO Related Acronyms and Terms

epidemiological and laboratory support through State and local public health and clinical laboratories and cooperating federal health and environmental laboratories; collects and analyzes data and reports information for public health emergency planning and response; assesses health, safety, emergency preparedness and response plans for healthcare facilities; ensures the safety of drinking water supplies; assesses potential health effects, recommends protective measures and drafts measures to protect the public from chemical, biological, radiological and nuclear incidents; obtains and provides medical supplies and pharmaceuticals following a disaster; and assesses health, safety, emergency preparedness and response plans for health care facilities that the department regulates.

**California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA):** An agreement entered into by and between the State of California, its various departments and agencies and the various political subdivisions, municipal corporations and public agencies of the State of California to assist each other by providing resources during an emergency. Mutual Aid occurs when two or more parties agree to furnish resources and facilities and to render services to each other in response to any type of disaster or emergency.

**California Emergency Function (CA-EF):** The CA-EFs are a grouping of State agencies, departments and other stakeholders with similar functional activities/responsibilities whose responsibilities lend to improving the State's ability to collaboratively prepare for, effectively mitigate, cohesively respond to and rapidly recover from any emergency. CA-EFs unify a broad-spectrum of stakeholders with various capabilities, resources and authorities to improve collaboration and coordination for a particular discipline.

**California Emergency Function 8 (CA-EF8):** CA-EF8, Public Health and Medical, coordinates public health and medical activities and services statewide in support of local jurisdiction resource needs for preparedness, response and recovery from emergencies and disasters. The California Health and Human Services Agency is the lead agency for CA-EF8.

**California Emergency Management Agency (Cal EMA):** Cal EMA is responsible the coordination of overall State agency response to major disasters in support of local government. The Agency is responsible for assuring the State's readiness to respond to and recover from all hazards – natural, manmade, war-caused emergencies and disasters – and for assisting local governments in their emergency preparedness, response, recovery and hazard mitigation efforts.

**California Emergency Services Act (ESA):** An act within the California Government Code to insure that preparations within the State will be adequate to deal with natural, man-made, or war caused emergencies which result in conditions of disaster or in extreme peril to life, property and the natural resources of the State and generally to protect the health and safety and preserve the lives and property of the people of the State.

**California Medical Assistance Teams (CAL-MATs):** California Medical Assistance Teams (CAL-MATs) are deployable teams that support specialized health response needs such as disaster triage sites, clinics, medical shelters and hospitals including EMSA's three 200-bed Mobile Field Hospitals. EMSA maintains oversight of warehouse operations and cache management including vehicles, equipment and supplies, and coordinates team formation and response. The size of the team is determined by the medical mission.

**CAL-MAT:** California Medical Assistance Teams

**Caltrans:** California Department of Transportation

**Exhibit F**  
Glossary of EPO Related Acronyms and Terms

**CCLHO:** California Conference of Local Health Officers

**CDC:** United States Centers for Disease Control and Prevention

**CDHOM:** California Disaster Health Operations Manual

**CDMOM:** California Disaster Medical Operations Manual

**CDPH:** California Department of Public Health

**CEH:** CDPH Center for Environmental Health

**CHP:** California Highway Patrol

**CID:** CDPH Center for Infectious Disease

**CHHS:** California Health and Human Services Agency

**CMS:** Centers for Medicare and Medicaid Services

**CSWC:** California State Warning Center

**CUPA:** Certified Unified Program Agency

**DCDC:** CDPH Division of Communicable Disease Control

**DDWEM:** CDPH Division of Drinking Water and Environmental Management

**DEODC:** CDPH Division of Environmental and Occupational Disease Control

**DOC:** Department Operations Center.

**Demobilization:** The orderly, safe, and efficient return of an incident resource to its original location and status.

**Department Operations Center (DOC):** An Emergency Operations Center specific to a single department or agency. The focus is on internal agency incident management and response. DOCs are usually linked to, and in most cases are physically represented within, a combined agency EOC through authorized representatives for the department or agency.

**DFDRS:** CDPH Division of Food, Drug and Radiation Safety

**DHCS:** Department of Health Care Services

**DHS:** United States Department of Homeland Security

**DHV:** Disaster Health Care Volunteers

**Disaster:** A sudden calamitous event bringing great damage loss or destruction. See Major Disaster.

## Exhibit F

### Glossary of EPO Related Acronyms and Terms

**Disaster Healthcare Volunteers (DHV):** DHV is a secure, web-based system that registers and credentials health professionals who may wish to volunteer during a disaster, including doctors, nurses, paramedics, pharmacists, dentists, mental health practitioners, etc. DHV may be locally accessed by all 58 counties and 43 Medical Reserve Corps Units to support a variety of local needs, including augmenting medical staff at HCFs or supporting mass vaccination clinics. EMSA administers the system, coordinates statewide recruitment efforts and ongoing training opportunities. DHV is California's Emergency System for the Advance Registration of Volunteer Health Professionals (ESAR-VHP).

**DMAT:** Disaster Medical Assistance Team

**DMORT:** Disaster Mortuary Operational Response Team

**Emergency:** Any incident, whether natural or manmade, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

**Emergency Assistance Agreements:** Written or oral agreements between and among public and private agencies and organizations that provide a mechanism to quickly obtain emergency assistance in the form of personnel, equipment, materials, and other associated services. The primary objective is to facilitate the rapid, short-term deployment of emergency support prior to, during, and/or after an incident. Such agreements often describe the circumstances, conditions, limitations, and provisions for reimbursement of costs related to the provision of assistance. Sometimes called day-to-day agreements, such arrangements may supplement resources whenever demand exceeds the available supply of the needed resource. Pre-established emergency assistance agreements are distinct from "mutual aid" provided under the California Civil Defense Master Mutual Aid Agreement (MMAA).

**Emergency Management Assistance Compact (EMAC):** A congressionally ratified organization that provides form and structure to interstate mutual aid. Through EMAC, a disaster-affected state can request and receive assistance from other member states quickly and efficiently, resolving two key issues upfront: liability and reimbursement.

**Emergency Medical Services Authority (EMSA):** EMSA has been designated as the lead agency for coordinating disaster medical services in California. It is responsible for coordinating the prompt delivery of disaster medical resources to local governments in support of their disaster medical response. This includes the acquisition of personnel and medical supplies and materials from unaffected regions of the State to meet the needs of affected counties. EMSA also facilitates the evacuation of injured disaster victims to hospitals in areas/regions not impacted by the disaster.

**Emergency Operations Center (EOC):** The physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., Federal, State, regional, tribal, city, county), or some combination thereof.

## Exhibit F

### Glossary of EPO Related Acronyms and Terms

**Emergency Operations Plan (EOP):** The ongoing plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards.

**Emergency System Activation:** When an Operational Area activates any aspect of its Medical and Health Disaster Plan or when an incident leads to activation of Department Operations Centers (DOCs) and/or Emergency Operation Centers (EOCs).

**Evacuation:** Organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.

**Firefighting Resources of California Organized for Potential Emergencies (FIRESCOPE).**

FIRESCOPE was originally developed to improve the capability of firefighting agencies in southern California in allocating and managing fire suppression resources. The current mission of FIRESCOPE is to provide recommendations and technical assistance to Cal EMA to provide a statewide program for California that unifies federal, State and local fire agencies into a single fire response system.

**Function:** Function refers to the five major activities in ICS: Command, Operations, Planning, Logistics, and Finance/Administration. The same five functions are also found at all SEMS EOC Levels. At the EOC, the term Management replaces Command. The term function is also used when describing the activity involved, e.g., the planning function. A sixth function, Intelligence/Investigations, may be established, if required, to meet emergency management needs.

**Hazard:** Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

**Hazardous Material:** Any material that because of its quantity, concentration, physical or chemical characteristics poses a significant present or threatened hazard to human health and safety or to the environment if released into the workplace or the environment (Health and Safety Code §25501). An umbrella term that includes but is not limited to hazardous materials; hazardous wastes; oil; petroleum products; radioactive materials; radioactive wastes; mixed wastes (combination of radioactive and chemical); biological agents; sewage and infectious wastes; industrial and agricultural chemicals (pesticides, herbicides, fungicides, etc.); explosives; air contaminants and marine pollutants.

**Incident:** An occurrence or event, natural or man-made, that requires a response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, civil unrest, wild-land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, tsunamis, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

**Incident Command Post (ICP):** The field location where primary response functions are performed. The ICP may be co-located with the incident base or other incident facilities.

