



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

MEETING LOCATION Mammoth Lakes Suite Z, 237 Old Mammoth Rd, Suite Z, Mammoth Lakes, CA 93546

Regular Meeting July 18, 2017

TELECONFERENCE LOCATIONS:

1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517.

Board Members may participate from a teleconference location. Note: Members of the public may attend the open-session portion of the meeting from a teleconference location, and may address the board during any one of the opportunities provided on the agenda under Opportunity for the Public to Address the Board.

NOTE: In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact 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).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB:** You can view the upcoming agenda at <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.
(Speakers may be limited in speaking time dependent upon the press of business)

and number of persons wishing to address the Board.)

2. APPROVAL OF MINUTES - NONE

3. RECOGNITIONS

A. Resolution of Appreciation for Rick Phelps

Departments: County Administrative Officer

5 minutes

(Supervisor Fred Stump) - Proposed resolution honoring Rick Phelps's work on behalf of the High Sierra Energy Foundation, benefitting the citizens and organization of Mono County.

Recommended Action: Adopt proposed resolution #R17-____, Honoring Rick Phelps's work on behalf of the High Sierra Energy Foundation, benefitting the citizens and organization of Mono County. Provide any desired direction to staff.

Fiscal Impact: None.

4. BOARD MEMBER REPORTS

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

5. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

6. DEPARTMENT/COMMISSION REPORTS

7. CONSENT AGENDA

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

A. Mammoth Gran Fondo

Departments: Public Works - Road

The Mono County Department of Public Works received a request from the Mammoth Mountain Community Foundation to close portions of various county roads and State Highway 120 in the Mono Lake and Long Valley areas in conjunction with special events planned for the 2017 Mammoth Gran Fondo Bike Ride.

PER JEFF WALTERS, THIS MUST BE HEARD TODAY

Recommended Action: 1. Consider and potentially adopt Resolution No. R17- , "A Resolution of the Mono County Board of Supervisors Authorizing the Closure of Certain County Roads and State Highways to Thru Traffic in the Mono Lake and

Long Valley Areas for the 2017 Mammoth Gran Fondo Bike Ride." 2. Provide any desired direction to staff.

Fiscal Impact:

\$1,000 or less from the Road Fund. Assisting with this event will result in fiscal impacts to the Road Fund, as personnel, equipment, and supplies from Road Areas 1, 2, and 3 will be used to perform tasks prior to and following the 2017 Mammoth Gran Fondo Bike Ride.

B. County Children's Trust Fund

Departments: Social Services

Request of the Mono County Child and Family Advisory Board to spend funds held in the County Children's Trust Fund.

Recommended Action:

Approve request to use CBCAP monies in the County Children's Trust Fund in an amount not to exceed \$63,000 to fund services provided by Mono County Office of Education, as recommended by the Child and Family Advisory Board. Approve county entry into the proposed agreement, and authorize the Board Chair to execute the agreement on behalf of the County. Provide any desired direction to staff.

Fiscal Impact:

The cost of the three-year contract is \$63,000 (\$21,000 per year). All funding is state funding and accordingly, there is no cost to the County General Fund.

C. Temporary Road Closure Request

Departments: Public Works

(Nick Criss) - Consider proposed resolution for temporary road closure of Crowley Lake Drive south of Rainbow Tams to the junction of Rock Creek Road on Saturday, September 9, 2017, from 8:00 am to 2:00 pm for the E. Clampus Vitus monument dedication and celebration for Tom's Place 100th anniversary.

Recommended Action: Consider and potentially adopt proposed resolution #R17-___, Authorizing the Temporary Closure of a Portion of a County Road in Tom's Place for its 100th Anniversary Dedication to be held on Saturday, September 9, 2017. Provide any desired direction to staff.

Fiscal Impact: No fiscal impacts for Mono County other than to request borrowing road closure signs from Mono County Department of Public Works.

D. Digital Infrastructure and Video Competition Act Ordinance

Departments: County Counsel and Information Technology

Proposed ordinance repealing and replacing Mono County Code Chapter 5.44 to enact regulations consistent with the Digital Infrastructure and Video Competition Act of 2006.

Recommended Action: Adopt proposed ordinance No. Ord17-____, Repealing and replacing Mono County Code Chapter 5.44 to enact regulations consistent with the Digital Infrastructure and Video Competition Act of 2006.

Fiscal Impact:

DIVCA provides for (and the proposed ordinance would implement) the payment of a fee to the County by holders of state-issued video franchises operating within the unincorporated areas of the County in the amount of 5% of gross revenue (as defined in the statute) and an additional 1% for public, educational and/or governmental channels.

The County's current franchise ordinance provides for payment of 2% or 3% of the franchisee's gross revenue, depending on the size of the population served.

8. CORRESPONDENCE RECEIVED

All items listed are located in the Office of the Clerk of the Board, and are available for review. Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

A. Thank You Letter

Departments: Clerk of the Board

Letter from Jeff and Donna Simenson expressing their gratitude for the approval of a nightly rental by the Planning division.

B. United States Forest Service Letter

Departments: Clerk of the Board

Letter from Inyo National Forest seeking comments on a Draft Environmental Impact Statement that analyzes the Mammoth Base Land Exchange.

C. Letter from California Fish and Game Commission

Departments: Clerk of the Board

Letter from California Fish and Game Commission, providing a Notice of Findings regarding the northern spotted owl which was published in the California Regulatory Notice Register on July 7, 2017.

D. Letter from California Fish and Game Commission

Departments: Clerk of the Board

Letter from California Fish and Game Commission, providing a Notice of Findings

regarding the petition to list foothill-yellow-legged frog as threatened under the California Endangered Species Act. This notice was published in the California Regulatory Notice Register on July 7, 2017.

E. Letter from Cal OES re: California Fire Assistance Agreement with the Forest Service

Departments: Clerk of the Board

Letter from Cal OES, Governor's Office of Emergency Services, to Chief Tidwell of the United States Forest Service regarding failure to comply with the California Fire Assistance Agreement (CFAA).

9. REGULAR AGENDA - MORNING

A. 2016 Crop and Livestock Report

Departments: Agricultural Commissioner

30 minutes (15 minute presentation; 15 minute discussion)

(Nathan Reade) - Presentation of the 2016 Inyo/Mono Crop and Livestock report.

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

Fiscal Impact: None

B. 2017-2022 Public Health Emergency Preparedness Contract Agreement #17-10173

Departments: Mono County Public Health

10 minutes

(Deb Diaz, Public Health Emergency Preparedness Coordinator) - Proposed contract with California Department of Public Health pertaining to FY 2017-2022 Public Health Emergency Preparedness Contract Agreement #17-10173.

Recommended Action: Approve County entry into proposed contract and that the Board of Supervisors authorize the Chair's signature on the following documents: non-supplantation certification form CCC 04/2017, Certification: Contractor Certification Clauses DGS OLS 04 (Rev. 01/17). In addition, authorize the Health Officer's signature on STD 213 STANDARD AGREEMENT, Agreement Number 17-10173, between the California Department of Public Health and Mono County, for the term of July 1, 2017 through June 30, 2022, and any contract amendments for the five year contract period. Provide any desired direction to staff.

Fiscal Impact: There is no impact to the County general fund. The revenue allocations for Mono County Public Health for FY 2017-18 total \$281,426, and \$1,407,130 for the 5-year contract period.

C. Elections Process Update

Departments: Elections

10 minutes (5 minute presentation; 5 minute discussion)

(Shannon Kendall) - Update on Election Process

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

Fiscal Impact: None.

D. Joint Powers Agreement Establishing the Owens Valley Groundwater Authority

Departments: CAO and Community Development

1 hour (15 minute presentation; 45 minute discussion)

(Leslie Chapman and Wendy Sugimura) - Proposed joint powers agreement (JPA) creating the Owens Valley Groundwater Authority to serve as the groundwater sustainability agency for the Owens Valley Groundwater Basin in Inyo and Mono Counties or portions thereof.

Recommended Action:

For areas of Mono County within the Owens Valley Groundwater Basin (excluding the Tri-Valley Groundwater Management District (TVGMD)), join the Joint Powers Agreement (JPA) proposed by the County of Inyo to establish the Owens Valley Groundwater Authority, **unless**, prior to August 1, 2017, the Wheeler Crest Community Services District (WCCSD) determines that it will serve as the groundwater sustainability agency (GSA) within its District boundaries, in which case join the JPA only with respect to those portions of the basin within Mono County but outside of TVGMD and WCCSD and rescind County's GSA election within the WCCSD.

Designate a member of the Board of Supervisors to serve as the County's representative on the JPA Board.

Fiscal Impact: To be determined at a later date; some options include no cost.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

11. CLOSED SESSION

A. Closed Session--Human Resources

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Stacey Simon, Leslie Chapman, Dave Butters, Janet Dutcher, and Anne Larsen. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39--

majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO), and Mono County Sheriff Department's Management Association (SO Mgmt). Unrepresented employees: All.

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2017

Departments: County Administrative Officer

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Supervisor Fred Stump

SUBJECT Resolution of Appreciation for Rick Phelps

AGENDA DESCRIPTION:

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

Proposed resolution honoring Rick Phelps's work on behalf of the High Sierra Energy Foundation, benefitting the citizens and organization of Mono County.

RECOMMENDED ACTION:

Adopt proposed resolution #R17-____, Honoring Rick Phelps's work on behalf of the High Sierra Energy Foundation, benefitting the citizens and organization of Mono County. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5415 / tdublino@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</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 July 18, 2017

Departments: Public Works - Road

TIME REQUIRED

SUBJECT Mammoth Gran Fondo

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Mono County Department of Public Works received a request from the Mammoth Mountain Community Foundation to close portions of various county roads and State Highway 120 in the Mono Lake and Long Valley areas in conjunction with special events planned for the 2017 Mammoth Gran Fondo Bike Ride.

PER JEFF WALTERS, THIS MUST BE HEARD TODAY

RECOMMENDED ACTION:

1. Consider and potentially adopt Resolution No. R17- , "A Resolution of the Mono County Board of Supervisors Authorizing the Closure of Certain County Roads and State Highways to Thru Traffic in the Mono Lake and Long Valley Areas for the 2017 Mammoth Gran Fondo Bike Ride." 2. Provide any desired direction to staff.

FISCAL IMPACT:

\$1,000 or less from the Road Fund. Assisting with this event will result in fiscal impacts to the Road Fund, as personnel, equipment, and supplies from Road Areas 1, 2, and 3 will be used to perform tasks prior to and following the 2017 Mammoth Gran Fondo Bike Ride.

CONTACT NAME: Jeff Walters

PHONE/EMAIL: 760.932.5459 / jwalters@mono.ca.gov

SEND COPIES TO:

Mammoth Mountain Community Foundation

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[2017 Mammoth Gran Fondo - Stff Rpt](#)

[Exhibit 1 - Resolution](#)

History

Time	Who	Approval
7/3/2017 5:51 AM	County Administrative Office	Yes
7/11/2017 10:04 AM	County Counsel	Yes
7/11/2017 3:16 PM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517
760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: July 18, 2017
To: Honorable Chair and Members of the Board of Supervisors
From: Jeff Walters, Public Works Director / Director of Road Operations and Fleet Services
Subject: Road Closures for the 2017 Mammoth Gran Fondo Bicycle Ride

Recommended Action:

1. Consider and potentially adopt Resolution No. R17-__, "A Resolution of the Mono County Board of Supervisors Authorizing the Closure of County Roads to Thru Traffic in the Mono Lake and Long Valley Areas for the 2017 Mammoth Gran Fondo Bike Ride."
2. Provide any desired direction to staff.

Fiscal Impact:

\$1,000 or less from the Road Fund. Assisting with this event will result in fiscal impacts to the Road Fund, as personnel, equipment, and supplies from Road Areas 1, 2, and 3 will be used to perform tasks prior to and following the 2017 Mammoth Gran Fondo Bike Ride.

Discussion:

The Department of Public Works received a request from the Mammoth Mountain Community Foundation to close certain county roads in the Mono Lake and Long Valley areas in conjunction with special events planned for the 2017 Mammoth Gran Fondo Bike Ride. The Ride is scheduled to take place on September 9, 2017. In response to this request, Public Works proposes to close portions of various county roads and State Highway 120 to thru traffic to allow safe travel for participants.

Pursuant to Section 982 of the Streets and Highways Code, a resolution (attached as Exhibit 1) has been prepared should the Board choose to approve the requested road closures.

If you have any questions regarding this item, please contact me at 760.932.5459. I may also be contacted by email at jwalters@mono.ca.gov.

Respectfully submitted,

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

Attachments: Exhibit 1 – Draft Resolution Authorizing Road Closures



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RESOLUTION NO. R17-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING
THE CLOSURE OF CERTAIN COUNTY ROADS AND STATE HIGHWAYS TO
THRU TRAFFIC IN THE MONO LAKE AND LONG VALLEY AREAS
FOR THE 2017 MAMMOTH GRAN FONDO BIKE RIDE**

WHEREAS, the Mammoth Mountain Community Foundation (MMCF) has requested the closure of and use of certain county roads and state highways for bicycle rides associated with the 2017 Mammoth Gran Fondo Bike Ride; and,

WHEREAS, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close public roads and highways and grant the use thereof to the managers of said functions; and,

WHEREAS, the Mammoth Gran Fondo Bike Ride, sponsored by the MMCF, has resulted in substantial benefits to Mono County residents, businesses and visitors; and,

WHEREAS, the event has three routes utilizing county roads and state highways with two of the routes requiring closing roads to thru traffic; and,

WHEREAS, the California Highway Patrol (CHP) will perform closure duties near the intersections of U.S. Highway 395 and State Route 120 to Dross Road, State Route 120 at Yellowjacket Road and on Benton Crossing Road at Brown's Town. Additionally, there will be barricades with posted signs (Road Closed to Thru Traffic, Bicycles on Roadway) at 21 locations advising motorists entering on to U.S. Highway 120 and Benton Crossing Road on the day of the event.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the following County roads may be closed to thru traffic in conformance with the County's Special Events Policy (see Chapter 5.50 of the Mono County Code) and made available to the MMCF from 8:00 am until 12:30 pm on Saturday, September 9, 2017:

1. Benton Crossing Road at Brown's Town campground, which is approximately 7 miles east of the junction with U.S. Highway 395, to the junction of State Route 120;
2. The intersection of State Route 120 and Yellowjacket Road;
3. The intersection of State Route 120 and Cattle Drive Road;
4. The intersection of Benton Crossing Road and Barker Mine Road;
5. The intersection of Benton Crossing Road and Deer Springs Road;

6. The intersection of Benton Crossing Road and Chidago Canyon Road;
7. The intersection of Benton Crossing Road and Casa Diablo Road;
8. The intersection of Benton Crossing Road and Owens Gorge Road;
9. The intersection of Benton Crossing Road and Layton Springs Road.

BE IT FURTHER RESOLVED by the Mono County Board of Supervisors that the following state highways and County roads may be closed to thru traffic in conformance with the State's requirements and the County's Special Events Policy, respectively, and made available to the MMCF from 8:00 am until 12:30 pm on Saturday, September 9, 2017:

10. State Route 120 from Dross Road to Yellow Jacket Road;
11. The intersection of State Route 120 and Test Station Road;
12. The intersection of State Route 120 and Sand Flat Cutoff;
13. The intersection of State Route 120 and Pilot Springs Road;
14. The intersection of State Route 120 and Sage Hen Meadows Road;
15. The intersection of State Route 120 and Baxter's Road;
16. The intersection of State Route 120 and Black Canyon Road;
17. The intersection of State Route 120 and Dobie Meadows Road;
18. The intersection of State Route 120 and Adobe Ranch Road;
19. The intersection of State Route 120 and McGee Canyon Road;
20. The intersection of State Route 120 and River Springs Road;
21. The intersection of State Route 120 and Sawmill Meadows Road.

BE IT FURTHER RESOLVED that in the case of emergency requiring detour to allow residents to access their properties, or for other reasons, the County Department of Public Works shall have the authority to modify the closures as necessary for the protection of public health and safety.

BE IT FURTHER RESOLVED that the Mono County Board of Supervisors authorizes the Director of the Department of Public Works to utilize County equipment and personnel and to work with the MMCF and other officials to effectuate said road closures to thru traffic.

APPROVED AND ADOPTED this 18th day of July 2017, by the following vote of the Board of Supervisors, County of Mono:

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

ENCROACHMENT PERMIT

TR-0120 (REV. 6/2012)

Permit No. 0917-6SE-0100	
Dist/Co/Rte/PM 09 / MNO / 120, 203 & 395 / Various	
DATE May 26, 2017	
Fee Paid \$	Deposit \$ 400.00
Performance Bond Amount (1) \$	Performance Bond Amount (2) \$
Bond Company	
Bond Number (1)	Bond Number (2)

In compliance with (Check one):

- Your application of April 17, 2017
- Utility Notice No. _____ of _____
- Agreement No. _____ of _____
- RW Contract No. _____ of _____

TO: Mammoth Mountain Community Foundation
PO Box 1475
Mammoth Lakes, CA 93546

ATTN: Bill Cockroft, Ride Director, (760) 914-0300

, PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:

Conduct the 2017 Mammoth Gran Fondo (Gran Fondo Course, Medio Course and Piccolo Course) bicycling tour on Saturday, September 9, 2017 on the following sections of State Route 120, State Route 203 and US Route 395 in Mono County:

- State Route 120: PM 13.37 to 51.86
- State Route 203: PM 3.4 to 8.67
- US Route 395: PM 13.93 to 46.01

Permittee, Town of Mammoth Lakes Public Works Department, CHP, MLPD, MMSA volunteers and CERT personnel shall be responsible for setting, maintaining and removing temporary traffic controls.

Traffic controls shall conform to the attached traffic control plans signed and stamped by Registered Civil Engineer Haislip W. Hayes, C78268, and Registered Civil Engineer Paul Edward Roten.

Road Closure Advance Warning Signs should be installed between August 28th and September 1st 2017 in conformance with 2015 Caltrans Standard Plans RS1 and RS2.

CONTINUED ON PAGE 2

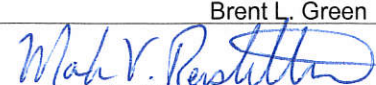
THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

The following attachments are also included as part of this permit (Check applicable):		In addition to fee, the Permittee will be billed actual costs for:
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Review
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Inspection
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes Field Work
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(If any Caltrans Effort Expended)
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.		

This permit is void unless the work is completed before September 11, 2017

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.

No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

S. Winzenread, K. Weiermann, R. DeLaRosa, J. Tetrick K. Aldridge, E. Mason, C. Weier, J. Andreas, J. Conti R. Walker, CHP - M. Sept, K. Newdigate P. Roten, H. Hayes, MLPD - E. Hugelmann	APPROVED:
	Brent L. Green, District Director
	BY:  for Stephen Winzenread, District Permit Engineer

ADA Notice

For individuals with sensory disabilities, this document is available in alternative formats. For information call (916) 653-3657 or TDD (916) 645-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

On Thursday, September 7, 2017, sunshades, tables, bike racks, tents and toilets will be stored at marked rest stops.

On Saturday, September 9, 2017 the rides are as follows:

- The 102 mile century begins at 0700 with a mandatory pickup at 1730.
- The 70 mile "Medio" begins at 0830 finishing by 1700.
- The 42 mile "Piccolo" begins at 0830 finishing by 1700.

On Sunday, September 10, 2017, cleanup of all sites will be completed.

On Monday, September 11, 2017, all portable toilets will be removed from the course.

The event shall follow routes described on the maps attached to this permit.

Permittee is responsible for the following:

1. Notifying the CHP, MLPD, Town of Mammoth Lakes Public Works Department and local emergency services of the scheduled event.
2. Ensuring that rest stops, aid stations and check points established at various locations are placed at least 20 feet from the edge of the roadway.
3. Ensuring all participants and support staff keep off the travelled way unless they are cycling. Participants should be reminded of the live traffic near the rest stops.
4. Ensuring all participants and event support obey all California Vehicle Codes.
5. Ensuring that participants wait for a break in highway traffic to safely cross the highway.
6. Ensuring support vehicles do not shadow the participants. Blocking of the travel lanes is not allowed.
7. Advising participants that the highway will be open to general traffic during the event and instructing participants to stay clear of traffic on the highway.
8. Ensuring that event coordinators on site shall have a complete copy of this encroachment permit in their possession
9. Ensuring that the signals at the Old Mammoth Rd /SR 203 and the Minaret Rd/SR 203 are properly set and removed from the red flashing mode in order to minimize disturbance to the travelling public.

If rain, fog, or other elements significantly affect safety for event participants or vehicular traffic, Caltrans may take whatever action is necessary to protect the public. Also, if for some unforeseen reason the traffic demand for the State facility significantly exceeds the anticipated demand, it may be necessary to terminate the event.

Special provisions, details and correspondence attached to this permit include the following:

Encroachment Permit General Provisions (TR-0045)
Storm Water Special Provisions for Minimal or No Impact (TR-0400)
Special Events (SE) Special Provisions
Mammoth Gran Fondo plans, RCE Haislip W. Hayes
Mammoth Gran Fondo Traffic Control Plan, April 7, 2017, RCE Paul Edward Roten
Event Description, April 17, 2017
2017 Mammoth Gran Fondo, Rest Stop Guide

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT GENERAL PROVISIONS
TR-0045 (REV. 05/2007)

1. **AUTHORITY:** The Department's authority to issue encroachment permits is provided under, Div. 1, Chpt. 3, Art. 1, Sect. 660 to 734 of the Streets and Highways Code.
2. **REVOCATION:** Encroachment permits are revocable on five days notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. These General Provisions and the Encroachment Permit Utility Provisions are subject to modification or abrogation at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State highway right of way are exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay permit fees when due can result in rejection of future applications and denial of permits.
4. **ASSIGNMENT:** No party other than the permittee or permittee's authorized agent is allowed to work under this permit.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept these General Provisions and all attachments to this permit, for any work to be performed under this permit.
6. **BEGINNING OF WORK:** When traffic is not impacted (see Number 35), the permittee shall notify the Department's representative, two (2) days before the intent to start permitted work. Permittee shall notify the Department's Representative if the work is to be interrupted for a period of five (5) days or more, unless otherwise agreed upon. All work shall be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within highway right of way shall conform to recognized construction standards and current Department Standard Specifications, Department Standard Plans High and Low Risk Facility Specifications, and Utility Special Provisions. Where reference is made to "Contractor and Engineer," these are amended to be read as "Permittee and Department representative."
8. **PLAN CHANGES:** Changes to plans, specifications, and permit provisions are not allowed without prior approval from the State representative.
9. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. Upon completion of work, permittee shall request a final inspection for acceptance and approval by the Department. The local agency permittee shall not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
10. **PERMIT AT WORKSITE:** Permittee shall keep the permit package or a copy thereof, at the work site and show it upon request to any Department representative or law enforcement officer. If the permit package is not kept and made available at the work site, the work shall be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee shall yield start of work to ongoing, prior authorized, work adjacent to or within the limits of the project site. When existing encroachments conflict with new work, the permittee shall bear all cost for rearrangements, (e.g., relocation, alteration, removal, etc.).
12. **PERMITS FROM OTHER AGENCIES:** This permit is invalidated if the permittee has not obtained all permits necessary and required by law, from the Public Utilities Commission of the State of California (PUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum passageway of 4' shall be maintained through the work area at existing pedestrian or bicycle facilities. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.09 Public Safety of the Department Standard Specifications.
14. **PUBLIC TRAFFIC CONTROL:** As required by law, the permittee shall provide traffic control protection warning signs, lights, safety devices, etc., and take all other measures necessary for traveling public's safety. While providing traffic control, the needs and control of all road users [motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA)] shall be an essential part of the work activity.

Day and night time lane closures shall comply with the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control), Standard Plans, and Standard Specifications for traffic control systems. These General Provisions are not intended to impose upon the permittee, by third parties, any duty or standard of care, greater than or different from, as required by law.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee shall plan and conduct work so as to create the least possible inconvenience to the traveling public; traffic shall not be unreasonably delayed. On conventional highways, permittee shall place properly attired flagger(s) to stop or warn the traveling public in compliance with the California Manual on Uniform Traffic Control Devices (Chapter 6E, Flagger Control).
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials **is not** allowed within State highway right-of-way, **unless specified** within the Special Provisions of this specific encroachment permit. If Encroachment Permit Special Provisions allow for the storage of equipment or materials within the State right of way, the equipment and material storage shall comply with Standard Specifications, Standard Plans, Special Provisions, and the Highway Design Manual. The clear recovery zone widths must be followed and are the minimum desirable for the type of facility indicated below: freeways and expressways - 30', conventional highways (no curbs) - 20', conventional highways (with curbs) - 1.5'. If a fixed object cannot be eliminated, moved outside the clear recovery zone, or modified to be made yielding, it should be shielded by a guardrail or a crash cushion.
17. **CARE OF DRAINAGE:** Permittee shall provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Standard Specifications, Standard Plans and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN RIGHT OF WAY:** Permittee is responsible for restoration and repair of State highway right of way resulting from permitted work (State Streets and Highways Code, Sections 670 et. seq.).

19. **RIGHT OF WAY CLEAN UP:** Upon completion of work, permittee shall remove and dispose of all scraps, brush, timber, materials, etc. off the right of way. The aesthetics of the highway shall be as it was before work started.
20. **COST OF WORK:** Unless stated in the permit, or a separate written agreement, the permittee shall bear all costs incurred for work within the State right of way and waives all claims for indemnification or contribution from the State.
21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the permittee actual costs at the currently set hourly rate for encroachment permits.
22. **AS-BUILT PLANS:** When required, permittee shall submit one (1) set of folded as-built plans within thirty (30) days after completion and approval of work in compliance with requirements listed as follows:
1. Upon completion of the work provided herein, the permittee shall send one vellum or paper set of As-Built plans, to the State representative. Mylar or paper sepia plans are not acceptable.
 2. All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 3. The plans are to be stamped or otherwise noted AS-BUILT by the permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a State stamp, or Caltrans representative signature, shall be used for producing the As-Built plans.
 4. If As-Built plans include signing or striping, the dates of signing or striping removal, relocation, or installation shall be shown on the plans when required as a condition of the permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage shall show the removal, relocation or installation dates of the appropriate staged striping and signing.
 5. As-Built plans shall contain the Permit Number, County, Route, and Post Mile on each sheet.
 6. Disclaimer statement of any kind that differ from the obligations and protections provided by Sections 6735 through 6735.6 of the California Business and Professions Code, shall not be included on the As-Built plans. Such statements constitute non-compliance with Encroachment Permit requirements, and may result in the Department of Transportation retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future permits, or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the right of way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt permit is issued to the permittee for the purpose of providing a notice and record of work. The Permittee's prior rights shall be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" shall be stamped across the face of the permit.
24. **BONDING:** The permittee shall file bond(s), in advance, in the amount set by the Department. Failure to maintain bond(s) in full force and effect will result in the Department stopping of all work and revoking permit(s). Bonds are not required of public corporations or privately owned utilities, unless permittee failed to comply with the provision and conditions under a prior permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedures, Section 337.15. Local agency permittee shall comply with requirements established as follows: In recognition that

project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local agency permittee agrees to require the construction contractor furnish both a payment and performance bond in the local agency's name with both bonds complying with the requirements set forth in Section 3-1.02 of State's current Standard Specifications before performing any project construction work. The local agency permittee shall defend, indemnify, and hold harmless the State, its officers and employees from all project construction related claims by contractors and all stop notice or mechanic's lien claimants. The local agency also agrees to remedy, in a timely manner and to State's satisfaction, any latent defects occurring as a result of the project construction work.

25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the permittee shall comply with said notice at his sole expense.
26. **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are revealed in the work vicinity, the permittee shall immediately stop work, notify the Department's representative, retain a qualified archaeologist who shall evaluate the site, and make recommendations to the Department representative regarding the continuance of work.
27. **PREVAILING WAGES:** Work performed by or under a permit may require permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements are directed to State of California Department of Industrial Relations, 525 Golden Gate Avenue, San Francisco, California 94102.
28. **RESPONSIBILITY FOR DAMAGE:** The State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property arising out of work, or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit.

The permittee shall indemnify and save harmless the State of California, all officers, employees, and State's contractors, thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute.

The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the State, its officers, employees, and State contractors. It is the intent of the parties that the permittee will indemnify and hold harmless the State, its officers, employees, and State's contractors, from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the permittee, persons employed by the permittee, or acting on behalf of the permittee.

For the purpose of this section, "State's contractors" shall include contractors and their subcontractors under contract to the State of California performing work within the limits of this permit.

29. NO PRECEDENT ESTABLISHED: This permit is issued with the understanding that it does not establish a precedent.

30. FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:

A. The permittee, for himself, his personal representative, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that:

1. No person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination shall be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.

3. That such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the right of way.

4. That the permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.

5. That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the land and the facilities thereon, and hold the same as if said permit had never been made or issued.

31. MAINTENANCE OF HIGHWAYS: The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This assurance requires the permittee to provide inspection and repair any damage, at permittee's expense, to State facilities resulting from the encroachment.

32. SPECIAL EVENTS: In accordance with subdivision (a) of Streets and Highways Code Section 682.5, the Department of Transportation shall not be responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State and the city or county against any and all claims arising out of any activity for which the permit is issued.

The permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the event, and further agrees to indemnify and save harmless the State of California, all officers and employees thereof, including but not limited to the Director of Transportation, from any claims or liability arising out of or by virtue of said Act.

33. PRIVATE USE OF RIGHT OF WAY: Highway right of way shall not be used for private purposes without compensation to the State.

The gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16.

34. FIELD WORK REIMBURSEMENT: Permittee shall reimburse State for field work performed on permittee's behalf to correct or remedy hazards or damaged facilities, or clear debris not attended to by the permittee.

35. NOTIFICATION OF DEPARTMENT AND TMC: The permittee shall notify the Department's representative and the Transportation Management Center (TMC) at least 7 days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur 3 days before closure or other potential traffic impacts. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative shall be notified as soon as possible.

36. SUSPENSION OF TRAFFIC CONTROL OPERATION: The permittee, upon notification by the Department's representative, shall immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension shall be borne by the permittee.

37. UNDERGROUND SERVICE ALERT (USA) NOTIFICATION: Any excavation requires compliance with the provisions of Government Code Section 4216 et. seq., including, but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The permittee shall provide notification at least 48 hours before performing any excavation work within the right of way.

1. GENERAL: The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP) that would require a waste discharge identification number or coverage under the California Construction General Permit (*Order No. 2009-0009-DWQ, NPDES No CAS000002*). The Permittee shall comply with the following Special Provisions and the direction of the State Representative.

2. NPDES REQUIREMENTS: The Permittee shall be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements. It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices before performing daily work activities. Installation and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, and 9) illicit connection, illegal discharge detection and reporting. The Permittee shall report to the state representative when discharges enter into receiving waters, adjacent property, drainage systems or when discharges could be a cause or a threat for water pollution. The Permittee shall also control illicit discharges or illegal dumping prior to start of daily work schedule. Copies of written notices or orders from the Regional Water Quality Control Board or other regulatory agency shall be provided to the State representative within 48 hours of reported activity. For additional information on storm water compliance, visit the State Water Resources Control Boards storm water Website at http://www.waterboards.ca.gov/water_issues/programs/stormwater

3. RESPONSIBILITY FOR DEBRIS REMOVAL: The Permittee shall be responsible for preventing sediment, trash, debris, and other construction waste from entering the street, the storm drains, local creeks, or any other bodies of water.

4. SPOILS AND RESIDUE: The Permittee shall vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. shall be washed into a drainage system.

5. SWEEPING: Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Keep dust to a minimum during sweeping activities. Use vacuum whenever dust generation is excessive or sediment pickup is ineffective. Roadways or work areas shall not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of the State of California standard specifications for construction (most current version) <http://www.dot.ca.gov/hq/esc/oe/specifications/SSPs/2010-SSPs/>.

6. VEHICLES AND EQUIPMENT: Permittee shall prevent all vehicles, equipment, etc. from leakage or mud tracking onto

roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.

7. MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT: Maintenance and fueling of equipment shall not result in any pollution at the job site. The Permittee shall immediately clean up spills/leaks, and properly dispose of contaminated soil and materials.

8. CLEANING VEHICLES AND EQUIPMENT: Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. The Permittee shall clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc shall be used in State right of way. Any water from this operation shall be collected and disposed of at an appropriate site. Containment berms or dikes shall be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain. Keep adequate quantities of absorbent spill-cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.

9. DIESEL FUELS: The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.

10. WEATHER CONDITIONS AT WORKSITE: Any activity that would generate fine particles or dust that could be transported off site by stormwater shall be performed during dry weather.

11. HOT MIX ASPHALT: Runoff from washing hot mix asphalt shall not enter into any drainage conveyances.

12. PROTECTION OF DRAINAGE FACILITIES: The Permittee shall protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State representative during grading, paving, saw-cutting, etc. and materials must conform to Section 13-6.02 Materials for Water Pollution Control of the State of California standard specifications for construction (most current version). No such protection measures shall cause an obstruction to the traveling public. The Permittee shall implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site in accordance to section 13-4.03B(1-3) Spill Prevention and Control, Water Pollution Control, of the State of California standard specifications for construction (2010 version).

13. PAINT: Rinsing of painting equipment and materials is not permitted in state right-of-way. When thoroughly dry, dispose of the following as solid waste: dry latex paint, paint cans, used brushes, rags, gloves, absorbent materials, and drop cloths. Oil based paint sludge and unusable thinner shall be disposed of at an approved hazardous waste site.

14. CONSTRUCTION MATERIALS: Stockpile of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar, shall conform to section 13-4.03C Material Management (Storage & Stockpiles), Water Pollution Control, of the State of California standard specifications for construction (2010 version).

15. CONCRETE EQUIPMENT: Concrete equipment shall be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems.

STORM WATER SPECIAL PROVISIONS for MINIMAL or NO IMPACT

TR-0400 (Rev 09/2012)

16. EXISTING VEGETATION: Established existing vegetation is the best form of erosion control. Minimize disturbance to existing vegetation. Damaged or removed vegetation shall be replaced as directed by the State Representative.

17. SOIL DISTURBANCE: Soil disturbing activities shall be avoided during the wet weather season. If construction activities during wet weather are allowed in your permit, all necessary erosion control and soil stabilization measures shall be implemented in advance of soil disturbing activity.

18. SLOPE STABILIZATION AND SEDIMENT CONTROL: Consider a certified expert in Erosion and Sediment control in cases where slopes are disturbed during construction. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization and Section 21 Erosion Control of the State of California (2010 version) standard specifications for construction during application of temporary soil stabilization measures to the soil surface. Fiber rolls or silt fences may be required down slope until permanent soil stabilization is established. Remove the accumulated sediment whenever the sediment accumulates to 1/3 of the linear sediment barrier height.

19. STOCKPILES: Stockpiles containing aggregate and/or soil shall be stored at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain, and shall be covered and protected with a temporary perimeter sediment barrier. Cold mix stockpiles shall be stored on an impermeable surface and covered with 9mil plastic to prevent contact with water.

20. DISCOVERY OF CONTAMINATION: The State Representative shall be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material or if abandoned, underground tanks, pipes, or buried debris are encountered.

21. SANITARY AND SEPTIC WASTE: Do not bury or discharge wastewater from a sanitary or septic system within the highway. Properly connected sewer facilities are free from leaks. With State Representative approval place portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. Permittee must comply with local health agency provisions when using an on-site disposal system.

22. LIQUID WASTE: Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free waste water or rinse water, dredging, wash water or rinse water running off a surface or other nonstorm water liquids not covered under separate waste water permits shall be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least 50 feet away from moving vehicles and equipment. Liquid waste may require testing to determine hazardous material content prior to disposal

23. WATER CONTROL AND CONSERVATION: Manage water use in a way that will prevent erosion and the discharge of pollutants into storm drain systems and receiving waters. Direct runoff water, including water from water line repair from the job site to areas where it can infiltrate into the ground. Direct water from off-site sources around the job site or from contact with jobsite water.

24. PILE DRIVING: Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans,

absorbent pads, or plastic sheeting with absorbent material, and away from storm water run-on when not in use.

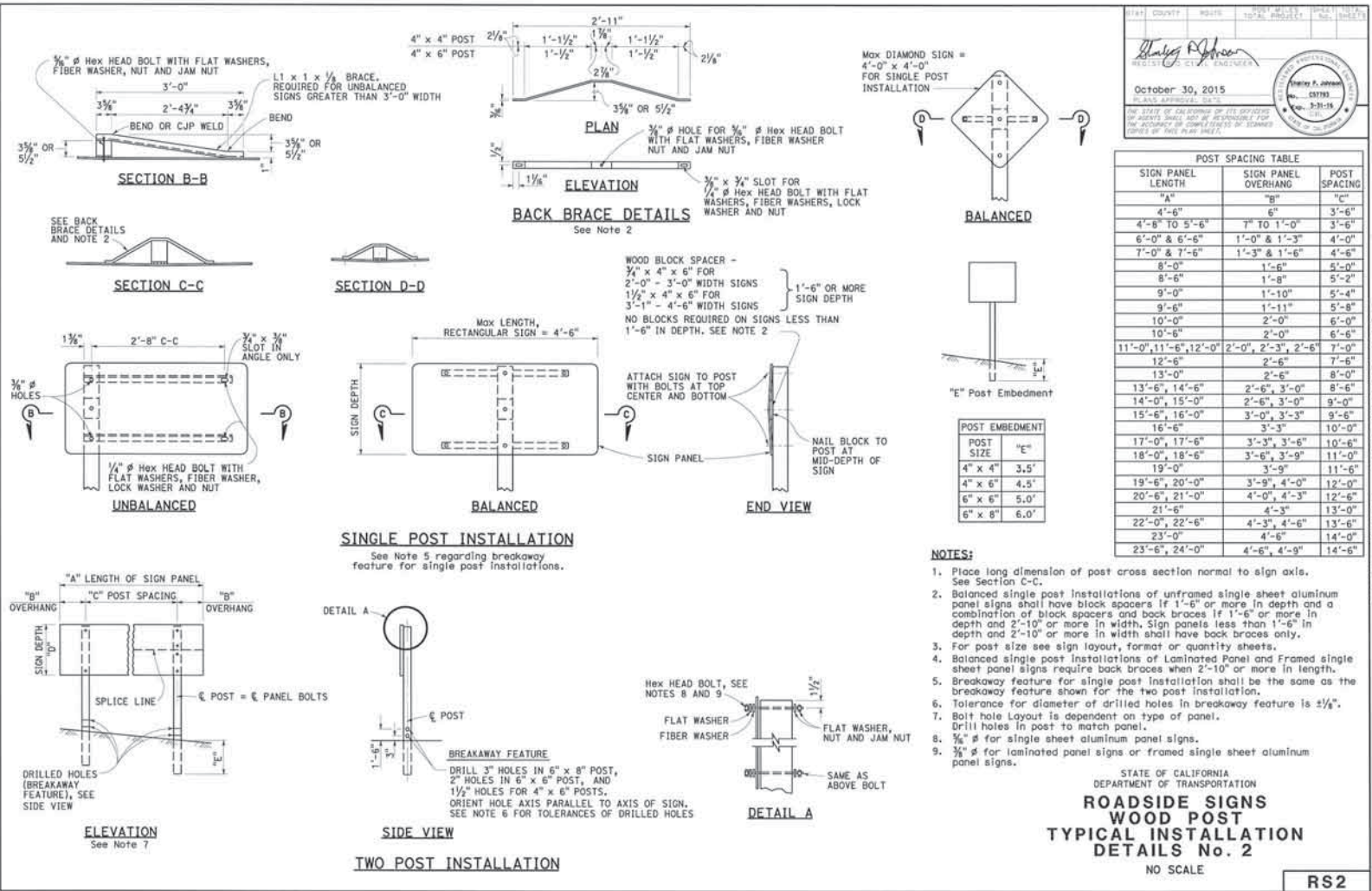
25. DEWATERING: Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations shall comply with the latest Caltrans guidelines. Contact State representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee shall provide the State Representative with a dewatering and discharge work plan that complies with section 13-4.01B Submittals, Water Pollution Control, of the State of California standard specifications for construction (2010 version). A copy of the Waste Discharge Permit and a copy of a valid WDID number issued by the Regional Board shall be provided to the State representative.

SPECIAL EVENTS (SE) SPECIAL PROVISIONS

In addition to the attached General Provisions (TR-0045), the following special provisions are applicable.

1. In accordance with subdivision (a) of Streets and Highways Code Section 682.5, the Department of Transportation shall not be responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State and the city or county against any and all claims arising out of any activity for which the permit is issued.
2. The permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the event, and further agrees to indemnify and save harmless the State of California, all officers and employees thereof, including but not limited to the Director of Transportation, from any claims or liability arising out of or by virtue of said Act.

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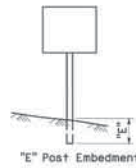
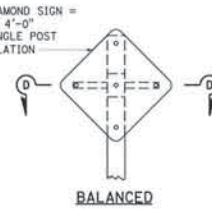
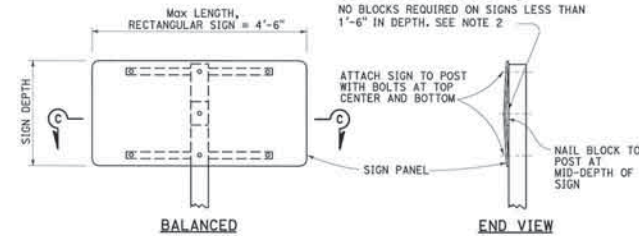
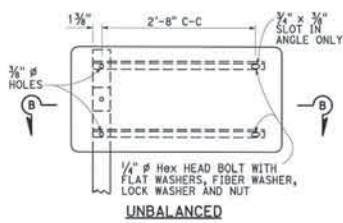
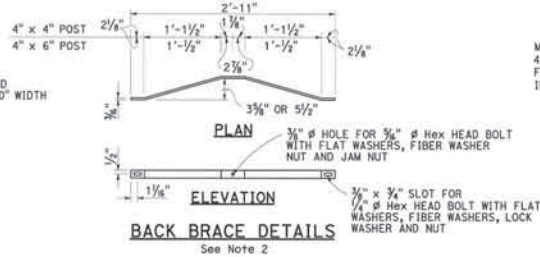
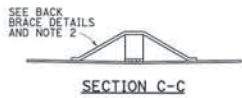
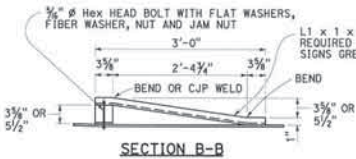


STATE COUNTY ROUTE DIST. MILES SHEET NO. TOTAL SHEETS
 October 30, 2015
 PREPARED BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 10/30/15
 THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 SAN FRANCISCO OFFICE
 PROJECT NO. [Blank]
 SHEET NO. [Blank]

2015 STANDARD PLAN RS2

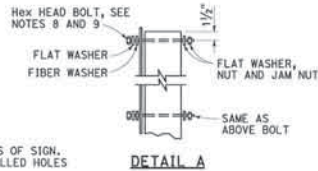
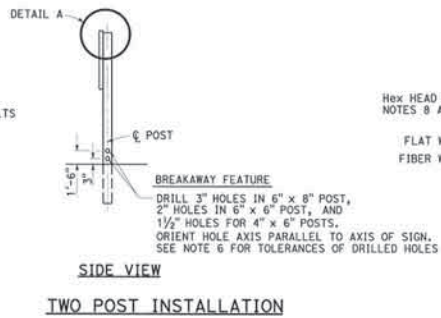
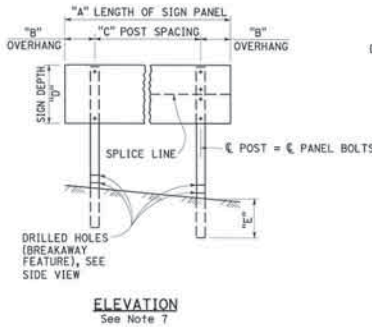
STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
ROADSIDE SIGNS
WOOD POST
TYPICAL INSTALLATION
DETAILS No. 2
 NO SCALE

RS2



POST SIZE	"E"
4" x 4"	3.5"
4" x 6"	4.5"
6" x 6"	5.0"
6" x 8"	6.0"

SINGLE POST INSTALLATION
See Note 5 regarding breakaway feature for single post installations.



STATE COUNTY ROUTE DIST. MILES - TOTAL MILES - TOTAL COST

Stanley R. Johnson
RESIDENT ENGINEER

October 30, 2015
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS FOR HIGHWAYS
SECTION 05100 - STRUCTURES
PART 1 - GENERAL
SECTION 05100 - STRUCTURES
PART 1 - GENERAL

POST SPACING TABLE

SIGN PANEL LENGTH	SIGN PANEL OVERHANG	POST SPACING
"A"	"B"	"C"
4'-6"	6"	3'-6"
4'-8" TO 5'-6"	7" TO 1'-0"	3'-6"
6'-0" & 6'-6"	1'-0" & 1'-3"	4'-0"
7'-0" & 7'-6"	1'-3" & 1'-6"	4'-6"
8'-0"	1'-6"	5'-0"
8'-6"	1'-8"	5'-2"
9'-0"	1'-10"	5'-4"
9'-6"	1'-11"	5'-8"
10'-0"	2'-0"	6'-0"
10'-6"	2'-0"	6'-6"
11'-0", 11'-6", 12'-0"	2'-0", 2'-3", 2'-6"	7'-0"
12'-6"	2'-6"	7'-6"
13'-0"	2'-6"	8'-0"
13'-6", 14'-6"	2'-6", 3'-0"	8'-6"
14'-0", 15'-0"	2'-6", 3'-0"	9'-0"
15'-6", 16'-0"	3'-0", 3'-3"	9'-6"
16'-6"	3'-3"	10'-0"
17'-0", 17'-6"	3'-3", 3'-6"	10'-6"
18'-0", 18'-6"	3'-6", 3'-9"	11'-0"
19'-0"	3'-9"	11'-6"
19'-6", 20'-0"	3'-9", 4'-0"	12'-0"
20'-6", 21'-0"	4'-0", 4'-3"	12'-6"
21'-6"	4'-3"	13'-0"
22'-0", 22'-6"	4'-3", 4'-6"	13'-6"
23'-0"	4'-6"	14'-0"
23'-6", 24'-0"	4'-6", 4'-9"	14'-6"

- NOTES:**
1. Place long dimension of post cross section normal to sign axis. See Section C-C.
 2. Balanced single post installations of unframed single sheet aluminum panel signs shall have block spacers if 1'-6" or more in depth and a combination of block spacers and back braces if 1'-6" or more in depth and 2'-10" or more in width. Sign panels less than 1'-6" in depth and 2'-10" or more in width shall have back braces only.
 3. For post size see sign layout, format or quantity sheets.
 4. Balanced single post installations of Laminated Panel and Framed single sheet panel signs require back braces when 2'-10" or more in length.
 5. Breakaway feature for single post installation shall be the same as the breakaway feature shown for the two post installation.
 6. Tolerance for diameter of drilled holes in breakaway feature is ±1/8".
 7. Bolt hole layout is dependent on type of panel. Drill holes in post to match panel.
 8. 3/8" for single sheet aluminum panel signs.
 9. 3/8" for laminated panel signs or framed single sheet aluminum panel signs.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**ROADSIDE SIGNS
WOOD POST
TYPICAL INSTALLATION
DETAILS NO. 2**
NO SCALE

RS2

2015 STANDARD PLAN RS2

MAMMOTH GRAN FONDO



Caltrans District 9
Encroachment Permits
Permit No.: 0917-6SE-0100
Date: 05/26/2017

Race Day		
Type	Description	Quantity
M4-9	Detour (Total)	16
	(Left Turn Arrow)	7
	(Right Turn Arrow)	6
	(Straight Arrow)	3
W20-3	Road Closed Ahead	2
R3-2	No Left Turn Arrow	2
Electronic Sign	Special Event/Date and Time/Expect Delays	2
Type II Barricades		15
SC5 (CA)	Special Event Ahead	6
Static Sign	Bikes Keep Right	2
Cones		60
Crosswalk Bags		2
W20-5L	Left Lane Closed Ahead	2



MAMMOTH GRAN FONDO
(Sheet 1)



Notes:

- * X = these signs were already accounted for in a different section of the traffic plan, but they are still at that location.

Time:

- * Race Day from 5am to 6:00 pm

Equipment:

- * 6 - M4-9 "Detour" (3 left turns and 3 right turns)
- * 1 - W20-3 "Road Closed Ahead"

Caltrans District 9

Encroachment Permits

Permit No.: 0917-6SE-0100


Date: 05/26/2017



MAMMOTH GRAN FONDO
(Sheet 2)



Notes:

- *  = these signs were already accounted for in a different section of the traffic plan, but they are still at that location.

