



# 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.

Teleconference Only - No Physical Location

### Regular Meeting May 19, 2020

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#### TELECONFERENCE INFORMATION

As authorized by Governor Newsom's Executive Order, N-29-20, dated March 17, 2020, the meeting will be held via teleconferencing with members of the Board attending from separate remote locations. This altered format is in observance of recommendations by local officials that precautions be taken, including social distancing, to address the threat of COVID-19.

#### **Important Notice to the Public Regarding COVID-19**

Based on guidance from the California Department of Public Health and the California Governor's Officer, in order to minimize the spread of the COVID-19 virus, please note the following:

1. There is no physical location of the meeting open to the public. You are strongly encouraged to observe the live stream of the Board of Supervisors meetings at [http://monocounty.granicus.com/MediaPlayer.php?publish\\_id=759e238f-a489-40a3-ac0e-a4e4ae90735d](http://monocounty.granicus.com/MediaPlayer.php?publish_id=759e238f-a489-40a3-ac0e-a4e4ae90735d)
2. If you wish to make a comment on a specific agenda item before the meeting, please submit your comment via email by 5:00 p.m. on the day prior to the Board meeting. Please submit your comment to the Deputy Clerk of the Board Scheereen Dedman at [sdedman@mono.ca.gov](mailto:sdedman@mono.ca.gov). Every effort will be made to read your comment into the record, but comments longer than 250 words may not be read due to time limitations. All comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.
3. If you are watching the live stream of the Board meeting and wish to make either a general public comment or to comment on a specific agenda item as it is being heard, please submit your comment, limited to 250 words or less, to the Deputy Clerk of the Board Scheereen Dedman at [sdedman@mono.ca.gov](mailto:sdedman@mono.ca.gov). Every effort will be made to read your comment, but comments longer than 250 words may not be read due to time limitations. All comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

Board Members will participate from a teleconference location.

**NOTE:** In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact Shannon Kendall, Clerk of the Board, at (760) 932-5533. 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).

**ON THE WEB:** You can view the upcoming agenda at <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

**UNLESS OTHERWISE SPECIFIED BY TIME, ITEMS SCHEDULED FOR EITHER THE MORNING OR**

**AFTERNOON SESSIONS WILL BE HEARD ACCORDING TO AVAILABLE TIME AND PRESENCE OF INTERESTED PERSONS. PUBLIC MAY COMMENT ON AGENDA ITEMS AT THE TIME THE ITEM IS HEARD.**

9:00 AM Call meeting to Order

Pledge of Allegiance

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

on items of public interest that are within the subject matter jurisdiction of the Board. (The clerk will read comments received via email at this time.)

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICE**

CAO Report regarding Board Assignments

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

**4. DEPARTMENT/COMMISSION REPORTS**

**5. 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. Approval of Amended and Restated Great Basin Unified Air Pollution Control District Unification Agreement**

Departments: Board of Supervisors

The Great Basin Unified Air Pollution Control District approved updates to its Unification Agreement (the agreement which originally established the District in 1974) and requests that each of the member agencies' governing boards approve the Amended Agreement.

**Recommended Action:** Approve and authorize the Board Chair to sign Amended and Restated Great Basin Unified Air Pollution Control District Unification Agreement.

**Fiscal Impact:** None.

**B. Consolidation of Elections - Municipal**

Departments: Elections

The Mammoth Lakes Town Council has requested that the General Municipal Election be consolidated with the Statewide General Election, and that the Mono County Elections Division conduct the election and canvass the returns.

**Recommended Action:** Consider and potentially adopt Resolution R20-\_\_\_\_,

Consolidating the General Municipal Election with the Statewide General Election on November 3, 2020, and directing the Mono County Elections Division to conduct the election and canvass the returns.

**Fiscal Impact:** Minor costs associated with adding an extra item(s) to the already scheduled ballot. These costs will not be known until after the election. In accordance with Elections Code Section 10002, the Town of Mammoth Lakes shall reimburse the County for these additional costs.

**C. Contract with California Department of Social Services for Child Welfare Case Reviews**

Departments: Social Services

(Michelle Raust) - Proposed contract with the California Department of Social Services (CDSS) to conduct Child Welfare Case Reviews and Quality Assurance for Mono County.

**Recommended Action:** Approve County to enter into proposed Agreement with the California Department of Social Services for the provision of statutory continuous, quarterly child welfare case reviews and quality assurance services and authorize the Board Chair to sign on behalf of the County.

**Fiscal Impact:** The Agreement amount is up to \$39,129 per year, not to exceed \$195,645 for the 5-year term of the agreement, July 1, 2019 through June 30, 2024. The Agreement is paid for through a funding allocation by the state for this purpose, in addition to 2011 realignment funds.

**D. Resolution in Support of AB 2340 re: changes to personnel classification**

Departments: Sheriff

Proposed resolution R20-\_\_\_ in Support of AB 2340. The Mono County Sheriff's Office is working with Assembly Member Frank Bigelow on Assembly Bill 2340, which will add the Counties of Del Norte, Mono, and San Mateo to the list of 32 counties noted in 830.1(c) of the Penal Code. Penal Code 830.1(c) authorizes peace officer status to correctional officers of specified counties while on-duty and engaged in the performance of their duties, or when performing other law enforcement duties directed by his or her employing agency during a local state of emergency.

**Recommended Action:** Approve Board of Supervisors Resolution R20-\_\_\_, in support of AB 2340, further acknowledging that Mono County is requesting legislative authority to implement the changes to personnel classification.

**Fiscal Impact:** None.

**E. Substance Abuse Block Grant Contract Amendment**

Departments: Behavioral Health

Proposed amendment to the Substance Abuse Block Grant (SABG) contract,

which is a federal award within the meaning of Title 45, Code of Federal Regulations, Part 75. The contract is a sub-award of the federal award to the California Department of Health Care Services (DHCS).

**Recommended Action:** Approve proposed contract amendment and authorize Robin Roberts to sign the amendment on behalf of the County.

**Fiscal Impact:** This contract amendment increases Mono County's SABG funding by \$1,516 for a total of \$1,264,319 over the term of the contract (July 1, 2017 to June 30, 2020).

**6. CORRESPONDENCE RECEIVED**

Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

**A. US Fish and Wildlife Letter - Partners Finalize Plans to Protect Pacific Fisher**

A letter from the United States Fish and Wildlife Service announcing it will list the Southern Sierra Nevada distinct population segment (DPS) of fisher as endangered under the Endangered Species Act.

**B. CPUC Request for Stakeholder Input on the Wildfire Safety Division's Proposed Strategic Roadmap**

A request from the California Public Utilities Commission (CPUC) for stakeholder input on the Wildfire Safety Division (WSD)'s Proposed Strategic Roadmap. The WSD will transition to the California Natural Resources Agency in 2021. Comments are due by close of business on June 30, 2020.

**C. State Water Resources Control Board Order to LADWP Approving Petitions for Temporary Urgency Change of Licenses**

State Water Board order approving the Los Angeles Department of Water and Power's (LADWP) petitions for temporary urgency change (TUCP) of licenses 10191 and 10192 (applications 8042 and 8043). LADWP requested authorization to temporarily deviate from Stream Restoration Flow requirements as outlined in the State Water Board's Decision 1631(D-1631) and Order 98-05 for Rush, Lee Vining, Parker, and Walker Creeks and instead follow the Stream Ecosystem Flows (SEFs) in the Draft Amended Licenses 10191 and 10192. The purpose of the renewal of the temporary changes to the flow requirements is to collect another 180 days of flow data, and, in conjunction with the April 16, 2019 and October 22, 2019 TUCPs, test and evaluate the effects on resources from the implementation of the Rush and Lee Vining Creeks SEFs.

**D. Application for Alcoholic Beverage License - Flo's Diner**

An application to the State of California Department of Alcoholic Beverage Control for Alcoholic Beverage License by Florene K. Trainor doing business as Flo's Diner located at 49 Brown Subdivision Rd., Chalfant Valley, CA., 93514.

**7. REGULAR AGENDA - MORNING**

**A. COVID-19 (Coronavirus) Update**

Departments: CAO

(Bob Lawton, Acting CAO) - An opportunity for Mono County Departments and stakeholders to share Coronavirus-related issues with the Board, to include, but not limited to, an update from Unified Command and the branches of crisis response such as the Public Health Department, Operations /Emergency Services, Community Support, Communications / Public Information, Economic Recovery, and Recreation.

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

**Fiscal Impact:** None.

**B. Civic Center Update**

Departments: Public Works

20 minutes

(Tony Dublino, Director of Public Works; Nate Greenberg, IT Director) - Weekly update on the County's Civic Center project at 1290 Tavern Road, and efforts to transition County staff from other Mammoth Lakes office locations into the Civic Center as of June 1, 2020.

**Recommended Action:** None; Informational only.

**Fiscal Impact:** None.

**C. Adopt-A-Trail Update**

Departments: Public Works

15 minutes

(Matt Paruolo, Eastern Sierra Sustainable Recreation Coordinator) - A presentation of the Adopt-a-Trail Program to be implemented by Eastern Sierra Sustainable Recreation Coordinator, on Inyo National Forest lands within Mono County.

**Recommended Action:** None. Informational only. Board may provide direction to staff as desired.

**Fiscal Impact:** None.

**D. MOU Between Mono County and Inyo National Forest and Recreation**

## **Update**

Departments: Public Works

15 minutes

(Tony Dublino, Director of Public Works; Matthew Paruolo, Eastern Sierra Sustainable Recreation Coordinator) - Review and potentially adopt a Memorandum of Understanding (MOU) between Mono County and the United States Forest Service (USFS). The Agreement is intended to enhance cooperation and coordination on efforts of mutual benefit to the Forest and the County. Provide update on spring/summer 2020 recreation support efforts, including placement of temporary toilets and hand washing stations.

**Recommended Action:** Approve the County's entrance into the MOU.

**Fiscal Impact:** None. The MOU establishes avenues for cooperation and does not include any financial component or commitment.

## **E. 2020 Maintained Mileage**

Departments: Public Works - Roads

10 Minutes

(Kevin Julian) - Section 2121 of the California Streets and Highways Code provides that in May of each year each County shall submit to the Department of Transportation (Caltrans) any additions or exclusions from its mileage of maintained County roads.

**Recommended Action:** Adopt proposed resolution specifying additions and/or exclusions to the maintained mileage within the County road system and establishing maintained mileage for fiscal year 2020-2021. Provide any desired direction to staff.

**Fiscal Impact:** The proposed action will result in a reduction to the County Maintained Road Mileage of approximately 1.33 miles or .20%. As such, associated Road Funding is not expected to have a discernible impact on the budget or operations in the future.

## **F. Emergency Management Preparedness Grant Appointment**

Departments: CAO

15 minutes

(Nate Greenberg) - Proposed resolution authorizing the County Administrative Officer or the Director of Information Technology as designated by the County Administrative Officer, with approval as to form by County Counsel where written approval is required, to execute any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security, Federal Emergency Management Agency (FEMA), through the Emergency Management Preparedness Grant.

**Recommended Action:** Consider and potentially adopt proposed resolution R20-\_\_\_, Authorizing the County Administrative Officer or the Director of Information Technology as designated by the County Administrative Officer, to execute any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security, Federal Emergency Management Agency (FEMA), through the Emergency Management Preparedness Grant.

**Fiscal Impact:** This grant was included in the adopted budget at \$255,580. The award for EMPG is in the amount of \$127,790, with a 100% match programmed to be met through staffing efforts.

**G. Tourism Marketing Reserve Fund Policy**

Departments: Economic Development

15 minutes

(Alicia Vennos) - Proposed resolution establishing the Tourism Marketing Reserve Fund Policy.

**Recommended Action:** Adopt proposed resolution R20-\_\_\_, Establishing the Tourism Marketing Reserve Fund Policy. Provide any desired direction to staff.

**Fiscal Impact:** None at this time. However, due to the COVID-19 pandemic crisis and projected Transient Occupancy Tax shortfall, withdrawals from the Tourism Marketing Reserve Fund will be proposed pending adoption of the reserve fund policy resolution.

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

on items of public interest that are within the subject matter jurisdiction of the Board. (The clerk will read comments received via email at this time.)

**9. CLOSED SESSION**

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

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

**B. Closed Session - Human Resources**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Dave Butters, Janet Dutcher, and Anne Frievalt. 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).

Unrepresented employees: All.

**C. Closed Session - Public Employment**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: Acting County Administrative Officer.

**THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M.**

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

on items of public interest that are within the subject matter jurisdiction of the Board. (The clerk will read comments received via email at this time.)

**11. REGULAR AGENDA - AFTERNOON**

**A. Scheduling of the Tioga Inn Specific Plan Amendment #3 Project During COVID-19 Restrictions**

Departments: CDD

15 minutes

(Wendy Sugimura) - Discuss scheduling a specific date for a public hearing before the Board of Supervisors to consider the Tioga Inn Specific Plan Amendment #3 and Final Subsequent Environmental Impact Report, and whether to provide for direct public comment to the Board.

**Recommended Action:** Provide direction to staff on the meeting format and scheduling of a public hearing date before the Board of Supervisors for the Tioga Inn Specific Plan Amendment #3 Project.

**Fiscal Impact:** None. The applicant paid a fee intended to cover staff time on the project.

**12. BOARD MEMBER REPORTS**

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

**ADJOURN**





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 19, 2020

**Departments: Board of Supervisors**

**TIME REQUIRED**

**SUBJECT** Approval of Amended and Restated  
Great Basin Unified Air Pollution  
Control District Unification Agreement

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

The Great Basin Unified Air Pollution Control District approved updates to its Unification Agreement (the agreement which originally established the District in 1974) and requests that each of the member agencies' governing boards approve the Amended Agreement.

### RECOMMENDED ACTION:

Approve and authorize the Board Chair to sign Amended and Restated Great Basin Unified Air Pollution Control District Unification Agreement.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** x5538 / sdedman@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<a href="#">GBUAPCD Approval of Draft Update</a>
<a href="#">GBUAPCD Draft Update Unification Agreement (Clean Copy)</a>
<a href="#">GBUAPCD Existing Bylaws</a>
<a href="#">GBUAPCD Rule 1102</a>
<a href="#">GBUAPCD Draft Update Unification Agreement ("Redline" Copy)</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/15/2020 7:43 AM	County Administrative Office	Yes
5/12/2020 2:25 PM	County Counsel	Yes
5/14/2020 11:52 AM	Finance	Yes



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 Fax: 760-872-6109

### BOARD REPORT

**Mtg. Date:** March 5, 2020

**To:** District Governing Board

**From:** Susan Cash, Administrative Projects Manager

**Subject:** Approval of Draft Update to District Unification Agreement

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#### **Summary:**

Staff advised your Board at the July 18, 2019 meeting that the District's Unification Agreement needed to be updated. Specifically, staff requested direction regarding: addition of alternate positions for Inyo County, Mono County, and the Town of Mammoth Lakes; rescission of Rule 1102 and incorporation into an updated Unification Agreement; and clarification of the requirement for an affirmative vote.

Staff returned to your Board at the November 17, 2019 meeting with the changes as directed, and the Board directed staff to take the updated bylaws to the member agencies' governing boards for approval. As staff moved through that process, other items of concern were noted by member agencies' counsels, and additional changes were recommended. All three county counsels have seen the new recommended "Amended and Restated...Unification Agreement" and have had the opportunity for input. As the changes overall are extensive (but not necessarily substantive), we have brought this draft back to your Board for any final comments or changes before submission to the County Boards for approval.

In addition to the original direction given by the Governing Board to staff for the update, counsels have recommended cleaning up and updating of the legal language in the agreement. Counsels also determined that the Town of Mammoth Lakes should not be added as a signatory, as the Counties are the entities that form air districts and thus can consolidate them, not municipalities.

If the board approves these amendments, the draft agreement will be sent to the three member county Boards of Supervisors for their agreement. When and if those boards agree, the final agreement will return to your Board for action.

#### **Fiscal Impact:**

There is no fiscal impact associated with this discussion or direction, other than already-budgeted staff time to implement the direction.

**Board Action:**

Approve draft changes to the Unification Agreement and direct staff to proceed with the next steps.

**Attachments:**

1. 1982 Unification Agreement
2. 1994 Rule 1102
3. Redline copy of draft updated unification agreement
4. Clean copy of draft updated unification agreement

AMENDED AND RESTATED GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
UNIFICATION AGREEMENT

THIS AGREEMENT made and entered into by and between the Board of Supervisors of the County of Inyo, the Board of Supervisors of the County of Mono, the Board of Supervisors of the County of Alpine, and ex-officio the Air Pollution Control Board of the Inyo County Air Pollution Control District, the Air Pollution Control Board of the Mono County Air Pollution Control District, and the Air Pollution Control Board of the Alpine County Air Pollution Control District.

WITNESSETH:

WHEREAS, the County of Inyo, the County of Mono and the County of Alpine (“Counties”) have heretofore each activated an air pollution control district pursuant to the provisions of Part 3 of Division 26 of the Health and Safety Code (the “Applicable Law”); and

WHEREAS, effective March 1, 1974, the Counties entered into an agreement pursuant to the Applicable Law to create a unified air pollution control district, designated the Great Basin Unified Air Pollution Control District; and

WHEREAS, the Counties now wish to amend the 1974 agreement to update its provisions consistent with the Applicable Law; and

WHEREAS, the Counties have met and so agreed;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. That the Inyo County Air Pollution Control District, the Mono County Air Pollution Control District, and the Alpine County Air Pollution Control District shall continue to serve as one unified district pursuant to the provisions of Health and Safety Code Section 40150.
2. That said district shall continue to be known and designated as the Great Basin Unified Air Pollution Control District (“District”).
3. That the population of the Counties and cities within said district as of 2017 is as follows:

	Population	% of Total Pop.
Inyo County (total)	18,026	54%
Inyo County (unincorporated only)	14,072	42%
City of Bishop	3,954	12%
Mono County (total)	14,186	43%
Mono County (unincorporated only)	6,184	19%
Town of Mammoth Lakes	8,002	24%
Alpine County (total)	1,120	3%
<b>TOTAL</b>	<b>33,332</b>	

4. That the District is governed by a 7-member Air Pollution Control Board, comprised as follows:
  - (a) Two members of the Board of Supervisors of Inyo County selected by said Board of Supervisors.
  - (b) Two members of the Board of Supervisors of Mono County selected by said Board of Supervisors.
  - (c) Two Members of the Board of Supervisors of Alpine County selected by said Board of Supervisors.
  - (d) One Member of the Town Council of the Town of Mammoth Lakes selected by said Town Council.
5. Each member agency shall also select a member of their respective boards to serve as an alternate member who may serve in the event their designated member is absent or unable to attend. That the voting procedure of the Air Pollution Control Board shall be as follows:
  - (a) Each member shall have one vote.
  - (b) Quorum: A quorum of said Air Pollution Control Board shall consist of four members, provided, however, no action affecting only a particular zone designated pursuant to Health and Safety Code 40156 may be taken without a representative of that zone being present and voting on the action.
  - (c) Actions requiring a majority vote of the Governing Board shall require 4 votes. Actions requiring 4/5ths vote of the Governing Board shall require 6 votes.
6. The District shall be funded by the Counties and cities who have representatives on the District Governing Board, by making the following annual payments to the District:
  - a. Inyo County: \$0.55 per capita of population within county boundaries;
  - b. Alpine County: \$0.55 per capital of population within county boundaries;
  - c. Mono County: \$0.55 per capita of population within the unincorporated area of the county;
  - d. Town of Mammoth Lakes: \$0.55 per capita of population within the incorporated city.
7. That the Air Pollution Control Board of the District shall appoint a Hearing Board as provided by law, with the additional provision that at least one member of said Board shall be from each county.
8. That a fifteen (15) member Advisory Committee may be appointed by the Air Pollution Control Board from a list provided by the Board of Supervisors of each county, with five (5) members from each county appointed to serve on said Advisory Committee.
9. That the Treasurer for the County of Inyo shall serve as Treasurer for the District.

10. Modification or termination:

(a) Modification. This agreement may be modified on the recommendation of the Air Pollution Control Board and concurred in by the Board of Supervisors of each county within District; provided, however, that any issues related to the counties and/or cities that constitute the District must be handled pursuant to the procedures set forth in section 10(b) below.

(b) Withdrawal of any County. Any county that is a party hereto may withdraw from the District upon thirty (30) days' notice in writing, one to the others; provided, however, such notification shall be made not less than ninety (90) days prior to the end of any fiscal year. Upon the withdrawal of any County from the District, the District shall terminate, and the duties and powers of the District shall revert to its respective member Counties' air pollution control districts.

(c) Termination. This agreement may be terminated at any time upon the recommendation of the Air Pollution Control Board and concurred in by the Board of Supervisors of each county within the District. Upon termination of the District, the duties and powers of the District shall revert to its respective member Counties' air pollution control districts.

11. That upon termination or withdrawal of a member County from the District, any assets or liabilities then or thereafter accruing to it shall revert to its member Counties in proportion as the same are set forth in Section 3 of this agreement.

12. That this agreement shall become effective and operative upon approval of the Great Basin Unified Air Pollution Control District Governing Board.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year set opposite the signature of their respective officers.

ATTEST:

BOARD OF SUPERVISORS OF THE  
COUNTY OF ALPINE

\_\_\_\_\_

By \_\_\_\_\_

Clerk of the Board

Chairperson

Date: \_\_\_\_\_

BOARD OF SUPERVISORS OF THE  
COUNTY OF INYO

\_\_\_\_\_

By \_\_\_\_\_

Clerk of the Board

Chairperson

Date: \_\_\_\_\_

BOARD OF SUPERVISORS OF THE  
COUNTY OF MONO

\_\_\_\_\_

By \_\_\_\_\_

Clerk of the Board

Chairperson

Date: \_\_\_\_\_



AGREEMENT

THIS AGREEMENT made and entered into by and between the Board of Supervisors of the County of Inyo, the Board of Supervisors of the County of Mono, the Board of Supervisors of the County of Alpine and exofficio the Air Pollution Control Board of the Inyo County Air Pollution Control District, the Air Pollution Control Board of the Mono County Air Pollution Control District, and the Air Pollution Control Board of the Alpine County Air Pollution Control District.

WITNESSETH:

WHEREAS, the County of Inyo, the County of Mono and the County of Alpine have heretofore each activated an air pollution control district pursuant to the provisions of Chapter 2 of Division 20 of the Health and Safety Code, and

WHEREAS, said members have met and so agreed;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. That the Inyo County Air Pollution Control District, the Mono County Air Pollution Control District, and the Alpine County Air Pollution Control District be and the same are hereby merged into one district pursuant to the provisions of Article 7, Chapter 2, Division 20 of the Health and Safety Code.
2. That said district shall be known and designated as the Great Basin Unified Air Pollution Control District.
3. That the relative population of the counties within said district at the date hereof is as follows:

Inyo County	64.2 percent
Mono County	31.7 percent
Alpine County	4.1 percent

4. That the composition of the Air Pollution Control Board shall be as follows:
  - (a) Two members of the Board of Supervisors of Inyo County selected by said Board of Supervisors.
  - (b) Two members of the Board of Supervisors of Mono County selected by said Board of Supervisors.
  - (c) Two members of the Board of Supervisors of Alpine County selected by said Board of Supervisors.
  
5. That the voting procedure of the Air Pollution Control Board shall be as follows:
  - (a) Each member shall have one vote.
  - (b) Quorum: A quorum of said Air Pollution Control Board shall consist of four members, provided, however, no action affecting only a particular zone may be taken without a representative of that zone being present and voting on the action.
  - (c) Alternate members: The Board of Supervisors of Alpine County shall designate an alternate member who shall serve in the event the designated member is absent or unable to attend a meeting.
  - (d) All acts of the Air Pollution Control Board shall require the affirmative vote from each of two counties.
  
6. That the Air Pollution Control Board of the unified district hereby created shall appoint a Hearing Board as provided by law, with the additional provision that at least one member of said Board shall be from each county.
  
7. That employees of the said unified district, pending the adoptions by the Air Pollution Control Board of the unified district of personnel policies and procedures, shall be subject to and granted the right conferred, by the Personnel Ordinance of the County of Inyo.

8. That a fifteen (15) member Advisory Committee may be appointed by the Air Pollution Control Board from a list provided by the Board of Supervisors of each county, with five (5) members from each county appointed to serve on said Advisory Committee.
9. That the Treasurer for the County of Inyo shall serve as Treasurer for the unified district hereby created.
10. That any employee of the three counties who transfers to the service of the unified district shall retain all sick leave, vacation, retirement and other benefits accrued by reason of his county employment.
11. Modification or termination:
  - (a) Modification. This agreement, except as to the counties constituting the unified district hereby created, may be modified on the recommendation of the Air Pollution Control Board and concurred in by the Board of Supervisors of each county within the unified district hereby created.
  - (b) Withdrawal of any county. Any county, a party hereto, may withdraw from the unified district hereby created upon thirty (30) days notice in writing, one to the others; provided, however, such notification shall be made not less than ninety (90) days prior to the end of any fiscal year. Upon the withdrawal of any county from the Unified District said Unified District shall terminate, and the duties and powers of said Unified District shall revert to its respective member county districts.
  - (c) Termination. This agreement may be terminated at any time upon the recommendation of the Air Pollution Control Board and concurred in by the Board of Supervisors of each county within the unified district herein created. Upon termination of the Unified District, the duties and powers of said Unified District shall revert to its respective member county districts.
12. That the funds, property and liabilities of the Inyo, Mono and Alpine County Air Pollution Control Districts shall, upon the merging of said three districts, become the funds, property and liabilities of the unified air pollution control district hereby created. Upon termination or withdrawal of the Unified District, any assets or liabilities then or thereafter accruing to it shall revert to its member counties in proportion as the same are set forth in Section 3 of this agreement.

13. That this Agreement shall become effective and operative, insofar as the merger of said Inyo County Air Pollution Control District, said Mono County Air Pollution Control District and said Alpine County Air Pollution Control District is concerned, on March 1, 1974.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year set opposite the signature of their respective officers.

ATTEST:

BOARD OF SUPERVISORS OF THE  
COUNTY OF ALPINE

Joan Y. Chacón  
Clerk of the Board

By Walter N. Wilder  
Chairman

Date: August 3, 1982

BOARD OF SUPERVISORS OF THE  
COUNTY OF INYO

Kelli Herman  
Clerk of the Board

By Wilma B. Muth  
Chairman

Date: 4/29/82

BOARD OF SUPERVISORS OF THE  
COUNTY OF MONG

Marivic E. Peque  
Clerk of the Board

By Ed Mauer  
Chairman

Date: July 19, 1982

REGULATION XI - ADMINISTRATIVE POLICIES AND PROCEDURES

RULE 1102. Governing Board Membership, Funding and Voting Procedures

A. Governing Board Membership

The District Governing Board shall be made up of seven members. The Inyo County Board of Supervisors shall, from time to time as necessary, select two of its members to serve as members of the District Governing Board. The Mono County Board of Supervisors shall, from time to time as necessary, select two of its members to serve on the District Governing Board. The Alpine Board of Supervisors shall, from time to time as necessary, select two of its members to serve on the District Governing Board. The Mammoth City Council shall, from time to time as necessary, select one of its members to serve on the District Governing Board.

B. Funding

The District shall be funded by the counties and cities who have representatives on the District Governing Board, by making the following annual payments to the District:

1. Inyo County: \$0.55 per capita of population within the County boundaries;
2. Alpine County: \$0.55 per capita of population within the County boundaries;
3. Mono County: \$0.55 per capita of population within the unincorporated area of the county;
4. City of Mammoth: \$0.55 per capita of population within the incorporated city.

C. Voting Procedures

A quorum of the District Governing Board shall be four; actions requiring 4/5ths vote of the Governing Board shall require 6 (six) votes.

D. Modification of Agreement

Upon ratification by the Inyo County, Mono County and Alpine

County Boards of Supervisors and the Mammoth City Council, this Rule shall constitute a modification to the Agreement between Inyo, Mono and Alpine Counties forming the Great Basin Unified Air Pollution Control District.

E. Effective Date

This Rule shall become effective on June 30, 1994.

Ellen Hardebeck  
Control Officer



## GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short St. Suite #6 - Bishop, CA 93514  
(619) 872-8211

June 29, 1994

I HEREBY CERTIFY that at a meeting of the Great Basin Unified Air Pollution Control District in the Alpine County Board of Supervisors Chambers in the town of Markleeville, California on June 29, 1994, an order was duly made and entered as follows:

### ADOPTION OF RULE 1102

(GOVERNING BOARD MEMBERSHIP, FUNDING AND VOTING PROCEDURES)

A motion was made by Supervisor Lawrence, seconded by Supervisor Jarvis adopting Rule 1102. Governing Board Membership, Funding and Voting Procedures. Motion carried unanimously and so ordered.

WITNESS: B/O #062994-12

ATTEST:

  
\_\_\_\_\_  
Donna Leavitt, Clerk of the Board

AMENDED AND RESTATED GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT  
UNIFICATION AGREEMENT

THIS AGREEMENT made and entered into by and between the Board of Supervisors of the County of Inyo, the Board of Supervisors of the County of Mono, the Board of Supervisors of the County of Alpine, and ex\_officio the Air Pollution Control Board of the Inyo County Air Pollution Control District, the Air Pollution Control Board of the Mono County Air Pollution Control District, and the Air Pollution Control Board of the Alpine County Air Pollution Control District.

WITNESSETH:

WHEREAS, the County of Inyo, the County of Mono and the County of Alpine ("Counties") have heretofore each activated an air pollution control district pursuant to the provisions of ~~Chapter 2 of Division 20~~Part 3 of Division 26 of the Health and Safety Code (the "Applicable Law"); and

WHEREAS, effective March 1, 1974, the Counties entered into an agreement pursuant to the Applicable Law to create a unified air pollution control district, designated the Great Basin Unified Air Pollution Control District; and

WHEREAS, the Counties now wish to amend the 1974 agreement to update its provisions consistent with the Applicable Law; and

WHEREAS, ~~said member~~the Counties have met and so agreed;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. That the Inyo County Air Pollution Control District, the Mono County Air Pollution Control District, and the Alpine County Air Pollution Control District shall continue to serve as one unified district pursuant to the provisions of Health and Safety Code Section 40150. be and the same are hereby merged into one district pursuant to the provisions of Article 7, Chapter 2, Division 20 of the Health and Safety Code.
2. That said district shall continue to be known and designated as the Great Basin Unified Air Pollution Control District ("District").
3. That the ~~relative~~ population of the Cecounties and cities within said district as of 2017 at the date hereof is as follows:

Inyo County \_\_\_\_\_ 64.2 percent  
 \_\_\_\_\_ Mono County 31.7 percent  
 \_\_\_\_\_ Alpine County \_\_\_\_\_ 4.1 percent

	<u>Population</u>	<u>% of Total Pop.</u>
<u>Inyo County (total)</u>	<u>18,026</u>	<u>54%</u>
<u>  Inyo County (unincorporated only)</u>	<u>14,072</u>	<u>42%</u>
<u>  City of Bishop</u>	<u>3,954</u>	<u>12%</u>
<u>Mono County (total)</u>	<u>14,186</u>	<u>43%</u>
<u>  Mono County (unincorporated only)</u>	<u>6,184</u>	<u>19%</u>



<u>Town of Mammoth Lakes</u>	<u>8,002</u>	<u>24%</u>
<u>Alpine County (total)</u>	<u>1,120</u>	<u>3%</u>
<b>TOTAL</b>	<b>33,332</b>	

4. That the District is governed by a 7-member composition of the Air Pollution Control Board, ~~shall be comprised~~ as follows:

(a) Two members of the Board of Supervisors of Inyo County selected by said Board of Supervisors.

(b) Two members of the Board of Supervisors of Mono County selected by said Board of Supervisors.

(c) Two Members of the Board of Supervisors of Alpine County selected by said Board of Supervisors.

(d) One Member of the Town Council of the Town of Mammoth Lakes selected by said Town Council.

5. Each member agency shall also select a member of their respective boards to serve as an alternate member who may serve in the event their designated member is absent or unable to attend. That the voting procedure of the Air Pollution Control Board shall be as follows:

(a) Each member shall have one vote.

(b) Quorum: A quorum of said Air Pollution Control Board shall consist of four members, provided, however, no action affecting only a particular zone designated pursuant to Health and Safety Code 40156 may be taken without a representative of that zone being present and voting on the action.

~~[(c) Alternate members: The Board of Supervisors of Alpine County shall designate an alternate member who shall serve in the event the designate member is absent or unable to attend a meeting.~~

~~[(d) Actions requiring a majority vote of the Governing Board shall require 4 votes. All acts of the Air Pollution Control Board shall require the affirmative vote from each of two counties. Actions requiring 4/5ths vote of the Governing Board shall require 6 votes.~~

6. The District shall be funded by the Counties and cities who have representatives on the District Governing Board, by making the following annual payments to the District:

a. Inyo County: \$0.55 per capita of population within county boundaries;

b. Alpine County: \$0.55 per capital of population within county boundaries;

c. Mono County: \$0.55 per capita of population within the unincorporated area of the county;

d. Town of Mammoth Lakes: \$0.55 per capita of population within the incorporated city.