**Incident Command System (ICS):** A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

## **Exhibit F**

### Glossary of EPO Related Acronyms and Terms

**Joint Emergency Operations Center (JEOC):** The JEOC is the co-located Emergency Operations Center for CDPH, DHCS and EMSA. The role of the JEOC includes the following core functions: coordination; communications; resource allocation and tracking; and information collection, analysis and dissemination.

**Jurisdiction:** A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g., Federal, State, tribal, and local boundary lines) or functional (e.g., law enforcement, public health).

**Jurisdictional Agency:** The agency having jurisdiction and responsibility for a specific geographical area, or a mandated function.

**Liaison Officer:** A member of the Command Staff (management staff at EOC) responsible for coordinating with representatives from cooperating and assisting agencies/organizations. The Liaison Officer coordinates the initial entry of Agency Representatives into the EOC and provides guidance and support as required.

**Local Emergency Medical Services Agency (LEMSA):** The agency, department, or office having primary responsibility for administration of emergency medical services in a county or multiple counties, including disaster medical preparedness and response.

**Local Environmental Health Department (EHD):** The agency, department, or office having primary responsibility for administration of environmental health services in a county or counties.

**Local Government:** A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a non-profit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal entity, or in Alaska a Native village or Alaska Regional Native Corporation; a rural community, unincorporated town or village, or other public entity.

**Local Health Department (LHD):** The agency, department, or office having primary responsibility for administration of public health services in a county or city.

**Local Health Officer (LHO):** City and county health officers are authorized by the Health and Safety Code to take any preventive measure necessary to protect and preserve the public health from any public health hazard during a local emergency or State of Emergency within their jurisdiction. Preventive measures include abatement, correction, removal, or any other protective steps which may be taken against any public health hazard that is caused by a disaster and affects public health. The local health officer may proclaim a local emergency if he or she has been specifically designated to do so by ordinance adopted by the governing body of the jurisdiction (H&S Code, Section 101310). When a health emergency has been declared by a local health officer or board of supervisors, the local health officer has supervision and control over all environmental health and sanitation programs and personnel employed by the county during the State of Emergency.

**Logistics:** Providing resources and other services to support incident management.

## **Exhibit F**

### Glossary of EPO Related Acronyms and Terms

**Major Disaster:** Any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion in any part of the United States that, in the determination of the President, causes damage of sufficient severity and magnitude to warrant major disaster assistance under the Stafford Act to supplement the efforts and available resources of states, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

**Medical Health Operational Area Coordinator (MHOAC):** See Health and Safety Code §1797.153 (Appendix A).

**Medical Health Operational Area Coordination (MHOAC) Program:** A comprehensive program under the direction of the MHOAC that supports the 17 functions outlined in Health and Safety Code §1797.153.

**Mission Support Team (MSTs):** MSTs provide logistical support to deployed mobile medical assets maintained by EMSA, (e.g., California Medical Assistance Teams, Mobile Field Hospitals, Ambulance Strike Teams, etc.), and also provide coordination between the requesting local jurisdiction and the deployed asset(s). Coordinated by EMSA, MSTs may consist of State, local government, and/or private sector personnel. The size of the MST is determined by the medical mission.

**Mitigation:** Provides a critical foundation in the effort to reduce the loss of life and property from natural and/or manmade disasters by avoiding or lessening the impact of a disaster and providing value to the public by creating safer communities. Mitigation seeks to fix the cycle of disaster damage, reconstruction, and repeated damage. These activities or actions, in most cases, will have a long-term sustained effect.

**Mobile Field Hospitals (MFHs):** In addition to local and federal MFHs, EMSA maintains three MFHs to assist with medical care during a disaster that impacts the operational status of the health care system. Each of EMSA's 200-bed MFH is a vendor-managed turnkey acute care hospital that provides basic emergency, surgical, intensive care unit, radiography and laboratory services and can be ready to receive patients within 72 hours of deployment.

**Mobilization:** The process and procedures for activating, assembling, and transporting the resources that have been requested to respond to or support an incident.

**Mobilization Center:** An off-emergency location where emergency services personnel, equipment and supplies may be temporarily located, pending assignment to the emergency, release, or reassignment.

**Multi-Agency Coordination System (MAC System):** A MAC System that provides the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration, and information coordination. A MAC System includes facilities, equipment, personnel, procedures, and communications. Two of the most commonly used elements are EOCs and MAC Groups, which assist agencies and organizations responding to an incident. MAC Groups typically consist of administrators/executives, or their appointed representatives, who are authorized to commit agency resources and funds.



## Exhibit F

### Glossary of EPO Related Acronyms and Terms

**Mutual Aid Coordinator:** An individual at local government, Operational Area, Region or State Level that is responsible to coordinate the process of requesting, obtaining, processing and using mutual aid resources. Mutual Aid Coordinator duties will vary depending upon the mutual aid system.

**Mutual Aid Region:** A mutual aid region is a subdivision of the State established to assist in the coordination of mutual aid and other emergency operations within a geographical area of the State, consisting of two or more Operational Areas.

**National Disaster Medical System (NDMS):** A federal medical response system that supplements state and local emergency resources during disasters or major emergencies. NDMS may be activated in response to a presidential disaster declaration or a state request for major medical assistance.

**National Incident Management System (NIMS):** Provides a systematic, proactive approach guiding government agencies at all levels, the private sector, and nongovernmental organizations to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life or property and harm to the environment.

**Non-Governmental Organization (NGO):** An entity with an association that is based on the interests of its members, individuals, or institutions. It is not created by a government, but it may work cooperatively with the government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

**Operational Area (OA):** An intermediate level of the State of California emergency organization, consisting of a county and all political subdivisions within the geographical boundaries of the county.

**Operational Period:** The time scheduled for executing a given set of operation actions, as specified in the Incident Action Plan. Operational periods can be of various lengths, although usually they last 12-24 hours.

**Political Subdivision:** Includes any city, city and county, county, tax or assessment district, or other legally authorized local governmental entity with jurisdictional boundaries.

**Preparedness:** A continuous cycle of planning, organizing, training, equipping, exercising, evaluating, and taking corrective action in an effort to ensure effective coordination during incident response. Within NIMS, preparedness focuses on the following elements: planning, procedures and protocols, training and exercises, personnel qualification and certification, and equipment certification.

**Private Sector:** Organizations/entities that are not part of the governmental structure. The private sector includes for-profit and not-for-profit organizations, formal and informal structures, commerce and industry.

**Public Health and Medical System:** An inter-connected system of public and private entities whose activities and responsibilities involve public health; environmental health; and medical services, including emergency medical services. The participants in the Public Health and Medical System include those involved in the delivery of health care in addition to those involved in the protection and promotion of public health and environmental health. Examples include but are not limited to health care facilities such as hospitals, skilled nursing facilities, and community clinics; Indian health services; local health departments; local emergency medical services agencies; local environmental health departments; ambulance providers; public health laboratories; public water systems; hazardous

## **Exhibit F**

### Glossary of EPO Related Acronyms and Terms

materials responders; dispatch centers; and many other entities/organizations that conduct daily activities and/or emergency response activities relevant to public health, environmental health and medical services.

**Public Information:** Processes, procedures, and systems for communicating timely, accurate, and accessible information on the incident's cause, size, and current situation; resources committed; and other matters of general interest to the public, responders, and additional stakeholders directly and indirectly affected.

**Recovery:** The development, coordination, and execution of service and site restoration plans; the reconstitution of government operations and services; individual, private sector, nongovernmental, and public assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post incident reporting; and development of initiatives to mitigate the effects of future incidents.

**Regional Disaster Medical and Health Coordinator (RDMHC):** See Health and Safety Code §1797.152 (Appendix B).

**Regional Disaster Medical and Health Coordination (RDMHC) Program:** A comprehensive program under the direction of the Regional Disaster Medical and Health Coordinator that supports information flow and resource management during unusual events and emergencies. This program includes the Regional Disaster Medical and Health Specialist.

**Regional Disaster Medical Health Specialist (RDMHS):** The Regional Disaster Medical Health Specialist is a component of the RDMHC Program that directly supports regional preparedness, response, mitigation and recovery activities.

**Region Emergency Operations Center (REOC):** Regional facilities representing each of Cal EMA's three Administrative Regions (Inland, Coastal and Southern). REOCs provide centralized coordination of resources among Operational Areas within their respective regions, and between the Operational Areas and State level.

**Reimbursement:** The recouping of funds expended for incident-specific activities.

**Resource Management:** Efficient emergency management and incident response requires a system for identifying available resources at all jurisdictional levels to enable timely and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management under NIMS includes mutual aid agreements and assistance agreements; the use of special Federal, State, tribal, and local teams; and resource mobilization protocols.