Time:

- * Race Day from 5am to 6:00 pm

Equipment:

- * 5 – M4-9 “Detour” (2 left turns, 2 right turns, 1 straight)

Caltrans District 9
Encroachment Permits
Permit No.: 0917-6SE-0100
Date: 05/26/2017



MAMMOTH GRAN FONDO

(Sheet 3)



Time:

- * From two days prior to Race Day at 7am to Race Day at 6pm

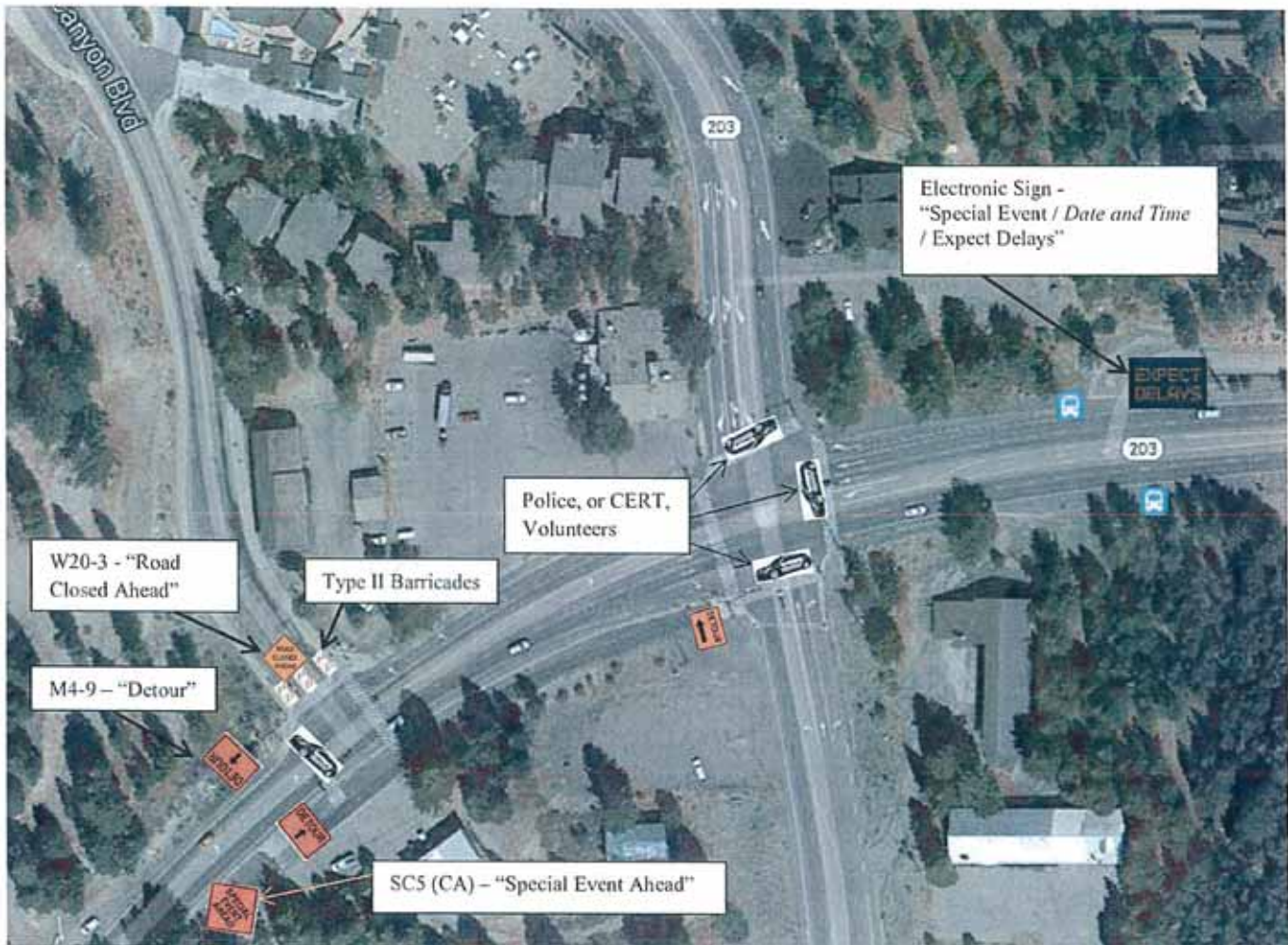
Equipment:

- * 1 – Electronic Sign

Caltrans District 9
Encroachment Permits
Permit No.: 0917-6SE-0100
Date: 05/26/2017



MAMMOTH GRAN FONDO
(Sheet 4)



Notes:

- * Flashing red lights at both traffic signal light intersection.
- * Police leading beginning and end of bike group.
- * Special Event Sign is optional (take out if there are not enough signs for event).
- * May want to bring yellow event barricades as well, to direct bicyclist.

Time:

- * Police , CERT, or trained volunteers: Race Day from 7am to 7:15am and from 9am to 9:15am
- * Electric Sign: Two days prior to Race Day from 7am to Race Day at 6pm
- * Barricades, W20-3, M4-9: Race Day from 5am to 6pm

Equipment:

- * 1 - Electronic Sign
- * 5 - Type II Barricades
- * 1 - SC5 (CA) "Special Event Ahead Sign"
- * 3 - M4-9 "Detour" (1 left arrows and 2 straight)
- * 1 - W20-3 "Road Closed Ahead"

Caltrans District 9
Encroachment Permits
Permit No.: 0917-6SE-0100
Date: 05/26/2017



MAMMOTH GRAN FONDO
(Sheet 5)



Notes:

- * Bag The Village crosswalk buttons.
- * Flagger at Alpenhof Lodge parking lot entrance.
- * Course Marshal at The Village crosswalk.

Time:

- * Crosswalk Bags, Barricades, Flagger, and Course Marshal: Race Day from 8:45am to 9:15am.

Equipment:

- * 4 – Type II Barricades
- * 2 – Crosswalk Button Bags

Caltrans District 9
Encroachment Permits
Permit No.: 0917-6SE-0100
Date: 05/26/2017



MAMMOTH GRAN FONDO
(Sheet 6)



Notes:

- * Space cones at 20'
- * Cones should go along the outside of the entire upper half of left turn lane, on the white line.
- * Attached is the modified T14 Entrance Ramp With Turning Pockets plan.

Time:

- * SC5, Static Sign, Cones: Race Day from 8am to 10 am
- * M4-9 "Detour": Race Day from 5am to 6pm

Equipment:

- * 25 - Cones
- * 4 - SC5 "Special Event Ahead"
- * 2 - M4-9 "Detour" (1 left and 1 right)
- * 6 - Type II Barricades (2 at each spot)
- * 2 - R3-2 "No Left Turn"
- * 2 - W20-5L "Left Lane Closed Ahead"

MAMMOTH GRAN FONDO
(Sheet 7)



Notes:

- * Space cones at 15'.
- * Cones placed along fog line.

Time:

- * Crosswalk Bags, Barricades, Flagger, and Course Marshall: Race Day from 8:45am to 9:15am.

Equipment:

- * 10 – Cones
- * 1 – Static Sign “Riders Keep Right”

Caltrans District 9
Encroachment Permits
Permit No.: 0917-6SE-0100
Date: 05/26/2017



MAMMOTH GRAN FONDO

(Sheet 8)



Notes:

- * Cones on Fog Line.
- * Cones spaced @ 20'
- * Static Signs size - 11"x14"

Time:

- * Race Day from 7am to 6pm

Equipment:

- * 25 - Cones
- * 1 - Static Sign "Riders Keep Right"
- * 1 - SC5 (CA) "Special Event Ahead"



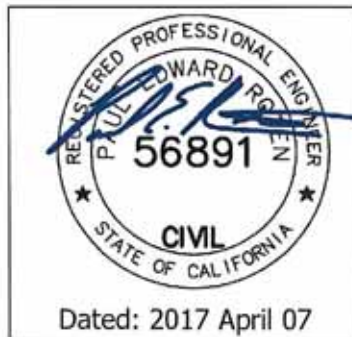
**Caltrans District 9
Encroachment Permits
Permit No.: 0917-6SE-0100
Date: 05/26/2017**

TRAFFIC CONTROL PLAN

FOR THE:

Mammoth Gran Fondo Event Date: September 9, 2017 Mono County, California

This **Traffic Control Plan**, including the following pages,
was prepared by
Mono County Public Works
under the direction of Paul E. Roten, PE C56891



Caltrans District 9
Encroachment Permits
Permit No.: 0917-6SE-0100
Date: 05/26/2017



Mono County
Post Office Box 457, Bridgeport, CA 93517

Sheet List

Traffic Control General Conditions	2
Traffic Control Plan Legend.....	3
Traffic Control Plan Overview	4
Site Specific Traffic Control Plans (Images 1 thru 33	5
Special Signs	22
Sign Counts	28

Traffic Control General Conditions

- All Traffic Control shall be installed in conformance with the California Manual of Traffic Control Devices.
- Traffic Control for this event is categorized as C. Short-term duration. For this category of control, it is beneficial to use marked vehicles, such as Highway Patrol to encourage safety.
- Highway Patrol will run a rolling traffic break on Highway 395 during the event to protect rider safety.
- Though there will be road closures, it is important that all riders are directed to stay to the right of the centerline of the road at all times (and right of Fog line on highway 395).
- Shoulders of road where riders are expected to travel shall be cleaned in advance of race with street sweeper.
- Volunteer support should be located at each turn location to help safely direct bicycle traffic.
- Special event ahead & road closed ahead may be placed on type 1 barrier.
- Sandbags shall be used to hold signs in place if windy.

LEGEND

STANDARD SIGNAGE AND BARRIERS



SPECIAL EVENT AHEAD (SC5)



ROAD CLOSED AHEAD (W20-3)



ROAD CLOSED TO THRU TRAFFIC (R11-4)



ROAD CLOSED (R11-2)



HIGHWAY CLOSURE AHEAD SIGN



COUNTY CLOSURE AHEAD SIGN



TYPE 1 BARRIER



TYPE 3 BARRIER



TRAFFIC CONE



TRAFFIC OFFICER



EVENT SIGN



RIDERS STAY RIGHT



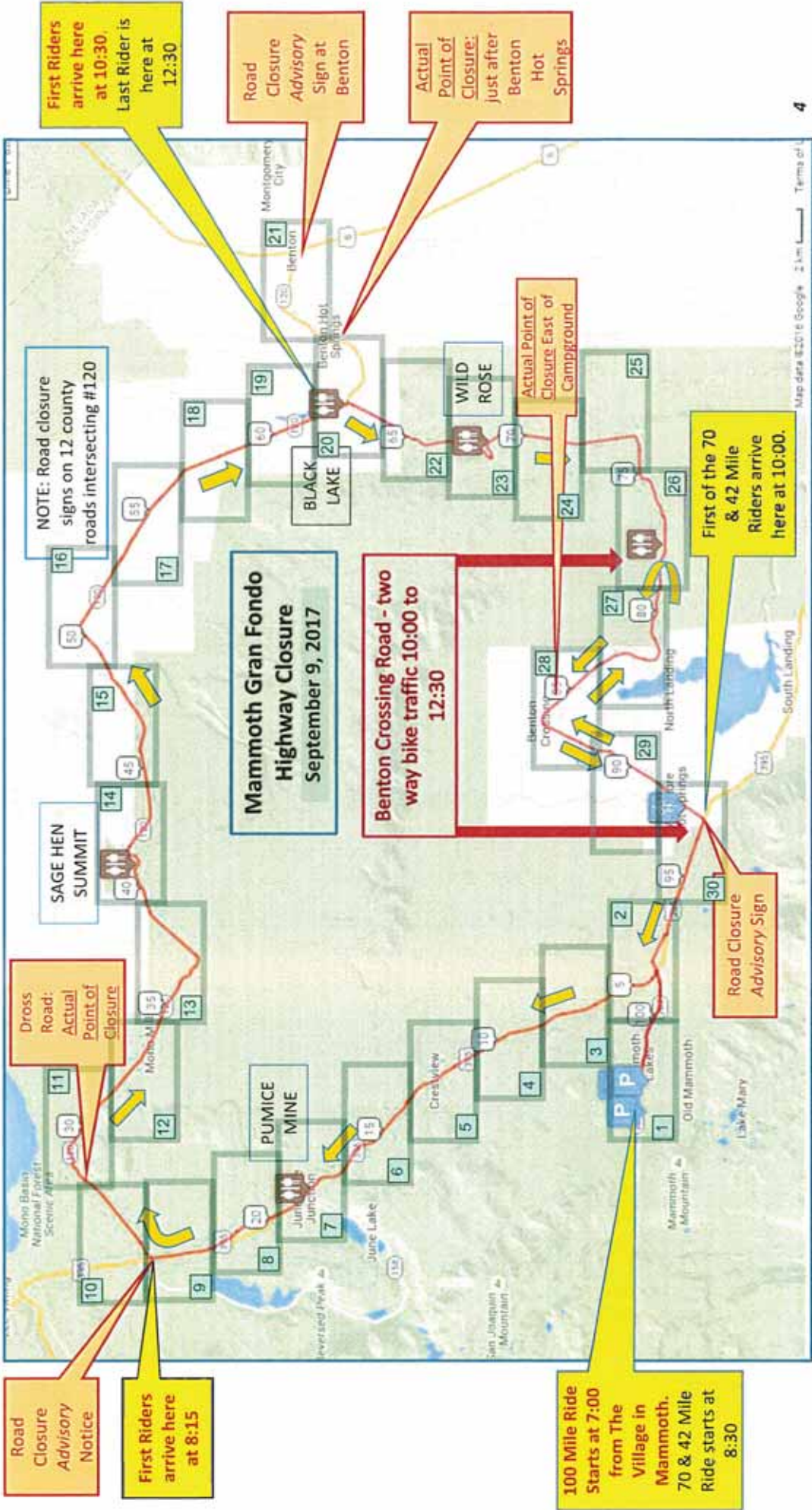
SET CHANGEABLE SIGN TO CLOSED



TRAFFIC CONTROL NOTES



IMAGE NUMBER AND LOCATION





Google earth



3



Google earth



4



5



Google earth



6





Google earth





Google earth





Google earth

miles 1 2
km



12

13



Google earth



14



Google earth

15

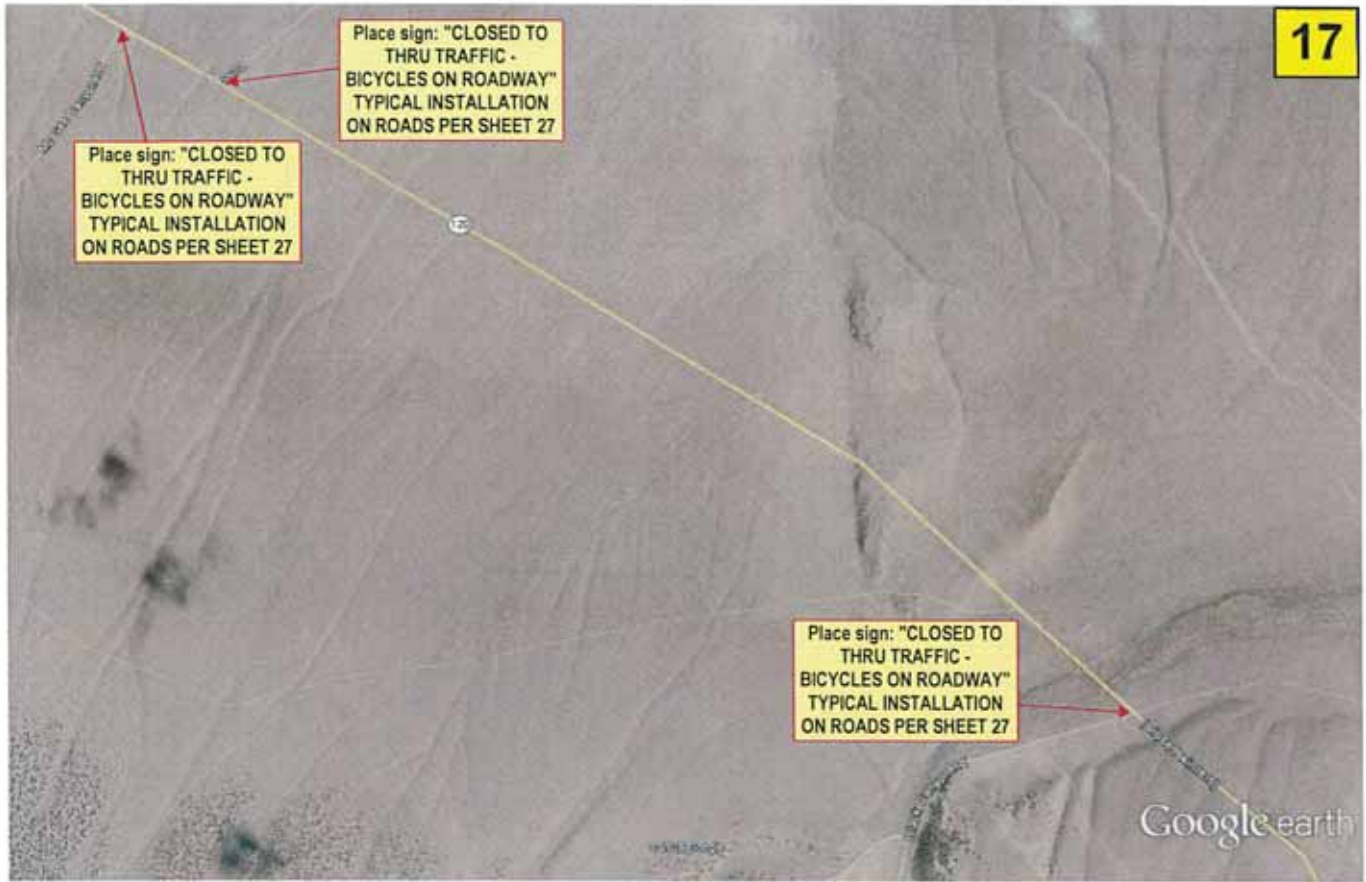


Google earth



16





17

Google earth



18



Google earth



21



Google earth



22



Google earth

23



Google earth



24



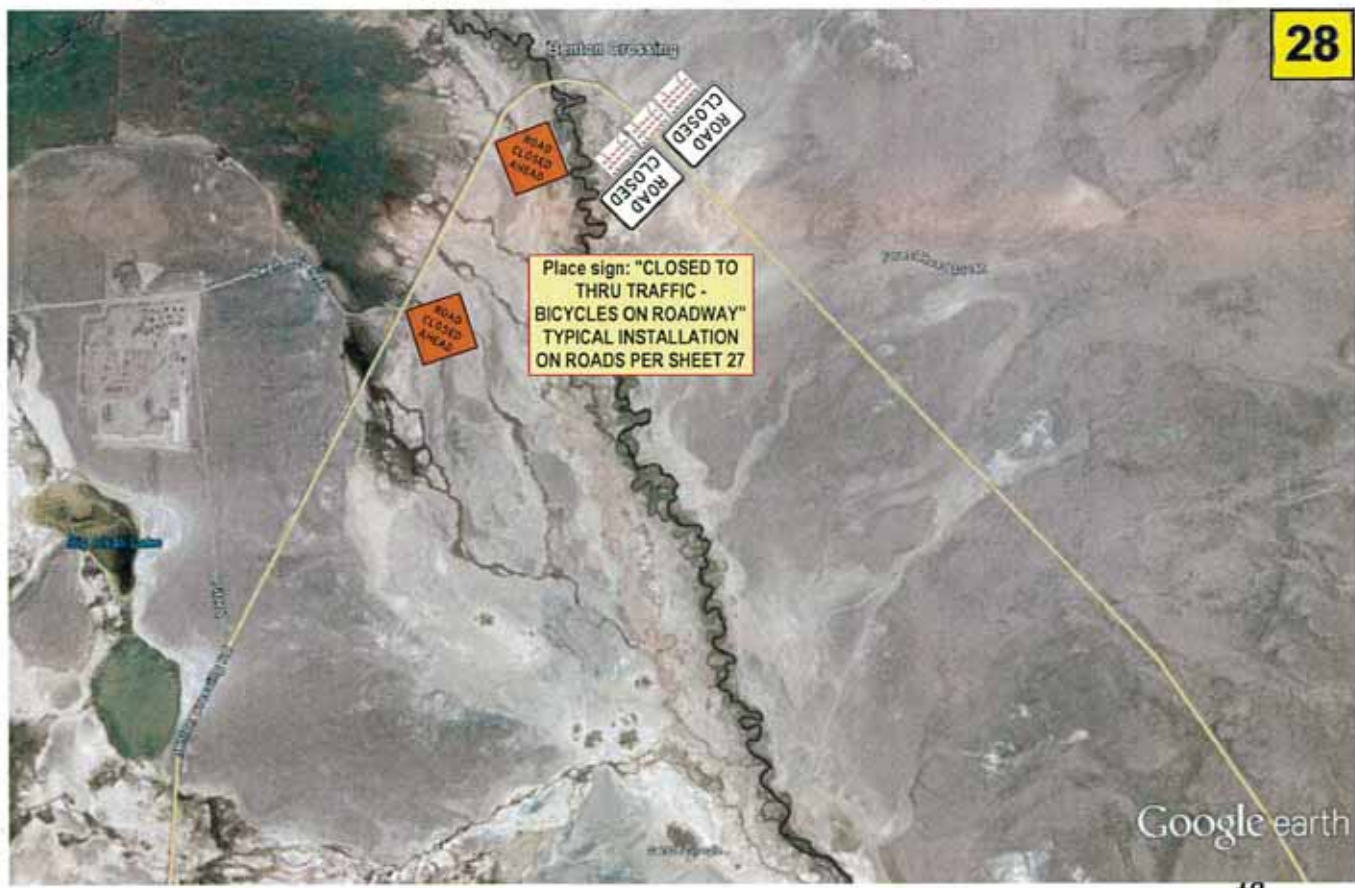


Google earth





Google earth





Google earth





Google earth



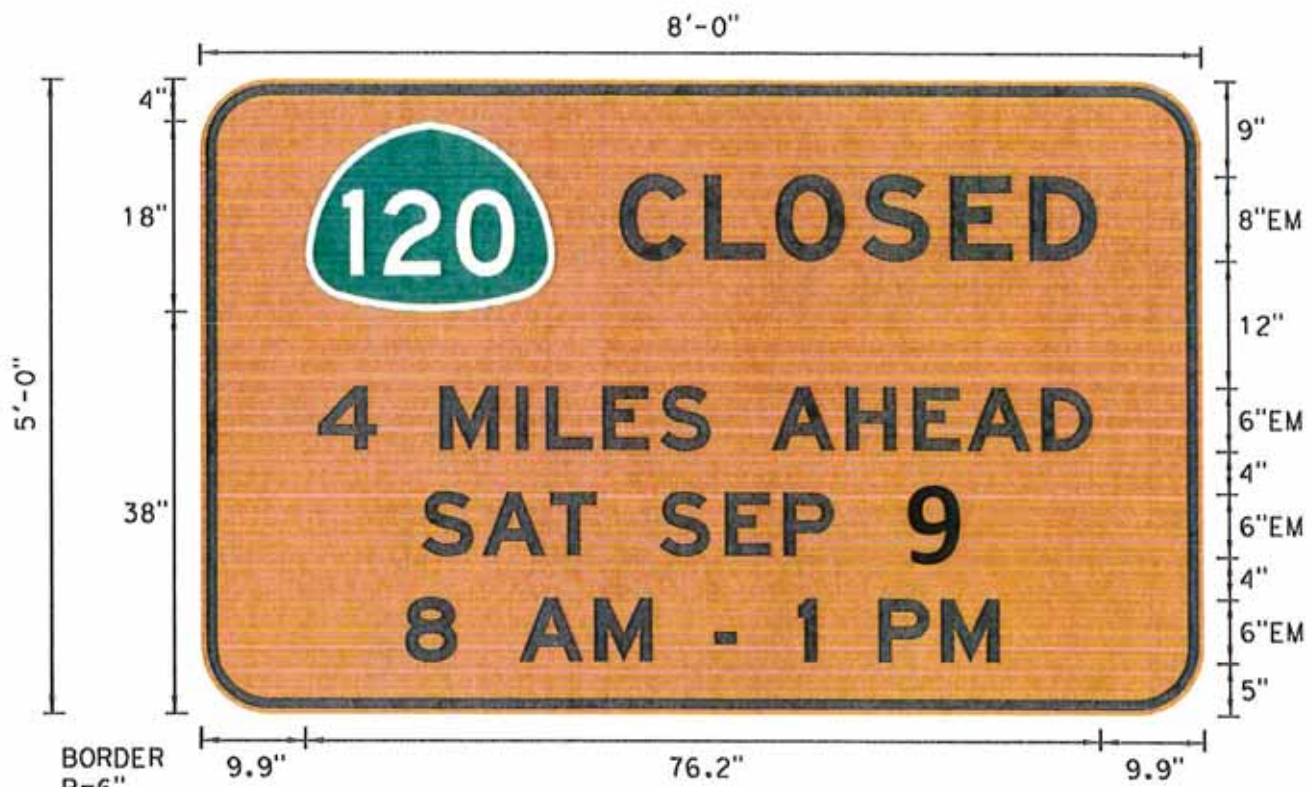
33



Google earth



***sign information
and quantities***



Panel Style: S C 120 closed.ssi
M.U.T.C.D.: 2009 Edition

SIGN SC-C

NOTES:

0.063" THICK ALUMINUM / FRAMED

BLACK ON FLUORESCENT ORANGE ASTM TYPE XI
ROUTE SHIELD: WHITE ASTM TYPE XI ON GREEN ASTM TYPE XI

LINE 1: 24" X 18" SIZE 8 G28-1 CA ROUTE SHIELD, FONT 8 E MOD

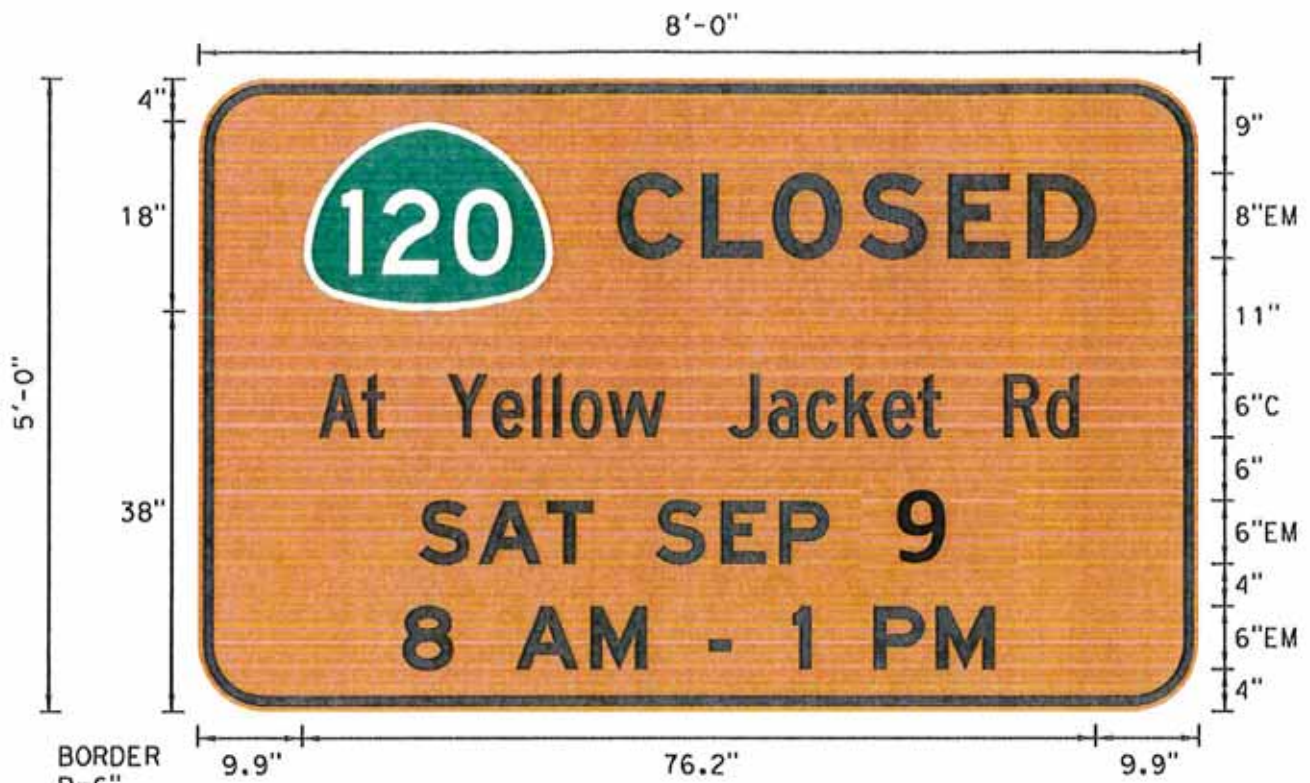
LINE 2: FONT 6 E MOD

LINE 3: FONT 6 E MOD

LINE 4: FONT 6 E MOD

**See images 9, 10 and 31
on pages 9 and 20**

120 EAST PERMIT EVENT CLOSURE
NO SCALE



BORDER
R=6"
TH=1"
IN=0.5"

Panel Style: S C 120 closed.ssi
M.U.T.C.D.: 2009 Edition

SIGN SC-B

NOTES:

0.063" THICK ALUMINUM / FRAMED

BLACK ON FLUORESCENT ORANGE ASTM TYPE XI
ROUTE SHIELD: WHITE ASTM TYPE XI ON GREEN ASTM TYPE XI

LINE 1: 24" X 18" SIZE 8 G28-1 CA ROUTE SHIELD, FONT 6 E MOD
LINE 2: FONT 6/4.5 UC/LC C (FONT C)
LINE 3: FONT 6 E MOD
LINE 4: FONT 6 E MOD

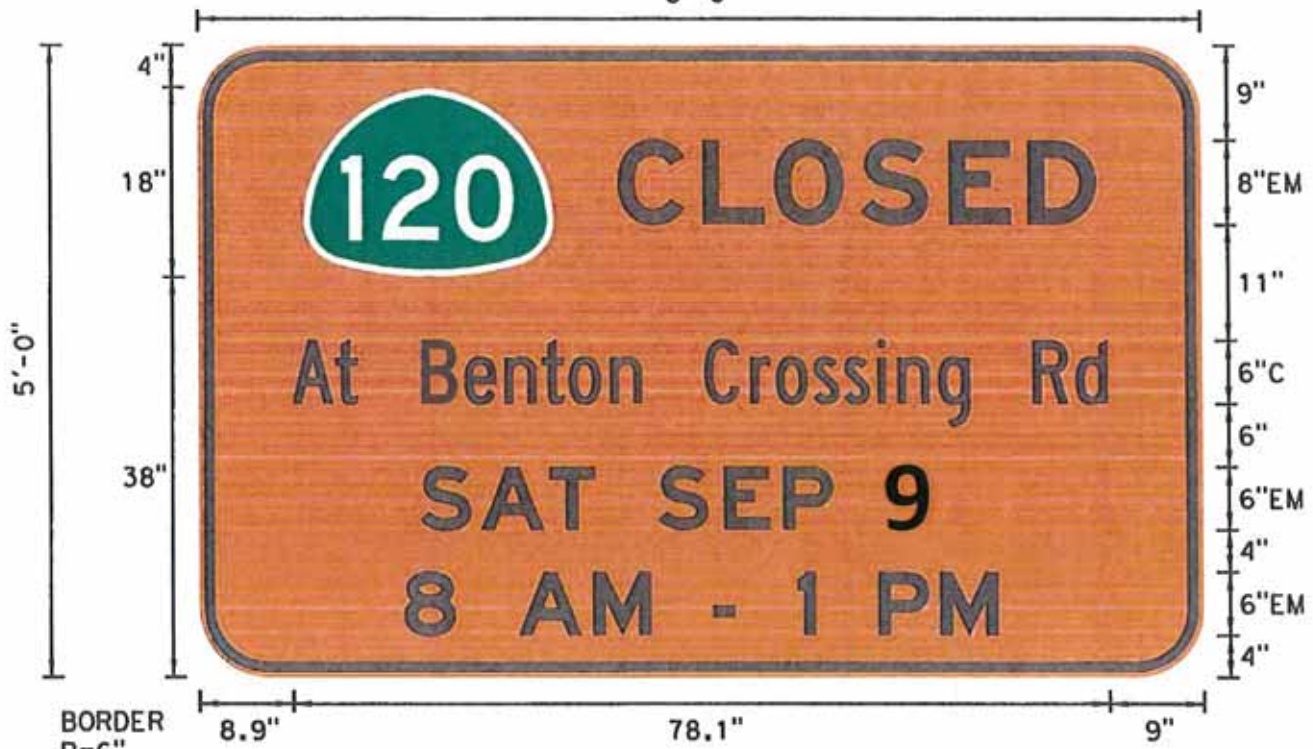
***See images 21 on
page 15***

120 EAST PERMIT EVENT CLOSURE

NO SCALE

SIGN SC-B

8'-0"



BORDER
R=6"
TH=1"
IN=0.5"

Panel Style: S C 120 closed.ssi
M.U.T.C.D.: 2009 Edition

SIGN SC-B

NOTES:

0.063" THICK ALUMINUM / FRAMED

BLACK ON FLUORESCENT ORANGE ASTM TYPE XI
ROUTE SHIELD: WHITE ASTM TYPE XI ON GREEN ASTM TYPE XI

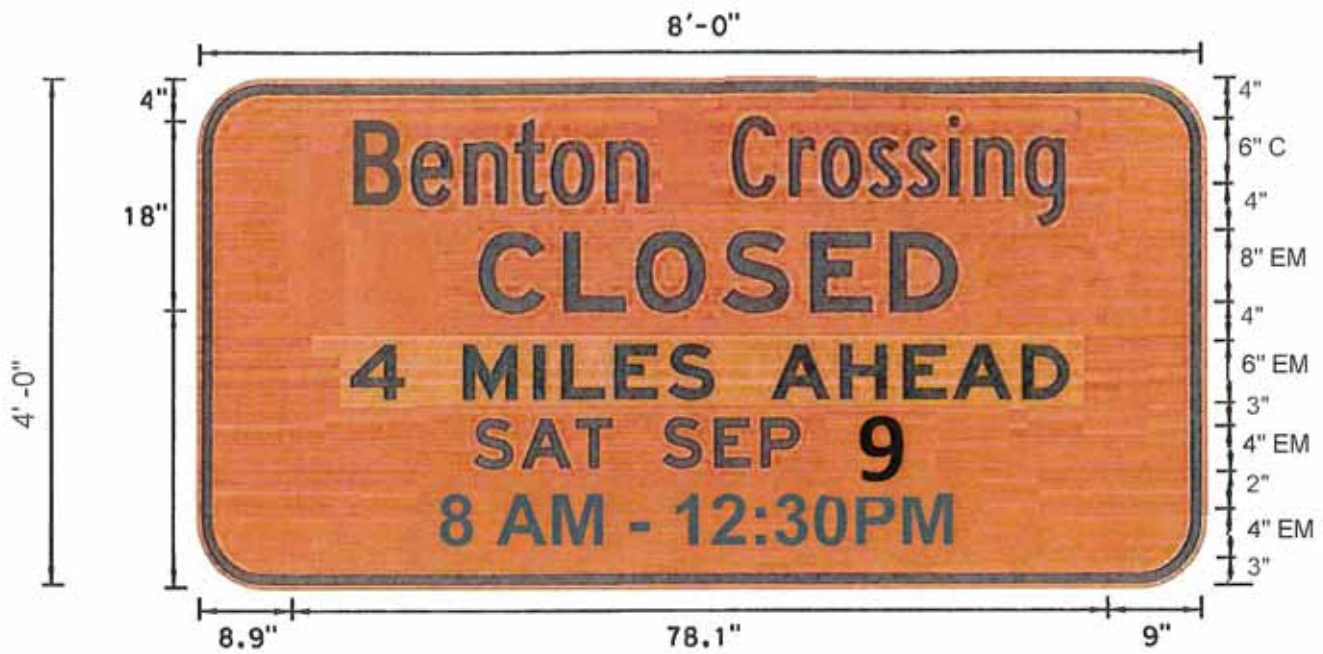
LINE 1: 24" X 18" SIZE 8 G28-1 CA ROUTE SHIELD, FONT 6 E MOD
LINE 2: FONT 6/4.5 UC/LC C (FONT C)
LINE 3: FONT 6 E MOD
LINE 4: FONT 6 E MOD

*See images 30 and 33 on
pages 19 and 21*

120 EAST PERMIT EVENT CLOSURE

NO SCALE

SIGN SC-B



*Material for this sign may be Wood painted with
fluorescent orange paint background, black
letters and border*

BORDER
R=6"
TH=1"
IN=0.5"

Panel Style: S C 120 closed.ssi
M.U.T.C.D.: 2009 Edition

SIGN SC-B

NOTES:

0.063" THICK ALUMINUM / FRAMED

BLACK ON FLUORESCENT ORANGE ASTM TYPE XI
ROUTE SHIELD: WHITE ASTM TYPE XI ON GREEN ASTM TYPE XI

LINE 1: 24" X 18" SIZE 8 G28-1 CA ROUTE SHIELD, FONT 6 E MOD
LINE 2: FONT 6/4.5 UC/LC C (FONT C)
LINE 3: FONT 6 E MOD
LINE 4: FONT 6 E MOD

*See images 30 and 33 on
pages 19 and 21*

120 EAST PERMIT EVENT CLOSURE

NO SCALE

**CLOSED TO THRU
TRAFFIC
BICYCLES ON
ROADWAY**

**INSTALL
CLOSED TO THRU TRAFFIC - BICYCLES ON ROADWAY
AT THE FOLLOWING
LOCATIONS AND TIMES.**

Connecting Road on Benton Crossing Road	IMAGE	Time for sign to be installed	Day	Date of installation
Browns Town Campground	28	8:30am thru 12:30pm	Saturday	2017 Sep 9
Yellowjacket Road	20	8:30am thru 12:30pm	Saturday	2017 Sep 9
Cattle Drive Road	20	8:30am thru 12:30pm	Saturday	2017 Sep 9
Barker Mine Road	23	8:30am thru 12:30pm	Saturday	2017 Sep 9
Deer Spring Road	25	8:30am thru 12:30pm	Saturday	2017 Sep 9
Chidago Canyon Road	25	8:30am thru 12:30pm	Saturday	2017 Sep 9
Casa Diablo Road	26	8:30am thru 12:30pm	Saturday	2017 Sep 9
Owens Gorge Road	26	8:30am thru 12:30pm	Saturday	2017 Sep 9
Layton Springs Road	27	8:30am thru 12:30pm	Saturday	2017 Sep 9

Connecting Road on State Highway 120	IMAGE	Time for sign to be installed	Day	Date of installation
Test Station Road	11	7am thru 3pm	Saturday	2017 Sep 9
Sand Flat Cutoff	13	7am thru 3pm	Saturday	2017 Sep 9
Pilot Springs Road	13	7am thru 3pm	Saturday	2017 Sep 9
Sage Hen Meadows Road	14	7am thru 3pm	Saturday	2017 Sep 9
Baxter's Road	14	7am thru 3pm	Saturday	2017 Sep 9
Black Canyon Road	17	7am thru 3pm	Saturday	2017 Sep 9
Dobie Meadows Road	16	7am thru 3pm	Saturday	2017 Sep 9
Adobe Ranch Road	16	7am thru 3pm	Saturday	2017 Sep 9
McGee Canyon Road	17	7am thru 3pm	Saturday	2017 Sep 9
River Springs Road	17	7am thru 3pm	Saturday	2017 Sep 9
Sawmill Meadows Road	17	7am thru 3pm	Saturday	2017 Sep 9

sign description	type	size	TOTAL	Image number																																		
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31/32	33			
SPECIAL EVENT	SC5 (CA)	36X36	16		2		2	1	2	1																								3	3	1		
SPECIAL EVENT	SC5 (CA)	48X48	3																															1	1	1		
RIDERS STAY RIGHT			6																				1	2									2		1			
CONE			68																				10										28	20	10			
TYPE 3 BARRICADE WITH "ROAD CLOSED TO THRU TRAFFIC"	R11-4	60X30	4																																2	2		
"ROAD CLOSED AHEAD"	W20-3	36X36	7																															2		2		
"ROAD CLOSED"	R11-2	48X30	6																																2			
CLOSED TO THRU TRAFFIC - BICYCLES ON ROADWAY			20																																			
TYPE 3 BARRIER			9																																			
PUMICE MINE AID STATION NEXT RIGHT			1							1																												
SAGE HEN AID STATION NEXT RIGHT			1																																			
BLACK LAKE AID STATION NEXT RIGHT			1																																			
WILD ROSE AID STATION NEXT LEFT			1																																			
120 CLOSED 4 MILES AHEAD			1																																		1	
120 CLOSED AT YELLOW JACKET RD			1																																		1	
120 CLOSED AT BENTON CROSSING ROAD			1																																			1
BENTON CROSSING ROAD CLOSED 4 MILES AHEAD			1																																			1

SEE SHEETS 31/32

SEE SHEETS 31/32

Mammoth Gran Fondo

September 9th, 2017



Event Description

DRAFT: April 17th, 2017

Prepared for: California Department of Transportation,
County of Mono, Town of Mammoth Lakes.

Contents

Caltrans District 9
Encroachment Permits
Permit No.: 0917-6SE-0100
Date: 05/26/2017

1. Description
2. Ride Routes
3. Time Frames
4. Traffic Plan: Start of 102 Mile Event to Highway 395
5. Road Closure Plan: County & CalTrans documents
6. Traffic Plan: 70 and 42 Mile Ride
7. Traffic Control & Mitigation Measures
8. Sequence and Flow of Ride
9. Rest Stops
10. Schedule of Operations
11. Medical Aid
12. Rider Support
13. Photographers
14. Clean-Up
15. Insurance
16. Personnel & Contacts
17. Schedule of Rider Directional Signs & Traffic Signs

1. Description

The **Mammoth Gran Fondo** (9/9/17) is a one day 102 mile non-competitive bicycling tour. 70 mile (Medio) and 42 mile (Piccolo) course options are also offered for those who do not wish to ride 102 miles.

This is a non-competitive tour, not a race; participants are required to follow all applicable California traffic laws and "rules of the road". Participants are not allowed to ride without a helmet.

2. Ride Routes

102 Mile Ride (Approximately 1,100 riders)

- **Start at 7:00.**
- The 102-mile event starts and finishes at The Village in Mammoth Lakes on Canyon Boulevard, adjacent to The Village.
- 102 mile riders leave Canyon Boulevard, turn left and ride downhill on Lake Mary Road to Highway 203 to the junction of 395, where they pass under the highway and use the on-ramp to ride north on 395.
- At Highway 120 the riders turn right and ride eastwards to Benton Crossing Road where they turn right and ride to Highway 395.
- Riders go north on 395 to The Old Highway, turn right and then merge onto 203, riding up Main Street and then Lake Mary Road to the finish on Canyon Blvd. in The Village.

70 Mile Ride: (Approximately 400 riders)

- **Start at 8:30.**
- The 70 mile ride, named "Medio", will start at The Village on lower Canyon Boulevard and turn left on Lake Mary Road and immediately turn left again onto Minaret Road.
- Riders take Minaret to the Scenic Loop Road and turn right, descending to Highway 395 where they ride south.
- Riders exit 395 at Crowley Lake Drive, ride through McGee Creek and turn left on South Landing Drive.
- Rest Stop at Crowley Lake Community Store.
- Ride on South Landing Drive, turn left and use the on-ramp to 395 North.
- Exit 395 North at Benton Crossing Road and ride to Watterson Summit Rest Stop.
- Ride from Watterson Summit to 395, riding north on 395, to The Old Highway, turn right and then merge onto 203, riding up Main Street and then Lake Mary Road to the finish on Canyon Blvd. in The Village.

42 Mile Ride (Approximately 100 riders)

- **Start at 8:30.**
- The 42 mile ride, named "Piccolo", will start at The Village on lower Canyon Boulevard and turn left on Lake Mary Road and immediately turn left again onto Minaret Road.
- Riders take Minaret to the Scenic Loop Road and turn right, descending to Highway 395 where they ride south.
- Riders exit 395 at Crowley Lake Drive, ride through McGee Creek and turn left on South Landing Drive.
- Rest Stop at Crowley Lake Community Store.
- Ride on South Landing Drive, turn left and use the on-ramp to 395 North.
- Rest Stop at Whitmore Field.

- Riding north on 395, to The Old Highway, turn right and then merge onto 203, riding up Main Street and then Lake Mary Road to the finish on Canyon Blvd. in The Village.

3. Time Frames

102 Mile Riders

- 0700: Riders depart on the 102 mile course as a group. The group is escorted down 203.
- 0703: At 20 mph the group will take 3 minutes to reach the junction of 203 and Old Mammoth Road.
- 0706: At 25 mph the group will be at the junction of 203 and Meridian in 6 minutes.
- 0710: At 25 mph the front riders of the group will be at the junction of 203 and 395 in 10 minutes.
- The last riders of a group of 800 riders would enter 395 at 0715
- The first group of riders pass Rest Stop #1 at 7:50, Rest Stop #2 at 8:50 and arrive at the finish at 11:20
- Cut off time, course closure and mandatory pick up is at 1730.

70 & 42 Mile Riders

- 08:30: 70 & 42 mile riders will depart as one group.
- 08:45: Riders are clear of Highway 203.
- 9:30-10:30 Riders at Crowley Lake Rest Stop
- 10:00 – 11:30 Riders at Whitmore Rest Stop
- 10:30 – 1:00 Riders at Waterson Rest Stop
- 11:15 – 2:30 Riders at Whitmore
- 12:00 – 3:30 Riders at The Finish.

The ride ends at 1700 hours; any riders remaining on course at that time will be sagged in by ride vehicles to the finish at Whitmore or The Village.

4. Traffic Plan: Start of 102 Mile Event to Highway 395

1. The event will start at 0700.
2. A controlled or neutralized start will occur, escorting cyclists from Canyon Blvd to Lake Mary Road.
3. The stop lights at Canyon and Lake Mary will be flashing red.
4. Riders move down 203 to Highway 395 with a CHP vehicle leading the neutralized start at 20 mph. At the rear of the group 2 MLPD vehicles follow the cyclist group.
5. A rolling closure of the 19 streets and driveway entrances onto 203 will be in place. Staffing is by MMSA employees with a vest, flag, radio and barricade.
6. Riders reach Old Mammoth Road at 0703 where traffic lights will be flashing red.
7. Old Mammoth Road will have MLPD presence.
8. Riders reach Meridian at 0706. Meridian will have MLPD in attendance.
9. Riders reach 395 at 0710
10. Ramps at 203 & 395 intersection will be closed and traffic diverted northwards to make a U-Turn, head south on 395 and enter 395 from the southbound ramp. (Same protocol as the 4th July Fireworks traffic plan.) Cones and CMS sign in place south of the ramp exit for week prior to event.
11. Orange caution sign will be placed by event organizer for southbound traffic exiting 395 onto 203 for the entire day.
12. CMS on southbound off ramp of 395 onto 203 required.

5. Road Closure Plan

Proposal to Mono County Board of Supervisors:

TO: MONO COUNTY BOARD OF SUPERVISORS
FROM: ORGANIZING COMMITTEE, MAMMOTH GRAN FONDO BIKE RIDE
DATE: APRIL 17TH, 2017
RE: REQUEST FOR A ROAD CLOSURE OF STATE ROUTE 120 AND BENTON CROSSING ROAD, ON SEPTEMBER 9 2017 FROM 8:00AM TO 12:30PM.

Request for Road Closure

The road closure procedure for the 2016 event was very successful and well received by our participants, Cal Trans, CHP, and organizing committee. We would like to request the same closure for the 2017 event. In 2015, CHP recognized the potential for danger with cyclists vs car in the Adobe Valley and advised on a closure during the peak ride time for 2016.

Points of Closure

- Exact location of signs to be determined by CalTrans Permit Engineer. Proposed locations include:
- State Route 120 east of Highway 395. Event permitted vehicles and bike riders with number plate only allowed to travel eastbound. Advisory sign will be at 120 & 395. Actual point of closure will be at Dross Road.
- State Route 120 west of Highway 6: Notice of closure at intersection in Benton. "Road Closed 8:00am to 12:30pm 7 miles ahead." Hard point of closure at junction of SR 120 and Yellow Jacket Road.
- Benton Crossing Road and 395 at Green Church: "Road Closed 8:00am to 12:30pm 8 miles ahead". Hard point of closure immediately after Browns Town Campground.
- CHP and Sherriff personnel to enforce closure.

Closure Process

1. Description in Encroachment Permit, copied to all agencies.
2. Mono County Tourism notification.
3. Notification prior to the event in local media.
4. Letter to landowners accessed by both highways.
5. Signage at both ends of 120 and Benton Crossing Road two weeks prior to the event.

The Organizing Committee works with the following organizations to obtain permitting for the event, assistance to execute, and to provide outreach about the event to the surrounding communities:

- CHP
- MLPD
- TOML Public Works
- TOML Recreation Department
- MLFD
- MMSA
- Emergency Services
- Mono County Public Works
- Mono County Sherriff

- *Mono County Health Department*
- *Notifying participants that the highways are open to general traffic during the event and instructing participants to stay clear of traffic on the highway.*
- *Providing public notices regarding traffic slow areas, rolling breaks, closures and restrictions.*
- *We provide liability insurance coverage for state, county and town entities as required.*

About the Mammoth Gran Fondo

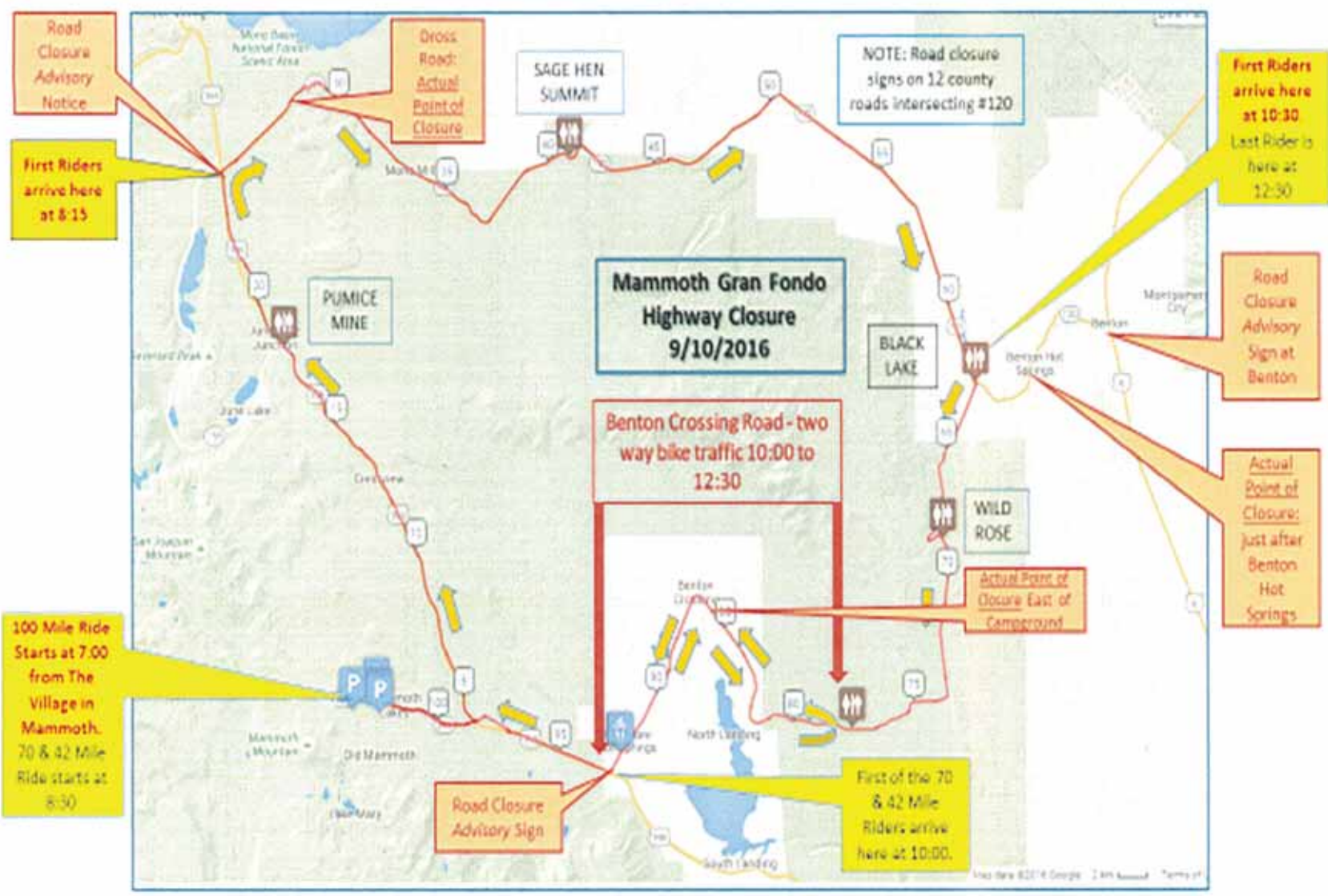
The Mammoth Gran Fondo (High Sierra Fall Century) is a recreational bike ride based in Mono County which currently attracts approximately 1600 riders during the first weekend after Labor Day. The 2017 ride will be the 23rd running of this event.