~~6.7.~~ That the Air Pollution Control Board of the ~~unified~~ District ~~hereby created~~ shall appoint a Hearing Board as provided by law, with the additional provision that at least one member of said Board shall be from each county.

~~7. That employees of the said unified district, pending the adoption by the Air Pollution Control Board of the unified district of personnel policies and procedures, shall be subject to and granted the rights conferred, by the Personnel Ordinance of the County of Inyo.~~

8. That a fifteen (15) member Advisory Committee may be appointed by the Air Pollution Control Board from a list provided by the Board of Supervisors of each county, with five (5) members from each county appointed to serve on said Advisory Committee.

9. That the Treasurer for the County of Inyo shall serve as Treasurer for the ~~unified d~~District ~~hereby created~~.

9. \_\_\_\_\_

~~10. That any employee of the three counties who transfers to the service of the unified district shall retain all sick leave, vacation, retirement, and other benefits accrued by reason of his county employment.~~

~~11-10.~~ \_\_\_\_\_ Modification or termination:

(a) Modification. This agreement, ~~except as to the counties constituting the unified district hereby created,~~ may be modified on the recommendation of the Air Pollution Control Board and concurred in by the Board of Supervisors of each county within ~~the unified dDistrict; provided, however, that any issues related to the counties and/or cities that constitute the District must be handled pursuant to the procedures set forth in section 10(b) below. hereby created.~~

(b) Withdrawal of any County. Any county ~~that is a party, a party~~ hereto, may withdraw from the ~~unified dDistrict hereby created~~ upon thirty (30) days' notice in writing, one to the others; provided, however, such notification shall be made not less than ninety (90) days prior to the end of any fiscal year. Upon the withdrawal of any County from the ~~Unified-District, the said Unified~~ District shall terminate, and the duties and powers of ~~thesaid Unified~~ District shall revert to its respective member Counties' air pollution control~~county~~ districts.

(c) Termination. This agreement may be terminated at any time upon the recommendation of the Air Pollution Control Board and concurred in by the Board of Supervisors of each county within the ~~unified dDistrict herein created.~~ Upon termination of the ~~Unified~~ District, the duties and powers of ~~thesaid Unified~~ District shall revert to its respective member ~~county~~ Counties' air pollution control districts.

~~12-11.~~ \_\_\_\_\_ That the funds, property, and liabilities of the Inyo, Mono and Alpine County Air Pollution Control Districts shall, upon the merging of said three districts, become the funds, property and liabilities of the unified air pollution control district hereby created. ~~Upon~~ That upon termination or withdrawal of a member County~~the Unified from the~~ District, any assets or liabilities then or thereafter accruing to it shall revert to its member Counties in proportion as the same are set forth in Section 3 of this agreement.

~~13-12.~~ \_\_\_\_\_ That this agreement shall become effective and operative, ~~insofar as the merger of said Inyo County Air Pollution Control District, said Mono County Air Pollution Control District and said Alpine County Air Pollution Control District is concerned, on March 1, 1974~~ upon approval of the Great Basin Unified Air Pollution Control District Governing Board.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year set opposite the signature of their respective officers.

ATTEST:

BOARD OF SUPERVISORS OF THE  
COUNTY OF ALPINE

\_\_\_\_\_

By \_\_\_\_\_

Clerk of the Board

~~Chairman~~Chairperson

Date: \_\_\_\_\_

BOARD OF SUPERVISORS OF THE  
COUNTY OF INYO

\_\_\_\_\_

By \_\_\_\_\_

Clerk of the Board

~~Chairman~~Chairperson

Date: \_\_\_\_\_

BOARD OF SUPERVISORS OF THE  
COUNTY OF MONO

\_\_\_\_\_

By \_\_\_\_\_

Clerk of the Board

~~Chairman~~Chairperson

Date: \_\_\_\_\_



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 19, 2020

**Departments: Elections**

**TIME REQUIRED**

**SUBJECT** Consolidation of Elections - Municipal

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

The Mammoth Lakes Town Council has requested that the General Municipal Election be consolidated with the Statewide General Election, and that the Mono County Elections Division conduct the election and canvass the returns.

**RECOMMENDED ACTION:**

Consider and potentially adopt Resolution R20-\_\_\_\_, Consolidating the General Municipal Election with the Statewide General Election on November 3, 2020, and directing the Mono County Elections Division to conduct the election and canvass the returns.

**FISCAL IMPACT:**

Minor costs associated with adding an extra item(s) to the already scheduled ballot. These costs will not be known until after the election. In accordance with Elections Code Section 10002, the Town of Mammoth Lakes shall reimburse the County for these additional costs.

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** x5538 / sdedman@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">BOS Resolution</a>
<input type="checkbox"/> <a href="#">TOML Request and Resolutions</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/15/2020 7:42 AM	County Administrative Office	Yes
5/12/2020 3:28 PM	County Counsel	Yes
5/14/2020 10:12 AM	Finance	Yes



## CLERK – RECORDER – REGISTRAR COUNTY OF MONO

---

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517  
(760) 932-5530 • FAX (760) 932-5531

*Shannon Kendall*  
*Registrar of Voters*  
(760) 932-5533  
[skendall@mono.ca.gov](mailto:skendall@mono.ca.gov)

To: Honorable Board of Supervisors

From: Shannon Kendall, Registrar of Voters

Date: May 19, 2020

### **Subject**

Consolidation of the November 3, 2020, General Municipal Election for the Town of Mammoth Lakes with the November 3, 2020, Statewide General Election.

### **Recommended Action**

Consider and potentially adopt a resolution consolidating the Mammoth Lakes General Municipal Election with the November 3, 2020 Statewide General Election.

### **Discussion**

At the April 15, 2020 meeting of the Town Council of Mammoth Lakes, Resolution No. 20-20 was adopted calling for and giving notice of a General Municipal Election to be held on November 3, 2020, for the purpose of electing Municipal Officers.

At the same meeting, Resolution 20-21 was adopted requesting that the Mono County Board of Supervisors consent and agree to consolidate the General Municipal Election with the Statewide Primary Election to be held on the same date.

As part of these resolutions, the Mammoth Lakes Town Council is requesting that the Mono County Elections Division be responsible for the conduct of the consolidated election.

### **Fiscal Impact**

There will be minor prorated costs associated with the consolidated election. These costs will be determined after the election. In accordance with §10002 of the California Elections Code, the Town of Mammoth Lakes shall reimburse the county in full for these services performed.





R20-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS CONSOLIDATING THE GENERAL MUNICIPAL  
ELECTION FOR THE TOWN OF MAMMOTH LAKES WITH THE NOVEMBER 3,  
2020, STATEWIDE GENERAL ELECTION**

**WHEREAS**, on April 15, 2020, the Town Council of the Town of Mammoth Lakes adopted Resolution R20-20, calling and giving notice of the holding of a General Municipal Election to be held on Tuesday, November 3, 2020, for the purpose of electing two members to the Town Council for four-year terms; and

**WHEREAS**, the Town Council has requested that the Board of Supervisors consolidate the General Municipal Election of November 3, 2020, with the Statewide General Election to be held on that same date; and

**WHEREAS**, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date, and that within the Town, the precincts, polling places and election officers of the two elections be the same, and that the Mono County Elections Division canvass the returns of the General Municipal Election, and that the election be held in all respects as if there were only one election; and

**WHEREAS**, the Board of Supervisors is requested to consent and agree to the consolidation of the General Municipal Election with the Statewide General Election, and issue instructions to the Mono County Elections Division to take any and all steps necessary for the holding of the consolidated election;

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors as follows:

**SECTION 1:** Pursuant to §10400, *et seq.*, of the California Elections Code, the Mono County Board of Supervisors consents and agrees to the consolidation of the General Municipal Election called within the Town of Mammoth Lakes on November 3, 2020, with the Statewide General Election to be held on Tuesday, November 3, 2020, for the purpose of the election of two members of the Town Council for the Town of Mammoth Lakes.

**SECTION 2:** The Mono County Elections Division is instructed to take any and all steps necessary for the holding of the consolidated election. The election shall be held in all respects as if there were only one election. Only one form of ballot shall be used and shall be in form and content as required by law.

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**SECTION 3:** The Mono County Elections Division is authorized to canvass the returns of the General Municipal Election.

**SECTION 4:** Pursuant to Elections Code §10002, the Town of Mammoth Lakes shall reimburse the County in full for the services performed upon presentation of a bill to the Town.

**PASSED, APPROVED and ADOPTED** this 19th day of May, 2020, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Stacy Corless, Chair  
Mono County Board of Supervisors

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



**Town of Mammoth Lakes**

P.O. Box 1609  
Mammoth Lakes, CA, 93546  
Ph: (760) 965-3602  
Fax: (760) 934-7493

April 16, 2020

Ms. Shannon Kendall  
Elections Department  
County of Mono  
Post Office Box 715  
Bridgeport, California 93517

Re: Consolidation of the November 3, 2020 General Municipal Election

Dear Shannon:

Enclosed please find two resolutions adopted by the Town Council of Mammoth Lakes at their meeting of April 15, 2020. Resolution No. 20-20 calls and gives notice of a General Municipal Election to fill two seats on the Town Council, and Resolution No. 20-21 requests the Board of Supervisors to consolidate the election with the Statewide Election on the same date.

Could you please include the request for consolidation on the Board's agenda for approval at your earliest convenience? Feel free to call me at 965-3602 should you have questions or require further information.

Thanks very much for your attention to this matter. I hope all things are going well with you and yours!

Best regards,

Jamie Gray  
Town Clerk

Enclosures

**RESOLUTION NO. 20-20**

RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA,  
CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL  
ELECTION ON TUESDAY, NOVEMBER 3, 2020 FOR THE ELECTION OF  
CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF  
THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California a General Municipal Election shall be held on November 3, 2020 for the election of Municipal Officers; and

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the Town of Mammoth Lakes, California, on Tuesday, November 3, 2020 a General Municipal Election for the purpose of electing two Members of the Town Council for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the Town Clerk is authorized, instructed, and directed to coordinate with the County of Mono Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter, and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to

Elections Code 10242 except as provided in Section 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the Town Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.

SECTION 7. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the Mono County Registrar-Recorder/County Clerk, the Town Council, in accordance with Election Code Section 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot or, in accordance with Election Code Section 15651(b), shall conduct a special runoff election to resolve the tie vote and such special runoff election is to be held on a Tuesday not less than 40 days nor more than 125 days after the administrative or judicial certification of the election which resulted in a tie vote.

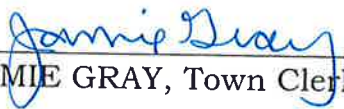
SECTION 8. That the Town Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

SECTION 9. The Town Council authorizes the Town Clerk to administer said election and all reasonable and actual election expenses shall be paid by the Town upon presentation of a properly submitted bill.

PASSED, APPROVED, AND ADOPTED this 15<sup>th</sup> day of April, 2020.

  
BILL SAUSER, Mayor

ATTEST:

  
JAMIE GRAY, Town Clerk

STATE OF CALIFORNIA      )  
COUNTY OF MONO         )            ss.  
TOWN OF MAMMOTH LAKES)

I, JAMIE GRAY, Town Clerk of the Town of Mammoth Lakes, DO HEREBY CERTIFY under penalty of perjury that the foregoing is a true and correct copy of Resolution No. 20-20 adopted by the Town Council of the Town of Mammoth Lakes, California, at a meeting thereof held on the 9<sup>th</sup> day of April 2020, by the following vote:

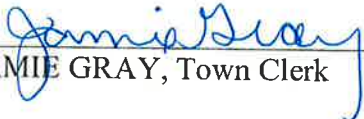
AYES:                            Councilmembers Hoff, Stapp, Wentworth, Mayor Pro Tem Salcido,  
  and Mayor Sauser

NOES:                           None

ABSENT:                       None

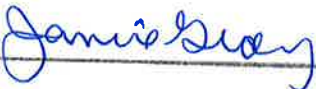
ABSTAIN:                      None

DISQUALIFICATION:   None

  
\_\_\_\_\_  
JAMIE GRAY, Town Clerk

The Foregoing Instrument is A Full, True and Correct  
Copy Of The Original On File in the Office Of The Town  
Clerk, Of The Town of Mammoth Lakes, California.

Attested This Date: *April 16, 2020*

Signed: 

**RESOLUTION NO. 20-21**

A RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA,  
REQUESTING THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF  
MONO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON  
NOVEMBER 3, 2020, WITH THE STATEWIDE GENERAL ELECTION TO BE  
HELD ON THE DATE PURSUANT TO  
SECTION 10403 OF THE ELECTIONS CODE

WHEREAS, the Town Council of the Town of Mammoth Lakes called a General Municipal Election to be held on November 3, 2020 for the purpose of the election of two Members of the Town Council; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the Town the precincts, polling places, and election officers of the two elections be the same, and that the County Election Department of the County of Mono canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Mono is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 3, 2020, for the purpose of the election of two Members of the Town Council. The Town Council acknowledges that the consolidated election will be held and conducted in the manner prescribed in Section 10418 of the Elections Code.



SECTION 5. That the County Election Department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide election.

SECTION 6. That the Board of Supervisors is requested to issue instructions to the County Election Department to take any and all steps necessary for the holding of the consolidated election.

SECTION 7. That the Town of Mammoth Lakes recognizes additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 8. That the Town Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Election Department of the County of Mono.

SECTION 9. That the Town Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED this 15<sup>th</sup> day of April, 2020.



\_\_\_\_\_  
BILL SAUSER, Mayor

ATTEST:



\_\_\_\_\_  
JAMIE GRAY, Town Clerk

STATE OF CALIFORNIA        )  
COUNTY OF MONO            )        ss.  
TOWN OF MAMMOTH LAKES)

I, JAMIE GRAY, Town Clerk of the Town of Mammoth Lakes, DO HEREBY CERTIFY under penalty of perjury that the foregoing is a true and correct copy of Resolution No. 20-21 adopted by the Town Council of the Town of Mammoth Lakes, California, at a meeting thereof held on the 9<sup>th</sup> day of April 2020, by the following vote:

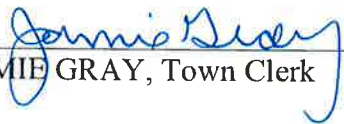
AYES:                            Councilmembers Hoff, Stapp, Wentworth, Mayor Pro Tem Salcido,  
  and Mayor Sauser

NOES:                            None

ABSENT:                        None


ABSTAIN:                       None

DISQUALIFICATION:   None

  
\_\_\_\_\_  
JAMIE GRAY, Town Clerk

The Foregoing Instrument is A Full, True and Correct  
Copy Of The Original On File in the Office Of The Town  
Clerk, Of The Town of Mammoth Lakes, California.

Attested This Date: *April 14, 2020*

Signed: 



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

## **REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 19, 2020

**Departments: Social Services**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Michelle Raust

**SUBJECT** Contract with California Department  
of Social Services for Child Welfare  
Case Reviews

---

### **AGENDA DESCRIPTION:**

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

Proposed contract with the California Department of Social Services (CDSS) to conduct Child Welfare Case Reviews and Quality Assurance for Mono County.

---

### **RECOMMENDED ACTION:**

Approve County to enter into proposed Agreement with the California Department of Social Services for the provision of statutory continuous, quarterly child welfare case reviews and quality assurance services and authorize the Board Chair to sign on behalf of the County.

---

### **FISCAL IMPACT:**

The Agreement amount is up to \$39,129 per year, not to exceed \$195,645 for the 5-year term of the agreement, July 1, 2019 through June 30, 2024. The Agreement is paid for through a funding allocation by the state for this purpose, in addition to 2011 realignment funds.

---

**CONTACT NAME:** Michelle Raust

**PHONE/EMAIL:** 760-924-1758 / mraust@mono.ca.gov

---

### **SEND COPIES TO:**

Mono County Department of Social Services

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### **MINUTE ORDER REQUESTED:**

YES  NO

---

### **ATTACHMENTS:**

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[Staff Report](#)

[Contract](#)

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History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/15/2020 7:42 AM	County Administrative Office	Yes
5/14/2020 1:33 PM	County Counsel	Yes
5/14/2020 10:37 AM	Finance	Yes



KATHRYN PETERSON, MPH  
Director

BRIDGEPORT OFFICE  
(760) 932-5600  
FAX (760) 932-5287

MAMMOTH LAKES OFFICE  
(760) 924-1770  
FAX (760) 924-5431



To: Mono County Board of Supervisors

From: Michelle Raust, Program Manager, Department of Social Services

Date: May 19, 2020

Re: Contract with the California Department of Social Services (CDSS) to conduct Child Welfare Case Reviews and Quality Assurance for Mono County

### **Recommended Action**

Approve County to enter into the proposed Agreement with the California Department of Social Services for the provision of statutory continuous, quarterly child welfare case reviews and quality assurance services and authorize the Board Chair to sign on behalf of the County.

### **Fiscal Impact**

The Agreement amount is up to \$39,129 per year, not to exceed \$195,645 for the 5-year term of the agreement, July 1, 2019 through June 30, 2024. The Agreement is paid for through a funding allocation by the state for this purpose, in addition to 2011 realignment funds.

### **Discussion**

In accordance with 45 C.F.R. 1355.34(c) and California Welfare and Institutions Code (WIC) Section 10601.2(a), local county child welfare agencies are responsible for implementing a continuous, qualitative case review process for child welfare services.

Generally, cases are reviewed by designated county staff reviewers, unless the county size is small (Tier 1 or 2) and limited by staffing capacity to perform the multi-layered review process. Mono County is defined as a Tier 1 County with a caseload of 0-99

cases. As such, Mono County has elected to enter into an agreement with CDSS to perform the quarterly case review and quality assurance functions.

Previously, Mono County conducted its own case reviews with some success, however, due to staffing limitations it was difficult to achieve a sustainable, ongoing case review system with fidelity. For example, the Social Services staff who were qualified to perform the reviews often had conflicts-of-interests with cases due having served the family in other roles previously. With the requirement for two levels of review (initial case review followed by the quality assurance review) this means that two separate staff persons need to be dedicated to each case review which further increases the chances for conflicts-of-interest given the very small sample size of cases in Mono County.

Under this agreement, trained, experienced, and neutral case review staff from CDSS conduct the case review and quality assurance processes in accordance with state and federal policies and procedures utilizing the federal Onsite Review Instrument (OSRI), which is published by the Children's Bureau of the Administration for Children and Families.

Mono County cases will be pulled randomly by CDSS on a continuous, quarterly basis. Based upon the combined caseload size of Mono County's child welfare and probation agencies, 3 cases will be selected per year from Mono County. All cases from the entire continuum of child welfare, from investigation through adoption, are subject to review.

Results from case reviews are provided to County staff and used for ongoing quality improvement to local practices. The process is intended to give local child welfare staff constructive feedback and highlight areas in need of systemic improvement, especially where safety issues are of concern.

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-5019

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Mono County Department of Social Services

CONTRACTOR NAME

California Department of Social Services

2. The term of this Agreement is:

START DATE

July 1, 2019

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$195,645.00 One Hundred Ninety-Five Thousand Six Hundred Forty-Five Dollars and 00/100

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit A - Attachment 1	General Terms and Conditions	6
Exhibit B	Budget and Budget Justification	1
Exhibit B - Attachment 1	Composite Budget for Tier One Counties	1
Exhibit C	State of California Public Liability and Workers' Compensation Insurance	1
Exhibit D	State of California Automobile Liability/Physical Damage Insurance	1

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

*These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

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

**CONTRACTOR**

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

California Department of Social Services

CONTRACTOR BUSINESS ADDRESS

744 P Street, M.S. 9-6-747

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Marissa Enos

TITLE

Section Chief, Contracts and Purchasing Bureau

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-5019

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Mono County Department of Social Services

CONTRACTING AGENCY ADDRESS

452 Old Mammoth Road

CITY

Mammoth Lakes

STATE

CA

ZIP

93546

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



Agreement 19-5019  
CDSS/Mono County Department of Social Services

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as set forth below:

**COUNTY OF MONO**

**CDSS**

\_\_\_\_\_  
Stacy Corless, Chair  
Board of Supervisors

\_\_\_\_\_  
Marissa Enos, Section Chief  
Contracts and Purchasing Bureau

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Stacey Simon, County Counsel



\_\_\_\_\_  
Mono County Risk Manager

**ATTEST:** Shannon Kendall, Clerk to the Board of Supervisors

By \_\_\_\_\_, Deputy

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

**I. Background**

In accordance with 45 C.F.R. 1355.34(c) and California Welfare and Institutions Code (WIC) Section 10601.2(a), local county child welfare agencies are responsible for implementing a qualitative case review process for child welfare services by child welfare and probation agencies. All 58 counties in California are required to complete a review of randomly sampled cases based on the combined caseload size of the county probation agency and child welfare agency, including both in-home and out-of-home cases. Cases are pulled on a continuous quarterly basis and provided to each county by the California Department of Social Services (CDSS). Cases from the entire continuum of child welfare, from investigation through adoption, are subject to review.

All cases must be reviewed in accordance with state and federal policies and procedures utilizing the federal Onsite Review Instrument (OSRI), which is published by the Children's Bureau of the Administration for Children and Families. Generally, cases are reviewed by designated county staff reviewers. Upon completion of each case review, the county conducts a first level Quality Assurance (QA) process to maintain the integrity of the review. Each county designates certified review staff to conduct initial QA. Additionally, CDSS staff conducts QA reviews on a select subset of cases reviewed for each county.

**II. Purpose**

Mono County (County) and CDSS (hereinafter referred to individually as "Party" or collectively as "Parties") hereby enter into this Agreement for conducting, at the County's option, either first-level QA or Case review and first-level QA.

**III. Responsibilities of the Parties**

**A. Mono County Responsibilities**

1. Within 10 business days of receiving a case list, evaluate the case list for possible case eliminations based on a set of pre-determined elimination criteria and submit case inquiry form to CDSS requesting elimination of any cases believed by the County to meet elimination criteria. The request must contain sufficient information regarding the specific criteria for CDSS to make a final determination.
2. Coordinate with the CDSS to secure key participant interviews including, but not limited to, identifying, contacting and scheduling interviews when the County has selected Section B, Option 1.
3. Track and address safety and policy concerns.
4. Identify at least one staff with Online Monitoring System (OMS) access to coordinate with the CDSS and act as a point of contact.
5. Prepare all necessary case files and provide access to all needed case records.

6. Provide appropriate work space for the duration of the case review and QA process including, but not limited to:
  - a. Internet, telephone, and printer access; and
  - b. Private interview room.

**B. CDSS Responsibilities.**

*(Please select one of the two options below indicating your election.)*

**OPTION 1 - CDSS Responsibilities: Case Review and Quality Assurance**

1. Review the case record and submit a case inquiry for elimination or retention as determined by the case circumstances. If CDSS determines a case is appropriate for elimination a replacement case is transmitted to the county.
2. Complete the OSRI.
3. Report all safety and policy concerns to the county contact to ensure a plan is in place to address concerns.
4. CDSS Case Review staff will review the case and county-level QA information in the OMS. The CDSS Case Review staff will then set-up debriefs with counties in person or remotely via phone or online meeting.
5. Identify and interview case review key participants in collaboration with the county contact.
6. Follow security, retention, and destruction policies for case review material.
7. Perform first-level QA.
8. Provide feedback and technical assistance on the accuracy of the case review.
9. Report out aggregate case review findings.
10. Provide OMS access to the county contact.

**OPTION 2 - CDSS Responsibilities: Quality Assurance Only**

1. Report all safety and policy concerns to the county contact to ensure a plan is in place to address concerns.
2. CDSS Case Review staff will review the case and county-level QA information in the OMS. The CDSS Case Review staff will then set-up debriefs with counties in person or remotely via phone or online meeting.
3. Perform first-level QA.

4. Provide feedback and technical assistance to the reviewer on the accuracy of the case review.
5. Report out aggregate case review findings.
6. Provide OMS access to the county contact.

#### **IV. Additional Terms**

1. This Agreement is available only to Tier 1 and Tier 2 counties, as described in Exhibit B. The composite budget for each fiscal year and each Tier is described in Exhibit B, Attachment 1.
2. If the County enters this Agreement after Quarter 1 of the state fiscal year has begun, the following applies:
  - a. The Agreement will go into effect at the beginning of the following Quarter.
  - b. The CDSS will be responsible for a pro-rated number of cases.
  - c. The County will reimburse the CDSS at a pro-rated cost, to be determined by the parties.
3. The pro-rated cost is based on the quarter the County enters the Agreement and only applies to the first year of the Agreement. In the remaining fiscal years, the CDSS will be reimbursed for the full amount per Exhibit B and Exhibit B, Attachment 1.
4. Either party may terminate this Agreement on a state fiscal year basis by providing written notice to the Project Representative of the other party. Notice must be provided no later than March 1<sup>st</sup> for termination of the Agreement prior to the start of the next state fiscal year.
5. Except as provided herein, this Agreement cannot be changed unless agreed to by written amendment signed by the Parties by persons with authority to bind their respective agencies.

#### **V. Project Representatives**

The Project Representatives during the term of this Agreement will be:

##### CDSS

Robert Eldridge  
Contract Manager  
744 P. Street, M.S. 8-12-91  
Sacramento, CA 95814  
(916) 651-6398  
[Robert.Eldridge@dss.ca.gov](mailto:Robert.Eldridge@dss.ca.gov)

##### Mono County

Kathryn Peterson  
Director  
452 Old Mammoth Road  
Mammoth Lakes, CA 93546  
(760) 924-1770  
[kpeterson@mono.ca.gov](mailto:kpeterson@mono.ca.gov)

The Project Representatives may be changed by written notice to the other party, within ten (10) working days of the change. Said changes shall not require an amendment to this Agreement.

## **GENERAL TERMS AND CONDITIONS**

### 1. Indemnification

Claims Arising from Acts or Omissions of the Mono County Department of Social Services (County)

The County hereby agrees to defend and indemnify the California Department of Social Services, its agents, officers, and employees (hereinafter collectively referred to as the (CDSS), from any claim, action or proceeding against the CDSS, arising out of acts or omissions of the County in the performance of this Agreement. At its discretion, the CDSS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of any obligation imposed by this Agreement. The CDSS shall notify the County promptly of any claim, action or proceeding and cooperate fully.

### 2. Relationship Of The Parties

The CDSS is acting as a contractor for the delivery of the services; this is not a joint venture agreement between the Parties. It is understood by both Parties that this Agreement does not create an employer-employee relationship between the Parties. Each Party agrees that it shall not enter into agreements or make representations or promises on behalf of the other Party.

### 3. Insurance Requirements

The CDSS is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and workers' compensation liabilities arising from or connection with the performance of services under this Agreement by CDSS, its employees, officers, or directors. Evidence of self-insurance is provided with Exhibit C, incorporated herein by reference.

The CDSS' self-insurance for liabilities (Exhibit D) from the use of land motor vehicles includes owned, non-owned, and hired vehicles used by CDSS' employees in the performance of services.

### 4. Maintenance Of Records

The Parties shall keep and maintain an accurate record of the cases reviewed for the purposes of the CFSR Case Review process. The CDSS and the County shall keep a copy of all invoices presented to the County on a bi-yearly basis. All such records shall be made available to the County, its authorized representative, or officials of the State of California for review and audit during normal business hours, upon reasonable advance notice.

### 5. Retention Of Records For Audit Purposes

The CDSS shall maintain and preserve all records related to this Agreement for a period of five years from the close of the fiscal year in which final payment is made. Such records shall be maintained for a five-year period or retained for a longer duration, if an audit involving the records is then pending. The obligation to insure the maintenance of the records beyond the initial five-year period shall only arise if notice is provided to the CDSS of the commencement of the audit prior to the expiration of the five-year period.

6. Conflict Of Interest

The Parties agree to enforce the requirements of the California Government Code, Sections 1090 through 1099 and Sections 87100 through 87105, including regulations promulgated by the California Fair Practices Commission, to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

7. Change In Statutes or Regulations

If there is a change of statute or regulations applicable to the performance of this Agreement, both Parties agree to be governed by the new provisions, unless either Party gives notice to terminate pursuant to the terms of this Agreement or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Agreement.

8. Time is of the Essence

Time is of the essence for the performance of the services of this Agreement. Each Party shall promptly perform the services and responsibilities described in the Agreement and promptly comply with each term and condition.

9. Time

Each of the Parties to this Agreement shall devote such time to the performance of the services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of the obligations of this Agreement. Neither Party shall be considered to be in default of this Agreement to the extent the performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

10. Modification

No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by both Parties.

11. Nondiscrimination

The Parties shall not discriminate in the employment of persons necessary to perform this Agreement on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person. In the provision of services each Party shall be responsible for the actions of its employees, directors or officers so that employees and applicants for employment and any member of the public are free from any unlawful discrimination. The Parties warrant and represent that each is aware and shall follow: 1) the Federal Civil Rights Act of 1964 (Act) and all amendments, administrative rules and regulations issued pursuant to this Act; and 2) the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) and the regulations promulgated to enforce the Fair Employment and Housing Act. The Parties agree to include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform services under this Agreement.

12. Bankruptcy

The Parties shall immediately notify the other in the event that either ceases conducting business in the normal manner or becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business on assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

13. Prohibition Against Assignment And Delegation Of Duties

Except as specifically authorized within the Agreement, no rights may be assigned and no duties under this Agreement may be delegated by the Parties without the prior written consent of the other, and any attempted assignment or delegation without such consent shall be void.

14. Negotiated Contract

The Agreement has been arrived at through negotiation between the Parties. Neither Party is to be deemed the Party which prepared this contract within the meaning of California Civil Code, Section 1654.

15. Severability

Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision. All other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this Agreement are declared to be severable.

16. Entire Agreement

This Agreement is the entire agreement of the Parties for the performance of services. There are no understandings or agreements pertaining to this Agreement except as are expressly stated in writing in this Agreement or in any document attached hereto or incorporated by reference. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, agreements, written, or oral, between the Parties.

17. Notice

Notices to the Parties in connection with the administration of this Agreement shall be given to the Parties' Project Representative personally or by regular mail as more particularly specified in this paragraph. Notices will be deemed given on:

- a. The day the notice is personally delivered to the Party's Project Representative as specified in the Exhibit A, Scope of Work, page 3, Section D; or
- b. Five days after the date the notice is deposited in the United States mail, addressed to a Party's Project Representative as indicated in Section D, with first-class postage fully prepaid.



18. Partial Invalidity

Should any part, term, portion, or provision of this Agreement be finally decided by a court of competent jurisdiction to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into in the first place.

19. Responsibility Of Project Representatives

All matters concerning the administration of this Agreement, which are within the responsibility of the Parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the Party's employee specified, in writing, by the Project Representative.

20. Waiver

Waiver by either Party of a breach of any covenant of this Agreement will not be construed to be a continuing waiver of any subsequent breach. A Party's receipt of consideration with knowledge of the other's violation of a covenant does not waive the Party's right to enforce any covenant of this Agreement. However, neither Party shall waive any provision of this Agreement unless the waiver is not against public policy or current laws, in writing, signed by a representative of each Party with the authority to sign, and signed by all Parties.

21. Authority and Capacity

Each Party and each Party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The Parties also warrant that any signed amendment or modification to the Agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

22. Binding On Successors

All of the conditions, covenants, and terms identified in this Agreement apply to any successor or assignee of the Parties to this Agreement with each assignee or successor held jointly and severally liable under this Agreement. However, no assignment or subcontract of either Party is permitted, except with the prior written authorization of the other Party.

23. Cumulative Remedies

All of the various rights, powers, and remedies of the Parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a Party might otherwise have in the event of a breach or default of any condition, covenant, or term by the other Party. The exercise of any single right, option, election, power, or remedy shall not in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been full performed.

24. Independent Advice

Each Party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other Party. Each Party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such Party willingly foregoes any such consultation.

25. No Reliance On Representations

Each Party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other Party with respect to the facts involved or its rights or duties. Each Party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each Party further understands that it is responsible for verifying the representations of law or fact provided by the other Party.

26. Confidentiality

The CDSS and County staff will comply with the provision of W&IC, Section 10850 and Family Code, Section 9200 et seq. to assure that all records concerning individuals made or kept by any officer or agency in connection with the administration of any service under this Agreement will be kept confidential. The CDSS and the County will maintain the confidentiality of all information and records in accordance with current laws, regulations and policies. Exchange of information will be for the purpose of promoting the best interests of the child and the administration of the program.

Each County and the CDSS will maintain their own confidentiality regulations and guidelines to review and follow. The location of those guidelines shall be made known to all employees. The CDSS and the County agree to inform its employees, agents, and subcontractors of the confidentiality provisions and further agree that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor.

27. Mailing Of Confidential Information

The Parties may use the United States Postal Service to deliver records containing personal or confidential information to the other provided that the record(s) are double enveloped with the interior envelope identified as confidential with the name of the recipient of the mail on the interior envelope. Additionally, each shall require that the records being delivered shall only be delivered to the addressee with an acknowledgement of receipt. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

28. Transporting Records

The Parties agree that all records containing personal or confidential information shall be transported in a secure manner. When using a third Party who is not a Party to this Agreement to transport records to the other Party, the Parties each agree to notify the other before sending records to the other containing personal or confidential information, as defined in law. Notice may be provided electronically, but receipt of the message must be confirmed before commencing the transport of the records to the other Party. Additionally, except for personal delivery by a representative of the Parties a bonded courier service shall be used. The records shall be securely double-enveloped or boxed with the interior envelope or box identified as confidential and properly addressed to the intended recipient/employee. Upon delivery, the courier shall obtain a signed acknowledgement of receipt from the entity receiving the

documents. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

29. Form 700

All employees and managers required to file an annual Form 700 pursuant to the Conflict of Interest Code and/or Government Code, Section 87200 do so with the CDSS' Central Office located at 744 P Street, MS 8-12-31, Sacramento, CA 95814.