**Resources:** Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

**Response:** Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the

## **Exhibit F**

### Glossary of EPO Related Acronyms and Terms

situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

**Response Information Management System (RIMS):** The Internet-based information management system maintained by the California Emergency Management Agency for collecting information on the disaster situation, communicating action plans, and requesting mission requests.

**Special District:** A unit of local government (other than a city, county, or city and county) with authority or responsibility to own, operate and maintain systems, programs, services, or projects (as defined in California Code of Regulations Section 2900(s) for purposes of natural disaster assistance. This may include a joint powers authority established under Section 6500.

**Stafford Act:** The Robert T. Stafford Disaster Relief and Emergency Assistance Act establishes the programs and processes for the Federal Government to provide disaster and emergency assistance to States, local governments, tribal nations, individuals, and qualified private non-profit organizations. The provisions of the Stafford Act cover all hazards including natural disasters and terrorist events. Relevant provisions of the Stafford Act include a process for Governors to request Federal disaster and emergency assistance from the President. The President may declare a major disaster or emergency.

**Staging Area:** An area established for the temporary location of available resources. A Staging Area can be any location in which personnel, supplies and equipment can be temporarily housed or parked while awaiting operational assignment.

**Standardized Emergency Management System (SEMS):** A system required by California Government Code for managing response to multi-agency and multi-jurisdictional emergencies in California. SEMS consists of five organizational levels, which are activated as necessary: Field response, Local Government, Operational Area, Region and State.

**State Operations Center (SOC):** The SOC is operated by the California Emergency Management Agency. It is responsible for the centralized coordination of State resources in support of the three Cal EMA Administrative Regions (REOCs). It is also responsible for providing updated situation reports to the Governor and legislature.

**Tribal Entity:** Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 stat. 688) [43 U.S.C.A. and 1601 et seq].

**Unified Command:** An ICS application used when more than one agency has incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the UC, often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single Incident Action Plan.

**Unusual Event:** An unusual event is defined as an incident that significantly impacts or threatens public health, environmental health or medical services. An unusual event may be self-limiting or a precursor to emergency system activation. The specific criteria include any of the following:

## **Exhibit F**

### Glossary of EPO Related Acronyms and Terms

- The incident significantly impacts or is anticipated to impact public health or safety;
- The incident disrupts or is anticipated to disrupt the Public Health and Medical System;
- Resources are needed or anticipated to be needed beyond the capabilities of the Operational Area, including those resources available through existing agreements (day-to-day agreements, memoranda of understanding, or other emergency assistance agreements);
- The incident produces media attention or is politically sensitive;
- The incident leads to a Regional or State request for information; and/or
- Whenever increased information flow from the Operational Area to the State will assist in the management or mitigation of the incident's impact

## ATTACHMENT 19

### 2014-15 Public Health Emergency Preparedness (PHEP), General Fund Pandemic Influenza (GF Pan Flu) and Hospital Preparedness Program (HPP) Funding

#### NON-SUPPLANTATION CERTIFICATION FORM

Name of Local Entity:
-----------------------

As the duly authorized representative of the above-named County, I hereby certify as follows:

1. The funds allocated by the California Department of Public Health (CDPH) under the Contract will not be used to supplant funding for existing levels of service and shall only be used for the purposes specified in the Contract.
2. Upon receipt, the funds will be deposited into an interest-bearing local public health preparedness trust fund established solely for this purpose before the funds are transferred or expended for any of the purposes allowed in the Application Work Plan and Budget, as approved by the CDPH.

**Chairperson, Board of Supervisors, Mayor of a City or designee:**

Signature:
Printed Name:
Title:
Phone:
Date:

Please return the original signed certification with your FY 2014-2015 PHEP, GF Pan Flu and HPP Funding Agreement Funding Agreement to:

California Department Public Health  
Emergency Preparedness Office  
Attn: Local Management Unit  
MS 7002  
P.O. Box 997377  
Sacramento, CA 95899-7377



RON CHAPMAN, MD, MPH  
Director

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



EDMUND G. BROWN JR.  
Governor

July 15, 2014

Richard O. Johnson  
Health Officer  
Mono County Health Department  
POB 3329, 437 Old Mammoth Rd., Ste Q  
Mammoth Lakes, CA 93546

Lynda Salcido  
Health Executive  
Mono County Health Department  
POB 3329, 437 Old Mammoth Rd., Ste Q  
Mammoth Lakes, CA 93546

Dear Mr. Johnson & Mrs. Salcido

The California Department of Public Health (CDPH) has approved your 2014-15 Local Application which includes funding for the following:

- Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness Program (PHEP)
- State General Fund (GF) Pandemic Influenza Planning
- Hospital Preparedness Program (HPP)

If you have any questions, please do not hesitate to call your EPO Contract Manager.

Thank you,

Susan Fanelli  
Deputy Director  
California Public Health Department  
Emergency Preparedness Office

Enclosure

cc:

Richard O. Johnson  
Public Health Emergency Preparedness Coordinator &  
Pandemic Influenza Coordinator  
County Public Health/Human Services Agency  
Mono County Health Department  
POB 3329, 437 Old Mammoth Rd., Ste Q  
Mammoth Lakes, CA 93546

Deb Diaz  
Hospital Preparedness Coordinator  
County Public Health/Human Services Agency  
Mono County Health Department  
POB 3329, 437 Old Mammoth Rd., Ste Q  
Mammoth Lakes, CA 93546

Mark Pfeifer  
Contract Manager  
CDPH-EPO  
MS 7002-PO Box 997377  
Sacramento, CA 95899-7377



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 9, 2014

**Departments: Economic Development**

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD** Jeff Simpson

**SUBJECT** Fish & Game Fine Fund Expenditure

### AGENDA DESCRIPTION:

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

The California Department of Fish & Game is requesting a dispersement from the Mono County Fish & Game Fine Fund in the amount of \$5,070 for the purchase of three Swarovski STS 65mm HD spotting scopes with 20-60 zoom eye piece and I-phone adapter to be distributed to Mono County Warden/Lieutenant positions to aid in the monitoring of hunting activity this fall. The Mono County Fisheries Commission approved the request for this expenditure at their regular meeting on 9/3/2014 in June Lake.

### RECOMMENDED ACTION:

Authorize the purchase of the above-mentioned expenditure from the Fish & Game Fine Fund on behalf of the County in an amount not to exceed \$5,070.

### FISCAL IMPACT:

\$5,070 from the Fish & Game Fine Fund. Current Fine Fund balance as of 9/3/14 is \$15,736.56.

**CONTACT NAME:** Jeff Simpson

**PHONE/EMAIL:** 760-924-4634 / [jsimpson@mono.ca.gov](mailto:jsimpson@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:

Jeff Simpson, [jsimpson@mono.ca.gov](mailto:jsimpson@mono.ca.gov)

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Fish and Wildlife Info](#)



[Fisheries Photos and other](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/3/2014 12:55 PM	County Administrative Office	Yes
9/4/2014 10:04 AM	County Counsel	Yes
9/3/2014 2:48 PM	Finance	Yes



<http://www.dfg.ca.gov>  
Law Enforcement Division  
Central Enforcement District  
1234 East Shaw Avenue  
Fresno, California 93710  
(559) 243-4005

Mono County Fisheries Commission  
Mono County Board of Supervisors

July 8, 2014

**Request:**

The California Department of Fish and Game is requesting a disbursement from the Mono County Fisheries Fine Account in the amount of **\$5,070.00** for the purchase of **three** Swarovski STS 65mm HD Spotting Scopes with 20-60 zoom eye piece and iPhone adaptor to be distributed to Mono County Warden / Lieutenant positions.

**Need:**

The California Department of Fish and Wildlife Law Enforcement Division Inyo / Mono County Squad currently consist of five warden and one lieutenant positions. The 4240 squad is the smallest squad in CED yet with some of the State's greatest resources. The squad is responsible to protect the diminishing resources of approximately 14,000 square miles, all of Inyo / Mono Counties, the largest squad coverage area in CED and possibly the state. Even though the resident population for the area is not in comparison with other squad districts, our primary resource users and violators are from major metropolitan areas to include Los Angeles, San Diego, Sacramento, Reno and Las Vegas. To date in this physical year, the squad has the highest resource caseload with the fewest officers in the Central Enforcement District. Today more and more waterways are being opened to year round fishing, including Topaz Lake, East Walker River, West Walker River, Hot Creek, Upper Owens River, and most of Inyo County east of Hwy 395. With the year round fisheries, special regulations have been applied to these waterways to protect the fisheries, i.e. gear restrictions, catch and release, and some areas no targeting of trout. I have been working the area's trout openers for about 11 years and have seen a significant decline in the number and quality of fish and wildlife caught. This is a common statement amongst the local residents and the anglers, whom the area's economy depends on.