The event is owned and hosted by Mammoth Mountain Community Foundation, (MMCF) a 501 c-3 foundation located in Mammoth Lakes. The foundation supports local schools and kids in their education, training, sports and mountain experiences. MMCF also aims to improve the quality of life in Mammoth through grant funding, programs and events, and by unifying the community through collaboration and support among organizations. MMCF partners with multiple local service organizations, and sporting groups/clubs to execute the event. These groups assist with a multitude of tasks ranging from aid stations, event set-up, post ride events in the Village and event clean-up.

There are three rides during the day: 102 miles, 72 miles and 45 miles. All rides start and finish in Village at Mammoth. (Map of rides enclosed)

- *The 102 mile ride begins at 7:00am at The Village in Mammoth and goes east on #203 to highway 395, northbound on 395 to highway #120, east on #120 to Benton Crossing Road, south on Benton Crossing Road to highway 395, westbound on #395 to highway 203, and then finally west on highway 203 to the finish at The Village in Mammoth Lakes.*
- *The 72 mile ride starts at 8:30am. The route is:*
 - *Minaret Road to Scenic Loop Road.*
 - *Scenic Loop Road to Highway 395*
 - *Highway 395 to Crowley Lake Drive*
 - *Crowley Lake Drive to Crowley Lake Community Center*
 - *Crowley Lake north on #395 to Benton Crossing Road*
 - *Turn around at Watterson Summit and ride Benton Crossing Road to 395 northbound*
 - *West on highway 203 to the finish at The Village in Mammoth Lakes*
- *The 45 mile ride starts at 8:30am along with the 72 mile riders.*
 - *The ride follows the same route as the 72 mile ride but does not travel out to Watterson Summit. After Crowley Lake the ride route is on 395 north to 203 and back to The Village.*

Thank you for your approval of the 2016 resolution. We hope to provide the same safety measures for our riders in 2017 with help from Mono County and CHP.



6. Traffic Plan: 70 and 42 Mile Ride

1. The event will start in a controlled and neutralized manner at 0830 on Canyon Boulevard, riding south towards Lake Mary Road.
2. The stop lights at Canyon and Lake Mary will be flashing red.
3. A MMSA vehicle will lead the rider group to turn left from Canyon onto Lake Mary Road, and then almost immediately turn left onto Minaret / Highway 203.
4. A CHP vehicle leads the group and MLPD follows at the end of the rider group.
5. Volunteers control driveways and pedestrian crossing on #203, including Forest Trail.
6. Orange signs at Forest Trail advise traffic of Special Event Ahead and Bicycles.
7. Town of Mammoth Lakes will provide barricades at Forest Trail.
8. Highway 203 will be temporarily closed from Forest Trail to Scenic Loop Road from 8:30 to 8:50.
9. Riders will be asked to use right side of highway for the 1.2 miles from the start to The Scenic Loop turn-off.
10. 0850: Riders will take 12-20 minutes to complete the ride to Scenic Loop Road.
11. Volunteer with vest and flag at junction of Scenic Loop and 395.
12. Caution Special Event Signs will be placed to advise downhill traffic on #203 prior to Scenic Loop Road.
13. Traffic will be stopped and road temporarily closed above Scenic Loop Road 8:30 to 8:50.
14. An event person with vest, whistle and flag will slow riders and alert them to the turn onto 395 South. Cones will be placed at Scenic Loop and 395 inter-section to enforce riders to stop, turn right, and use shoulder.
15. Caution signs placed on 395 Southbound prior to Scenic Loop Intersection.
16. CHP vehicle parked north of Scenic Loop Road intersection on the 395 Southbound lane while rider group merges onto 395 South.
17. Caution signs placed at 203 onramp onto 395 Southbound.
18. Volunteer with vest and flag at McGee Stop sign.
19. Volunteer with vest and flag at South Landing Stop sign.
20. Volunteer with vest and flag 100 yards before the Crowley Rest Stop to alert riders to right hand turn into the rest stop approaching.

General Principles:

- A volunteer with an orange vest will be on duty at each street intersection.
- Orange vinyl diamond signs will be in place on 203 and Old Mammoth Road.
- Illuminated highway message board sign will be in place on 203 and 395 prior to the event.
- CHP and MLPD will control key routes.
- Volunteers will control most key traffic entrances to 203.
- Riding at 20mph a group of 800 riders will pass by a given point in 5-6 minutes.
- Public Service Announcements scheduled for local radio, newspapers, and on signage at locations in Mammoth Lakes affected the most: Canyon, Forest Trail, Scenic Loop, Main Street.

7. Traffic Control and Mitigation Measures: 100 Mile Ride 9/9/2017

Town of Mammoth Lakes, from Start to Highway 395. List of traffic control and mitigation measures for bike ride event mass start between 07:00 and 07:30:

- CERT: refers to traffic control personnel with vest and flag.
- Barricade: refers to a barricade and detour sign in place on certain streets and driveways on the south and north sides of Main Street in Mammoth Lakes.
- Rules of Road: refers to traffic observing existing traffic on the highway and observing a temporary delay in accessing the roadway and their destination.
- Start is on Canyon Boulevard, beneath the gondola.
- Canyon Blvd is closed for the day under permit from Town of Mammoth Lakes between Hillside and Lake Mary Road.
- *= Westbound 203. All other entries are for Eastbound 203.
- CERT = Qualified personnel to inform and control traffic with 3 cones per station.

1. Start of bike ride event is at 07:00.
2. Lake Mary Road: CERT and flashing red traffic lights.
3. Minaret and 203: CERT on all 4 corners of intersection, and flashing red traffic lights.
4. *Viewpoint Road:
5. Holiday Haus Motel: Rules of Road
6. Arlberg / Chutes Employee Housing: Rules of Road and notification to residents
7. *Mountain Blvd. Rules of Road
8. Callahan / Frontage Road: Barricade
9. *Continental Inn Driveway: Rules of Road
10. Frontage Road at Mono: Barricade
11. *Sierra Blvd: Rules of Road
12. Manzanita Street: CERT
13. *Motel 6 Driveway: Rules of Road
14. Frontage Road at Perry's Cafe: Barricade
15. Mammoth Realty Group / Frontage Road: Barricade
16. *Post Office: Barricade
17. Center St / Frontage Road: CERT
18. *Frontage Road at Chevron Station: Barricade
19. Frontage Road at Mammoth Mountaineering: Barricade
20. *Forest Trail: CERT
21. Laurel Mountain Road: CERT
22. Old Mammoth Road: Flashing Red and CERT on 3 sides of intersection.
23. Breakfast Club driveway: CERT
24. Sierra Park Road; CERT
25. * Shady Rest Road: Rules of Road
26. Shilo Inn Driveway: Barricade
27. Mammoth Mountain RV Park: CERT
28. *Forest Service and Visitor Center: Rules of Road
29. Meridian Blvd. CERT x3

*At 203 and 395 Town of Mammoth Lakes Traffic Plan Attachment commences.

8. Sequence and Flow of 102 Mile Ride.

From Start to 395 North.

- The start of the ride is on Canyon Boulevard near the point where the gondola passes over the street.
- At the front of the ride group will be 1 CHP vehicle and a MMSA Official Vehicle with a flag that will indicate to the riders when they may begin to ride at their own pace.

- At the rear of the group will be 1 MLPD vehicle.
- **0645** All CERT personnel are in place
- **0650:** The rider meeting will outline the procedure of the start and summarize rules of the road.
- The lights at Lake Mary Road and Canyon Blvd will be placed on flashing red.
- The lights at Lake Mary and 203 will be placed on flashing red.
- **0655:** Prior to the official rider group moving east on 203 a MMSA vehicle will drive east on 203 to alert CERT personnel that the rider group will approach within 1 minute.
- **0655:** Meridian Blvd left turn lane closed.
- **0700:** CHP 1 vehicle will lead the group of 1000 cyclists eastbound on 203, using both eastbound lanes. **RIDE BEGINS**
- The bike group will be kept at a steady 20 mph speed. Riders passing the escort vehicles will be disqualified and eliminated from the event.
- CERT personnel at intersections will close their respective intersections and driveways as the group approaches, and open once the MLPD vehicle has passed.
- A group of 800 riders will take from 5 minutes to pass any given point on the route.
- **0703:** The group will reach Old Mammoth Road after 3 minutes at 20 mph. At this time CHP 1 (leading bike group) should radio to CHP 2 (on station at Airport on 395 north) and advise to start highway slow down pattern.
- Lights at Old Mammoth Road are set on flashing red.
- The group will pass Old Mammoth Road which will be closed for their passage. Three CERT personnel will be in position to advise traffic.
- **0706:** The CHP escort and rider group will maintain 20 mph and reach Meridian intersection after 6 minutes.
- **0710:** At 10 minutes after the start, the rider group will arrive at the 203/395 interchange.
- The CHP 1 escort leads the rider group onto the northbound ramp of 395. At this time the exit off 395 onto 203 is closed with a CHP vehicle (CHP 3) and officer in place. This CHP position controls the old road from the Geothermal Plant as well as the 395 off-ramp..
- Riders enter 395 using the shoulder and the #2 lane.
- **0705:** CHP 2 vehicle is on station east of the intersection and has executed a temporary rolling closure from nearby the airport. This CHP 2 vehicle will control traffic speed on 395 northbound, and will eventually arrive at the rear of the rider group.
- **0715:** CHP 1 & 2 will direct riders towards the shoulder as they approach the chain-up area and the long hill approximately 1 mile north of the 203/395 interchange. The CHP 3 car from the 203 intersection will assist in this function.
- **0720:** Once the final rider has entered 395 the CHP 3 vehicle will escort the rear of the rider group to the base of the hill one mile northbound, at which time all riders are expected to be on the highway shoulder.
- CHP #1&2 will remain on patrol duty with the rider group until 10:00.
- A third CHP vehicle will remain on duty with the event for 8 hours.

9. Rest Stops

Service Clubs will provide food and drink at rest stops at key locations on the route. In each rest stop there will be: tents, tables, chairs, toilets, bike racks, signs, volunteers, trash containers, hand cleaning stations, first aid equipment and cell phone communication. Rest Stops are off-highway and are designed to minimize congestion on the right of way.

Rest Stops:

1. Pumice Mine Road, just south of the June Lake Junction, on 395.
2. Sage Hen Summit on highway 120.
3. Black Lake, at junction of 120 and Benton Crossing Road.

4. Wild Rose Summit on Benton Crossing Road.
5. Waterson Summit on Benton Crossing Road.
6. Whitmore Field on Benton Crossing Road.
7. Crowley Lake Community Center.

10. Schedule of Operations

- September 7, 2017: Sunshades, tables, bike racks, water, tents and toilets will be stored at marked rest stops.
- September 8, 2017: Directional signage will be placed. Tents will be erected.
- September 9, 2017: Event operates from 0730 to 1730 hours.
- September 10, 2017: Clean-up of all sites.

11. Medical Aid:

- First aid kits will be provided in all support vehicles and at all rest stops.
- Mono County paramedic stations 2 and 3 will be advised of the event and provided with course maps and route sheets, and will be requested to standby on-site.
- Communications between all aid stations and ride vehicles will be provided by cell phones and by communication with CHP and County Sherriff on-duty vehicles radio.
- Medical Aid Station will be present at Watterson Rest Stop.

12. Rider Support

- Two vans will provide technical and mechanical repair services to riders at each rest stop.
- Two Vehicles will patrol the course during the event to provide rides for people who cannot ride any longer.
- Three trucks will sweep the course in the direction of travel beginning at 1100 and extending to 1730 hours to ensure all riders are off the course.
- Shuttle Buses will leave Whitmore Field at 3:00, 4:00 and 5:00 (the final cut-off time) to transport riders who cannot make the final 10 miles. Bus operator will make a pick-up at the 203 Chain-Up area as part of their route.

13. Photographers:

- All approved photographers directly associated with the event (not friends and family of riders) will be in an ANSI Vest and their vehicle will display an official event permit to be allowed on course.
- CHP will pre-approve locations for photographers
- Mammoth Gran Fondo will provide a means of identifying approved photographers.
- Photographers will be briefed by **Mammoth Gran Fondo** prior to event day.
- Use of drones for photography must be approved by CalTrans, and may not be allowed over a state highway.

14. Clean-Up plan:

- Clean up of rest stops will be completed by 1800 hours 9/9/2017.

- Whitmore Ball Field clean-up will be completed by noon 9/10/17.
- Portable toilets will be removed from the course by 9/11/2017.
- All personnel for set-up and cleanup will be provided by the organizers except for portable toilets handled by the contractor.

15. Liability Insurance:

Certificates of additional insured will be provided by our agent prior to the event, in accordance with Cal Trans requirements.

16. Personnel & Contacts

- Mammoth Mountain Community Foundation (MMCF): Executive Director Lindsay Barksdale
- Mammoth Mountain Ski Area, providing services to MMCF: Bill Cockroft
- Road Ride Director: Bill Cockroft
- **Mammoth Gran Fondo** Organizing Committee: Andrea Colasardo, Caroline Casey, Lindsay Barksdale, Bill Cockroft, Pete Korfiatis

Lindsay Barksdale, Executive Director
Mammoth Mountain Community Foundation
phone: 760.934.0639
lindsay@mammothfoundation.org
PO Box 1475
Mammoth Lakes, CA 93546

Bill Cockroft, Senior VP, Mammoth Mountain Ski Area, LLC
PO Box 24
Mammoth Lakes, CA 93546
760.914.0300 or bcockroft@mammothresorts.com

Web Site:

Full information on the ride is available at our website: www.mammothgranfondo.com

17. Schedule of Rider Directional Signs & Traffic Signs

Signs for 102 mile Mammoth Gran Fondo.		
	Sign Type and Zone	Location
	203 & 395 Interchange	
	Fall Century Left Arrow	Place so riders coming from Mammoth Lakes will see it and turn left onto 395 northbound on ramp. (New) JA
Orange vinyl Diamond Sign	<i>Bicycles on Highway</i>	On 395 southbound off ramp prior to stop sign, for drivers heading towards Mammoth Lakes.
Orange vinyl Diamond Sign	<i>Bicycles on Highway & Special Event Ahead</i>	Northbound Hwy 395, one half mile <u>south</u> of junction with Hwy 203. Placed for traffic to see approaching 203.
	Pumice Road & June Lake Junction area	
	Rest Stop Ahead	Prior to Pumice Mine Rest Stop. Place at top of rise, prior to downhill to the rest stop.
	Rest Stop	At Pumice Mine Rest Stop
	Next Rest Area 20 Miles	At Pumice Mine Road, facing riders heading for Sage Hen.
Orange vinyl Diamond Sign	<i>Bicycles on Highway</i>	Northbound Hwy 395 one half mile north of highway 158 intersection.
	HIGHWAY 120 TURN-OFF ZONE	
	Right Turn Ahead	On Hwy 395 northbound, about half a mile before the junction of Hwy 120
	Fall Century Right Arrow	On Hwy 395 northbound, last snowstake before the junction of Hwy 120
Orange vinyl Diamond Sign	<i>Special Event Ahead</i>	On Hwy 120 eastbound, one half mile <u>east</u> of US 395
	SAGE HEN REST STOP ZONE	
Orange vinyl Diamond Sign	<i>Special Event Ahead</i>	On Highway 120 about a half mile <u>west</u> of Sage Hen Summit. Set for drivers heading eastwards.
	LUNCH 22 MILES	At Sage Hen Summit. Place where riders can read exiting Sage Hen, heading for Black Lake
	REST STOP AHEAD	At base of climb leading up to Sage Hen Rest Stop
	REST STOP	At Sage Hen

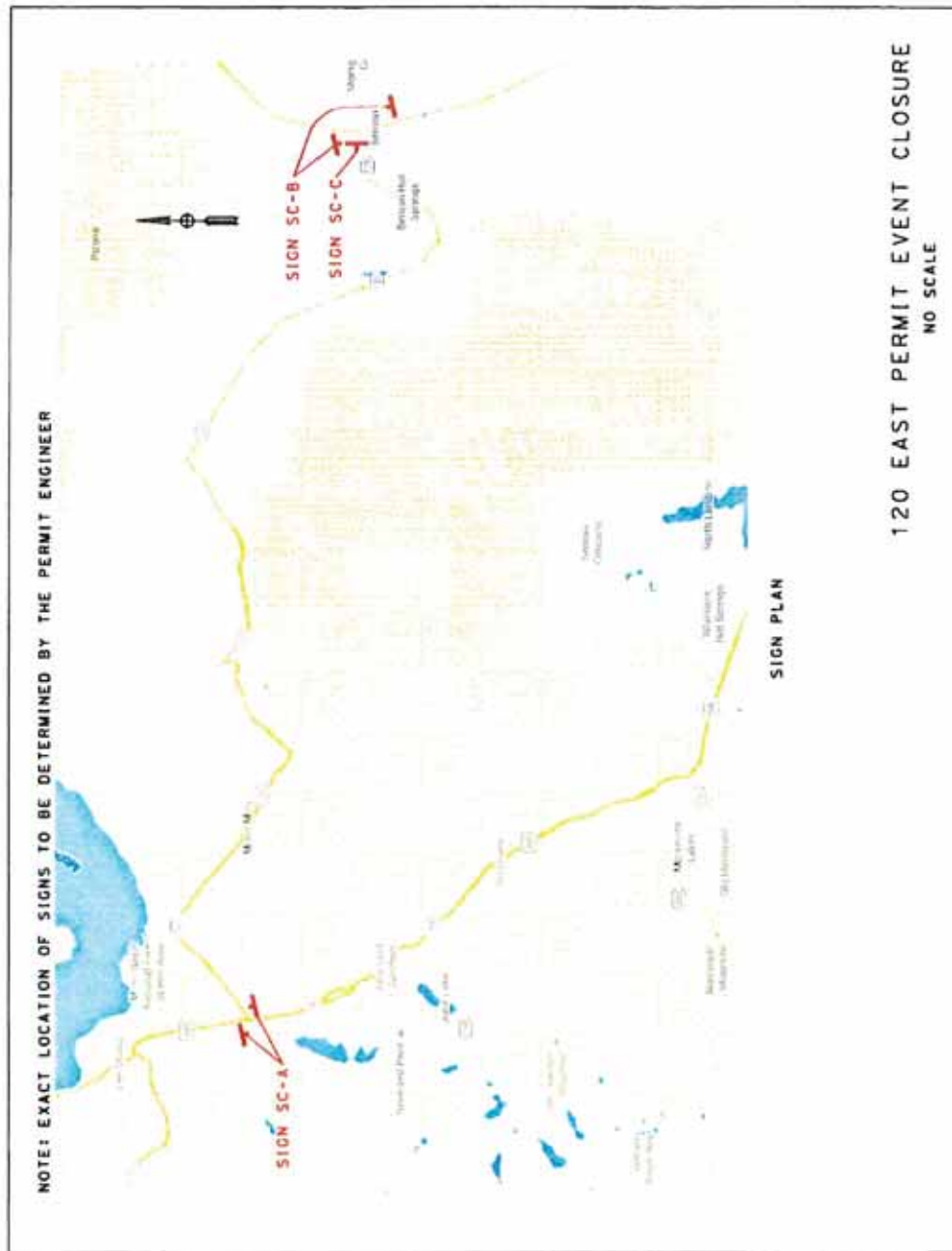
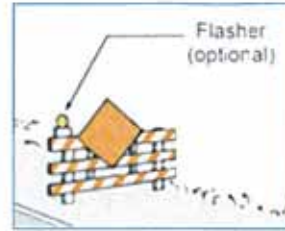
Orange vinyl Diamond Sign	<i>Bicycles on Highway</i>	On Hwy 120, one half mile east of the Sage Hen Rest Stop * (* FACING TRAFFIC TRAVELLING WEST)
	Cattle Guard 100 Yd	On Hwy 120 eastbound 100yds west of cattle guard
	Cattle Guard 100 Yd	On Hwy 120 eastbound 100yds west of cattle guard
	BLACK LAKE REST STOP: 400 yards prior to 120 AND BENTON CROSSING ROAD JUNCTION	
	LUNCH	At Black Lake Stop
	Next Rest Stop 6 Miles to Wild Rose	At Black Lake Stop
	Fall Century Right Arrow	Last snow-stake eastbound on Hwy 120 before the junction of Benton Crossing Rd.
	Wrong Way - Go Back	On Hwy 120 eastbound, first snow stake east of the junction with Benton Crossing Rd. to prevent riders from going to Benton
Orange vinyl Diamond Sign	<i>Bicycles on Highway</i>	On <u>Hwy 120</u> facing Westbound traffic, just up the hill from Benton Crossing Rd.
Orange vinyl Diamond Sign	<i>Bike Symbol Sign</i>	On <u>Benton Crossing Rd.</u> westbound one half mile south of intersection with SR 120
	WILD ROSE REST STOP	
	Next Rest Stop 9.1 miles to Watterson	At Wild Rose Stop, pointing to Watterson
	Cattle Guard 100 Yd	Westbound Benton Crossing Rd 100 yds before the cattle guard on the long downhill
	WATERSON REST STOP	
Orange vinyl Diamond Sign	<i>Bike symbol sign</i>	<i>1 mile approximately, before Waterson Summit</i>
	Rest Stop	On Benton Crossing Rd westbound, last snowstake before turn into Watterson rest stop
	* Rest Stop	On Benton Crossing Rd eastbound , last snowstake before turn into rest area
	* Medio Turnaround	At Waterson Rest Stop
	Next Rest Area 15 Miles to Whitmore. 25 miles to finish	Pointing towards Whitmore Field, at Watterson Stop.
Orange vinyl Diamond Sign	<i>*Bike Symbol Sign</i>	1 mile before the Waterson Rest Stop, facing eastbound traffic.

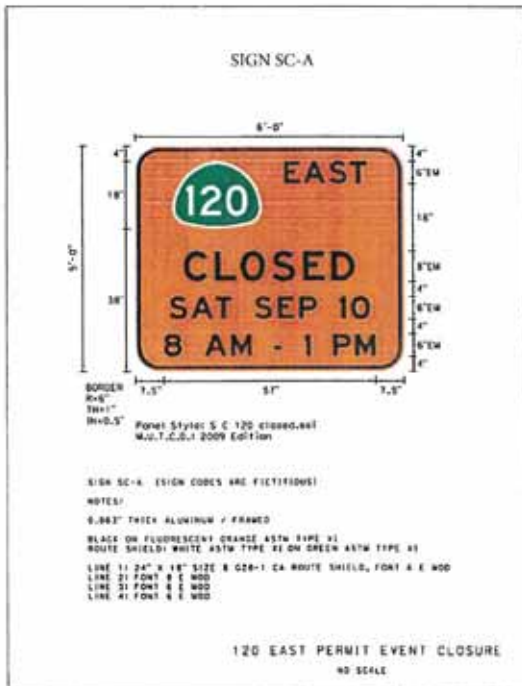
	*Rest Stop Ahead	At base of final hill climb to Waterson. Placed for the Medio riders to see.
	Cattleguard 100 yards	Westbound on Benton Crossing Rd. 100 yds east of the cattle guard at the bottom of the descent from Watterson Divide
	Cattleguard 100 yards	About 2 miles from the finish
Whitmore Rest Stop		
Orange vinyl Diamond Sign	<i>Special Event Ahead Sign</i>	Both sides of entrance to Whitmore, about a quarter mile either side.
Orange vinyl Diamond Sign	<i>Special Event Ahead and Bicycles on Highway</i>	CalTrans requires 1,000' before Benton Crossing Road, on 395 Northbound. Use chain up area.
	Fall Century Right Arrow Mammoth Finish 10 Miles	Last snow stake on westbound Benton Crossing Rd before junction with Hwy 395
SHERIFF SUB STATION		
	Right Turn Ahead	Northbound on Hwy 395 one mile before the substation turn
	Fall Century Right Arrow	Northbound on Hwy 395 last snow-stake before right turn onto Substation Rd.
	Fall Century Left Arrow	After Cattleguard at sherrif Sub Station
	5 Miles to Finish	By single tree on left of road; gravel turn out on right. JA
	Caution Merge	On 203 Westbound prior to 395 highway overpass. Placed for finishing riders to read.
Orange vinyl Diamond Sign	Special Event Ahead	Chain up area on 203 westbound
	2 Miles to Finish	Just below USFS
In Town of Mammoth Lakes		
Orange vinyl Diamond Sign	Special Event Ahead	Main Street Near Fire Station
	1 Mile to Finish	At Fire Station
	Fall Century Finish Arrow Straight Ahead (x2)	At Intersection Main Street and Meridian
	Fall Century Finish Right Arrow	At intersection of Lake Mary and Canyon.
Signs for 70 and 42 Mile Ride - Medio and Piccolo.		
	Mammoth Medio & Piccolo Straight Ahead Arrow	At Forest and Minaret

	Mammoth Medio & Piccolo Right Arrow	At Scenic Loop Road
Orange vinyl Diamond Sign	Special Event Ahead	At Scenic Loop Road
Orange vinyl Diamond Sign	Special Event Ahead	On 395 southbound, prior to intersection of Scenic Loop Road.
	STOP AHEAD	At Scenic Loop and 395
	Mammoth Medio & Piccolo Right Arrow	At Scenic Loop and 395
Orange vinyl Diamond Sign	Special Event Ahead	On 395 southbound, just after onramp of 203
	Mammoth Medio & Piccolo Right Arrow	On downhill before Crowley Lake Drive
	Mammoth Medio & Piccolo Right Arrow	At Crowley Lake Drive
Orange vinyl Diamond Sign	Special Event Ahead	On beginning of Crowley Lake Drive
	STOP AHEAD	Prior to Mc Gee Stop sign
	STOP AHEAD	Prior to South Landing Road
	Mammoth Medio & Piccolo Left Arrow	At intersection with South Landing Road
	Rest Stop Ahead DISPLAY PROMINENTLY!!	Just after intersection of South Landing Road
	Rest Stop Right Arrow DISPLAY PROMINENTLY!!	Community Center
	Mammoth Medio & Piccolo Right Arrow	Leaving Community Center
	Mammoth Medio & Piccolo Left Arrow	After Overpass of 395, pointing to the onramp of 395 north
Orange vinyl Diamond Sign	Special Event Ahead	On 395 northbound, half mile prior to Crowley lake onramp
	Mammoth Medio & Piccolo Right Arrow	In chain up area prior to Benton Crossing Road
	Mammoth Medio & Piccolo Right Arrow	At Benton Crossing Road
	Rest Stop Ahead	At Green Church
	Rest Stop	At Whitmore Rest Stop.

ROAD CLOSURE SIGN FORMAT

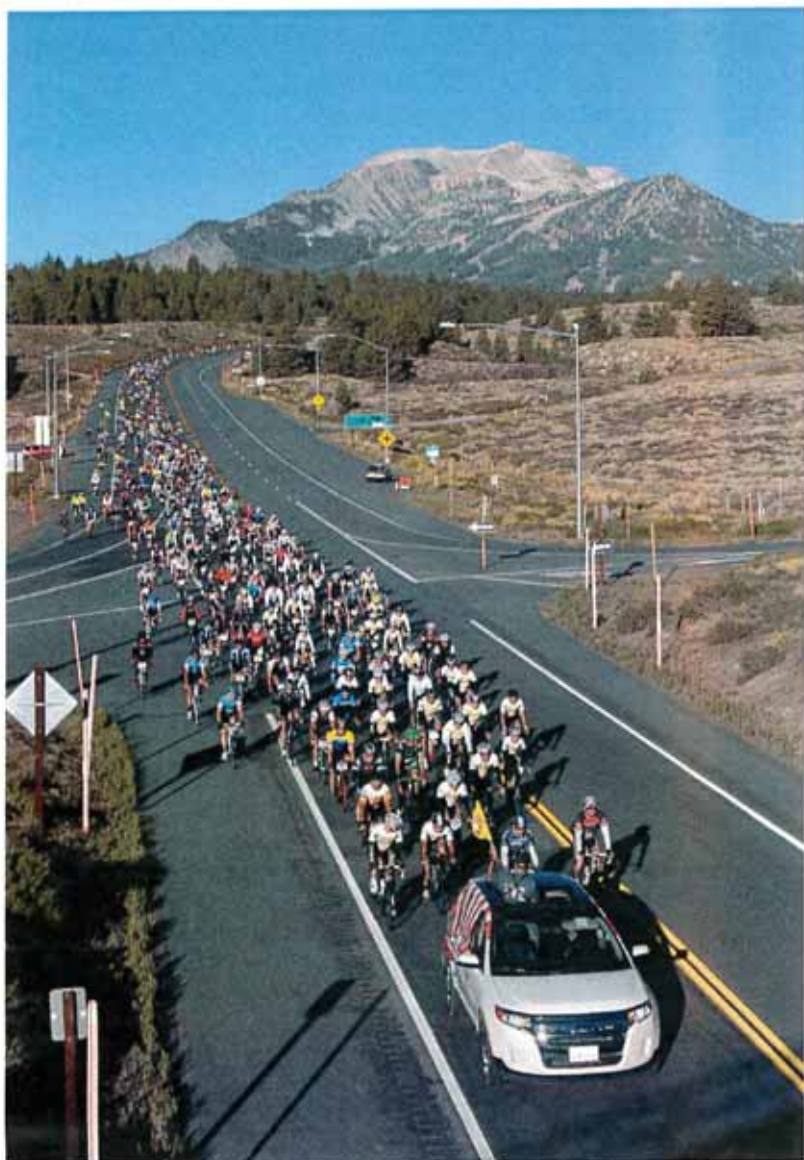
Detail of proposed closures for highways on day of event:





Ride Date on Signage will be updated to Sat Sept 9

2017 MAMMOTH GRANFONDO REST STOP GUIDE



2017 Time Table for Rest Stop Leads

REST STOP	VOLUNTEER ARRIVAL	OPEN	CLOSED
Pumice Mine: @20 miles	6:30	7:30	9:00
Sage Hen: @40 miles	7:00	8:15	11:00
Black Lake: @62 miles	7:30	9:30	1:30
Wild Rose: @69 miles	8:30	10:00	2:00
Watterson @ 78 miles (100 mile & 70 Mile Riders)	8:30	10:30	3:30
Whitmore @ 93 miles (All Riders)	8:30	10:05	4:00
Crowley Lake (70 & 42 Mile Riders Only)	8:30	9:30	11:00
1. Finish Buffet (All)	Various	11:30	6:00

2017 Mammoth Gran Fondo General Notes for All Rest Stops

- All Items Will Be Delivered to Your Rest Stop
- Suggested 8-10 Volunteers Per Stop
- Themes/Spirit/Décor/Banners Encouraged
- All Volunteers Invited to Eat Lunch @ Village at Mammoth from 12:00pm-6:00pm & Invited to Volunteer Party at Canvon Lodge on Sunday, September 18th at 3:00pm.
- All Food Items Will Be Housed in Pans
- Small Cups Used For Individual Servings



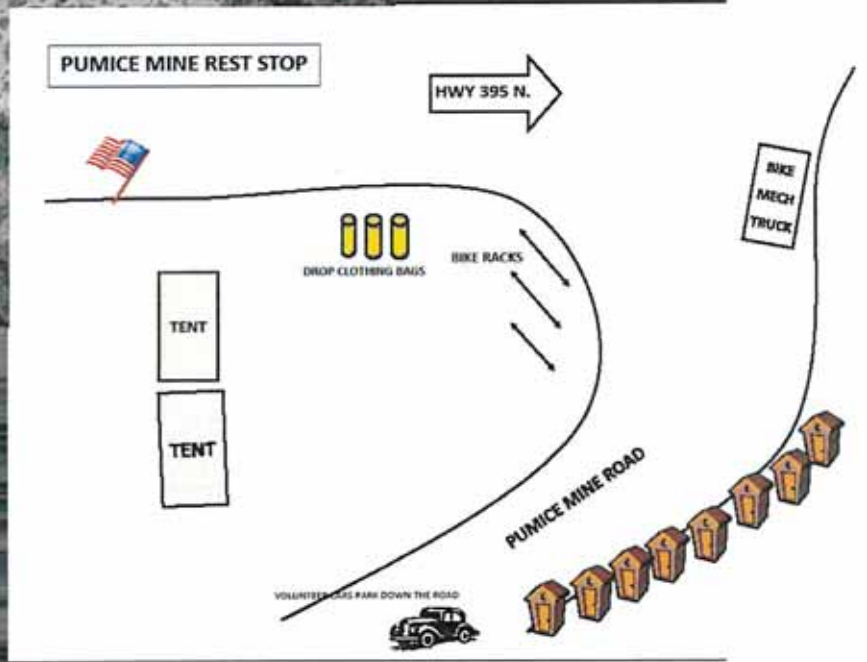
PUMICE MINE REST STOP: DSES



DSES
Kathy Copeland

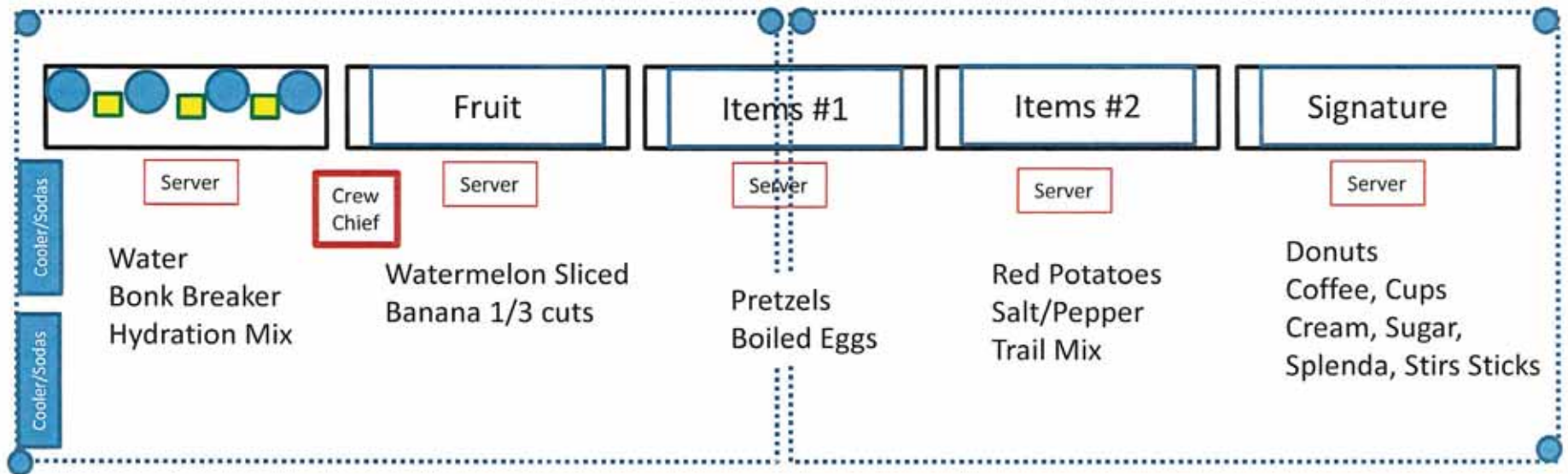
- Toilets 8
- 7 Gal water 10
- Folding Chairs 10
- White tables 6
- Green Picnic 0
- Tents 2
- Bike Racks 3sm
- Trash boxes 3
- 55 gal Bags 12
- Coolers 3
- Barricades
- Cones 2

Pumice Mine Feed



Pumice Mine Rest Stop

DSES



Other Items:

Wasp Trap
Ibuprofen
Hand Sanitizer
Sun Screen
Rider Map (Hang from Tent)
Info Sign Next to Rest Stop
American Flag & Pole
Zip Ties

Clothing Drop Location:

Bags For Clothing
Sharpies
Tape to Write Name One

Rest Stop Open: 7:30am-9:00am
Volunteers @ 6:30am

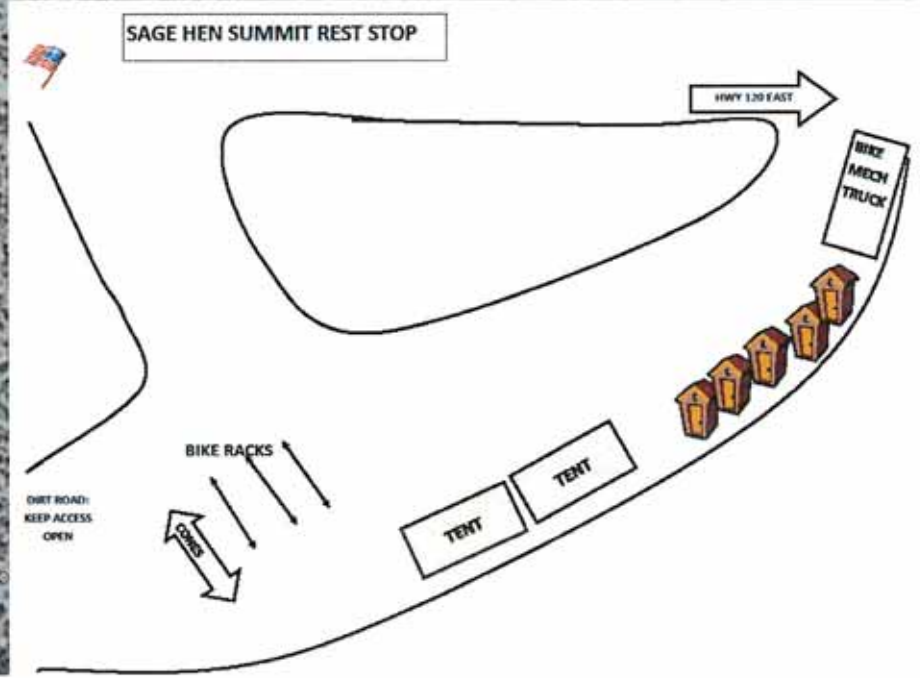
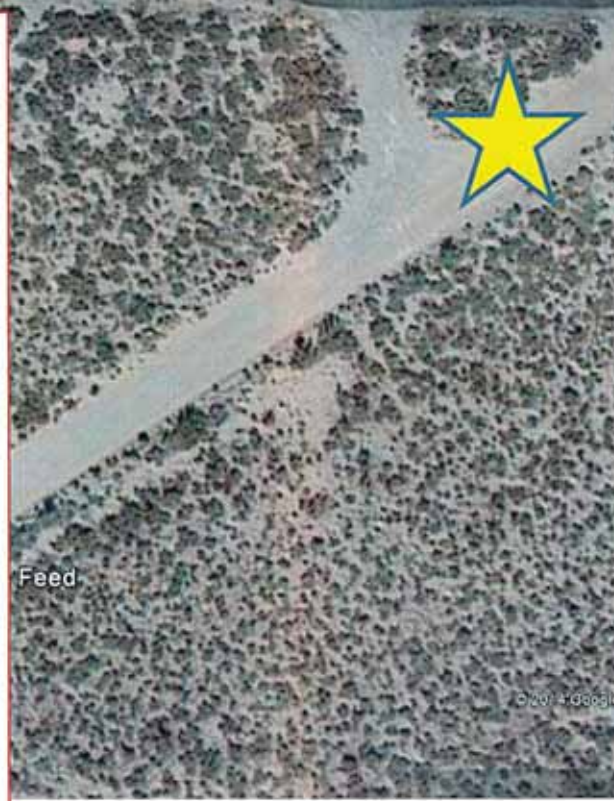
Sagehen Rest Stop: Eastern Sierra Nordic



**Eastern Sierra Nordic Ski
Scott Kusomoto**



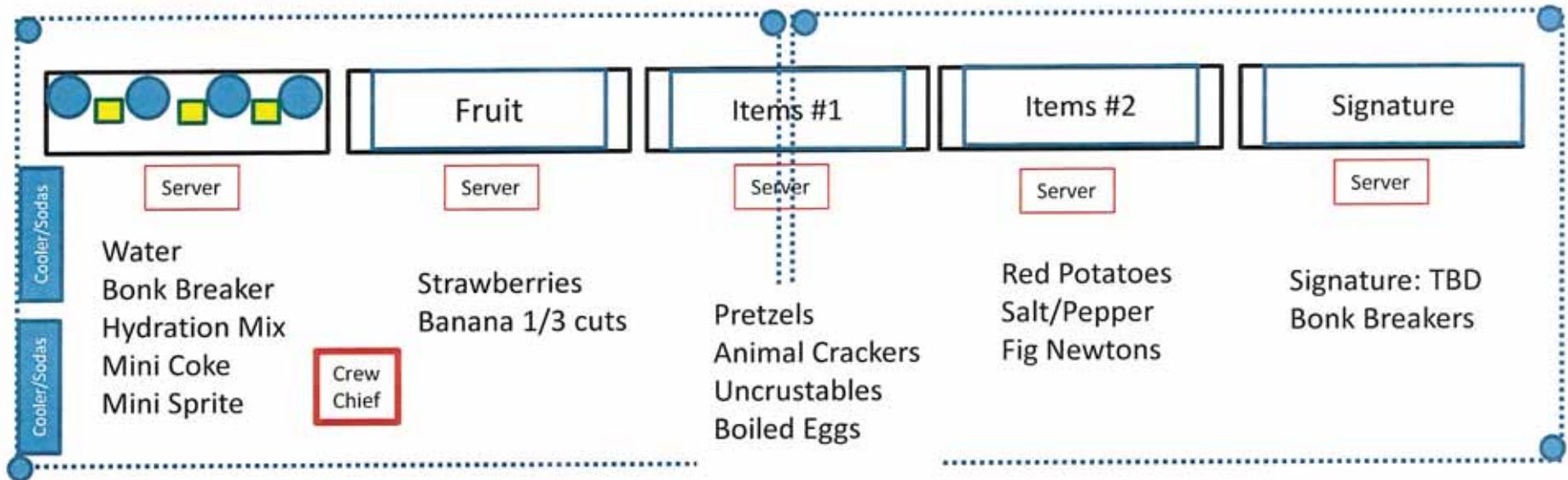
- Toilets 5
- 4 yd Trash 0
- Wash Station 0
- 7 Gal water 25
- Folding Chairs 10
- White tables 6
- Green Picnic 0
- Tents 2
- Bike Racks 3 sm
- Trash boxes 3
- 55 gal Bags 12
- Coolers 4
- Barricades 1
- Cones 6



Sage Hen Summit Feed

Sage Hen Rest Stop

Eastern Sierra Nordic Ski Assoc.