30. Venue

It is agreed by the Parties to this Agreement that, unless expressly waived by the CDSS, any action brought to enforce any of the provisions of this Agreement for declaratory relief shall be filed in and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

31. Controlling Law

The validity, interpretation and performance of this Agreement shall be construed under the laws of the State of California, or when applicable federal law.

32. Captions

The captions of this Agreement are for convenience in reference only and the words contained in the captions shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

33. Definitions

“Shall” and “will” and “agrees” are mandatory. “May” is permissive.

34. Identifying Agreed Upon Changes to the Agreement

The Parties agree that every amendment shall identify in typed print strike-through the words of the Agreement to be deleted by the amendment and no longer applicable to the Agreement; and new words added by the amendment shall be identified in bold font and underlined. For a subsequent amendment, the words deleted by the prior amendment with the strike-through shall not be included; and the words previously bolded in the prior amendment shall no longer be bolded.

Amendments to the Agreement may be made in whole or in part, as appropriate and selected by the Parties.

## **Exhibit B Budget and Budget Justification**

### Case Review Allocation

Counties are provided an allocation for staffing for case review activities in the form of a Full Time Equivalent (FTE). The number of FTEs (and corresponding allocation amount) is determined based on the combined number of child welfare and probation cases per county. There is a total of four different tiers:

- 1.) Counties that have 0-99 cases perform 8 case reviews per year and are allocated 1 FTE.
- 2.) Counties that have 100-299 cases perform 20 case reviews per year and are allocated 2 FTEs.
- 3.) Counties that have 300-999 cases perform 70 case reviews per year and are allocated 3 FTEs.
- 4.) Counties that have 1,000 or more cases perform 100 case reviews per year and are allocated 4 FTEs.

### Case Review Agreement Options and Costs

Only those counties who fall into Tier 1 or 2 can enter this Agreement with CDSS for case reviews. Counties in Tier 1 are allocated \$43,477 annually for case review activities. Counties in Tier 2 are allocated \$86,955 annually for case review activities. If County enter this Agreement after Quarter 1 has begun, the County will reimburse the CDSS at a pro-rated rate cost. In addition, the CDSS would be responsible for a pro-rated number of cases. If County opt out of this Agreement written notice must be provided no later than March 1<sup>st</sup>.

For purposes of this Agreement, County may opt to have CDSS complete all elements of case review, including completion of the case review and first level quality assurance on behalf of the County or they may opt to only contract with CDSS for the first level quality assurance and maintain the responsibility for completing the case review components. Depending on what option the County selects, the following applies:

**Option 1:** CDSS Conducted Case Review & Quality Assurance – For this option, CDSS would invoice the County for up to 90 percent of the County allocation.

- CDSS would invoice Tier 1 counties for up to \$39,129 (90 percent of \$43,477).
- CDSS would invoice Tier 2 counties for up to \$78,260 (90 percent of \$86,955).

**Option 2:** CDSS Conducted Quality Assurance - For this option, CDSS would invoice the County for 25 percent of the County allocation.

- CDSS would invoice Tier 1 counties for up to \$10,869 (25 percent of \$43,477).
- CDSS would invoice Tier 2 counties for up to \$21,739 (25 percent of \$86,955).

Composite Budget for Tier 1 Counties:  
 Estimate for Entire Proposed Project Period  
 07/01/2019 to 06/30/2024

**Please check one of the two check boxes below indicating your preference.**

Option 1 – Case Review and Quality Assurance

From: To:	07/01/2019 06/30/2020	07/01/2020 06/30/2021	07/01/2021 06/30/2022	07/01/2022 06/30/2023	07/01/2023 06/30/2024	
<b>Total Estimated Annual Cost</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total Estimated Costs for Project Period</b>
Case Review and Quality Assurance	\$39,129	\$39,129	\$39,129	\$39,129	\$39,129	\$195,645

Option 2 – Quality Assurance Only

From: To:	07/01/2019 06/30/2020	07/01/2020 06/30/2021	07/01/2021 06/30/2022	07/01/2022 06/30/2023	07/01/2023 06/30/2024	
<b>Total Estimated Annual Cost</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total Estimated Costs for Project Period</b>
Quality Assurance	\$10,869	\$10,869	\$10,869	\$10,869	\$10,869	\$54,345



January 16, 2019

**STATE OF CALIFORNIA  
PUBLIC LIABILITY AND WORKERS' COMPENSATION  
INSURANCE FISCAL YEAR JULY 1, 2019 / JUNE 30, 2020**

Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, [claims@dgs.ca.gov](mailto:claims@dgs.ca.gov). If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

A handwritten signature in black ink, appearing to read "Lynan Graf", is written over a faint, illegible typed name.

Lynan Graf,  
Associate Risk Analyst  
Office of Risk and Insurance Management  
Insurance Services Unit  
Phone: (916) 376-5290  
Fax: (916) 376-5275  
[Lynan.graf@dgs.ca.gov](mailto:Lynan.graf@dgs.ca.gov)



January 16, 2019

**STATE OF CALIFORNIA AUTOMOBILE  
LIABILITY / PHYSICAL DAMAGE  
FISCAL YEAR JULY 1, 2019 / JUNE 30, 2020**

To Whom It May Concern:

Please accept this letter as certification that the State of California has elected to be self-insured for liability and physical damage arising out of the ownership, maintenance, and operation of land motor vehicles.

Under this program, the Office of Risk and Insurance Management administers liability claims arising out of the operation of the vehicle. Physical Damage to such vehicle may be reimbursed by the Employing State Agency in accordance with State Administrative Manual (SAM) sections 2420 and 4116.

Sincerely,

A handwritten signature in black ink that reads "Lynan Graf". The signature is written in a cursive style with a large, looped "G" at the end.

Lynan Graf  
Department of General Services  
Associate Risk Analyst  
(916) 376-5290  
[Lynan.Graf@dgs.ca.gov](mailto:Lynan.Graf@dgs.ca.gov)



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 19, 2020

**Departments: Sheriff**

**TIME REQUIRED**

**SUBJECT** Resolution in Support of AB 2340 re:  
changes to personnel classification

**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 R20-\_\_\_ in Support of AB 2340. The Mono County Sheriff's Office is working with Assembly Member Frank Bigelow on Assembly Bill 2340, which will add the Counties of Del Norte, Mono, and San Mateo to the list of 32 counties noted in 830.1(c) of the Penal Code. Penal Code 830.1(c) authorizes peace officer status to correctional officers of specified counties while on-duty and engaged in the performance of their duties, or when performing other law enforcement duties directed by his or her employing agency during a local state of emergency.

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### RECOMMENDED ACTION:

Approve Board of Supervisors Resolution R20-\_\_\_, in support of AB 2340, further acknowledging that Mono County is requesting legislative authority to implement the changes to personnel classification.

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### FISCAL IMPACT:

None.

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**CONTACT NAME:** Ingrid Braun

**PHONE/EMAIL:** 760-932-7549 / [ibraun@monosheriff.org](mailto:ibraun@monosheriff.org)

---

### SEND COPIES TO:

Sheriff Braun

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Staff Report](#)

[Resolution](#)

[Sheriff Support Letter](#)

[PSOA Support Letter](#)



**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/15/2020 7:43 AM	County Administrative Office	Yes
5/13/2020 4:11 PM	County Counsel	Yes
5/14/2020 10:40 AM	Finance	Yes

**MONO COUNTY**  
**SHERIFF**  
*A Commitment to Community Safety and Service*



**Ingrid Braun**  
Sheriff-Coroner

DATE: May 17, 2020  
TO: The Honorable Board of Supervisors

**Phillip West**  
Undersheriff

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: Board of Supervisors Resolution in Support of Assembly Bill 2340

**RECOMMENDATION:**

Approve Board of Supervisors Resolution in support of Assembly Bill (AB) 2340, further acknowledging that Mono County is requesting legislative authority to implement the changes to personnel classification.

**BACKGROUND:**

On August 20, 2019, the Board of Supervisors approved a Resolution in support of AB 524 by Assembly Member Frank Bigelow, which proposed to add the Counties of Del Norte, Mono and San Mateo to the list of 31 counties noted in Section 830.1(c) of the California Penal Code (PC). AB 524 passed through both the Assembly and Senate without a single vote in opposition and was presented to the Governor on September 23, 2019. However, on October 8, 2019, the Governor vetoed the measure, stating in part "this is a piecemeal approach that I cannot support." Unfortunately, it was not explained to the Governor before his veto that the "piecemeal approach" was intentional, as not every county desires to be included in 830.1(c) PC. It has since been clarified with the Governor's staff that this is an intentional "opt-in" process, which should remove any future opposition.

**DISCUSSION:**

The Mono County Sheriff's Office is working with Assembly Member Bigelow on AB 2340, which will add the Counties of Del Norte, Mono and San Mateo to the list of 32 counties noted in 830.1(c) PC.

830.1(c) PC authorizes peace officer status to correctional officers of specified counties while on-duty and engaged in the performance of their duties, or when performing other law enforcement duties directed by his or her employing agency during a local state of emergency. This important change would be a force multiplier and an added tool for the County. It would allow correctional officers to be armed while performing corrections-related tasks, such as transports. It would also allow the Sheriff to deploy correctional officers during a local state of emergency, increasing available resources to assist emergency management.

AB 2340 has bi-partisan support and has Democrat and Republican co-authors. The Sheriff's Office strongly supports AB 2340 and believes the change in statute will allow us to better serve the residents of Mono County. The Mono County Public Safety Officers' Association and

Deputy Sheriffs' Association both support AB 2340 and have acknowledged the classification change would not effect any changes to existing bargaining units or contracts.

When AB 524 was before the Senate Appropriations Committee last year, there was a concern regarding potential reimbursable mandated costs. The concern is that authorizing peace officer status to correctional officers grants all the rights and protections contained in the Public Safety Officers Procedural Bill of Rights Act, known as POBR, (Government Code § 3301 et seq.). POBR mandates result in state-reimbursable costs to local governments, which could be an unintended cost of this bill.

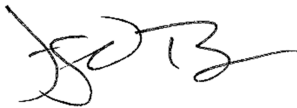
However, as a policy, the Sheriff's Office already extends the provisions of POBR to Public Safety Officers, without any expectation of reimbursement. Further, POBR mandate reimbursements have been deferred for several years. Additionally, this change in classification would be for a maximum of 20 employees. The Sheriff's Office averages one or fewer personnel complaint investigations for Jail employees each year. Even if the state ever did reimburse the County, the cost would be negligible.

Government Code 17556(a) provides that if a local agency requested legislative authority to implement a program, costs are not mandated. The Sheriff's Office has been informed by Assemblyman Bigelow's office that a Board Resolution in support of AB 2340 and requesting the addition of Mono County to Penal Code 830.1(c) would assist in moving the bill forward. I respectfully request the Board of Supervisors pass a Resolution in support of AB 2340, as it did last year for AB 524.

**FINANCIAL IMPACT:**

There is no impact to the general fund.

Respectfully submitted,



Ingrid Braun  
Sheriff-Coroner

Attachment: Letters of Support from Public Safety Officers' and Deputy Sheriffs' Associations



R20-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS IN SUPPORT OF AB 2340, FURTHER  
ACKNOWLEDGING THAT MONO COUNTY IS REQUESTING LEGISLATIVE  
AUTHORITY TO IMPLEMENT CHANGES TO PERSONNEL CLASSIFICATION**

**WHEREAS**, Assembly Bill 2340 will add the Counties of Del Norte, Mono and San Mateo to the list of 32 counties noted in 830.1(c) of the Penal Code; and

**WHEREAS**, Penal Code 830.1(c) authorizes peace officer status to correctional officers of specified counties while on-duty and engaged in the performance of their duties, or when performing other law enforcement duties directed by his or her employing agency during a local state of emergency; and

**WHEREAS**, This important policy change would be a force multiplier and an added tool for Mono County, allowing correctional officers to be armed while performing corrections-related tasks, and would also allow the Sheriff to deploy correctional officers during a local state of emergency, increasing available resources to assist emergency management; and

**WHEREAS**, the Mono County Sheriff's Office, the Mono County Public Safety Officers' Association, and the Mono County Deputy Sheriffs' Association are in support of Assembly Bill 2340.

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES** that:

**SECTION ONE:** The Mono County Board of Supervisors supports Assembly Bill 2340 and is requesting the addition of Mono County to Penal Code 830.1(c).

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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\_\_\_\_\_  
Stacy Corless, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

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

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

**MONO COUNTY**  
**SHERIFF**

*A Commitment to Community Safety and Service*



**Ingrid Braun** May 6, 2020  
**Sheriff-Coroner** To: The Honorable Franklin Bigelow  
California State Assembly  
State Capitol Building  
Sacramento, California 95814

**Phillip West**  
**Undersheriff**

RE: AB 2340 – SUPPORT

Dear Assembly Member Bigelow:

The Mono County Sheriff's Office is pleased to support AB 2340, which will add the Counties of Del Norte, Mono and San Mateo to the list of 32 counties noted in 830.1(c) of the Penal Code.

Penal Code 830.1(c) authorizes peace officer status to correctional officers of specified counties while on-duty and engaged in the performance of their duties, or when performing other law enforcement duties directed by his or her employing agency during a local state of emergency. This important policy would be a force multiplier and an added tool for Mono County. It would allow correctional officers to be armed while performing corrections-related tasks, such as transports. It would also allow the Sheriff to deploy correctional officers during a local state of emergency, increasing available resources to assist emergency management.

The Mono County Sheriff's Office strongly supports AB 2340 and believes the change in statute will allow us to better serve the residents of Mono County. Should you need any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'IB' with a flourish.

Ingrid Braun  
Sheriff-Coroner

copy: Members and Staff of the Assembly Public Safety Committee

**MONO COUNTY**  
**SHERIFF**

*A Commitment to Community Safety and Service*



**Ingrid Braun**  
**Sheriff-Coroner**

**MONO COUNTY SHERIFF'S OFFICE**

**Phillip West**  
**Undersheriff**

May 7<sup>th</sup>, 2020

To Whom It May Concern:

The Mono County Public Safety Officers Association (MCPSOA) actively supports the addition of Mono County to the list of counties who recognize our correctional officers as Correctional Deputies under Penal Code section 830.1(c).

We understand such a change would require legislation modifying that section to include Mono County.

We also understand and agree that the new classification of Mono County Correctional Deputy will continue to belong to our own bargaining entity the MCPSOA, and this designation will in no way affect any association contracts in place with the County of Mono by the MCPSOA, or the Mono County Deputy Sheriff's Association (MCDSA).

This change will continue to allow the Sheriff more flexibility in the staff assignments within the operations of the Mono County Sheriff's Office.

Thank you,

A handwritten signature in black ink, appearing to read "N. Way", with a long, sweeping underline.

Nick Way  
President, MCPSOA  
nway@monosheriff.org

**MONO COUNTY**  
**SHERIFF**

*A Commitment to Community Safety and Service*



**Ingrid Braun**  
Sheriff-Coroner

**MONO COUNTY SHERIFF'S OFFICE**

**Phillip West**  
Undersheriff

May 8, 2020

To whom it may concern:

The Mono County Deputy Sheriffs Association (MCDSA) is aware of and actively supports the addition of Mono County to the list of counties who recognize our correctional officers as "Correctional Deputies" under Penal Code section 830.1(c).

We understand such a change would require legislation modifying that section to include Mono County.

We also understand and agree that the new classification of Mono County Correctional Deputy will continue to belong to their own bargaining entity the Mono County Public Safety Officers Association (MCPSOA), and this designation will in no way affect any association contracts in place with the County of Mono by the MCPSOA, or the MCDSA.

This change will continue to allow the Sheriff more flexibility in the staff assignments within the correctional operations of the Mono County Sheriff's Office.

Thank you,

A handwritten signature in black ink, appearing to read "AT", followed by the date "5/8/2020".

Art Torres  
President, MCDSA  
atorres@monosheriff.org

A handwritten signature in black ink, appearing to read "M-H", followed by a stylized flourish.

Magdaleno Hernandez  
Vice President, MCDSA  
mhernandez@monosheriff.org





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 19, 2020

**Departments: Behavioral Health**

**TIME REQUIRED**

**SUBJECT** Substance Abuse Block Grant  
Contract Amendment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed amendment to the Substance Abuse Block Grant (SABG) contract, which is a federal award within the meaning of Title 45, Code of Federal Regulations, Part 75. The contract is a sub-award of the federal award to the California Department of Health Care Services (DHCS).

**RECOMMENDED ACTION:**

Approve proposed contract amendment and authorize Robin Roberts to sign the amendment on behalf of the County.

**FISCAL IMPACT:**

This contract amendment increases Mono County's SABG funding by \$1,516 for a total of \$1,264,319 over the term of the contract (July 1, 2017 to June 30, 2020).

**CONTACT NAME:** Robin Roberts

**PHONE/EMAIL:** 760-924-1740 / rroberts@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<b>Click to download</b>
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Standard Agreement Amendment</a>
<input type="checkbox"/> <a href="#">Contractor Certification Clause</a>
<input type="checkbox"/> <a href="#">CA Civil Rights Laws Certification</a>
<input type="checkbox"/> <a href="#">Exhibit A, Attachment 1 A2 Program Specifics</a>
<input type="checkbox"/> <a href="#">Exhibit B A2 Budget Detail &amp; Payment Provisions</a>
<input type="checkbox"/> <a href="#">Exhibit B Attachment 1 A2 Funding Amounts</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/15/2020 7:43 AM	County Administrative Office	Yes
5/12/2020 3:36 PM	County Counsel	Yes
5/14/2020 10:55 AM	Finance	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

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**COUNTY OF MONO**

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

TO: Mono County Board of Supervisors  
FROM: Robin K. Roberts, Behavioral Health Director  
DATE: April 27, 2020

**SUBJECT:**

Approve Substance Abuse Block Grant Contract Amendment between Mono County Behavioral Health and the California Department of Health Care Services.

**RECOMMENDATION:**

Approve entry into proposed contract with amendment and authorize Behavioral Health Director to execute said contract on behalf of the County.

**DISCUSSION:**

The California Department of Health Care Services (DHCS) administers the Substance Abuse Block Grant (SABG), which is a federal award within the meaning of Title 45, Code of Federal Regulations, Part 75. This contract is a subaward of the federal award to DHCS.

The term of this contract is from July 1, 2017 to June 30, 2020.

These funds are used by Mono County Behavioral Health to provide substance use disorders treatment and prevention

**FISCAL IMPACT:**

This contract amendment increases Mono County's SABG funding by \$1,516 for a total of \$1,264,319 over the term of the contract (July 1, 2017 to June 30, 2020).

**SUBMITTED BY:**

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

STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**  
 STD. 213A\_DHCS (Rev. 04/19)

Check here if additional pages are added: 68 Page(s)

Agreement Number <b>17-94143</b>	Amendment Number <b>A02</b>
Registration Number:	



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

State Agency's Name <b>Department of Health Care Services</b>	(Also known as DHCS, CDHS, DHS or the State)
Contractor's Name <b>County of Mono</b>	(Also referred to as Contractor)
2. The term of this Agreement is: **July 1, 2017**  
through **June 30, 2020**
3. The maximum amount of this **\$ 1,264,319**  
Agreement after this amendment is: **One Million, Two Hundred Sixty-Four Thousand, Three Hundred Nineteen Dollars**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
  - I. The effective date of this amendment is the date approved by DHCS.
  - II. **Purpose of amendment:** This amendment modifies the terms and conditions as outlined in the original contract and increases budget year 3.
  - III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).
  - IV. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by \$1,516 and is amended to read: ~~\$1,262,803 (One Million, Two Hundred Sixty-Two Thousand, Eight Hundred Three Dollars).~~ **\$1,264,319 (One Million, Two Hundred Sixty-Four Thousand, Three Hundred Nineteen Dollars).**

→ (Continued on next page)

All other terms and conditions shall remain the same.

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

<b>CONTRACTOR</b>		<b>CALIFORNIA</b> Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) <b>County of Mono</b>		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing <b>Robin K. Roberts, MFT, Director Mono County Behavioral Health</b>		
Address <b>PO Box 2619 Mammoth Lakes, CA 93546</b>		
<b>STATE OF CALIFORNIA</b>		
Agency Name <b>Department of Health Care Services</b>		<input type="checkbox"/> Exempt per: <b>W&amp;I Code 14087.4</b>
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing <b>Carrie Talbot, SSMI, Contracts Section</b>		
Address <b>1000 G Street, 4<sup>th</sup> Floor, MS 4200, P.O. Box 997413, Sacramento, CA 95899-7413</b>		

- V. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:
- Exhibit A, Attachment I A2 – Program Specifications (25 pages)
- All references to Exhibit A, Attachment I A1 – Program Specifications, in any exhibit incorporated into this agreement, shall hereinafter be deemed to read Exhibit A, Attachment I A2 – Program Specifications. Exhibit A, Attachment 1 A1 – Program Specifications is hereby replaced in its entirety by the revised exhibit.
- VI. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:
- Exhibit B A2 – Budget Detail and Payment Provisions (14 pages)
- All references to Exhibit B A1– Budget Detail and Payment Provisions, in any exhibit incorporated into this agreement, shall hereinafter be deemed to read Exhibit B A2 – Budget Detail and Payment Provisions. Exhibit B A1– Budget Detail and Payment Provisions is hereby replaced in its entirety by the revised exhibit.
- VII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:
- Exhibit B, Attachment I A2 – Funding Amounts (1 page)
- All references to Exhibit B Attachment I A1– Funding Amounts, in any exhibit incorporated into this agreement, shall hereinafter be deemed to read Exhibit B Attachment I A2 – Funding Amounts. Exhibit B Attachment I A1 – Funding Amounts is hereby replaced in its entirety by the attached revised exhibit.
- VIII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:
- Exhibit D(F) – Special Terms and Conditions (27 pages)
- All references to Exhibit D(F) – Special Terms and Conditions (rev 8/17) in any exhibit incorporated into this agreement shall herein after be deemed to read Exhibit D(F) – Special Terms and Conditions (rev 03/19). Exhibit D(F) – Special Terms and Conditions is hereby replaced in its entirety by the attached revised exhibit with the revision date of 3/19.
- IX. All other terms and conditions shall remain the same.

# Contractor Certification Clause

CCC 04/2017

## CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

## CONTRACTOR CERTIFICATION CLAUSES

### STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

### DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
  1. the dangers of drug abuse in the workplace;
  2. the person's or organization's policy of maintaining a drug-free workplace;
  3. any available counseling, rehabilitation and employee assistance programs; and,

4. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free policy statement; and,
  2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

#### NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

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

#### CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

#### EXPATRIATE CORPORATIONS:

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

#### SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

#### DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

#### GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

#### CONFLICT OF INTEREST:

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

- a) Current State Employees (PCC 10410):
  1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
  2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- b) Former State Employees (PCC 10411):
  1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-



making process relevant to the contract while employed in any capacity by any state agency.

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

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

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

#### LABOR CODE/WORKERS' COMPENSATION:

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

#### AMERICANS WITH DISABILITIES ACT:

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

#### CONTRACTOR NAME CHANGE:

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

#### CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

#### RESOLUTION:

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

#### AIR OR WATER POLLUTION VIOLATION:

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

#### PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

## CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
  
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

### CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  <i>Proposer/Bidder Firm Name (Printed)</i>  County of Mono	<i>Federal ID Number</i>  95-6005661
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>  Robin K. Roberts, MFT, Director Mono County Behavioral Health	
<i>Date Executed</i>	<i>Executed in the County and State of</i>  Mono, California

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**Part I - Substance Use Disorder Prevention and Treatment Block Grant Services**

**Section 1 - Formation and Purpose**

A. Authority

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

B. Federal Award Subrecipient

1. The Substance Abuse Prevention and Treatment Block Grant (SABG) is a federal award within the meaning of Title 45, Code of Federal Regulations (CFR), Part 75. This Contract is a subaward of the federal award to DHCS.
2. Contractor is a subrecipient and subject to all applicable administrative requirements, cost principles, and audit requirements that govern federal monies associated with the SABG set forth in the Uniform Guidance 2 CFR Part 200, as codified by the U.S. Department of Health and Human Services (HHS) at 45 CFR Part 75.
3. As a subrecipient, the Contractor shall:
  - a) Maintain effective internal control over the SABG funds.
  - b) Comply with federal statutes, regulations, including 45 CFR Part 75, and terms and conditions of the SABG grant.
  - c) Evaluate and monitor its activities and the activities of all subcontractors for compliance with applicable statutes, regulations, and terms and conditions of the subaward.
  - d) Address any instances of noncompliance promptly, including noncompliance identified in audit findings.
4. The Contractor shall disclose, in writing to DHCS, any potential conflict of interest in accordance with HHS' grant policy.  
(<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsqps107.pdf>).

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5. The Contractor shall timely disclose, in writing to DHCS, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant. If the Contractor fails to make a required disclosure, DHCS may seek those remedies described in 45 CFR Section 75.371.
6. The Contractor shall have a single audit performed in accordance with the audit requirements set forth in 45 CFR Part 75, Subpart F.

**C. Control Requirements**

1. Performance under the terms of this Exhibit A, Attachment I, Part I, is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol SABG allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its subcontractors to establish, written policies and procedures consistent with the control requirements set forth below; (ii) monitor for compliance with the written procedures; and (iii) be accountable for audit exceptions taken by DHCS against the Contractor and its subcontractors for any failure to comply with these requirements:
  - a) HSC, Division 10.5, Part 2 commencing with Section 11760.
  - b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000.
  - c) Government Code, Title 2, Division 4, Part 2, Chapter 2, Article 1.7.
  - d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130.
  - e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-64 through 66.
  - f) Title 2, CFR 200 -The Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards.
  - g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137.
  - h) Title 42, CFR, Sections 8.1 through 8.6.
  - i) Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

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- j) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.
- k) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

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

- 2. The provisions of this Exhibit A, Attachment I, Part I, are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Contract.
- 3. Contractor shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of SABG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.
- 4. Driving-Under-the-Influence Program Requirements (Documents 1C) contains additional requirements that shall be adhered to by the Contractor.
- 5. Contractor and all its subcontractors shall comply with the Minimum Quality Drug Treatment Standards for SABG for all Substance Use Disorder (SUD) treatment programs either partially or fully funded by SABG. The Minimum Quality Drug Treatment Standards for SABG are attached to this Contract as Document 2F(b), incorporated by reference. The incorporation of any new Minimum Quality Drug Treatment Standards into this Contract shall not require a formal amendment.

**Section 2 – General Provisions**

**A. Restrictions on Salaries**

Contractor agrees that no part of any federal funds provided under this Contract shall be used by the Contractor or its subcontractors to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule. Salary and wages schedules may be found at [https://grants.nih.gov/grants/policy/salcap\\_summary.htm](https://grants.nih.gov/grants/policy/salcap_summary.htm). SABG funds used to pay a salary in excess of the rate of basic pay for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SABG funds (Reference: Terms and Conditions of the SABG award).

**B. Primary Prevention**

- 1. The SABG regulation defines "Primary Prevention Programs" as those programs "directed at individuals who have not been determined to require treatment for substance abuse" (45 CFR 96.121), and "a comprehensive prevention program

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which includes a broad array of prevention strategies directed at individuals not identified to be in need of better treatment” (45 CFR 96.125). Primary prevention includes strategies, programs, and initiatives which reduce both direct and indirect adverse personal, social, health, and economic consequences resulting from problematic Alcohol and Other Drug (AOD) availability, manufacture, distribution, promotion, sales, and use. The desired result of primary prevention is to promote safe and healthy behaviors and environments for individuals, families, and communities. The Contractor shall expend not less than its allocated amount of the SABG Primary Prevention Set-Aside funds on primary prevention as described in the SABG requirements (45 CFR 96.124).

2. Contractor is required to have a current and DHCS approved County Strategic Prevention Plan (SPP). The SPP must demonstrate that the County utilized the Substance Abuse and Mental Health Services Administration’s Strategic Prevention Framework (SPF) in developing the plan as described at <http://www.samhsa.gov/capt/applying-strategic-prevention-framework>. DHCS will only approve SPP’s that demonstrate that the Contractor utilized the SPF. Contractor shall:
  - a) Follow DHCS guidelines provided in the SPP Workbook for Counties utilizing the SPF ([http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/SPP\\_Workbook.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/SPP_Workbook.pdf)).
  - b) Begin preparing a new SPP by October 1 of the year prior to the expiration date of the current SPP.
  - c) Submit a timeline, no later than October 1 of the year prior to the expiration date of the current SPP, for approval to DHCS Prevention Analyst that includes proposed dates for submitting each chapter of the SPP (outlined in the SPP Workbook).
  - d) Submit drafts of each SPP chapter to DHCS Prevention Analyst for review and approval according to the approved timeline.
  - e) Submit a completed draft of the SPP to DHCS Prevention Analyst no later than May 31<sup>st</sup> that includes the previously approved chapters for final review and approval.
  - f) Provide an electronic copy of the final SPP to DHCS Prevention Analyst within 10 business days of approval and input planning data from the approved SPP into the Primary Prevention Substance Use Disorder Data Service (PPSDS) according to the PPSDS Data Quality Standards (<http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disord>

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[er-PPFD/PPSDS Data Quality Standards.pdf](#)).

C. Friday Night Live

Contractors and subcontractors receiving SABG Friday Night Live (FNL) funding must:

1. Engage in programming that meets the FNL Youth Development Standards of Practice, Operating Principles and Core Components outlined at <http://fridaynightlive.org/about-us/cfnlp-overview/>.
2. Use the prevention data collection and reporting service for all FNL reporting including profiles and chapter activity.
3. Follow the FNL Data Entry Instructions for the PPSDS as provided by DHCS.
4. Meet the Member in Good Standing (MIGS) requirements, as determined by DHCS in conjunction with the California Friday Night Live Collaborative and the California Friday Night Live Partnership. Contractors that do not meet the MIGS requirements shall obtain technical assistance and training services from the California Friday Night Live Partnership and develop a technical assistance plan detailing how the Contractor intends to ensure satisfaction of the MIGS requirements for the next review.

D. Perinatal Practice Guidelines

Contractor shall comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The Perinatal Practice Guidelines FY 2018-19 are attached to this Contract as Document 1G, incorporated by reference. The Contractor shall comply with the current version of these guidelines until new Perinatal Practice Guidelines are established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Contract shall not require a formal amendment. Contractor receiving SABG funds must adhere to the Perinatal Practice Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

- E. Funds identified in this Contract shall be used exclusively for county alcohol and drug abuse services to the extent activities meet the requirements for receipt of federal block grant funds for prevention and treatment of substance abuse described in subchapter XVII of Chapter 6A of Title 42, the USC.
- F. Room and Board for Transitional Housing, Recovery Residences, and Drug Medi-Cal Organized Delivery System (DMC-ODS) Residential Treatment
1. Contractor may use SABG discretionary funds, or SABG perinatal funds (for perinatal beneficiaries only), to cover the cost of room and board of residents in



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short term (up to 24 months) transitional housing and recovery residences. SABG discretionary funds, or SABG perinatal funds (for perinatal beneficiaries only), may also be used to cover the cost of room and board of residents in DMC-ODS residential treatment facilities. For specific guidelines on the use of SABG funds for room and board, please refer to the SABG Policy Manual.

**G. Restrictions on Use of SABG Funds to Pay for Services Reimbursable by Medi-Cal**

1. Contractor shall not utilize SABG funds to pay for a service that is reimbursable by Medi-Cal.
2. The Contractor may utilize SABG funds to pay for a service included in the California State Plan or the Drug Medi-Cal Organized Delivery System (DMC-ODS), but which is not reimbursable by Medi-Cal.
3. If the Contractor utilizes SABG funds to pay for a service that is included in the California State Plan or the DMC-ODS, the Contractor shall maintain documentation sufficient to demonstrate that Medi-Cal reimbursement was not available.

**Section 3 - Performance Provisions**

**A. Monitoring**

1. Contractor's performance under this Exhibit A, Attachment I, Part I, shall be monitored by DHCS during the term of this Contract. Monitoring criteria shall include, but not be limited to:
  - a) Whether the quantity of work or services being performed conforms to Exhibit B.
  - b) Whether the Contractor has established and is monitoring appropriate quality standards.
  - c) Whether the Contractor is abiding by all the terms and requirements of this Contract.
  - d) Whether the Contractor is abiding by the terms of the Perinatal Practice Guidelines (Document 1G).
  - e) Whether the Contractor conducted annual onsite monitoring reviews of services and subcontracted services for programmatic and fiscal requirements. Contractor shall submit copy of its monitoring and audit reports to DHCS within two weeks of issuance. Reports shall be sent by secure, encrypted e-mail to:

[SUDCountyReports@dhcs.ca.gov](mailto:SUDCountyReports@dhcs.ca.gov) or

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Substance Use Disorder – Program, Policy, and Fiscal Division  
Performance and Integrity Branch  
Department of Health Care Services  
PO Box 997413, MS-2627  
Sacramento, CA 95899-7413

2. Failure to comply with the above provisions shall constitute grounds for DHCS to suspend or recover payments, subject to the Contractor's right of appeal, or may result in termination of the Contract, or both.