The 4240 squad also protects five different deer zones (consisting of 14 different seasons – X9a, X9b, X9c, X10, X12, A16, A17, A18, A19, A20, G3, G39, G38, and J12), seven different Tule elk zones with 33 different drawing options, and two big horn sheep zones. The area has a sustainable population of upland game birds and migratory game birds. There are also big game species populations that are fully protected in the district to include

*Conserving California's Wildlife Since 1870*

*Guardians of our Wildlife Heritage... A Proud Tradition of Wildlife Law Enforcement*

**Mono County Fisheries Commission**  
**Mono County Board of Supervisors**  
**Page 2 of 4**

Sierra Nevada Big Horn sheep and antelope in the Bodie Hills and Fish Lake Valley.

The squad has been active in the local communities teaching hunter education in the counties' middle schools (Independence, Big Pine, Bishop, Round Valley, Mammoth Lakes, and Lee Vining) during winter months, and has brought the Outdoor Adventure Program into two of the school districts. The squad will also be teaching firearm safety to all students in the Bishop Middle School this coming fall. Other community activities the 4240 squad are involved with include "Shop with a Cop", Eastern Sierra Law Enforcement Expo., Mule Day's Fair, Mammoth Lakes – Snow Creek Kid's Fishing Tournament, Hot Creek Trout Fest, and many individual classroom presentations. These activities are invaluable with public relations in the community. However, each activity further inhibits wardens from patrolling and protecting the resources.

**Justification:**

As outlined above, Wildlife Officers assigned to Inyo and Mono Counties cover a very large patrol district with very few officers. To adequately protect the counties resources, our officers have to be in multiple spots at once. High quality spotting scopes with clear optics and high resolution will allow DFW officers to further accomplish our objectives and mission. We also require the optics to be light weight and durable. The 4240 Squad has been increasing our back country patrols. High quality spotting scopes will allow our officers to cover more of the remote locations by observing from a high advantage point. The iPhone adaptors will allow officers to record poaching activities and present as evidence in court.

I personally have been issued a low quality 15 year old Bushnell Spotting scope. Because of the size and weight it is not easily packed into remote locations. The poor quality of the optics makes it difficult to observed fish and wildlife violations at great distances and strains the eyes. Much of our district has vast open sagebrush. Wildlife violators can easily see Game Wardens at great distances coming, sometimes several miles out. This allows them time to conceal their violations. High quality spotting scopes will give the advantage back to the Wildlife Officers, intern allowing them to better protect the State and Counties' resources which the economy so highly depends on.

Furthermore, citations issued resulting from observations through the use of the spotting scopes will replenish the funds that are used to make this purchase. Currently at this time the Central Enforcement District of the Department of Fish and Wildlife is requesting funding for the purchase of 3

**Mono County Fisheries Commission  
Mono County Board of Supervisors  
Page 3 of 4**

spotting scopes from Inyo County Fish and Wildlife Commission and 3 spotting scopes from Mono County Fisheries Commission. **See attached quote for purchasing specifications.**

Swarovski attached bid is given at a rate only to Law Enforcement Agencies. Well below dealer cost. The Swarovski products retail at below listed prices:

**Retail Cost:**

STS 65 mm HD spotting scope	\$1877.00
20-60 Zoom eye piece	\$643.00
Spotting scope window mount	\$90.00
iPhone adaptor	<u>\$150.00</u>
<b><u>Total Cost:</u></b>	<b><u>\$2,760.00</u></b>

Swarovski has quoted the above product, per unit, for Law Enforcement purposes below:

**Agency Cost:**

STS 65 mm HD spotting scope with 20-60 Zoom eye piece	\$1600.00
Spotting scope window mount	No Charge
iPhone adaptor	<u>\$90.00</u>
<b><u>Total Cost:</u></b>	<b><u>\$1,690.00</u></b>

A total savings from retail cost of \$1,070.00 per unit

**If granted, the purchase should be made by Mono County and shipped to CA Dept. Fish and Wildlife, Attn: Lt. Bill Dailey, 407 W. Line Street, Bishop CA 93514. The equipment would then be donated to the Department of Fish and Wildlife and there must not be any extenuating circumstances attached to the gift and that the Department of Fish and Wildlife will be the sole owner of the purchased merchandise.**

\_\_\_\_\_  
**Signature of Committee Representative**

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

A purchase order will be faxed to the manufacture and payment should be made directly to Swarovski Optics. at the following:

**Mono County Fisheries Commission  
Mono County Board of Supervisors  
Page 4 of 4**

**SWAROVSKI OPTIK NA LTD**  
**Attn: Dustin Woods**  
**Director of Sales**  
**2 Slater Road**  
**Cranston, RI 02920**  
**Tel. 401-595-6137**  
**[Dustin.Woods@swarovskioptik.us](mailto:Dustin.Woods@swarovskioptik.us)**  
**[WWW.SWAROVSKIOPTIK.COM](http://WWW.SWAROVSKIOPTIK.COM)**

Thank you in advance for consideration of this request. If you have any further questions, please do not hesitate to contact Bill Dailey, Fish and Wildlife Lieutenant, Inyo / Mono Counties, California Department of Fish and Wildlife, 407 W. Line Street, Bishop CA 93514

Telephone: (661) 203-6380, e-mail: [bill.dailey@wildlife.ca.gov](mailto:bill.dailey@wildlife.ca.gov)

Sincerely,



Bill Dailey  
California Department of Fish & Wildlife  
Patrol Lieutenant Inyo / Mono Counties

cc. Mike Carion  
Chief of Enforcement

John Baker  
Assistant Chief

Holly Spada  
Captain

Re: California Department of Fish and Wildlife

Date: 6.23.14

#### Purpose

Demonstrate the value of investing in premium optics to the California Department of Fish and Wildlife. Illustrate how Swarovski Optik can help maximize that investment.

#### Process

- Brief introduction to Swarovski Optik and Swarovski Optik North America
- Demonstration of the difference in Swarovski Optik and other price points for practical in the field law enforcement situations.
- Summary of the mid and long term investment value of an investment in Swarovski Optik products.
- Quotation of relevant products.
- Conclusion

#### Outcome

The California Department of Fish and Wildlife will have a clear picture of the value that an investment in premium field optics and Swarovski Optik North America will bring to the overall program.

Thank you for your consideration,

Dustin Woods  
Director of Sales  
Swarovski Optik North America

## SWAROVSKI OPTIK

Founded by Wilhelm Swarovski in 1949, SWAROVSKI OPTIK stands for the highest precision in sport optics for use by sportsmen, law enforcement and military. From binoculars to spotting scopes, to our highly successful lines of riflescopes, SWAROVSKI OPTIK is committed to constantly improving what is good, surprising our customers with new demonstrations of excellence, and exceeding their expectations.

SWAROVSKI OPTIK produces exclusively at its headquarters in Absam/Tyrol with a global workforce of approximately 750 people. The company is wholly owned by the Swarovski family. The headquarters for SWAROVSKI OPTIK NORTH AMERICA is located in Cranston, RI, and employs approximately 70 people. The North American headquarters proudly assembles a substantial portion of the products sold here in the United States and is honored to be a valuable part of the Rhode Island and United States manufacturing sector. In addition the vast majority of all product repairs and warranty work are done in the Rhode Island headquarters, shrinking turnaround times for repair work to under one month from the time products are received.

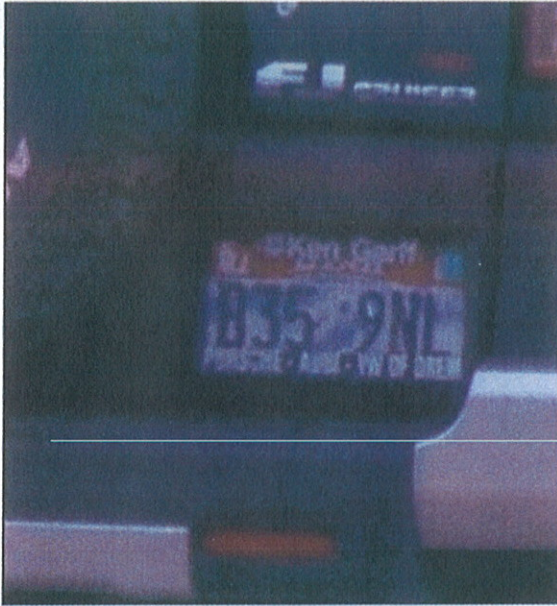
Our corporate culture is marked by a love for the outdoors, highest functioning products, precision manufacturing, the utmost care for details, as well as a deep respect for upholding the highest standards in all that we do. Our innovative spirit, the close ties we maintain with our customers and the knowledge of their desires and demands all serve to insure that our range of products is continually updated.