Other Items:

Wasp Trap
Ibuprofen
Hand Sanitizer
Sun Screen
Rider Map (Hang from Tent)
Info Sign Next to Rest Stop
American Flag & Pole
Zip Ties

Clothing Drop Location:

Bags For Clothing
Sharpies
Tape to Write Name One

Rest Stop Open: 8:15am-11:00am
Volunteers @ 7:00am

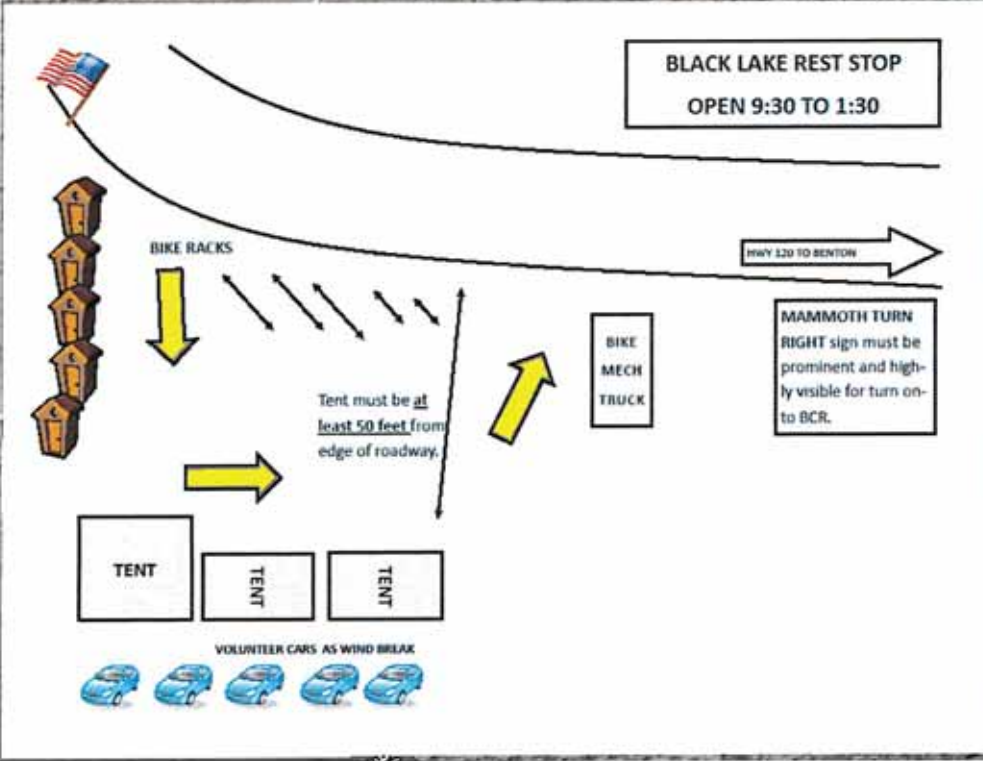
Black Lake Rest Stop: Mono County Search & Rescue



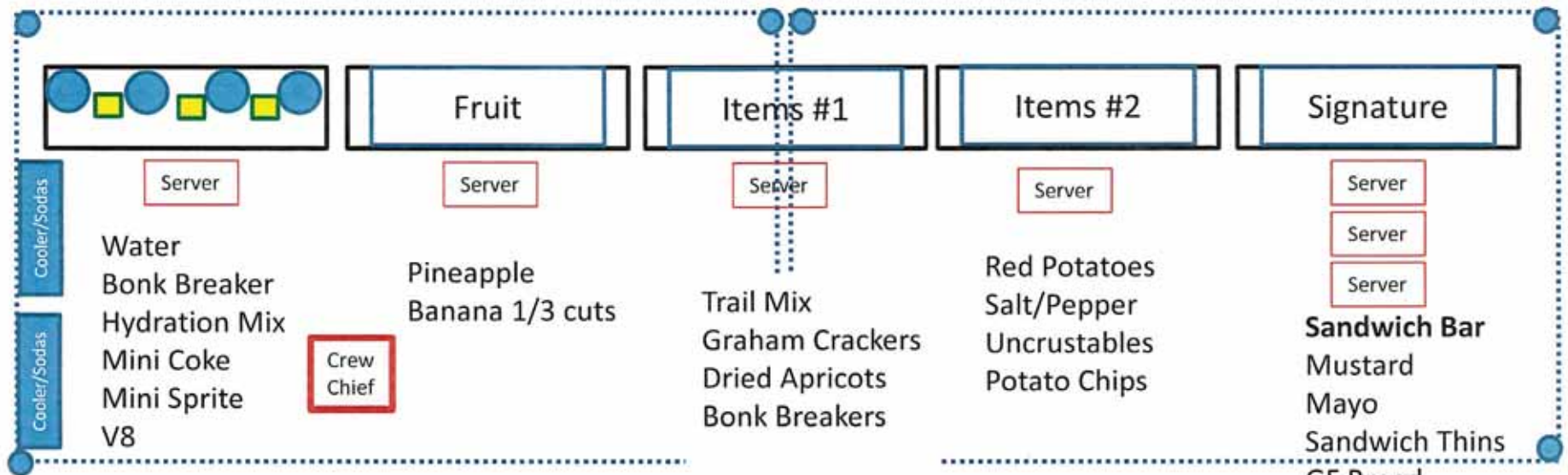
Mono County Sherriff SAR
Dori Leyen

Black Lake Rest Stop

- Toilets x 5
- 4 yd Trash 0
- Wash Station 1
- 7 Gal water MCWD
- Folding Chairs 30
- White tables 10
- Green Picnic 6
- Tents 2sm 1 big
- Bike Racks 2sm 3lg
- Trash boxes 6
- 55 gal Bags 20
- Coolers 10
- Barricades 0
- Cones 0



Black Lake Rest Stop Mono Co Sherriff SAR



Other Items:

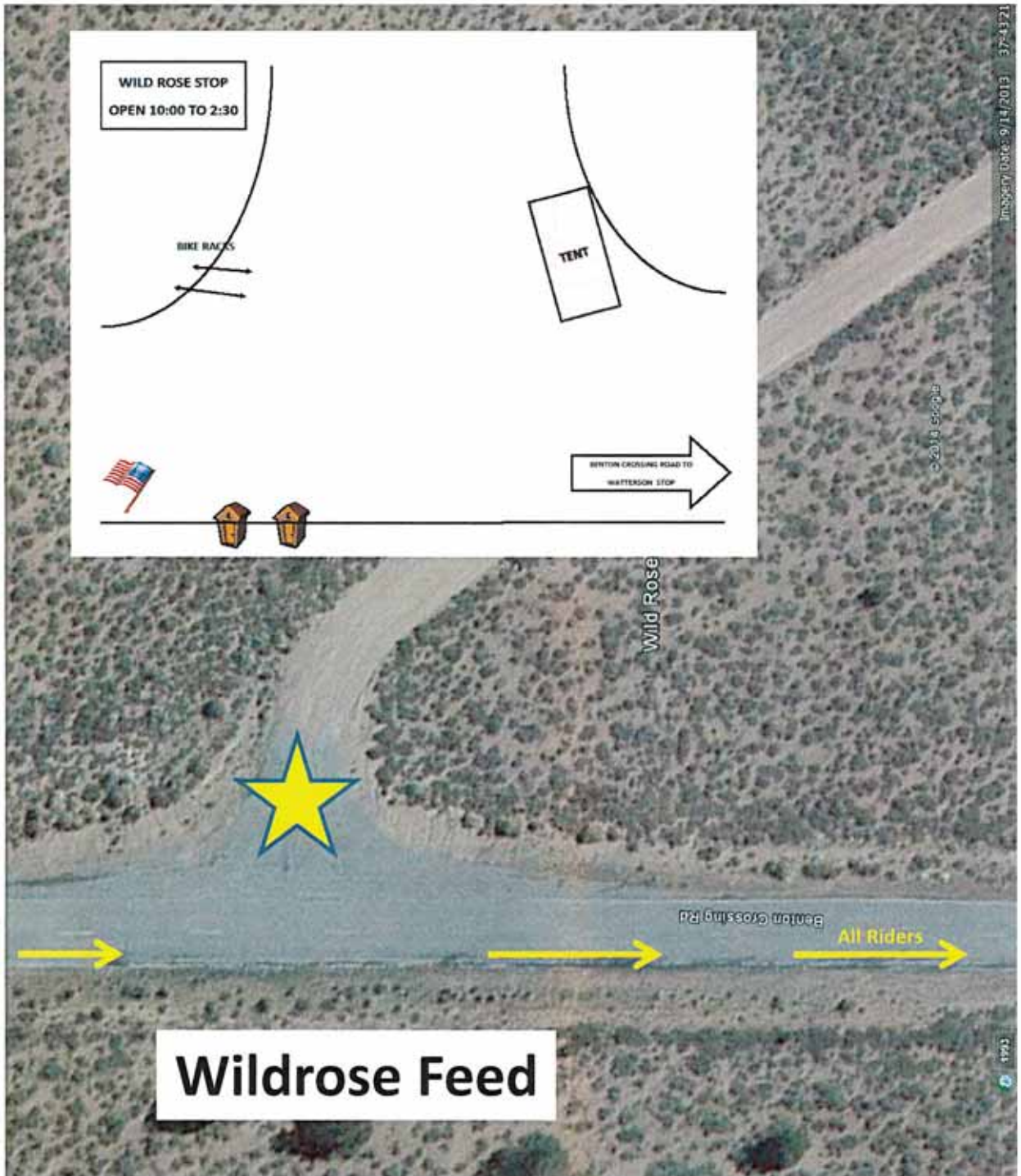
Wasp Trap
Ibuprofen
Hand Sanitizer
Sun Screen
Rider Map (Hang from Tent)
Info Sign Next to Rest Stop
American Flag & Pole
Zip Ties

Rest Stop Open: 9:30am-1:30pm
Volunteers @ 7:30am

Located in Big Tent

Wildrose Rest Stop: Sierra Classic Theater

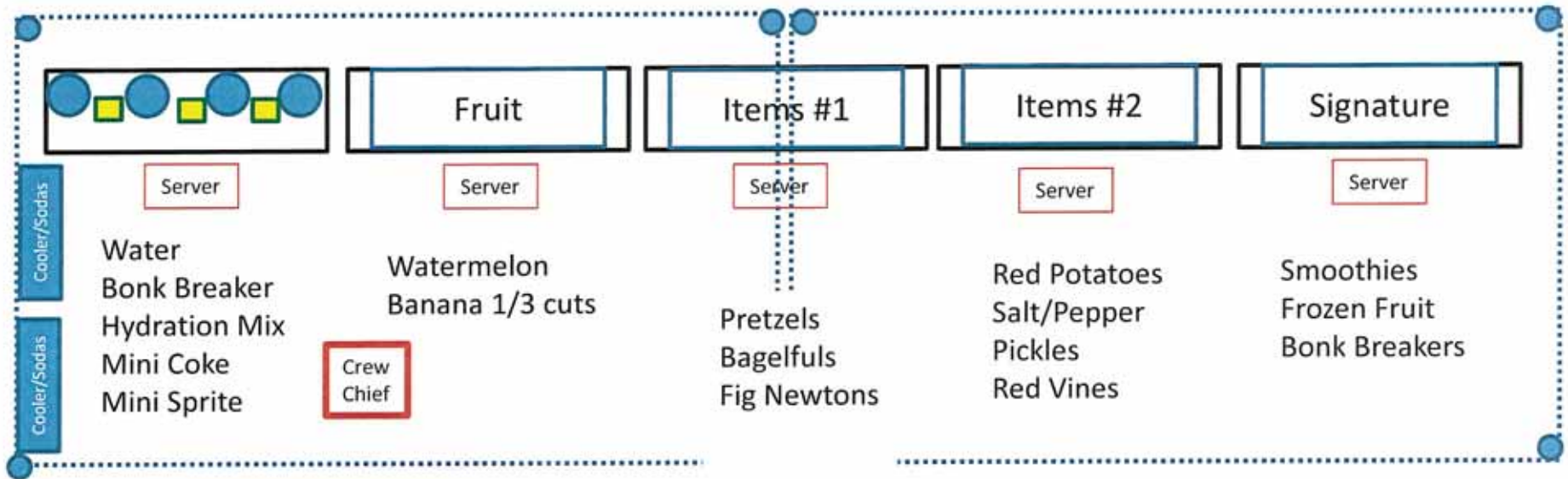




**Sierra Classic Theater
Allison McDonnell Page**

- Toilets 3
- 4 yd Trash 0
- Wash Station 0
- 7 Gal water 25
- Folding Chairs 5
- White tables 4
- Green Picnic 0
- Tents 2
- Bike Racks 2 lg
- Trash boxes 3
- 55 gal Bags 6
- Coolers 4
- Barricades 0
- Cones 4

Wild Rose Sierra Classic Theater



Other Items:

- Wasp Trap
- Ibuprofen
- Hand Sanitizer
- Sun Screen
- Rider Map (Hang from Tent)
- Info Sign Next to Rest Stop
- American Flag & Pole
- Zip Ties

Rest Stop Open: 10:00am-2:00pm
Volunteers @ 8:30am

Watterson Rest Stop: TBD



**Mammoth Women's Club
Leisha Baldwin**

All Riders

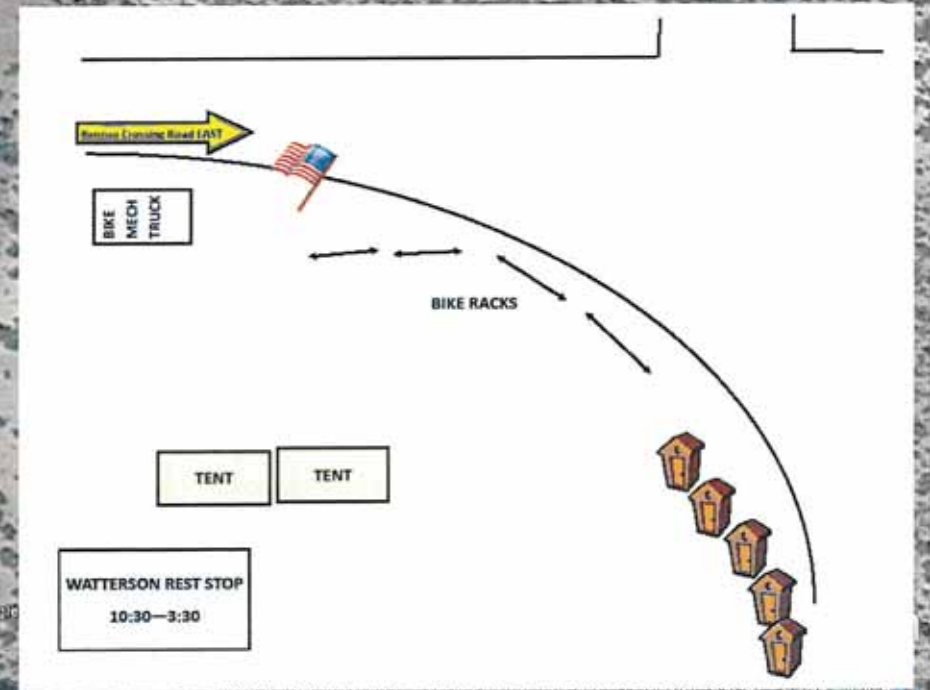
Century/Enduro Riders

Medio Riders turn around

Benton Crossing Rd

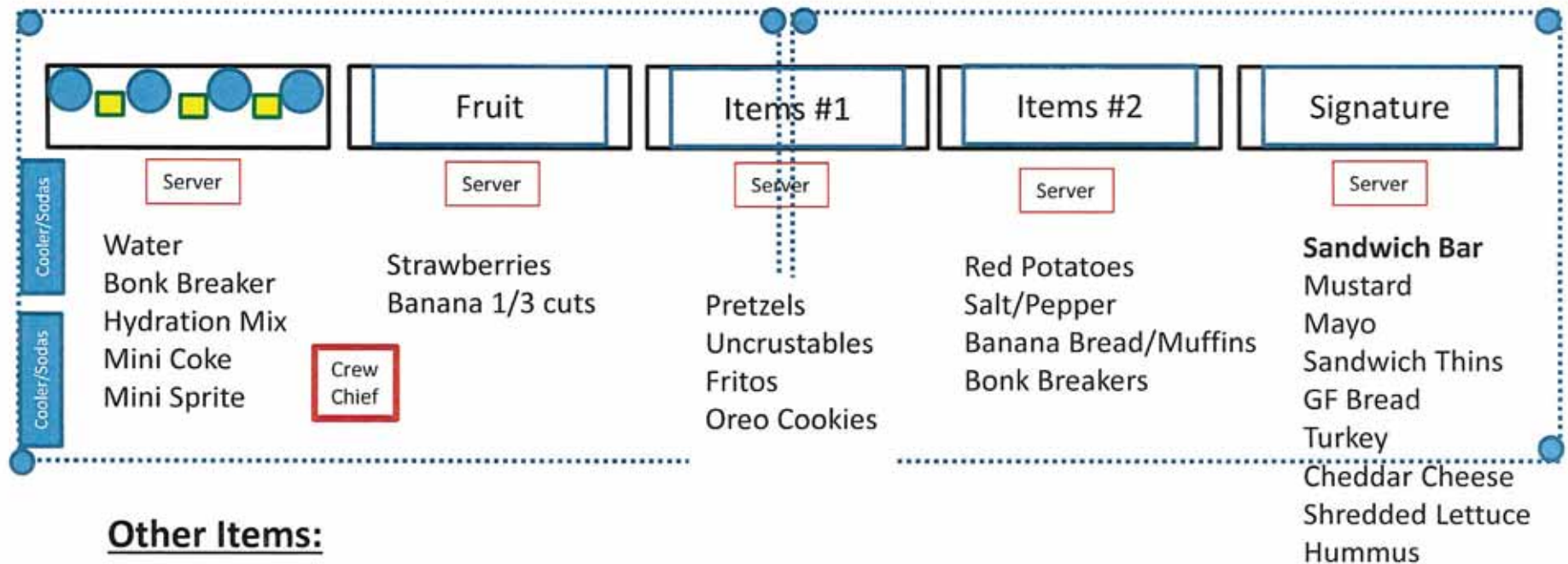


Toilets 5
4 yd Trash 0
Wash Station 1
7 Gal water 50
Folding Chairs 35
White tables 10
Green Picnic 10
Tents 2
Bike Racks 4 lg
Trash boxes 6
55 gal Bags 20
Coolers 4
Barricades
Cones 4



Waterson Feed Zone

Watterson Rest Stop Mammoth Women's Club



Other Items:

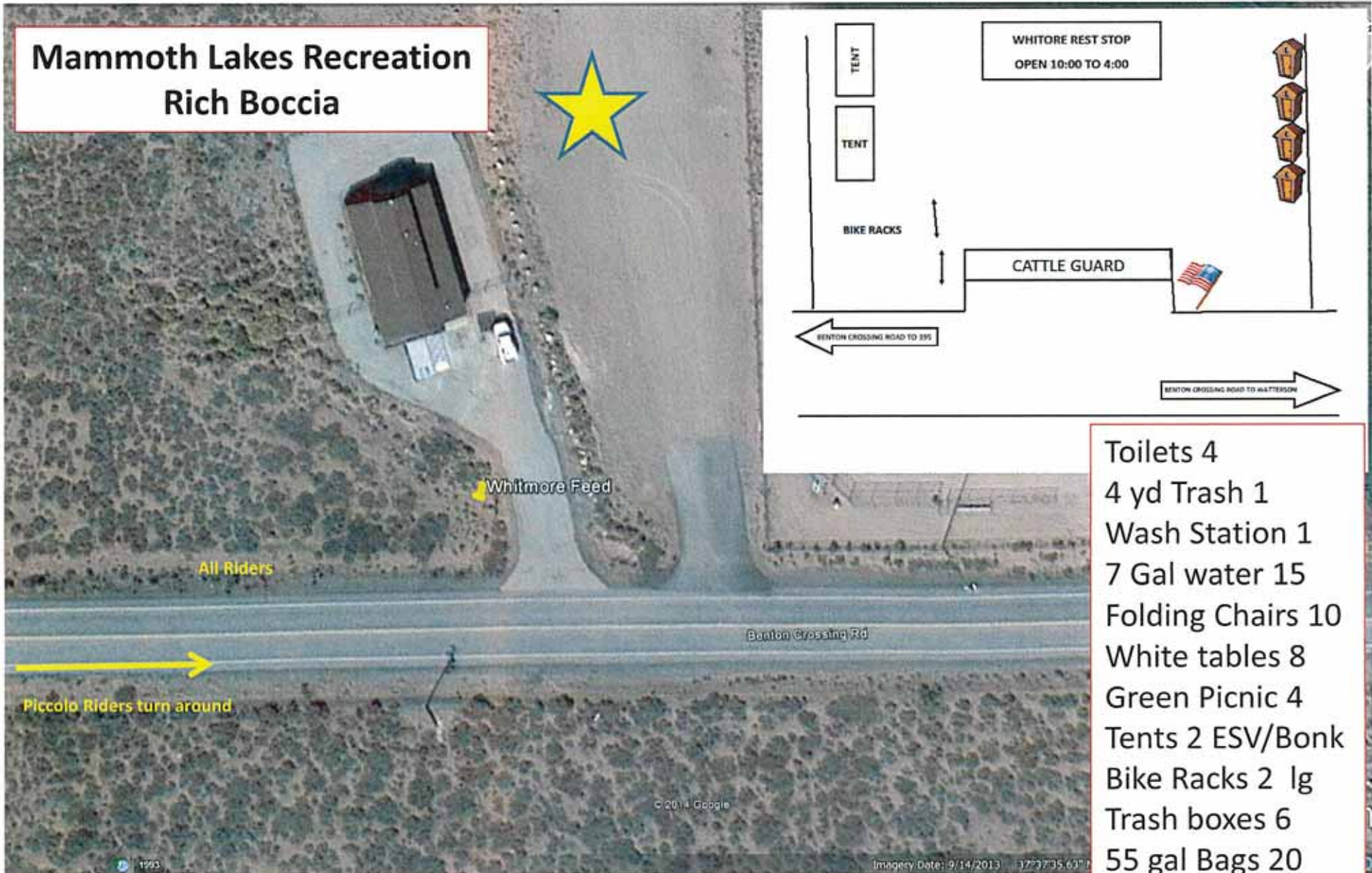
- Wasp Trap
- Ibuprofen
- Hand Sanitizer
- Sun Screen
- Rider Map (Hang from Tent)
- Info Sign Next to Rest Stop
- American Flag & Pole
- Zip Ties

Rest Stop Open: 10:30am-3:30pm
Volunteers @ 8:30am

Whitmore Rest Stop: Mammoth Lakes Noon Rotary



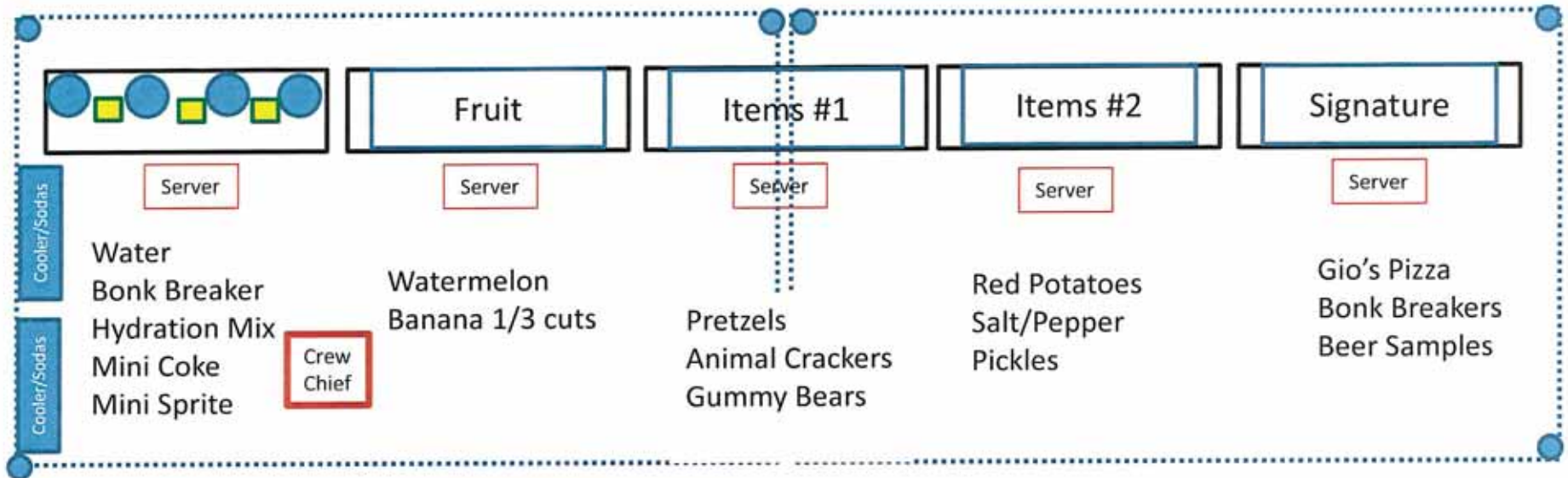
**Mammoth Lakes Recreation
Rich Boccia**



- Toilets 4
- 4 yd Trash 1
- Wash Station 1
- 7 Gal water 15
- Folding Chairs 10
- White tables 8
- Green Picnic 4
- Tents 2 ESV/Bonk
- Bike Racks 2 lg
- Trash boxes 6
- 55 gal Bags 20
- Coolers 6
- Barricades
- Cones 4

Whitmore Feed

Whitmore Rest Stop Mammoth Lakes Noon Rotary



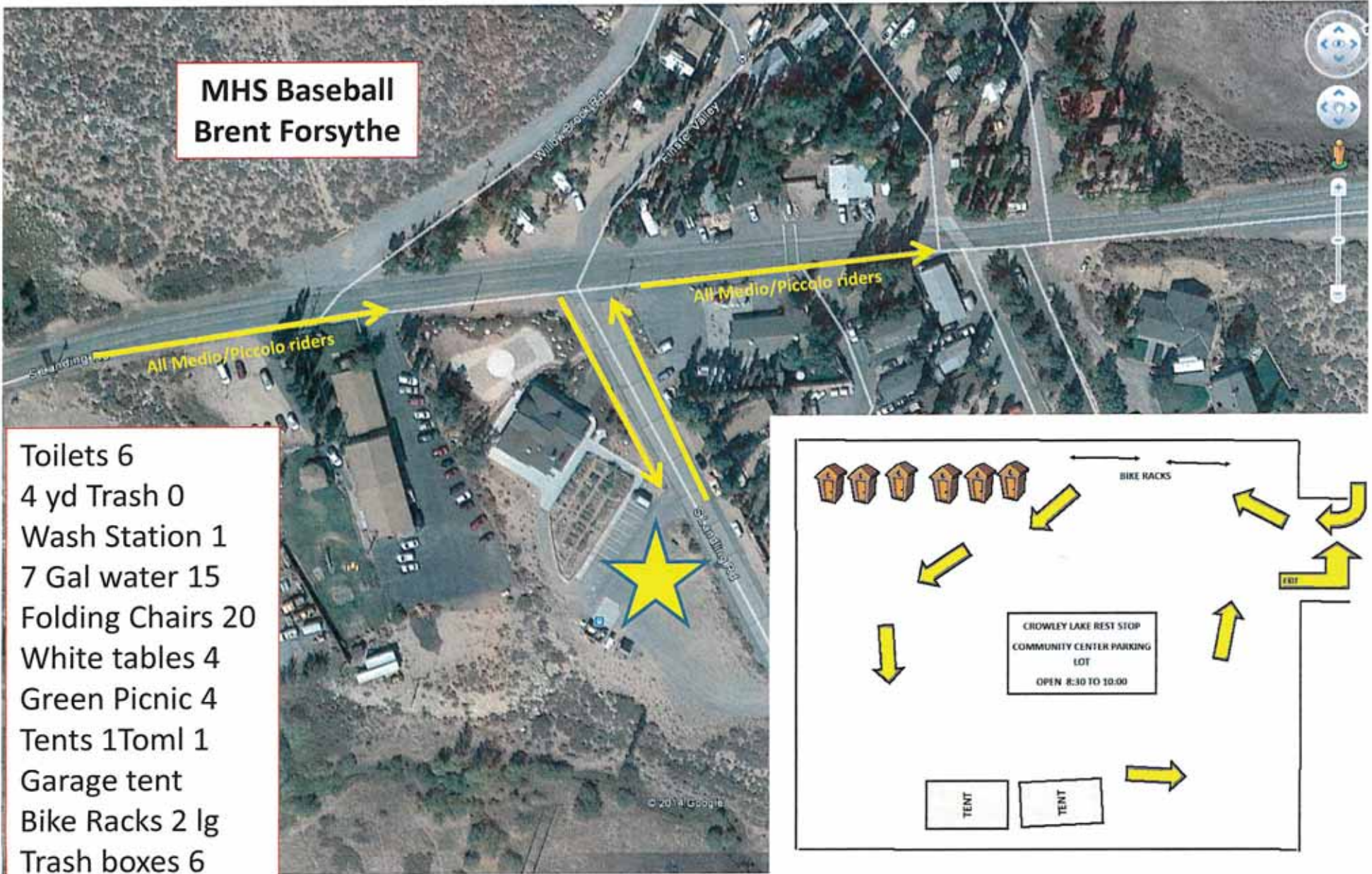
Other Items:

- Wasp Trap
- Ibuprofen
- Hand Sanitizer
- Sun Screen
- Rider Map (Hang from Tent)
- Info Sign Next to Rest Stop
- American Flag & Pole
- Zip Ties

Rest Stop Open: 10:00am-4:00pm
Volunteers @ 8:30am

Crowley Lake Rest Stop: MHS Baseball Team

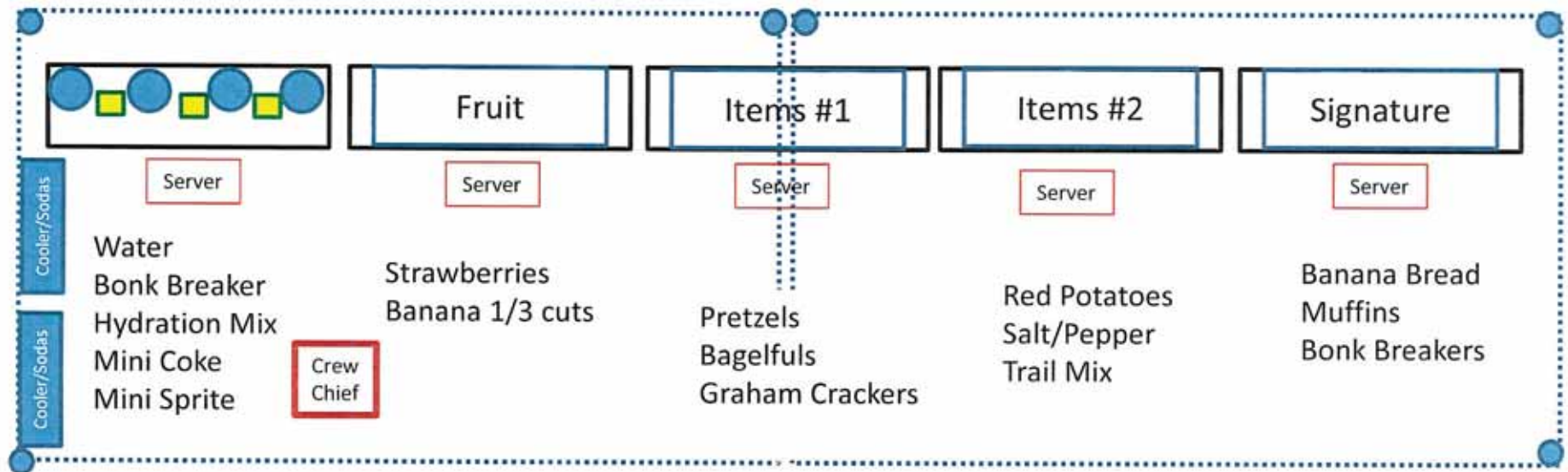




Crowley Lake Feed Zone

Crowley Lake Rest Stop

MHS Baseball



Other Items:

- Wasp Trap
- Ibuprofen
- Hand Sanitizer
- Sun Screen
- Rider Map (Hang from Tent)
- Info Sign Next to Rest Stop
- American Flag & Pole
- Zip Ties

Rest Stop Open: 9:30am-11:00am
Volunteers @ 8:30am

STANDARD ENCRoACHMENT PERMIT APPLICATION

TR-0100 (REV. 03/2015)

Please type or print clearly your answers. Complete ALL fields, write "N/A" if not applicable. This application is not complete until all requirements have been approved.

Permission is requested to encroach on the State Highway right-of-way as follows:

1. COUNTY Mono County		2. ROUTE 120-203-395	3. POSTMILE Various		FOR CALTRANS USE PERMIT NO. 0917-6SE-0100 DIST/CO/RTE/PM 09/MNO/VAR/VAR SIMPLEX STAMP <div style="text-align: center; font-size: 2em;">17 0100</div> DIST 09 67# <u>SE</u> DATE OF SIMPLEX STAMP 05-25-17	
4. ADDRESS OR STREET NAME Mammoth Lakes/Benton/Crowley Lake			5. CITY Mammoth Lakes			
6. CROSS STREET (Distance and direction from project site) See Route Maps			7. PORTION OF RIGHT-OF-WAY Pavement			
8. WORK TO BE PERFORMED BY <input checked="" type="checkbox"/> OWN FORCES <input type="checkbox"/> CONTRACTOR			9. ESTIMATED START DATE 9/9/2017			
11. EXCAVATION		MAX. DEPTH NA	AVG. DEPTH NA	AVG. WIDTH NA	LENGTH NA	SURFACE TYPE NA
12. ESTIMATED COST WITHIN STATE HIGHWAY RIGHT-OF-WAY					10. ESTIMATED COMPLETION DATE 9/11/2017	
					FUNDING SOURCE(S) <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input type="checkbox"/> LOCAL <input checked="" type="checkbox"/> PRIVATE	
13. PIPES	PRODUCT TYPE NA	DIAMETER NA	VOLTAGE / PSIG NA		14. CALTRANS' PROJECT CODE (ID) NA	
15. <input type="checkbox"/> Double Permit Parent Permit Number <u>NA</u> Applicant's Reference Number / Utility Work Order Number <u>NA</u>						
16. Have your plans been reviewed by another Caltrans branch? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (if "YES") Who? _____						

17. Completely describe work to be done within STATE Highway right-of-way:

Attach 6 complete sets of plans (folded to 8.5" x 11") and any applicable specifications, calculations, maps, etc.

Conduct the 2017 Mammoth Gran Fondo (Gran Fondo Course/Medio Course/Piccolo Course) Bicycling Tour on Saturday, September 9th, 2017 (0700-1800 hours) on the following sections of State Route 120, State Route 203, and US Route 395 in Mono County:

- State Route 120: PM 13.37 to 51.86
- State Route 203: PM 3.4 to 8.67
- US Route 395: PM 13.93 to 53.08

Rider will follow the rules of the road and use the shoulder and as far to the right as practicable on the highway.

Attachments:

- Document detailing the ride (Event Description & Rest Stop Guide)
- Mammoth Gran Fondo Traffic Handling Plans

18. Is a City, County or other public agency involved in the approval of this project?

YES (If "YES", check type of project AND attach environmental documentation and conditions of approval)

COMMERCIAL DEVELOPMENT BUILDING GRADING OTHER Special Event Bike Ride

CATEGORICALLY EXEMPT NEGATIVE DECLARATION ENVIRONMENTAL IMPACT REPORT OTHER _____

NO (If "NO", please check the category below which best describes the project AND answer questions A - K on page 2)

DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE OR RESURFACING FENCE

PUBLIC UTILITY MODIFICATIONS, EXTENSIONS, HOOKUPS MAILBOX

FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS EROSION CONTROL

OTHER _____ LANDSCAPING

PERMIT NO. 0917-65E-0100

The following questions must be completed when a City, County or other public agency **IS NOT** involved in the approval of this project.

Your answers to these questions will assist Departmental staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit.

It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Please answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.)

- A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?
No
- B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the project or State Highway right-of-way?
No
- C. Is the proposed project located within five miles of the coast line?
No
- D. Will the proposed project generate construction noise levels greater than 86 dBA (e.g. jack-hammering, pile driving)?
No
- E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?
Yes, Whitmore Park, Town of Mammoth Lakes
- F. Are there any recreational trails or paths within the limits of the proposed project or State Highway right-of-way?
No
- G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?
No
- H. Will the proposed project impact access to any businesses or residences?
Yes, rolling break temporary traffic control for start
- I. Will the proposed project impact any existing public utilities or public services?
No
- J. Will the proposed project impact existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?
No
- K. Will new lighting be constructed within or adjacent to State Highway right-of-way?
No

19. Will this project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource? YES NO
(If "YES", provide a description)

20. Is this project on an existing State Highway or street where the activity involves removal of a scenic resource including a significant tree or stand of trees, a rock outcropping or a historic building? YES NO (If "YES", provide a description)

21. Is work being done on the applicant's property? YES NO (If "YES", attach 6 complete sets of site and grading plans.)

22. Will the proposed project require the disturbance of soil? YES NO
If "YES", estimate the area within State Highway right-of-way in square feet AND acres: _____ (ft²) AND _____ (acres)
estimate the area outside of State Highway right-of-way in square feet AND acres: _____ (ft²) AND _____ (acres)

23. Will the proposed project require dewatering? YES NO
If "YES", estimate total gallons AND gallons/month, _____ (gallons) AND _____ (gallons/month)
SOURCE: STORM WATER NON-STORM WATER
(*See Caltrans SWMP for definitions of non-storm water discharge: <http://www.dot.ca.gov/hq/env/stormwater/index.htm>)

24. How will any storm water or ground water be disposed of from within or near the limits of the proposed project?
 Storm Drain System Combined Sewer / Storm System Storm Water Retention Basin
 Other (explain): _____

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV. 03/2015)

PERMIT NO.

0917-6SE-0100

PLEASE READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant, understands and herein agrees that an encroachment permit can be denied, and/or a bond required for non-payment of prior or present encroachment permit fees. Encroachment Permit fees may still be due when an application is withdrawn or denied, and that a denial may be appealed, in accordance with the California Streets and Highways Code, Section 671.5. All work shall be done in accordance with the California Department of Transportation's (Department) rules and regulations subject to inspection and approval.

The applicant, understands and herein agrees to the general provisions, special provisions and conditions of the encroachment permit, and to indemnify and hold harmless the State, its officers, directors, agents, employees and each of them (Indemnitees) from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, judgments, losses and liabilities of every kind and nature whatsoever (Claims) arising out of or in connection with the issuance and/or use of this encroachment permit and the placement and subsequent operation and maintenance of said encroachment for: 1) bodily injury and/or death to persons including but not limited to the Applicant, the State and its officers, directors, agents and employees, the Indemnitees, and the public; and 2) damage to property of anyone. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of Indemnitees. The Applicant, however, shall not be obligated to indemnify Indemnitees for Claims arising from the sole negligence and willful misconduct of State, its officers, directors, agents or employees.

An encroachment permit is not a property right and does not transfer with the property to a new owner.

COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA) OF 1990: All work within State Highway right-of-way shall be conducted in compliance with all applicable Federal, State and Local Access laws, regulations and guidelines including but not limited to the Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Public Rights-of-Way Guidelines (PROWG), the Department's current Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects", the Department's Encroachment Permits Manual and encroachment permit.

DISCHARGES OF STORM WATER AND NON-STORM WATER: All work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Department, to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. Compliance with the Department's NPDES permit requires amongst other things, the preparation and submission of a Storm Water Pollution Protection Plan (SWPPP), or a Water Pollution Control Program (WPCP), and the approval of same by the appropriate reviewing authority prior to the start of any work. Information on the requirements may also be reviewed on the Department's Construction Website at:

<http://www.dot.ca.gov/hq/construc/stormwater>

25. NAME OF APPLICANT OR ORGANIZATION

Mammoth Mountain Community Foundation

ADDRESS OF APPLICANT OR ORGANIZATION WHERE PERMIT IS TO BE MAILED (Include City and Zip Code)

PO Box 1475

E-MAIL ADDRESS

lindsay@mammothfoundation.org

PHONE NUMBER

760.934.0639

FAX NUMBER

26. NAME OF AUTHORIZED AGENT / ENGINEER (A "Letter of authorization" is required if different from #25)

Bill Cockroft

IS A LETTER OF AUTHORIZATION ATTACHED?

 YES NO

ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City and Zip Code)

PO Box 24, Mammoth Lakes, CA 93546

E-MAIL ADDRESS

bcockroft@mammothresorts.com

PHONE NUMBER

760.914.0300

FAX NUMBER

27. NAME OF BILLING CONTACT (Same as #25 Same as #26)

BILLING ADDRESS WHERE INVOICE(S) IS/ARE TO BE MAILED (Include City and Zip Code)

E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

28. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT**29. PRINT OR TYPE NAME**

Bill Cockroft

30. TITLE

Ride Director

31. DATE

4/17/2017



CALTRANS DIST 9
2017 APR 21 PM 3: 44

April 17, 2017

To Whom It May Concern:

This letter confirms that Bill Cockroft is an authorized representative of the Mammoth Mountain Community Foundation and can make decisions regarding the 2017 Mammoth Gran Fondo.

Enclosed you will find our 2017 Mammoth Gran Fondo Encroachment Permit Application and Event Description which is very similar to that of our 2016 event. TOML Special Event Permit, Mono County Special Event Permit, and Mono County and TOML Resolutions for road closures are all pending.

Best Regards,

A handwritten signature in black ink that reads "Lindsay Barksdale". The signature is written in a cursive, flowing style.

Lindsay Barksdale
Executive Director, Mammoth Mountain Community Foundation



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2017

Departments: Social Services

TIME REQUIRED

SUBJECT County Children's Trust Fund

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Request of the Mono County Child and Family Advisory Board to spend funds held in the County Children's Trust Fund.

RECOMMENDED ACTION:

Approve request to use CBCAP monies in the County Children's Trust Fund in an amount not to exceed \$63,000 to fund services provided by Mono County Office of Education, as recommended by the Child and Family Advisory Board. Approve county entry into the proposed agreement, and authorize the Board Chair to execute the agreement on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

The cost of the three-year contract is \$63,000 (\$21,000 per year). All funding is state funding and accordingly, there is no cost to the County General Fund.

CONTACT NAME: Kathryn Peterson

PHONE/EMAIL: 760-924-1763 / kpeterson@mono.ca.gov

SEND COPIES TO:

Kathy Peterson

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Exhibit A
<input type="checkbox"/> Exhibit B
<input type="checkbox"/> Exhibit C

History**Time**

7/11/2017 9:22 AM

7/10/2017 6:00 PM

7/12/2017 4:50 PM

Who

County Administrative Office

County Counsel

Finance

Approval

Yes

Yes

Yes



Office of the ... DEPARTMENT OF SOCIAL SERVICES

C O U N T Y O F M O N O

P. O. Box 2969 • Mammoth Lakes • California 93546

KATHRYN PETERSON, MPH
Director

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

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



To: Mono County Board of Supervisors

From: Kathy Peterson, Social Services Director *KP*

Date: July 7, 2017

Re: Request of the Mono County Child and Family Advisory Board to spend funds held in the County Children's Trust Fund

Recommended Action:

Approve request to use CBCAP monies in the County Children's Trust Fund account in an amount not to exceed \$63,000 to fund services provided by Mono County Office of Education, as recommended by the Child and Family Advisory Board. Approve County entry into the proposed agreement, and authorize the Board Chair to execute the agreement on behalf of the County. Provide any desired direction to staff.

Fiscal Impact:

The cost of the three-year contract is \$63,000 (\$21,000 per year). All funding is state funding and accordingly, there is no cost to the County General Fund.

Discussion:

In 2001 the Mono County Board of Supervisors (BOS) passed Resolution R01-114 creating the Mono County Child and Family Advisory Board (commonly known as the Mono County Child Abuse Prevention Council or CAPC) and establishing a County Children's Trust Fund. A copy of this Resolution is attached to this Staff Report as Exhibit A. In accordance with California Welfare and Institutions Code Sections 18966 et seq., the County Children's Trust Fund is funded through fees collected from Birth Certificates in addition to certain state funding known as the Community Based Child Abuse Prevention Grant (CBCAP).

Per state allocation methodology, since Mono receives less than \$20,000 in child birth certificate fees annually, Mono County must use the CBCAP funds it receives to bring the County Children's Trust Fund (CCTF) up to at least \$20,000. The CBCAP funds deposited into the CCTF must adhere to CBCAP Grant requirements.

California Welfare and Institutions Code section 18967 further provides that the funds held in the County Children's Trust Fund be used to fund programs that the CAPC feels meet the goals set forth above. Upon receipt of such recommendations, the Mono County BOS shall make the final determination as to what programs will be funded.

In accordance with the draft Minutes of the June 12, 2017, CAPC meeting (Exhibit B), the Council recommends that funds held in the County Children's Trust Fund be used to provide continued funding to Mono County Office of Education (MCOE) for FY 2016-17 through FY 2019-20 (See agenda item #9). The Social Services Department wishes to further augment the contract funding with non-Children's Trust Fund CBCAP monies in the amount of \$1,000 per year (\$3,000 total) to allow the contractor (MCOE) to charge up to 5% in annual indirect costs.

MCOE provides coordination and facilitation services for the Mono County Child Abuse Prevention Council. The agency has successfully performed this function since FY 2013-14. Due to the success of the current structure, the on-going need for such services, and the continuation of state grant funding, the Child Abuse Prevention Council and the Department of Social Services recommends that the Board of Supervisors approve continued funding for an additional three years.

A copy of the draft Minutes of the above referenced Child Abuse Prevention Council meeting is attached to this Staff Report as Exhibit B.

The proposed Agreement between the County of Mono and Mono County Office of Education is attached to this Staff Report as Exhibit C.



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RESOLUTION NO. R01- 114

A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS DESIGNATING THE MONO COUNTY CHILD AND FAMILY ADVISORY BOARD AS ITS "DESIGNATED COMMISSION" THAT SHALL CARRY OUT THE PURPOSES OF ARTICLE 5 OF CHAPTER 11 OF PART 6 OF DIVISION 9 OF THE WELFARE AND INSTITUTIONS CODE (CHILDREN'S TRUST FUND), AND ESTABLISHING THE MONO COUNTY CHILDREN'S TRUST FUND

WHEREAS, a board of supervisors may designate an existing local voluntary commission, board or council (hereinafter referred to as "designated commission") in order to carry out the purposes of Article 5 of Chapter 11 of Part 6 of Division 9 of the Welfare and Institutions Code (Children's Trust Fund); and

WHEREAS, the designated commission must either be a commission whose duties are primarily related to children, with special emphasis upon child abuse and neglect prevention and intervention services, or whose duties relate to human services; and

WHEREAS, when a board of supervisors designates such a commission, it shall also establish a county children's trust fund; and

WHEREAS, the duties of a designated commission include establishing criteria for determining those programs that shall receive funding from the children's trust fund, accepting and prioritizing proposals that meet such criteria, and making recommendations to the board of supervisors as to those proposals that the commission feels should receive funding; and

WHEREAS, the Mono County Child and Family Advisory Board is an existing local voluntary commission, board or council whose duties are primarily related to children, with special emphasis upon child abuse and neglect prevention and intervention services;

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

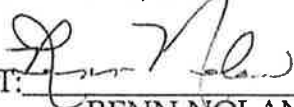
SECTION ONE: Pursuant to Section 18965 of the Welfare and Institutions Code, the Board hereby designates the Mono County Child and Family Advisory Board as its "designated commission" in order to carry out the purposes of Article 5 of Chapter 11 of Part 6 of Division 9 of the Welfare and Institutions Code (Children's Trust Fund).

SECTION TWO: Pursuant to Section 18966 of the Welfare and Institutions Code, the Board hereby establishes the Mono County Children's Trust Fund. The Fund shall consist of such funds and be administered for such purposes as are specified by Article 5 of Chapter 11 of Part 6 of Division 9 of the Welfare and Institutions Code (Children's Trust Fund).

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PASSED AND ADOPTED this 20th day of November, 2001 by the following vote:

AYES : Supervisors Cecil, Farnetti, Pipersky & Ronci
NOES : NONE
ABSTAIN : NONE
ABSENT : Supervisor Hunt

ATTEST: 
RENN NOLAN
Clerk of the Board


Tom Farnetti, Vice Chairman
Board of Supervisors

APPROVED AS TO FORM:


COUNTY COUNSEL

Mono County Child Abuse Prevention Council

Mammoth Lakes Library – Ellie Randol Reading Room

400 Sierra Park Road, Mammoth Lakes, CA 93546

200 Glenwood Cr. #316, Monterey, CA 93940

June 12, 2017 11:30AM-1:00PM

DRAFT MINUTES

CAPC Members Present: (8 members: 6 members present) Required quorum= 5 members	Sal Montanez (Chair), Mono County Behavioral Health Dept. (MCBHD) DonnaLisa Albini-Knowles (Vice-Chair), Parent & Community Member Jody Martin, Mono County Public Health Department (MCPHD) Michelle Raust, Department of Social Services (DSS)- by phone Molly DesBaillets, First 5 Mono (F5) Queenie Barnard, IMACA
CAPC Members Absent: (2 members absent)	Curtis Hill, Mono County Probation Department (MCPD) Susi Bains, Wild Iris (WI)
CAPC Coordinator:	Didi Tergesen, Mono County Office of Education (MCOE)

1. **Call to Order:** Chair, Sal Montanez, Case Manager III, MCBHD called the meeting to order at 11:32 AM.
2. **Introductions**
3. **Public Comment:** Members of the public have the opportunity to address the Council on items of interest within the jurisdiction of the Council. There was no public comment.
4. **Update CAPC Membership: (Action)**
 - a. Renew two-year membership for Molly DesBaillets
Motion: DonnaLisa Albini-Knowles. **Second:** Jody Martin. **Vote:** Yes-5: No-0: Abstention-1 (Molly DesBaillets). **Motion passed.**
 - b. Renew two-year membership for Queenie Barnard
Motion: DonnaLisa Albini-Knowles. **Second:** Jody Martin. **Vote:** Yes-5: No-0: Abstention-1 (Queenie Barnard). **Motion passed.**
5. **CAPC Chair and Vice-Chair:** CAPC members nominate and elect officers for FY 2017-2018. **(Action)**
Motion: Jody Martin nominated Sal Montanez to serve as CAPC Chair for 2017-18. **Second:** DonnaLisa Albini-Knowles. **Vote:** Yes-5: No-0: Abstention-1 (Sal Montanez). **Motion passed.**
Motion: Molly DesBaillets nominated DonnaLisa Albini-Knowles to serve as CAPC Vice-Chair for 2017-18.
Second: Jody Martin. **Vote:** Yes-5: No-0: Abstention-1 (DonnaLisa Albini-Knowles). **Motion passed.**
6. **Approval of March 13, 2017 Minutes: (Action)**
Motion: Jody Martin. **Second:** DonnaLisa Albini-Knowles. **Vote:** Yes-6: No-0: Abstentions-0. **Motion passed.**
7. **CAPC Conflict of Interest Waiver and Conflict of Interest Code: (Action)**
 - a. Review and approve CAPC Conflict of Interest Waiver.

Motion: DonnaLisa Albini-Knowles. **Second:** Jody Martin. **Vote:** Yes-5: No-0: Abstention-0. **Motion passed.**

- b. Review and approve adoption of CAPC Conflict of Interest Code.

Motion: DonnaLisa Albini-Knowles. **Second:** Queenie Barnard. **Vote:** Yes-5: No-0: Abstention-0.

Motion passed.

Michelle Raust was not present for 7a and 7b, but a quorum of five was established.

8. OCAP Funded Programs: (Informational)

Michelle Raust, DSS Program Manager, provided an overview of the proposed Office of Child Abuse Prevention (OCAP) funded programs for the next three fiscal years (FY 2017-18, FY 2018-19 and FY 2019-20). The OCAP funds are: Community-based Child Abuse Prevention (CBCAP), Child Abuse Prevention Intervention and Treatment (CAPIT) and Promoting Safe and Stable Families (PSSF). CAPC members do not need to vote on these OCAP funds, only County Children's Trust Fund monies.

There were only slight changes to Wild Iris and First 5's contracts.

Wild Iris will continue to receive CAPIT funds for parenting and co-parenting classes and to provide supervised visitation (monitored visits that are intended to support family/parental reunification). Wild Iris will offer staff as Parent or Family Partners as a new service funded by CAPIT. The Parent Partner model is intended to provide peer mentor support to parents and/or families involved in the Child Welfare System. Another contract change is that DSS will keep in-house the PSSF funds that were previously administered by Wild Iris. For a relatively small amount of funds, PSSF requires a lot of tracking and monitoring. PSSF funds will allow DSS's social workers to provide immediate concrete supports to the families they work with. This decision was made with Wild Iris's input.

First 5 will continue to receive CAPIT funds to support home visiting for high-needs families, but will also receive additional CBCAP funds. Funds will increase by \$3,000 per year. Michelle stated that First 5's home visiting program has been working really well. Michelle added that she wants to make sure that her social work staff recommend and add F5 home visits to family case plans for families with young children. Michelle would like Molly to present the Home Visiting Program information at staff meeting.

Summary of OCAP contract funds are:

- a. CAPIT: Wild Iris - \$46,000 per year (\$138,000 total). First 5 Mono - \$23,000 per year (\$69,000 total).
- b. CBCAP: First 5 - \$10,000 per year (\$30,000 total).
- c. PSSF: Administered by Department of Social Services - \$10,000 per year (\$30,000 total).

9. County Children’s Trust Fund (CCTF) - CAPC Coordination Funding: Council reviewed proposal for use of CCTF monies to fund CAPC coordination and will consider recommendation to the Board of Supervisors for the next three fiscal years (FY 2017-18, FY 2018-19 and FY 2019-20). **(Action)**

- a. Mono County Office of Education (MCOE) for CAPC Coordination - \$20,000 per year (\$60,000 total). Didi provided an overview of how the CCTF funds are collected from birth certificates and license plate fees and backfilled by the CBCAP. CAPC Coordinator responsibilities are the following: organize CAPC meetings and meeting documents according to the Brown Act; provide Child Abuse and Strengthening Families outreach and activities; act as a point of contact for the CAPC; participate in regional and state collaborative groups.

Motion: DonnaLisa Knowles motioned to approve recommending to the Board of Supervisors that the CCTF monies be used to fund CAPC coordination provided by the Mono County Office of Education (\$20,000 per year for the next three fiscal years 2017 -2020 – a total of \$60,000). **Second:** Queenie Barnard. **Vote:** Yes-6: No-0: Abstentions-0. **Motion passed.**

Michelle Raust left the meeting after the completion of the CCTF vote 9a.

A quorum of five members was established and the meeting was able to continue.

10. Update on Respite Childcare Efforts. (Informational)

CAPC reviewed and discussed Respite Childcare referral document intended to outline the process to refer a family for respite childcare. Sal requested information to better understand the reimbursement process. Didi will request that Susi provide the CAPC a summary of the reimbursement process at a CAPC meeting next year.

11. Update on Resource Family Approval Outreach Efforts. (Informational)

Didi shared that DSS hosted a Foro Latino (Latino Forum) Resource Family Outreach event. Molly shared that the CBCAP funds First 5 will receive are partially intended to help support Resource Family Outreach and discussed interest in understanding the Resource Family Approval (RFA) process more fully. Didi will request that Michelle provide the CAPC a short RFA presentation next year.

12. CAPC Agency Member Sharing and CAPC Program Updates: CAPC members and staff have the option to share information related to the mission of the CAPC. **(Informational)**

- a. **F5** – The number of families served by home visits looks similar to last year’s numbers. Molly DesBaillets shared that 40% of the 136 families served qualify as having at least one of the national high needs characteristics: low income = 55/136 families; child with disability or delay = 17/136 families; low education (lacks high school diploma) = 23/136 families; teen parent(s) = 8/136 families.
- b. **IMACA** – no update at this time.

- c. **MCOE** – April was Child Abuse Prevention (CAP) Month. This is the third year that CAPC Coordinator collaborated with the Mono County Libraries to display Strengthening Families resources at all library branches in the county. Didi was asked to present to the Mammoth High School Child Development Class on child abuse. She shared information on the different types of child abuse, the Adverse Child Experiences Study, effects of trauma on early child development and the concept of resilience to twenty students. With input from the Strengthening Families Team (a workgroup of the CAPC), Didi applied for and received \$1,000 Innovative Partnership Grant to help pay for printing additional 2017 Mono County Community Resource Guides and 2,500 Strengthening Families bookmarks. All Mono County Elementary School families, school offices and Mono County Library Branches received the Mono County Community Resource Guide. CAPC Coordinator and Wild Iris collaborated to organize the screening of the film “Resilience” at the Edison Theatre. Twenty people attended the film. It was agreed upon that school and agency staff would benefit from viewing the film “Resilience”.
- d. **Public Health** – Twenty-one families with medically fragile and physically disabled children attended the California Children’s Services event in May. This event takes place twice a year and provides the opportunity for children to receive services that normally are not available locally. Jody considers children that have a physical or medical disability at a higher risk for child abuse. Jody recently met with the two county MediCal providers to make clear the need for a county MediCal vision provider.
- e. **DonnaLisa Albini-Knowles** – attended the recent Mammoth Community Town Hall meetings. She is happy to bring forth community concerns from the CAPC. CAPC members mentioned the following community concerns:
- i. Behavioral Health supports as the population increases.
 - ii. Behavioral Health support for young children (0-5 year olds).
 - iii. Unsafe and unhealthy buildings (roof leaks and collapse from snow loads)
 - iv. Lack of childcare.
 - v. Lack of MediCal vision provider in the county.
 - vi. Need for a Youth Center/YMCA.
- f. **Behavioral Health** – Behavioral Health needs a bilingual therapist and psychiatrist. The Wraparound Program has currently one youth and is able to take a new case. Next week, Sal will attend a multi-day Wraparound training. Through collaboration with Probation, Clubhouse Live is able to expand their summer hours and activities.