**B. Performance Requirements**

1. Contractor shall provide services based on funding set forth in Exhibit B, Attachment I and under the terms of this Contract.
2. Contractor shall provide services to all eligible persons in accordance with federal and state statutes and regulations. Contractor shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:
  - a) Lack of educational materials or other resources for the provision of services.
  - b) Geographic isolation and transportation needs of persons seeking services or remoteness of services.
  - c) Institutional, cultural, and/or ethnicity barriers.
  - d) Language differences.
  - e) Lack of service advocates.
  - f) Failure to survey or otherwise identify the barriers to service accessibility.
  - g) Needs of persons with a disability.
3. Contractor shall comply with any additional requirements of the documents that have been incorporated herein by reference, including, but not limited to, those on the ~~“List of Exhibit A, Attachment I “Documents Incorporated by Reference,” for Fiscal Year 2017-18”~~ which is attached to this Exhibit, ~~A, Attachment I.~~
4. The funds described in Exhibit A, Attachment I shall be used exclusively for providing alcohol and/or drug program services.
5. DHCS shall issue a report to Contractor after conducting monitoring, utilization, or

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auditing reviews of the county or county subcontracted providers. When the DHCS report identifies non-compliant services or processes, it shall require a Corrective Action Plan (CAP). The Contractor in coordination with its subcontracted provider shall submit a CAP to DHCS within the designated timeframe specified by DHCS. The CAP shall be sent by secure, encrypted e-mail to: [SUDCountyReports@dhcs.ca.gov](mailto:SUDCountyReports@dhcs.ca.gov) or

Substance Use Disorder - Program, Policy, and Fiscal Division  
Performance and Integrity Branch  
Department of Health Care Services  
PO Box 997413, MS-2621  
Sacramento, CA 95899-7413

6. The CAP shall:
  - a) Restate each deficiency.
  - b) List all of actions to be taken to correct each deficiency.
  - c) Identify the date by which each deficiency shall be corrected.
  - d) Identify the individual who will be responsible for correction and ongoing compliance.
7. DHCS will provide written approval of the CAP to the Contractor within 30 calendar days. If DHCS does not approve the CAP submitted by the Contractor, DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a new deadline for submission.
8. If the Contractor does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds until the Contractor is in compliance. DHCS shall inform the Contractor when funds will be withheld.

**C. Sub-recipient Pre-Award Risk Assessment**

Contractor shall comply with the sub-recipient pre-award risk assessment requirements contained in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. Contractor shall review the merit and risk associated with all potential subcontractors annually prior to making an award.

Contractor shall perform and document annual sub-recipient pre-award risk assessments for each subcontractor and retain documentation for audit purposes.

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**Section 4 - Investigations and Confidentiality of Administrative Actions**

- A. Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.

**Part II – General**

- A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

- B. Hatch Act

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

- C. No Unlawful Use or Unlawful Use Messages Regarding Drugs

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

- D. Noncompliance with Reporting Requirements

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

- E. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

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

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**F. Debarment and Suspension**

Contractor shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or

otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

If a Contractor subcontracts or employs an excluded party DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

**G. Restriction on Distribution of Sterile Needles**

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

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

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

**1. Trading Partner Requirements**

- a) No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).
- b) No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

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- c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 CFR 162.915 (c)).
- d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

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

3. Adequate Testing

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

4. Deficiencies

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

5. Code Set Retention

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

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete,

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and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

**I. Nondiscrimination and Institutional Safeguards for Religious Providers**

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

**J. Counselor Certification**

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

**K. Cultural and Linguistic Proficiency**

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

**L. Intravenous Drug Use (IVDU) Treatment**

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

**M. Tuberculosis Treatment**

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

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

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N. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239.

O. Tribal Communities and Organizations

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

P. Participation of County Behavioral Health Director's Association of California.

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Q. Youth Treatment Guidelines

Contractor must comply with the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this Contract.

R. Perinatal Practice Guidelines

Contractor must comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The Perinatal Practice Guidelines are attached to this contract as Document 1G, incorporated by reference. The Contractor must comply with the current version of these guidelines until new Perinatal Practice Guidelines are



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established and adopted. The incorporation of any new Perinatal Practice Guidelines into this Contract shall not require a formal amendment.

Contractor receiving SABG funds must adhere to the Perinatal Practice Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

S. Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

T. Nondiscrimination in Employment and Services

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

U. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

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8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

V. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

W. Additional Contract Restrictions

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

X. Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access

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to materials that explain services available to the public as well as providing language interpretation services.

2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

Y. Subcontract Provisions

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

**Part III – Reporting Requirements**

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

A. The Contractor shall complete the following:

1. Quarterly Federal Financial Management Report (QFFMR)
  - a) The Contractor shall submit the QFFMR Form 5089 located: [http://www.dhcs.ca.gov/provgovpart/Pages/SUD\\_Forms.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx). The Contractor shall submit the QFFMR describing the preceding quarter's SABG expenditure by March 1, June 1, September 1, and December 1 of each year.
2. SABG Quarterly Ledger Detail
  - a) The Contractor shall submit Form 5117 located: [http://www.dhcs.ca.gov/provgovpart/Pages/SUD\\_Forms.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx). This form shall serve as backup detail for the QFFMR. The Contractor shall submit Form 5117 by March 1, June 1, September 1, and December 1 of each year.
3. Budget Plan Report
  - a) The Contractor shall submit Form 5116 located:

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[http://www.dhcs.ca.gov/provgovpart/Pages/SUD\\_Forms.aspx](http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx). This form shall set forth the budget for all funds from all sources that the Contractor intends to use to provide alcohol and other drug abuse services. The Contractor shall submit the form annually by May 15.

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

The CalOMS-Tx business rules and requirements are:

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

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users, whether employed by the Contractor or its subcontractors, shall participate in CalOMS-Tx trainings prior to inputting data into the system.

8. Contractor shall implement and maintain a system that complies with the CalOMS-Tx data collection system requirement for electronic submission of CalOMS-Tx data.
9. Contractor shall meet the requirements as identified in Exhibit F, Privacy and Information Security Provisions, ~~and Exhibit F, Attachment I – Social Security Administration Agreement.~~

### C. Primary Prevention Substance Use Disorder Data Service

The Primary Prevention Substance Use Disorder Data Service (PPSDS) business rules and requirements are:

1. Contractors and/or subcontractors receiving SABG Primary Prevention Set-Aside funding shall input planning, service/activity and evaluation data into the service. When submitting data, Contractor shall comply with the PPSDS Data Quality Standards ([http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/PPSDS\\_Data\\_Quality\\_Standards.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/PPSDS_Data_Quality_Standards.pdf)).
2. Contractor shall report services/activities by the date of occurrence on an ongoing basis throughout each month. Contractor shall submit all data for each month no later than the 10<sup>th</sup> day of the following month.
3. Contractor shall review all data input into the prevention data collection service on a quarterly basis. Contractor shall verify that the data meets the PPSDS Data Quality Standards. Certification is due by the last day of the month following the end of the quarter.
4. If Contractor cannot meet the established due dates, a written request for an extension shall be submitted to DHCS Prevention Analyst 10 calendar days prior to the due date and must identify the proposed new due date. Note that extensions will only be granted due to system or service failure or other extraordinary circumstances.
5. In order to ensure that all persons responsible for prevention data entry have sufficient knowledge of the PPSDS Data Quality Standards, all new users of the service, whether employed by the Contractor or its subcontractors, shall participate in PPSDS training prior to inputting any data.

### D. System Failures and Contractor Obligations Regarding CalOMS-Tx and PPSDS Reporting Requirements

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1. If the Contractor experiences system or service failure or other extraordinary circumstances of CalOMS Tx that affects its ability to submit timely CalOMS-Tx data. Contractor shall report the problem in writing by secure, encrypted e-mail to DHCS at: [ITServiceDesk@dhcs.ca.gov](mailto:ITServiceDesk@dhcs.ca.gov).
  2. If the Contractor is unable to submit CalOMS Tx data due to system or service failure or other extraordinary circumstance, a written notice shall be submitted prior to the data submission deadline at: [SUDCalomssupport@dhcs.ca.gov](mailto:SUDCalomssupport@dhcs.ca.gov). The written notice shall include a remediation plan that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at the State's sole discretion, for the Contractor to resolve the problem before SABG payments are withheld.
  3. If the Contractor experiences system or service failure or other extraordinary circumstances of PPSDS that affects its ability to submit timely PPSDS data, the Contractor shall report the problem to the PPSDS Help Desk at (916) 552-8933 or [PrimaryPvSUDData@dhcs.ca.gov](mailto:PrimaryPvSUDData@dhcs.ca.gov).
  4. If the Contractor is unable to submit PPSDS data due to system or service failure or other extraordinary circumstance, a written notice shall be submitted to the assigned DHCS Prevention Analyst prior to the data submission deadline and must identify the proposed new due date.
  5. If DHCS experiences system or service failure, no penalties will be assessed to the Contractor for late data submission.
  6. Contractor shall comply with the treatment and prevention data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding SABG funds.
  7. If the Contractor submits data after the established deadlines, due to a delay or problem, Contractor is still responsible for collecting and reporting data from time of delay or problem.
- E. Drug and Alcohol Treatment Access Report (DATAR)

The DATAR business rules and requirements are:

1. The Contractor shall be responsible for ensuring that the Contractor-operated treatment services and all treatment providers, with whom Contractor makes a contract or otherwise pays for the services, submit a monthly DATAR report in an electronic copy format as provided by DHCS.
2. The Contractor shall ensure that treatment providers who reach or exceed 90

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percent of their dedicated capacity, report this information to [DHCSOWPS@dhcs.ca.gov](mailto:DHCSOWPS@dhcs.ca.gov) within seven days of reaching capacity.

3. The Contractor shall ensure that all DATAR reports are submitted by either Contractor-operated treatment services and by each subcontracted treatment provider to DHCS by the 10<sup>th</sup> of the month following the report activity month.
4. The Contractor shall ensure that all applicable providers are enrolled in DHCS' web-based DATARWeb program for submission of data, accessible on the DHCS website when executing the subcontract.
5. If the Contractor or its subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem in writing by secure, encrypted e-mail to DHCS at: [ITServiceDesk@dhcs.ca.gov](mailto:ITServiceDesk@dhcs.ca.gov) before the established data submission deadlines. The written notice shall include a CAP that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at DHCS' sole discretion, for the Contractor to resolve the problem before SABG payments are withheld pursuant to 45 CFR Section 75.371 and HSC Section 11817.8. (See Exhibit B, Part II, Section (2)(A)(6)).
6. If DHCS experiences system or service failure, no penalties will be assessed to Contractor for late data submission.
7. The Contractor shall be considered compliant if a minimum of 95% of required DATAR reports from the Contractor's treatment providers are received by the due date.

**F. Charitable Choice**

Contractor shall document the total number of referrals necessitated by religious objection to other alternative SUD providers. The Contractor shall annually submit this information to DHCS' Program Support and Grants Management Branch by e-mail at [CharitableChoice@dhcs.ca.gov](mailto:CharitableChoice@dhcs.ca.gov) by October 1<sup>st</sup>. The annual submission shall contain all substantive information required by DHCS and be formatted in a manner prescribed by DHCS.

**G. Master Provider File (MPF) Documentation Requirements**

The Department shall generate a County MPF Report for the Contractor on the last day of each month and shall send the report to the Contractor. The Contractor shall review the County MPF Report and confirm whether the information, including the contract

status and identification information for each provider listed in the County MPF Report,

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is accurate and up to date.

If any information contained in the County MPF Report is inaccurate or has changed, Contractor shall send a written notification to the MPF mailbox at: [DHCSMPF@dhcs.ca.gov](mailto:DHCSMPF@dhcs.ca.gov) within five business days of the Department's issuance of the County MPF report. If a Non-DMC provider's information is not accurate or has changed, the Contractor shall submit the "Existing Provider Information Update/Change Form" to the MPF mailbox at: [DHCSMPF@dhcs.ca.gov](mailto:DHCSMPF@dhcs.ca.gov) within five business days of the Department's issuance of the County MPF report. If the contract status has changed for either a DMC or Non-DMC provider, the Contractor shall submit the "Existing Provider Information Update/Change Form" to the MPF mailbox at: [DHCSMPF@dhcs.ca.gov](mailto:DHCSMPF@dhcs.ca.gov) within five business days of the Department's issuance of the County MPF report. Specific types of changes and/or inaccuracies include, but are not limited to, a change in an existing provider's contract status with the County, a change in scope of services, remodeling of the provider's facility, relocation or facility expansion, or closing of a facility site.

When establishing a new subcontractor relationship, the Contractor shall submit the "New Provider Information Form (Non-DMC) Form" to request a new record be created in the MPF database to identify the new subcontractor. A new CalOMS Data Reporting Number (DRN) will be assigned to the facility. The Contractor's obligation to review the accuracy of the records of their sub-contracted provider(s) extends to all county and out-of-county SUD providers, regardless of the funding source or DHCS licensing and/or certification status.

All SUD Provider Information forms can be requested from the MPF Team through the electronic mail address: [DHCSMPF@dhcs.ca.gov](mailto:DHCSMPF@dhcs.ca.gov)

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

1. A Notice of Deficiency (Deficiencies) issued to Contractor regarding specified providers with a deadline to submit the required data and a request for a CAP to ensure timely reporting in the future. DHCS will approve or reject the CAP or request revisions to the CAP, which shall be resubmitted to the DHCS within 30 days.
2. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then DHCS shall withhold funds until all data is submitted. DHCS shall inform the Contractor when funds will be withheld.



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**Part IV – Definitions**

**Section 1 - General Definitions**

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

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

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resolution process, county owned or operated or contract hospitals, and any other central access locations established by the county.

- K. **"Maximum Payable"** means the encumbered amount reflected on the Standard Agreement of this Contract and supported by Exhibit B, Attachment I.
- L. **"Modality"** means those necessary overall general service activities to provide substance use disorder services as described in Division 10.5 of the HSC.
- M. **"SABG Amount"** means the contracted amount of SABG funds for services agreed to by DHCS and the Contractor.
- N. **"Performance"** means providing the dedicated capacity in accordance with Exhibit B, Attachment I, and abiding by the terms of this Exhibit, including all applicable state and federal statutes, regulations, and standards, including Alcohol and/or Other Drug Certification Standards (Document 1P), in expending funds for the provision of substance use disorder services hereunder.
- O. **"Preliminary Settlement"** means the settlement of only SABG funding for counties that do include DMC funding.
- P. **"Revenue"** means Contractor's income from sources other than DHCS allocation.
- Q. **"Room and board"** means payment of the cost of the lodging (or a room) and food.
- R. **"Service Area"** means the geographical area under Contractor's jurisdiction.
- S. **"Service Element"** is the specific type of service performed within the more general service modalities. A list of the service modalities and service elements and service elements codes is incorporated into this Contract as Document 1H(a) "Service Code Descriptions".
- T. **"State"** means the Department of Health Care Services or DHCS.
- U. **"Sub-recipient Pre-Award Risk Assessment"** means the Contractor's responsibility to review the merit and risk associated with all potential grant recipients prior to making an award as described in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, commonly referred to as the Uniform Guidance.
- V. **"Utilization"** means the total actual units of service used by clients and participants further defined as the count of persons with initial admissions and subsequent admission(s) to an episode of care.

**Exhibit A, Attachment I A2  
Program Specifications**

**DOCUMENTS INCORPORATED BY REFERENCE**

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

**All SABG documents incorporated by reference into this contract may not be physically attached to the contract, but can be found at DHCS' website:**

**<https://www.dhcs.ca.gov/provgovpart/Pages/SAPT-Block-Grant-Contracts.aspx>**

Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Prevention and Treatment Block Grant Requirements

<https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol1/CFR-2005-title45-vol1-part96>

Document 1B: Title 42, Code of Federal Regulations, Charitable Choice Regulations

<https://www.law.cornell.edu/cfr/text/42/part-54>

Document 1C: Driving-Under-the-Influence Program Requirements

Document 1F(a): Reporting Requirement Matrix - County Submission Requirements for the Department of Health Care Services

Document 1G: Perinatal Practice Guidelines FY 2018-19

[https://www.dhcs.ca.gov/individuals/Documents/Perinatal\\_Practice\\_Guidelines\\_FY1819.pdf](https://www.dhcs.ca.gov/individuals/Documents/Perinatal_Practice_Guidelines_FY1819.pdf)

Document 1K: Drug and Alcohol Treatment Access Report (DATAR) User Manual

<http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx>

Document 1P: Alcohol and/or Other Drug Program Certification Standards (May 1, 2017)

[http://www.dhcs.ca.gov/Documents/DHCS\\_AOD\\_Certification\\_Standards.pdf](http://www.dhcs.ca.gov/Documents/DHCS_AOD_Certification_Standards.pdf)

Document 1V: Youth Treatment Guidelines

[http://www.dhcs.ca.gov/individuals/Documents/Youth\\_Treatment\\_Guidelines.pdf](http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf)

**Exhibit A, Attachment I A2  
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- Document 2F(b): Minimum Quality Drug Treatment Standards for SABG
- Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement
- Document 3G: California Code of Regulations, Title 9 - Rehabilitation and Developmental Services, Division 4 - Department of Alcohol and Drug Programs, Chapter 4 - Narcotic Treatment Programs  
<https://govt.westlaw.com/calregs/Search/Index>
- Document 3H: California Code of Regulations, Title 9 - Rehabilitation and Developmental Services, Division 4 - Department of Alcohol and Drug Programs, Chapter 8 - Certification of Alcohol and Other Drug Counselors  
<https://govt.westlaw.com/calregs/Search/Index>
- Document 3J: CalOMS Treatment Data Collection Guide  
[http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS\\_Tx\\_Data\\_Collection\\_Guide\\_JAN%202014.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf)
- Document 3S: CalOMS Treatment Data Compliance Standards  
[http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS\\_data\\_cmpliance%20standards%202014.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_data_cmpliance%20standards%202014.pdf)
- Document 3T: Non-Drug Medi-Cal and Drug Medi-Cal DHCS Local Assistance Funding Matrix
- Document 3T(a): SAPT Authorized and Restricted Expenditures Information (April 2017)
- Document 3V : Culturally and Linguistically Appropriate Services (CLAS) National Standards  
<https://www.minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>
- Document 5A : Confidentiality Agreement

**Exhibit B A2**  
Budget Detail and Payment Provisions

**Part I – General Fiscal Provisions**

**Section 1 – General Fiscal Provisions**

A. Fiscal Provisions

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

B. Funding Authorization

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

C. Availability of Funds

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

D. Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.

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

E. Expense Allowability / Fiscal Documentation

1. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.

**Exhibit B A2**  
Budget Detail and Payment Provisions

2. Contractor shall maintain for review, audit, and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this Contract to permit a determination of expense allowability.
  3. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles, and generally accepted governmental audit standards, all questionable costs may be disallowed and payment may be withheld by DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
  4. Costs and/or expenses deemed unallowable shall not be reimbursed or, if mistakenly reimbursed, those costs and/or expenses shall be subject to recovery by DHCS pursuant to HSC Code 11817.8(e).
- F. Maintenance of Effort for the Substance Abuse Prevention and Treatment Block Grant
1. Notwithstanding any other provision in this Contract, the Director of DHCS may reduce federal funding allocations, on a dollar-for-dollar basis, to a county that has reduced or anticipates reduced expenditures in a way that would result in a decrease in California's receipt of Federal Substance Abuse Prevention and Treatment Block Grant (SABG) funds (42 United States Code (U.S.C.) Sect 300x-30).
  2. Prior to making any reductions pursuant to this subdivision, the Director shall notify all counties that county underspending will reduce the Federal SABG Maintenance Of Effort (MOE). Upon receipt of notification, a county may submit a revision to the county budget initially submitted pursuant to HSC Section 11798 subdivision(a) in an effort to maintain the statewide SABG MOE.
  3. Pursuant to HSC Section 11814(d)(3), a county shall notify DHCS in writing of proposed local changes to the county's expenditure of funds. DHCS shall review and may approve the proposed local changes depending on the level of expenditures needed to maintain DHCS wide SABG MOE.
- G. SABG Primary Prevention Services Expenditure Requirement

Pursuant to Title 42, U.S.C. Section 300x-22(a), the Contractor shall expend a minimum of 20 percent of SABG funds for primary prevention services. The Contractor shall expend primary prevention funds for strategies, programs, and services directed at individuals who have not been determined to require treatment for a substance use disorder. These programs shall educate and counsel individuals on substance abuse and provide for activities to reduce the risk of such abuse by the individuals. The Contractor shall give priority to programs for populations that are at risk of developing a

**Exhibit B A2**  
Budget Detail and Payment Provisions

pattern of substance abuse and ensure that those programs develop community-based prevention strategies.

H. SABG Women Services Expenditure Requirement

Pursuant to Title 42, U.S.C. 5 Section 300x-22(b) and 45 Code of Federal Regulations (CFR) 96.124(c), for each state fiscal year (SFY) the Contractor shall expend an amount of SABG funds not less than the amount expended by the Contractor in fiscal year 1994 on perinatal services, pregnant women, and women with dependent children. The Contractor shall expend that percentage either by establishing new programs or expanding the capacity of existing programs in the manner described in Exhibit G of the annual SABG allocation, "County Share of SABG Women Services Expenditure Requirements" (found at [http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/11-Exhibit\\_G.pdf](http://www.dhcs.ca.gov/formsandpubs/Documents/Info%20Notice%202015/11-Exhibit_G.pdf)).

**Section 2 – General Fiscal Provisions – SABG**

A. Revenue Collection

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

B. Cost Efficiencies

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

**Exhibit B A2**  
Budget Detail and Payment Provisions

**Part II – Reimbursements**

**Section 1 - General Reimbursement**

A. Prompt Payment Clause

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

B. Amounts Payable

1. The amount payable under this Contract shall not exceed the amount identified on the State of California Standard Agreement form STD 213 DHCS.
2. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
3. The funds identified for the fiscal years covered by this Section, within this Exhibit, are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. The amount of funds available for expenditure by the Contractor shall be limited to the amount identified in the final allocations issued by DHCS for that fiscal year or the SABG amount, whichever is less. Changes to allocated funds will require a written amendment to the Contract.
4. For each fiscal year, DHCS may settle costs for services based on the year-end cost settlement report. The year-end cost settlement shall be the final amendment for the state fiscal year.

**Section 2 - Substance Abuse Prevention and Treatment Block Grant (SABG)**

A. Amounts Payable for SABG

1. DHCS shall reimburse the Contractor in arrears based upon quarterly invoicing.
2. Quarterly Invoicing-Quarterly Federal Financial Management Report (QFFMR)
  - a) The Contractor shall complete QFFMRs as prescribed in Exhibit A, Attachment I, Part III, Section A, Subsection 1. These quarterly QFFMRs serve as expenditure reports and invoices for payment. The Contractor shall incur expenditures before receiving payment from its allocation.



**Exhibit B A2**  
Budget Detail and Payment Provisions

- b) The Contractor shall submit the QFFMR describing the preceding quarter's SABG expenditure by March 1, June 1, September 1, and December 1 of each year.
  - c) DHCS shall review QFFMR reports to ensure that costs are reasonable and do not exceed the Contractor's allocation. Inaccuracies in the report shall be resolved by the Contractor prior to receiving payment.
3. Pursuant to 45 CFR Section 75.371 and HSC Section 11817.8, DHCS may withhold SABG payments if the Contractor fails to:
- a) Submit any forms and reports to DHCS by each due date, including but not limited to, forms required pursuant to Exhibit A, Attachment I, Part III.
  - b) Submit a Contract amendment within 90 days from issuance from DHCS to the Contractor.
  - c) Submit monitoring reports and attest to the completion of CAPs or services provided pursuant to this Contract.
  - d) Monitor its subcontractors pursuant to Exhibit A, Attachment I, Part I.
4. In the event DHCS withholds SABG payment, the Contractor's payment shall commence with the next scheduled payment following DHCS' receipt and acceptance of complete and accurate reports, data, or executed Contract. The payment shall include any funds withheld pursuant to Section 2(A)(5).
5. Adjustments may be made to the total Contract amount and funds may be withheld from payments otherwise due to the Contractor hereunder, for nonperformance to the extent that nonperformance involves fraud, abuse, or failure to achieve the objectives of the provisions of Exhibit A, Attachment I, Part I.

**B. Payment Provisions**

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

- C. In the event of a Contract amendment, as required by the preceding paragraph, the Contractor shall submit to DHCS the information identified in Exhibit E, Section (1)(B).

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Budget Detail and Payment Provisions

To the extent the Contractor is notified of the State Budget Act allocation prior to the execution of the Contract, DHCS and the Contractor may agree to amend the Contract after the issuance of the first Budget Act allocation.

D. Accrual of Interest

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

E. Expenditure Period

SABG funds are allocated based upon the Federal Grant award period. These funds must be expended for activities authorized pursuant to 42 USC Sections 300x-21 through 300x-66, and Title 45 CFR 96.120 et seq., within the availability period of the grant award. Any SABG funds that have not been expended by the Contractor at the end of the expenditure period identified below shall be returned to DHCS for subsequent return to the Federal Government.

1. The expenditure period of the FFY 2015 award is October 1, 2014 through June 30, 2016.
2. The expenditure period of the FFY 2016 award is October 1, 2015 through June 30, 2017.
3. The expenditure period of the FFY 2017 award is October 1, 2016 through June 30, 2018.
4. The expenditure period of the FFY 2018 award is October 1, 2017 through June 30, 2019.
5. The expenditure period of the FFY 2019 award is October 1, 2018 through June 30, 2020.

F. Contractors receiving SABG funds shall comply with the financial management standards contained in 45 CFR Sections 75.302(b)(1) through (6), and 45 CFR Section 96.30.

G. Non-profit subcontractors receiving SABG funds shall comply with the financial management standards contained in 45 CFR Section 75.302(b)(1) through (4) and (b)(7), and 45 CFR Section 96.30.

H. Contractors receiving SABG funds shall track obligations and expenditures by individual SABG award, including, but not limited to, obligations and expenditures for

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primary prevention, services to pregnant women and women with dependent children. "Obligation" shall have the same meaning as used in 45 CFR Section 75.2.

I. Restrictions on the Use of SABG Funds

Contractor shall not use SABG funds provided by the Contract on the following activities:

1. Provide inpatient services.
2. Make cash payments to intended recipients of health services.
3. Purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment.
4. Satisfy any requirement for the expenditure of SABG funds as a condition for the receipt of federal funds.
5. Provide financial assistance to any entity other than a public or nonprofit private entity.
6. Pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of level I of the Executive Salary Schedule for the award year: see [http://grants.nih.gov/grants/policy/salcap\\_summary.htm](http://grants.nih.gov/grants/policy/salcap_summary.htm).
7. Purchase treatment services in penal or correctional institutions of the State of California.
8. Supplant state funding of programs to prevent and treat substance abuse and related activities.
9. Carry out any program prohibited by 42 USC 300x-21 and 42 USC 300ee-5 such that none of the funds provided under this Act or an amendment made by this Act shall be used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the United States Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for acquired immune deficiency syndrome.
10. Exception regarding inpatient hospital services:
  - a) ~~Medical necessity as precondition: With respect to compliance with the agreement made under this Exhibit, Part II, Section 2(I), a State may expend a grant under 42 USC 300x-21 to provide inpatient hospital services as treatment~~

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~~for substance abuse only if it has been determined, in accordance with guidelines issued by the Secretary, that such treatment is a medical necessity for the individual involved, and that the individual cannot be effectively treated in a community-based, nonhospital, residential program of treatment.~~

b) ~~Rate of payment: In the case of an individual for whom a grant under section 300x-21 of this title is expended to provide inpatient hospital services described in paragraph (a), a funding agreement for the grant for the State involved is that the daily rate of payment provided to the hospital for providing the services to the individual will not exceed the comparable daily rate provided for community-based, non-hospital, residential programs of treatment for substance abuse.~~

**a) Contractor may expend a grant for inpatient hospital-based substance abuse programs subject to the limitations of paragraph (l)(10)(b) of this section only when it has been determined by a physician that:**

- i. The primary diagnosis of the individual is substance abuse, and the physician certifies this fact;**
- ii. The individual cannot be safely treated in a community-based, nonhospital, residential treatment program;**
- iii. The Service can reasonably be expected to improve an individual's condition or level of functioning;**
- iv. The hospital-based substance abuse program follows national standards of substance abuse professional practice; and**

**b) In the case of an individual for whom a grant is expended to provide inpatient hospital services described above, the allowable expenditure shall conform to the following:**

- i. The daily rate of payment provided to the hospital for providing the services to the individual will not exceed the comparable daily rate provided for community-based, nonhospital, residential programs of treatment for substance abuse; and**
- ii. The grant may be expended for such services only to the extent that it is medically necessary, i.e., only for those days that the patient cannot be safely treated in a residential, community-based program.**

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11. Waiver regarding construction of facilities:

- a) In general: The Secretary may provide to any State a waiver of the restriction established in 42 USC 300x-31, subsection (a)(1)(C), for the purpose of authorizing DHCS to expend a grant under section 42 USC 300x-21 for the construction of a new facility or rehabilitation of an existing facility, but not for land acquisition.
- b) Standard regarding need for waiver: The Secretary may approve a waiver under 42 USC 300x-31(c), only if DHCS demonstrates to the Secretary that adequate treatment cannot be provided through the use of existing facilities and that alternative facilities in existing suitable buildings are not available.
- c) Amount: In granting a waiver under 42 USC 300x-31(c), the Secretary shall allow the use of a specified amount of funds to construct or rehabilitate a specified number of beds for residential treatment and a specified number of slots for outpatient treatment, based on reasonable estimates by DHCS of the costs of construction or rehabilitation. In considering waiver applications, the Secretary shall ensure that DHCS has carefully designed a program that will minimize the costs of additional beds.
- d) Matching funds: The Secretary may grant a waiver under 42 USC 300x-31 (c), only if DHCS agrees, with respect to the costs to be incurred by DHCS in carrying out the purpose of the waiver, to make available non-federal contributions in cash toward such costs in an amount equal to not less than \$1 for each \$1 of federal funds provided under 42 USC 300x-21.
- e) Date certain for acting upon request: The Secretary shall act upon a request for a waiver under 42 USC 300x-31 (c), not later than 120 days after the date on which the request is made.

12. Provide services reimbursable by Medi-Cal:

- a) Contractor shall not utilize SABG funds to pay for a service that is reimbursable by Medi-Cal.
- b) The Contractor may utilize SABG funds to pay for a service included in the California State Plan or the Drug Medi-Cal Organized Delivery System (DMC-ODS), but which is not reimbursable by Medi-Cal.
- c) If the Contractor utilizes SABG funds to pay for a service that is included in the California State Plan or the DMC-ODS, the Contractor shall maintain documentation sufficient to demonstrate that Medi-Cal reimbursement was not available.

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**Part III - Financial Audit Requirements**

**Section 1 - General Fiscal Audit Requirements**

- A. In addition to the requirements identified below, the Contractor and its subcontractors are required to meet the audit requirements as delineated in Exhibit C, General Terms and Conditions, and Exhibit D(F), Special Terms and Conditions, of this Contract.
- B. All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its subcontractors pursuant to this Contract are subject to audit by DHCS. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of 45 CFR, Part 75, Subpart F and/or any independent Contractor audits or reviews. Objectives of such audits may include, but are not limited to, the following:
1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting.
  2. To validate data reported by the Contractor for prospective contract negotiations.
  3. To provide technical assistance in addressing current year activities and providing recommendations on internal controls, accounting procedures, financial records, and compliance with laws and regulations.
  4. To determine the cost of services, net of related patient and participant fees, third party payments, and other related revenues and funds.
  5. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and contract requirements.
  6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Contract objectives.
- C. Unannounced visits to the Contractor and/or its subcontractors may be made at the discretion of DHCS.
- D. The refusal of the Contractor or its subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Contract and will be sufficient basis to terminate the Contract for cause or default.

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- E. Reports of audits conducted by DHCS shall reflect all findings, recommendations, adjustments, and corrective actions as a result of its finding in any areas.