## PRODUCT COMPARISON

The following images were taken through the same camera at the same yardages, maximizing the focus capabilities of the optics and camera under real world situations. This should in no way be interpreted as a controlled or blind study. Swarovski Optik was the only party involved in the photography. Prices noted are based on published retail prices.

### 460 Yards Through Spotting Scope



Swarovski Optik



\$1200 Spotting Scope

The image on the left is clearly more visible and could make apprehension of a suspect much quicker by having a clear license plate number. Documentation for evidence would also be more useful by having clearly identifiable license plate numbers.

The further away the target object is the less clear of any image any optic will be able to produce. The above images were taken at 460 yards; the image on the left could be clear at even further distances where the image on the right is nearly unreadable already.



## PRODUCT COMPARISON

### 690 Yards Spotting Scope



Swarovski Optik



\$1200 Spotting Scope

At 690 Yards detail becomes more difficult to see and document through optics. The image on the left provides a much clearer picture at distance. Documentation of activities and persons are more usable with a clearer image.

### 920 Yards Spotting Scope



Swarovski Optik

### 920 Yards Spotting Scope



\$1200 Spotting Scope

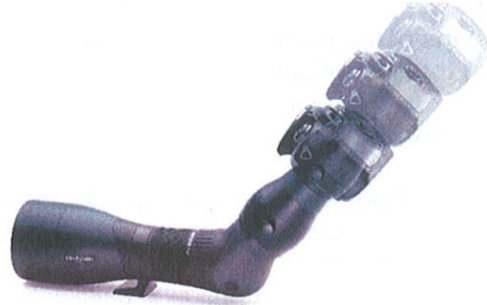
The top image at a distance of 920 yards makes identifying and documenting the armed suspect much easier. Observation and surveillance is made safer and easier by allowing the officer to remain further away from the activity.

## PHOTO / VIDEO / NIGHT VISION USE

iPhone Camera Adapter

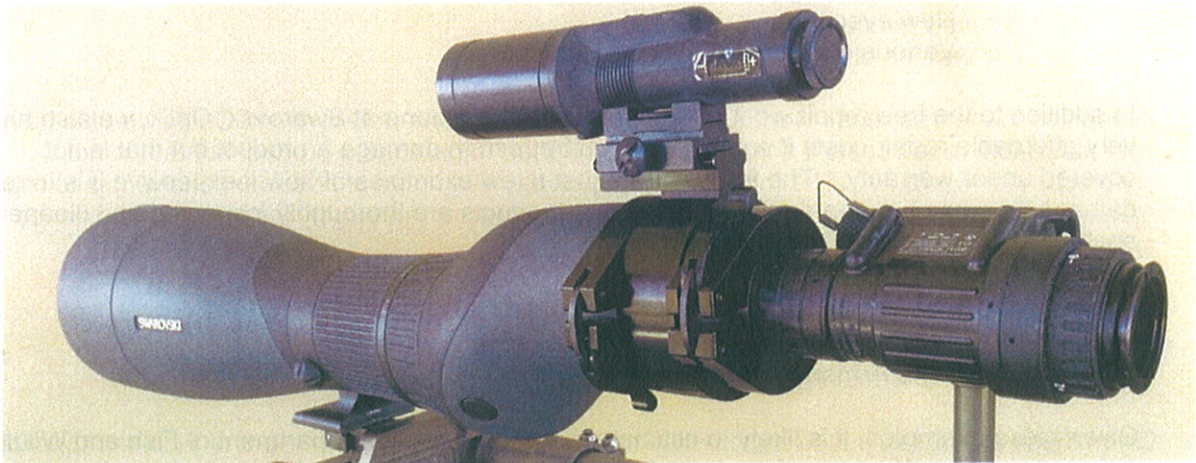


TLS APO Camera Adapter



The above images show two of Swarovski Optik's camera adapters. The iPhone adapter on the left will work with the iPhone 5 or 5S for exceptional and easy photos and video. The TLS APO on the right will work with DSLR cameras for virtually professional level quality photo and video.

Night Vision Adapter



Adapters are available for night vision devices making the spotting scope extremely useful for long range surveillance at night. Because of the high quality optics of Swarovski Optik spotting scopes, they maximize the effectiveness of night observation even at great distances. An iPhone adapter or DSLR adapter can be used in conjunction with the night vision for documentation at night.

## LONG TERM VALUE

### Limited Lifetime Warranty

Swarovski Optik offers a Lifetime Warranty on the optical system of our products. Once examined, if it is determined that the optical system is defective we will repair or replace the instrument or defective part at no charge.

All other parts of the instrument are warranted against defects in materials or workmanship for ten years from the date of purchase.

### Repair Department

Swarovski Optik products have an exceptional long term value due not only to the Limited Lifetime Warranty but also due to our expert team of repair staff located in Cranston, RI. It is a very unique advantage to have all products repaired right here in North America. Because of our location and our constant attention to efficiency in our repair department, we have been able to reduce turnaround times for repairs to less than one month.

It is very common for our products to be used and maintained in great condition for literally a lifetime. The following example illustrates the value of our products to the California Department of Fish and Wildlife.

- When we receive one of our best-selling 10 x 42 SLCs in for any repair or warranty work, the following upgrades are done free of charge if the binocular is over 6 years old. This gives the customer a virtually new pair of binoculars.
  - New prisms
  - New rubber armoring
  - New focusing parts
  - New eyecups
  - Various other parts

In addition to the free repair work and upgrades that are done at Swarovski Optik, we also have very affordable repair costs if something does happen to damage a product but that is not covered under warranty. The following are just a few examples of how inexpensive it is to repair damage that may happen during field use. All products are thoroughly inspected and cleaned anytime they are brought in for repair.

- SLC 10 x 42 Objective Lenses : \$100 per pair
- SLC 10 x 42 All External Lenses : \$180
- SLC 10 x 42 Armoring : \$80

Given these examples, it is likely to estimate that the California Department of Fish and Wildlife can get more than 10 years of use out of Swarovski Optik products. Even after those ten years the products will still be worth close to the purchase price. Used Swarovski Optik products even ten years old or older sell for a significant amount, often times close to the original purchase price.

**10 Year Scenario:** An agency purchases the above example Swarovski Optik 10 x 42 SLC HD at \$1429.00 and they get ten years of use. Over those ten years they fall off a truck and need all armoring and external lenses replaced at a cost of \$260. That still means that the total cost per year to have that product is **less than \$170 per year**. In addition to a relatively low yearly cost, the officer will have all of the advantages of having superior optics. The product will still be worth a significant amount of money and still have many years of life left.

PRICING

The following quote represents a substantial discount from wholesale prices.

SWAROVSKI OPTIK NORTH AMERICA



CONFIDENTIAL PRICE QUOTE

Re: California Department of Fish & Wildlife  
Date : 6/23/2014

Item	Unit Price	Quantity
ATS or STS 65 HD w/ 20-60 Zoom Eyepiece	\$1,600.00	6
iPhone Adapter for ATS/STS Spotting Scope	\$90.00	6
Window Mount for ATS/STS Spotting Scope	No Charge	6

<b>Lead Time From Time Of Order</b>	<b>10 days</b>
<b>Price Firm From Time Of Quote</b>	<b>6 months</b>
<b>Freight</b>	<b>No Charge</b>
<b>Terms</b>	<b>Net 90 Days</b>

Quoted By : Dustin Woods ; Director of Sales

## CONCLUSION

In conclusion, Swarovski Optik would like to pass on our sincere appreciation for being considered in this project. We feel that we can bring substantial value to the California Department of Fish and Wildlife and are looking forward to the opportunity to work together.

We understand that the investment in our products is substantial but we strongly feel that in the mid to long term the investment will more than pay for itself. Not only from a cost perspective is the investment a worthwhile one; but the officer's effectiveness in the field through better observation, identification, surveillance, safety and documentation will all be significantly improved.

Please contact us for any questions or other support that we may be able to lend in this project. We would be happy to set up a demonstration of our products and program at any time to help assist in this decision.