13. Meeting Schedule for 2017-2018: CAPC will meet on September 11, 2017 from 11:30 AM – 1:00PM at the Mammoth Lakes Library, 400 Sierra Park Road, Mammoth Lakes and will vote on next year’s meeting schedule. *(Informational)*

14. Meeting adjourned at 12:58 PM.

Respectfully submitted,

Didi Tergesen, CAPC Coordinator

DRAFT

**AGREEMENT BETWEEN COUNTY OF MONO
AND MONO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF CAPC COORDINATION SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the Child Abuse Prevention Council (CAPC) coordination services of Mono County Office of Education of Mammoth Lakes, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. **SCOPE OF WORK.**

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

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

2. **TERM.**

The term of this Agreement shall be from July 1, 2017, to June 30, 2020, unless sooner terminated as provided below.

3. **CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed **\$21,000.00 per year that this Agreement remains in effect, nor \$63,000.00 during the entire term of this Agreement** (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any

payment or reimbursement requested by Contractor for services or work performed that is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit a quarterly monitoring report (set forth as Attachment A) along with an invoice for expenses and accompanying financial report (set forth as Attachment B) to the County on a quarterly basis. Quarterly invoices and associated required reporting shall be due from Contractor on or before October 15, 2017, 2018 and 2019; January 15, 2018, 2019 and 2020; April 15, 2018, 2019 and 2020; and **July 10, 2018, 2019 and 2020. Please note the earlier than usual due date for the month of July.** An Annual Report shall be due from Contractor on or before July 31 of each year. The obligation to provide invoices and receipts shall survive the contract expiration date.

Upon finding that Contractor has satisfactorily completed the work and performed the services called for in the Scope of Work, the County shall make payment equal to one quarter of the contract limit to Contractor within 30 days of its receipt of the invoice and monitoring report. Should the County determine that services or work have not been completed or performed as called for in the Scope of Work and/or should Contractor produce an incorrect invoice or monitoring report, the County shall withhold payment until the services and work are satisfactorily completed and performed and accepted by the County and/or the invoice or monitoring report is corrected and resubmitted.

F. Federal and State Taxes.

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

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon

execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

A. General Liability. Contractor shall procure and maintain, during the entire term of this Agreement, a policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, as applicable. Such policy shall provide limits of not less than \$1,000,000.00 combined single limit (CSL) per occurrence. Such policy will not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

- B. Business Vehicle. If Contractor utilizes a motor vehicle in performing any of the work or services identified in Attachment A (Scope of Work), Contractor shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of \$300,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Contractor owned vehicles and all hired and non-owned vehicles used in performing under this Agreement.
- C. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.
- D. Subcontractors. Contractor shall include all subcontractors as insureds under its policies and shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements herein for Contractor.

10. STATUS OF CONTRACTOR.

All acts of Contractor, his/her agents, officers, and employees, relating to the performance of this Agreement, shall be performed by independent contractors, and not as agents, officers, or employees of the County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. TERMINATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

19. CONFLICTS.

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

20. POST-AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

24. NOTICE.

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or County shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail to the respective parties as follows:

County of Mono:

Mono County Department of Social Services
ATTN: Kathy Peterson, Director
PO Box 2969
Mammoth Lakes, CA 93546

Contractor:

Mono County Office of Education
ATTN: Stacey Adler, County Superintendent of Schools
PO Box 130
Mammoth Lakes, CA 93546

25. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS _____ DAY OF _____, _____.

COUNTY OF MONO

CONTRACTOR

By: _____
County of Mono
By: _____

By: _____
Stacey Adler, PhD
Mono County Superintendent of Schools

Dated: _____

Dated: _____

APPROVED AS TO FORM:



County Counsel

APPROVED BY RISK MANAGEMENT:

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO AND MONO COUNTY OFFICE OF EDUCATION FOR THE PROVISION OF CAPC COORDINATION SERVICES

TERM:

FROM: July 1, 2017 TO: June 30, 2020

SCOPE OF WORK:

The Contractor shall perform and/or provide the following services and programs:

Coordination of the Child Abuse Prevention Council (CAPC): Coordination and facilitation of the Mono County Child Abuse Prevention Council shall include, but is not limited to, the following:

1. Facilitate CAPC meetings and business processes, in compliance with the Brown Act, including the following:
 - a. Prepare agendas and meeting minutes.
 - b. Recruit CAPC members and orient new members to CAPC goals and business processes.
 - c. Maintain CAPC membership and contact information, CAPC website, and other pertinent information.
 - d. Facilitate CAPC decision-making process regarding use of annual County Children's Trust Fund (CCTF) monies for projects, services, and materials with the goal of child abuse prevention.
2. Act as the point of contact for the Council and the public.
3. Promote child abuse prevention through a variety of outreach efforts, which may include but is not limited to, print advertising, digital media, and special event participation.
4. Encourage and support community efforts to prevent and respond to child abuse.
5. Coordinate activities and processes with Mono County Department of Social Services and other community organizations as necessary and mandated per funding source.
6. Submit quarterly Monitoring Reports regarding the Council and include the following:
 - a. Council Activities including local meetings, attendance at regional meetings as appropriate, and County needs assessments;
 - b. Agencies and individuals represented in membership;
 - c. Information on Council Prevention Activities, including but not limited to, public awareness, education, outreach, training, direct services, planning and advisory activities.
 - d. An accounting of Children's Trust Fund Budget Expenditures: Travel, Projects, and Service Expenditures related to Child Abuse Prevention that have been formally approved by action of the Child Abuse Prevention Council (CAPC). Include description of materials purchased; people served (participants; families; etc); number Served; and the desired outcome/effect.

7. Annual Reports: Contractor will compile quarterly report information into an annual report to be presented to the Mono County Board of Supervisors each year. In addition, Contractor will submit to the County data using an annual report template as designated by the Office of Child Abuse Prevention (OCAP) for reporting on the use of OCAP funds no later than July 30 of each year. The annual report template will be provided to Contractor under separate cover.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND MONO COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF CAPC COORDINATION SERVICES**

TERM:

FROM: July 1, 2017

TO: June 30, 2020

Contractor shall submit an invoice for expenses and accompanying financial report along with a Quarterly Monitoring Report to the County on a quarterly basis. Contractor shall submit quarterly financial reports detailing budget, expenditures, remaining balances and in-kind match, if any, using an Excel spreadsheet template provided by County to Contractor for reporting purposes.

Line Item changes: Contractor may change budgeted amounts between line items as warranted to accommodate needed program adjustments without first receiving County approval. Please notify County of any line item changes, and provide written justification for any line item change exceeding 30%. Proposed changes to the FY 2017-20 budget are to be submitted to County prior to the start of FY 2017-20.

CAPC Coordinator Annual Budget - FY 2017-18, FY 2018-19 and FY 2019-20

Personnel- Coordinator	SALARY	% TIME	Approved Budget
Mono CAPC Coordinator Salary	\$ 16,958	20% FTE	\$ 16,958
Mono CAPC Coordinator Benefits	\$ 3,042		\$ 3,042
Total Personnel	\$ 20,000		\$ 20,000
Operating Expenses- Coordinator			Approved Budget
General Operating Expenses			\$ -
Office Supplies			\$ -
Travel: CAPC Coordinator Travel, all related expenses			\$ -
Media (CAPC Coordinator outreach media buys)			\$ -
Grant Administration			\$ -
In-Direct <10%			\$ 1,000
Total Operating Expenses			\$ -
			TOTAL Budget
TOTAL CAPC COORDINATOR EXPENSES			\$ 21,000

////////////////////// NOTHING FOLLOWS ////////////////////////



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2017

Departments: Public Works

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Nick Criss

SUBJECT Temporary Road Closure Request

AGENDA DESCRIPTION:

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

Consider proposed resolution for temporary road closure of Crowley Lake Drive south of Rainbow Tarns to the junction of Rock Creek Road on Saturday, September 9, 2017, from 8:00 am to 2:00 pm for the E. Clampus Vitus monument dedication and celebration for Tom's Place 100th anniversary.

RECOMMENDED ACTION:

Consider and potentially adopt proposed resolution #R17-___, Authorizing the Temporary Closure of a Portion of a County Road in Tom's Place for its 100th Anniversary Dedication to be held on Saturday, September 9, 2017. Provide any desired direction to staff.

FISCAL IMPACT:

No fiscal impacts for Mono County other than to request borrowing road closure signs from Mono County Department of Public Works.

CONTACT NAME: Nick Criss

PHONE/EMAIL: 760-924-1826 / ncriss@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

[Resolution](#)

History

Time	Who	Approval
7/12/2017 6:03 AM	County Administrative Office	Yes
7/11/2017 2:59 PM	County Counsel	Yes
7/12/2017 4:56 PM	Finance	Yes

Mono County Community Development Department

PO Box 347
Mammoth Lakes, CA 93546
760.924.1800, fax 924.1801
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

July 18, 2017

To: Mono County Board of Supervisors
From: Nick Criss, Code Compliance Officer
Subject: Temporary Road Closure Request

RECOMMENDED ACTION

1. Consider approving Resolution R17-XX for the temporary road closure of a portion of Crowley Lake Drive on September 9, 2017.

FISCAL IMPACT

No fiscal impacts for Mono County other than to request borrowing road closure signs from Mono County Department of Public Works.

BACKGROUND

The Bodie 64 Chapter of E. Clampus Vitus has requested the temporary closure and use of a portion of Crowley Lake Drive at Tom's Place to facilitate activities associated with the Tom's Place 100th anniversary monument dedication and celebration to be held Saturday, September 9, 2017. There is expected to be over 200 hundred attendees including several buses arriving and parking on location. The monument itself will be located on the porch of Tom's Place. Due to the monument's location and the number of attendees expected, people will have to be standing out in Crowley Lake Drive to witness the dedication ceremony. For parking, traffic control and public safety reasons, ECV Bodie 64 is requesting the temporary road closure of Crowley Lake Drive from Rainbow Tarns to south to the junction of Rock Creek Road from 8am to 2pm.

ATTACHMENTS

- Resolution R17-XX



RESOLUTION NO. R17-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE TEMPORARY CLOSURE OF A PORTION OF
A COUNTY ROAD IN TOM'S PLACE FOR ITS 100th
ANNIVERSARY DEDICATION TO BE HELD
ON SATURDAY SEPTEMBER 9, 2017**

WHEREAS, the Bodie 64 Chapter of E. Clampus Vitus has requested the temporary closure and use of a portion of Crowley Lake Drive at Tom's Place to facilitate activities associated with the Tom's Place 100th Anniversary Monument Dedication and Celebration to be held Saturday, September 9, 2017; and

WHEREAS, in conformance with Section 982 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County roads and grant the use thereof to the managers of said functions; and

WHEREAS, for over 50 years, the Bodie 64 Chapter of E. Clampus Vitus has dedicated itself in the preservation of Mono County's rich western history and folklore to the benefit of both visitors and locals alike.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors that the following County roads in the community of Tom's Place may be closed, used for re-routing traffic and/or have restricted parking areas issued in conformance with the County's Special Events Policy (see Chapter 5.50 of the Mono County Code) and made available to the Bodie 64 Chapter of E. Clampus Vitus consistent with the times and dates listed below:

1. Crowley Lake Drive south of Rainbow Tarns to the junction of Rock Creek Road on Saturday, September 9, 2017, from 8:00 am to 2:00 pm

BE IT FURTHER RESOLVED that the Mono County Board of Supervisors authorizes the Director of the Department of Public Works to utilize County equipment and personnel and to work with California Department of Transportation and California Highway Patrol officials to effectuate said road closures and detours.

PASSED, APPROVED and ADOPTED this ____ day of ____, 2017 by the following vote:

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AYES:
NOES:
ABSENT:
ABSTAIN:

Stacy Corless, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2017

Departments: County Counsel and Information Technology

TIME REQUIRED

SUBJECT Digital Infrastructure and Video
Competition Act Ordinance

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed ordinance repealing and replacing Mono County Code Chapter 5.44 to enact regulations consistent with the Digital Infrastructure and Video Competition Act of 2006.

RECOMMENDED ACTION:

Adopt proposed ordinance No. Ord17-___, Repealing and replacing Mono County Code Chapter 5.44 to enact regulations consistent with the Digital Infrastructure and Video Competition Act of 2006.

FISCAL IMPACT:

DIVCA provides for (and the proposed ordinance would implement) the payment of a fee to the County by holders of state-issued video franchises operating within the unincorporated areas of the County in the amount of 5% of gross revenue (as defined in the statute) and an additional 1% for public, educational and/or governmental channels.

The County's current franchise ordinance provides for payment of 2% or 3% of the franchisee's gross revenue, depending on the size of the population served.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 760-924-1704 (Mammoth) 760-932-5418 (Bridgeport) / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Adopting Ordinance
<input type="checkbox"/> Exhibit A

History

Time	Who	Approval
7/12/2017 6:34 AM	County Administrative Office	Yes
7/12/2017 2:21 PM	County Counsel	Yes
7/12/2017 4:53 PM	Finance	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christian E. Milovich

Deputy County Counsel
Anne M. Larsen
Jason T. Canger

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal
Jenny Senior

To: Board of Supervisors

From: Stacey Simon

Date: July 18, 2017

Re: Digital Infrastructure and Video Competition Act Ordinance

Recommended Action

Adopt proposed ordinance repealing and replacing Chapter 5.44 of the Mono County Code to enact regulations consistent with the Digital Infrastructure and Video Competition Act (DIVCA).

Focus Area(s) Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Fiscal Impact

DIVCA provides for (and the proposed ordinance would implement) the payment of a fee to the County by holders of state-issued video franchises operating within the unincorporated areas of the County in the amount of 5% of gross revenue (as defined in the statute) and an additional 1% for public, educational and/or governmental channels.

The County's current franchise ordinance provides for payment of 2% or 3% of the franchisee's gross revenue, depending on the size of the population served.

Discussion

In 2006 the California Legislature approved the Digital Infrastructure and Video Competition Act (California Public Utilities Code sections 5800 et seq.) for the stated purpose of creating a statewide system of regulation and franchising for cable, broadband and video services. Prior to DIVCA, cable television franchises were issued at the local level by cities and counties. Mono County's regulations for such franchises have been located at Chapter 5.44 of the Mono County Code.

Under DIVCA, these franchises are now issued by the California Public Utilities Commission, with certain regulatory and financial powers reserved to local governments. The proposed amendment to the County's existing video franchise regulations located in Chapter 5.44 would align the County's rules with current State law and enable it to fully exercise the powers reserved to it under DIVCA.

In addition to the 5% franchise fee, the ordinance addresses the following issues, explicitly reserved to local governments under DIVCA.

1. Infrastructure

While franchises are now issued by the State, any infrastructure installed within the County must still comply with County land use requirements. And where the infrastructure is to be located within the County's right-of-way, an encroachment permit must be obtained and the franchisee must coordinate all work with Public Works, including moving their facilities if necessary for the County to perform work.

2. PEG Channels

Among the powers reserved to local governments (and which the proposed ordinance would implement) is the ability to require franchisees to provide public, educational and/or governmental (PEG) channels and pay PEG fees. The ordinance would require that franchisees in Mono County provide two PEG channels (waivers may be granted) and pay PEG fees in the amount of 1% of gross revenue.

3. Customer service

The ordinance provides for oversight by the County of franchisee compliance with State and federal customer service standards. This includes the ability to impose fines of up to \$500 per day, not to exceed \$1,500 for the first violation, \$1,000 per day, not to exceed \$3,000, for a second violation within twelve months and \$2,000 per day, not to exceed \$7,000 for a third violation within twelve months.

Finally, under DIVCA, any franchisee operating pursuant to a franchise issued by the County prior to 2007 may continue to operate pursuant to that agreement, unless the franchisee and County mutually agree to terminate it and that the franchisee will instead seek a State license.

If you have any questions on this matter prior to your meeting, please call me at 924-1704 or 932-5418.



ORDINANCE NO. ORD17-__

**AN ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS REPEALING AND REPLACING
MONO COUNTY CODE CHAPTER 5.44
TO ENACT REGULATIONS CONSISTENT WITH
THE DIGITAL INFRASTRUCTURE
AND VIDEO COMPETITION ACT OF 2006**

WHEREAS, in 2006 the California Legislature enacted the Digital Infrastructure and Video Competition Act, (California Public Utilities Code sections 5800 et seq.) (hereinafter "DIVCA"), in order to create a statewide system of regulation and franchising for cable, broadband and video services; and

WHEREAS, prior to DIVCA, cable television franchises were issued by cities and counties, with Mono County's regulations located at Chapter 5.44 of the Mono County Code; and

WHEREAS, under DIVCA, franchises are now issued by the California Public Utilities Commission, while certain regulatory and financial powers are reserved to local governments; and

WHEREAS, the County of Mono wishes to update its local regulations to recognize State preemption under DIVCA and to exercise those rights and regulatory privileges reserved to it under the law;

[SEE PAGE TWO]

//////////

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1 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**
2 **MONO ORDAINS** that:

3 **SECTION ONE:** Mono County Code Chapter 5.44 is hereby repealed and replaced with
4 the language set forth in Exhibit "A", which is attached hereto and incorporated by this
5 reference.

6 **SECTION TWO:** Any video service provider having an unexpired County franchise
7 issued in accordance with the Mono County Code prior to the enactment of this Ordinance shall
8 be subject to subdivision (o) of California Public Utilities Code section 5840.

9 **SECTION THREE:** This ordinance shall become effective 30 days from the date of its
10 adoption and final passage, which appears immediately below. The Clerk of the Board of
11 Supervisors shall post this ordinance and also publish it in the manner prescribed by Government
12 Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the
13 Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take
14 effect until 30 days after the date of publication.

15 **PASSED, APPROVED** and **ADOPTED** this ___ day of July, 2017, by the following
16 vote, to wit:

- 17 **AYES:**
18 **NOES:**
19 **ABSENT:**
20 **ABSTAIN:**

21 _____
22 Stacy Corless, Chair
23 Mono County Board of Supervisors

24 ATTEST:

25 APPROVED AS TO FORM:

26 _____
27 Clerk of the Board

28 _____
29 County Counsel

Chapter 5.44 STATE VIDEO FRANCHISES

Sections:

- 5.44.010 Purpose and application.**
- 5.44.020 State video franchise fees.**
- 5.44.030 PEG support fees.**
- 5.44.040 PEG channels.**
- 5.44.050 Audit authority.**
- 5.44.060 Customer service penalties.**
- 5.44.070 Public rights-of-way.**
- 5.44.080 Police powers.**
- 5.44.090 Preemption – Reservation of rights.**

5.44.010 Purpose and application.

The state of California, through the Public Utilities Commission, is the sole authority with power to grant state video franchises pursuant to the Digital Infrastructure and Video Competition Act of 2006 (“DIVCA”), effective January 1, 2007, and codified at Public Utilities Code Section 5800 et seq. at the time of enactment of this chapter. The purposes of this chapter are to implement DIVCA in the County of Mono and to regulate, consistent with DIVCA and the implementing rules issued by the California Public Utilities Commission dated March 1, 2007, video service providers holding state video franchises and operating within the County pursuant to that franchise. This chapter shall be applied to and interpreted consistently with any amendments to, or recodifications of, DIVCA that may be made from time to time.

5.44.020 State video franchise fees.

Any state video franchise holder operating within the unincorporated areas of the County shall pay a fee to the County equal to five percent of the state video franchise holder’s “gross revenue” as defined in California Public Utilities Code Section 5860(d). This fee shall be remitted to the County quarterly, within forty-five days after the end of the calendar quarter. Each payment shall be accompanied by a summary explaining the basis for the calculation of the state franchise fee. If the holder does not pay the franchise fee when due, the holder shall pay a late payment charge at a rate per year equal to the highest prime lending rate during the period of delinquency, plus one percent. If the holder has overpaid the franchise fee, it may deduct the overpayment from its next quarterly payment.

5.44.030 PEG support fees.

A. Any state video franchise holder operating within the unincorporated areas of the County shall pay a PEG fee to the County or the County’s designee for capital support of public, educational, and/or governmental (PEG) purposes that is consistent with state and federal law equal to no more than one percent of gross revenues, as defined by Section 5870(n) of the California Public Utilities Code.

B. Upon the expiration or termination of the current local cable franchise, every state video franchise holder operating within the unincorporated areas of the County shall pay to the County, on a schedule and in a manner to be determined by the County, a PEG capital support fee in an amount equal to one percent of gross revenues per subscriber per month.

5.44.040 PEG channels.

A. Local franchise holders and holders of a state video franchise under DIVCA shall each provide two PEG channels unless County grants a written waiver for good cause as determined in the County's sole discretion.

B. All state video franchise holders shall comply with the provisions of DIVCA related to PEG channels. Without limiting the foregoing, the PEG channels shall be carried on the basic service tier. To the extent feasible, the PEG channels shall not be separated numerically from other channels carried on the basic service tier and the channel numbers for the PEG channels shall be the same channel numbers used by the incumbent cable operator as defined in Public Utilities Code Section 5830(i) unless prohibited by federal law and shall provide video and sound quality, recording capability, channel accessibility and location equal to, or substantially equal to, that provided by the incumbent cable providers. After the initial designation of PEG channel numbers, the channel numbers shall not be changed without agreement of the County unless the change is required by federal law.

C. A state video franchise holder shall have three months from the date the County requests the PEG channels to designate the capacity. However, the three-month period shall be tolled by any period during which the designation or provision of PEG channel capacity is technically infeasible, including any failure or delay of the incumbent cable operator to make adequate interconnection available, as required by DIVCA. Any state video franchise holder that believes the designation or provision of PEG channel capacity is technically infeasible shall provide to County, in writing, its reasons therefor and its plan for correcting or solving the infeasibility. The County may hold a hearing on the claim of infeasibility and, thereafter, take such action as the County deems proper to require the designation and provision of the PEG channels on the state video franchise holder's system.

5.44.050 Audit authority.

Not more than once annually, the County Finance Director or designee may examine and perform an audit of the business records of a holder of a state video franchise operating within the unincorporated areas of the County to ensure compliance with Section 5860 of the California Public Utilities Code.

5.44.060 Customer service penalties.

A. The holder of a state video franchise shall comply with all applicable state and federal customer service and protection standards pertaining to the provision of video service.

B. The County Administrative Officer (CAO) or designee shall monitor the compliance of state video franchise holders operating within the unincorporated areas of the County with respect to state and federal customer service and protection standards. The CAO or designee will provide the state video franchise holder written notice of any material breaches of applicable customer service standards, and will allow the state video franchise holder thirty days from the receipt of the notice to remedy the specified material breach. Material breaches not remedied within the thirty-day time period will be subject to the following penalties to be imposed by the County:

1. For the first occurrence of a violation, a fine of up to five hundred dollars may be imposed for each day the violation remains in effect, not to exceed one thousand five hundred dollars for each violation.

2. For a second violation of the same nature within twelve months, a fine of up to one thousand dollars may be imposed for each day the violation remains in effect, not to exceed three thousand dollars for each violation.

3. For a third or further violation of the same nature within twelve months, a fine of up to two thousand five hundred dollars may be imposed for each day the violation remains in effect, not to exceed seven thousand five hundred dollars for each violation.

C. A state video franchise holder may appeal a penalty assessed by the CAO to the Board of Supervisors within sixty days of the initial assessment. The Board of Supervisors shall hear all evidence and relevant testimony and may uphold, modify or vacate the penalty. The Board of Supervisors' decision on the imposition of a penalty shall be final.

As used herein, "material breach" is defined as set forth in Public Utilities Code Section 5900.

5.44.070 Public rights-of-way.

A. For the purpose of operating and maintaining a cable television system in the County, and with a validly issued encroachment permit under Chapter 13.04, a state video franchise holder may erect, install, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across and along the public rights-of-way and public cables, conductors, ducts, conduits, vaults, manholes, amplifiers, property and equipment as are necessary and appurtenant to the operations of the cable system. The state video franchise holder shall comply with all applicable County construction codes and procedures and general plan requirements.

B. The County maintains the right to perform any public work or public improvement of any description, including, without limitation, all work authorized by applicable law. In the event that the state video franchise holder's system interferes with the construction, operation, maintenance or repair of any such public work or improvement, the state video franchise holder, after reasonable notice from the County, shall, at its own cost and expense, promptly protect, alter or relocate the system, or any part thereof, as directed by the County.

In the event that the state video franchise holder refuses or neglects to so protect, alter or relocate all or any part of its system, the County shall have the right in connection with the performance of such public work or public improvement to break through, remove, alter or relocate all or any part of the system without any liability to the state video franchise holder except for the County's willful misconduct and the state video franchise holder shall promptly pay to the County the costs incurred by such breaking through, removal, alteration or relocation.

C. The holder of a state video franchise shall not enter or encroach upon or interfere with or obstruct any private property without the express consent of the owner or agent in possession thereof with authority to grant such consent. The authority given in this chapter shall not be construed to grant or imply any permission to do so.

5.44.080 Police powers.

The rights of a state video franchise holder operating within the unincorporated areas of the County are subject to the police power of the County to adopt and enforce general ordinances necessary to the health, safety and welfare of the public, and each state video franchise holder shall comply with all applicable general laws and ordinances enacted by the County pursuant to such power.

5.44.090 Preemption – Reservation of rights.

If any area of regulatory authority is or was preempted from local regulation by federal or state law, and such preemption later ceases, the County reserves the right to resume local regulation to the extent permitted, including the right to enact an ordinance or to enforce existing local ordinances regulating cable television services within the County, should it be determined by state or federal law, regulation or rule that the County may enter into a local franchise with providers of cable television or video services within the County.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Thank You Letter

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter from Jeff and Donna Simenson expressing their gratitude for the approval of a nightly rental by the Planning division.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Scheereen Dedman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Simensen Thank You Letter

History

Time	Who	Approval
7/7/2017 4:42 AM	County Administrative Office	Yes
7/11/2017 3:18 PM	County Counsel	Yes
7/11/2017 2:39 PM	Finance	Yes

To all of you who helped us, encouraged us, and guided us through this process to make our nightly/vacation rental become a reality:

On June 15, we were told by the Planning Division that we are now approved to have a nightly rental.

We are so grateful. Thank you from the bottom of our hearts for trusting in us and providing us with the opportunity to build our future in Bridgeport.

Sincerely,
Jeff and Donna Simensen



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT United States Forest Service Letter

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter from Inyo National Forest seeking comments on a Draft Environmental Impact Statement that analyzes the Mammoth Base Land Exchange.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Scheereen Dedman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Inyo National Forest Letter

History

Time	Who	Approval
7/12/2017 6:00 AM	County Administrative Office	Yes
7/12/2017 2:22 PM	County Counsel	Yes
7/11/2017 2:47 PM	Finance	Yes



United States
Department of
Agriculture

Forest
Service

Inyo National Forest
Supervisor's Office

351 Pacu Lane
Suite 200
Bishop, CA 93514
760-873-2400

FAX: 760-873-2538

File Code: 2720;1950
Date: July 5, 2017

Dear Interested Party,

The Inyo National Forest is seeking comments on a Draft Environmental Impact Statement (Draft EIS) that analyzes the Mammoth Base Land Exchange. Under the Proposed Action, the United States would convey approximately 35.6 acres of National Forest System lands within the boundaries of the Inyo National Forest, and currently managed as part of a Ski Area Term Special Use Permit to Mammoth Main Lodge Redevelopment, LLC. In exchange, Mammoth Main Lodge Redevelopment, LLC would convey to the United States approximately 1,296.7 acres of privately owned lands ("inholdings") located within the boundaries of the Inyo, Plumas and Stanislaus National Forests and one small parcel (approximately 1.4 acres) in Inyo County, California that is outside the boundaries of the Inyo National Forest.

The Draft EIS analyzes two alternatives (Alternative 1 – No Action Alternative and Alternative 2 – The Proposed Action). Additional public input will help guide the decision making process for this project. At this time, I am evaluating the benefits of the proposed transfer of lands against the identified resource impacts these alternatives may create. A decision will be made after considering information contained within the analysis, and public comments.

Comments on the Draft EIS will be accepted for 45 days from publication of the Notice of Availability (NOA) in the Federal Register. The anticipated date of publication of the NOA is July 7, 2017. The NOA provides the sole means of calculating the close of the Draft EIS comment period. The entire Draft EIS is available for review on the Inyo National Forest website at: <https://www.fs.usda.gov/project/?project=30428>. A comment form is included on the website, which allows the public to submit comments on the Draft EIS electronically. Hardcopies may be reviewed at the Inyo National Forest Supervisor's Office in Bishop and the Mammoth Ranger District. CDs of the Draft EIS are available upon request.

Comments may be submitted to Ed Armenta, Forest Supervisor, c/o Janelle Walker, Winter Sports Specialist, Inyo National Forest, PO Box 148, Mammoth Lakes, CA 93546, FAX; (760) 924-5537 or by email to: janellewalker@fs.fed.us (please include "Mammoth Base Land Exchange EIS" in the subject line). As previously mentioned, comments can be submitted on the project website: <http://www.fs.fed.us/nepa/fs-usda-pop.html?project=30428>. Comments may also be submitted by hand-delivery to 351 Pacu Lane, Suite 200, Bishop, CA 93514, during normal business hours (Monday – Friday 8:00am to 4:30pm).

To be most effective when submitting comments, please include: (1) name, address, email address, and organization represented, if any; (2) the title of the project for which the comment is being submitted; and (3) specific facts, concerns or issues, and supporting reasons for the Responsible Official to consider.



Only those who submit timely and specific written comments will have eligibility to file an objection under 36 CFR §218.8. For objection eligibility, each individual or representative from each entity submitting timely and specific written comments must either sign the comment or verify identity upon request. A scanned signature may serve as verification on electronic comments. Individuals and organizations wishing to be eligible to object must meet the information requirements in 36 CFR §218.25(a)(3). Comments received, including the names and addresses of those who comment, will become part of the public record for this project and will be subject to review pursuant to the Freedom of Information Act.

The Inyo National Forest will hold a public meeting on **July 31, 2017 from 6:00 pm to 8:00 pm** at The Mammoth Lakes Council Chamber, Suite Z, 437 Old Mammoth Road, Mammoth Lakes, CA (above the Vons) to provide an overview of the Draft EIS and to answer questions from the public. Comments may also be submitted during the public meeting.

Thank you for your interest and participation in this important project. For additional information concerning the Draft EIS, contact: Janelle Walker, Project Leader, janellewalker@fs.fed.us, (760) 924-5523.

Sincerely,

/s/ Edward E. Armenta

EDWARD E. ARMENTA
Forest Supervisor





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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Letter from California Fish and Game
Commission

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter from California Fish and Game Commission, providing a Notice of Findings regarding the northern spotted owl which was published in the California Regulatory Notice Register on July 7, 2017.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Scheereen Dedman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
CA F&G Commission Letter - Spotted Owl

History

Time	Who	Approval
7/12/2017 6:30 AM	County Administrative Office	Yes
7/11/2017 3:18 PM	County Counsel	Yes
7/11/2017 2:46 PM	Finance	Yes

Commissioners
Eric Sklar, President
Saint Helena
Jacque Hostler-Carmesin, Vice President
McKinleyville
Anthony C. Williams, Member
Huntington Beach
Russell E. Burns, Member
Napa
Peter S. Silva, Member
El Cajon

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Valerie Termini, Executive Director
1416 Ninth Street, Room 1320
Sacramento, CA 95814
(916) 653-4899
www.fgc.ca.gov

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

July 3, 2017

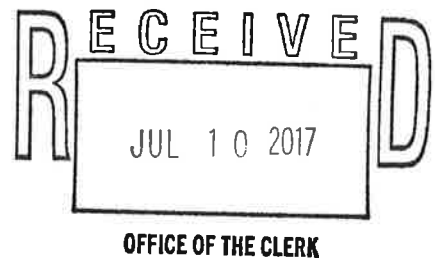
TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a Notice of Findings regarding the northern spotted owl which will be published in the California Regulatory Notice Register on July 7, 2017.

Sincerely,

Sheri Tiemann
Associate Governmental Program Analyst

Attachment



June 2017

NOTICE OF FINDINGS
Northern Spotted Owl
(*Strix occidentalis caurina*)

NOTICE IS HEREBY GIVEN that the California Fish and Game Commission (Commission), at its meeting in Folsom, California on August 25, 2016, made a finding pursuant to Fish and Game Code Section 2075.5, that the petitioned action to add the northern spotted owl (*Strix occidentalis caurina*) to the list of threatened species under the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.) is warranted. (See also Cal. Code Regs., tit. 14, § 670.1, subd. (i).)

NOTICE IS ALSO GIVEN that, at its February 8, 2017 meeting in Rohnert Park, California, the Commission considered draft findings, continued the item until its June 21, 2017 meeting in Smith River, and adopted the following findings outlining the reasons for its determination.

I. Background and Procedural History

On September 7, 2012, the Commission received the "Petition to List the Northern Spotted Owl as 'Threatened' or 'Endangered' Under the California Endangered Species Act" (September 4, 2012; hereafter, the Petition), as submitted by the Environmental Protection Information Center (Petitioner). Commission staff transmitted the Petition to the California Department of Fish and Wildlife (Department) pursuant to Fish and Game Code Section 2073 on September 10, 2012, and the Commission published formal notice of receipt of the Petition on October 5, 2012 (Cal. Reg. Notice Register 2012, No. 40-Z, p. 1490).

The Department requested a 30-day extension on November 19, 2012, and the Commission approved the extension on December 12, 2012. After evaluating the Petition and other relevant information the Department possessed or received, the Department determined that based on the information in the Petition, there was sufficient scientific information to indicate that the petitioned action may be warranted, and recommended the Commission accept the Petition in an evaluation dated February 6, 2013. At its meeting on March 6, 2013, the Commission formally received the Department's petition evaluation. At its meeting on April 17, 2013 the Commission considered the petition evaluation as well as an errata and corrections document filed by the Department on April 15, 2013, and postponed further deliberations concerning the petition to receive further information on questions raised during the April meeting. At its August 7, 2013 meeting, the Commission received further comments, deliberated, and voted to accept the Petition and initiate a review of the species' status in California, finding that it contained sufficient information to indicate the petitioned action may be

June 2017

warranted. Upon publication of the Commission's notice of determination as required by Fish and Game Code Section 2074.2, subdivisions (e)(2) and (f), the northern spotted owl was designated a candidate species on December 11, 2013 (Cal. Reg. Notice Register 2013, No. 52-Z, pp. 2085-2092).

Following the Commission's designation of the northern spotted owl as a candidate species, the Department notified affected and interested parties and solicited data and comments on the petitioned action pursuant to Fish and Game Code Section 2074.4. (see also Cal. Code Regs., tit. 14, § 670.1(f)(2).) Subsequently, the Department commenced its review of the status of the species. On February 10, 2016 the Department Director delivered a status review to the Commission pursuant to Fish and Game Code Section 2074.6, including a recommendation that, based upon the best scientific information available to the Department, the petitioned action is warranted.

Final consideration of the petition, with receipt of the Department's status review report and public comment, was scheduled for the Commission's April 14, 2016 meeting in Santa Rosa, California, but the Commission continued the matter to its June meeting to allow written comments from the public, to be submitted to the Department no later than May 2, 2016. Notice of final consideration of the petition was published on May 27, 2016 for the Commission's meeting on June 23, 2016 in Bakersfield, California (Cal. Reg. Notice Register 2016, No. 22-Z, p. 907) and again on August 12, 2016 for the Commission's meeting on August 25, 2016 in Folsom, California (Cal. Reg. Notice Register 2016, No. 33-Z, p. 1464). On August 25, 2016, at its meeting in Folsom, California, the Commission received additional public and Department testimony, and voted that designating northern spotted owl as a threatened species under CESA is warranted.

Species Description

The northern spotted owl is a medium-sized dark brown owl, with a barred tail, round, elliptical, or irregular white spots on head, neck, back, and underparts, yellowish green bill, and dark brown, almost black eyes surrounded by prominent facial disks (Gutiérrez et al. 1995). Overall, its length is approximately 46 to 48 centimeters (18 to 19 inches) (Forsman et al. 1996). Males and females are dimorphic in size, with males averaging about 13 percent smaller than females (USFWS 2011). Males weigh between 430 and 690 grams (0.95 to 1.52 pounds), and females weigh between 490 and 885 grams (1.1 to 1.95 pounds) (Gutiérrez et al. 1995, P. Loschl and E. Forsman pers. comm. 2006 in USFWS 2011).

Federal Status

June 2017

The United States Fish and Wildlife Service listed northern spotted owl as a threatened species under the Endangered Species Act in 1990. In 1994, the Northwest Forest Plan provided protections for the northern spotted owl and other species inhabiting late-successional forests in Washington, Oregon, and California. The northern spotted owl's first critical habitat designation occurred in 1992 and was revised in 2008. A new final rule designating critical habitat was published in December of 2012. The USFWS first issued a recovery plan for the northern spotted owl in 2008 and revised it in 2011.

II. Statutory and Legal Framework

The Commission, as established by the California Constitution, has exclusive statutory authority under California law to designate endangered, threatened, and candidate species under CESA. (Cal. Const., art. IV, § 20, subd. (b); Fish & G. Code, § 2070.) The CESA listing process for northern spotted owl began in the present case with the Petitioners' submittal of the Petition to the Commission on September 7, 2012. Pursuant to Fish and Game Code Section 2073, on September 10, 2012 the Commission transmitted the petition to the Department for review pursuant to Fish and Game Code Section 2073.5. The regulatory and legal process that ensued is described in some detail in the preceding section above, along with related references to the Fish and Game Code and controlling regulation. The CESA listing process generally is also described in some detail in published appellate case law in California, including:

- *Mountain Lion Foundation v. California Fish and Game Commission* (1997) 16 Cal.4th 105, 114-116;
- *California Forestry Association v. California Fish and Game Commission* (2007) 156 Cal.App.4th 1535, 1541-1542;
- *Center for Biological Diversity v. California Fish and Game Commission* (2008) 166 Cal.App.4th 597, 600; and
- *Natural Resources Defense Council v. California Fish and Game Commission* (1994) 28 Cal.App.4th 1104, 1111-1116.

The "is warranted" determination at issue here for northern spotted owl stems from Commission obligations established by Fish and Game Code Section 2075.5. Under this provision, the Commission is required to make one of two findings for a candidate species at the end of the CESA listing process; namely, whether the petitioned action is warranted or is not warranted. Here, with respect to the northern spotted owl, the Commission made the finding under Section 2075.5(e)(2) that the petitioned action is warranted.

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The Commission was guided in making these determinations by statutory provisions and other controlling law. The Fish and Game Code, for example, defines an endangered species under CESA as “a native species or subspecies of a bird, mammal, fish, amphibian, reptile or plant which is in serious danger of becoming extinct throughout all, or a significant portion, of its range due to one or more causes, including loss of habitat, change in habitat, over exploitation, predation, competition, or disease.” (Fish & G. Code, § 2062.) Similarly, the Fish and Game Code defines a threatened species under CESA as “a native species or subspecies of a bird, mammal, fish, amphibian, reptile or plant that, although not presently threatened with extinction, is likely to become an endangered species in the foreseeable future in the absence of the special protection and management efforts required by this chapter.” (*Id.*, § 2067.)

The Commission also considered Title 14, Section 670.1, subdivision (i)(1)(A), of the California Code of Regulations in making its determination regarding northern spotted owl. This provision provides, in pertinent part, that a species shall be listed as endangered or threatened under CESA if the Commission determines that the species’ continued existence is in serious danger or is threatened by any one or any combination of the following factors:

1. Present or threatened modification or destruction of its habitat;
2. Overexploitation;
3. Predation;
4. Competition;
5. Disease; or
6. Other natural occurrences or human-related activities.

Fish and Game Code Section 2070 provides similar guidance. This section provides that the Commission shall add or remove species from the list of endangered and threatened species under CESA only upon receipt of sufficient scientific information that the action is warranted. Similarly, CESA provides policy direction not specific to the Commission per se, indicating that all state agencies, boards, and commissions shall seek to conserve endangered and threatened species and shall utilize their authority in furtherance of the purposes of CESA. (Fish & G. Code, § 2055.) This policy direction does not compel a particular determination by the Commission in the CESA listing context. Nevertheless, “[l]aws providing for the conservation of natural resources’ such as the CESA ‘are of great remedial and public importance and thus should be construed liberally.” (*California Forestry Association v. California Fish and Game Commission*, supra, 156 Cal. App.4th at pp. 1545-1546, citing *San Bernardino Valley Audubon*

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Society v. City of Moreno Valley (1996) 44 Cal.App.4th 593, 601; Fish & G. Code, §§ 2051, 2052.)

Finally in considering these factors, CESA and controlling regulations require the Commission to actively seek and consider related input from the public and any interested party. (See, e.g., *Id.*, §§ 2071, 2074.4, 2078; Cal. Code Regs., tit. 14, § 670.1, subd. (h).) The related notice obligations and public hearing opportunities before the Commission are also considerable. (Fish & G. Code, §§ 2073.3, 2074, 2074.2, 2075, 2075.5, 2078; Cal. Code Regs., tit. 14, § 670.1, subds. (c), (e), (g), (i); see also Gov. Code, § 11120 et seq.) All of these obligations are in addition to the requirements prescribed for the Department in the CESA listing process, including an initial evaluation of the petition and a related recommendation regarding candidacy, and a review of the candidate species' status culminating with a report and recommendation to the Commission as to whether listing is warranted based on the best available science. (Fish & G. Code, §§ 2073.4, 2073.5, 2074.4, 2074.6; Cal. Code Regs., tit. 14, § 670.1, subds. (d), (f), (h).)

III. Factual and Scientific Bases for the Commission's Final Determination

The factual and scientific bases for the Commission's determination that designating the northern spotted owl as a threatened species under CESA is warranted are set forth in detail in the Commission's record of proceedings including the Petition, the Department's Petition Evaluation Report, the Department's status review, the Department's supplemental report to respond to public comments, written and oral comments received from members of the public, the regulated community, tribal entities, the scientific community and other evidence included in the Commission's record of proceedings.

The Commission determines that the continued existence of the northern spotted owl in the State of California is in serious danger or threatened by one or a combination of the following factors as required by the California Code of Regulations Title 14, Section 670.1, subdivision (i)(1)(A):

1. Present or threatened modification or destruction of its habitat;
2. Overexploitation;
3. Predation;
4. Competition;
5. Disease; or
6. Other natural occurrences or human-related activities.

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The Commission also determines that the information in the Commission's record constitutes the best scientific information available and establishes that designating the northern spotted owl as a threatened species under CESA is warranted. Similarly, the Commission determines that the northern spotted owl, while not presently threatened with extinction, is likely to become an endangered species in the foreseeable future in the absence of the special protection and management efforts required by CESA.

The items highlighted here and detailed in the following section represent only a portion of the complex issues aired and considered by the Commission during the CESA listing process for the northern spotted owl. Similarly, the issues addressed in these findings represent some, but not all of the evidence, issues, and considerations affecting the Commission's final determination. Other issues aired before and considered by the Commission are addressed in detail in the record before the Commission, which record is incorporated herein by reference.

Background

The Commission bases its "is warranted" finding for the northern spotted owl most fundamentally on the current population trend influenced by a combination of threat factors, including competition from barred owls and present or threatened modification or loss of its habitat which pose a risk to the continued existence of the species in California.

Threats

Barred Owls

Historically, barred owls were residents of the eastern United States and southern Canada, east of the Great Plains and south of the boreal forest, and also in disjunct regions of south-central Mexico (Mazur and James 2000). The recent range expansion into the western United States has resulted in the barred owl range completely overlapping with that of the northern spotted owl. Barred owls were first detected in California in 1976 (B. Marcot in Livezey 2009a) with the first breeding record in 1991 (T. Hacking in Dark et al. 1998). The rate of detections in California accelerated during the mid-1990s (Dark et al. 1998), and today 1,970 barred owl records exist in the Department's species database throughout the entire range of the northern spotted owl, and even further south within the California spotted owl range in the Sierra Nevada.

There is a high degree of similarity in barred owl and northern spotted owl habitat and prey base preferences. Both species have a preference for old forests with closed canopy and a high degree of structural complexity for nesting and roosting activities (Hamer et al. 2007, Singleton et al. 2010, Weins et al. 2014, Singleton 2015, Weisel 2015). northern spotted owl diet in California consists primarily of small mammals

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(mainly dusky-footed woodrats in California), though other prey (e.g. birds, bats) is also taken (Forsman et al. 1984, 2001, 2004, Zabel et al. 1995, Ward et al. 1998, Franklin et al. 2000, Hamer et al. 2001). The barred owl diet consists of a wide array of prey, including small mammals ranging from rabbits to bats, small to medium sized birds, amphibians, reptiles, fish, and invertebrates; however, mammals make up a majority of prey items (Hamer et al. 2001, Mazur and James 2000, Mazur et al. 2000). The broader range of prey selected by barred owls contributes to the smaller home ranges in comparison to northern spotted owls, which may result in higher densities of barred owls within the spotted owl range (Livezey et al. 2008).

Barred owls will negatively impact northern spotted owls at several levels. Barred owls are aggressive toward spotted owls (Van Lanen et al. 2011), and have attacked spotted owls on occasion (Leskiw and Gutiérrez 1998, Courtney et al. 2004). Spotted owls will reduce their calls or not call at all if barred owls are in the vicinity (Cozier et al. 2006, Kroll et al. 2010, Dugger et al. 2011, Diller 2014, Sovern et al. 2014), making them more difficult to detect. Barred owls will displace northern spotted owls from their territories, forcing them out of their long-held territory (Olson et al. 2004, Kroll et al. 2010, Dugger et al. 2011, Diller 2014, Sovern et al. 2014, GDRC 2015, Weisel 2015, Dugger et al. 2016). Northern spotted owl activity centers will shift away from areas where barred owls are present even if they do not entirely abandon their territory (Kelly 2001, Gremel 2005, Diller 2014, Weins et al. 2014).

Competition between the two species has dramatically impacted northern spotted owl site occupancy in California. A recent analysis (Dugger et al. 2016) determined territory occupancy rates declined in all 11 demographic study areas across the entire northern spotted owl range, with a strong positive relationship between the presence of barred owls and territory extinction rates (Dugger et al. 2016). The primary cause of northern spotted owl population declines are competition with barred owl, largely as a result of a strong negative effect of barred owl on northern spotted owl apparent survival rates and a positive effect of barred owl on northern spotted owl territory extinction rates.

When analyzing northern spotted owl data through 2013, Dugger et al. (2016) indicated the primary cause of declines across the range are strong negative effect of barred owl on apparent survival rates and a positive effect of barred owl on territory extinction rates. Apparent survival and the rate population change rates declined on all 3 demographic study areas in California, with the exception of the Green Diamond Resource treatment area (i.e., the area where barred owls were removed). The Green Diamond Resource treatment area survival rate was 0.857 (SE=0.009) before removal, and 0.870 (SE=0.021) after removal (the highest across the entire range; Dugger et al. 2016). The rate of population change at the Green Diamond Resource treatment area was positive ($\lambda=1.030$, SE=0.040) after barred owls were removed (Dugger et al. 2016). When barred owls were removed from historical northern spotted owl territories on the

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Green Diamond Resource Company land, northern spotted owls were detected relatively soon afterward, and sometimes were the same spotted owls that held the territory previously (Diller 2014), suggesting these owls were displaced from their territory but remained in the vicinity to quickly reoccupy.

The literature is clear that barred owls are having a severe negative impact on northern spotted owl at a range-wide level (Dugger et al. 2016), including reduced survival and occupancy, reduced detection rates, increased territory extinction rates, displacement, and predation. Ecological similarities between barred owl and northern spotted owl gives little evidence that nesting, roosting, or foraging habitat or food resources can be adequately partitioned to prevent competition; therefore, coexistence of both species is uncertain into the future, even with habitat management actions (Gutiérrez et al. 2007, Dugger et al. 2011, Wiens et al. 2014, Singleton 2015, Weisel 2015, Dugger et al. 2016). Barred owl removal experiments seem to be successful at positively impacting northern spotted owl demographics and are feasible at a local-scale (Diller et al. 2014), but broader long-term use of removal as a management tool needs further consideration (USFWS 2013). Protecting high-quality habitat (e.g., older structurally complex forests) on the landscape may provide some amount of refugia for spotted owls from competitive interactions with barred owls, and may allow managers and others time to further evaluate the feasibility of barred owl control measures (USFWS 2011, USFWS 2013).

Given the quick southerly expansion of barred owls into northern spotted owl habitat and the documented negative impacts of barred owl on spotted owl demographic rates, there is urgency on deciding a course of action to take regarding barred owl removal or other management actions. Without management actions, the northern spotted owl faces an uncertain future and declines will presumably continue to be severe and steep into the near future, much like has been documented in more northerly portions of the range in Washington and Oregon where barred owl have been established longer. Solutions that promote the coexistence of the northern spotted owl and the barred owl are needed.

Present or Threatened Modification or Destruction of Habitat

Although the rate of nesting and roosting habitat loss has declined since the northern spotted owl was listed under the federal endangered species act in 1990, assessments performed range-wide since the implementation of the Northwest Forest Plan (NWFP) show that habitat loss on federal and private lands is ongoing. Wildfire has been the leading cause of habitat loss on federal land, with the fire-prone California Klamath Province experiencing the largest losses due to wildfire (10.7%; 199,800 acres since 1993). Since the development of a reserve system under the NWFP, timber harvest on federal land has declined, with only 1.3% of nesting and roosting habitat lost to harvest

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in the last two decades (Davis et al. 2015). Conversely, timber harvest has been the primary cause of habitat loss on nonfederal lands since 1993 (Davis et al. 2015). Northern spotted owl densities in California forests have not plummeted to the extent they have for the species in Oregon and Washington in large part to protective regulations governing timber harvest on nonfederal lands in California (i.e., Forest Practice Rules). In addition, there has been some amount of forest habitat recruitment since implementation of the Forest Practice Rules and NWFP, though the level and extent of succession is unknown (DFW, 2016 Status Review). Regardless of these protections, losses of nesting and roosting habitat due to timber harvest in California have continued. From 1994-2007, 5.8% of nesting and roosting habitat on nonfederal lands in California was removed by timber harvest (Davis et al. 2011). Regionally, the California Klamath and Cascades provinces have experienced net losses of nesting and roosting habitat since 1994 (Davis et al. 2011). However, due to habitat recruitment in the California Coast Province where habitat development through forest succession can occur relatively quickly (Thome et al. 1999, Diller et al. 2010), estimates for net change of nesting and roosting habitat in this province are positive (Davis et al. 2011).