**Section 2. SABG Financial Audits**

- A. Contractor shall monitor the activities of all of its subcontractors to ensure that the SABG funds are used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the grant, and that performance goals are achieved.
- B. Contractor may use a variety of monitoring mechanisms, including limited scope audits, on-site visits, progress reports, financial reports, and review of documentation support requests for reimbursement, to meet the Contractor's monitoring objectives. Contractor may charge federal awards for the cost of these monitoring procedures if permitted under 45 CFR 75.425.
- C. Contractor shall submit to DHCS a copy of the procedures and any other monitoring mechanism used to monitor non-profit Subcontracts at the time of the County's annual desk review or site visit or within 60 days thereafter. Contractor shall state the frequency that non-profit Subcontracts are monitored.
- D. On-site visits focus on compliance and controls over compliance areas. The DHCS County Monitoring Unit analyst shall make site visits to the subcontractor location(s), and can use a variety of monitoring mechanisms to document compliance requirements. The Contractor shall follow-up on any findings and the corrective actions.
  - 1. Contractor shall be responsible for any disallowance taken by the Federal Government, DHCS, or the California State Auditor, as a result of any audit exception that is related to the Contractor's responsibilities herein. Contractor shall not use funds administered by DHCS to repay one federal funding source with funds provided by another federal funding source, to repay federal funds with state funds, or to repay state funds with federal funds. DHCS shall invoice Contractor 60 days after issuing the final audit report or upon resolution of an audit appeal. Contractor agrees to develop and implement any CAP in a manner acceptable to DHCS in order to comply with recommendations contained in any audit report. Such CAP plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by DHCS within one year from the date of the plan.
- E. Contractors that conduct financial audits of subcontractors, other than a subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify subcontractors of their appeal rights pursuant to that process. If any fiscal adjustments remain after the Contractor and subcontractor have exhausted the internal appeals process, any SABG funds outstanding shall be returned to DHCS. This section shall not apply to those grievances

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or compliances arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Part III of this Exhibit.

- F. If the Contractor fails to comply with federal statutes, regulations, or the terms and conditions of the grant, DHCS may impose additional conditions on the subaward, including:
1. Requiring additional or more detailed financial reports.
  2. Requiring technical or management assistance.
  3. Establishing additional prior approvals.
- G. If DHCS determines that the Contractor's noncompliance cannot be remedied by imposing additional conditions, DHCS may take one or more of the following actions:
1. Temporarily withhold cash payment pending correction of the deficiency by the Contractor.
  2. Disallow all or part of the cost of the activity or action not in compliance.
  3. Wholly or partly suspend the award activities or terminate the Contractor's subaward.
  4. Recommend that the suspension or debarment proceedings be initiated by the federal awarding agency.
  5. Withhold further federal awards.
  6. Take other remedies that may be legally available.



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**Part IV – Records**

**Section 1 - General Provisions**

A. Maintenance of Records

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for DHCS to audit contract performance and contract compliance.

Contractor shall make these records available to SAMHSA, Inspectors General, the Comptroller General, DHCS, or any of their authorized representatives upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by Contractor are reasonable, allowable, and allocated appropriately. All records must be capable of verification by qualified auditors.

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

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retaining the subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at <http://sam.dgs.ca.gov/TOC/1600.aspx>.

7. The Contractor shall retain all records in accordance with the time periods outlined in 45 CFR Section 75.361.
8. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.

**B. Dispute Resolution Process**

1. In the event of a dispute under this Exhibit B, other than an audit dispute, Contractor shall provide written notice of the particulars of the dispute to DHCS before exercising any other available remedy. Written notice shall include the contract number. The Director (or designee) of DHCS and the County Drug or Alcohol Program Administrator (or designee) shall meet to discuss the means by which they can effect an equitable resolution to the dispute. Contractor shall receive a written response from DHCS within 60 days of the notice of dispute. The written response shall reflect the issues discussed at the meeting and state how the dispute will be resolved.
2. To ensure that necessary corrective actions are taken, financial audit findings that are either uncontested or upheld after appeal may be used by DHCS during prospective contract negotiations.

**Exhibit B, Attachment I A2  
Funding Amounts**

Fiscal Year 2017-18	Funding Amount
	Original
<b>SAPT Block Grant - FFY 2018 Award (10/1/17 to 6/30/19)</b>	
Duns #: 086128832 Federal Grant #: 2B08TI010062-18	
CFDA: 93.959 FAIN: T110062-18	
- Discretionary	347,456
- Prevention Set-Aside	73,185
- Friday Night Live/Club Live	0
- Perinatal	0
- Adolescent/Youth	0
<b>TOTAL</b>	<b>420,641</b>
<b>ORIGINAL THREE-YEAR TOTAL</b>	<b>1,261,923</b>
<b>A01 THREE-YEAR TOTAL</b>	<b>1,262,803</b>
<b>A02 THREE-YEAR TOTAL</b>	<b>1,264,319</b>

Fiscal Year 2018-19	Funding Amount
	A01
<b>SAPT Block Grant - FFY 2019 Award (10/1/18 to 6/30/20)</b>	
Duns #: 086128832 Federal Grant #: 2B08TI010062-19	
CFDA: 93.959 FAIN: T110062-19	
- Discretionary	348,336
- Prevention Set-Aside	73,185
- Friday Night Live/Club Live	0
- Perinatal	0
- Adolescent/Youth	0
<b>TOTAL</b>	<b>421,521</b>

Fiscal Year 2019-20	Funding Amount	
	Original	A02
<b>SAPT Block Grant - FFY 2020 Award (10/1/19 to 6/30/21)</b>		
Duns #: 086128832 Federal Grant #: 2B08TI010062-20		
CFDA: 93.959 FAIN: T110062-20		
- Discretionary	347,456	<b>348,972</b>
- Prevention Set-Aside	73,185	73,185
- Friday Night Live/Club Live	0	0
- Perinatal	0	0
- Adolescent/Youth	0	0
<b>TOTAL</b>	<b>420,641</b>	<b>422,157</b>

**Special Terms and Conditions**

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

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

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

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

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

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## 1. Federal Equal Opportunity Requirements

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of 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 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 Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

## 2. Travel and Per Diem Reimbursement

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

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

## 3. Procurement Rules

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

### a. Equipment/Property definitions

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

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
  - (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.
- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.
- (1) Equipment/property purchases shall not exceed \$50,000 annually.

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

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

authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

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

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

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

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

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

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

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

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
- (c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

- c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

- (1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.



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

**g. Motor Vehicles**

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

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

**Automobile Liability Insurance**

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

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

## 5. Subcontract Requirements

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
  - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
  - (2) DHCS may identify the information needed to fulfill this requirement.
  - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
    - (a) A local governmental entity or the federal government,
    - (b) A State college or State university from any State,
    - (c) A Joint Powers Authority,
    - (d) An auxiliary organization of a California State University or a California community college,
    - (e) A foundation organized to support the Board of Governors of the California Community Colleges,

- (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
  - (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
  - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>
- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
- (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:
- "*(Subcontractor Name)* agrees to maintain and preserve, until three years after termination of *(Agreement Number)* and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

## 6. Income Restrictions

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

## 7. Audit and Record Retention

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

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)
- 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 may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

## 8. Site Inspection

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

## 9. Federal Contract Funds

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

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

## 10. Termination

### a. For Cause

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State shall pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

### b. For Convenience

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least ninety (90) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

## 11. Intellectual Property Rights

### a. Ownership

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

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

**b. Retained Rights / License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**c. Copyright**

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

**d. Patent Rights**

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

**e. Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

**f. Warranties**

- (1) Contractor represents and warrants that:
  - (a) It is free to enter into and fully perform this Agreement.

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

**g. Intellectual Property Indemnity**

- (1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.
- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its



authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

- (3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

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

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

#### **i. Survival**

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

### **12. 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 by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- 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 Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

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

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

### **14. Confidentiality of Information**

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or

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

#### **15. 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.

#### **16. Dispute Resolution Process**

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
  - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

## 17. 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 2 C.F.R. §§ 200.64, 200.70, and 200.90) and expends \$750,000 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 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
    - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
    - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
  - (4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.

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

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

## 18. 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.

**19. Novation Requirements**

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

**20. 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 2 CFR 180, 2 CFR 376
- 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) violation of Federal or State antitrust statutes; ~~or~~ commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
  - (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) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.
  - (6) 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.
  - (7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

**21. 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.

**22. Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

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

**23. Payment Withholds**

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

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

**24. Performance Evaluation**

(Not applicable to grant agreements.)

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

**25. 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.

**26. Four-Digit Date Compliance**

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

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

**27. 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.

**28. 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.

**29. 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.)

**30. 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.

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

(Applicable only to nonprofit organizations.)

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

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



## f. Earned/Accrued Compensation

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

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

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

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

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

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

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

**32. Suspension or Stop Work Notification**

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

- (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:
- (a) Cancel, extend, or modify the suspension or stop work notification; or
  - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
  - d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
  - e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
  - f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

### 33. Public Communications

"Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

- A. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

### 34. Compliance with Statutes and Regulations

- a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.
- b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

### 35. Lobbying Restrictions and Disclosure Certification

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

- a. Certification and Disclosure Requirements
  - (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
  - (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant,

which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
  - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

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

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title

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

California Department of Health Care Services

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

Attachment 2

**CERTIFICATION REGARDING LOBBYING**

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

Approved by OMB  
0348-0046

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

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

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

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

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



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

## **REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 19, 2020

**TIME REQUIRED**

**SUBJECT**

US Fish and Wildlife Letter - Partners  
Finalize Plans to Protect Pacific  
Fisher

**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)

A letter from the United States Fish and Wildlife Service announcing it will list the Southern Sierra Nevada distinct population segment (DPS) of fisher as endangered under the Endangered Species Act.

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**RECOMMENDED ACTION:**

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**FISCAL IMPACT:**

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**CONTACT NAME:**

**PHONE/EMAIL: /**

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**SEND COPIES TO:**

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**MINUTE ORDER REQUESTED:**

YES  NO

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**ATTACHMENTS:**

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History

Time

Who

Approval

# News Release

Division of External Affairs  
California-Great Basin Region  
Yreka Fish and Wildlife Office  
1829 South Oregon Street  
Yreka, California 96097  
Phone: 916.539-7436  
<https://www.fws.gov/yreka>



**Date:** May 14, 2020

**Contact:** Susan Sawyer, [susan\\_sawyer@fws.gov](mailto:susan_sawyer@fws.gov), (916) 539-7436

## Celebrating Conservation: Partners finalize plans to protect Pacific fisher

Today, the U.S. Fish and Wildlife Service announced it will list the Southern Sierra Nevada distinct population segment (DPS) of fisher as endangered under the Endangered Species Act (ESA). This final rule is based on the best available scientific and commercial information for the species.

“We’re grateful for the work our partners are doing to retain and restore habitat for the fisher,” said Paul Souza, regional director for the Service’s California-Great Basin Region. “Their efforts are critical to the recovery of the Southern Sierra Nevada fisher distinct population segment and the continued health of the Northern California-Southern Oregon fisher population.”

In November 2019, the Service published a revised proposed rule to list the West Coast DPS of fisher as threatened under the ESA. Based on the most recent data, the Service has now determined there are two distinct West Coast populations of fisher: the Southern Sierra Nevada DPS and the Northern California-Southern Oregon DPS.

“Voluntary conservation efforts by state and private timber owners have contributed to the Northern California-Southern Oregon population of fisher appearing stable within a large range of suitable habitat,” said Paul Henson, state supervisor for the Service’s Oregon office. “Over two million acres of private land have been enrolled under six conservation agreements protecting existing and promoting new fisher habitat, with three additional applications in process. The heavy lifting done by our partners greatly alleviates the need for regulation.”

Studies show these two populations are genetically different, and separated by a 130-mile geographic gap. The two distinct populations of fisher were re-evaluated individually, and listing determinations were made based on the threats, population size and distribution, and ongoing conservation efforts occurring within the ranges of each population.

“Both distinct population segments of fisher in California should benefit from this collaboration,” said Barnie Gyant, Deputy Regional Forester of the USDA Forest Service’s Pacific Southwest Region. “By working together we can make a difference for the species.”

Based on several factors including wildfire, climate change, tree mortality, predation, toxicants, collisions with vehicles and potential effects associated with small population size, the Southern Sierra Nevada DPS of fisher will be listed as endangered.

The Northern California-Southern Oregon DPS will not be listed, as it is more widespread within its range, and has more diversity in ages, male to female ratios and breeding success. These



factors, along with current and proposed fisher habitat conservation efforts on public and private timberlands, enable this population to maintain balance and withstand setbacks.

“The partnership between private timberland owners and the Service demonstrates how productive forestry can operate in a manner that protects and restores habitat for important species such as the fisher,” said Richard Gordon, President and CEO of California Forestry Association. “Today, stewardship of habitat is part of the DNA of active forest management and California’s forest landowners.”

Fishers are medium-sized mammals found only in North America. They are classified in the same family as weasels, mink, martens and otters. The Southern Sierra Nevada DPS of fisher is found in high elevation forests from the Tuolumne River in Yosemite National Park south to the Kern River Canyon, including Mariposa, Madera, Fresno, Tulare and Kern Counties, California. The Northern California-Southern Oregon DPS of fisher is found across multiple physiographic provinces that represent a wide variety of forest types and ecological conditions.

The final rule to list the Southern Sierra Nevada DPS of fisher will publish in the *Federal Register* on May 15, 2020. The document will be available at [www.regulations.gov](http://www.regulations.gov) by searching under docket number FWS–R8–ES–2018–0105.

*The U.S. Fish and Wildlife Service works with others to conserve, protect, and enhance fish, wildlife, plants and their habitats for the continuing benefit of the American people. For more information about our work and the people who make it happen, visit <https://www.fws.gov/cno/> or connect with us via [Facebook](#), [Twitter](#), [YouTube](#) and [Flickr](#).*



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 19, 2020

**TIME REQUIRED**

**SUBJECT**

CPUC Request for Stakeholder Input  
on the Wildfire Safety Division's  
Proposed Strategic Roadmap

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

A request from the California Public Utilities Commission (CPUC) for stakeholder input on the Wildfire Safety Division (WSD)'s Proposed Strategic Roadmap. The WSD will transition to the California Natural Resources Agency in 2021. Comments are due by close of business on June 30, 2020.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL: /**

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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History

Time

Who

Approval

## PUBLIC UTILITIES COMMISSION

515 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



May 11, 2020

**SUBJECT: Request for Stakeholder Input on the Wildfire Safety Division's Proposed Strategic Roadmap: *Reducing Utility Related Wildfire Risk: Strategy and Roadmap for the Wildfire Safety Division***

Pursuant to Senate Bill (SB) 901 (2018), the California Public Utilities Commission (CPUC) has required electrical corporations (hereafter utilities), subject to CPUC jurisdiction to submit Wildfire Mitigation Plans (WMP) assessing the level of wildfire risk and outlining their plans to address this risk. The CPUC's Wildfire Safety Division (WSD), along with experts from the CPUC's Safety and Enforcement Division and the California Department of Forestry and Fire Protection (CAL FIRE) determine whether the actions proposed by each utility are appropriate to address the level of risk identified and whether the plan will put the utility on a path to achieving the CPUC's long-term wildfire risk-reduction goals. California's investor-owned utilities submitted their first wildfire mitigation plans to the CPUC in 2019.

The newly established WSD, within the CPUC, will play a particularly critical role in addressing growing wildfire risk. Building on lessons learned from the 2019 submissions and the 2019 wildfire season, the WSD implemented changes to the wildfire mitigation plan process in a Ruling issued December 16, 2019 in Rulemaking (R.) 18-10-007. Electrical corporations submitted 2020 WMPs under this new framework on February 7, 2020. The WSD issued its draft determinations on 2020 WMPs on May 7, 2020 (see [www.cpuc.ca.gov/wildfiremitigationplans](http://www.cpuc.ca.gov/wildfiremitigationplans)).

In 2021, the WSD will transition to the California Natural Resources Agency (CNRA), per Assembly Bill 1054 and AB 111, where the WSD mission will continue as the Office of Energy Infrastructure Safety (OEIS). With this in mind, the WSD developed a proposed strategic roadmap (Proposed Roadmap) for WMPs that includes specific objectives, actions, and performance measures to underpin its going-forward WMP process, recognizing the need to focus on longer-term goals and outcomes while also executing activities and achieving measurable progress in the near-term. With a long-term vision and specific objectives, the WSD's review of WMPs will have greater effectiveness and account for a fuller set of impacts, tradeoffs, and considerations for the state to support better decision-making. This Proposed Roadmap contains specific objectives, actions, and performance measures to underpin the WMP evaluation process in future years.

Building on the CPUC experience of the 2019 WMPs and other utility wildfire mitigation initiatives in California, the WSD, with consulting services, sought to learn from global practices and other industry examples, while supporting California's ability to continue defining new paradigms and standards for addressing utility-related wildfire risk. The WSD consulted with stakeholders at other state agencies, including CAL FIRE, Cal OES, California Energy Commission, California Air Resources Board, and entities within the California Natural Resources Agency such

**SUBJECT: Request for Stakeholder Input on the Wildfire Safety Division's Proposed Strategic Roadmap: *Reducing Utility Related Wildfire Risk: Strategy and Roadmap for the Wildfire Safety Division***

May 11 2020

Page 2

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as the Forest Management Task Force on the development of the WSD strategy. Ultimately, the effectiveness of utility-related wildfire efforts requires the WSD and utilities to closely and thoughtfully coordinate with public and private actors on a broader set of activities.

The Proposed Roadmap, titled *Reducing Utility Related Wildfire Risk: Strategy and Roadmap for the Wildfire Safety Division*, and supporting appendices is attached to this letter.

### **Strategic Approach for the WSD**

As part of wildfire mitigation planning, it is recommended that the WSD ensures electrical corporations are balancing near-term activities that make each wildfire season less harmful to the public with activities focused on long-term, systematic risk reduction. To help achieve this equilibrium, four principles guide the Proposed Roadmap for the WSD:

- **Effective collaboration:** Coordinating an integrated utility wildfire approach that breaks down silos and engages stakeholders in strategic decision-making and operations;
- **Local perspective:** Developing a flexible, localized utility wildfire mitigation approach that considers differences in wildfire risk exposure in communities;
- **Long-term resilience:** Creating a utility wildfire mitigation vision that extends the planning horizon to focus on longer-term resilience and adaptation; and
- **Risk-informed, data-supported decisions:** Using data effectively to understand and plan for risk and set up stakeholders to act in a way commensurate to reducing risk.

To work towards these four principles in the context of utility-related wildfires, the Proposed Roadmap proposes establishment of a clear vision: **A sustainable California, with no catastrophic utility-related wildfires, that has access to safe, affordable, and reliable electricity.**

### **Proposed Roadmap Vision, Priority Actions, and Areas for Collaboration**

In an effort to take action today towards this proposed vision, the WSD has identified four priority actions it is actively pursuing. These four priority actions are:

- **Utility Wildfire Mitigation Plans:** Revised WMP process, including Guidelines and a Utility Wildfire Mitigation Maturity Model that focuses on understanding utility wildfire risk and program effectiveness to drive continued improvement and rigor over time (R.18-10-007);
- **Utility Metric Reporting:** Metrics to track and assess utility progress and performance against outcomes over time, ensuring continuous learning and adaptation (R.18-10-007);

**SUBJECT:** Request for Stakeholder Input on the Wildfire Safety Division's Proposed Strategic Roadmap: *Reducing Utility Related Wildfire Risk: Strategy and Roadmap for the Wildfire Safety Division*

May 11 2020

Page 3

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- **Detailed Risk Assessment:** Modeling and analysis of wildfire risk from utility assets to communities and natural resources to be able to support utilities' wildfire mitigation resource allocation decisions; and
- **Data and Analytics Strategy:** Strategy to enable information sharing across stakeholders to support processes such as the Wildfire Mitigation Plan in the near-term, and drive analytics in the longer-term that will support prevention, response, and recovery activities.

### **Collaboration to Achieve Wildfire Mitigation**

While the four actions above are a critical first step, the report also highlights certain areas where it is recommended that the WSD, and utilities, work collaboratively with others to successfully achieve the proposed vision. These areas of collaboration center on the processes, tools, and capabilities necessary to support the mitigation efforts of the utilities in the long-term, and include:

- **Governance and coordination:** Ensure utilities are planning and coordination mechanisms, incentives, and accountability measures to direct multi-stakeholder efforts and engage local communities;
- **Culture and behavior:** Develop a safety and risk management culture within utilities that is no longer focused solely on compliance, but proactively drives towards the vision for utility wildfire mitigation;
- **Applied science, technology, and data:** Leverage advancements in science, technology, and data and analytics that support more informed decision-making and create a shared understanding of utility-related wildfire risk; and
- **Workforce development:** Support the cultivation of a skilled, capable workforce at every level – from WSD leadership to those that are working on utility wildfire mitigation activities (e.g., foresters, electric linemen).

Changes to legislation and regulation governing utility wildfire mitigation, as well as funding available for prevention and mitigation initiatives, will also direct the WSD's efforts and regulation of utilities' plans.

### **Proposed Roadmap Appendices**

The Proposed Roadmap has three draft appendices. Appendix 1 to the Proposed Roadmap is titled Global Strategies for Utility Wildfire Mitigation. This appendix presents global best practices in utility wildfire mitigation and overlays those practices on the current California landscape. Appendix 2 to the Proposed Roadmap is titled WSD Wildfire Vision and Objectives. This appendix presents an overarching vision and objectives for reducing utility wildfire risk that

**SUBJECT: Request for Stakeholder Input on the Wildfire Safety Division's Proposed Strategic Roadmap: *Reducing Utility Related Wildfire Risk: Strategy and Roadmap for the Wildfire Safety Division***

May 11 2020

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underpins the strategies set forth in the Proposed Roadmap. Finally, Appendix 3 to the Proposed Roadmap is titled Utility Wildfire Mitigation Data Strategy. The purpose of the Data Strategy is to move beyond limitations of the current manual WMP review process.

#### **Request for Stakeholder Input**

The WSD requests input from stakeholders on the Proposed Roadmap. Stakeholders may submit comments to the Director of the WSD at [wildfiresafetydivison@cpuc.ca.gov](mailto:wildfiresafetydivison@cpuc.ca.gov), with service on the R.18-10-007 service list. Stakeholder comments are due by close of business June 30, 2020. The WSD has also requested input from the Wildfire Safety Advisory Board.

#### **Conclusion**

While utilities are already undertaking wildfire mitigation activities and building capabilities, they must continue to make progress. Utility activities need to incorporate longer-term thinking and take a more robust strategic approach focused on the most impactful actions – all with a local lens. Over time, this Proposed Roadmap, supporting appendices and related activities will evolve as the WSD and utilities continue to learn from their experiences and from others. The WSD looks forward to receiving and reviewing stakeholder input on the Proposed Roadmap.

Sincerely,



Caroline Thomas Jacobs  
Director, Wildfire Safety Division  
California Public Utilities Commission



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    May 19, 2020

**TIME REQUIRED**

**SUBJECT**

State Water Resources Control  
Board Order to LADWP Approving  
Petitions for Temporary Urgency  
Change of Licenses

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

State Water Board order approving the Los Angeles Department of Water and Power's (LADWP) petitions for temporary urgency change (TUCP) of licenses 10191 and 10192 (applications 8042 and 8043). LADWP requested authorization to temporarily deviate from Stream Restoration Flow requirements as outlined in the State Water Board's Decision 1631(D-1631) and Order 98-05 for Rush, Lee Vining, Parker, and Walker Creeks and instead follow the Stream Ecosystem Flows (SEFs) in the Draft Amended Licenses 10191 and 10192. The purpose of the renewal of the temporary changes to the flow requirements is to collect another 180 days of flow data, and, in conjunction with the April 16, 2019 and October 22, 2019 TUCPs, test and evaluate the effects on resources from the implementation of the Rush and Lee Vining Creeks SEFs.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Letter</a>
<input type="checkbox"/> <a href="#">TUCP Order</a>

History

Time

Who

Approval



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## State Water Resources Control Board

MAY 13 2020

In Reply Refer to:  
SM: A008042  
and A008043

Clarence Martin  
City of Los Angeles  
Department of Water and Power  
300 Mandich Street  
Bishop, CA 93514  
[clarence.martin@ladwp.com](mailto:clarence.martin@ladwp.com)

Dear Mr. Martin:

ORDER APPROVING PETITIONS FOR TEMPORARY URGENCY CHANGE OF LICENSES 10191 AND 10192 (APPLICATIONS 8042 AND 8043) OF CITY OF LOS ANGELES, DEPARTMENT OF WATER AND POWER

The enclosed Order approves the petitions for temporary urgency change for Licenses 10191 and 10192. Please review the conditions of the Order and retain the Order with your licenses.

If you have any questions, please contact Steve Marquez by email at [steve.marquez@waterboards.ca.gov](mailto:steve.marquez@waterboards.ca.gov). Written correspondence should be addressed as follows: State Water Resources Control Board, Division of Water Rights, Attn: Steve Marquez, P.O. Box 2000, Sacramento, CA 95812-2000.

Sincerely,

ORIGINAL SIGNED BY:

Erik Ekdahl  
Deputy Director  
Division of Water Rights

Enclosure: Order

ec (w/enclosure): Mono Basin Distribution List

---

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR



STATE OF CALIFORNIA  
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY  
STATE WATER RESOURCES CONTROL BOARD

**DIVISION OF WATER RIGHTS**

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**In the Matter of Licenses 10191 and 10192 (Applications 8042 and 8043)**

**Los Angeles Department of Water and Power**

**ORDER APPROVING TEMPORARY URGENCY CHANGES**

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SOURCES: Rush Creek, Lee Vining Creek, Parker Creek, and Walker Creek

COUNTY: Mono

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BY THE DEPUTY DIRECTOR FOR WATER RIGHTS:

**1.0 SUBSTANCE OF THE TEMPORARY URGENCY CHANGE PETITIONS**

On April 1, 2020, the State Water Resources Control Board (State Water Board) received Temporary Urgency Change Petitions (TUCPs) pursuant to California Water Code section 1435 from the Los Angeles Department of Water and Power (LADWP or Petitioner) requesting renewal of the TUCPs issued to LADWP on October 22, 2019 and approval of temporary changes to its water right Licenses 10191 and 10192 (Applications 8042 and 8043).

With the TUCPs, LADWP requests authorization to temporarily deviate from Stream Restoration Flow requirements as outlined in the State Water Board's Decision 1631 (D-1631) and Order 98-05 for Rush, Lee Vining, Parker, and Walker Creeks and instead follow the Stream Ecosystem Flows (SEFs) in the Draft Amended Licenses 10191 and 10192. The proposed TUCPs are a continuation of the Runoff Year (RY) 2019-2020 studies and previously approved TUCP Orders, dated April 16, 2019 and October 22, 2019. The TUCPs will cover the appropriate water-year type for the RY 2020-2021 from the date of the approved TUCP Order and ending on September 30, 2020. The purpose of the renewal of the temporary changes to the flow requirements is to collect another 180 days of flow data, and, in conjunction with the April 16, 2019 and October 22, 2019 TUCPs, test and evaluate the effects on resources from the implementation of the Rush and Lee Vining Creeks SEFs.

The temporary flow changes and the TUCPs are supported by California Trout, Inc. (CalTrout), the Mono Lake Committee (MLC), the California Department of Fish and Wildlife (CDFW), and the State Water Board-approved stream monitoring team (Stream Scientists).

The temporary flow modifications proposed by LADWP will not increase LADWP's annual export of 16,000 acre-feet<sup>1</sup> as specified in Decision 1631 (D-1631).

## **2.0 BACKGROUND**

### **2.1 State Water Board Decision 1631, Orders WR 98-05 and WR 98-07, and Licenses 10191 and 10192**

In D-1631, the State Water Board, modified Licenses 10191 and 10192 for the purpose of establishing instream flow requirements below LADWP's points of diversion on four affected streams tributary to Mono Lake. The decision also established conditions to protect public trust resources at Mono Lake. State Water Board Orders WR 98-05 and WR 98-07 (Orders) amended D-1631. Pursuant to D-1631 and the subsequent Orders, LADWP is required to conduct fisheries studies and stream monitoring activities until the program (or elements thereof) is terminated by the State Water Board. LADWP has been conducting fisheries studies and stream monitoring for over 20 years. These activities are conducted by the Stream Scientists who: (a) oversee implementation of the stream monitoring and restoration program, and (b) evaluate the results of the monitoring program and recommend modifications as necessary. In the Stream Scientists' April 30, 2010 *Synthesis of Instream Flow Recommendations Report* (Synthesis Report), they recommended modification of the flow regime and other aspects of the Mono Basin stream monitoring and restoration program.

### **2.2 Description of the Temporary Urgency Changes**

The basis of temporary changes to the flow requirements is to allow LADWP to collect additional data, and to test and evaluate the effects on resources from the implementation of the SEFs, as identified in the *Mono Basin Operations Plan Under The April 2020 TUCP*, dated March 27, 2020. The renewal TUCPs request the following temporary changes:

1. Rush Creek - The Mono Basin's April 1st forecast for RY 2020-2021 is not yet available; however, it is projected that RY 2020-2021 will be either a Dry/Normal II, Dry/Normal I, or Dry water-year type. Rush Creek's SEFs will be set to the appropriate water-year type and follow either Table 1E for a Dry/Normal II, Table 1F

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<sup>1</sup> 16,000 acre-feet may be exported annually when Mono Lake elevation is at or above 6,380 feet and below 6,391 feet.

for a Dry/Normal I, or Table 1G for a Dry water-year type. See Rush Creek Stream Ecosystem Flows Tables 1E, 1F, and 1G.

2. Lee Vining Creek - The SEFs for Lee Vining Creek will follow Table 2A for a Dry/Normal II water-year type. If the RY 2020-2021 is forecasted to be a Dry/Normal I or Dry water-year type, Table 2B will be followed. See Lee Vining Stream Ecosystem Flows Tables 2A and 2B.
3. Parker Creek – All flow will be continuously bypassed.
4. Walker Creek - All flow will be continuously bypassed.

It has been noted and LADWP acknowledged that implementing Table 2B SEF flows for Lee Vining Creek presents challenges for LADWP with the current infrastructure. The current infrastructure does not function accurately when setting a constant diversion flow rate while Lee Vining Creek's flow rate fluctuates. Lee Vining Creek flow varies drastically on a day-to-day basis due to Southern California Edison's operations upstream of the Lee Vining Creek Intake. LADWP will implement Table 2B flow rates to the extent that current infrastructure allows and will conservatively operate to ensure flows in Lee Vining Creek do not drop below the minimum specified flows as outlined in Table 2B.

LADWP also noted an exception to the flows in Table 2B will be made in September 2020 during fish monitoring activities where Lee Vining Creek flows will be set to around 28 cubic feet per second (cfs) for up to two weeks in order to ensure the safety of the Stream Scientists and LADWP biologists performing the fish monitoring activities. The exact dates for the fish monitoring activities will be determined by LADWP later in the year.

LADWP will comply with Provisions 11(b)(2)i and 11(b)(2)ii of the Draft Amended Licenses 10191 and 10192 for the management of Grant Lake Reservoir (GLR). The terms require LADWP to follow rules and criteria for GLR storage to provide cold water flow in Rush Creek. LADWP shall reduce otherwise allowable exports to meet these rules and criteria and shall not reduce flows below the required SEFs. For the proposed TUCPs, LADWP shall store at least 20,000 acre-feet (AF) of water in GLR from July 1, 2020 through September 30, 2020. If GLR is below 25,000 AF of storage on July 1, 2020 in a Dry or Dry/Normal I water-year type, LADWP shall convey all available water diverted from Lee Vining Creek through the Five Siphons Bypass to augment cold-water flow in Rush Creek. Diversions through the Five Siphons Bypass for this purpose shall not continue past October 1, 2020. There shall be no augmentation to Rush Creek in other water-year types or for other purposes.

LADWP will communicate with the Mono Basin parties (MLC, CalTrout, CDFW), the Stream Scientists, and the State Water Board during the TUCPs' authorized period to coordinate and gain input as SEFs are implemented. Specifically, a conference call will be scheduled within a reasonable time before the end of this TUCP Order to discuss the operation plans for the RY 2020-2021, address questions, and seek Stream Scientists' input that may result

from the operations plan. LADWP will also provide reasonable communication to update the parties, answer questions, and address unforeseen challenges as SEFs are delivered according to the April 1 forecast for RY 2020-21.

### **3.0 COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT**

LADWP, as Lead Agency pursuant to the California Environmental Quality Act (CEQA), prepared a Notice of Exemption for the *Mono Basin Temporary Operation Petition to State Water Resources Control Board* on March 26, 2020. LADWP found that the change is categorically exempt from CEQA, as the project is for the use of existing facilities with negligible or no expansion of existing use, for the purpose of maintaining fish and wildlife habitat areas, maintaining stream flows, and protecting fish and wildlife resources. (Cal. Code Regs., tit. 14, § 15301, subs. (i).).

The State Water Board has reviewed the information submitted by LADWP and has determined that the petitions qualify for an exemption under CEQA. The State Water Board will issue a Notice of Exemption for the temporary urgency change petitions.

### **4.0 PUBLIC NOTICE OF TEMPORARY URGENCY CHANGE PETITIONS**

Pursuant to Water Code section 1438, subdivision (a), the State Water Board may issue a temporary urgency change order in advance of the required notice period. On April 16, 2020, the State Water Board issued a public notice of the temporary urgency changes pursuant to Water Code section 1438, subdivision (a). The comment period expires on May 18, 2020. Pursuant to Water Code section 1438, subdivision (b)(1), LADWP is required to publish the notice in a newspaper having a general circulation and published within the counties where the points of diversion are located. LADWP published the notice on April 16, 2020 in the Mammoth Times. The State Water Board posted the notice of the temporary urgency changes and distributed the notice through its electronic notification system.

### **5.0 COMMENTS REGARDING THE TEMPORARY URGENCY CHANGE PETITIONS**

On March 25, 2020, LADWP held a conference call to discuss the proposed TUCPs with the MLC, CalTrout, CDFW, State Water Board staff, and the Stream Scientists. On March 26, 2020, LADWP informed State Water Board staff that a consensus to support the amended TUCPs was reached with the Mono Basin parties.