SWAROVSKI OPTIK NORTH AMERICA



CONFIDENTIAL PRICE QUOTE

Re: California Department of Fish & Wildlife  
Date : 6/23/2014

Item	Unit Price	Quantity
ATS or STS 65 HD w/ 20-60 Zoom Eyepiece	\$1,600.00	6
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<b>Freight</b>	<b>No Charge</b>
<b>Terms</b>	<b>Net 90 Days</b>

Quoted By : Dustin Woods ; Director of Sales



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** September 9, 2014

**Departments: Community Development, County Counsel**

**TIME REQUIRED** 1.5 hours (45 minutes presentation,  
45 minutes discussion)

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Brent Calloway and Stacey Simon

**SUBJECT** Groundwater Legislation (SB1168,  
SB1319, and AB 1739)

### AGENDA DESCRIPTION:

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

Presentation by Community Development and County Counsel regarding SB1168, SB1319 and AB1739, related to groundwater management and recently approved by the State Legislature.

### RECOMMENDED ACTION:

None (informational only). Provide any desired direction to staff.

### FISCAL IMPACT:

None at this time.

**CONTACT NAME:** Brent Calloway and Stacey Simon

**PHONE/EMAIL:** (760) 924-1809 (Brent) or (760) 924-1704 (Stacey) / bcalloway@mono.ca.gov or ssimon@mono.ca.gov

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Staff Report](#)

[PowerPoint](#)

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
9/3/2014 5:06 PM	County Administrative Office	Yes
9/3/2014 7:46 PM	County Counsel	Yes
9/4/2014 10:39 AM	Finance	Yes



**County Counsel**  
Marshall Rudolph

**Assistant County Counsel**  
Stacey Simon

**Deputies**  
Christian Milovich  
John-Carl Vallejo

**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**  
Jenny Senior

To: Board of Supervisors

From: Stacey Simon and Brent Calloway

Date: September 9, 2014

Re: Groundwater Legislation

**Recommendation**

Receive staff presentation. Provide any desired direction to staff.

**Fiscal Impact**

None at this time.

**Discussion**

On August 29, 2014, the California Legislature approved a trio of bills providing for comprehensive groundwater regulation statewide. The three bills are currently on the Governor's desk and he is expected to sign them within the next few weeks.

The purpose of this item is to provide an overview of the legislation and an opportunity for discussion.

If you have any questions prior to your meeting, please call me at 924-1704 (Mammoth Lakes) or 932-5418 (Bridgeport) or call Brent Calloway at 924-1809.