At the scale of individual owl territories, the amount and spatial configuration of different habitat types are strongly linked to northern spotted owl site occupancy and demographic rates, and rates are generally positively associated with a greater amount of older forest, and in the case of the coastal redwoods, young-growth forests where key structural elements (snags, large decadent trees and hardwoods) are retained (see the Habitat Effects on Demographics section; Dugger et al. 2016). The amount of older forest in northern spotted owl territories is positively associated with occupancy rates (Dugger et al. 2011, Yackulic et al. 2012, Dugger et al. 2016), survival (Franklin et al. 2000, Olson et al. 2004, Dugger et al. 2005, Diller et al. 2010), and in some cases with fecundity (Dugger et al. 2005, Diller et al. 2010, Dugger et al. 2016). Although study design has varied across the major research studies in California and southern Oregon, some consistent patterns have arisen. In order to support productive spotted owl territories, a minimum amount of older forest must be retained in the core area. The definition of 'older forest' evaluated in studies has varied, but consistently has included late-seral forests with large trees and high canopy cover. Territories with the highest habitat fitness potential contain at least about 50% older forest in the core area, intermixed with other forest and nonforest cover types (Franklin et al. 2000, Dugger et al. 2005, Diller et al. 2010). Large amounts of nonhabitat (defined as nonforest or sapling cover types) in a northern spotted owl home range leads to declines in demographic rates. Results indicate that in order to support a northern spotted owl territory with high habitat fitness potential, no more than about 50% of a home range should consist of nonhabitat (Olson et al. 2004, Dugger et al. 2005). Spotted owl demographic rates also benefit from a mosaic of older forest interspersed with younger forests or other vegetation types. Work done by Franklin and Gutierrez (2012) suggests

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that some amount of fragmentation or habitat heterogeneity may be beneficial for dispersing owls, depending on the matrix of habitat types, by providing opportunities in more open habitat or along edges, while at the same time providing protection from predators in older forest components. (DFW, 2016 Status Review).

Habitat retention requirements and definitions in the Forest Practice Rules were developed in the early 1990s and were established to protect a combination of nesting, roosting, and foraging habitat in the area immediately surrounding the activity center (500 and 1,000 foot radii), the core use area (0.7 mile radius), and the broader home range (1.3 mile radius). After implementation and further analysis, the USFWS found that the cumulative effects of repeated harvest entries within many northern spotted owl home ranges in the northern interior region had reduced habitat quality to a degree that caused reduced occupancy rates and frequent site abandonment, and concluded that existing habitat guidelines in the Forest Practice Rules are not sufficient for avoiding take (USFWS 2009). Due to these concerns and based on the growing body of literature linking habitat characteristics to owl fitness, the USFWS provided revised guidance for avoiding take of northern spotted owl, including changes to definitions of nesting, roosting, and foraging habitat, and to the amount of each habitat type to be retained (USFWS 2008b, 2009). The current Forest Practice Rules allow for the use of northern spotted owl habitat descriptions provided by the USFWS and the habitat protection measures recommended by the USFWS (DFW Eval. of Supplemental Information 2016).

Depending on how the Forest Practice Rules and the USFWS 2008 Guidance are implemented, management could result in a reduction in habitat quality around northern spotted owl sites and could lead to declines in survival, productivity, and overall fitness (DFW Eval. of Supplemental Information 2016). However, implementation of the Forest Practice Rules has generally resulted in the protection of northern spotted owl habitat at known owl territories throughout the range in California and has not resulted in any known take of individual northern spotted owls. Despite these protections, timber harvest may be a threat to northern spotted owl habitat in some cases due to inconsistent implementation and interpretation. Conversely, timber harvest may play a role in enhancing owl habitat when applied at appropriate scales and with retention of sufficient nesting and roosting habitat (DFW, 2016 Status Review; DFW Eval. of Supplemental Information 2016).

Wildfire and Salvage Logging

Wildfire and other natural disturbances have been the leading cause of habitat loss on federal land in the Northwest Forest Plan area and the leading cause of nesting and roosting habitat loss in California from 1993-2012. The majority of the nesting and roosting habitat lost from the California portion of the Northwest Forest Plan area has

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been attributed to wildfire, and most of that loss has occurred in the Klamath Province (DFW, 2016 Status Review).

The response of spotted owls to fire has been mixed. Occupancy by California spotted owls across a wide area in the Sierra Nevada has been observed to be similar in burned and unburned areas, at least in burn areas that experienced mixed-severity burns (DFW, 2016 Status Review). For high severity burn areas, there is some evidence of declines in occupancy (DFW, 2016 Status Review). Conversely, occupancy rates for northern spotted owls in southern Oregon declined following both mixed-severity and high severity fire events (DFW, 2016 Status Review). These occupancy declines resulted from both high territory extinction rates in burned areas and low colonization rates (DFW, 2016 Status Review). Northern spotted owls displaced by fire or occupying burned areas have also been shown to experience declines in survival rates (DFW, 2016 Status Review). Food limitation in burned areas may have been a contributing factor in these declines. Northern spotted owls in southern Oregon were also shown to avoid large areas of high severity burn or areas experiencing extensive salvage logging post-fire (DFW, 2016 Status Review).

Several variables complicate the interpretation of these studies, including variation in fire severity, fire size, fire history and pre-fire forest composition, post-fire salvage logging, and the timing and duration of research post-fire. Additionally, the key studies of northern spotted owl response to wildfires in southern Oregon were unable to separate the effects of severe burns from salvage logging, but observational studies and occupancy modeling conducted to date suggest that post-fire landscapes that are salvage logged experience declines in spotted owl occupancy (DFW, 2016 Status Review). The presence of snags has been suggested as an important component of prey habitat and as perch sites for foraging spotted owls (DFW, 2016 Status Review). Conditions that lead to increased prey availability, including increased shrub and herbaceous cover and number of snags, may be impacted by salvage logging (DFW, 2016 Status Review). The available information suggests that fires that burn at mixed severities or at small scales such that they create habitat heterogeneity without removing important nesting and roosting habitat components at the territory scale may benefit owls (DFW, 2016 Status Review). However, uncharacteristically severe fires that burn at large scales are likely to have negative effects by eliminating required nesting and roosting habitat or reducing prey populations in northern spotted owl territories (DFW, 2016 Status Review).

In recent decades, fires have become more frequent and average fire size has increased (DFW, 2016 Status Review). In some cases, fires have also burned at uncharacteristically high severities, especially during dry and hot conditions that support fire (DFW, 2016 Status Review). Because climate change will likely increase the likelihood of conditions that support more frequent, large, and severe fires which are

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destructive to northern spotted owl habitat, habitat loss due to wildfires will likely continue to present a risk to owls in the future (DFW, 2016 Status Review).

Climate Change Impacts to Forest Composition and Structure

Most climate projection models indicate elevational and latitudinal shifts in forest habitats in the coming century (DFW, 2016 Status Review). In climate projection scenarios specific to California, the most notable response to increased temperatures was a shift from conifer-dominated forests (e.g., Douglas fir-white fir) to mixed conifer-hardwood forests (e.g., Douglas fir-tan oak) in the northern half of the state. The models show an expansion of conifer forests into the northeast portion of the state (e.g., Modoc Plateau), and an increase in dominance of oak forest at the expense of pine forest, a general decrease in large trees and basal area, shifts of redwood forests inland into Douglas-fir-tan oak forests, and advancement of conifer-dominated forests (e.g., redwood and closed-cone pine forests) along the north-central coast (DFW, 2016 Status Review).

Climate change variables will likely increase the severity and frequency of wildfires within the northern spotted owl range, which would convert older, complex forests to young uniform stands of less suitable habitat (DFW, 2016 Status Review).

Although climate projection models have uncertainties built-in, it is apparent that forests within California will likely experience some level of elevational and latitudinal shifts, changes in species composition, and alterations in fire regimes (DFW, 2016 Status Review). The northern spotted owl relies heavily on specific forest structure components and tree species composition, and on associated prey habitat and abundance (DFW, 2016 Status Review). Implications of forest shifts and fire regime changes on owl habitat and demographic rates remains uncertain, and more research is needed to elucidate whether these patterns will lead to negative impacts to northern spotted owls.

Sudden Oak Death

Sudden oak death is an emerging plant disease caused by a non-native, fungus-like pathogen particularly impacting hardwoods (Davidson et al. 2003, Garbelotto et al. 2003, Goheen et al. 2006). The disease is expanding its distribution through a substantial portion of the northern spotted owl range in California (California Oak Mortality Task Force 2015). Its impact to northern spotted owl habitat includes large scale die-off of tanoaks and other affected hardwood species (e.g., live oak, California bay laurel), reduction of hardwood canopy closure, simplified canopy structure, and reduced primary prey species (i.e., woodrat) abundance (Rizzo and Garbelotto 2003, McPherson et al. 2006, Goheen et al. 2006, Tietje et al. 2006, Cobb et al. 2010, 2012).

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The impact of sudden oak death on oak-tanoak forests within northern spotted owl habitat will not likely subside in the future (Brown and Allen-Diaz 2006, Meentemeyer et al. 2010, 2011), with high risk areas noted in coastal forests of Santa Barbara County north through Humboldt County (Koch and Smith 2012). Ultimately, spread of sudden oak death will likely result in reduced nesting, roosting and foraging opportunities for northern spotted owls in most cases.

Marijuana Cultivation

Illegal and legal marijuana cultivation sites in remote forests on public and private land throughout California has been steadily increasing. Within the range of the northern spotted owl, Shasta, Tehama, Humboldt, Mendocino, and Trinity counties comprise the areas known for the most marijuana cultivation in California due to the remote and rugged nature of the land (making illegal cultivation difficult to detect), and habitat conditions favorable for growing marijuana (e.g., wetter climate, rich soils) (Gabriel et al. 2013, Thompson et al. 2013, National Drug Intelligence Center 2007, Bauer et al. 2015). Given the difficulties in detecting illegal marijuana cultivation sites and the lack of reporting for all legal cultivation sites, actual distribution and density of marijuana cultivation is likely larger and higher than current data suggests.

Activities associated with cultivation (e.g., removal of large trees, degradation of riparian habitat, use of rodenticides) may negatively impact northern spotted owl habitat, and in turn, owl fitness (e.g., survival, fecundity), although there is little data assessing this impact. Areas with higher prevalence of marijuana cultivation sites may also contain high numbers of northern spotted owl activity centers (National Drug Intelligence Center 2007). The level of impact likely depends on several factors, including the density of cultivation sites in proximity to owl activity centers and how much owl habitat is affected and to what extent.

IV. Final Determination by the Commission

The Commission has weighed and evaluated the information for and against designating the northern spotted owl as a threatened species under CESA. This information includes scientific and other general evidence in the Petition; the Department's Petition Evaluation Report; the Department's status review; the Department's supplemental report to respond to public comments, the Department's related recommendations; written and oral comments received from members of the public, the regulated community, various public agencies, and the scientific community; and other evidence included in the Commission's record of proceedings.

Based upon the evidence in the record the Commission has determined that the best scientific information available indicates that the continued existence of the northern spotted owl is in serious danger or threatened by predation, competition, present or

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threatened modifications or destruction of the species' habitat, , or other natural occurrences or human-related activities, where such factors are considered individually or in combination. (See generally Cal. Code Regs., tit. 14, § 670.1, subd. (i)(1)(A); Fish & G. Code, §§ 2062, 2067.) The Commission determines that there is sufficient scientific information to indicate that designating the northern spotted owl as a threatened species under CESA is warranted at this time and that with adoption and publication of these findings the northern spotted owl for purposes of its legal status under CESA and further proceedings under the California Administrative Procedure Act, shall be listed as threatened.

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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Letter from California Fish and Game
Commission

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter from California Fish and Game Commission, providing a Notice of Findings regarding the petition to list foothill-yellow-legged frog as threatened under the California Endangered Species Act. This notice was published in the California Regulatory Notice Register on July 7, 2017.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Scheereen Dedman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
CA F&GCommission Letter - Frog

History

Time	Who	Approval
7/11/2017 4:55 PM	County Administrative Office	Yes
7/11/2017 3:17 PM	County Counsel	Yes
7/11/2017 3:17 PM	Finance	Yes

Valerie Termini, Executive Director
1416 Ninth Street, Room 1320
Sacramento, CA 95814
(916) 653-4899
www.fgc.ca.gov

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Commissioners
Eric Sklar, President
Saint Helena
Jacque Hostler-Carmesin, Vice President
McKinleyville
Anthony C. Williams, Member
Huntington Beach
Russell E. Burns, Member
Napa
Peter S. Silva, Member
El Cajon

Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

July 3, 2017

TO ALL INTERESTED AND AFFECTED PARTIES:

This is to provide you with a Notice of Findings regarding the petition to list foothill-yellow-legged frog as threatened under the California Endangered Species Act. This notice will be published in the California Regulatory Notice Register on July 7 2017.

Sincerely,

A handwritten signature in cursive script that reads "Sheri Tiemann".

Sheri Tiemann
Associate Governmental Program Analyst

Attachment



Commissioners

Eric Sklar, President
Saint Helena

Jacque Hostler-Carmesin, Vice President
McKinleyville

Anthony C. Williams, Member
Huntington Beach

Russell E. Burns, Member
Napa

Peter S. Silva, Member
El Cajon

STATE OF CALIFORNIA
Edmund G. Brown Jr., Governor

Valerie Termini, Executive Director
1416 Ninth Street, Room 1320
Sacramento, CA 95814
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Fish and Game Commission



Wildlife Heritage and Conservation
Since 1870

CALIFORNIA FISH AND GAME COMMISSION NOTICE OF FINDINGS

Foothill Yellow-Legged Frog (*Rana boylei*)

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of Section 2074.2 of the Fish and Game Code, the California Fish and Game Commission (Commission), at its June 21, 2017, meeting in Smith River, California, accepted for consideration the petition submitted to list foothill yellow-legged frog as a threatened species. Pursuant to subdivision (e)(2) of Section 2074.2 of the Fish and Game Code, the Commission determined that the amount of information contained in the petition, when considered in light of the Department of Fish and Wildlife's (Department) written report, the comments received, and the remainder of the administrative record, would lead a reasonable person to conclude there is a substantial possibility the requested listing could occur.

Based on that finding and the acceptance of the petition, the Commission is also providing notice that the aforementioned species is a candidate species as defined by Section 2068 of the Fish and Game Code.

Within one year of the date of publication of this notice of findings, the Department shall submit a written report, pursuant to Section 2074.6 of the Fish and Game Code, indicating whether the petitioned action is warranted. Copies of the petition, as well as minutes of the June 21, 2017 Commission meeting, are on file and available for public review from the agency representative, Valerie Termini, Executive Director, Fish and Game Commission, 1416 Ninth Street, Room 1320, Sacramento, California 95814, phone (916) 653-4899. Written comments or data related to the petitioned action should be directed to the Commission at the aforementioned address.

Fish and Game Commission

June 27, 2017

Valerie Termini
Executive Director



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2017

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Letter from Cal OES re: California
Fire Assistance Agreement with the
Forest Service

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter from Cal OES, Governor's Office of Emergency Services, to Chief Tidwell of the United States Forest Service regarding failure to comply with the California Fire Assistance Agreement (CFAA).

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Scheereen Dedman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Letter to Chief Tidwell
CFAA Plan of Action

History

Time	Who	Approval
7/11/2017 9:21 AM	County Administrative Office	Yes
7/12/2017 2:21 PM	County Counsel	Yes
7/12/2017 4:56 PM	Finance	Yes



Plan of Action

June 7, 2010

On May 27, 2010, the undersigned executives of the USFS, CAL FIRE, Cal EMA, FIRESCOPE and the Association of Contract Counties (ACC) reaffirmed our commitment to the California emergency response system. To that end, we committed to issuing a signed, joint letter to the California fire system to reaffirm this commitment and lay out a plan of action for the 2010 fire season.

To address the current issues and to reach a mutually agreeable solution, we committed to the following:

- Issue a letter intended to reaffirm this commitment signed by our agencies by the week of June 7th.
- Focus on the administrative rate issue within both the CFAA and local cooperative agreements with the USFS. The goal is to develop an approved administrative rate methodology for use in CFAA and local cooperative agreements. A target date of January 1, 2011 is established for submittal to the CFAA Committee for review and approval.
 - Use the new USFS agreement template and CAL FIRE Op Plan tenets if possible and/or suggest alternatives;
 - Clearly define the rate methodology to build consistency among participants, while realizing individual values of each agency;
 - The proposed administrative rate must reflect actual, verifiable costs and follow federal audit standards.
 - Explore a maximum rate tied to an economic indicator where actual costs are unavailable.
- Explore the feasibility of one master agreement that combines the CFAA and local government agreements.
- Each agency shall identify members assigned to the working group consisting of one operational and one fiscal staff representative with the authority to act on behalf of their agency.
 - Representatives must share and seek feedback with their respective agency;
 - Working group representatives should be consistent in participation for continuity of dialogue;
 - Working group designates a spokesperson.

Proposed schedule:

- June 7 week, post "Letter to Fire Service" and agreement to this "Plan of Action"
- June 21, identify working group members
- July 14, working group to meet with the undersigned executives to receive goal direction
- July 15, working group meets and sets future meeting schedule.
- Monthly, working group provides progress reports to respective agencies.
- January 1, 2011, proposed methodology submitted to the Agreement Committee established within the CFAA for review and approval.
- January 11/12, 2011, report to FIRESCOPE Board of Directors.

The ACC volunteers to act as the facilitator/custodian of record unless another entity desires.

The undersigned executives agree to communicate and meet with each other as needed to facilitate this process.

Initial:

USFS

CAL FIRE

Cal EMA

FIRESCOPE

ACC



June 7, 2010

To the California Fire Service:


California has developed a model emergency response system to seamlessly utilize available federal, state and local government resources to protect the lives, property and natural resources of its people. However, due to heightened sensitivities concerning efficiency of services, fiscal propriety and accountability, the current administrative rate methodology contained in the California Fire Assistance Agreement (CFAA) and the proposed administrative rate for new or renewed local cooperative agreements between the USFS and local government fire agencies have become issues of contention this year.


To ensure that California continues to maintain its effective and efficient emergency response system, executive staff representing the USFS, CAL FIRE, Cal EMA, FIREScope, and the Association of Contract Counties met to reaffirm the need for a positive working relationship through open communication, and to develop a plan of action for the upcoming year.

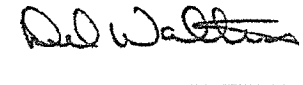
To address the current issues and reach a mutually agreeable solution, the group committed to the following:


- Extend the current CFAA administrative reimbursement rate through December 31, 2010.
- Extend or modify existing local cooperative agreements between the USFS and local government fire agencies to meet operational needs for the current year.
- Convene a working group to develop an approved administrative rate methodology for use in CFAA and all local cooperative agreements. The proposed methodology will be submitted to the Agreement Committee established within the CFAA for its review and approval by January 1, 2011.
- Explore the ability to standardize agreement language and consolidate cooperative agreements where possible prior to January 1, 2011 and conduct a training program for the California fire service.


We, the undersigned, are committed to resolving these issues and maintaining the positive working relationship throughout the fire service in California. The concerns of all fire agencies must be considered as we work through these issues. As this endeavor moves forward, progress updates will be posted on the FIREScope and CWCG websites. Only with the continued cooperation among all the federal, state and local partners will California's integrated fire response system maintain its ability to provide resources in a seamless, effective and efficient manner.


 RANDY MOORE
 Regional Forester
 USFS


 P. MICHAEL FREEMAN
 Chair
 FIREScope


 DEL WALTERS
 Director
 CAL FIRE


 BOB ROPER
 Chair
 Association of Contract Counties


 KIM ZAGARIS
 State Fire and Rescue Chief
 Cal EMA



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2017

Departments: Agricultural Commissioner

TIME REQUIRED 30 minutes (15 minute presentation;
15 minute discussion)

PERSONS APPEARING BEFORE THE BOARD Nathan Reade

SUBJECT 2016 Crop and Livestock Report

AGENDA DESCRIPTION:

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

Presentation of the 2016 Inyo/Mono Crop and Livestock report.

RECOMMENDED ACTION:

None (informational only). Provide any desired direction to staff.

FISCAL IMPACT:

None

CONTACT NAME: Helen Nunn

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

History

Time	Who	Approval
7/3/2017 5:57 AM	County Administrative Office	Yes
7/10/2017 5:55 PM	County Counsel	Yes
7/11/2017 2:38 PM	Finance	Yes



Counties of Inyo & Mono

Nathan D. Reade

Agricultural Commissioner

Director of Weights and Measures

207 W. South Street, Bishop, CA 93514

Telephone - (760) 873-7860 Fax - (760) 872-1610

Email - inyomonoag@gmail.com Web - www.inyomonoagriculture.com



Date: July 18, 2017

To: Honorable Board of Supervisors

From: Nathan D. Reade, Agricultural Commissioner

Subject: 2016 Crop and Livestock Report

Recommended Action:

None

Fiscal Impact

None

Discussion

Presentation of the 2016 Inyo/Mono Crop and Livestock report



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2017

Departments: Mono County Public Health

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Deb Diaz, Public Health Emergency
Preparedness Coordinator

SUBJECT 2017-2022 Public Health Emergency
Preparedness Contract Agreement
#17-10173

AGENDA DESCRIPTION:

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

Proposed contract with California Department of Public Health pertaining to FY 2017-2022 Public Health Emergency Preparedness Contract Agreement #17-10173.

RECOMMENDED ACTION:

Approve County entry into proposed contract and that the Board of Supervisors authorize the Chair's signature on the following documents: non-supplantation certification form CCC 04/2017, Certification: Contractor Certification Clauses DGS OLS 04 (Rev. 01/17). In addition, authorize the Health Officer's signature on STD 213 STANDARD AGREEMENT, Agreement Number 17-10173, between the California Department of Public Health and Mono County, for the term of July 1, 2017 through June 30, 2022, and any contract amendments for the five year contract period. Provide any desired direction to staff.

FISCAL IMPACT:

There is no impact to the County general fund. The revenue allocations for Mono County Public Health for FY 2017-18 total \$281,426, and \$1,407,130 for the 5-year contract period.

CONTACT NAME: Deb Diaz

PHONE/EMAIL: (760) 924-1829 / ddiaz@mono.ca.gov

SEND COPIES TO:

Deb Diaz, Sandra Pearce, and Dr. Richard Johnson

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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BOS Staff Report
STD213 STANDARD AGREEMENT, Agreement Number 17-10173

[NON-SUPLANTATION CERTIFICATION FORM](#)

[CCC 04/2017, CERTIFICATION: CONTRACTOR CERTIFICATION CLAUSES](#)

History

Time	Who	Approval
7/12/2017 6:07 AM	County Administrative Office	Yes
7/12/2017 4:36 PM	County Counsel	Yes
7/12/2017 4:53 PM	Finance	Yes



Mono County Public Health

Richard O. Johnson, M.D., MPH

Public Health Officer

Office: (760) 924-1828

drickjohn@gmail.com

24/7/365 Emergency Contact Number: (760) 914-0496

Sandra Pearce

Public Health Director

Office: (760) 924-1818

spearce@mono.ca.gov



Public Health
Prevent. Promote. Protect.

July 18, 2017

To: Honorable Board of Supervisors

From: Deb Diaz, Emergency Preparedness Coordinator

Subject: 2017-2022 Public Health Emergency Preparedness Contract Agreement

Recommended Action: The Board of Supervisors (1) Approve and authorize the Chair's signature on the **NON-SUPPLANTATION CERTIFICATION FORM** for the **AGREEMENT** outlined below; (2) authorize the Chair's signature on **CCC 04/2017, CERTIFICATION: CONTRACTOR CERTIFICATION CLAUSES** for the agreement outlined below; and (3), authorize the Chair's signature on **DGS OLS 04 (Rev. 01/17) CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT**) for the **AGREEMENT** outlined below, (4) authorize the Chair's signature on **Exhibit F: Federal Terms and Conditions, CERTIFICATION REGARDING LOBBYING** for the **AGREEMENT** outlined below, and (5), authorize the Health Officer's signature on **STD 213 STANDARD AGREEMENT, Agreement Number 17-10173, between the California Department of Public Health and Mono County, for the term of July 1, 2017 through June 30, 2022, and any contract amendments.**

Discussion: In October, 2003, the Board of Supervisors approved the first Public Health Preparedness and Response to Bioterrorism Plan for FY 2002/3 (minute order 02-219). This program has been funded ever since by Federal CDC (Centers for Disease Control and Prevention), ASPR (Assistant Secretary for Preparedness and Response), and the California State General Fund.

Although in the past there have been 3 separate annual agreements, in this next 5 year period from 7/1/2017 through 6/30/2022, there is a single agreement which covers all 3 funding streams, for a maximum total of \$1,407,130. Funding for this next Year 1 of the 5 year agreement is outlined below. Although lower than peak funding several years ago, the funding level for Year 1 is essentially unchanged from the past year 2016-17.

CDC Public Health Emergency Preparedness Program (PHEP) - \$107,374

ASPR Hospital Preparedness Program (HPP) - \$113,605

California General Fund Pandemic Influenza (PF) - \$60,447

This agreement provides funds for Public Health to address planning, preparedness, response, mitigation, and recovery for all hazards and events that potentially impact the health of the public and the integrity of our healthcare system.

Fiscal Impact/Budget Projections: The allocations for Mono County for FY 2017-18 total \$281,426, which is included in the county budget.

For questions about this item, please call Deb Diaz at [\(760\) 924-1829](tel:7609241829).

Submitted by: Deb Diaz

Deb Diaz, Emergency Preparedness Coordinator

Date: 6/30/17

REGISTRATION NUMBER	AGREEMENT NUMBER 17-10173
---------------------	------------------------------

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

STATE AGENCY'S NAME (Also referred to as CDPH or the State)
 California Department of Public Health

CONTRACTOR'S NAME (Also referred to as Contractor)
 Mono County

2. The term of this Agreement is: July 1, 2017 through June 30, 2022

3. The maximum amount of this Agreement is: \$ 1,407,130.00
 One Million Four Hundred Seven Thousand One Hundred Thirty Dollars and No Cents.

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

Exhibit A - Scope of Work	2 pages
Attachment 1, Local Scope of Work	22 pages
Exhibit B - Budget Detail and Payment Provisions	5 pages
Attachment 1, Local Budget Cost Sheet Years 1-5	1 page
Attachment 2, Payment Criteria	1 page
Exhibit C * - General Terms and Conditions	GTC 4/2017
Exhibit D - Special Terms and Conditions	16 pages
Exhibit E - Additional Provisions	4 pages
Exhibit F - Federal Terms and Conditions	10 pages
Exhibit G - Glossary of EPO Related Acronyms and Terms	11 pages
Exhibit H – Contractor’s Release	1 page

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

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



CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Mono County		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Richard O. Johnson, M.D., MPH		
ADDRESS P.O. Box 3329, 437 Old Mammoth Rd., Ste. Q, Mammoth Lakes, CA 93546		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Public Health		<input checked="" type="checkbox"/> Exempt per: HCS 101319
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Jeff Mapes, Chief, Contracts Management Unit		
ADDRESS 1616 Capitol Avenue, Suite 74.317, MS 1802, PO Box 997377 Sacramento, CA 95899-7377		

Exhibit A
Scope of Work

1. Background

This Agreement is made under authority of California Health and Safety Code, Sections 101315 to 101319. The State of California, Department of Public Health (“CDPH”) receives federal funds from the National Hospital Preparedness Program and Public Health Emergency Preparedness Cooperative Agreement Programs, CDC-RFA-TP17-1701, CFDA Number 93.074. The Legislature has appropriated the Federal funds to CDPH in the annual Budget Act for allocation by CDPH to the local health jurisdiction and/or local entity.

2. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein.

The Mono County Emergency Preparedness (EP) program will, based upon their local program priorities, develop and implement specific activities in accordance with the requirements of the Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness (PHEP) Capabilities, the Hospital Preparedness Program (HPP) Capabilities, and Pandemic Influenza (Pan Flu) Work Plans and the Local Grant Application Guidance (Guidance) for Financial Year (FY) 2017-22 by completing templates provided within the Guidance.

For all funding streams, see Attachment A 1: Scope of Work/Work Plan

3. Service Location

The services shall be performed at applicable facilities in **Mono County**.

4. Service Hours

The services shall be provided during normal Contractor working hours, Monday through Friday, excluding national and State holidays.

5. Services to be Performed

The services to be performed by the Contractor and activities specified in the Application, Work Plans and Budgets submitted to CDPH which are incorporated by reference herein.

6. Project Representatives

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

California Department of Public Health	Mono County
EPO Contract Manager Edmund Kwong Telephone: (916) 319-8190 Fax: (916) 650-6420 Email: Edmund.Kwong@cdph.ca.gov	Name: Richard O. Johnson Telephone: (760) 924-1828 Fax: (760) 924-1831 Email: rjohnson@mono.ca.gov

Exhibit A
Scope of Work

B. Direct all inquiries to:

California Department of Public Health	Mono County
Emergency Preparedness Office Attention: Local Emergency Preparedness Section MS 7002 P.O. Box 997377 Sacramento, CA 95899-7377 Telephone: (916) 650-6416 Fax: (916) 650-6420	Public Health Department POB 3329, 437 Old Mammoth Rd., Ste Q Mammoth Lakes, CA 93546 Telephone: (760) 924-1830 Fax: (760) 924-1831

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

7. Required Deliverables for Program Review and Evaluation

A. The Contractor will submit as deliverables to the Emergency Preparedness Office the following documents:

- 1) Contractor must submit semi-annual written progress reports and expenditure reports according to the schedule shown below. The purpose of the progress reports and expenditure reports are to document activities and expenditure of funds.

Midyear: July 1st - December 31st
Year-End: July 1st - June 30th

Due Date: January 31st, annually
Due Date: August 1st, annually

- 2) Each progress report shall include, but not be limited to, data and information required by statute (cost report and progress on program activities) and information needed to satisfy federal reporting and CDPH monitoring requirements; including, Performance Measures and other data as required in the federal funding announcement. The reports shall be submitted in accordance with procedures and a format required by CDPH.

8. Subcontracts Requirements

Subcontracts with other governmental agencies may be allowed with prior CDPH approval.

9. Work Plan Requirements

See the attached Exhibit A, Attachment 1 as follows for a detailed description of the services to be performed.

10. Local Work Plan and Budget Detail Requirements

Local Entities must have an approved annual Work Plan and detailed budget (based on the annual allocation amount as determined by CDPH) each grant year for the duration of this Agreement. no later than a date determined by CDPH in order to receive Q1 Advance Payment.

Exhibit A – Attachment 1
Mono County Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 1: Foundation for Health Care and Medical Readiness

Objective: Strengthen the ability of a community’s healthcare system to prepare, respond, and recover from incidents that have a public health and medical impact in the short and long term. The healthcare system role in community preparedness involves coordination with emergency management, public health, mental/behavioral health providers, community and faith-based partners, state, local, and territorial governments to do the following: 1) Provide and sustain a tiered, scalable, and flexible approach to attain needed disaster response and recovery capabilities while not jeopardizing services to individuals in the community; 2) Provide timely monitoring and management of resources; 3) Coordinate the allocation of emergency medical care resources; and 4) Provide timely and relevant information on the status of the incident and healthcare system to key stakeholders. Healthcare system preparedness is achieved through a continuous cycle of planning, organizing and equipping, training, exercises, evaluations and corrective actions.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Objective 1: Establish and operationalize a health care coalition <input checked="" type="checkbox"/> Objective 2: Identify risk and needs <input checked="" type="checkbox"/> Objective 3: Develop a health care coalition preparedness plan <input checked="" type="checkbox"/> Objective 4: Train and prepare the health care and medical workforce <input checked="" type="checkbox"/> Objective 5: Ensure preparedness is sustainable	7/1/17 – 6/30/22	<ol style="list-style-type: none"> 1. Define health care coalition boundaries 2. Identify health care coalition members 3. Establish health care coalition governance 4. Assess hazard vulnerabilities and risks 5. Assess regional health care resources 6. Prioritize resource gaps and mitigation strategies 7. Assess community planning for children, pregnant women, seniors, individuals with access and functional needs, including people with disabilities, and others with unique needs 8. Assess and identify regulatory compliance requirements 9. Promote role-appropriate National Incident Management System implementation 10. Educate and train on identified preparedness and response gaps 11. Plan and conduct coordinated exercises with health care coalition members and other response organizations 12. Align exercises with federal standards and facility regulatory and accreditation requirements 13. Evaluate exercises and responses to emergencies 14. Share leading practices and lessons learned 15. Promote the value of health care and medical readiness 16. Engage health care executives 17. Engage clinicians 18. Engage community leaders 19. Promote sustainability of health care coalitions

Exhibit A – Attachment 1
Mono County Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 2: Health Care and Medical Response Coordination

Objective: Collaborate with Emergency Management and other community partners, (public health, business, education and other partners) to develop efficient processes and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible. The focus is an effective and efficient return to normalcy or a new standard of normalcy for the provision of healthcare delivery to the community.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Objective 1: Develop and coordinate health care organization and health care coalition response plans <input checked="" type="checkbox"/> Objective 2: Utilize information sharing procedures and platforms <input checked="" type="checkbox"/> Objective 3: Coordinate response strategy, resources, and communications	7/1/17 – 6/30/22	<ol style="list-style-type: none"> 1. Develop a health care organization emergency operations plan 2. Develop a health care coalition response plan 3. Develop information sharing procedures 4. Identify information access and data protection procedures 5. Utilize communications systems and platforms 6. Identify and coordinate resource needs during an emergency 7. Coordinate incident action planning during an emergency 8. Communicate with health care providers, non-clinical staff, patients, and visitors during an emergency 9. Communicate with the public during an emergency

Exhibit A – Attachment 1
Mono County Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 3: Continuity of Health Care Service Delivery

Objective: Strengthen ability for healthcare organizations to engage with incident management at the Emergency Operations Center or with on-scene incident management during an incident to coordinate information and resource allocation for affected healthcare organizations. This is done through multi-agency coordination representing healthcare organizations or by integrating this coordination into plans and protocols that guide incident management to make the appropriate decisions. Coordination ensures that the healthcare organizations, incident management, and the public have relevant and timely information about the status and needs of the healthcare delivery system in the community. This enables healthcare organizations to coordinate their response with that of the community response and according to the framework of the National Incident Management System (NIMS).

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Objective 1: Identify essential functions for health care delivery <input checked="" type="checkbox"/> Objective 2: Plan for continuity of operations <input checked="" type="checkbox"/> Objective 3: Maintain access to non-personnel resources during an emergency <input checked="" type="checkbox"/> Objective 4: Develop strategies to protect health care information systems and networks <input checked="" type="checkbox"/> Objective 5: Protect responders' safety and health <input checked="" type="checkbox"/> Objective 6: Plan for and coordinate health care evacuation and relocation <input checked="" type="checkbox"/> Objective 7: Coordinate health care delivery system recovery	7/1/17 – 6/30/22	<ol style="list-style-type: none"> 1. Develop a health care organization continuity of operations plan 2. Develop a health care coalition continuity of operations plan 3. Continue administrative and finance functions 4. Plan for health care organization sheltering-in-place 5. Assess supply chain integrity 6. Assess and address equipment, supply, and pharmaceutical requirements 7. Distribute resources required to protect the health care workforce 8. Train and exercise to promote responders' safety and health 9. Develop health care worker resilience 10. Develop and implement evacuation and relocation plans 11. Develop and implement evacuation transportation plans 12. Plan for health care delivery system recovery 13. Assess health care delivery system recovery after an emergency 14. Facilitate recovery assistance and implementation

Exhibit A – Attachment 1
Mono County Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 4: Medical Surge

Objective: Coordinate with organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/behavioral health services for family members, responders, and survivors of an incident. Coordination also includes the proper and culturally sensitive storage of human remains during periods of increased deaths at healthcare organizations during an incident.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Objective 1: Plan for a medical surge <input checked="" type="checkbox"/> Objective 2: Respond to a medical surge	7/1/17 – 6/30/22	<ol style="list-style-type: none"> 1. Incorporate medical surge planning into a health care organization emergency operations plan 2. Incorporate medical surge into an emergency medical services emergency operations plan 3. Incorporate medical surge into a health care coalition response plan 4. Implement emergency department and inpatient medical surge response 5. Implement out-of-hospital medical surge response 6. Develop an alternate care system 7. Provide pediatric care during a medical surge response 8. Provide surge management during a chemical or radiation emergency event 9. Provide burn care during a medical surge response 10. Provide trauma care during a medical surge response 11. Respond to behavioral health needs during a medical surge response 12. Enhance infectious disease preparedness and surge response 13. Distribute medical countermeasures during medical surge response 14. Manage mass fatalities

Exhibit A – Attachment 1
Mono County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 1: Community Preparedness

Objective: The ability of communities to prepare for, withstand, and recover — in both the short and long terms — from public health incidents. By engaging and coordinating with emergency management, healthcare organizations (private and community-based), mental/behavioral health providers, community and faith-based partners, state, local, and territorial, public health’s role in community preparedness is to do the following: 1) Support the development of public health, medical, and mental/behavioral health systems that support recovery; 2) Participate in awareness training with community and faith-based partners on how to prevent, respond to, and recover from public health incidents; 3) Promote awareness of and access to medical and mental/behavioral health resources that help protect the community’s health and address the functional needs of at-risk individuals; 4) Engage public and private organizations in preparedness activities that represent the functional needs of at-risk individuals 5) Identify those populations that may be at higher risk for adverse health outcomes; and 6) Receive and/or integrate the health needs of populations who have been displaced due to incidents that have occurred in their own or distant communities.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Determine risks to the health of the jurisdiction <input checked="" type="checkbox"/> Function 2: Build community partnerships to support health preparedness <input checked="" type="checkbox"/> Function 3: Engage with community organizations to foster public health, medical, and mental/behavioral health social networks <input checked="" type="checkbox"/> Function 4: Coordinate training or guidance to ensure community engagement in preparedness efforts	7/1/17 – 6/30/22	<ol style="list-style-type: none"> 1. Maintain Public Health Emergency Preparedness Coordinator and staff trained in emergency preparedness outreach. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by California Department of Public Health (CDPH). 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
Mono County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 2: Community Recovery

Objective: Strengthen capability to collaborate with community partners (e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels, and improved levels where possible.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Identify and monitor public health, medical, and mental behavioral health system recovery needs <input checked="" type="checkbox"/> Function 2: Coordinate community public health, medical, and mental behavioral health system recovery operations <input checked="" type="checkbox"/> Function 3: Implement corrective actions to mitigate damages from future incidents	7/1/17 – 6/30/22	<ol style="list-style-type: none"> 1. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 2. Revise work plan as directed by CDPH. 3. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 4. Complete and submit specific deliverables (response plans, After-Action Reports/Improvement Plans, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 5. Submit annual performance measure data as required by the federal government. 6. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
Mono County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 3: Emergency Operations Coordination

Objective: Maintain Emergency operations coordination: the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices and with the National Incident Management System.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Function 1: Conduct preliminary assessment to determine need for public activation <input checked="" type="checkbox"/> Function 2: Activate public health emergency operations <input checked="" type="checkbox"/> Function 3: Develop incident response strategy <input checked="" type="checkbox"/> Function 4: Manage and sustain the public health response <input checked="" type="checkbox"/> Function 5: Demobilize and evaluate public health emergency operations 	<p>7/1/17 – 6/30/22</p>	<ol style="list-style-type: none"> 1. Maintain staff trained in emergency response activities. 2. Maintain or maintain access to emergency operations center for local public health and medical response with the health department or county. 3. Attend CDPH annual workshop, healthcare provider related workshops, Homeland Security, other approved emergency preparedness workshops, and CDC and ASPR sponsored workshops. 4. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 5. Revise work plan as directed by CDPH. 6. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 7. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules, emergency operations center maintenance and software) as described in approved work plan under each selected function for each budget year. 8. Submit annual performance measure data as required by the federal government. 9. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
Mono County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 4: Emergency Public Information and Warning

Objective: Maintain ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Activate the emergency public information system <input checked="" type="checkbox"/> Function 2: Determine the need for a joint public information system <input checked="" type="checkbox"/> Function 3: Establish and participate in information system operations <input checked="" type="checkbox"/> Function 4: Establish avenues for public interaction and information exchange <input checked="" type="checkbox"/> Function 5: Issue public information, alerts, warnings and notifications	7/1/17 – 6/30/22	<ol style="list-style-type: none"> 1. Maintain access to trained public information staff. 2. Attend training specific to the PIO function during an emergency response. 3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 4. Revise work plan as directed by CDPH. 5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 7. Submit annual performance measure data as required by the federal government. 8. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
Mono County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 5: Fatality Management

Objective: Coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Determine role for public health in fatality management <input checked="" type="checkbox"/> Function 2: Activate public health fatality management operations <input checked="" type="checkbox"/> Function 3: Assist in the collection and dissemination of antemortem data <input checked="" type="checkbox"/> Function 4: Participate in survivor mental/behavioral health services <input checked="" type="checkbox"/> Function 5: Participate in fatality processing and storage operations	7/1/17 – 6/30/22	<ol style="list-style-type: none"> 1. Maintain staff with expertise in data collection and dissemination. 2. Maintain partnership with local fatality management lead. 3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 4. Revise work plan as directed by CDPH. 5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 7. Submit annual performance measure data as required by the federal government.

Exhibit A – Attachment 1
Mono County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 6: Information Sharing

Objective: Maintain capability to conduct multi-jurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for, and in response to, events or incidents of public health significance.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Identify stakeholders to be incorporated into information flow <input checked="" type="checkbox"/> Function 2: Identify and develop rules and data elements for sharing <input checked="" type="checkbox"/> Function 3: Exchange information to determine a common operating picture	7/1/17 – 6/30/22	<ol style="list-style-type: none"> 1. Maintain Health Alert Network Administration functions (CAHAN or CAHAN Replacement system) 2. Maintain Epidemiologist or other staff with expertise in data collection and dissemination. 3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 4. Revise work plan as directed by CDPH. 5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules, software/system costs for information sharing/redundant communications) as described in approved work plan under each selected function for each budget year. 7. Submit annual performance measure data as required by the federal government. 8. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
Mono County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 7: Mass Care

Objective: Maintain ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that health needs continue to be met as the incident evolves.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Determine public health role in mass care operations <input checked="" type="checkbox"/> Function 2: Determine mass care needs of the impacted population <input checked="" type="checkbox"/> Function 3: Coordinate public health, medical, and mental/behavioral health services <input checked="" type="checkbox"/> Function 4: Monitor mass care population health	7/1/17 – 6/30/22	<ol style="list-style-type: none"> 1. Maintain partnership with local mass care lead. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
Mono County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 8: Medical Countermeasure Dispensing

Objective: Maintain ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, and any others needed.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Identify and initiate medical countermeasure (MCM) dispensing strategies <input checked="" type="checkbox"/> Function 2: Receive medical countermeasures <input checked="" type="checkbox"/> Function 3: Activate dispensing modalities <input checked="" type="checkbox"/> Function 4: Dispense medical countermeasures to identified population <input checked="" type="checkbox"/> Function 5: Report adverse events	7/1/17 – 6/30/22	<ol style="list-style-type: none"> 1. Maintain Public Health Emergency Preparedness Coordinator and staff trained in emergency response activities. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, Rand drills as required, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Meet annual MCM distribution requirements including inventory system drill and facility call down drill. 7. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
Mono County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 9: Medical Materiel Management and Distribution

Objective: Maintain ability to acquire, maintain (e.g., cold chain storage or other storage protocol) transport, distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, as necessary, after an incident.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Direct and activate medical materiel management and distribution <input checked="" type="checkbox"/> Function 2: Acquire medical materiel <input checked="" type="checkbox"/> Function 3: Maintain updated inventory management and reporting system <input checked="" type="checkbox"/> Function 4: Establish and maintain security <input checked="" type="checkbox"/> Function 5: Distribute medical materiel <input checked="" type="checkbox"/> Function 6: Recover medical materiel and demobilize distribution operations	7/1/17 – 6/30/22	<ol style="list-style-type: none"> 1. Purchase, store, and/or maintain medical supplies and equipment to ensue operational readiness to respond to a public health or medical emergency. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
Mono County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 10: Medical Surge

Objective: Maintain the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community, encompassing the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were comprised.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Assess the nature and scope of the incident <input checked="" type="checkbox"/> Function 2: Support activation of medical surge <input checked="" type="checkbox"/> Function 3: Support jurisdictional medical surge operations <input checked="" type="checkbox"/> Function 4: Support demobilization of medical surge operations	7/1/17 – 6/30/22	<ol style="list-style-type: none"> 1. Maintain partnership with County Hospital Preparedness Program to align activities and goals. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Purchase, store, and/or maintain medical supplies and equipment to ensure operational readiness to respond to a public health or medical emergency. 7. Submit annual performance measure data as required by the federal government. 8. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
Mono County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 11: Non-Pharmaceutical Interventions

Objective: Maintain ability to recommend to the applicable local lead agency (if not local public health) and implement, if applicable, strategies for disease, injury and exposure control. Strategies include: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Engage partners and identify factors that impact non-pharmaceutical interventions <input checked="" type="checkbox"/> Function 2: Determine non-pharmaceutical interventions <input checked="" type="checkbox"/> Function 3: Implement non-pharmaceutical interventions <input checked="" type="checkbox"/> Function 4: Monitor non-pharmaceutical interventions	7/1/17 – 6/30/22	<ol style="list-style-type: none"> 1. Maintain Public Health Emergency Preparedness Coordinator and staff trained in emergency response activities. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
Mono County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 12: Public Health Laboratory Testing

Objective: Maintain ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability support routine surveillance, including pre-event or pre-incident and post-exposure activities.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Manage laboratory activities <input checked="" type="checkbox"/> Function 2: Perform sample management <input checked="" type="checkbox"/> Function 3: Conduct testing and analysis for routine surge capacity <input checked="" type="checkbox"/> Function 4: Support public health investigations <input checked="" type="checkbox"/> Function 5: Report laboratory results	7/1/17 – 6/30/22	<ol style="list-style-type: none"> 1. Maintain Public Health Laboratory or access to Public Health Laboratory and maintain list of laboratory contacts. 2. Purchase and/or maintain laboratory supplies needed for a surge in laboratory testing including items such as reagents and other testing items. 3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 4. Revise work plan as directed by CDPH. 5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 7. Submit annual performance measure data as required by the federal government. 8. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
Mono County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 13: Public Health Surveillance and Epidemiological Investigation

Objective: Ensure ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Conduct public health surveillance and detection <input checked="" type="checkbox"/> Function 2: Conduct public health and epidemiological investigations <input checked="" type="checkbox"/> Function 3: Recommend, monitor, and analyze mitigation actions <input checked="" type="checkbox"/> Function 4: Improve public health surveillance and epidemiological investigation systems	7/1/17 – 6/30/22	<ol style="list-style-type: none"> 1. Maintain capacity for surveillance and epidemiological investigation. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
Mono County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 14: Responder Safety and Health

Objective: Maintain ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, as requested.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Identify responder safety and health risks <input checked="" type="checkbox"/> Function 2: Identify safety and personal protective needs <input checked="" type="checkbox"/> Function 3: Coordinate with partners to facilitate risk-specific safety and health training <input checked="" type="checkbox"/> Function 4: Monitor responder safety and health actions	7/1/17 – 6/30/22	<ol style="list-style-type: none"> 1. Develop procedures to ensure safety of public health workforce and purchase and maintain protective equipment for employees according to these procedures. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
Mono County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 15: Volunteer Management

Objective: The ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency’s response to incidents of public health significance.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Coordinate volunteers <input checked="" type="checkbox"/> Function 2: Notify volunteers <input checked="" type="checkbox"/> Function 3: Organize, assemble, and dispatch volunteers <input checked="" type="checkbox"/> Function 4: Demobilize volunteers	7/1/17 – 6/30/22	<ol style="list-style-type: none"> 1. Maintain local administrative functions to ensure operational readiness of the Disaster Healthcare Volunteers system. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
Mono County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 16: Program Management

Objective: Support public health emergency preparedness program activities including application, progress reporting, invoicing, fiscal monitoring, and coordination across multiple capabilities including alignment with Hospital Preparedness Program (HPP).

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Coordination across multiple Capabilities <input checked="" type="checkbox"/> Function 2: Fiscal Monitoring and Tracking <input checked="" type="checkbox"/> Function 3: Grants Management <input checked="" type="checkbox"/> Function 4: Reporting on Performance Measures	7/1/17 – 6/30/22	<ol style="list-style-type: none"> 1. Maintain local Public Health Emergency Preparedness Coordinator. 2. Support staff to prepare application, progress reports, fiscal reports, invoicing, performance measures and other data reporting. 3. Support program operations including office supplies and equipment, communications, laptops, cell phones, fax machines, satellite phones, and other forms of communication necessary for daily operations or emergency response.

Exhibit A – Attachment 1
Mono County Scope of Work
Pandemic Influenza Planning

Pandemic Influenza Capability 1: Planning and Preparedness Activities

Objective: The ability of communities to prepare for, withstand, and recover from public health incidents including a potential pandemic influenza. By engaging and coordinating with emergency management, healthcare organizations (private and community-based), mental/behavioral health providers, community and faith-based partners, state, local, and territorial, public health's role in preparing for, responding to, and recovering from a public health incident such as a pandemic influenza.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Function 1: Develop, maintain and/or strengthen local pandemic influenza emergency response plan <input checked="" type="checkbox"/> Function 2: Test pandemic influenza response in drills, exercises, and real events <input checked="" type="checkbox"/> Function 3: Engage public and private partners to ensure coordinated response efforts <input checked="" type="checkbox"/> Function 4: Maintain surveillance system for reporting severe and fatal cases of laboratory confirmed influenza as required by CDPH 	<p>7/1/17 – 6/30/22</p>	<ol style="list-style-type: none"> 1. Maintain Pandemic Influenza Coordinator and other trained staff needed to complete pandemic plans and testing of plans. 2. Maintain pandemic influenza operational response plans including plans for Government Authorized Alternate Care Sites. Purchase, store, and/or maintain supplies and equipment for operation of an alternate care site. 3. Hold mass vaccination clinics including the purchase of influenza or pneumococcal vaccine and other supplies for use in these clinics. Maintain capacity to store vaccine under refrigeration. 4. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. Revise work plan as directed by California Department of Public Health (CDPH). 5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 7. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
Mono County Scope of Work
Pandemic Influenza Planning

Pandemic Influenza Capability 16: Program Management

Objective: Support Pandemic Influenza planning and preparedness program activities including application, progress reporting, invoicing, fiscal monitoring, and coordination across multiple capabilities including alignment with Hospital Preparedness Program (HPP).