## **6.0 CRITERIA FOR APPROVING THE PROPOSED TEMPORARY URGENCY CHANGES**

Water Code section 1435 provides that a permittee or licensee who has an urgent need to change the point of diversion, place of use, or purpose of use from that specified in the permit or license may petition for a conditional temporary change order. The State Water Board's regulations set forth the filing and other procedural requirements applicable to TUCPs (Cal. Code Regs., tit. 23, §§ 805, 806.) The State Water Board's regulations also clarify that requests for changes to permits or licenses other than changes in point of diversion, place of use, or purpose of use may be filed, subject to the same filing and procedural requirements that apply to changes in point of diversion, place of use, or purpose of use. (*Id.*, § 791, subd. (e))

Before approving a temporary urgency change, the State Water Board must make the following findings:

1. The Petitioner has an urgent need to make the proposed change;
  2. The proposed change may be made without injury to any other lawful user of water;
  3. The proposed change may be made without unreasonable effect upon fish, wildlife, or other instream beneficial uses; and
  4. The proposed change is in the public interest.
- (Wat. Code, § 1435, subd. (b)(1-4).)

### **6.1 Urgency of the Proposed Change**

Under Water Code section 1435, subdivision (c), an “urgent need” means “the existence of circumstances from which the State Water Board may in its judgment conclude that the proposed temporary change is necessary to further the constitutional policy that the water resources of the state be put to beneficial use to the fullest extent of which they are capable and that waste of water be prevented . . . .” However, the State Water Board shall not find the need urgent if it concludes that the petitioner has failed to exercise due diligence in petitioning for a change pursuant to other appropriate provisions of the Water Code. (*Ibid.*)

In this case, there is an urgent need for the proposed changes in the license conditions regarding fish flows for the purpose of furthering protection of public trust resources. Furthermore, the TUCPs will provide LADWP almost a year and a half of continuous flow data and further provide valuable information on fisheries and riparian conditions.

## **6.2 No Injury to Any Other Lawful User of Water**

There are no known lawful users of water that will be affected by the proposed changes to instream flows. Accordingly, granting these renewal TUCPs will not result in injury to any other lawful users of water

## **6.3 No Unreasonable Effect upon Fish, Wildlife, or Other Instream Beneficial Uses**

As described above, the renewal of the temporary urgency changes will benefit the restoration activities of Rush, Lee Vining, Walker, and Parker Creeks and help with Grant Lake Reservoir management. No other fish or wildlife resources are implicated by the proposed change; accordingly, the proposed changes will not have unreasonable effects upon fish and wildlife resources.

## **6.4 The Proposed Change is in the Public Interest**

The proposed changes would assist LADWP in maintaining the fishery resources in good condition. Maintenance of the fishery is in the public interest.

In light of the above, I find in accordance with Water Code section 1435, subdivision (b)(4) that the proposed changes are in the public interest, including findings to support change order conditions imposed to ensure that the changes are in the public interest.

Pursuant to Water Code section 1439, the State Water Board shall supervise diversion and use of water under this temporary change order for the protection of all other lawful users of water and instream beneficial uses.

## **7.0 STATE WATER BOARD DELEGATION OF AUTHORITY**

On June 5, 2012, the State Water Board adopted Resolution 2012-0029, delegating to the Deputy Director for Water Rights the authority to act on petitions for temporary urgency change. This Order is adopted pursuant to the delegation of authority in section 4.4.1 of Resolution 2012-0029.

## **8.0 CONCLUSIONS**

The State Water Board has adequate information in its files to make the evaluation required by Water Code section 1435.

I conclude that, based on the available evidence:

1. The Petitioner has an urgent need to make the proposed changes;

2. The proposed changes will not operate to the injury of any other lawful user of water;
3. The proposed changes, with conditions set forth in this Order, will not have an unreasonable effect upon fish, wildlife, or other instream beneficial uses; and
4. The proposed changes are in the public's interest.

## ORDER

**NOW, THEREFORE, IT IS ORDERED THAT:** the petitions filed by the Los Angeles Department of Water and Power (LADWP) for renewal of the temporary urgency changes to Licenses 10191 and 10192 are approved, and this approval is effective from the date of this Order to September 30, 2020. All existing terms and conditions in Licenses 10191 and 10192 remain in effect, except as temporarily amended by the following terms.

1. For protection of streams and fisheries in Rush and Lee Vining Creeks, LADWP shall bypass flows below the points of diversion at the flow rates specified in Section 2.2 of the Order and shown in the tables below for the appropriate water-year type. The Stream Ecosystem Flows (SEFs) provided under this requirement shall remain in the stream channel and not be diverted for any other use.
2. LADWP shall submit to the Deputy Director for Water Rights on a monthly basis a written report that summarizes all activities conducted to ensure compliance with the requirements of this Order. The first monthly report is due at the end of the first complete month of this Order. LADWP shall submit a final report summarizing overall compliance with this Order no later than November 1, 2020.
3. This Order does not authorize any act that results in the taking of a threatened or endangered species, or any act that is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish and Game Code sections 2050 to 2097) or the federal Endangered Species Act (16 U.S.C.A. sections 1531 to 1544). If a "take" will result from any act authorized under this Order, the licensee shall obtain authorization for an incidental take permit prior to construction or operation. Licensee shall be responsible for meeting all requirements of the applicable Endangered Species Act for the temporary urgency change authorized under this Order.
4. The State Water Board shall supervise the diversion and use of water under this Order for the protection of legal users of water and instream beneficial uses and for compliance with the conditions. Petitioner shall allow representatives of the State Water Board reasonable access to the project works to determine compliance with the terms of this Order.

5. The State Water Board reserves jurisdiction to supervise the temporary urgency changes under this Order, and to coordinate or modify terms and conditions, for the protection of vested rights, fish, wildlife, instream beneficial uses, and the public interest as future conditions may warrant.
6. The temporary urgency changes authorized under this Order shall not result in creation of a vested right, even of a temporary nature, but shall be subject at all times to modification or revocation in the discretion of the State Water Board. The temporary urgency changes approved in this Order shall automatically expire September 30, 2020, unless earlier revoked.

STATE WATER RESOURCES CONTROL BOARD

ORIGINAL SIGNED BY:

*Erik Ekdahl, Deputy Director  
Division of Water Rights*

Dated: MAY 13 2020

Attachment: Tables 1E thru 2B



**TABLE 1E:  
RUSH CREEK STREAM ECOSYSTEM FLOWS FOR DRY/NORMAL II YEARS**

Hydrograph Component	Timing	Flow Requirement	Ramping Rate
Spring Baseflow	April 1 – May 18	40 cfs	Maximum: 10% or 10 cfs*
Spring Ascension	May 19 – June 2	40 cfs ascending to 80 cfs	Target: 5%  Maximum: 25%
Snowmelt Bench	June 3 – June 30	80 cfs	Maximum Ascending: 20% Maximum Descending: 10% or 10 cfs*
Snowmelt Flood and Snowmelt Peak	Starting between June 2 and June 15 with the 3-day peak between June 6 and June 21 coinciding with Parker and Walker Creek peaks	80 cfs ascending to 200 cfs, 200 cfs for 3 days, 200 cfs descending to 80 cfs	Target Ascending: 20%  Maximum Ascending: 40% Maximum Descending: 10% or 10 cfs*
Medium Recession (Node)	July 1 – July 8	80 cfs descending to 48 cfs	Target: 6%  Maximum: 10% or 10 cfs*
Slow Recession	July 9 – July 24	48 cfs descending to 30 cfs	Target: 3%  Maximum: 10% or 10 cfs*
Summer Baseflow	July 25 – September 30	30 cfs target 28 cfs minimum	Maximum: 10% or 10 cfs*
Fall and Winter Baseflow	October 1- March 31	27 cfs target 25 cfs minimum and 29 cfs maximum	Maximum: 10% or 10 cfs*
			* whichever is greater

**TABLE 1F:  
RUSH CREEK STREAM ECOSYSTEM FLOWS FOR DRY/NORMAL I YEARS**

Hydrograph Component	Timing	Flow Requirement	Ramping Rate
Spring Baseflow	April 1 – April 30	40 cfs	Maximum: 10% or 10 cfs*
Spring Ascension	May 1 – May 15	40 cfs ascending to 80 cfs	Target: 5%  Maximum: 25%
Snowmelt Bench	May 16 – July 3	80 cfs	Maximum Ascending: 20% Maximum Descending: 10% or 10 cfs*
Medium Recession (Node)	July 4 – July 9	80 cfs descending to 55 cfs	Target: 6%  Maximum: 10% or 10 cfs
Slow Recession	July 10 – July 30	55 cfs descending to 30 cfs	Target: 3%  Maximum: 10% or 10 cfs*
Summer Baseflow	July 31 – September 30	30 cfs target 28 cfs minimum	Maximum: 10% or 10 cfs*
Fall and Winter Baseflow	October 1- March 31	27 cfs target 25 cfs minimum and 29 cfs maximum	Maximum: 10% or 10 cfs*
			* whichever is greater

**TABLE 1G:  
RUSH CREEK STREAM ECOSYSTEM FLOWS FOR DRY YEARS**

<b>Hydrograph Component</b>	<b>Timing</b>	<b>Flow Requirement</b>	<b>Ramping Rate</b>
Spring Baseflow	April 1 – April 30	30 cfs	Maximum: 10% or 10 cfs*
Spring Ascension	May 1 – May 18	30 cfs ascending to 70 cfs	Target: 5% Maximum: 25%
Snowmelt Bench	May 19 – July 6	70 cfs	Maximum Ascending: 20% Maximum Descending: 10% or 10 cfs*
Medium Recession (Node)	July 7 – July 12	70 cfs descending to 48 cfs	Target: 6% Maximum: 10% or 10 cfs*
Slow Recession	July 13 – July 28	48 cfs descending to 30 cfs	Target: 3% Maximum: 10% or 10 cfs*
Summer Baseflow	July 29 – September 30	30 cfs target 28 cfs minimum	Maximum: 10% or 10 cfs*
Fall and Winter Baseflow	October 1- March 31	27 cfs target 25 cfs minimum and 29 cfs maximum	Maximum: 10% or 10 cfs*
			* whichever is greater

**TABLE 2A:  
LEE VINING CREEK STREAM ECOSYSTEM FLOWS**

Timing: April 1 – September 30						Year-type: Extreme/Wet, Wet, Wet/Normal, Normal, Dry/Normal II				
Maximum ramping at the beginning and end of this period is 20%.										
<b>Inflow</b>	<b>Flow Requirement</b>									
30 cfs or less	Licensee shall bypass inflow.									
31 – 250 cfs	Licensee shall bypass flow in the amount corresponding to inflow which is displayed as blocks of 10 cfs (left-hand vertical column) and 1 cfs increments within such blocks (top horizontal row).									
	0	1	2	3	4	5	6	7	8	9
30		30	30	30	30	30	31	32	33	34
40	30	31	32	33	34	35	36	37	38	39
50	35	36	37	38	39	40	41	42	43	44
60	45	46	47	48	49	50	51	52	53	54
70	55	56	57	58	59	60	61	62	63	64
80	60	61	62	63	64	65	66	67	68	69
90	70	71	72	73	74	75	76	77	78	79
100	75	76	77	78	79	80	81	82	83	84
110	85	86	87	88	89	90	91	92	93	94
120	95	96	97	98	99	100	101	102	103	104
130	100	101	102	103	104	105	106	107	108	109
140	110	111	112	113	114	115	116	117	118	119
150	120	121	122	123	124	125	126	127	128	129
160	130	131	132	133	134	135	136	137	138	139
170	135	136	137	138	139	140	141	142	143	144
180	145	146	147	148	149	150	151	152	153	154
190	155	156	157	158	159	160	161	162	163	164
200	160	161	162	163	164	165	166	167	168	169
210	170	171	172	173	174	175	176	177	178	179
220	180	181	182	183	184	185	186	187	188	189
230	190	191	192	193	194	195	196	197	198	199
240	195	196	197	198	199	200	201	202	203	204
250	200									
251 cfs and greater	Licensee shall bypass inflow.									

**TABLE 2B:  
LEE VINING CREEK STREAM ECOSYSTEM FLOWS**

Timing: April 1 – September 30						Year-type: Dry/Normal I, Dry				
Maximum ramping at the beginning and end of this period is 20%.										
<b>Inflow</b>	<b>Flow Requirement</b>									
30 cfs or less	Licensee shall bypass inflow.									
31 – 250 cfs	Licensee shall bypass flow in the amount corresponding to inflow which is displayed as blocks of 10 cfs (left-hand vertical column) and 1 cfs increments within such blocks (top horizontal row).									
	0	1	2	3	4	5	6	7	8	9
30		30	30	30	30	30	30	30	30	30
40	30	30	30	30	30	30	30	30	30	30
50	30	30	30	30	30	30	30	30	31	32
60	32	33	34	34	35	36	36	37	38	38
70	39	40	41	41	42	43	43	44	45	45
80	46	47	47	48	49	49	50	51	52	52
90	53	54	54	55	56	56	57	58	59	59
100	60	61	61	62	63	64	64	65	66	66
110	67	68	69	69	70	71	72	72	73	74
120	74	75	76	77	77	78	79	80	80	81
130	82	82	83	84	85	85	86	87	88	88
140	89	90	91	91	92	93	94	94	95	96
150	97	97	98	99	100	100	101	102	103	103
160	104	105	106	106	107	108	109	109	110	111
170	112	112	113	114	115	115	116	117	118	118
180	119	120	121	121	122	123	124	124	125	126
190	127	128	128	129	130	131	131	132	133	134
200	134	135	136	137	138	138	139	140	141	141
210	142	143	144	144	145	146	147	148	148	149
220	150	151	151	152	153	154	155	155	156	157
230	158	158	159	160	161	162	162	163	164	165
240	165	166	167	168	169	169	170	171	172	172
250	173									
251 cfs and greater	Licensee shall bypass inflow.									



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 19, 2020

**TIME REQUIRED**

**SUBJECT** Application for Alcoholic Beverage  
License - Flo's Diner

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

An application to the State of California Department of Alcoholic Beverage Control for Alcoholic Beverage License by Florene K. Trainor doing business as Flo's Diner located at 49 Brown Subdivision Rd., Chalfant Valley, CA., 93514.

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**RECOMMENDED ACTION:**

---

**FISCAL IMPACT:**

---

**CONTACT NAME:**

**PHONE/EMAIL:** /

---

**SEND COPIES TO:**

---

**MINUTE ORDER REQUESTED:**

YES  NO

---

**ATTACHMENTS:**

Click to download

[Application](#)

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History

Time

Who

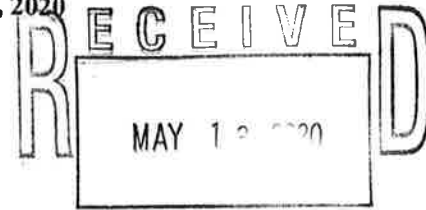
Approval

**APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)**

ABC 211 (6/99)

**TO:** Department of Alcoholic Beverage Control  
4800 STOCKDALE HWY  
STE 213  
BAKERSFIELD, CA 93309  
(661) 395-2731

File Number: **616602**  
Receipt Number: **2633498**  
Geographical Code: **2600**  
Copies Mailed Date: **April 30, 2020**  
Issued Date:



OFFICE OF THE CLERK

DISTRICT SERVING LOCATION: **BAKERSFIELD**  
First Owner: **TRAINOR, FLORENE K**  
Name of Business: **FLOS DINER**  
Location of Business: **49 BROWN SUBDIVISION RD  
CHALFANT VALLEY, CA 93514**

County: **MONO**

Is Premises inside city limits? **No** Census Tract: **0001.01**

Mailing Address:(If different from premises address) **211 HUNTER AVE  
CHALFANT VALLEY, CA 93514**

Type of license(s): **41** Dropping Partner: Yes  No

Transferor's license/name: **581152 / JIMENEZ, JAVIER JIMENEZ**

License Type	Transaction Type	Master	Secondary LT And Count	
41 - On-Sale Beer And Wine - Eating P	PER	Y		

License Type	Transaction Description	Fee Code	Dup	Date	Fee
Application Fee	STATE FINGERPRINTS	NA	2	04/30/20	\$78.00
Application Fee	PERSON TO PERSON TRF	NA	0	04/30/20	\$335.00
Application Fee	FEDERAL FINGERPRINTS	NA	2	04/30/20	\$48.00
41 - On-Sale Beer And Wine - Eat	ANNUAL FEE	NA	0	04/30/20	\$455.00

Total \$916.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of **MONO**

Date: **April 30, 2020**

Applicant Name(s)

**TRAINOR, FLORENE K**

**TRAINOR, TIMOTHY M**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 19, 2020

**Departments: CAO**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Bob Lawton, Acting CAO

**SUBJECT** COVID-19 (Coronavirus) Update

**AGENDA DESCRIPTION:**

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

An opportunity for Mono County Departments and stakeholders to share Coronavirus-related issues with the Board, to include, but not limited to, an update from Unified Command and the branches of crisis response such as the Public Health Department, Operations /Emergency Services, Community Support, Communications / Public Information, Economic Recovery, and Recreation.

**RECOMMENDED ACTION:**

None, informational only. Provide any desired direction to staff.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** 7609325538 / sdedman@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

[Click to download](#)  
No Attachments Available

**History**

Time	Who	Approval
5/15/2020 7:43 AM	County Administrative Office	Yes
5/14/2020 10:12 AM	County Counsel	Yes







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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 19, 2020

**Departments: Public Works**

**TIME REQUIRED** 20 minutes

**SUBJECT** Civic Center Update

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Tony Dublino, Director of Public Works; Nate Greenberg, IT Director

**AGENDA DESCRIPTION:**

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

Weekly update on the County's Civic Center project at 1290 Tavern Road, and efforts to transition County staff from other Mammoth Lakes office locations into the Civic Center as of June 1, 2020.

**RECOMMENDED ACTION:**

None; Informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 5459 / tdublino@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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No Attachments Available

**History**

Time	Who	Approval
5/8/2020 5:07 PM	County Administrative Office	Yes
5/12/2020 3:30 PM	County Counsel	Yes
5/14/2020 8:45 AM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 19, 2020

**Departments: Public Works**

**TIME REQUIRED** 15 minutes

**SUBJECT** Adopt-A-Trail Update

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Matt Paruolo, Eastern Sierra  
Sustainable Recreation Coordinator

**AGENDA DESCRIPTION:**

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

A presentation of the Adopt-a-Trail Program to be implemented by Eastern Sierra Sustainable Recreation Coordinator, on Inyo National Forest lands within Mono County.

**RECOMMENDED ACTION:**

None. Informational only. Board may provide direction to staff as desired.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Matt Paruolo

**PHONE/EMAIL:** 760.660.4948 x103 / mparuolo@mammothlakesrecreation.org

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Presentation</a>

**History**

Time	Who	Approval
5/15/2020 7:42 AM	County Administrative Office	Yes
5/12/2020 2:00 PM	County Counsel	Yes

5/14/2020 10:39 AM

Finance

Yes



Date: May 19, 2020  
To: Honorable Chair and Members of the Board of Supervisors  
From: Matthew Paruolo, Eastern Sierra Sustainable Recreation Coordinator  
Subject: Mono County Trail System Adopt-a-Trail Program

**Discussion:**

***Eastern Sierra Sustainable Recreation Partnership - History, Background***

In 2018, a Non Funded Challenge Cost Share Agreement was entered into by Mono County providing a framework for the "Eastern Sierra Sustainable Recreation Partnership" (ESSRP.org) signatories to cooperatively develop, plan, implement, maintain, and monitor programs and projects that are mutually beneficial to the parties and that enhance U.S. Forest Service and Cooperators' activities. Parties to the agreement desire to focus their combined energy and resources to cooperatively perform projects and activities to improve programs, public services, infrastructure and natural resources, reduce duplication of efforts and harness the expertise of employees of all parties as well as maximize cash and non-cash contributions leading to joint accomplishment of work.

***Mono County Adopt-a-Trail Program***

*Background*

Rationale for the Mono County Adopt-a-Trail Program is drawn from prior discussions with the Mono County Board of Supervisors to better foster on-the-ground trail-maintenance through seeking out and administering an organized network of volunteers and citizen-led stewardship. The Mono County Adopt-a-Trail Program operates consistently with the Mammoth Lakes Trail System Adopt-a-Trail program to provide continuity and seamless interface for trail-system users and potential volunteers/sponsors looking to give back to their near or distant Public Lands. Further rationale is drawn from the revised Inyo National Forest Land Management Plan cited in the attached Adopt-a-Trail Program Proposal § *Citation and Rationale*. The programmatic structure is elicited from dozens of successful Adopt-a-Trail programs nationwide on both U.S. Forest Service, Bureau of Land Management, State, County, and Township - jurisdiction of Public Lands.

*Purpose*

The Mono County Adopt-a-Trail Program is designed to operate two-fold –allowing businesses, groups, organizations, and individuals to contribute to Public Lands through both physical on-the-ground stewardship, and/or financial sponsorship. It is hoped that individual trails will be adopted by both a volunteer and financial sponsor to maximize resources and contributions towards ongoing trail-system maintenance of the Mono County Trail System (MCTS). “Adoptees” who volunteer their time will perform tasks including supervised trail maintenance, and unsupervised light-maintenance, pet waste, fishing line, and litter removal. Adoptees will report any maintenance issues, problems, or needs to the Program Administrator (Recreation Coordinator). Adoptees will NOT act as a “Trail Cop” or perform technical trail maintenance duties. The monetary donations of “Sponsors” will support trail maintenance efforts and the administrative costs associated with the program.

Mammoth Lakes Recreation maintains a list of current trails and facilities available for adoption and sponsorship. Opportunities include lakes, trails, multi-use pathways and trailheads. This list can be viewed at [www.mammothlakesrecreation.org](http://www.mammothlakesrecreation.org) on the Adopt-a-Trail webpage (launch May, 2020). Volunteers are administered under a structured (Group) Volunteer Service Agreement administered by Mammoth Lakes

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P.O. Box 8562 • 126 Old Mammoth Road  
Suite 107 Mammoth Lakes, CA 93546

**MAMMOTH LAKES  
RECREATION**

(760) 660-4948  
[mammothlakesrecreation.org](http://mammothlakesrecreation.org)

---

Recreation and Inyo National Forest Volunteer Coordinator. This program has been developed in partnership with the Mammoth and White Mountain Ranger Districts. Assimilation of the Adopt-a-Trail Program into Humboldt-Toiyabe National Forest, the Bureau of Land Management, and/or other local agency partnership-agreements may be implemented as these partnerships and projects further mature.

*Summary*

The Mono County Adopt-a-Trail Program is consistent with the planned goals and objectives of the revised Inyo National Forest Land Management Plan and is aligned with concurrent efforts operating under the Mammoth Lakes Trail System - Town of Mammoth Lakes. The program is designed to empower individuals and businesses to adopt individual lakes, trails, multi-use pathways, and trailheads through volunteer stewardship and/or financial sponsorship to address deferred maintenance back-log, and provide an enhanced recreational experience that maintains sensitive natural and cultural resources.

If you have any questions regarding this item, please contact Matthew Paruolo at [mparuolo@mammothlakesrecreation.org](mailto:mparuolo@mammothlakesrecreation.org) // [matthew.paruolo@usda.gov](mailto:matthew.paruolo@usda.gov) // 760.660.4948 ext. 103

Respectfully submitted,



## Adopt-A-Trail Program Proposal for U.S. Forest Service

Updated: March 20, 2020



*“Beautiful places cast reflections of beautiful people”*

## Program Background

A 2018 Challenge Cost Share Agreement provided the framework for "Eastern Sierra Sustainable Recreation Partnership" (ESSRP) signatories to cooperatively develop, plan, implement, maintain, and monitor programs and projects that are mutually beneficial to the parties and that enhance U.S. Forest Service and Cooperators' activities. Parties to the agreement desire to focus their combined energy and resources to cooperatively perform projects and activities to improve programs, public services, infrastructure and natural resources, reduce duplication of efforts and harness the expertise of employees of all parties as well as maximize cash and non-cash contributions leading to joint accomplishment of work. This agreement, along with the appointment of Mammoth Lakes Recreation (MLR) "Eastern Sierra Sustainable Recreation Coordinator" (ESSRC) joint-funded by the Town of Mammoth Lakes and Mono County, enables Mono County to work more closely with the U.S. Forest Service to fulfill the intent and desire of this partnership and to enhance coordination and cooperation between parties.

A Memorandum of Understanding entered into between Mono County, and Inyo National Forest (pending) will further document cooperative efforts to “create an enhanced trails-based recreational experience using a comprehensive program of physical trail improvements; integrated wayfinding and interpretation using both traditional and contemporary communication formats; coordination of volunteer events and programs; and continuing system maintenance” known as the Mono County Trail System (MCTS).

Working in coordination with the Town of Mammoth Lakes Trails Manager, the Adopt-a-Trail pilot-program was approved by the Mammoth District Ranger, and will commence ground-operations April, 2020. It is the intent of this proposal to integrate those same policies and procedures throughout the larger MCTS.

### Goals:

- 1) Establish and maintain volunteer programs that deliver a level of service distinguishing Mono County as a world-class recreation destination.
- 2) Foster community and camaraderie among user groups, visitors, locals, businesses, local non-profits, and clubs.
- 3) Ensure that future generations enjoy a clean and well-maintained Mono County Trail-System for years to come.
- 4) Promote stewardship and instill a sense of pride and connection to the landscape for all program volunteers and participants.

### Objectives:





- 1) Trails within the MCTS will be adopted and/or sponsored by local businesses, organizations, groups, families and individuals, who will perform litter pick-up and light trail maintenance tasks as assigned by Adopt A Trail program administrator.
- 2) Create a program that instills a sense of community pride while ensuring the Adopt A Trail program is self-sustaining.

### Citation and Rationale

Rationale for the MCTS Adopt-a-Trail Program is derived from Mono County cooperative agreements with the U.S. Forest Service to help enact its newly-revised Land Management Plan cited below:

INYO National Forest Land Management Plan 2019:

#### Objectives (REC-FW-OBJ)

- 04 Within 10 years of plan approval, establish **community-based partnership programs** to address up to 25 percent of the deferred maintenance for core infrastructure needs such as water, sewer, roads, and trails.

#### Goals (REC-FW-GOAL)

- 04 Promote effective communication with gateway communities to help foster partnerships, inspire volunteers, **educate the public**, and **support stewardship that contributes to funding**, implementation of projects, and long-term maintenance of facilities.
- 05 Improve facilities through the establishment of **"adopt a facility"** programs. Encourage individual and community **stewardship** to enhance experiences and connect people to the landscape.
- 06 Collaborate with a variety of partners to provide stewardship and interpretive services that enhance responsible recreation and increase knowledge of related socioeconomic and environmental issues.
- 07 Enhance stewardship and monitoring through increased **volunteer program activities** and partner contributions.
- 09 Consider **local organizations, nongovernmental organizations, and partners** who interact with the public to provide interpretive services in addition to maintenance and administrative duties.
- 10 Work with local organizations to develop a robust trail ambassador corps, a sustainable **adopt-a-trail program**, and other **on-the-ground stewardship** and interpretive programs.

#### Appendix B Proposed and Possible Actions (pp. 147-8):

- 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.



- Strategically **engage volunteers and partners** to prioritize and complete deferred maintenance and to engage in resource stewardship and restoration.

## Program Structure

### 1) What is the “Adopt-a-Trail” program?

The Adopt-a-Trail program is a monetary “sponsorship” and/or volunteer “adoption” program. “Adoptees” who volunteer their time will perform tasks including supervised trail maintenance, and unsupervised light-maintenance, pet waste, fishing line, and litter removal. Adoptees will report any maintenance issues, problems, or needs to the Program Administrator. Adoptees will NOT act as a “Trail Cop” or perform technical trail maintenance duties. The monetary donations of “Sponsors” will support trail maintenance efforts and the administrative costs associated with the program.

### 2) Who can adopt a trail facility?

The Adopt-a-Trail program is open to everyone, including: businesses, organizations, clubs, groups, families, and individuals. It is hoped that each facility will be adopted *as well as sponsored* by different entities to maximize engagement with the public and support for stewardship and sustainability. The commitment is renewed annually and multi-year engagements are encouraged.

### 3) What is “adopted”?

Mammoth Lakes Recreation maintains a list of current trails and facilities available for adoption and sponsorship. Opportunities include lakes, trails, multi-use pathways and trailheads. This list can be viewed at [www.mammothlakesrecreation.org](http://www.mammothlakesrecreation.org) on the Adopt-a-Trail webpage.

### 4) How do I adopt a trail facility?

A potential adoptee or sponsor will submit an inquiry to Mammoth Lakes Recreation through [www.mammothlakesrecreation.org](http://www.mammothlakesrecreation.org) on the Adopt-a-Trail webpage. The Eastern Sierra Sustainable Recreation Coordinator will contact the adoptee to review options and determine if the trail or facility requested is appropriate for the adoptee and their desired time/monetary investment. Once approved, all necessary paperwork shall be submitted by the Adoptee.

### 5) What trail facilities are open for “adoption”?

The pilot program will begin by offering a limited number of adoptable facilities for Sponsors and Volunteers to choose from. As the program develops, more facilities will become available based on need and merit.



Adoptable Multi-Use Pathway(s):

1. Convict Lake ADA Pathway

Adoptable Soft Surface Trails:

1. Lee Vining Creek Trail
2. Lower Rock Creek Trail
3. Convict Lake Loop Trail
4. Sherwin/Valentine Lakes Trail
5. Minaret Vista Loop
6. Minaret Vista Trail

Adoptable Winter Trails:

1. Reverse Peak Nordic Trail
2. Obsidian Dome Blue Diamond Route Loop A
3. Obsidian Dome Blue Diamond Route Loop B
4. Inyo Craters Blue Diamond Route

Adoptable Trailheads:

1. Convict Lake Trailhead(s)

Adoptable Lakes:

1. Convict Lake
2. June Lake
3. Gull Lake
4. Grant Lake
5. Silver Lake

- 6) What is the monetary sponsorship or adoption hours needed to adopt a trail or facility?  
Each trail facility can be adopted with a *minimum* commitment of 20 volunteer hours and/or sponsored for \$1,500.00 annually. Program Administrator(s) will work with Volunteers and Donors to establish work schedule and requirements for each discrete facility. Monetary sponsorship and volunteers will supplement current Trail Maintenance activities, build capacity, increase services to MCTS facilities, and provide opportunities for “on the ground stewardship” as identified by the Forest Service Land Management Plan.

- 7) Both Sponsors and Adoptees will be acknowledged with:

- Recognition on mammothlakesrecreation.org

- Recognition on Mono County and MLR social media channels
- Donors and Volunteers may receive physical (sign) recognition placed on or adjacent to the adopted facility *as determined by program administrator(s) and U.S. Forest Service*
- Style-guide and location(s) *will be determined in consultation with U.S. Forest Service*
- Other forms of recognition may be determined in consultation with U.S. Forest Service  
E.g. bumper stickers, door vinyl, other “merchandise” items

8) What if adoptees cannot complete the required number of volunteer hours?

“Life Happens”. If the adoptee is unable to fulfill their commitment, they can work with Program Administrator(s) to derive a solution. In the event a solution cannot be derived, the adoptee will not be eligible to participate in the program for three years and all recognition will be removed.

9) What duties will the adoptee perform?

- Unsupervised Light-Maintenance including:
  - Litter patrol
  - Sweep multi-use pathways
  - Pet waste removal
  - ‘Brushing’ and ‘rocking’ trail
  - ‘Water-bar’ and ‘rolling contour dip’ maintenance
  - Trail sign maintenance/installation
  - Report any maintenance issues
  - Complete trail condition reports
- Supervised Trail Maintenance including:
  - Use of power tools
  - Use of hand saws
  - Overhead limb removal
  - Removal of felled trees, boulders, other obstacles
  - Construction of new/existing infrastructure (i.e. water-bars, check-steps, bridges, parking barriers, etc.)

Each of these duties is further defined in the Adopt-a-Trail Volunteer Packet and volunteer training will be provided to each adoptee.

10) What duties are adoptees NOT expected to perform?

Adoptees will not perform any tasks other than those listed above or directed by the Program Administrator under supervision. Adoptees are NOT to engage in any acts of regulatory

enforcement. The adoptee will notify the Program Administrator of any incidents and maintenance issues.

**11) How does my donation to the Adopt-a-Trail program get used?**

Donated funds are used to perform trail facility maintenance throughout the MCTS and to cover administrative costs of the program, materials and supplies. These donated funds will supplement MCTS maintenance activities and provide capacity-building and improved “on the ground stewardship” as identified by the Forest Service Land Management Plan. All funds will be used to complete prescribed system maintenance on facilities within the MCTS across jurisdictions.

**12) How is the Adopt-a-Trail program staffed?**

The Program Administrator will identify available trails and facilities, and the needs for each. MLR will support a dedicated web page for the Adopt-a-Trail program allowing potential adoptees to view available trail facilities and the requirements for each. MLR will also act as the initial point of contact for a potential adoptee or sponsor, connecting each with the Program Administrator to determine the appropriate logistics for each discrete trail facility. The Program Administrator will assign maintenance tasks for each trail facility to be completed by volunteers and/or MLTS Staff.