Encl. PowerPoint Presentation

# The Sustainable Groundwater Management Act

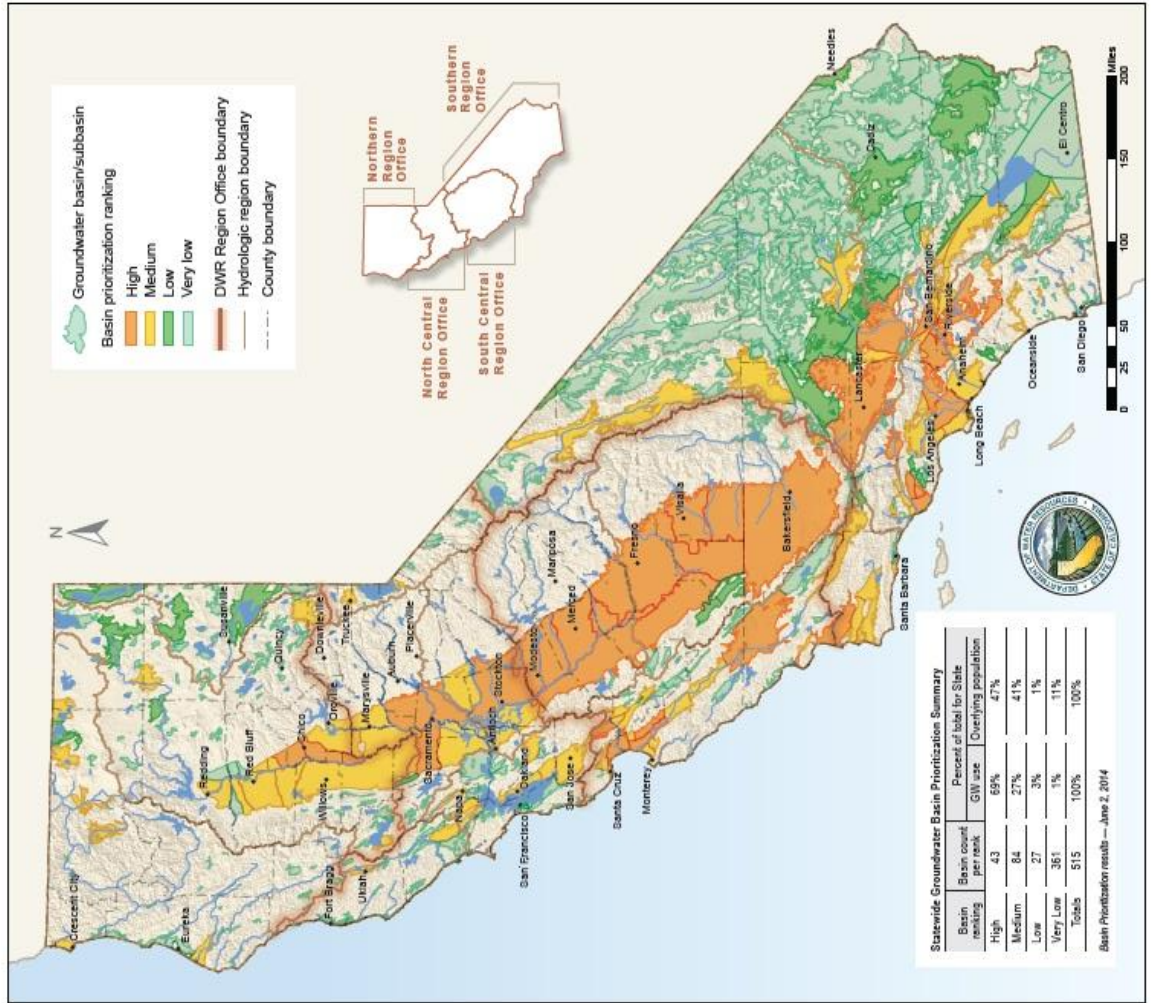
SB 1168, AB 1739, and SB 1319

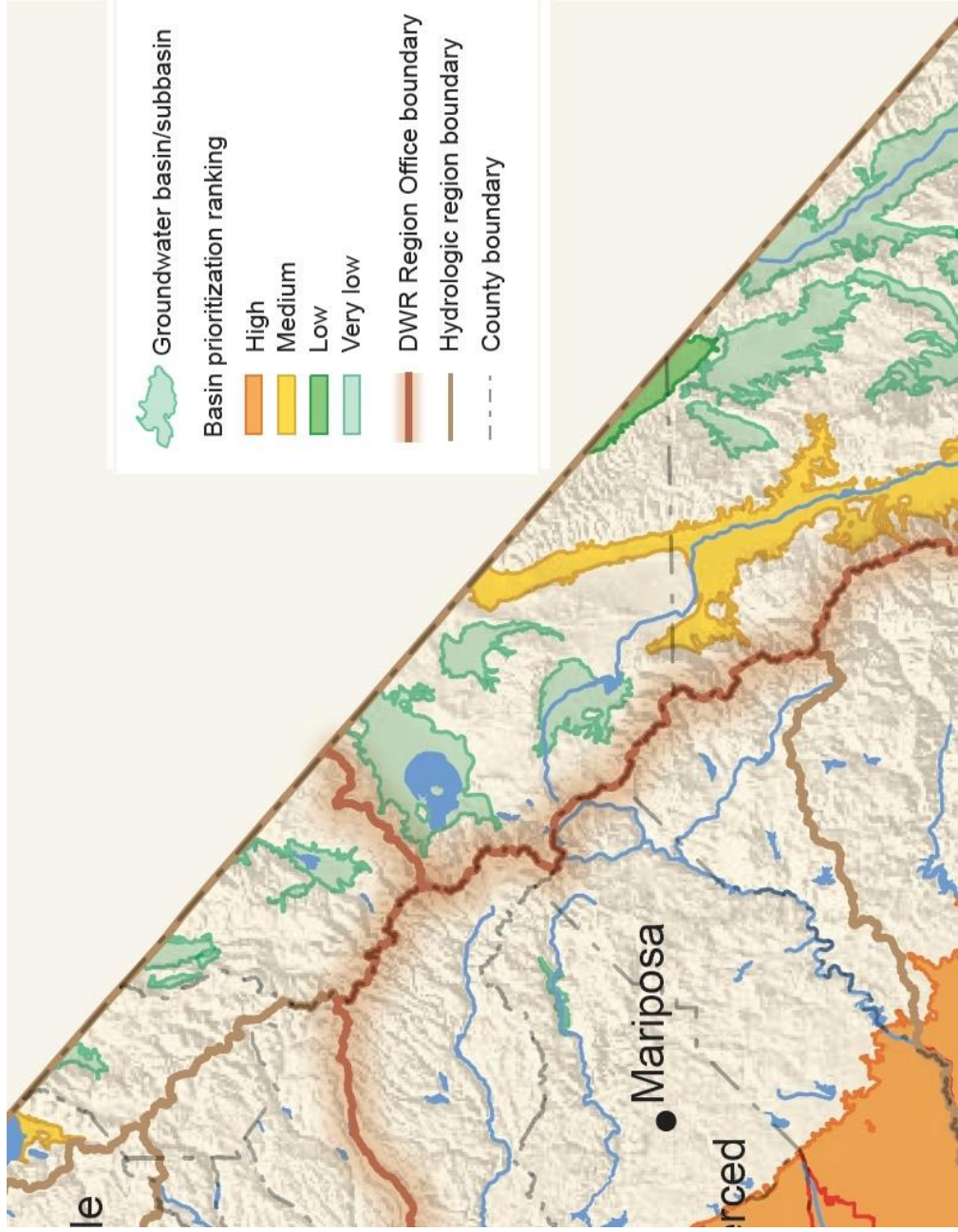
# *Key Concept:*

## Prioritization of Groundwater Basins

- The Department of Water Resources must re-establish priorities for each groundwater basin (with specified exceptions for adjudicated basins) by January 31, 2015.
- **Priorities:**
  - High priority
  - Medium priority
  - Low priority
  - Very low priority
- **Ranking Criteria:**
  - Overlying population
  - Projected growth of overlying population
  - Public supply wells
  - Total number of wells
  - Irrigated acreage overlying the basin
  - Reliance on groundwater as primary source
  - Impacts on groundwater (e.g., overdraft, subsidence, saline intrusion, water quality degradation)
  - Any other relevant information (New: relevant information may include adverse impacts on local habitat and local streamflows)

# CASGEM Groundwater Basin Prioritization





# Mono County Groundwater Basins DWR Basin Priority Status

## Very Low Priority

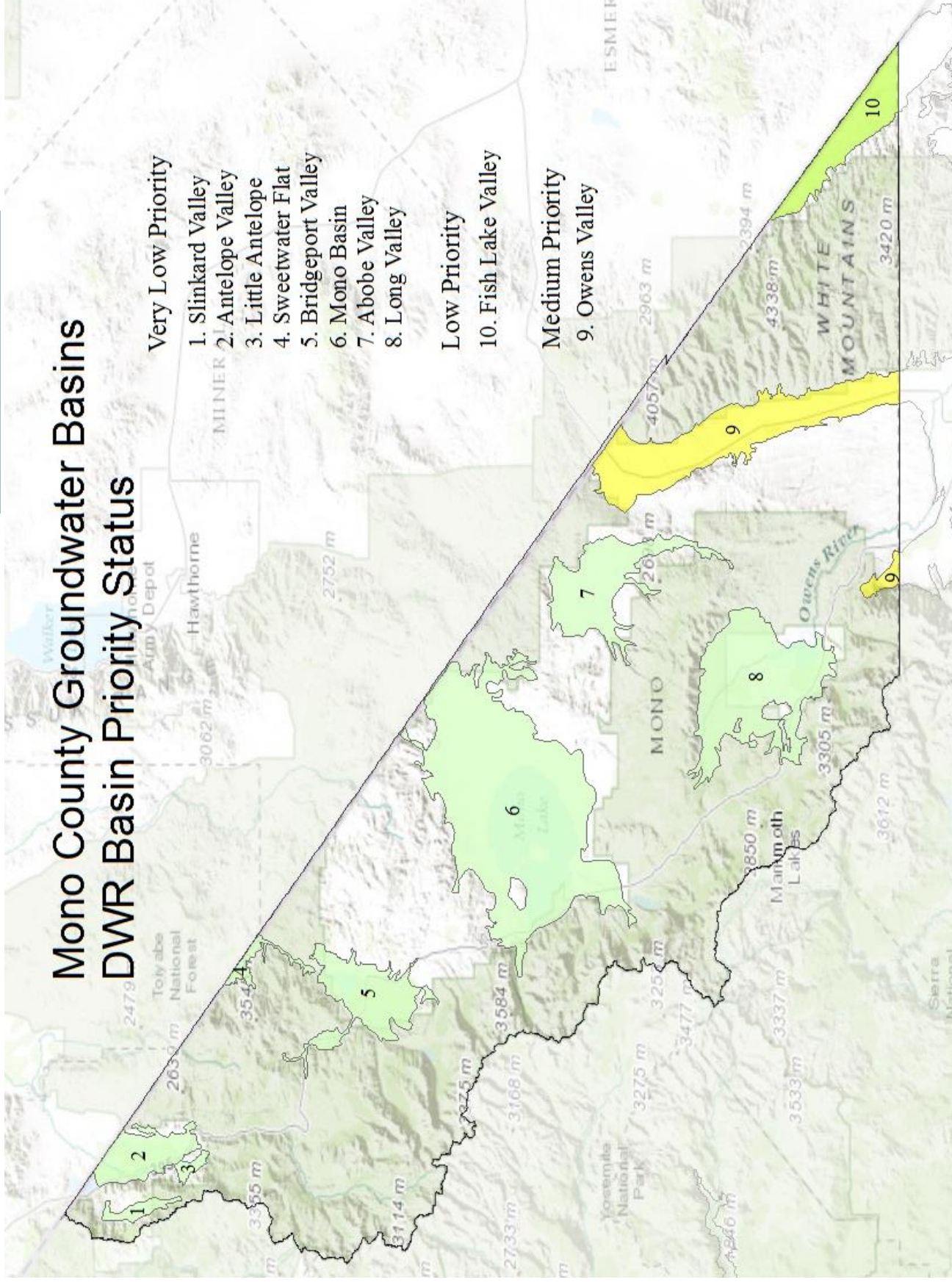
1. Slinkard Valley
2. Antelope Valley
3. Little Antelope
4. Sweetwater Flat
5. Bridgeport Valley
6. Mono Basin
7. Above Valley
8. Long Valley

## Low Priority

10. Fish Lake Valley

## Medium Priority

9. Owens Valley



# Key Concept:

## Establishment of Groundwater Sustainability Agencies

- A local public agency that has water supply, management, or land use responsibilities within a groundwater basin is authorized to serve as the **groundwater sustainability agency** for the basin.
- A combination of local public agencies meeting the above criteria may form a **groundwater sustainability agency** by JPA or MOU.
- If no local public agency (or agencies) elects to act as the **groundwater sustainability agency** for a basin or portion of a basin, then the County is presumed to be the **groundwater sustainability agency** for that area and must send notice to the Department of Water Resources (DWR) that it will serve -- or opt out.

# Key Concept:

## Groundwater Sustainability Plan

- All basins designated by DWR as “high” or “medium” priority *and* subject to critical overdraft must be managed under **a groundwater sustainability plan** adopted by the groundwater sustainability agency (or an approved alternative) by January 31, 2020.
- All basins designated as “high” or “medium” priority but *not* subject to critical overdraft must be managed under a **groundwater sustainability plan** adopted by the groundwater sustainability agency (or an approved alternative) by January 31, 2022.
- Basins designated as “low” or “very low” priority are encouraged to be managed under a **groundwater sustainability plan**.



# Key Concept:

## Probationary Basin

- The State Water Resources Control Board (SWRCB), after notice and public hearing, may designate a basin as **probationary** if the basin is designated as “medium” or “high priority” and:
  - After June 30, 2017, no local agency has elected to be a groundwater sustainability agency to develop a groundwater sustainability plan for the entire basin; no collection of local agencies has formed a groundwater sustainability agency or prepared agreements to develop one or more groundwater sustainability plans that collectively cover the entire basin; and no local agency has submitted an alternative to the Department of Water Resources that has been approved or is pending approval.

# Key Concept:

## Probationary Basin (cont.)

- The SWRCB, after notice and public hearing, may designate a basin as ***probationary*** if the basin is designated “medium” or “high priority,” and:
  - After January 31, 2022, no local agency has elected to be a groundwater sustainability agency to develop a groundwater sustainability plan for the entire basin; no collection of local agencies has formed a groundwater sustainability agency or prepared agreements to develop one or more groundwater sustainability plans that collectively cover the entire basin; and no local agency has submitted an alternative to the Department of Water Resources that has been approved or is pending approval.