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<input checked="" type="checkbox"/> Function 1: Coordination across multiple Capabilities <input checked="" type="checkbox"/> Function 2: Fiscal Monitoring and Tracking <input checked="" type="checkbox"/> Function 3: Grants Management	7/1/17 – 6/30/22	<ol style="list-style-type: none"> 1. Maintain local Public Health Emergency Preparedness Coordinator. 2. Support staff to prepare application, progress reports, fiscal reports, invoicing, performance measures and other data reporting. 3. Support program operations including office supplies and equipment, communications, laptops, cell phones, fax machines, satellite phones, and other forms of communication necessary for daily operations or emergency response.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, CDPH agrees to compensate the Contractor for actual expenditures incurred in accordance with the amounts specified in Attachment 1, of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted electronically not more frequently than quarterly in arrears to:

California Department of Public Health
Emergency Preparedness Office
Attn: Local Management Unit
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377

- D. HPP, PHEP, PanFlu Invoices shall:
 - 1) Be prepared and submitted in the format determined by EPO. If invoices are not on produced template invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent actual expenses for the service performed under this agreement.
 - 2) Bear the Contractor's name as shown on the agreement.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

2. Amounts Payable

- A. The maximum amount payable under this agreement shall not exceed the total sum of \$1,407,130.00.

The amounts payable under this agreements for Financial Years 1 through 5 (July 1, 2017 through June 30, 2022) as identified by Attachment 1, of this Exhibit shall not exceed:

- 1. \$536,870.00, PHEP Funds.
 - 2. \$568,025.00, HPP Funds.
 - 3. \$302,235.00, Pandemic Influenza Funds.
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered, commensurate with the state fiscal year in which services are performed and/or goods are received.
- C. Reconciliation with the payments shall be through a semi-annual expenditure report and an annual reconciliation report. These reports shall be submitted in accordance with timelines, formats and specifications to be provided by CDPH. Expenditure reports and annual should be electronically sent to CDPH.

Exhibit B
Budget Detail and Payment Provisions

- D. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this Agreement.
- E. Contractor shall deposit funds received under this Agreement into separate accounts such that they can track and report on funds separately, and identify interest earned (according to Federal Regulation 2-CFR 200.305) from each funding stream of local public health preparedness for this purpose before transferring or expending the funds for any of the uses allowed pursuant to this Agreement. CDPH requires the Contractor to set up separate Federal Funds for CDC, HPP and Pan Flu funds.
- F. The interest earned on moneys in the accounts shall accrue to the benefit of the fund and shall be expended for the same purposes as other moneys in the fund.

3. Budget Contingency Clause

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

4. 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.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.
- B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the "**Contractor's Release (Exhibit H)**".

6. Expense Allowability / Fiscal Documentation

- A. Funds shall not be used to supplant funding for existing levels of services and shall only be used for the purposes specified in this Agreement.

Exhibit B
Budget Detail and Payment Provisions

- B. In executing this Agreement, Contractor agrees to comply with the terms and conditions of the Local Health Department and/or Local HCC Entity, the Local Grant Application Guidance for Financial Year's 2017-22, and the Work Plans and Budgets as approved by CDPH.
- C. Funds made available are limited to activities approved in the Work Plans and Budgets. Any changes to the Work Plans or Budgets need prior written approval from CDPH and funds may not be expended prior to such approval.
- D. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- E. Contractor shall maintain for review and audit, and supply to CDPH upon request adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
- F. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent, or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

7. Recovery of Overpayments

- A. Contractor agrees that claims based upon the term of this agreement or an audit finding, and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
 - 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule which is agreeable to both the State and the Contractor.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

8. Advance Payment Authority and Limitation

- A. Pursuant to Government Health and Safety Code Section 101317(d) Funds appropriated pursuant to the annual Budget Act or another act for allocation to local health jurisdictions

Exhibit B
Budget Detail and Payment Provisions

pursuant to this article shall be disbursed quarterly to local health jurisdictions beginning July 1, 2002, using the following process:

- 1) Each fiscal year, upon the submission of an application for funding by the administrative body of a local health jurisdiction, the department shall make the first quarterly payment to each eligible local health jurisdiction. Subsequent payments will be made pursuant to this Agreement or an amendment to this agreement, and those payments would not be advance payments, they would be quarterly allocations.
- 2) If the funding is increased by amendment in any year, CDPH may authorize subsequent advance payments on those amounts provided said cumulative advances do not exceed twenty-five percent (25%) of the Contractor's annual contract budget.

9. Travel and Per Diem Reimbursement

- A. Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR 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. No travel outside the state of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation. See CalHR website: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

10. Allowable Line Item Shifts

- A. Subject to the prior review and approval of the State, budget line item category shifts of up to ten percent (10%) are allowed, so long as the annual agreement total neither increases nor decreases.
- B. Line item shifts meeting this criteria shall not require a formal agreement amendment.
- C. The Contractor shall adhere to State requirements regarding the process requesting approval to line item shifts.
- D. Line item shifts may be proposed/requested by either the State or the Contractor.

11. Accountability Requirements

- A. CDPH may recoup funds that are not expended for purposes and tasks specified or authorized by this Agreement, as determined by CDPH. CDPH will notify Contractor prior to taking any action to recoup such funds.
- B. CDPH may withhold payments if the Contractor is not in compliance with the terms and conditions of this Agreement or the approved Application, Work Plans and Budgets. CDPH may withhold payments if the Contractor cannot demonstrate progress toward protecting the jurisdiction from the threat of a bioterrorist attack, infectious disease outbreak or other public health threat or emergency as described in its progress and expenditure reports. CDPH may withhold or reduce payments if the Contractor's expenditure reports indicate that quarterly payments remain unspent. CDPH will notify the Contractor prior to withholding or reducing such payments.

Exhibit B
Budget Detail and Payment Provisions

- C. Contractor shall return unexpended funds unless carry forward or extension of such funds is approved by CDPH in accordance with Federal requirements.
- D. Contractor shall maintain the supporting documentation that substantiates all expenditure reports for a minimum of seven years and make them available for inspection and audit by CDPH or the Bureau of State Audits upon reasonable request.

Exhibit B - Attachment 1
 Mono County Budget Cost Sheet Years 1-5

Mono County
 17-10173

PERSONNEL	SALARY RANGE	PHEP BUDGET YEARS 1-5	HPP BUDGET YEARS 1-5	PANFLU BUDGET YEARS 1-5	TOTAL BUDGETS Years 1-5
Public Health Officer	\$ 13,790.00 - \$ 13,826.00				
Emergency Preparedness Manager	\$ 4,741.00 - \$ 6,137.00				
Fiscal & Technical Specialist IV	\$ 3,988.00 - \$ 5,162.00				
TOTAL PERSONNEL COST (salary/fringe)		\$ 428,235	\$ 434,145	\$ 205,005	\$ 1,067,385
OPERATING COST					
Office Supplies, exercise material and supplies, communication, lap tops					
TOTAL OPERATING COST		\$ -	\$ 16,950	\$ 32,890	\$ 49,840
TRAVEL					
In-State					
Out-of-State					
TOTAL TRAVEL COST		\$ -	\$ 4,919	\$ 13,090	\$ 18,009
MAJOR EQUIPMENT					
Trailer, generator, lab equipment					
TOTAL EQUIPMENT		\$ -	\$ -	\$ -	\$ -
OTHER COSTS					
Software/licenses, training, exercise material and maintenance agreements					
TOTAL OTHER COST		\$ 1,575	\$ 3,475	\$ -	\$ 5,050
SUBCONTRACTS					
TOTAL SUBCONTRACTS		\$ -	\$ -	\$ -	\$ -
INDIRECT		\$ 107,060	\$ 108,536	\$ 51,250	\$ 266,846
TOTAL BUDGET		\$ 536,870	\$ 568,025	\$ 302,235	\$ 1,407,130

**Exhibit B - Attachment 2
Payment Criteria**

**2017-22 CDC Public Health Emergency Preparedness (PHEP), HHS Hospital Preparedness Program (HPP) Funding (CFDA# 93.074) and Pandemic Influenza Fund
2017-22 Allocation Agreement**

		HPP, PHEP (Base, Cities Readiness Initiative (CRI), Lab (including Lab Trainee, and Lab Training Assistance)), and Pandemic Influenza Funds
1st Quarter Payment	Criteria	<p>CDPH must receive the following:</p> <ul style="list-style-type: none"> Fully executed Contract (Year 1 only). Receipt of all required application documents. Approved HPP, PHEP, and Pan Flu Work Plan(s), as it applies. Approved HPP, PHEP, and Pan Flu Budget(s), as it applies.
	Payment	Annual advance payment of 25% of initial HPP, PHEP, and/or Pan Flu Fund allocation.
2nd Quarter Payment	Criteria	<p>CDPH must receive the following:</p> <ul style="list-style-type: none"> 1st Quarter Payment Criteria must be met. Annual submission of prior year's HPP, PHEP, and/or Pan Flu Year End Progress and Expenditure Reports. Contractor submits an invoice for approvable expenditures for a minimum of 25% of their initial allocation enough to cover the Q1 advance payment.
	Payment	<p>Receipt of an invoice equivalent to the Q1 advance payment, is a no payment.</p> <p>Any expenditures exceeding the Q1 advance payment will be paid from funds expiring at the end of each fiscal year, in the appropriate category, first.</p>
3rd Quarter Payment	Criteria	<ul style="list-style-type: none"> 1st & 2nd Payment Criteria must be met. Annual receipt of current year's HPP, PHEP, and/or Pan Flu Mid-Year reports. If funds are carried over from the previous year, the funds must be spent by a date determined by CDPH. Contractor Submits an invoice for approvable expenditures.
	Payment	Additional expenditures will be paid from funds expiring at the end of each fiscal year, in the appropriate category, first.
4th Quarter Payment	Criteria	<ul style="list-style-type: none"> 1st, 2nd & 3rd Payment Criteria must be met. Contractor Submits an invoice for approvable expenditures. Expenditures occurring on or by the end of each fiscal year (June 30), must be invoiced and submitted on the date determined by CDPH.
	Payment	Additional expenditures will be paid from funds expiring at the end of each fiscal year, in the appropriate category, first.
Carry-Forward Payment(s)	Criteria	<ul style="list-style-type: none"> Carry-Forward funds must be expended by March 31, annually. Invoices for carry-forward funds must be submitted to EPO by April 30, annually.

Exhibit D
Special Terms and Conditions

(For Subvention/Local Assistance Agreements)

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Procurement Rules	11. Officials Not to Benefit
2. Equipment Ownership / Inventory / Disposition	12. Prohibited Use of State Funds for Software
3. Subcontract Requirements	13. Contract Uniformity (Fringe Benefit Allowability)
4. Income Restrictions	14. Cancellation
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Exhibit D
Special Terms and Conditions

1. Procurement Rules

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

a. Equipment definitions

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

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

b. Government and public entities (including state colleges/universities and auxiliary organizations), whether acting as a contractor, 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 g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. Nonprofit organizations and commercial businesses, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

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

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

- (2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

- (a) Maintain a code or standard of conduct that shall govern the performance of its officers,

Exhibit D
Special Terms and Conditions

employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

- (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** \$2,500 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor 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 at any time.
- g. For all purchases, the Contractor 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 for inspection or audit.

2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state)

- a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are

Exhibit D
Special Terms and Conditions

purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

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

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

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

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

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

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

- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this

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Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

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

g. **Motor Vehicles**

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

- (1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, **the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner.** The Contractor shall only use said vehicles for the performance under the terms of this Agreement.
- (3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, 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 possession:

Automobile Liability Insurance

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

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- (c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor 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, 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.
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. 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 exceeding \$2,500 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

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- (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$2,500 are subject to the prior review and written approval of CDPH.
 - d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
 - e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
 - f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
 - g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.
 - h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"*(Subcontractor Name)* agrees to maintain and preserve, until three years after termination of *(Agreement Number)* and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

4. Income Restrictions

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

5. 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 services performed.

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6. Intellectual Property Rights

a. Ownership

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

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CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

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

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2014, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials

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and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

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

e. Third-Party Intellectual Property

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

f. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of

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any interest in and to real estate, sites, locations, property or props that may be used or shown.

- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

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

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is

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functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

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

h. Survival

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

7. Prior Approval of Training Seminars, Workshops or Conferences

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

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

- a. 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. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH 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.

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- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. 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.

10. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the

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regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH 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.

11. 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.

12. Prohibited Use of State Funds for Software

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.

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.

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- (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 section f (3)(a) below 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).

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

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

14. Cancellation

- A. This agreement may be cancelled by CDPH **without cause** upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

- A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.
- 1) 2017-18 Federal Guidance Documents:
 - CFDA Number 93.074 – National Hospital Preparedness Program and Public Health Emergency Preparedness Cooperative Agreement Programs.
 - 2) Federal Public Health Preparedness Capabilities: National Standards for State and Local Planning.
 - 3) Federal Healthcare Preparedness Capabilities: National Guidance for Healthcare System Preparedness.
 - 4) CDPH Health Administrative Manual Section 5-1000
 - 5) CDPH Local Grant Application Guidance and all appendices and attachments annually sent to Local Health Departments and/or Local HCC Entities for CDC PHEP, State General Fund Pandemic Influenza, and/or HPP Program Funds.
 - 6) Local Health Departments and/or Local HCC Entity's Public Health Emergency Preparedness Allocation Agreement Application, Work Plans, and Budgets and all attachments (refer to the CDPH Guidance to Local Health Departments and/or Local HCC Entities for all attachments).

2. Insurance Requirements

A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.

Exhibit E
Additional Provisions

- 5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor’s obligations under the Agreement.
- 8) Use of Subcontractors - In the case of Contractor’s utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor’s insurance or supply evidence of the Subcontractor’s insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor’s limit of liability. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 2) Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker’s Compensation and Employer’s Liability (when required) – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer’s liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

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Additional Provisions

- 4) Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy’s retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 5) Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor’s liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 6) Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, “The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit F
Federal Terms and Conditions

(For Federally Funded Subvention/Local Assistance Agreement)

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.

This Exhibit contains provisions that require strict adherence to various contracting laws and shall be used for agreement funded in whole or in part by Federal Funds.

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Federal Requirements
8. Air and Water Pollution Requirments
9. Smoke-Free Workplace Certification
10. Use of Small, Minority Owned and Women's Businesses
11. Human Subjects Use Requirements
12. Financial and Compliance Audit Requirements
13. Audit and Record Retention

Exhibit F
Federal Terms and Conditions

1. Federal Contract Funds

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

2. Federal Equal Opportunity Requirements

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

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Federal Terms and Conditions

- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

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Federal Terms and Conditions

- (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Contract Manager.
 - d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 - e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

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

5. 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

Exhibit F
Federal Terms and Conditions

- (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

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

6. **Additional Restrictions**

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

7. **Federal Requirements**

Contractor agrees to comply with and shall require all subcontractors, if any, to comply with all applicable

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Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

8. Air or Water Pollution Requirements

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

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

9. Smoke-Free Workplace Certification

(Applicable to agreements 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 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 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.

10. Use of Small, Minority Owned and Women's 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.

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Federal Terms and Conditions

- (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.

11. Human Subjects Use Requirements

(Applicable only to agreements that include 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.

12. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontractor agrees to abide by all requirements specified in 2 CFR 200 *et seq.*, 2 CFR *et seq.*, as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

- 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 in 2CFR Part 200) 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 2CFR Part 200. 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:

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

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

13. Audit and Record Retention

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

- a. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures

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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 facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor 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 shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

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**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING**

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractor's, subcontracts, and contracts under 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 Number	Signature of Person Signing for Contractor
_____	_____
Date	Title

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

California Department of Public Health

Exhibit F
Federal Terms and Conditions

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. 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>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

Exhibit F
Federal Terms and Conditions

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

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

Exhibit G

Glossary of EPO Related Acronyms and Terms

ACS: Alternate Care Site

Agency: A division of government with a specific function. In the Incident Command System, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

Agency Representative: A representative of any agency that provides resources or personnel in support of an incident. The Agency Representative is assigned to the Liaison Officer at the Incident Command Post or Emergency Operations Center and provides representation for their agency and assigned staff and/or resources.

All-Hazards: Any incident, natural or manmade, that warrants action to protect life, property, environment, public health or safety, and minimize disruptions of government, social, or economic activities.

Ambulance Strike Team (AST): Ambulance Strike Teams are positioned throughout the State to support local emergency medical service response, including medical transportation. There are both pre-designated and undesignated ASTs in California. Pre-designated ASTs are under contract with EMSA and consist of 5 ambulances and 1 Disaster Medical Support Unit (DMSU) that provides enhanced communication ability and supplies to support field deployment, including medical supplies and provisions for AST personnel. Use of the DMSUs and a requirement to provide ASTs is by contract with EMSA. Undesignated ASTs are organized at the local level and are not under contract with EMSA, although they may respond to requests from EMSA in times of need.

Assessment: The evaluation and interpretation of measurements and other information to provide a basis for decision making.

Assistance-by-Hire: Assistance-by-hire resources are those elements of personnel and equipment which are provided through specific arrangements not associated with mutual aid.

AST: Ambulance Strike Team

CA-EF: California Emergency Function

CA-EF8: California Emergency Function 8 (Public Health and Medical)

CAHAN: California Health Alert Network

Cal OES: California Office of Emergency Services

Cal EPA: California Environmental Protection Agency

California Department of Public Health (CDPH): The California Department of Public Health is dedicated to optimizing the health and well-being of the people in California and is the lead State agency for coordinating State-level support for public health and/or environmental health incidents. CDPH's responsibilities include the following: administers and coordinates disaster-related public health programs and assesses hazards to the public's health; assists local public health departments and local environmental health departments in conducting public health functions.; coordinates with local health departments to conduct surveillance of infectious diseases in a disaster area and determines appropriate actions to be taken to prevent and control disease outbreaks; provides

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epidemiological and laboratory support through State and local public health and clinical laboratories and cooperating federal health and environmental laboratories; collects and analyzes data and reports information for public health emergency planning and response; assesses health, safety, emergency preparedness and response plans for healthcare facilities; ensures the safety of drinking water supplies; assesses potential health effects, recommends protective measures and drafts measures to protect the public from chemical, biological, radiological and nuclear incidents; obtains and provides medical supplies and pharmaceuticals following a disaster; and assesses health, safety, emergency preparedness and response plans for health care facilities that the department regulates.

California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA): An agreement entered into by and between the State of California, its various departments and agencies and the various political subdivisions, municipal corporations and public agencies of the State of California to assist each other by providing resources during an emergency. Mutual Aid occurs when two or more parties agree to furnish resources and facilities and to render services to each other in response to any type of disaster or emergency.

California Emergency Function (CA-EF): The CA-EFs are a grouping of State agencies, departments and other stakeholders with similar functional activities/responsibilities whose responsibilities lend to improving the State's ability to collaboratively prepare for, effectively mitigate, cohesively respond to and rapidly recover from any emergency. CA-EFs unify a broad-spectrum of stakeholders with various capabilities, resources and authorities to improve collaboration and coordination for a particular discipline.

California Emergency Function 8 (CA-EF8): CA-EF8, Public Health and Medical, coordinates public health and medical activities and services statewide in support of local jurisdiction resource needs for preparedness, response and recovery from emergencies and disasters. The California Health and Human Services Agency is the lead agency for CA-EF8.

California Emergency Management Agency (Cal EMA): Cal EMA is responsible the coordination of overall State agency response to major disasters in support of local government. The Agency is responsible for assuring the State's readiness to respond to and recover from all hazards – natural, manmade, war-caused emergencies and disasters – and for assisting local governments in their emergency preparedness, response, recovery and hazard mitigation efforts.

California Emergency Services Act (ESA): An act within the California Government Code to insure that preparations within the State will be adequate to deal with natural, man-made, or war caused emergencies which result in conditions of disaster or in extreme peril to life, property and the natural resources of the State and generally to protect the health and safety and preserve the lives and property of the people of the State.

California Medical Assistance Teams (CAL-MATs): California Medical Assistance Teams (CAL-MATs) are deployable teams that support specialized health response needs such as disaster triage sites, clinics, medical shelters and hospitals including EMSA's three 200-bed Mobile Field Hospitals. EMSA maintains oversight of warehouse operations and cache management including vehicles, equipment and supplies, and coordinates team formation and response. The size of the team is determined by the medical mission.

CAL-MAT: California Medical Assistance Teams

Caltrans: California Department of Transportation

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Glossary of EPO Related Acronyms and Terms

CCLHO: California Conference of Local Health Officers

CDC: United States Centers for Disease Control and Prevention

CDHOM: California Disaster Health Operations Manual

CDMOM: California Disaster Medical Operations Manual

CDPH: California Department of Public Health

CEH: CDPH Center for Environmental Health

CHP: California Highway Patrol

CID: CDPH Center for Infectious Disease

CHHS: California Health and Human Services Agency

CMS: Centers for Medicare and Medicaid Services

CSWC: California State Warning Center

CUPA: Certified Unified Program Agency

DCDC: CDPH Division of Communicable Disease Control

DWRLB: Drinking Water and Radiation Laboratory Branch

DEODC: CDPH Division of Environmental and Occupational Disease Control

DOC: Department Operations Center

Demobilization: The orderly, safe, and efficient return of an incident resource to its original location and status.

Department Operations Center (DOC): An Emergency Operations Center specific to a single department or agency. The focus is on internal agency incident management and response. DOCs are usually linked to, and in most cases are physically represented within, a combined agency EOC through authorized representatives for the department or agency.

DFDRS: CDPH Division of Food, Drug and Radiation Safety

DHCS: Department of Health Care Services

DHS: United States Department of Homeland Security

DHV: Disaster Health Care Volunteers

Disaster: A sudden calamitous event bringing great damage loss or destruction. See Major Disaster.

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Disaster Healthcare Volunteers (DHV): DHV is a secure, web-based system that registers and credentials health professionals who may wish to volunteer during a disaster, including doctors, nurses, paramedics, pharmacists, dentists, mental health practitioners, etc. DHV may be locally accessed by all 58 counties and 43 Medical Reserve Corps Units to support a variety of local needs, including augmenting medical staff at HCFs or supporting mass vaccination clinics. EMSA administers the system, coordinates statewide recruitment efforts and ongoing training opportunities. DHV is California's Emergency System for the Advance Registration of Volunteer Health Professionals (ESAR-VHP).

DMAT: Disaster Medical Assistance Team

DMORT: Disaster Mortuary Operational Response Team

Emergency: Any incident, whether natural or manmade, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

Emergency Assistance Agreements: Written or oral agreements between and among public and private agencies and organizations that provide a mechanism to quickly obtain emergency assistance in the form of personnel, equipment, materials, and other associated services. The primary objective is to facilitate the rapid, short-term deployment of emergency support prior to, during, and/or after an incident. Such agreements often describe the circumstances, conditions, limitations, and provisions for reimbursement of costs related to the provision of assistance. Sometimes called day-to-day agreements, such arrangements may supplement resources whenever demand exceeds the available supply of the needed resource. Pre-established emergency assistance agreements are distinct from "mutual aid" provided under the California Civil Defense Master Mutual Aid Agreement (MMAA).

Emergency Management Assistance Compact (EMAC): A congressionally ratified organization that provides form and structure to interstate mutual aid. Through EMAC, a disaster-affected state can request and receive assistance from other member states quickly and efficiently, resolving two key issues upfront: liability and reimbursement.

Emergency Medical Services Authority (EMSA): EMSA has been designated as the lead agency for coordinating disaster medical services in California. It is responsible for coordinating the prompt delivery of disaster medical resources to local governments in support of their disaster medical response. This includes the acquisition of personnel and medical supplies and materials from unaffected regions of the State to meet the needs of affected counties. EMSA also facilitates the evacuation of injured disaster victims to hospitals in areas/regions not impacted by the disaster.

Emergency Operations Center (EOC): The physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., Federal, State, regional, tribal, city, county), or some combination thereof.

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Emergency Operations Plan (EOP): The ongoing plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards.

Emergency System Activation: When an Operational Area activates any aspect of its Medical and Health Disaster Plan or when an incident leads to activation of Department Operations Centers (DOCs) and/or Emergency Operation Centers (EOCs).

Evacuation: Organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.

Firefighting Resources of California Organized for Potential Emergencies (FIREScope).

FIREScope was originally developed to improve the capability of firefighting agencies in southern California in allocating and managing fire suppression resources. The current mission of FIREScope is to provide recommendations and technical assistance to Cal EMA to provide a statewide program for California that unifies federal, State and local fire agencies into a single fire response system.

Function: Function refers to the five major activities in ICS: Command, Operations, Planning, Logistics, and Finance/Administration. The same five functions are also found at all SEMS EOC Levels. At the EOC, the term Management replaces Command. The term function is also used when describing the activity involved, e.g., the planning function. A sixth function, Intelligence/Investigations, may be established, if required, to meet emergency management needs.

Hazard: Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

Hazardous Material: Any material that because of its quantity, concentration, physical or chemical characteristics poses a significant present or threatened hazard to human health and safety or to the environment if released into the workplace or the environment (Health and Safety Code §25501). An umbrella term that includes but is not limited to hazardous materials; hazardous wastes; oil; petroleum products; radioactive materials; radioactive wastes; mixed wastes (combination of radioactive and chemical); biological agents; sewage and infectious wastes; industrial and agricultural chemicals (pesticides, herbicides, fungicides, etc.); explosives; air contaminants and marine pollutants.

Incident: An occurrence or event, natural or man-made, that requires a response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, civil unrest, wild-land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, tsunamis, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

Incident Command Post (ICP): The field location where primary response functions are performed. The ICP may be co-located with the incident base or other incident facilities.

Incident Command System (ICS): A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

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Medical and Health Coordination Center (MHCC): The MHCC is the co-located Emergency Operations Center for CDPH, DHCS and EMSA. The role of the MHCC includes the following core functions: coordination; communications; resource allocation and tracking; and information collection, analysis and dissemination.

Jurisdiction: A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g., Federal, State, tribal, and local boundary lines) or functional (e.g., law enforcement, public health).

Jurisdictional Agency: The agency having jurisdiction and responsibility for a specific geographical area, or a mandated function.

Liaison Officer: A member of the Command Staff (management staff at EOC) responsible for coordinating with representatives from cooperating and assisting agencies/organizations. The Liaison Officer coordinates the initial entry of Agency Representatives into the EOC and provides guidance and support as required.

Local Emergency Medical Services Agency (LEMSA): The agency, department, or office having primary responsibility for administration of emergency medical services in a county or multiple counties, including disaster medical preparedness and response.

Local Environmental Health Department (EHD): The agency, department, or office having primary responsibility for administration of environmental health services in a county or counties.

Local Government: A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a non-profit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal entity, or in Alaska a Native village or Alaska Regional Native Corporation; a rural community, unincorporated town or village, or other public entity.

Local Health Department (LHD): The agency, department, or office having primary responsibility for administration of public health services in a county or city.

Local Health Officer (LHO): City and county health officers are authorized by the Health and Safety Code to take any preventive measure necessary to protect and preserve the public health from any public health hazard during a local emergency or State of Emergency within their jurisdiction. Preventive measures include abatement, correction, removal, or any other protective steps which may be taken against any public health hazard that is caused by a disaster and affects public health. The local health officer may proclaim a local emergency if he or she has been specifically designated to do so by ordinance adopted by the governing body of the jurisdiction (H&S Code, Section 101310). When a health emergency has been declared by a local health officer or board of supervisors, the local health officer has supervision and control over all environmental health and sanitation programs and personnel employed by the county during the State of Emergency.

Logistics: Providing resources and other services to support incident management.

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Major Disaster: Any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion in any part of the United States that, in the determination of the President, causes damage of sufficient severity and magnitude to warrant major disaster assistance under the Stafford Act to supplement the efforts and available resources of states, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Medical Health Operational Area Coordinator (MHOAC): See Health and Safety Code §1797.153 (Appendix A).

Medical Health Operational Area Coordination (MHOAC) Program: A comprehensive program under the direction of the MHOAC that supports the 17 functions outlined in Health and Safety Code §1797.153.

Mission Support Team (MSTs): MSTs provide logistical support to deployed mobile medical assets maintained by EMSA, (e.g., California Medical Assistance Teams, Mobile Field Hospitals, Ambulance Strike Teams, etc.), and also provide coordination between the requesting local jurisdiction and the deployed asset(s). Coordinated by EMSA, MSTs may consist of State, local government, and/or private sector personnel. The size of the MST is determined by the medical mission.

Mitigation: Provides a critical foundation in the effort to reduce the loss of life and property from natural and/or manmade disasters by avoiding or lessening the impact of a disaster and providing value to the public by creating safer communities. Mitigation seeks to fix the cycle of disaster damage, reconstruction, and repeated damage. These activities or actions, in most cases, will have a long-term sustained effect.

Mobile Field Hospitals (MFHs): In addition to local and federal MFHs, EMSA maintains three MFHs to assist with medical care during a disaster that impacts the operational status of the health care system. Each of EMSA's 200-bed MFH is a vendor-managed turnkey acute care hospital that provides basic emergency, surgical, intensive care unit, radiography and laboratory services and can be ready to receive patients within 72 hours of deployment.

Mobilization: The process and procedures for activating, assembling, and transporting the resources that have been requested to respond to or support an incident.

Mobilization Center: An off-emergency location where emergency services personnel, equipment and supplies may be temporarily located, pending assignment to the emergency, release, or reassignment.

Multi-Agency Coordination System (MAC System): A MAC System that provides the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration, and information coordination. A MAC System includes facilities, equipment, personnel, procedures, and communications. Two of the most commonly used elements are EOCs and MAC Groups, which assist agencies and organizations responding to an incident. MAC Groups typically consist of administrators/executives, or their appointed representatives, who are authorized to commit agency resources and funds.

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Mutual Aid Coordinator: An individual at local government, Operational Area, Region or State Level that is responsible to coordinate the process of requesting, obtaining, processing and using mutual aid resources. Mutual Aid Coordinator duties will vary depending upon the mutual aid system.

Mutual Aid Region: A mutual aid region is a subdivision of the State established to assist in the coordination of mutual aid and other emergency operations within a geographical area of the State, consisting of two or more Operational Areas.

National Disaster Medical System (NDMS): A federal medical response system that supplements state and local emergency resources during disasters or major emergencies. NDMS may be activated in response to a presidential disaster declaration or a state request for major medical assistance.

National Incident Management System (NIMS): Provides a systematic, proactive approach guiding government agencies at all levels, the private sector, and nongovernmental organizations to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life or property and harm to the environment.

Non-Governmental Organization (NGO): An entity with an association that is based on the interests of its members, individuals, or institutions. It is not created by a government, but it may work cooperatively with the government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

Operational Area (OA): An intermediate level of the State of California emergency organization, consisting of a county and all political subdivisions within the geographical boundaries of the county.

Operational Period: The time scheduled for executing a given set of operation actions, as specified in the Incident Action Plan. Operational periods can be of various lengths, although usually they last 12-24 hours.

Political Subdivision: Includes any city, city and county, county, tax or assessment district, or other legally authorized local governmental entity with jurisdictional boundaries.

Preparedness: A continuous cycle of planning, organizing, training, equipping, exercising, evaluating, and taking corrective action in an effort to ensure effective coordination during incident response. Within NIMS, preparedness focuses on the following elements: planning, procedures and protocols, training and exercises, personnel qualification and certification, and equipment certification.

Private Sector: Organizations/entities that are not part of the governmental structure. The private sector includes for-profit and not-for-profit organizations, formal and informal structures, commerce and industry.

Public Health and Medical System: An inter-connected system of public and private entities whose activities and responsibilities involve public health; environmental health; and medical services, including emergency medical services. The participants in the Public Health and Medical System include those involved in the delivery of health care in addition to those involved in the protection and promotion of public health and environmental health. Examples include but are not limited to health care facilities such as hospitals, skilled nursing facilities, and community clinics; Indian health services; local health departments; local emergency medical services agencies; local environmental health departments; ambulance providers; public health laboratories; public water systems; hazardous

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materials responders; dispatch centers; and many other entities/organizations that conduct daily activities and/or emergency response activities relevant to public health, environmental health and medical services.

Public Information: Processes, procedures, and systems for communicating timely, accurate, and accessible information on the incident's cause, size, and current situation; resources committed; and other matters of general interest to the public, responders, and additional stakeholders directly and indirectly affected.

Recovery: The development, coordination, and execution of service and site restoration plans; the reconstitution of government operations and services; individual, private sector, nongovernmental, and public assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post incident reporting; and development of initiatives to mitigate the effects of future incidents.

Regional Disaster Medical and Health Coordinator (RDMHC): See Health and Safety Code §1797.152 (Appendix B).

Regional Disaster Medical and Health Coordination (RDMHC) Program: A comprehensive program under the direction of the Regional Disaster Medical and Health Coordinator that supports information flow and resource management during unusual events and emergencies. This program includes the Regional Disaster Medical and Health Specialist.

Regional Disaster Medical Health Specialist (RDMHS): The Regional Disaster Medical Health Specialist is a component of the RDMHC Program that directly supports regional preparedness, response, mitigation and recovery activities.

Region Emergency Operations Center (REOC): Regional facilities representing each of Cal EMA's three Administrative Regions (Inland, Coastal and Southern). REOCs provide centralized coordination of resources among Operational Areas within their respective regions, and between the Operational Areas and State level.

Reimbursement: The recouping of funds expended for incident-specific activities.

Resource Management: Efficient emergency management and incident response requires a system for identifying available resources at all jurisdictional levels to enable timely and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management under NIMS includes mutual aid agreements and assistance agreements; the use of special Federal, State, tribal, and local teams; and resource mobilization protocols.

Resources: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

Response: Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the

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situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

Response Information Management System (RIMS): The Internet-based information management system maintained by the California Emergency Management Agency for collecting information on the disaster situation, communicating action plans, and requesting mission requests.

Special District: A unit of local government (other than a city, county, or city and county) with authority or responsibility to own, operate and maintain systems, programs, services, or projects (as defined in California Code of Regulations Section 2900(s) for purposes of natural disaster assistance. This may include a joint powers authority established under Section 6500.

Stafford Act: The Robert T. Stafford Disaster Relief and Emergency Assistance Act establishes the programs and processes for the Federal Government to provide disaster and emergency assistance to States, local governments, tribal nations, individuals, and qualified private non-profit organizations. The provisions of the Stafford Act cover all hazards including natural disasters and terrorist events. Relevant provisions of the Stafford Act include a process for Governors to request Federal disaster and emergency assistance from the President. The President may declare a major disaster or emergency.

Staging Area: An area established for the temporary location of available resources. A Staging Area can be any location in which personnel, supplies and equipment can be temporarily housed or parked while awaiting operational assignment.

Standardized Emergency Management System (SEMS): A system required by California Government Code for managing response to multi-agency and multi-jurisdictional emergencies in California. SEMS consists of five organizational levels, which are activated as necessary: Field response, Local Government, Operational Area, Region and State.

State Operations Center (SOC): The SOC is operated by the California Emergency Management Agency. It is responsible for the centralized coordination of State resources in support of the three Cal EMA Administrative Regions (REOCs). It is also responsible for providing updated situation reports to the Governor and legislature.

Tribal Entity: Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 stat. 688) [43 U.S.C.A. and 1601 et seq].

Unified Command: An ICS application used when more than one agency has incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the UC, often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single Incident Action Plan.

Unusual Event: An unusual event is defined as an incident that significantly impacts or threatens public health, environmental health or medical services. An unusual event may be self-limiting or a precursor to emergency system activation. The specific criteria include any of the following:

Exhibit G

Glossary of EPO Related Acronyms and Terms

- The incident significantly impacts or is anticipated to impact public health or safety;
- The incident disrupts or is anticipated to disrupt the Public Health and Medical System;
- Resources are needed or anticipated to be needed beyond the capabilities of the Operational Area, including those resources available through existing agreements (day-to-day agreements, memoranda of understanding, or other emergency assistance agreements);
- The incident produces media attention or is politically sensitive;
- The incident leads to a Regional or State request for information; and/or
- Whenever increased information flow from the Operational Area to the State will assist in the management or mitigation of the incident's impact

Contractor's Release

Instructions to Contractor:

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

Submission of Final Invoice

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

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

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

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

Recycled Product Use Certification

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

Reminder to Return State Equipment/Property (If Applicable)

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

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

Patents / Other Issues

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

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

Contractor's Legal Name (as on contract): _____

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts 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 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>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

ATTACHMENT 19

2017-2022 Public Health Emergency Preparedness (PHEP), General Fund Pandemic Influenza (GF Pan Flu) and Hospital Preparedness Program (HPP) Funding

NON-SUPPLANTATION CERTIFICATION FORM

Name of Local Entity:

As the duly authorized representative of the above-named County, I hereby certify as follows:

1. The funds allocated by the California Department of Public Health (CDPH) under the Contract will not be used to supplant funding for existing levels of service and shall only be used for the purposes specified in the Contract.
2. Upon receipt, the funds will be deposited into an interest-bearing local public health preparedness trust fund established solely for this purpose before the funds are transferred or expended for any of the purposes allowed in the Application Work Plan and Budget, as approved by the CDPH.

Chairperson, Board of Supervisors, Mayor of a City or designee:

Signature:
Printed Name:
Title:
Phone:
Date:

Please return the original signed certification with your FY 2017-22 PHEP, GF Pan Flu and HPP Funding Agreement to:

California Department Public Health
Emergency Preparedness Office
Attn: Local Management Unit
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377

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.

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

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

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

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

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

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

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

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

8. 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.

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2017

Departments: Elections

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Shannon Kendall

SUBJECT Elections Process Update

AGENDA DESCRIPTION:

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

Update on Election Process

RECOMMENDED ACTION:

None (informational only). Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Helen Nunn

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report

History

Time	Who	Approval
7/11/2017 5:04 PM	County Administrative Office	Yes
7/12/2017 2:34 PM	County Counsel	Yes
7/12/2017 4:52 PM	Finance	Yes



CLERK – RECORDER – REGISTRAR COUNTY OF MONO

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

Shannon Kendall
Clerk-Recorder-Registrar
760-932-5533
skendall@mono.ca.gov

Helen Nunn
Asst. Clerk-Recorder-Registrar
760-932-5534
hunn@mono.ca.gov

To: Honorable Board of Supervisors
From: Shannon Kendall
Clerk-Recorder-Registrar of Voters
Date: July 18, 2017

Subject:
Elections Process Update

Discussion:

The Registrar of Voters is charged with the oversight and execution of all elections within the County of Mono. During both the 2016 Primary and General Elections, significant errors, issues, and problems were encountered, causing overall distrust in the voting process. Although this office is working on a detailed response to the recent Grand Jury report (highlighting problem areas in the 2016 elections), this item is simply to update the Board on how the Registrar of Voters plans to approach the upcoming election cycle and the various steps either completed or to be implemented going forward.

Already in place since the 2016 elections:

- A new management team is now in place, with a combined 10 years' expertise in elections. This team encompasses necessary skill sets including a very high level of organization, delegation, and attention to detail.
- New elections equipment has been purchased and delivered, which will help eliminate the potential for future equipment failure. We will begin initial training on the new equipment in late July. We feel that errors associated with the outdated equipment used in past elections will not be factors with the new equipment going forward.
- A new staff member has been hired, bringing our staffing levels back to five, and is in the process of beginning miscellaneous election training.
- We have begun the reorganization of the Elections office which has included the purging of quite a bit of outdated files. This will provide for a better overall working environment going forward, and we plan to continue this purging process in a consistent manner.
- We have budgeted for at least TWO temporary election workers for this next fiscal year and will utilize both for as many hours as available to ensure better coverage not only on election day but in the months prior.

To be implemented as we head into an election cycle:

- We plan to saturate the public with voter outreach, education, visiting RPACS, community and Council meetings (when appropriate) to provide clear instructions regarding voter

registration requirements. This outreach will include vote-by-mail instructions and help to answer general questions raised by voters well in advance of an election.

- As part of the education process, our website will be completely updated to include up to date and frequently changed information as needed. Part of this will be to make sure that what is printed on sample ballots, voter pamphlets, and final ballots coincide and match with what is presented on our web site.
- The final piece to this outreach will include placing additional ads into the local papers which will give voters additional instructions and information as needed.
- In the next six months, we plan to further update our election checklist and work on all written manuals, cleaning them up in preparation for the June Primary.
- For the overall election set up process, and as part of our checklist, a detailed checks and balances system will be in place wherein at least three individuals from the office oversee the election set up and ballot process. This will include the creation of the election and ballot itself, verifying what is supposed to be on the ballot, and determining if everything that has been printed on the ballot is accurate. This process will include the monitoring of any measure documentation as required per election.
- As part of the election set up process, the Mono County Registrar of Voters will coordinate very directly with the Town Clerk to insure that campaign documentation is receipted in and collected in a timely manner.
- We have been and will continue to pursue any voter and elections training opportunities for our staff, utilizing our equipment vendor with additional training as needed. This will include further training on the State's new system of vote, Vote Cal, which is still relatively new.
- New voting legislation, such as SB 450, the California Voter's Choice Act (which requires that *all* voters receive a vote-by-mail ballot in addition to having two voting centers within the county with extended voting days) is also being closely monitored by our office and we will be reaching out to Inyo County for feedback on how this program is working for their county, as they were chosen to be a pilot county.
- Mono County can continue to lobby the state for voting legislation in California wherein the number of voters required to be allowed to hold all vote-by-mail elections in a precinct would go from 1,000 (as it is now) to 10,000. SB 450 addresses this somewhat, however, with the requirement to issue a vote-by-mail ballot to ALL voters. This continues to remain on Mono County's Legislative Platform, however, to watch and support as appropriate.
- AB 668 (the Voting Modernization Bond Act of 2018) is moving through Legislation and if passed, will allow Mono County to apply for bonds to help reimburse monies already spent on new election equipment.

Recommendation:

Receive presentation and provide any direction to staff.

Fiscal Impact:

None at this time.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2017

Departments: CAO and Community Development

TIME REQUIRED 1 hour (15 minute presentation; 45 minute discussion)

PERSONS APPEARING BEFORE THE BOARD

Leslie Chapman and Wendy Sugimura

SUBJECT Joint Powers Agreement Establishing the Owens Valley Groundwater Authority

AGENDA DESCRIPTION:

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

Proposed joint powers agreement (JPA) creating the Owens Valley Groundwater Authority to serve as the groundwater sustainability agency for the Owens Valley Groundwater Basin in Inyo and Mono Counties or portions thereof.

RECOMMENDED ACTION:

For areas of Mono County within the Owens Valley Groundwater Basin (excluding the Tri-Valley Groundwater Management District (TVGMD)), join the Joint Powers Agreement (JPA) proposed by the County of Inyo to establish the Owens Valley Groundwater Authority, *unless*, prior to August 1, 2017, the Wheeler Crest Community Services District (WCCSD) determines that it will serve as the groundwater sustainability agency (GSA) within its District boundaries, in which case join the JPA only with respect to those portions of the basin within Mono County but outside of TVGMD and WCCSD and rescind County's GSA election within the WCCSD.

Designate a member of the Board of Supervisors to serve as the County's representative on the JPA Board.

FISCAL IMPACT:

To be determined at a later date; some options include no cost.

CONTACT NAME: Leslie Chapman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
JPA summary

Voting structure diagram
Agreement
Map 2
Map 1
Presentation

History

Time	Who	Approval
7/13/2017 3:07 PM	County Administrative Office	Yes
7/13/2017 3:23 PM	County Counsel	Yes
7/13/2017 2:47 PM	Finance	Yes



COUNTY OF MONO

P.O. BOX 696, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5410 • FAX (760) 932-5411

Leslie L. Chapman
County Administrative Officer

Tony Dublino
Assistant Administrative Officer

To: Board of Supervisors

From: Leslie Chapman

Date: July 18, 2017

Re: Proposed Joint Powers Agreement establishing the Owens Valley Groundwater Authority

Recommended Action:

For areas of Mono County within the Owens Valley Groundwater Basin (excluding the Tri-Valley Groundwater Management District (TVGMD)), join the Joint Powers Agreement (JPA) proposed by the County of Inyo to establish the Owens Valley Groundwater Authority, *unless*, prior to August 1, 2017, the Wheeler Crest Community Services District (WCCSD) determines that it will serve as the groundwater sustainability agency (GSA) within its District boundaries in which case join the JPA only with respect to those portions of the basin within Mono County but outside of TVGMD and WCCSD and rescind County's GSA election within WCCSD.

Designate a member of the Board of Supervisors to serve as the County's representative on the JPA Board.

Strategic Plan Focus Area(s) Met

- Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Fiscal Impact

To be determined at a later date; some options include no cost.

Discussion

Representatives from Inyo County reviewed the proposed JPA at the July 11 Board of Supervisors meeting, and discussion by staff from both counties, the Board, and Wheeler Crest Community Services District followed. A hard deadline of August 1 has been set by Inyo County for eligible entities to enter into the JPA. After August 1, entry is not guaranteed, but must be approved and may be conditioned by the then-existing JPA board. A summary of the JPA's key terms is included in your packet as an attachment to this staff report.

At this point in time, there are many fears and unknowns among affected residents about joining the JPA. In part, this is due to real uncertainties regarding the ultimate structure of that entity, as well as real uncertainties regarding the types of issues that may confront the JPA in the future. As described in the attached summary of the proposed JPA, it is likely that entities representing and located in Inyo County will carry the weight of the voting power on the JPA Board. Whether this means that Mono's interests will not be represented, or Mono will somehow be treated unfairly, is speculation. There are legal and procedural safeguards which prevent the JPA from imposing excessive fees and from imposing arbitrary or unwarranted regulations on any person within the basin. However, the nature of our democratic system supports the concept that decisions that affect individuals be made by those who are elected to serve them. If Inyo entities secure the majority of the votes on the JPA Board, which is likely, then this concept is undermined. However, if the State of California (through the State Water Resources Control Board) were instead to perform the function of a GSA for the basin (as provided in the law if no local entity so serves) then decisions would be made farther from home and arguably be less favorable to local interests. The only way to avoid either scenario would be for Mono County and/or its affected Districts to make a significant financial contribution (amount unknown at this time) to increase Mono's collective voting power as

members of the JPA or, alternatively, to not join the JPA at all and instead prepare and manage the Mono portion of the basin as a GSA apart from Inyo County. This too would involve significant costs (estimated in the \$300,000-\$400,000 range for GSP preparation for all Mono portions or half that if Tri-Valley were excluded).

If Mono joins the JPA now, it may withdraw prior to the funding meeting (but at that time having an estimate of costs for GSP preparation). It is for this reason that staff is recommending that the Board join the JPA before August 1st. The only caveat to this recommendation is that the WCCSD has not yet determined whether it wishes to be a member of the JPA (or to let the County represent it on the JPA). If WCCSD decides it does not want to participate, then it is recommended that the County join the JPA only as to those portions of the basin outside of WCCSD and revoke its GSA election for areas within WCCSD so that the WCCSD may be the GSA.

If Mono joins the JPA, a future Groundwater Sustainability Plan (GSP) developed by the JPA would cover all areas in Mono County for which the County joins. The cost to Mono County for the plan would be determined at a later date, but the minimum cost for two votes on the JPA board is zero dollars. An equal share in the cost (i.e., County pays 1/total number of members) would give the County four votes, and an increased contribution (assuming a funding gap exists) would give the County more than four votes.

The Wheeler Crest Community Service District would prefer that Mono County remain a GSA and take the lead in developing a Mono County GSP. Staff recommends that, if WCCSD wishes to preserve its autonomy within its boundaries, the County revoke its GSA election for those areas to allow WCCSD to so serve. This would require WCCSD to develop the GSP for that portion of the basin within its boundaries, coordinate that GSP with other plans in the basin and obtain approval from the Department of Water Resources for that GSP prior to January 31, 2022.

Other Options:

Other options were considered by staff but are not the recommended option, these include the following:

1. Mono County remains the GSA for the entire area within the County (excluding the Tri-Valley Groundwater Management District) and does not join the JPA. In this scenario, a GSP would need to be funded and developed for the WCCSD area and the largely uninhabited areas not covered by another eligible jurisdiction. Mono County and WCCSD would be responsible for funding all costs. This is WCCSD's preferred option.
2. Mono County joins the Inyo County JPA only with respect to those areas of the County which are not covered by any other jurisdiction. This would ensure that those areas are covered and included in a GSP. Within the WCCSD boundary, Mono County retains separate GSA status and is obligated to develop a GSP and coordinate it with other plans in the Basin. Mono County and WCCSD would be responsible for funding all costs.
3. Mono County pursues an agreement with other GSAs in the Basin to jointly seek grant funds for separate but coordinated plans or a single plan. The current understanding is that the Department of Water Resources prefers to fund one grant per basin regardless of the number of plans or GSAs in the basin. GSAs could coordinate efforts to submit one grant application and then split the funding award to develop separate but coordinated plans, and retain individual authority over those plans, or could collaborate to produce a single plan. Under this option, Mono County entities would bear the costs of the plan (or portion of the plan attributable to Mono County if there is only one plan). A draft Memorandum of Understanding was sent to Inyo County and the City of Bishop to propose a coordinated grant application approach. The hard deadline of August 1 imposed by Inyo County restricts the ability to evaluate the potential success of this option.
4. The preference of the Tri-Valley Groundwater Management District is unknown at the time this staff report was written. However, likely options appear to be that the District will remain a GSA and incur the cost of funding a plan, or join Inyo County's JPA. In either case, if Mono County retains GSA status, an agreement to jointly seek grant funds could be an option.

For additional information or questions, please contact Stacey Simon (760.924.1704) or Wendy Sugimura (760.924.1814).