**13) What are the Adopt-a-Trail Work Party logistics?**

**Supervision and Tracking**

The Program Administrator will work with adoptees to schedule and ensure all liability waivers and volunteer forms have been completed, as well as providing materials, supplies, and coordination of the Work Parties. Prior to the Work Party, the adoptee will fill out the Activity Intent Form specifying the structure and expectations of the Work Party.

On the day of the Work Party, staff will deliver tools and supplies (paint, vests, A-Frame signs, personal protective equipment, etc.) to the worksite. At the end of the Work Party, the adoptee will log their hours, what work was accomplished that day, how much litter was removed, what maintenance issues were found, and report any pertinent observations or issues encountered that MCTS staff should be aware of.

**Tools**

MLR/Mono County maintains an inventory of tools and will purchase supplies as necessary for volunteers to accomplish work. After the work party, staff will collect all tools, supplies, and report forms. Program Administrator and MLR will log all pertinent trail data for the day (litter,

maintenance and volunteer forms), providing it monthly to the U.S. Forest Service Volunteer Coordinator, and maintaining records for its annual report.

### **Trash**

Volunteers will collect and document the amount of trash and recyclables collected from the worksite and deliver waste to a designated U.S. Forest Service dumpster or recycling facility.

Each of these duties is further defined in the Adopt-a-Trail Volunteer Handbook. Volunteer training will be provided for each adoptee.

## **14) Roles and Responsibilities**

**MLR;** Will collaborate with U.S. Forest Service Staff to develop the Adopt-a-Trail Program and maintain a database of trails and facilities with prescribed values. MLR and Program Administrator will determine appropriate roles and responsibilities for participating entities, and work cooperatively to ensure overall program vision and accomplishment of discrete deliverables. MLR will provide an initial point of contact for potential adoptees; host webpage on [mammothlakesrecreation.org](http://mammothlakesrecreation.org) dedicated to the Adopt A Trail program; connect adoptees with Program Administrator; process sponsorship payments; and, coordinate with Inyo National Forest Staff to monitor the program, report activities, and track adoptee benefits.

### **Program Administrator (Eastern Sierra Sustainable Recreation Coordinator) - MLR, Mono County;**

Will oversee the implementation of the program, determine appropriate solutions for trail maintenance needs, ensure that volunteer forms are complete prior to work parties, coordinate on-the-ground logistics, and supervise staff and volunteers as required.

### **Adopting Party Group Leader**

Each adopting organization, group, family, or individual will designate a Group Leader that will be responsible for organizing the group's Adopt-a-Trail Work Parties, ensuring all paperwork and trail reports are completed and turned in to the Program Administrator. Additionally, the Group Leader will communicate with Program Administrator about any needs, issues, or concerns related to their adopted trail or facility.

### **Volunteer Group Members**

Volunteers complete Adopt-a-Trail Work Party tasks outlined in the Adopt-a-Trail Volunteer Packet and communicate all needs, issues, and concerns to the Group Leader.

## **15) Financial Structure**

The Adopt-a-Trail program is a Mono County program to engage with the public in stewardship activities and support current MCTS trail maintenance efforts. All donations received by this



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RECREATION**

(760) 660-4948  
mammothlakesrecreation.org

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program will be restricted to trail maintenance within the MCTS and will subscribe to the Adopt-a-Trail deliverables described. Sponsorship will pay for administrative costs, program related tools and supplies, adoptee benefits and any associated costs.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 19, 2020

**Departments: Public Works**

**TIME REQUIRED** 15 minutes

**SUBJECT** MOU Between Mono County and Inyo National Forest and Recreation Update

**PERSONS APPEARING BEFORE THE BOARD**

Tony Dublino, Director of Public Works; Matthew Paruolo, Eastern Sierra Sustainable Recreation Coordinator

**AGENDA DESCRIPTION:**

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

Review and potentially adopt a Memorandum of Understanding (MOU) between Mono County and the United States Forest Service (USFS). The Agreement is intended to enhance cooperation and coordination on efforts of mutual benefit to the Forest and the County. Provide update on spring/summer 2020 recreation support efforts, including placement of temporary toilets and hand washing stations.

**RECOMMENDED ACTION:**

Approve the County's entrance into the MOU.

**FISCAL IMPACT:**

None. The MOU establishes avenues for cooperation and does not include any financial component or commitment.

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5459 / tdublino@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

History

Time

Who

Approval



5/15/2020 7:41 AM	County Administrative Office	Yes
5/14/2020 10:12 AM	County Counsel	Yes
5/14/2020 9:13 AM	Finance	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

**Date:** May 19, 2020  
**To:** Honorable Board of Supervisors  
**From:** Tony Dublino, Director of Public Works  
**Subject:** MOU between Mono County and the USDA Forest Service, Inyo National Forest

**Recommended Action:** Approve County entry into the proposed MOU and authorize Acting CAO Lawton to sign the MOU on behalf of the County.

**Fiscal Impact:** None.

**Discussion:** In May 2018, the Board became a founding member of the Eastern Sierra Sustainable Recreation Partnership. This Partnership led to the creation of the Eastern Sierra Sustainable Recreation Coordinator (ESSRC) position, which is jointly funded between the County, the Town of Mammoth Lakes, and Mammoth Lakes Recreation.

In order to fully realize the potential benefits of this growing relationship and coordination, ESSRC Matthew Paruolo has recommended the County enter the proposed MOU between the County and the Inyo National Forest (INF).

The proposed MOU is identical to an MOU between the Town and the INF, and has been instrumental for the Town in streamlining various programs, projects and assistance efforts on the INF. The MOU does not obligate funding or create fiscal impact – the sole purpose is to establish a process with the INF that can be used to expedite future projects. With a list of potential County projects under development, this MOU will position the County to make the most of implementation when the opportunities arise.

If you have any questions regarding this request, please contact me at 760.932.5459 or at [tdublino@mono.ca.gov](mailto:tdublino@mono.ca.gov).

Sincerely,

Tony Dublino  
Director of Public Works



FS Agreement No. \_\_\_\_\_

Cooperator Agreement No. \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**MONO COUNTY**  
**And The**  
**USDA, FOREST SERVICE**  
**INYO NATIONAL FOREST**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the County of Mono, a political subdivision of the State of California, hereinafter referred to as “Mono County,” and the United States Department of Agriculture (USDA), Forest Service, Inyo National Forest, hereinafter referred to as the “U.S. Forest Service.”

Background: In a special joint meeting on July 18, 2017, the Mono County Board of Supervisors and Town of Mammoth Lakes Town Council recommended the appointment of a Recreation Task Force to address the need to invest in recreation, including recreation on public lands, and develop programs and capacity to enhance outdoor recreation opportunities and infrastructure on a regional scale throughout Mono County. Based on the findings of this Recreation Task Force, a Non Funded Challenge Cost Share Agreement (Region 5 FS Agreement No. 18-CS-11050400-019) was made and entered into by and between Mono County, California, the Town of Mammoth Lakes, California, the USDA, Forest Service, Pacific Southwest Region, Inyo National Forest, and Intermountain Region, Humboldt-Toiyabe National Forest on July 19, 2018.

This Challenge Cost Share Agreement provided a framework for the "Eastern Sierra Sustainable Recreation Partnership" (ESSRP) signatories to cooperatively develop, plan, implement, maintain, and monitor programs and projects that are mutually beneficial to the parties and that enhance U.S. Forest Service and Cooperators' activities. Parties to the agreement desire to focus their combined energy and resources to cooperatively perform projects and activities to improve programs, public services, infrastructure and natural resources, reduce duplication of efforts and harness the expertise of employees of all parties as well as maximize cash and non-cash contributions leading to joint accomplishment of work.

This agreement, along with the appointment of the "Eastern Sierra Sustainable Recreation Coordinator" enabled Mono County to work more closely with the U.S. Forest Service to fulfill the intent and desire of this partnership and to enhance coordination and cooperation between Mono County and the U.S. Forest Service.

Title: Mono County Trail System (MCTS)



- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to supplement the capacity of Mono County and U.S. Forest Service staff and services, and to create an enhanced trails-based recreational experience using a comprehensive program of physical trails improvements; integrated wayfinding and interpretation using both traditional and contemporary communication formats; coordination of volunteer service agreements and stewardship programs; and continued system maintenance in accordance with the following provisions.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

It is in the interest of and benefit to both parties to provide the public with a comprehensive set of recreational trails and related programs. The facilities and programs developed under the MCTS will provide high quality trails, a high level of information and interpretation; be enjoyable and safe; reduce user conflicts; inform the public on appropriate use of National Forest land for motorized and non-motorized recreation; provide effective system maintenance including coordinated volunteer service agreements and programs; and enhance the users' connections to public lands, the local environment, and the community through stewardship and education. Coordination of efforts and resources will enable both parties to achieve these mutual goals with the highest level of efficiency and effectiveness for the benefit of system users and local taxpayers.

In consideration of the above premises, the parties agree as follows:

**III. MONO COUNTY SHALL:**

- A. In consultation with the U.S. Forest Service, prepare a list or lists of projects and programs for implementation as a part of the MCTS. These projects may include supplementing U.S. Forest Service staffing and services, construction of new facilities; maintenance of existing facilities including trails and signage; development of interpretation, wayfinding, or other informational materials using traditional and new media; and development of stewardship and other volunteer programs for maintenance and interpretation. The geographic scope of the MCTS generally includes the U.S. Census Bureau designation of the County of Mono (CA) occurring on Inyo National Forest system lands. Trails and roads within this geographic scope can be added to the MCTS in consultation with the U.S. Forest Service with a goal of preserving the identity of existing USFS systems (such as Congressionally Designated Wilderness, Over-Snow Vehicle (OSV) Grooming, and Inyo National Forest Off-Highway Vehicle (OHV) Road and Trail Systems).
- B. Submit proposals, if any, to the U.S. Forest Service for those listed projects and programs Mono County desires to develop which fall within the management responsibilities of the U.S. Forest Service.
- C. Support the U.S. Forest Service's identification of and application to fund opportunities to enhance the MCTS.



- D. Seek opportunities for efficiency including opportunities to jointly meet the requirements of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).
- E. Identify funding opportunities for the MCTS and plan for maintenance of facilities and programs proposed under this MOU.
- F. Develop an annual operating plan in cooperation with the U.S. Forest Service that includes activities agreed upon by both parties, assigned tasks, and points of contact.
- G. Complete an annual Volunteer Services Agreement to cover Mono County and sub-contractor volunteer events and activities within the scope of the MCTS.
- H. Implement trail maintenance and Adopt-A-Trail programs.
- I. Maintain routine communication and coordination with the U.S. Forest Service via routine coordination meetings and/or other methods as appropriate.
- J. Provide an annual accomplishment report to the U.S. Forest Service.

#### **IV. THE U.S. FOREST SERVICE SHALL:**

- A. Advise Mono County on U.S. Forest Service priorities, policies, and procedures including identification of the appropriate National Forest authorities for proposed projects including, but not limited to, Special Use Permits, Challenge Cost Share Agreements, and Collection Agreements.
- B. Review and make recommendations regarding the marketing and promotion of the MCTS elements prior to these activities occurring.
- C. Respond to Mono County proposals in a timely manner.
- D. Identify necessary project processing steps including environmental review under NEPA, and advise and coordinate with Mono County as appropriate.
- E. Advise Mono County on opportunities to achieve maximum efficiencies including opportunities to jointly meet the requirements of the NEPA and CEQA.
- F. Explore funding opportunities to support and enhance the MCTS.
- G. Promote the MCTS and programs developed pursuant to this MOU as “Mono County Trails” with the understanding that the U.S. Forest Service can continue to promote and advertise trails and programs that are part of the MCTS in other ways, independent of MCTS and relative to the U.S. Forest service.



H. Develop an annual operating plan in cooperation with Mono County to include activities agreed upon by both parties, assigned tasks, and points of contact.

I. Maintain routine communication and coordination with designated staff at routine coordination meetings and/or other methods as appropriate.

**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

A. Both parties hereto shall cooperate in good faith to further the MCTS.

B. The U.S. Forest Service shall approve all projects on the MCTS developed trails and facilities occurring on National Forest System lands prior to any work commencing.

C. Mono County may consult relevant decision-making bodies or other stakeholders in identification of priorities and opportunities for the implementation of the MCTS.

D. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Tony Dublino Address: 74 N. School St. Annex 1 City, State, Zip: Bridgeport, CA 93517 Telephone: 760.932.5459 FAX: 760.932.5441 Email: tdublino@mono.ca.gov	Name: Robert Lawton Address: 74 N. School Street, PO Box 696 City, State, Zip: Bridgeport, CA 93517 Telephone: 760.932.5410 FAX: 760.932.5411 Email: rlawton@mono.ca.gov

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Adam Barnett Address: 351 Pacu Lane, Suite 200 City, State, Zip: Bishop, CA 93514 Telephone: 760-873-2461 FAX: Email: adam.barnett@usda.gov	Name: Aaron Stout Address: 631 Coyote Street City, State, Zip: Nevada City, CA 95959 Telephone: 530-478-6825 FAX: 530-478-6161 Email: aaron.stout@usda.gov

B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Mono County is sufficient only if



in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Mono County, at Mono County's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- C. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or Mono County from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of Mono County's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Mono County's products or activities.
- E. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.



- F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Mono County to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- G. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- H. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- I. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- J. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Mono County is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:
- "Mono County and the Inyo National Forest work together to maintain and improve the Mono County Trail System so that the public may enjoy local trails while protecting the surrounding natural environment. ."
- Mono County may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. Mono County is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.
- M. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Mono County shall





acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Mono County shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)*

**To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.**

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

***"This institution is an equal opportunity provider."***

- O. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- P. DEBARMENT AND SUSPENSION. Mono County shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Mono County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- Q. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- R. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through January 1, 2024 at which time it will expire.



S. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

\_\_\_\_\_  
,  
Mono County, Date

\_\_\_\_\_  
,  
U.S. Forest Service, Date

The authority and format of this agreement have been reviewed and approved for signature.

\_\_\_\_\_  
U.S. Forest Service Grants Management Specialist Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not 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 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



Date: May 19, 2020  
To: Honorable Chair and Members of the Board of Supervisors  
From: Matthew Paruolo, Eastern Sierra Sustainable Recreation Coordinator  
Subject: Mono County Trail System MOU and Adopt-a-Trail Program

**Discussion:**

***Eastern Sierra Sustainable Recreation Partnership - History, Background***

In 2018, a Non Funded Challenge Cost Share Agreement was entered into by Mono County providing a framework for the "Eastern Sierra Sustainable Recreation Partnership" (ESSRP.org) signatories to cooperatively develop, plan, implement, maintain, and monitor programs and projects that are mutually beneficial to the parties and that enhance U.S. Forest Service and Cooperators' activities. Parties to the agreement desire to focus their combined energy and resources to cooperatively perform projects and activities to improve programs, public services, infrastructure and natural resources, reduce duplication of efforts and harness the expertise of employees of all parties as well as maximize cash and non-cash contributions leading to joint accomplishment of work.

***Mono County Trail System - Memorandum of Understanding (MOU)***

*Background*

Rationale for the Mono County Trail System (MCTS) is drawn from the Mammoth Lakes Trail System (MLTS) - a partnership agreement entered into by the Town of Mammoth Lakes and Inyo National Forest in 2006 to "create an enhanced trails-based recreational experience using a comprehensive program of physical trails improvements; integrated wayfinding and interpretation using both traditional and contemporary communication formats; coordination of volunteer service agreements and programs; and continuing system maintenance."

Through this agreement the Town of Mammoth Lakes and Inyo National Forest "work in partnership with the Mammoth Lakes community to define, develop and maintain some of the best alpine recreation area in the country. Through collaborative planning and stewardship within the Town's sphere of influence, the Mammoth Lakes Trail System is maintained and improved as a comprehensive and sustainable recreation asset. Our community's health, quality of life and local economy continue to improve along with it!" (source - [mammothtrails.org](http://mammothtrails.org))

The formation of the Eastern Sierra Sustainable Recreation Partnership (2018) and creation of the Eastern Sierra Sustainable Recreation Coordinator position jointly-funded by the Town of Mammoth Lakes and Mono County (2019) enables Mono County to work more closely with the U.S. Forest Service to fulfill the intent and desire of this partnership and to enhance coordination and cooperation between Mono County and the U.S. Forest Service.

*Purpose*



The purpose of this MOU is to document the cooperation between the parties to supplement the capacity of Mono County and U.S. Forest Service (Inyo National Forest). Further rationale is elicited from the revised Inyo National Forest Land Management Plan (2019):

**Goals (REC-FW-GOAL)**

- 01 Coordinate with local and national partners early in project development to elicit collaborative input on sustainable recreation opportunities, needs, and potential conflicts.
- 03 Seek to increase summer transportation systems to connect people to nature, improve personal health, and increase access for underserved communities, minorities and urban youth.
- 04 Promote effective communication with gateway communities to help foster partnerships, inspire volunteers, educate the public, and support stewardship that contributes to funding, implementation of projects, and long-term maintenance of facilities.
- 05 Improve facilities through the establishment of “adopt a facility” programs. Encourage individual and community stewardship to enhance experiences and connect people to the landscape.
- 06 Collaborate with a variety of partners to provide stewardship and interpretive services that enhance responsible recreation and increase knowledge of related socioeconomic and environmental issues.
- 07 Enhance stewardship and monitoring through increased volunteer program activities and partner contributions.
- 09 Consider local organizations, nongovernmental organizations, and partners who interact with the public to provide interpretive services in addition to maintenance and administrative duties.
- 10 Work with local organizations to develop a robust trail ambassador corps, a sustainable adopt-a-trail program, and other on-the-ground stewardship and interpretive programs.
- 11 Work with local partners and municipalities to achieve timely opening and closing of access and facilities based on snowpack and other seasonal considerations rather than a fixed administrative calendar.

Examples of current and existing partnership efforts include: provision of Mono County resources towards early-opening of facilities - supplemental expense of janitorial and contractual services to meet public demand; trailhead and FS road-maintenance activities, engaging with volunteers and local NGO's to facilitate June Lake Trail Days and other regional volunteer events; planning, conceptual design, and implementation of new and existing recreational trails and facilities; implementation of the Tangle Free Waters program and; leveraging local resources to jointly-accomplish mutual goals.

Mono County's contribution to this MOU includes the following objectives:

- A. In consultation with the U.S. Forest Service, prepare a list or lists of projects and programs for implementation as a part of the MCTS. These projects may include supplementing U.S. Forest Service staffing and services, construction of new facilities; maintenance of existing facilities including trails and signage; development of interpretation, wayfinding, or other informational materials using traditional and new media; and development of stewardship and other volunteer programs for maintenance and interpretation. The geographic scope of the MCTS generally includes the U.S. Census Bureau designation of the County of Mono (CA) occurring on Inyo National Forest system lands. Trails and roads within this geographic scope can be added to the MCTS in consultation with the U.S. Forest Service with a goal of preserving the identity of existing USFS systems (such as Congressionally



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Designated Wilderness, Over-Snow Vehicle (OSV) Grooming, and Inyo National Forest Off-Highway Vehicle (OHV) Road and Trail Systems).

- B. Submit proposals, if any, to the U.S. Forest Service for those listed projects and programs Mono County desires to develop which fall within the management responsibilities of the U.S. Forest Service.
- C. Support the U.S. Forest Service's identification of and application to fund opportunities to enhance the MCTS.
- D. Seek opportunities for efficiency including opportunities to jointly meet the requirements of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).
- E. Identify funding opportunities for the MCTS and plan for maintenance of facilities and programs proposed under this MOU.
- F. Develop an annual operating plan in cooperation with the U.S. Forest Service that includes activities agreed upon by both parties, assigned tasks, and points of contact.
- G. Complete an annual Volunteer Services Agreement to cover Mono County and sub-contractor volunteer events and activities within the scope of the MCTS. Implement trail maintenance and Adopt-A-Trail programs.
- H. Maintain routine communication and coordination with the U.S. Forest Service via routine coordination meetings and/or other methods as appropriate.
- I. Provide an annual accomplishment report to the U.S. Forest Service

### *Summary*

The Mono County Trail System MOU will provide a template for continued partnership and joint-accomplishment of discrete projects and programs. Forthcoming objectives include installation of trail and Forest Road (FRD) wayfinding signage on U.S. Forest Service recreational trails and roads, increased partner-driven trail maintenance activities and capacity-building grants and agreements, implementation of the Adopt-a-Trail Program, and on-going trail-system planning that brings an enhanced recreational experience to visitors and locals of Mono County trails through a system of physical trail-improvements and interpretive programming.

Individual projects and programs may require additional special-use authorizations with individual U.S. Forest Service ranger districts based on project scope. This MOU captures the overarching cooperation between Mono County (local government), and the Inyo National Forest (Department of Agriculture) to accomplish shared objectives. A separate MOU Agreement with Humboldt-Toiyabe National Forest, the Bureau of Land Management, and/or other local agencies may be evoked as these partnership ventures further mature.

If you have any questions regarding this item, please contact Matthew Paruolo at [mparuolo@mammothlakesrecreation.org](mailto:mparuolo@mammothlakesrecreation.org) // [matthew.paruolo@usda.gov](mailto:matthew.paruolo@usda.gov) // 760.660.4948 ext. 103

Respectfully submitted,



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 19, 2020

**Departments: Public Works - Roads**

**TIME REQUIRED** 10 Minutes

**PERSONS APPEARING BEFORE THE BOARD** Kevin Julian

**SUBJECT** 2020 Maintained Mileage

**AGENDA DESCRIPTION:**

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

Section 2121 of the California Streets and Highways Code provides that in May of each year each County shall submit to the Department of Transportation (Caltrans) any additions or exclusions from its mileage of maintained County roads.

**RECOMMENDED ACTION:**

Adopt proposed resolution specifying additions and/or exclusions to the maintained mileage within the County road system and establishing maintained mileage for fiscal year 2020-2021. Provide any desired direction to staff.

**FISCAL IMPACT:**

The proposed action will result in a reduction to the County Maintained Road Mileage of approximately 1.33 miles or .20%. As such, associated Road Funding is not expected to have a discernible impact on the budget or operations in the future.

**CONTACT NAME:** Kevin Julian

**PHONE/EMAIL:** 7609325449 / kjulian@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Attachment A to Resolution</a>
<input type="checkbox"/> <a href="#">2020 Maintained Mileage Map</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/15/2020 7:42 AM	County Administrative Office	Yes
5/12/2020 1:59 PM	County Counsel	Yes
5/14/2020 10:31 AM	Finance	Yes



# MONO COUNTY

## DEPARTMENT OF PUBLIC WORKS

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

**Date:** May 19, 2020  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Kevin Julian, Road Operations Superintendent  
**Subject:** County Maintained Mileage for FY20-21

### **Recommended Action:**

Adopt Resolution No. R20-\_\_\_ "A Resolution of the Mono County Board of Supervisors Specifying Additions and/or Exclusions to the Maintained Mileage Within the County Road System and Establishing Maintained Mileage for Fiscal Year 2020 – 2021."

### **Fiscal Impact:**

The proposed action will result in a reduction to the County Maintained Road Mileage of approximately 1.33 miles or .20%. As such, associated Road Funding is not expected to have a discernible impact on the budget or operations in the future.

### **Discussion:**

Section 2121 of the California Streets and Highways Code provides that in May of each year each County shall submit to the Department of Transportation (Caltrans) any additions or exclusions from its mileage of maintained County roads.

The mileage reported to Caltrans in May of 2019 was 680.59 miles. This year, the County updated the GIS-based shapefile for the County's Maintained Road Mileage using the most up to date ownership information and correcting small deficiencies in right of way overlap resulting in a total maintained mileage of 679.26 miles.

A copy of the draft resolution is enclosed as Exhibit 1 to this staff report for Board consideration. The detailed list of County-maintained roads, including their designations and mileage, is included as Attachment A to the resolution.

If you have any questions regarding this item, please contact me at 760.932.5449 or at [kjulian@mono.ca.gov](mailto:kjulian@mono.ca.gov).

Respectfully submitted,

Kevin Julian  
Road Operations Superintendent



enclosure: Exhibit 1 – Draft Resolution  
Attachment A – FY 20-21 Maintained Mileage



**RESOLUTION NO. R20-**

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
SPECIFYING ADDITIONS AND/OR EXCLUSIONS TO THE  
MAINTAINED MILEAGE WITHIN THE COUNTY ROAD SYSTEM AND  
ESTABLISHING MAINTAINED MILEAGE FOR FISCAL YEAR 2020-2021**

**WHEREAS**, pursuant to Section 941 of the California Streets and Highways Code, the County of Mono has in place a system of roads that it maintains for public convenience; and,

**WHEREAS**, Section 2121 of the California Streets and Highways Code provides that in May of each year, each County shall submit to the State Department of Transportation any additions or exclusions from its mileage of maintained County roads, specifying the termini and mileage of each route added or excluded; and,

**WHEREAS**, the State Department of Transportation certified to the State Controller on December 31, 2019, that the total road mileage maintained by the County of Mono was 680.59 miles; and,

**WHEREAS**, the County finds that since that date, changes in road ownership and right of way overlap has caused minor variations to road segments, as indicated on "Attachment A," attached hereto and incorporated by this reference.

**NOW, THEREFORE, BE IT RESOLVED** that the total mileage of maintained County roads to be submitted to the State Department of Transportation in 2020 is 679.26, as indicated on the tabulation for 2020, which is attached hereto as "Attachment A" and hereby adopted by the Board. Both "Attachment A" and the 2020 maintained mileage map are on file with the Mono County Department of Public Works.

/////

/////

1 **APPROVED AND ADOPTED** this 19th day of May, 2020, by the following vote of the Board of  
2 Supervisors, County of Mono:

3       **AYES**       :  
4       **NOES**       :  
5       **ABSENT**   :  
6       **ABSTAIN**  :

7 \_\_\_\_\_  
8 Stacy Corless, Chair  
9 Mono County Board of Supervisors

10 ATTEST:

Approved as to Form:  
11 \_\_\_\_\_

12 \_\_\_\_\_  
13 Clerk of the Board

14 \_\_\_\_\_  
15 County Counsel

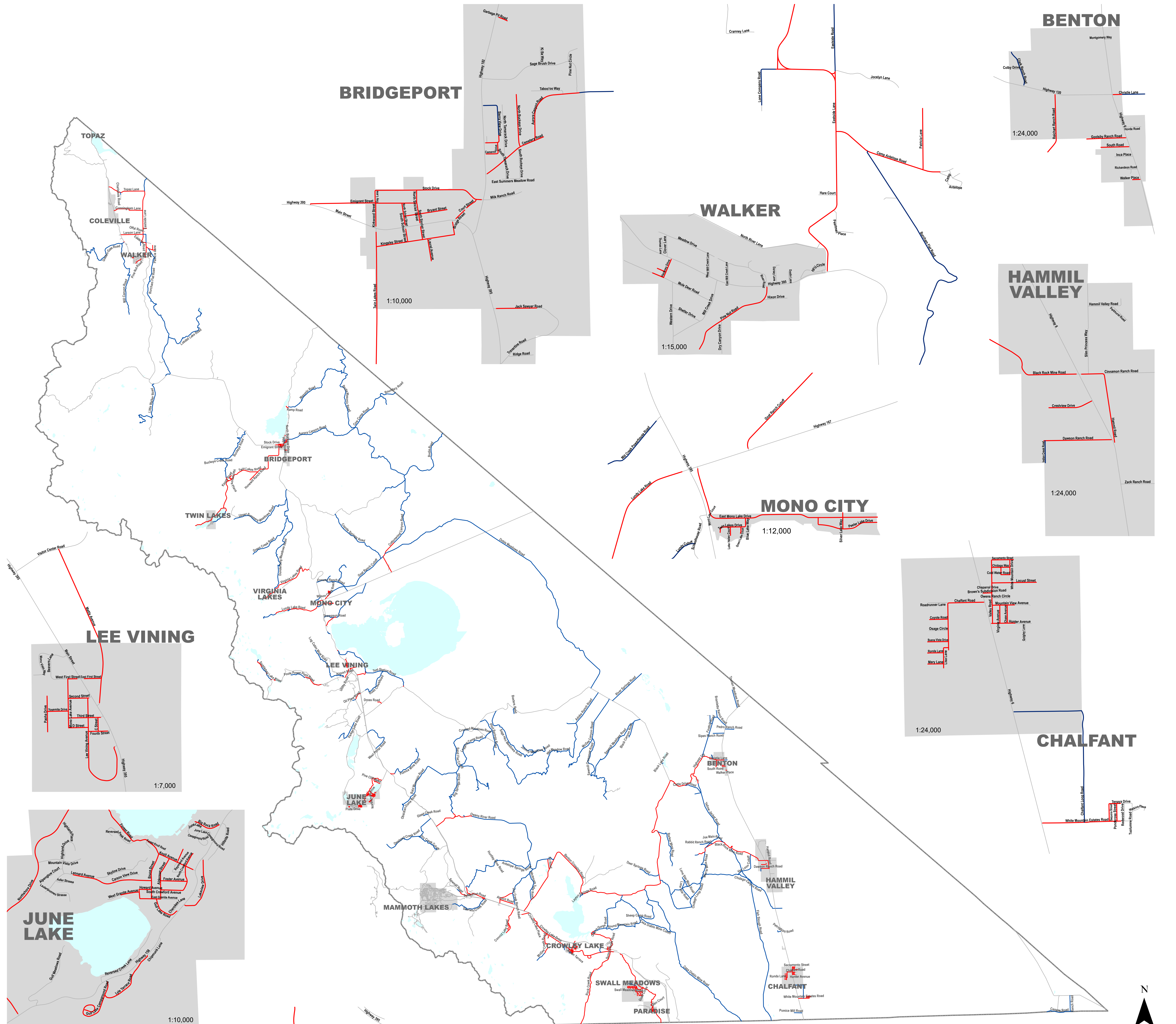
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Road Number	Road Name	2019 Miles	2020 Miles	difference	Explanation
2001	Lower Rock Creek Road	9.31	9.31	0.00	
2003	Rock Creek Road	8.07	8.07	0.00	
2005	Crowley Lake Drive	8.66	8.65	0.00	
2006	Owens Gorge Road	9.51	9.51	0.00	
2008	Sunny Slopes Road	0.17	0.17	0.00	
2009	Spillway Road	0.23	0.23	0.00	
2010	Rainbow Terns Road	0.50	0.50	0.00	
2011	South Landing Road	0.99	0.99	0.00	
2012	Hilton Creek Trail	0.40	0.40	0.00	
2013	Gregory Lane	0.25	0.25	0.00	
2014	McGee Creek Road	3.28	3.28	0.00	
2015	Crowley Lake Place	0.62	0.62	0.00	
2016	Mt. Morrison Road	0.68	0.68	0.00	
2017	Benton Crossing Road	30.26	30.26	0.00	
2018	Convict Lake Road	2.73	2.73	0.00	
2019	Convict Campground Road	0.80	0.80	0.00	
2020	Layton Springs Road	0.51	0.51	0.00	
2021	Casa Diablo Mine Cutoff	6.00	6.00	0.00	
2022	Round Mountain Road	4.56	4.56	0.00	
2023	Casa Diablo Mine Road	16.80	16.80	0.00	
2024	Sheep Camp Road	3.40	3.40	0.00	
2025	Chidago Canyon Road	14.34	14.33	-0.01	GIS Line Geometry edits
2026	Deer Springs Road	2.08	2.08	0.00	
2027	Barker Mine Road	4.23	4.23	0.00	
2028	Cattle Drive Road	1.72	1.72	-0.01	GIS Line Geometry edits
2029	Yellow Jacket Road	8.24	8.24	0.00	
2030	Pumice Mill Road	0.72	0.72	0.00	
2032	Joe Main Road	0.76	0.76	0.00	
2033	Rabbit Ranch Road	1.23	1.23	0.00	
2034	Morris Mine Road	3.29	3.29	0.00	
2035	Chidago Loop Road	5.53	5.56	0.02	GIS Line Geometry edits
2036	Lone Star Road	2.12	2.12	0.00	
2037	Lone Star Mine Road	1.02	1.02	0.00	
2038	Pumice Mill Road	0.60	0.60	0.00	
2039	Chalfant Loop Road	2.02	2.02	0.00	
2040	White Mountain Estates Road	0.88	0.88	0.00	
2041	Sequoia Street	0.20	0.20	0.00	
2042	Ponderosa Street	0.20	0.20	0.00	
2043	Tenaya Drive	0.13	0.13	0.00	
2044	Petroglyph Road	0.39	0.38	0.00	
2045	White Mountain Ranch Road	0.59	0.59	0.00	
2046	Fish Slough Road	17.25	17.25	0.00	
2047	Hieroglyph Road	0.09	0.09	0.00	
2048	Dawson Ranch Road	0.76	0.76	0.00	
2049	Indian Creek Road	0.25	0.25	0.00	
2050	Hammil Road	0.79	0.79	0.00	
2051	Cinnamon Ranch Road	0.24	0.24	0.00	
2052	Crestview Drive	0.50	0.50	0.00	
2053	Black Rock Mine Road	8.11	8.11	0.00	
2054	Van Loon Cutoff	2.68	2.68	0.00	
2055	Walker Place	0.08	0.08	0.00	
2056	South Road	0.31	0.31	0.00	
2057	Goolsby Ranch Road	0.44	0.44	0.00	
2058	Christie Lane	0.36	0.36	0.00	
2059	Reichart Ranch Road	0.68	0.68	0.00	
2060	Clark Ranch Road	0.41	0.41	0.00	
2061	Foothill Road	4.20	4.20	0.00	
2062	G-Bar-T Ranch Road	0.90	0.90	0.00	
2063	Sipes Ranch Road	1.03	1.03	0.00	
2064	Pedro Ranch Road	0.84	0.84	0.00	
2065	Bramlette Ranch Road	1.72	1.72	0.00	
2066	Truman Meadows Road	1.73	1.73	0.00	
2067	Black Lake Road	0.10	0.10	0.00	
2068	Canyon Road	2.49	2.49	0.00	
2069	Ranch Road	1.50	1.50	0.00	
2070	Aspen Springs Ranch Road	0.74	0.74	0.00	
2071	Hot Creek Ranch Road	1.10	1.06	-0.04	Corrected in Snow Plow Map process removing small section at the end of the road
2072	Owens River Road	16.14	16.14	0.00	
2073	School Road	0.01	0.01	0.00	
2074	Whitmore Tubs Road	2.70	2.70	0.00	
2076	Pit Road	0.96	0.96	0.00	
2077	Summers Road	0.22	0.22	0.00	
2078	Substation Road	1.52	1.52	0.00	
2080	Casa Diablo Cutoff	0.05	0.05	0.00	
2081	Antelope Springs Road	9.65	9.65	0.00	
2082	Huntley Mine Road	0.11	0.11	0.00	
2083	Dry Creek Cutoff	2.46	2.46	0.00	
2084	Deadman Creek Road	6.10	6.16	0.06	GIS Line Geometry edits
2085	Glass Creek Road	0.45	0.45	0.00	
2086	Owens River Ranch Road	0.15	0.15	0.00	
2088	Airport Road	1.30	1.30	0.00	
2089	Sherwin Creek Road	3.97	3.93	-0.04	ROW correction