# Key Concept:

## Probationary Basin (cont.)

- The SWRCB, after notice and public hearing, may designate a basin as **probationary** if the basin is designated “medium,” or “high priority,” and:
  - After January 31, 2022, DWR, in consultation with the SWRCB, determines that the groundwater sustainability plan is inadequate, or not being implemented in a manner likely to achieve the sustainability goal; and the SWRCB determines that the basin is in a condition of long-term overdraft; or
  - After January 31, 2025, DWR, in consultation with the SWRCB determines that a groundwater sustainability plan is inadequate or is not being implemented in a manner that will likely achieve the sustainability goal and the SWRCB determines that the basin is in a condition where groundwater extractions result in significant depletions of interconnected surface waters.

# Key Concept:

## Probationary Basin (cont.)

- The SWRCB, after notice and public hearing, may designate a basin as **probationary** if the basin is designated “medium” or “high priority,” is subject to **critical conditions of overdraft**, and:
  - After January 31, 2020, no groundwater sustainability agency, or collection of local agencies, has adopted a groundwater sustainability plan for the entire basin and no alternative has been approved by the Department of Water Resources; or
  - After January 31, 2020, DWR, in consultation with the SWRCB, determines that a groundwater sustainability plan is inadequate or that the sustainability program is not being implemented in a manner that will likely achieve the sustainability goal.

## *Key Concept:*

### Probationary Basin (cont.)

- But, if litigation prevented the formation of a groundwater sustainability agency or prevented a groundwater sustainability program from being implemented in a manner likely to achieve the sustainability goal, then the basin shall not be designated as ***probationary*** for a period of time equal to the delay caused by the litigation.

# *Key Concept:*

## Remediating the Deficiency

- If a basin has been designated as probationary because:
  - There is no groundwater sustainability agency by June 30, 2017, or
  - There is no groundwater sustainability plan by June 31, 2020,
- Then the local agency or groundwater sustainability agency has 180 days to remedy the deficiency.
- SWRCB may allow additional time if substantial progress is being made.

# Key Concept:

## Remediating the Deficiency

- If a basin is designated as probationary because:
  - The SWRCB has determined, after January 31, 2020, that a groundwater sustainability plan is inadequate, or
  - The SWRCB has determined, after January 31, 2020, that a groundwater sustainability program is not being implemented in a manner that will likely achieve the sustainability goal,
- Then the SWRCB must identify the specific deficiencies and provide notice and any recommendations to remedy the deficiencies to the groundwater sustainability agency.
- The groundwater sustainability agency has one year from the designation as probationary to remedy the deficiency.

## ***Key Concept:***

### **Interim Plan**

- The SWRCB may develop an ***interim plan*** for high and medium priority basins designated as probationary due to:
  - The lack of a groundwater sustainability agency after June 30, 2017, or
  - The lack of a groundwater sustainability plan after January 31, 2022,
- If the deficiency has not been remedied after the 180-day correction period (plus any extension).



## ***Key Concept:***

### **Interim Plan (cont.)**

- The SWRCB may develop an ***interim plan*** for high or medium priority basins which are subject to critical conditions of overdraft and designated as probationary due to:
  - The inadequacy of a groundwater sustainability plan, or
  - The inability of the plan to meet sustainability goals.
- First, the SWRCB must identify the specific deficiencies and the potential actions to address them. Technical recommendations may be provided.
- An interim plan may not be developed until one year after the designation as probationary and only if the SWRCB determines that a local agency has not remedied the identified deficiencies.

# *Key Concept:*

## **Interim Plan (cont.)**

- **Interim plans must include:**
  - Identification of actions necessary to correct overdraft or depletions of interconnected surface waters.
  - Time schedule for actions.
  - A description of the monitoring to be undertaken to determine effectiveness of the plan.
  - A groundwater sustainability plan or element thereof.
  - And shall be consistent with water right priorities, subject to Section 2 of Article X of the Cal. Const.
- **Interim plans may include:**
  - Restrictions on groundwater extraction.
  - A physical solution.
  - Principles and guidelines for the administration of rights to surface waters that are connected to the basin.

## *Key Concept:*

### Interim Plan (cont.)

- The SWRCB may not develop an interim plan where the basis for the probationary designation was a finding that groundwater extractions are resulting in significant depletions of interconnected surface waters before January 1, 2025.

## **Key Concept:**

### **Rescission of Interim Plan**

- A groundwater sustainability agency that has adopted a groundwater sustainability plan for a probationary basin or a portion thereof, or a person authorized by judicial action or decree entered in an adjudication in the probationary basin, may petition the SWRCB for rescission of all or a portion of an ***interim plan***.
- Within 90 days of the petition, the SWRCB may rescind or amend the interim plan if it determines, in consultation with DWR, that the plan or adjudication action is adequate in whole or in part.
- The SWRCB may also rescind or amend an interim plan on its own initiative without a petition.

## ***Key Concept:***

### **De Minimus Extractor**

- A person who extracts, for domestic purposes, two acre-feet or less per year.
  - “Person” means any person, firm, association, organization, partnership, business, trust, corporation, limited liability company, or public agency. “Person” includes, to the extent authorized by federal or tribal law and subject to other limitations, the U.S. or department, agency, or instrumentality thereof, an Indian Tribe, an authorized Indian tribal organization, or an interstate body.

# Key Concept:

## Groundwater Extraction Reporting

- If a basin is designated as **probationary**, or for any extraction (other than a de minimus extraction) occurring after July 1, 2017, in a basin without a **groundwater sustainability agency**:
  - The person extracting the groundwater (other than a de minimus extractor) must file a report of groundwater extraction with the SWRCB.
  - Report must be filed by December 15 of each year for extractions made in the preceding year.
  - Filing must be accompanied by applicable fee.
  - Report must include name of person extracting and person filing report, name of basin, location of extraction facilities, capacity of extraction facility, monthly records of extractions, purpose of use, and year extraction commenced (as near as is known).
  - Report is protected from disclosure under the Public Records Act, with limited exceptions.

# ***Key Concept:***

## **Groundwater Extraction Reporting**

### **(cont.)**

- If a person fails to file a report, the SWRCB may, after giving that person notice and 60 days to file the report, investigate and itself determine the information required to be reported.
- The cost of the investigation is paid by the extractor.
- SWRCB may exclude classes or categories of extraction from reporting requirements if extractions are subject to a local plan or program that adequately manages groundwater or if likely to have a minimal impact on basin withdrawals.

# *Key concept:*

## Fees

- **SWRCB**
  - Must adopt a fee schedule to cover its costs of investigation, facilitation, monitoring, hearings, enforcement, and administrative costs.
- **Groundwater sustainability agencies**
  - May impose fees (e.g., permit fees and fees on extraction or other regulated activity) to fund its costs.
  - No fee for de minimus extractors.
  - Must comply with notice, public hearing, majority protest, as well as substantive, requirements of Proposition 218.



# *Key concept:*

## Penalties

- For unauthorized extraction:
  - Civil penalty of up to \$500 per acre-foot extracted in excess of authorized extraction.
- For violation of any rule, regulation, ordinance, or resolution adopted by a groundwater sustainability agency:
  - Civil penalty of up to \$1,000 plus \$100 per day for each additional day the violation continues if person fails to comply within 30 days of notice of the violation.

## ***Key concept:***

### **State Evaluation and Assessment**

- DWR must periodically (at least every five years) review groundwater sustainability plans to determine compliance with the Act and whether likely to achieve sustainability goal.
- Also must evaluate whether one plan adversely affects ability of adjacent basin to implement its plan or achieve its goals.
- Must review all new plans or alternatives within two years and provide corrective actions to address identified deficiencies.
- Must issue an assessment which may contain recommendations for addressing any identified deficiencies.

## *Key Concept:*

### Coordination with Land Use Programs

- Whenever a city or county adopts or substantially amends its general plan it must consider: 1) groundwater sustainability plan(s); 2) groundwater management plan(s); and 3) groundwater basin adjudications.
- Whenever a city or county adopts or substantially amends its general plan, it must refer the proposed action to, among others, any groundwater sustainability agency that has adopted a groundwater sustainability plan for the area.

# Key Concept: Coordination with Land Use Programs (cont.)

- A public water system with 3,000 or more service connections, upon receipt of notice of adoption or substantial amendment to a city's or county's general plan, must provide the planning agency with:
  - Its urban water management plan.
  - It's capital improvement program.
  - A description of the source or sources of the total water supply currently available to the supplier, taking into account historical data concerning wet, normal, and dry years.
  - A description of the quantity of surface water purveyed by the supplier in each of the previous 5 years.
  - A description of the quantity of groundwater purveyed by the supplier in each of the previous 5 years.
  - A description of all proposed additional sources with estimated dates when available.
  - A description of total number of customers served, identified by water use category.
  - Quantification of expected reduction in demand from implementation of measures identified in urban water management plan.
  - Any additional relevant information.



# Questions and Discussion