2090	Sawmill Road	1.11	1.11	0.00	
2091	Hot Creek Hatchery Road	4.94	4.94	0.00	
2101	Westridge Road	0.45	0.45	0.00	
2102	Paradise Point	0.04	0.04	0.00	
2103	Scott Road	0.07	0.07	0.00	
2104	Summit Road	0.19	0.19	0.00	
2105	Dennis Way	0.03	0.03	0.00	
2106	Glen Court	0.04	0.04	0.00	
2107	Alison Lane	0.10	0.10	0.00	
2108	Sherwin Trail	0.12	0.12	0.00	
2109	Deer Peak Trail	0.16	0.16	0.00	
2110	Eagle Vista	0.09	0.09	0.00	
2111	Valley View Road	0.33	0.33	0.00	
2112	Rimrock Drive	0.97	0.97	0.00	
2115	Pinon Drive	0.32	0.32	0.00	
2116	Quail Circle	0.10	0.10	0.00	
2120	Sierra Vista Circle	0.04	0.04	0.00	
2201	Swall Meadows Road	1.47	1.47	0.00	
2202	Wilson Road	0.18	0.14	-0.04	Now reflects where pavement ends
2204	Willow Road	0.14	0.14	0.00	
2205	Orchard Road	0.20	0.20	0.00	
2206	Meadow Road	0.10	0.10	0.00	
2207	Foothill Road	0.22	0.22	0.00	
2208	North Valley View Drive	0.22	0.22	0.00	
2209	Mountain View Drive	0.84	0.84	0.00	
2210	Pine Drive	0.23	0.23	0.00	
2211	Sky Meadows Road	1.05	1.05	0.00	
2301	Meadow View Drive	0.24	0.24	0.00	
2302	Lake Manor Place	0.17	0.18	0.00	
2303	Aspen Terrace	0.27	0.27	0.00	
2304	Delta Drive	0.27	0.27	0.00	
2305	Placer Road	0.12	0.11	0.00	
2306	Hilton Creek Drive	0.23	0.23	0.00	
2307	Hilton Creek Place	0.10	0.10	0.00	
2308	Crowley Lake Circle	0.04	0.04	0.00	
2309	Elderberry Lane	0.11	0.11	0.00	
2310	Pearson Road	0.29	0.29	0.00	
2311	Wild Rose Drive	0.05	0.05	0.00	
2312	Sierra Springs Drive	0.64	0.64	0.00	
2313	Larkspur Lane	0.15	0.15	0.00	
2314	Shanna Circle	0.03	0.03	0.00	
2401	Hunter Avenue	0.26	0.26	0.00	
2402	Valley Road	0.71	0.71	0.00	
2403	Virginia Avenue	0.20	0.20	0.00	
2404	Chase Avenue	0.20	0.20	0.00	
2405	Mountain View Avenue	0.25	0.25	0.00	
2406	Brown's Subdivision Road	0.10	0.10	0.00	
2407	Locust Street	0.50	0.50	0.00	
2408	Chidago Way	0.21	0.21	0.00	
2409	Piute Lane	0.08	0.08	0.00	
2410	Cold Water Road	0.10	0.10	0.00	
2411	White Mountain Drive	0.17	0.17	0.00	
2412	Sacramento Street	0.25	0.25	0.00	
2413	Chalfant Road	0.93	0.93	0.00	
2414	Coyote Road	0.21	0.21	0.00	
2415	Buena Vista Drive	0.23	0.23	0.00	
2416	Lisa Lane	0.28	0.28	0.00	
2417	Ronda Lane	0.18	0.18	0.00	
2418	Mary Lane	0.18	0.18	0.00	
2801	Wheeler View Drive	0.03	0.02	0.00	
2802	Montana Road	0.05	0.05	0.00	
3001	Big Springs Road	5.31	5.31	0.00	
3002	Obsidian Dome Road	1.57	1.54	-0.03	ROW correction
3003	Bald Mountain Road	11.22	11.16	-0.05	ROW correction
3004	Bald Mountain Springs Road	2.28	2.29	0.01	GIS Line Geometry edits
3005	Pumice Mine Road	4.73	4.71	-0.02	GIS Line Geometry edits
3006	West Portal Road	3.44	3.44	0.00	
3008	Pine Cliff Road	0.98	0.98	0.00	
3009	Aspen Road	0.22	0.22	0.00	
3010	Dream Mountain Drive	0.20	0.20	0.00	
3012	Parker Lake Road	3.10	3.10	0.00	
3015	Oil Plant Road	1.04	1.04	0.00	
3016	Test Station Road	5.56	5.56	0.00	
3017	Rush Creek Road	3.08	3.08	0.00	
3018	Dross Road	0.39	0.39	0.00	
3019	Sand Flat Cutoff	4.54	4.54	0.00	
3020	Pilot Springs Road	4.08	4.08	0.00	
3021	Logging Camp Road	5.49	5.53	0.05	GIS Line Geometry edits
3022	Wet Meadow Road	20.03	20.03	0.00	
3023	Johnny Meadows Road	1.98	1.98	0.00	
3024	Crooked Meadows Road	0.43	0.43	0.00	
3025	Sage Hen Meadows Road	10.24	9.06	-1.18	Fixed GIS overlap
3026	Baxters Road	0.56	0.56	0.00	

3027	Dobie Meadows Road	30.87	30.86	-0.01	GIS Line Geometry edits
3028	Adobe Ranch Road	4.44	4.41	-0.03	ROW correction
3029	McGee Canyon Road	8.51	8.48	-0.03	ROW correction
3030	River Springs Road	3.73	3.72	-0.01	ROW correction
3031	Black Canyon Road	1.42	1.42	0.00	
3032	Sawmill Meadows Road	11.54	11.52	-0.01	ROW correction
3033	Sawmill Crossover Road	4.77	4.77	0.00	
3034	Log Cabin Mine Road	4.85	4.84	-0.01	GIS Line Geometry edits
3035	Poole Power Plant Road	3.34	3.34	0.00	
3036	Ellery Lake Campground Road	0.24	0.24	-0.01	ROW correction
3037	Saddlebag Lake Road	2.50	2.49	0.00	
3038	Junction Campground Road	0.23	0.23	0.00	
3039	Picnic Grounds Road	4.18	4.18	0.00	
3040	Picnic Shortcut Road	0.10	0.10	0.00	
3041	McPherson Subdivision Road	0.36	0.32	-0.04	ROW correction
3042	Cemetery Road	5.90	5.89	-0.01	ROW correction
3043	Thompson Road	1.02	1.02	0.00	
3044	Lundy Lake Road	6.58	6.58	0.00	
3045	Lundy Cutoff	0.57	0.57	0.00	
3046	Lundy Dam Road	0.47	0.47	0.00	
3048	Mill Creek Powerhouse Road	0.72	0.72	0.00	
3049	Conway Ranch Road	3.38	3.38	0.00	
3050	Rattlesnake Gulch Road	0.61	0.61	0.00	
3051	Cooney Road	2.42	2.42	0.00	
3052	Goat Ranch Cutoff	7.05	7.05	0.00	
3053	Cottonwood Canyon Road	10.85	10.85	0.00	
3054	Coyote Springs Road	6.53	6.53	-0.01	ROW correction
3101	Big Rock Road	0.12	0.12	0.00	
3102	Lakeview Drive	0.28	0.28	0.00	
3103	Knoll Avenue	0.18	0.18	0.00	
3104	North Crawford Avenue	0.22	0.07	-0.16	Reporting Error from 2019 - Switched with South Crawford
3104	South Crawford Avenue	0.07	0.22	0.16	Reporting Error from 2019 - Switched with North Crawford
3105	Foster Avenue	0.12	0.12	0.00	
3106	Brenner Street	0.07	0.07	0.00	
3107	Forest Road	0.41	0.41	0.00	
3108	Bruce Street	0.22	0.22	0.00	
3109	Leonard Avenue	0.27	0.38	0.11	additional segment was submitted as class II with snow plow routes
3110	Howard Avenue	0.07	0.07	0.00	
3111	East Granite Avenue	0.04	0.04	0.00	
3111	West Granite Avenue	0.17	0.17	0.00	
3112	Gull Lake Road	0.14	0.14	0.00	
3113	Lyle Terrace Road	0.37	0.37	0.00	
3114	Gull Lake Campground Road	0.32	0.31	0.00	
3116	Alderman Street	0.20	0.20	0.00	
3120	Northshore Drive	3.53	3.53	0.00	
3201	Pumice Road	0.13	0.12	0.00	
3202	Airport Road	0.51	0.55	0.03	Corrected in Snow Plow Map process removing small section at the end of the road
3203	Utility Road	0.86	0.86	0.00	
3204	Lee Vining Avenue	0.44	0.44	0.00	
3205	Fourth Street	0.06	0.06	0.00	
3206	C Street	0.05	0.05	0.00	
3207	D Street	0.06	0.06	0.00	
3208	Mono Lake Avenue	0.16	0.16	0.00	
3209	Third Street	0.11	0.11	0.00	
3210	Yosemite Drive	0.07	0.07	0.00	
3211	Paoha Drive	0.12	0.12	0.00	
3212	Second Street	0.07	0.07	0.00	
3214	East First Street	0.06	0.06	0.00	
3214	West First Street	0.03	0.03	0.00	
3215	Mattly Avenue	0.53	0.53	0.00	
3301	East Mono Lake Drive	1.22	1.22	0.00	
3302	Blue Lake Way	0.05	0.05	0.00	
3303	Twin Lakes Drive	0.17	0.17	0.00	
3304	Green Lake Court	0.04	0.04	0.00	
3305	Lake Helen Court	0.05	0.05	0.00	
3306	Peeler Lake Drive	0.38	0.38	0.00	
3307	Silver Lake Way	0.09	0.09	0.00	
3401	Conway Road	0.33	0.33	0.00	
3402	Wilson Creek Road	0.38	0.38	0.00	
3403	Glacier Canyon Way	0.26	0.26	0.00	
3404	Lundy Circle	0.06	0.06	0.00	
3405	Bodie Circle	0.06	0.06	0.00	
4001	Virginia Lakes Road	6.20	6.20	0.00	
4002	Dunderberg Meadows Road	8.50	8.47	-0.03	GIS Line Geometry edits
4003	Little Virginia Lakes Road	0.17	0.17	0.01	GIS Line Geometry edits
4004	Green Creek Road	8.76	8.80	0.04	ROW correction
4005	Upper Summers Meadows Road	6.71	6.71	0.00	
4007	Bodie Road	10.42	10.42	0.00	
4008	Bodie Masonic Road	19.26	19.25	0.00	
4010	Cow Camp Road	5.12	5.12	0.00	
4011	Boundary Road	1.79	1.79	0.00	
4012	Twin Lakes Road	13.39	13.39	0.00	
4013	Hunewill Ranch Road	1.06	1.06	0.00	

4014	Hackamore Place	0.50	0.50	0.00	
4015	Spur Court	0.07	0.07	0.00	
4016	Kayak Road	0.09	0.09	0.00	
4017	South Twin Road	2.21	2.22	0.01	GIS Line Geometry edits
4018	Garbage Pit Road	0.08	0.04	-0.04	ROW correction
4019	Ramp Road	0.30	0.30	0.00	
4020	Masonic Road	8.04	8.04	0.00	
4021	Buckeye Road	7.71	7.69	-0.02	GIS Line Geometry edits
4022	Buckeye Creek Road	0.64	0.64	0.00	
4101	Jack Sawyer Road	0.19	0.19	0.00	
4102	Bridge Street	0.06	0.06	0.00	
4103	Hays Street	0.06	0.06	0.00	
4104	Kingsley Street	0.37	0.37	0.00	
4105	Laurel Avenue	0.11	0.11	0.00	
4106	North Sinclair Street	0.15	0.15	0.00	
4106	South Sinclair Street	0.06	0.06	0.00	
4107	North School Street	0.10	0.10	0.00	
4107	South School Street	0.06	0.06	0.00	
4108	Kirkwood Street	0.11	0.11	0.00	
4109	Emigrant Street	0.50	0.50	0.00	
4110	Day Lane	0.06	0.06	0.00	
4111	Stock Drive	0.53	0.51	-0.01	GIS Line Geometry edits
4112	Court Street	0.06	0.06	0.00	
4113	Bryant Street	0.21	0.21	0.00	
4114	Aurora Canyon Road	7.85	7.84	0.00	
4115	Cemetery Road	0.04	0.05	0.01	GIS Line Geometry edits
4116	Cameron Drive	0.11	0.11	0.00	
4117	Sierra View Drive	0.30	0.30	0.00	
4118	North Buckeye Drive	0.25	0.25	0.00	
5001	Burcham Flat Road	14.62	14.62	0.00	
5002	Pine Nut Road	0.69	0.69	0.00	
5003	Hackney Drive	0.14	0.14	0.00	
5004	Shop Road	0.07	0.07	0.00	
5005	Mill Canyon Road	8.12	8.12	0.00	
5006	Golden Gate Road	5.94	5.94	0.00	
5007	Eastside Lane	8.04	8.04	0.00	
5008	Camp Antelope Road	0.80	0.80	0.00	
5009	Patricia Lane	0.43	0.43	0.00	
5010	Lone Company Road	0.56	0.56	0.00	
5011	Eastside Road	1.14	1.14	0.00	
5012	Offal Road	0.35	0.35	0.00	
5013	Larson Lane	2.09	2.07	-0.02	ROW correction
5014	Cunningham Lane	2.83	2.83	0.00	
5015	Topaz Lane	3.52	3.51	-0.01	ROW correction
5016	Charlebois Road	0.19	0.19	0.00	
5017	Lobdell Lake Road	6.78	6.78	0.00	
5018	Little Walker Road	6.65	6.65	0.00	
5019	Mule Deer Road	0.00	0.08	0.08	Newly acquired county road
	TOTALS	680.59	679.26	-1.33	-0.20%



**BRIDGEPORT**

1:10,000

**WALKER**

1:15,000

**BENTON**

1:24,000

**HAMMIL VALLEY**

1:24,000

**MONO CITY**

1:12,000

**LEE VINING**

1:7,000

**JUNE LAKE**

1:10,000

**CHALFANT**

1:24,000

**CROWLEY LAKE**

1:15,000

**SWALL MEADOWS**

1:24,000

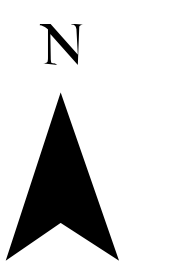
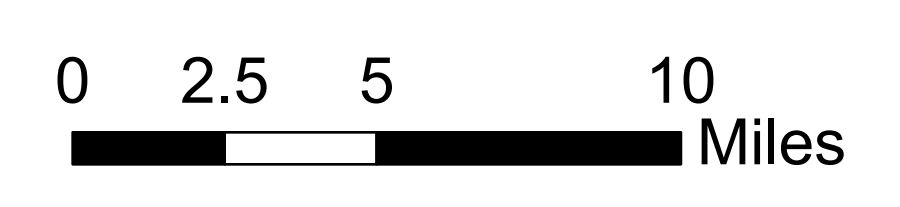
**PARADISE**

1:12,000

**MONO COUNTY CALIFORNIA  
2020 COUNTY MAINTAINED ROADWAYS**

**2020 Maintained Miles**

- Paved Roads
- Dirt Roads







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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 19, 2020

**Departments: CAO**

**TIME REQUIRED** 15 minutes

**PERSONS** Nate Greenberg

**SUBJECT** Emergency Management  
Preparedness Grant Appointment

**APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed resolution authorizing the County Administrative Officer or the Director of Information Technology as designated by the County Administrative Officer, with approval as to form by County Counsel where written approval is required, to execute any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security, Federal Emergency Management Agency (FEMA), through the Emergency Management Preparedness Grant.

**RECOMMENDED ACTION:**

Consider and potentially adopt proposed resolution R20-\_\_\_\_, Authorizing the County Administrative Officer or the Director of Information Technology as designated by the County Administrative Officer, to execute any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security, Federal Emergency Management Agency (FEMA), through the Emergency Management Preparedness Grant.

**FISCAL IMPACT:**

This grant was included in the adopted budget at \$255,580. The award for EMPG is in the amount of \$127,790, with a 100% match programmed to be met through staffing efforts.

**CONTACT NAME:** Rebecca Buccowich

**PHONE/EMAIL:** 7609325408 / rbuccowich@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Governing Body Resolution</a>
<a href="#">EMPG Award Approval Letter</a>

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/15/2020 7:43 AM	County Administrative Office	Yes
5/13/2020 5:01 PM	County Counsel	Yes
5/14/2020 10:55 AM	Finance	Yes



# County of Mono

## County Administrative Office

**Robert Lawton**  
Acting County Administrative Officer

**Dave Butters**  
Human Resources Director

**To:** Board of Supervisors

**From:** Rebecca Buccowich, Administrative Office, Administrative Services Specialist

**Date:** May 19, 2020

**Subject:**  
Emergency Management Preparedness Grant (EMPG) appointment

**Recommendation:**

Consider and potentially adopt proposed resolution R20-\_\_\_, authorizing the County Administrative Officer or the Director of Information Technology as designated by the County Administrative Officer, to execute any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security, Federal Emergency Management Agency (FEMA), through the Emergency Management Preparedness Grant.

**Discussion:**

Federal financial assistance is provided by the federal Department of Homeland Security and subawarded through the State of California (CalOES) as the Emergency Management Preparedness Grant. This award will be used to upgrade the County's radios and radio system, as well as to provide training of Emergency Management staff.

**Fiscal Impact:**

This grant was included in the adopted budget at \$255,580. The award for EMPG is in the amount of \$127,790, with a 100% match required.

**Attached:**

Resolution  
Notification of Subrecipient Award Approval

**Governing Body Resolution**

BE IT RESOLVED BY THE Board of Supervisors  
(Governing Body)

OF THE County of Mono THAT  
(Name of Applicant)

the County Administrative Officer, OR  
(Name or Title of Authorized Agent)

Director of Information Technology, OR

\_\_\_\_\_  
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subawarded through the State of California.

Passed and approved this 19th day of May, 2020

**Certification**

I, Stacy Corless, District 5 Supervisor, duly appointed and  
(Name)

Chair of the Board of Supervisors  
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Board of Supervisors of the County of Mono on the  
(Governing Body) (Name of Applicant)

19th day of May, 2020

Board Chair of Mono County Board of Supervisors  
(Official Position)

\_\_\_\_\_  
(Signature)

May 19, 2020  
(Date)

GAVIN NEWSOM  
GOVERNOR

MARK S. GHILARDUCCI  
DIRECTOR



October 22, 2019

~~David Wilbrecht~~  
County Administrative Officer  
Mono County  
P.O. Box 696  
Bridgeport, CA 93517

SUBJECT: **NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL**  
Fiscal Year (FY) 2019 Emergency Management Performance Grant  
(EMPG)  
Subaward #2019-0003, Cal OES ID#051-00000  
Subaward Period of Performance: 07/01/2019-06/30/2021

Dear Mr. ~~Wilbrecht~~ **BARWICK**:

The California Governor's Office of Emergency Services (Cal OES) approved your FY 2019 EMPG subaward in the amount of \$127,790. Once the completed application is received and approved, reimbursement of eligible subaward expenditures may be requested using the Cal OES Financial Management Forms Workbook (FMFW). Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to 2 CFR §§ 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in Title 2, Code of Federal Regulations (CFR), Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward period of performance.

Subrecipients must obtain additional written approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.



3650 SCHRIEVER AVENUE, MATHER, CA 95655  
(916) 845-8506 TELEPHONE (916) 845-8511 FAX  
[www.CalOES.ca.gov](http://www.CalOES.ca.gov)

David Willbrecht  
October 22, 2019  
Page 2 of 2

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report to Cal OES via the Federal Emergency Management Agency's Grants Reporting Tool (GRT) semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Failure to submit required reports could result in subaward reduction, suspension, or termination. Throughout the subaward cycle, milestones set in the GRT will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals for future grant opportunities.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,



MARK S. GHILARDUCCI  
Director



~~STEVE BARNICK~~  
~~David Willbrecht~~  
Mono County

10-24-19

Date



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 19, 2020

**Departments: Economic Development**

**TIME REQUIRED** 15 minutes

**PERSONS APPEARING BEFORE THE BOARD** Alicia Vennos

**SUBJECT** Tourism Marketing Reserve Fund Policy

**AGENDA DESCRIPTION:**

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

Proposed resolution establishing the Tourism Marketing Reserve Fund Policy.

**RECOMMENDED ACTION:**

Adopt proposed resolution R20-\_\_\_, Establishing the Tourism Marketing Reserve Fund Policy. Provide any desired direction to staff.

**FISCAL IMPACT:**

None at this time. However, due to the COVID-19 pandemic crisis and projected Transient Occupancy Tax shortfall, withdrawals from the Tourism Marketing Reserve Fund will be proposed pending adoption of the reserve fund policy resolution.

**CONTACT NAME:** Alicia Vennos

**PHONE/EMAIL:** 760-709-1149 / avennos@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Resolution</a>
<a href="#">Tourism Marketing Fund Policy - Exhibit</a>

**History**

Time

Who

Approval

5/15/2020 7:41 AM	County Administrative Office	Yes
5/5/2020 2:04 PM	County Counsel	Yes
5/14/2020 8:45 AM	Finance	Yes





P.O. BOX 603 ▲ 452 OLD MAMMOTH ROAD #306 ▲ MAMMOTH LAKES, CA 93546 ▲ 800-845-7933 ▲ WWW.MONOCOUNTY.ORG

## STAFF REPORT

### Mono County Board of Supervisors Regular Meeting – May 5, 2020

**SUBJECT:** Tourism Marketing Reserve Fund Policy.

**RECOMMENDATION:** That the Board consider and adopt proposed resolution R20-\_\_\_, establishing the Tourism Marketing Reserve Fund Policy.

**BACKGROUND:** As a result of conservative budgeting and various efficiencies and cost savings over the past ten years, the Mono County Economic Development department currently carries a reserve of approximately \$135,000.00 in the Tourism Marketing budget. The Tourism Marketing Fund is supported primarily with one (1) percent of the County's current 12% Transient Occupancy Tax (TOT) that the County Board of Supervisors to date has committed towards Tourism Marketing activities.

**DISCUSSION:** Working closely with Finance Director Dutcher, staff and the Economic Development, Tourism & Film Commission have created a policy that establishes a reserve account within the Tourism Marketing Fund, provides a range for the reserve account balance, and affirms that uses of the reserve account be for expenses dedicated towards County-wide tourism marketing and promotion activities.

Expenditures from the reserve account will be proposed by Economic Development staff with support from the Economic Development, Tourism & Film Commission, along with consent of the County Administrative Officer, and approved by the Board of Supervisors in a public meeting with a 4/5<sup>th</sup> vote.

The Reserve Account may be used for the following purposes:

- To cover any tourism marketing budget shortfall should its share of the Transient Occupancy Tax (TOT) revenues be projected to fall below current or the next year's budget projections by more than 10%.
- For emergency/recovery tourism marketing in the event of a declared emergency or disaster event that results in a significant loss of tourism-related business.
- To take advantage of unanticipated, unbudgeted tourism marketing opportunities with defined benefits.

The reserve account within the Tourism Marketing Reserve Fund will strive to maintain a range of \$50,000 to \$300,000 for the afore mentioned purposes. The reserve account will be replenished from annual surplus that may result in the Tourism Marketing Fund.

**FISCAL IMPACT:** None at this time. However, due to the COVID-19 pandemic crisis and projected Transient Occupancy Tax shortfall, withdrawals from the Tourism Marketing Reserve Fund will be proposed pending adoption of the reserve fund policy resolution.



R20-\_\_

**RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
ADOPTING TOURISM MARKETING RESERVE FUND POLICY**

**WHEREAS**, the Mono County Tourism Marketing Fund provides financial support for tourism marketing activities that benefit the economic vitality of Mono County.

**WHEREAS**, in furtherance of the interest of supporting the economy of Mono County through tourism marketing activities, Mono County wishes to establish a separate reserve account within the Tourism Marketing Fund which is to be used to (1) cover any tourism marketing budget shortfall should the Fund's share of the Transient Occupancy Tax (TOT) revenues be projected to fall below current or the next year's budget projections by more than 10%; (2) fund emergency/recovery tourism marketing in the event of a declared emergency or disaster event that results in a significant loss of tourism-related business; and (3) take advantage of unanticipated, unbudgeted tourism marketing opportunities that provide defined benefit.

**WHEREAS**, in furtherance of the above objectives, the County wishes to adopt the "Tourism Marketing Reserve Fund Policy" which is attached hereto as an exhibit and incorporated by this reference.

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES** that:

The Mono County Marketing Tourism Reserve Fund Policy (the "Policy") is hereby adopted.

**PASSED, APPROVED** and **ADOPTED** this \_\_\_\_\_ day of May 2020, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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\_\_\_\_\_  
Stacy Corless, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

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

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

**Mono County Economic Development**  
**Tourism Marketing Budget Reserve Fund Policy**

The Tourism Marketing Fund is supported primarily with one (1) percent of the County's current 12% Transient Occupancy Tax (TOT) that the County Board of Supervisors to date has committed towards Tourism Marketing activities. This policy establishes a reserve account within the Tourism Marketing Fund, a range for the reserve account balance, and affirms in writing that uses of the reserve account be for expenses dedicated towards County-wide tourism marketing/promotion activities.

Withdrawals from the reserve account will be proposed by the County's Economic Development Department with the support of the Mono County Economic Development, Tourism & Film Commission and the consent of the County Administrative Officer, and approved by the Board of Supervisors in a public meeting with a 4/5<sup>th</sup> vote.

**The Reserve Account may be used:**

- A. To cover any **tourism marketing budget shortfall** should its share of the Transient Occupancy Tax (TOT) revenues be projected to fall below current or the next year's budget projections by more than 10%.
- B. For **emergency/recovery tourism marketing** in the event of a declared emergency or disaster event that results in a significant loss of tourism-related business.
- C. To take advantage of unanticipated, unbudgeted **tourism marketing opportunities** that provide defined benefit.
- D. Or any other use as determined by the Mono County Board of Supervisors.

**Reserve Account Balance Guidelines:**

- A. The reserve account within the Tourism Marketing Reserve Fund will strive to maintain a range of 10% to 75% of annual appropriations for

emergency/recovery marketing, to cover current and future year TOT shortfalls, or for unanticipated, unbudgeted tourism marketing opportunities (see appropriate uses listed above).

- B. The reserve account will be replenished from annual surplus that may result in the Tourism Marketing Reserve Fund.

**Authorization/Reports:**

- A. Economic Development department staff will consult with the Mono County Economic Development, Tourism and Film Commission to make strategic recommendations to the Board of Supervisors for appropriate tourism marketing expenditures from the reserve account, with agreement from the County Administrative Officer. The Board will have the final decision in this process, and Board approval requires a 4/5<sup>th</sup> vote.
- B. Staff will maintain records on how the reserve account funds are used.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 19, 2020

**TIME REQUIRED**

**SUBJECT** Closed Session - Exposure to  
Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

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

### RECOMMENDED ACTION:

### FISCAL IMPACT:

### CONTACT NAME:

PHONE/EMAIL: /

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

[Click to download](#)

No Attachments Available

### History

Time	Who	Approval
5/15/2020 7:43 AM	County Administrative Office	Yes
5/13/2020 4:33 PM	County Counsel	Yes
5/14/2020 10:56 AM	Finance	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    May 19, 2020

**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): Bob Lawton, Stacey Simon, Dave Butters, Janet Dutcher, and Anne Frievalt. 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). Unrepresented employees: All.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
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**History**

Time

Who

Approval



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 19, 2020

**TIME REQUIRED**

**SUBJECT** Closed Session - Public Employment

**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)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: Acting County Administrative Officer.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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### CONTACT NAME:

**PHONE/EMAIL:** /

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

[Click to download](#)

No Attachments Available

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History

Time

Who

Approval





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 19, 2020

**Departments: CDD**

**TIME REQUIRED** 15 minutes

**PERSONS APPEARING BEFORE THE BOARD** Wendy Sugimura

**SUBJECT** Scheduling of the Tioga Inn Specific Plan Amendment #3 Project During COVID-19 Restrictions

**AGENDA DESCRIPTION:**

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

Discuss scheduling a specific date for a public hearing before the Board of Supervisors to consider the Tioga Inn Specific Plan Amendment #3 and Final Subsequent Environmental Impact Report, and whether to provide for direct public comment to the Board.

**RECOMMENDED ACTION:**

Provide direction to staff on the meeting format and scheduling of a public hearing date before the Board of Supervisors for the Tioga Inn Specific Plan Amendment #3 Project.

**FISCAL IMPACT:**

None. The applicant paid a fee intended to cover staff time on the project.

**CONTACT NAME:** Wendy Sugimura

**PHONE/EMAIL:** 760-924-1814 / wsugimura@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>

**History**

Time	Who	Approval
5/15/2020 7:42 AM	County Administrative Office	Yes
5/8/2020 5:04 PM	County Counsel	Yes

5/14/2020 11:54 AM

Finance

Yes

# Mono County Community Development Department

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Mammoth Lakes, CA 93546  
(760) 924-1800, fax 924-1801  
commdev@mono.ca.gov

Planning Division

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

May 19, 2020

**To: Mono County Board of Supervisors**

From: Wendy Sugimura, Director

**Re: Scheduling of the Tioga Inn Specific Plan Amendment #3 Project**

## RECOMMENDATION

1. Provide direction to staff on the meeting format and scheduling of a public hearing date before the Board of Supervisors for the Tioga Inn Specific Plan Amendment #3 Project.

## FISCAL IMPACT

None.

## BACKGROUND

At the April 21 meeting, the Board of Supervisors considered whether the processing of development permit applications should be modified during these COVID-19 times. The Board declined to direct any changes to standard procedures and directed staff to return in late May to discuss scheduling a specific date to hear the Tioga Inn Specific Plan Amendment #3 and Final Subsequent Environment Impact Report (Project). The Board also suggested the Tioga Inn Project should be heard at a separate meeting dedicated solely to this one project, and possibly hearing the project over two days.

## DISCUSSION

Because of public hearing noticing and submitting staff reports through the Board agenda process, a public hearing the week of June 1 would be very tight and therefore a date of June 8 or later is suggested. The applicant, Dennis Domaille, is unavailable from June 11-24 due to a previously scheduled obligation and is requesting the Project be heard on June 8. This date has the advantage of allowing additional time for some clarity with the COVID-19 situation without causing significant delay, and the Board could adjourn the discussion to the following day (i.e., the regular Board meeting on June 9) if more discussion is needed.

The next set of available dates would be Thursday, June 25 with the possibility of adjourning to June 26, or Monday, June 29 with the possibility of adjourning to June 30.

In addition, a couple issues that were raised at the Planning Commission meeting are being addressed and a verbal update will be provided at the Board meeting as to the timing of those potential resolutions.

Finally, staff would appreciate direction from the Board on the meeting format, and specifically whether the meeting should provide for the public to comment directly to the Board via Zoom.

For questions, please contact me at (760) 924-1814 or [wsugimura@mono.ca.gov](mailto:wsugimura@mono.ca.gov).