Attachments:

1. Summary of JPA key terms
2. Diagram of JPA voting structure
3. Proposed JPA
4. Groundwater Basin maps
5. SGMA Review PowerPoint

County Counsel
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Paralegal
Jenny Senior

To: Board of Supervisors

From: Stacey Simon

Date: July 18, 2017

Re: Summary of joint powers agreement establishing the Owens Valley Groundwater Authority

In this office's view, the most significant features of the joint powers agreement (JPA) proposed by Inyo County are the following:

1. Participation is open to a wide variety of public entities and interested parties in the groundwater basin.
2. The JPA provides for flexibility as to the financial contributions made by each participant and defers a decision on financial contribution to a later date when more information is known.
3. Entities may participate without making any financial contribution.
4. The JPA provides for the creation of a groundwater sustainability plan (GSP) for the entire Owens Valley Groundwater Basin.
5. Voting power may be highly diluted for some or all participating entities depending on how many entities participate and the amount of their funding contributions.
6. Withdrawal from the JPA is somewhat limited.

I will focus this summary on number 5 from the above list, as this issue has caused the most concern in the affected communities. A brief discussion of number 6 (withdrawal) follows at the end of this memo.

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Membership and Voting Structure

The JPA creates essentially three “classes” of participants:

1. Members – any entity eligible to serve as a groundwater sustainability in the basin may be a member. This includes cities, counties, and other public agencies have water supply or water management responsibilities within the groundwater basin. There are 13 such entities in the basin, 3 of which are in Mono County.
2. Associate Members – the four Tribes located in Inyo County, the Los Angeles Department of Water and Power (LADWP), and federal agencies in the basin may join as associate members. Because the JPA requires that federal agencies join as one associate, there are a total of 9 potential associate members.
3. Interested Parties – up to 4 interested parties may join the JPA. These parties must represent the following categories:
 - a. Agricultural businesses
 - b. Disadvantaged communities not already represented
 - c. Domestic well owner groups
 - d. Environmental organizations
 - e. Environmental users
 - f. Federal agencies
 - g. Mutual water companies
 - h. Non-agricultural businesses with private wells
 - i. Public water systems
 - j. State agencies
 - k. Tribes
 - l. Others listed in SGMA as interested parties.

There are additional subtleties to the membership structure (e.g., an entity seeking to participate that is not otherwise subject to SGMA must agree to subject its lands to the law, entities eligible to be both associate members and interested parties must decide which they prefer, etc.).

The JPA then allocates voting power to participants as follows. Members receive 2 votes if they make no financial contribution, 4 votes if they contribute an equal share (i.e., 1/total # of members) and more votes if they contribute additional amounts. Members’ votes must account for at least 70% of the voting power of the JPA. Associate members’ votes vary, with LADWP having 4, federal agencies having 2, and each Tribe having 2. Finally, each interested party receives 1 vote, for a total of 4. The attached diagram attempts to illustrate this.

As can be seen, there are various scenarios under which the three Mono County entities (Mono, Tri-Valley Groundwater Management District, and the Wheeler Crest Community Services District) might become vastly outnumbered in terms of voting power on the JPA Board. This has raised concerns that the GSP (and in particular, the regulations and fees it imposes) will unfairly burden Mono County residents. There are safeguards in the law to mitigate this (e.g., a regulatory fee cannot exceed the cost of regulation and must be fairly apportioned, regulations cannot be arbitrary or capricious, etc.). However, those sideboards have not relieved all concerns. Indeed, it is unclear how or whether the voting structure may negatively impact Mono County and its affected residents.

Finally, as noted above, withdrawal from the JPA is somewhat limited. Once funding commitments towards the cost of GSP preparation of made, a member cannot withdraw until the GSP is adopted (even if the member made no contribution). Thereafter, a member may only withdraw with prior notice, effective at the end of a fiscal year.

Please refer to the attached diagram for a visual depiction of the JPA's structure.

S***dsd

Interested Parties

(up to 4)

Ag businesses, DACs, Env'tl Orgs,
Domestic well owner groups, Env'tl
users, feds, MWC, non-ag businesses
with wells, public water systems, state
agencies, tribes, others

Total Votes = up to 4

Associate Members

(up to 6)

LADWP -4 votes
Federal Agencies - 2 votes
4 Tribes-2 votes each

Total Votes = up to 8

Members

(up to 13)

Votes - 2, 4 or more?

Inyo, Mono,* Bishop, TVGMD,* Wheeler
Crest CSD,* Big Pine CSD, Eastern Sierra
CSD, Indian Creek-Westridge CSD, Lone
Pine CSD, Keeler CSD, Sierra Highlands
CSD, Sierra North CSD, Starlite CSD

Total Votes = 26 - 32+

JOINT EXERCISE OF POWERS AGREEMENT

Between the

**COUNTY OF INYO
California**

and the

CREATING THE

**OWENS VALLEY
GROUNDWATER AUTHORITY**

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OWENS VALLEY GROUNDWATER AUTHORITY
JOINT POWERS AGREEMENT

This Joint Exercise of Powers Agreement (“**Agreement**”) forming the Owens Valley Groundwater Authority is made and entered into this _____ day of _____, 2017, (“Effective Date”), by and among the public agencies listed on the attached Exhibit “A” executing this Agreement (collectively referred to as the “Members” and individually “Member”) for the purpose of forming a Groundwater Sustainability Agency (“GSA”) and achieving groundwater sustainability in the Owens Valley Groundwater Basin.

WHEREAS, California enacted a series of laws collectively referred to as the Sustainable Groundwater Management Act, found in Part 2.74 of Division 6 of the California Water Code (“SGMA”); and

WHEREAS, the SGMA requires each California groundwater basin or sub-basin be managed by a Groundwater Sustainability Agency (“GSA”), or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan(s) (“GSP”); and

WHEREAS, the SGMA, at Water Code § 10723.6(a), authorizes certain local agencies, as defined, to form a GSA via joint powers agreement; and

WHEREAS, Government Code § 6500 et seq. (hereinafter referred to as the “Act”) authorizes municipalities and counties to jointly exercise any power common to them all; and

WHEREAS, each of the Members are local agencies, authorized to form a GSA via joint powers agreement, with jurisdictional boundaries covering portions of the Owens Valley Groundwater Basin (Basin No. 6-12 in the Department of Water Resources Bulletin 118 Update 2016, henceforth the “Basin”); and

WHEREAS, the Members desire to create the Owens Valley Groundwater Authority pursuant to the Act as authorized by the SGMA in order to jointly exercise their powers as a GSA for the purpose of creating a GSP to be implemented within their combined jurisdictional boundaries in the Basin; and

WHEREAS, subsequent to forming the GSA via this Agreement, the Members intend to engage with other agencies and entities that are not eligible to form a GSA, (“Associates” or “Interested Parties”) to allow them to participate in the GSA as contemplated by SGMA and by this Agreement; and

WHEREAS, the Members intend the GSA created through the Authority to engage with any other GSA(s) formed within the Basin in order to either coordinate the creation of a single GSP, or to coordinate their respective GSPs as required by the SGMA; and

WHEREAS, the Members intend that the GSP created through this GSA, if possible, be coordinated with any groundwater management plan of other agencies that have lands overlying SGMA-exempt areas within the Basin; and

WHEREAS, through this Agreement the Members intend take advantage of economies of scale to obtain the most cost-effective consulting, technical and professional services for the development and implementation of a GSP.

NOW, THEREFORE, IT IS MUTUALLY AGREED by the Members, as follows:

ARTICLE I

CREATION AND OPERATION OF THE OWENS VALLEY GROUNDWATER AUTHORITY

1 CREATION OF THE AUTHORITY:

Upon adoption of this Agreement by two or more Members, pursuant to the Act and as authorized by the SGMA, there is hereby created a joint powers authority known as the Owens Valley Groundwater Authority (“Authority”). The Authority shall be, to the extent provided by law, a public entity separate from the Members of this Agreement.

Within thirty (30) days of the adoption of this Agreement by two or more Members, the Authority shall prepare the notice required by Government Code Section 6503.5, file it with the Secretary of State, and pay any fees for such filing that the Secretary of State may charge. In addition, the Board of Directors of the Authority shall file the statements required by and in accordance with Government Code Section 53051.

2 TERM: This Agreement shall become operative on the Effective Date provided that at least two of the Members listed in Exhibit A have executed this Agreement by said date.

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This Agreement shall remain in effect until terminated by the unanimous written consent of all then active Members or when there are less than two Members remaining in the Authority; provided, however, that this Agreement shall remain in effect during the term of any contractual obligation or indebtedness of the Authority that was previously

approved by the Board of Directors.

3 MEMBERSHIP:

3.1 MEMBERS. The Members of the Authority shall be the public agencies listed on the attached Exhibit "A" that have executed this Agreement by August 1, 2017, so long as their Membership has not been withdrawn or terminated pursuant to the provisions Article VI of this Agreement. If an eligible agency listed in Exhibit A has not executed this Agreement by August 1, 2017, they will lose their right to join through execution of this Agreement and their membership will be subject to the process for inclusion of new Members set forth in Section 3.2 below.

3.2 NEW MEMBERS.

The Board may approve an application for a new Member to join the Authority through a majority of the votes of the Board so long as: 1) the new Member is a local agency that is qualified to join the Authority as a GSA forming party under the provisions of SGMA and the Act; and, 2) the new Member agrees to or has met any other conditions that the Board may establish from time to time.

Once an application is deemed complete by the Board of Directors, the governing bodies for each of the Members shall be sent the application for their consideration and possible approval. For a new Member to be admitted the application must be unanimously approved by the Members acting through their governing bodies.

Upon a new Member joining the Authority pursuant to this section, said new Member and the Authority shall take all steps necessary to revise the Owens Valley GSA boundaries to incorporate any new areas of the Basin into the GSA's jurisdiction in a manner consistent with that contemplated by Article II Section 3.2 of this Agreement.

3.3 ASSOCIATES & INTERESTED PARTIES.

The participating Associates and Interested Parties shall be those entities participating in the GSA pursuant to Article V below.

4 GOVERNING BOARD:

4.1 BOARD DIRECTORS. The Authority shall be administered by a governing board. The governing board shall be called the "Board of Directors of the Authority," (hereafter referred to as the "Board of Directors"). The Board of Directors shall consist of members appointed as follows:

4.1.1 Member Appointments: Each Member's governing body shall appoint one Primary Director and one Alternate Director (sometimes individually

referred to herein as a “Director”). The Alternate Director shall serve and assume the rights and duties of the Primary Director when the Primary Director is unable to attend a Board of Directors meeting. The Primary and Alternate Directors for all Members shall be elected members of their governing bodies. Directors shall serve at the pleasure of the governing body appointing them and they may be removed at any time, with or without cause, in the sole discretion of their governing body. Each Director shall hold office until their successor is selected by their governing body and the Authority has been notified of the succession.

4.1.2 Associate & Interested Party Appointments: Associates and Interested Parties shall make appointments as set forth in **Article V** of this Agreement.

5 BOARD MEETINGS AND ACTIONS: All meetings of the Board of Directors shall be public meetings noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code sections 54950, et seq.). The Board of Directors may use teleconferencing in connection with any meeting in conformance with, and to the extent authorized by, applicable law. The Board of Directors may further establish rules of conduct for its meetings provided that said rules do not conflict with the Ralph M. Brown Act or other applicable law.

5.1 INITIAL MEETING. The initial meeting of the Board of Directors shall be held at a location overlying the Basin within forty five days (45) days of the Effective Date of this Agreement. At the initial meeting the Board of Directors shall establish a principal office for the Authority, which shall be located at a place overlying the Basin. The Board of Directors may change the principal office from time to time as it sees fit so long as that principal office remains at a location overlying the Basin.

5.2 REGULAR MEETING SCHEDULE. The Board of Directors shall establish a regular meeting time and place at the initial meeting of the Board. The Board of Directors may vote to change the regular meeting time and place provided that the new location remains at a place overlying the Basin and within the jurisdictional boundaries of the Authority.

5.3 SPECIAL MEETINGS. Special meetings of the Board of Directors shall be conducted pursuant to California Government Code section 54956 and they may be called by the Chairperson, or by the concurrence of any two Primary Directors appointed by the Members.

5.4 ADVISORY COMMITTEES. The Board of Directors may from time to time establish advisory committees for the purpose of making recommendations to the Board of Directors on the various activities of the Authority. The establishment and dissolution of any committee and its duties shall require a majority of the votes of the Board of Directors and the activities of the committee shall be subject to the provisions of the Ralph M. Brown Act (California Government Code sections 54950, et seq.).

Committees shall exist for the term specified in the action creating the committee. A Committee may use teleconferencing in connection with any meeting in conformance with, and to the extent authorized by, applicable law. The Board of Directors may further establish rules of conduct for Committees of the Board meetings provided that said rules do not conflict with the Ralph M. Brown Act or other applicable law.

5.5 QUORUM. A quorum of the Board of Directors shall consist of majority of the Directors. Notwithstanding the above, the Authority shall not conduct business at a meeting in the absence of a majority of Directors appointed by the Members participating in such a meeting, beyond the adjournment of a meeting by the remaining Board Members. A Director shall be deemed present for the determination of a quorum if the Director is present at the meeting in person or if he/she participates in the meeting remotely as may be permitted by the Ralph M. Brown Act. Action taken by the Board of Directors shall require the affirmative vote of a majority of the voting shares on the Board of Directors, unless otherwise provided by this Agreement.

5.6 FISCAL YEAR: The fiscal year of the Authority shall be from July 1 through June 30 unless otherwise changed by Resolution of the Board of Directors.

5.7 BYLAWS, POLICY AND PROCEDURE MANUAL: Within the first six (6) months of the Authority's existence, the Board of Directors shall establish Bylaws and a Policy and Procedure Manual to govern the day-to-day operations of the Authority, in a manner consistent with applicable law and this Agreement. Each Director and their respective governing bodies shall receive a copy of the Bylaws and the Policy and Procedure Manual. Thereafter, the Board Directors may amend or repeal any bylaw, regulation, or policy and procedure, and may adopt additional bylaws, regulations, or policies and procedures that are consistent with applicable law and this Agreement. The Executive Manager shall send to each Director and to all of their respective appointing authorities all Bylaw amendments promptly after adoption by the Board of Directors.

5.8 ADOPTION OF ANNUAL BUDGET: Except as provided for in Article II Section 4.1, the Board of Directors shall adopt the annual budget of the Authority on or before May 1, by a majority of the votes of the Directors appointed by the Members and Associates.

5.9 ANNUAL REPORT: By April 1 of each year, the Authority shall prepare an annual report of its operation, in a form determined by the Board of Directors.

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ARTICLE II

PURPOSE, POWERS AND DUTIES

1 **PURPOSE:** The purpose of this Agreement in creating the Authority is to provide for the joint exercise of powers common to the Members, including those additional powers granted by SGMA, to, among other things, cooperatively carry out the requirements of the SGMA, including, but not limited to, serving as the GSA for the Basin within the jurisdictional boundaries of the Authority-formed GSA and developing, adopting and implementing a GSP that achieves groundwater sustainability in the Basin.

2 **POWERS:** In accordance with California Government Code section 6509, the Authority's powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the County of Inyo.

2.1 In order to carry out its purpose, the Authority shall possess the ability to exercise those powers granted by the Act and by the SGMA. Additionally, the Authority shall possess the ability to exercise the common powers of its Members related to the purposes of the Authority, including but not limited to the following:

2.1.1 To become the GSA for the Basin pursuant to the SGMA and in a manner consistent with Section 3.3 below;

2.1.2 To develop, adopt, and implement a GSP for the Basin pursuant to SGMA;

2.1.3 To provide all services necessary to operate the GSA and implement the GSP;

2.1.4 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority and the adoption and implementation of the GSP;

2.1.5 To contract for the services of engineers, attorneys, planners, financial consultants, employees, agents and representatives, and/or to directly employ or appoint any such persons as it deems appropriate;

2.1.6 To collect and monitor all data related and beneficial to the development, adoption and implementation of the GSP for the Basin;

2.1.7 To issue revenue bonds or other appropriate public or private debt and incur debts, liabilities or obligations in connection with the operation, maintenance, administration and management of any facilities required to carry out these purposes;

2.1.8 To levy assessments, charges and fees as provided in SGMA;

2.1.9 To regulate and monitor groundwater extractions as permitted by SGMA, provided that this provision does not extend to a Member's or Associate's operation of its system to distribute water once extracted or otherwise obtained, unless and to the extent required by other laws;

2.1.10 To establish and administer water banking programs for the benefit of the Basin;

2.1.11 To establish and administer water recycling, recapturing or purifying programs for the benefit of the Basin;

2.1.12 To distribute water in exchange for the cessation or reduction of groundwater extractions;

2.1.13 To spread, sink, and inject water into the Basin;

2.1.14 To store, transport, recapture, recycle, purify, treat, or otherwise manage and control water for the beneficial use of persons and property within the Basin;

2.1.15 For the common benefit of the Basin, to store water within and outside of the Basin, to appropriate water and acquire water rights, to import water, and to conserve, or cause the conservation of, water within or outside of the Basin;

2.1.16 To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including without limitation, investor-owned utilities), and individuals, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of the Authority;

2.1.17 To accumulate operating and reserve funds and invest the same as allowed by law for the purposes of the Authority;

2.1.18 To apply for and accept grants, contributions, donations and loans under any federal, state or local programs for assistance in developing or implementing any of its projects or programs in connection with any project undertaken in the Authority's name for the purposes of the Authority;

2.1.19 To acquire by negotiation or condemnation or any other lawful authority, lease, purchase, construct, hold, manage, maintain, operate and dispose of any buildings, property, water rights, works or improvements within and

without the respective boundaries of the Members necessary to accomplish the purposes described herein;

2.1.20 To invest funds pursuant to California Government Code section 6509.5 or other applicable State Law;

2.1.21 To sue and be sued in its own name;

2.1.22 Any power necessary or incidental to the foregoing powers in the manner and according to the procedures provided for under the law applicable to the Members to this Agreement;

2.1.23 Any additional powers conferred under SGMA or the Act or under applicable law, insofar as such powers are needed to accomplish the purposes of SGMA, including all powers granted to the Authority under Article 4 of the Act which are in addition to the common powers of the Members, including the power to issue bonds or otherwise incur debts, liabilities or obligations to the extent authorized by the Act or any other applicable provision of law and to pledge any property or revenues of the rights thereto as security for such bonds and other indebtedness.

2.2 WATER RIGHTS AND ADDITIONAL CONSIDERATIONS.

As set forth in California Water Code section 10723.2, and any future amendments to SGMA, the GSA shall consider the interests of all beneficial uses and users of groundwater in the Basin, as well as those responsible for implementing the GSP. Additionally, as set forth in California Water Code section 10720.5(a), and any future amendments to SGMA, any GSP adopted pursuant to this Agreement shall be consistent with Section 2 of Article X of the California Constitution and nothing in this Agreement modifies the rights or priorities to use or store groundwater consistent with Section 2 of Article X of the California Constitution, with the exception that no extraction of groundwater between January 1, 2015 and the date the GSP is adopted may be used as evidence of, or to establish or defend against, any claim of prescription. Likewise, as set forth in California Water Code section 10720.5(b), and any future amendments to SGMA, nothing in this Agreement or any GSP adopted pursuant to this Agreement determines or alters surface water rights or groundwater rights under common law or any provision of law that determines or grants water rights.

2.3 PRESERVATION OF POLICE POWERS.

Nothing set forth in this Agreement shall be deemed to modify or otherwise limit a county's or city's police powers in any way or its authority to regulate groundwater under existing law or any amendment thereto.

3 NOTICES OF ADOPTION AND GSA RESCISSION AND FORMATION: The Authority and its Members shall have the following specific duties:

3.1 NOTICE TO MEMBERS. Within forty-eight hours after adoption of this Agreement by the governing board of a Member, said Member shall notify all other Members of said adoption of this Agreement.

3.2 NOTICE TO DWR BY AUTHORITY. As required by SGMA, the Authority shall file a notice with DWR of its intent to be the GSA for the portions of the Basin covered by the combined jurisdictional boundaries of all Members, excluding any portion of the Basin covered by a valid notice from another, non-Member local public agency if the failure to exclude would result in overlapping applications as contemplated by Water Code Section 10723.8(c). Notwithstanding the foregoing, the Authority may elect to include overlapping areas in a subsequent amended notice filed with DWR so long as that application does not substantially impair the ability of the Authority to fulfill its purpose while the application is pending.

3.3 NOTICE TO DWR BY MEMBERS. Within thirty (30) days of a public hearing held by the Authority pursuant to Water Code Section 10723.(b) where the Authority decides to become a GSA within the Basin, any Member that previously notified the California Department of Water Resources (DWR) of its intent to be a GSA in the Basin (“Original Notice”) pursuant to Water Code Section 10728.3 shall formally notify DWR, in writing, of its intent to withdraw or rescind such notification in order to allow the Authority to become the exclusive GSA for the area of the Basin covered by that Original Notice (“Rescission Notice”). Said Rescission Notice shall be expressly contingent upon the Authority becoming the exclusive GSA for the areas of the Basin covered by the Original Notice.

4 GSP BUDGET, ADOPTION, AND MANAGEMENT AREAS:

4.1 GSP DEVELOPMENT BUDGET. Notwithstanding any provision herein to the contrary, within six months of the formation of the Authority, the Inyo County Water Department shall, with input from any Members and as it otherwise deems appropriate, develop the Authority’s initial budget for development of the GSP over a multi-year period (i.e. until the GSP is approved for implementation) within the requirements of the SGMA (hereinafter referred to as the “GSP Development Budget”). The GSP Development Budget shall function as a forecasting tool for the Members to guide them in their respective Funding Contribution decisions as discussed in Article IV below.

Upon notice from the Inyo County Water Department that the GSP Development Budget is complete and ready for approval, the Authority shall place the matter on the next possible Board meeting agenda. The Board of Directors shall adopt the GSP Development Budget as submitted by the Inyo County Water Department. In other words, approval of the GSP Development Budget shall be a ministerial act of the Board

of Directors, provided, however, that it may be modified by the Board at a subsequent meeting(s) by a majority of the votes of the Directors appointed by the Members and Associates.

4.2 GSP ADOPTION, MODIFICATION, OR ALTERATION. The Board of Directors shall adopt a GSP for the area within the GSA formed by the Authority. The Board of Directors may modify or alter the GSP as necessary or appropriate.

4.3 GSP MANAGEMENT AREAS. To the extent permitted under SGMA, the GSP may provide for discrete areas within the GSA boundary in which the GSP is implemented and managed by at least one Member and/or Associate (a “GSP Management Area”). GSP Management Areas shall be created based on hydrological conditions (e.g. identifiable and logical sub-basins) that may or may not correspond to geopolitical boundaries. It is unlikely that a GSP Management Area will be restricted to any specific jurisdictional boundaries of a GSA Member and/or Associate. The creation of a GSP Management Area requires a majority of the votes of the Directors appointed by the Members and Associates. While Management Areas may provide for different requirements than other areas within the GSP, such requirements shall not conflict with the GSP. Unless otherwise agreed to by the Members, significant additional costs beyond the typical baseline costs for development and/or implementation of the GSP to the Basin as a whole that are attributable to the GSA activities within a GSP Management Area shall be borne by the Member(s), Associate(s), and Interested Party(s) that undertake(s) management of the GSP Management Area. Such entities that undertake management of a GSP Management Area shall determine how to allocate such additional costs amongst themselves.

ARTICLE III

OFFICERS AND STAFFING

1 CHAIR AND VICE-CHAIR: The Board of Directors shall annually elect a Chair and Vice-Chair from among the Members. The Chairperson shall preside at all meetings of the Board, while the Vice-Chairperson shall perform the duties of the Chairperson in the absence or disability of the Chairperson. The Chairperson and Vice-Chairperson shall exercise and perform such other powers and duties as may be assigned by the Board.

2 TREASURER AND AUDITOR CONTROLLER: The County of Inyo shall serve as the Fiscal Agent and Treasurer for the Authority unless otherwise directed by a majority of the votes of the Board of Directors. The Fiscal Agent shall be responsible for all money of the Authority from whatever source, shall be the depository and have custody of the money of the Authority, and shall provide all duties and functions of the Treasurer for the Authority as set forth in Government Code Sections 6505, 6505.5, and all other applicable provisions of federal, state and local laws, ordinances, regulations,

and this Agreement. All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements during the Fiscal Year as designated by the Board. The cost for such services shall be actual costs, including reasonable overhead.

3 EXECUTIVE MANAGER: The Board of Directors shall appoint an Executive Manager. The Executive Manager shall serve at the pleasure of or upon the terms prescribed by the Board of Directors. The Executive Manager so appointed may be an employee of a Member, an employee of the Authority, or an independent contractor. The cost for such services shall be actual costs, including reasonable overhead, as determined by a written agreement with the Authority therefor.

3.1 EXECUTIVE MANAGER POWERS and DUTIES. Subject to any rules and regulations provided by the Board, the powers and duties of the Executive Manager are:

3.1.1 Consistent with Article II Section 4.1, to lead and coordinate the development of a GSP for the Authority and to be responsible to the Board of Directors for proper administration of all affairs of the Authority.

3.1.2 To appoint, assign, direct, supervise, and, subject to the personnel rules adopted by the Board of Directors, discipline or remove Authority employees.

3.1.3 To supervise and direct the preparation of the annual operating and capital improvement budgets for the Board of Directors and be responsible for their administration after adoption by the Board of Directors.

3.1.4 To formulate and present to the Board of Directors plans for facilities and/or services within the Authority and the means to finance them.

3.1.5 To supervise the planning, acquisition, construction, maintenance, and operation of the facilities and/or services of the Authority.

3.1.6 To attend all meetings of the Board of Directors and act as the secretary of the Board. To cause to be kept minutes of all meetings of the Board of Directors and to cause a copy of the minutes to be forwarded to each member of the Board of Directors and to the member entities, prior to the next regular meeting of the Board of Directors.

3.1.7 On or before April 1 of each year, to cause to be prepared and submitted to the Board of Directors and each of the Members a proposed budget for the upcoming fiscal year the annual report and the GSA's annual report.

3.1.8 To execute transfers within major budget units, in concurrence with the Treasurer Auditor-Controller of the Authority, as long as the total expenditures of each major budget unit remain unchanged.

3.1.9 To purchase or lease items, fixed assets, or services within the levels authorized in the Bylaws.

3.1.10 To perform such other duties as the Board of Directors may require in carrying out the policies and directives of the Board of Directors.

ARTICLE IV

MEMBER FUNDING AND VOTING

1 FUNDING CONTRIBUTION:

While funding of the Authority is expected to be shared equally between the Members, Members shall not be required to make a funding commitment prior to entering into this Agreement. Any funding contribution provided through sources other than Members shall reduce the contribution of the Members, pro-rated to their funding commitment for said budgets. All Members shall have an equal ability to provide funding toward the Authority's budgets.

1.1 MEMBER FUNDING OF THE GSP DEVELOPMENT BUDGET.

The Authority shall cause to be placed on the agenda of the Board meeting immediately following the meeting at which the GSP Development Budget is adopted (as required by Article II Section 4.1 above,) the matter of each Member's financial contribution commitment toward funding the multi-year GSP Development Budget. Said meeting shall be referred to herein as the "GSPDB Funding Meeting." Each Member shall make a legally binding commitment of its financial contribution toward the multi-year GSP Development Budget at the GSPDB Funding Meeting. The funding commitment made at the GSPDB Funding Meeting shall set the Member's maximum financial contribution to the GSP Development Budget. Members may continue this item to a later meeting so long as the continuance does not substantially impair the ability of the Authority to fulfill its purpose while the matter is pending.

The GSP Development Budget is expected to be reviewed and adjusted annually during the development of the GSP. Should the GSP Development Budget be subsequently modified by a majority of the votes of the Directors appointed by the Members and Associates in a manner that does not result in an increase to the dollar amount greater than the originally adopted GSP Development Budget, all funding commitments may be adjusted in a manner that maintains the Member's funding

commitment as a percentage of the total GSP Development Budget. Should the GSP Development Budget be so modified in a manner that results in an increase to the dollar amount greater than the originally adopted GSP Development Budget, the Authority shall hold another GSPDB Funding Meeting at which the Directors appointed by Members shall determine how, if at all, a Member's and/or Associate's maximum contribution will increase. A Member unwilling or unable to fund its proportional share of the increase shall have its votes adjusted accordingly based on the formula in Article IV Section 2.1.3.

Members shall be classified as a "Funding Member," a "Partial-Funding Member," "Non-Funding Member" or an "Extra-Funding Member" as set forth immediately below.

1.1.1 Funding Member: Any Members that commit to funding **1/[total number of Members]** of the GSP Development Budget shall be classified as a Funding Member. For example, if there are four Members at the time of the GSPDB Funding Meeting, then a Funding Member would commit itself to funding **1/4** of the GSP Development Budget.

1.1.2 Partial-Funding Member: Any Member that commits to funding some amount less than **1/[total number of Members]**, but more than zero, shall be classified as a Partial-Funding Member.

1.1.3 Non-Funding Member: Any Members that do not commit to funding any portion of the GSP Development Budget shall be classified as a Non-Funding Member.

1.1.4 Extra-Funding Member: Any Members that commit to funding greater than **1/[total number of Members]** of the GSP Development Budget shall be classified as an Extra-Funding Member.

1.2 MEMBER FUNDING LEVELS FOR ANNUAL BUDGETS. After the GSP is developed, the Authority will adopt Annual Budgets to implement the GSP and/or otherwise fund its operations. Any costs incurred in the operation of the GSA prior to adoption of the GSP shall be accounted for in the GSP Development Budget. The matter of each Member's funding contribution commitment toward funding of all non-GSP Development Budget annual budgets shall be placed on the agenda of the Board meeting immediately following the meeting at which the respective annual budget is adopted by the Board. Said meetings shall be referred to herein as the "Annual Budget Funding Meetings." Each Member shall make a legally binding commitment of its funding contribution toward said annual budgets at the Annual Budget Funding Meetings. Members shall then be (re-)classified in a manner consistent with the process set forth in Section 1.1 above.

1.3 **EQUAL FUNDING OPPORTUNITY.** For the purpose of determining voting shares, if, after all Members make their respective funding commitments, the decision by a Member or Members to be a Partial-Funding Member or Non-Funding Member, results in funding commitments being less than the outstanding amount of funding needed cover expenses in the GSP Development Budget (the "Funding Shortfall"), any Member making a binding commitment to be a Funding Member will have the equal opportunity to become an Extra-Funding Member by making an additional binding funding commitment toward the Funding Shortfall. This process of providing additional funding by Funding Members who choose to become Extra-Funding Members shall continue until the Funding Shortfall is reduced to zero (0) through additional binding contributions. In this manner, all Members who become Funding Members will have an equal opportunity to become Extra-Funding Members with equal standing in terms of voting shares.

2 VOTES: The affirmative vote of a majority of the Board voting share shall be required for the approval of any Board action.

2.1 **MEMBER VOTE SHARES.** Each Member shall have the specific number of votes during said budget cycles as follows:

2.1.1 Funding Members shall each have four (4) votes.

2.1.2 Non-Funding Members shall each have two (2) votes.

2.1.3 Partial-Funding Members and Extra-Funding Members shall each have the following vote share:

$$V = 2 + 2MC/B$$

- V is the number of votes a Member has;
- M is the number of Members;
- C is the Members monetary contribution toward the total budget; and
- B is the total budget.

2.2 **ASSOCIATE & INTERESTED PARTIES VOTE SHARES.** Associates and Interested Parties shall have the specific number of votes during all budget cycles as provided for in Article V, provided, however, that in no event shall Members collectively have less than 70% of the total voting share of the Authority. Should the votes allocated to Associates and Interested Parties result in the Members receiving less than 70% of the total voting share of the Authority, the Members shall be allocated the number of additional votes that will equate to an aggregate 70% of the voting share of the

Authority. Said additional votes shall be distributed to the Members consistent with their funding status.

ARTICLE V

ASSOCIATES AND INTERESTED PARTIES

1 ASSOCIATES:

1.1 APPLICATION TO BECOME AN ASSOCIATE. It is the Authority's intention to include certain entities, to the extent allowed by law and approved by the Authority's Directors appointed by its Members, in the sustainable management of groundwater within the Basin. To that end, only Directors appointed by the Members may vote to approve an application from an entity requesting to participate as an Associate in the GSA and/or GSP as permitted by the Act, SGMA, this Agreement, and any by-laws adopted by the Authority. The application shall be on a form developed by the Authority and shall include substantially the same types of information required as if the entity was filing to become a GSA. In the event an application is deemed incomplete, the Authority shall notify the entity in writing of such determination and describe the information or materials which must be provided and the deadline for their provision. The final terms governing the Authority's granting Associate status shall be consistent with the express requirements of this Agreement and subject to approval by the Directors appointed by the Members.

1.2 GENERAL REQUIREMENTS.

1.2.1 *Eligibility.* Generally speaking, Associate Board seats and corresponding voting powers are intended to be made available to federally recognized tribes within the Basin, a Federal Agency, the Los Angeles Department of Water and Power, and a limited number of mutual water companies representing themselves independently or in association with other mutual water companies. To be eligible to become an Associate of the Authority, the applicant must be eligible to "participate" in the GSA and/or GSP under SGMA and the Act. No Associate shall be another GSA, or part of another GSA by agreement, within the Basin.

1.2.2 *Inclusion of new areas within the GSA.* To the extent an entity applying for Associate membership owns and/or controls any areas of the Basin that are not within the Authority's GSA boundary and/or are exempt from the SGMA, the entity must have the authority, and shall agree, to subject any such areas to the Authority's jurisdiction, including, but not limited to, implementation of any GSP requirements, and funding the Authority's costs to implement the GSP within such areas, unless otherwise agreed to by a majority of the Members. Such areas may be designated as a Management Area pursuant to Article II Section 4.3.

1.3 SPECIAL REQUIREMENTS. The following special requirements are in addition to any general requirements:

1.3.1 *Tribal Participation.* Tribes may be eligible to participate as authorized by Water Code Section 10720.3(c). To be eligible to participate as an Associate of the Authority a tribe must be federally recognized and have sovereign lands within the Basin.

1.3.2 *Federal Agency Participation.* While there are multiple Federal Agencies potentially eligible to become an Associate, there shall be a maximum of one Associate Board seat available for those Federal Agencies collectively. If the Federal Agencies are unable to agree on which agency among them is best suited to be an Associate of the Authority those agencies shall file competing applications to become the federal Associate of the Authority.

1.3.3 *LADWP.* The Los Angeles Department of Water and Power's participation in the GSA as an Associate shall be conditioned on its providing a minimum level of ongoing funding toward the Authority's budgets as determined by a majority of the votes of the Directors appointed by Members, and providing information deemed relevant to the preparation and implementation of the GSP. The GSP shall only otherwise apply to LADWP water management activities to the extent the City of Los Angeles and Inyo County agree that the GSP requirements do not directly conflict with the Water Agreement.

1.3.4 *Mutual Water Companies.* While there are multiple mutual water companies and/or corporations regulated by the PUC (collectively referred to as "mutual water companies") potentially eligible to be an Associate, there shall be a maximum of three available Associate seats for those mutual water companies collectively. If the mutual water companies are unable to agree on which company(s) among them are best suited to be an Associate, those mutual water companies, or groups thereof, shall file competing applications to become an Associate of the Authority. Any such participation in the GSA as an Associate shall be conditioned on their providing a minimum level of ongoing funding toward the Authority's budgets as determined by a majority of the votes of the Directors appointed by Members.

1.3.5 *Additional conditions.* Additional conditions required for Associates may be established by a majority of the votes of the Directors appointed by the Members.

1.4 ASSOCIATE BOARD APPOINTMENTS AND VOTES.

1.4.1 *In General.* All Associates shall appoint one Primary Director and one Alternate Director (sometimes referred to herein as a "Director") to the Board of Directors. The Alternate Director shall serve and assume the rights and duties of the

Primary Director when the Primary Director is unable to attend a Board of Directors meeting. Directors shall serve at the pleasure of the governing body appointing them and may be removed at any time, with or without cause, in the sole discretion of the Associate's governing body or equivalent thereof. Each Director shall hold office until his/her successor is selected by the Associate and the Authority has been notified of the succession in writing. Votes shall be allocated to Associates and available as follows:

1.4.2 Tribes. Each tribal Associate shall have two (2) votes.

1.4.3 *Federal Agency Votes*. The Federal Agency Associate shall have two (2) votes.

1.4.4 *LADWP*. The LADWP Associate shall have four (4) votes.

1.4.5 *Mutual Water Companies*. Each mutual water company Associate shall have two (2) votes.

2 INTERESTED PARTIES:

2.1 IN GENERAL. The Authority intends to allow other entities that are ineligible to become an Associate, or whose applications to become an Associate have been denied, or that choose not to be an Associate, to participate as an Interested Party as provided for by SGMA section 10727.8 and this Agreement. Those eligible to become an Interested Party are listed on Exhibit B to this Agreement, and shall not also be an Associate, or part of a group already represented on the Authority by an Associate. The Authority shall provide for four (4) seats on its Board of Directors held by representatives of Interested Parties. The (4) four Interested Parties' Director seats shall be selected by the Directors appointed by the Members. Each Director appointed as an Interested Party Director shall have one vote, except as otherwise specified herein.

2.2 APPLICATION TO BECOME AN INTERESTED PARTY. The application shall be on a form developed by the Authority. The application shall include substantially the same types of information required as if the entity was filing to become a GSA or as otherwise relevant to the applicant's interest in the Basin. In the event an application is deemed incomplete, the Authority shall notify the entity or individual in writing of such determination and describe the information or materials which must be provided and the deadline for their provision. The final terms governing the Authority's granting Interested Party status shall be consistent with the express requirements of this Agreement and subject to approval by a majority of the votes of Directors appointed by the Members and Associates.

ARTICLE VI

MISCELLANEOUS PROVISIONS

1 WITHDRAWAL & TERMINATION:

1.1 WITHDRAWAL OF A MEMBER. A Member may not withdraw from this Agreement after conclusion of the GSPDB Funding Meeting until the GSP is approved for implementation. After the GSP is approved for implementation, any Member may withdraw from this Agreement upon written notice given (3) three months prior to the adoption of the next annual budget. Any such withdrawal shall not become effective until the later of the end of the fiscal year within which the withdrawal notice was provided or when a replacement GSP has been adopted and implemented for any areas that would otherwise become unmanaged by virtue of the Member's withdrawal. The withdrawal of one or more Members shall not terminate this Agreement or result in the dissolution of the Authority. This Agreement shall remain in full force and effect among the remaining members, following the withdrawal of any Member, and the Authority shall remain in operation provided that there are at least two Members remaining in this Agreement.

1.2 WITHDRAWAL OF ASSOCIATE. Any Associate may withdraw from this Agreement upon three months' written notice, effective the following fiscal year.

1.3 WITHDRAWAL OF INTERESTED PARTY. Any Interested Party may withdraw from participation one months' written notice.

1.4 DISPOSITION OF ASSETS UPON WITHDRAWAL. Any asset received or otherwise acquired by the Authority shall remain the Authority's asset upon withdrawal of any Member, Associate or Interested Party.

1.5 TERMINATION OF PARTICIPATION. The Directors appointed by Members may vote to terminate the formal participation of any Associate or Interested Party in their sole discretion. A majority of the Members may also terminate any other Member for cause including, but not limited to, the failure to meet its obligations as set forth in this Agreement or as otherwise may be required. In the event of a termination, this Agreement shall continue in full force and effect among the remaining members as set forth immediately below.

1.6 ONGOING OBLIGATIONS. Any withdrawal or termination of a Member, Associate, or Interested Party shall not relieve it of its financial obligations (including, but not limited to, indemnity obligations, capital costs, debt obligations, CalPERS unfunded Liability, or any net operations and maintenance costs resulting from such withdrawal) arising under this Agreement prior to the effective date of the withdrawal or termination.

2 OBLIGATIONS AND AUTHORITY: The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of any of the Members.

3 LIABILITY OF THE PARTIES: No debt, liability, or obligation of any one Member, Associate, or Interested Party shall constitute the debt, liability, or obligation of any of the other Member, Associate, or Interested Party. The Authority created hereunder shall indemnify and hold harmless the Members, Associates, and Interested Parties, and their agents, officers and employees from and against any damages, costs, or liabilities arising out of the acts or omissions of the Authority, or its officers, agents, and employees. Where Authority employees are also employees of a Member, Associate, or Interested Party, the Authority shall indemnify and hold harmless that employing entity for any damages, costs, or liabilities arising out of the acts or omissions of the employing entity's agents, officers or employees when those persons act on behalf of or at the direction of the Authority. The Authority shall maintain insurance coverage (including workers compensation coverage) adequate to fulfill its responsibilities under this section.

4 DISSOLUTION. The Authority may be dissolved at any time upon the unanimous vote of the Directors appointed by the Members and approval of the Members' governing boards. However, the Authority shall not be dissolved until all debts and liabilities of the Authority have been eliminated. Upon dissolution of the Authority, each Member shall receive its proportionate share of any remaining assets after all Authority liabilities and obligations have been paid in full. The distribution of remaining assets may be made "in kind" or assets may be sold and the proceeds thereof distributed to the Members. This distribution shall occur within a reasonable time after dissolution. No former member which previously withdrew or was terminated shall be entitled to a distribution upon dissolution.

5 DESIGNATION OF SUCCESSOR OR ASSIGNS: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the Members. Any successor or assignee of a Member must be eligible to form a GSA as set forth by the SGMA at Water Code § 10723.6(a), must incur all responsibilities of the original Member under this Agreement and must be approved by a majority of the Board of Directors.

6 SUCCESSOR ENTITY: If the Authority shall be succeeded by a new and separate entity or public entity deemed by the Board of Directors to be a "successor entity," that entity or entities shall receive title to all property held by the Authority pursuant to this Agreement.

7 NO SUCCESSOR ENTITY: Upon termination of the Authority, with no successor entity, all assets and funds, including the proceeds of the sale of property, in the possession of the Authority after payment and/or satisfaction of all lawfully incurred

obligations of the Authority, shall be returned to the members in proportion to their contribution in a manner consistent with Section 1.4 above.

8 **AMENDMENTS**: This Agreement may only be amended by a written amendment approved by the governing bodies of all Members.

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

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed and attested by the proper officers, who are duly authorized, as of the day and year first above written.

[SIGNATURE BLOCKS]

DRAFT

EXHIBIT A
POTENTIAL MEMBERS

- 1 BIG PINE CSD
- 2 CITY OF BISHOP
- 3 COUNTY OF INYO
- 4 COUNTY OF MONO
- 5 EASTERN SIERRA CSD
- 6 INDIAN CREEK-WESTRIDGE CSD
- 7 LONE PINE CSD
- 8 KEELER CSD
- 9 SIERRA HIGHLANDS CSD
- 10 SIERRA NORTH CSD
- 11 STARLITE CSD
- 12 TRI-VALLEY WATER MANAGEMENT DISTRICT
- 13 WHEELER CREST CSD

DRAFT

EXHIBIT B
POTENTIALLY ELIGIBLE INTERESTED PARTIES

- 1 Agricultural Businesses
- 2 Disadvantaged Communities Not Already Represented
- 3 Domestic Well Owner Groups
- 4 Environmental Organizations
- 5 Environmental Users
- 6 Federal Agencies
- 7 Mutual Water Companies
- 8 Non-Agricultural Businesses with private wells
- 9 Public Water Systems
- 10 State Agencies
- 11 Tribes
- 12 Others as set forth in SGMA section 10727.8

DRAFT

Virginia Lakes
Mono City
Lee Vining

Owens Valley Groundwater Basin

June Lake

Mono County

Mammoth Lakes

Crowley Lake
Aspen Springs
Toms Place

Swall Meadows
Paradise

Benton

Hammil

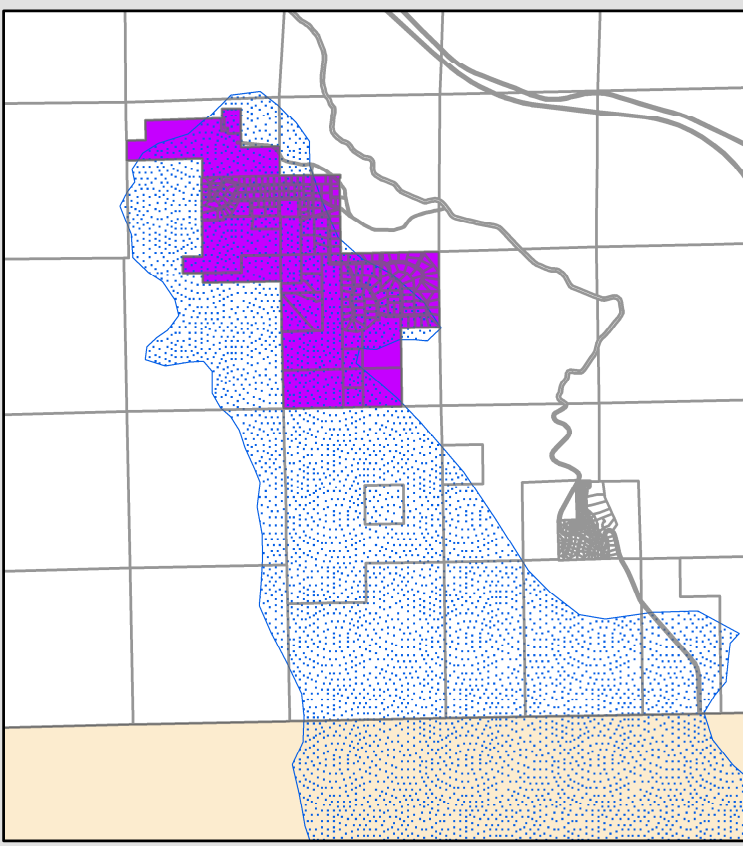
Chalfant Valley

Oasis

Inyo County


Legend

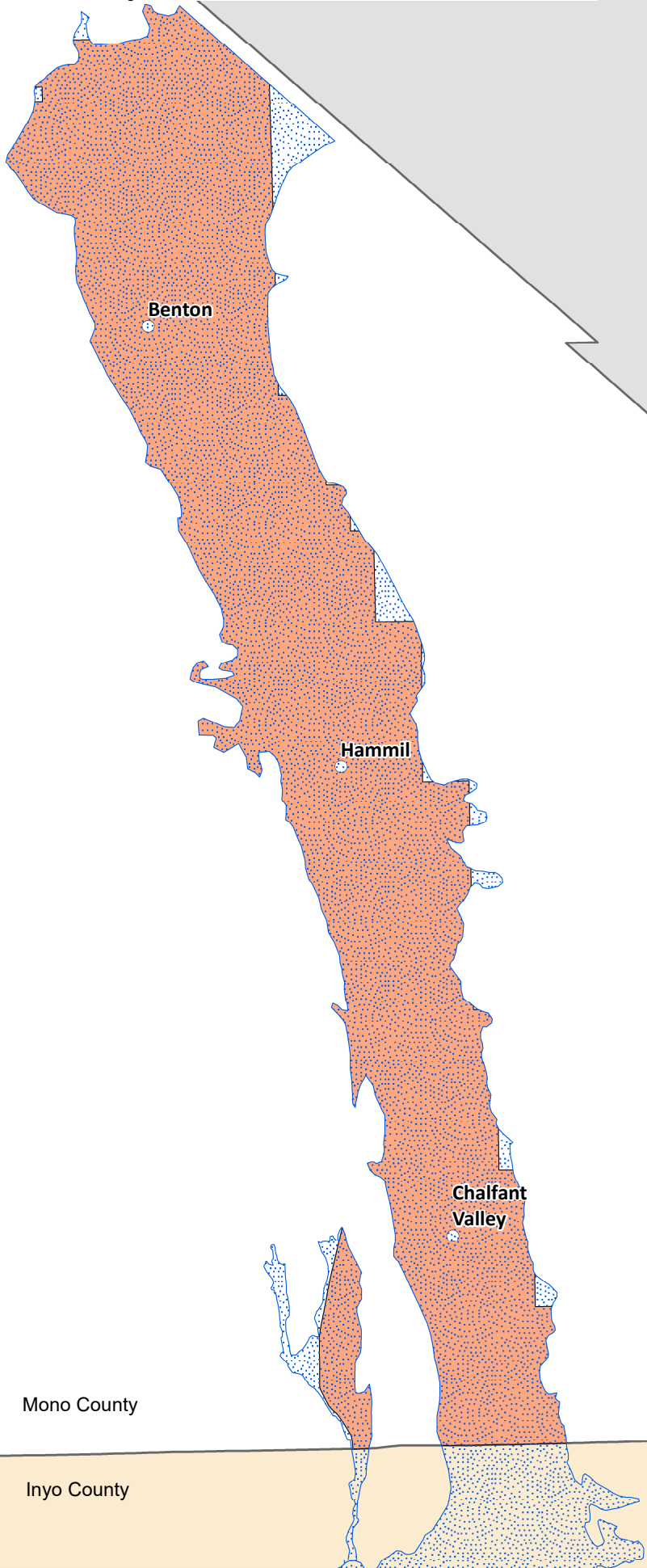
-  Owens Valley Groundwater Basin
-  Tri Valley GSA
-  Swall Meadows CSD



Owens Valley Groundwater Basin

Legend

-  Owens Valley Groundwater Basin
-  Tri Valley GSA
-  Swall Meadows CSD



SGMA Compliance & GSP Preparation

Stacey Simon and Jason Canger
Mono County Counsel's Office





Review of SGMA Requirements

- All high- and medium-priority basins must be managed by a Groundwater Sustainability Plan (GSP)
- Local agencies must decide whether to become a Groundwater Sustainability Agency (GSA)
- GSAs with jurisdiction in high- and medium-priority basins must prepare and adopt GSPs by January 31, 2022
- Once adopted, GSAs are responsible for implementing GSPs and their provisions to ensure the basin sustainability goal and management objectives are achieved





SGMA Requirements: GSA Responsibilities

- GSAs have two major responsibilities:
 - GSP Preparation – prepare a plan for the portion of the Basin within the District’s boundaries which complies with the requirements of SGMA
 - Long-Term Compliance – ensure groundwater use and the activities of users within the basin comply with SGMA requirements and provisions of the GSP prepared by the GSA to ensure the basin is managed sustainably





GSP Preparation: Components

- Physical setting and characteristics of the basin
- Measurable objectives and interim milestones to achieve basin sustainability within 20 years
- Provisions regarding monitoring and management of GW levels/quality; relationship between surface water flow/quality and GW extraction; subsidence, overdraft, and mitigation efforts; recharge and replenishment efforts
- Planning and implementation horizon
- Consideration of county and city general plans and water resources related programs





GSP Preparation: Process and Costs

- 2-Part process to GSP preparation
- Part 1 – Research, Study, Education, and Outreach
 - Review literature, technical documents, hydrologic data, environmental and planning documents regarding the basin
 - Canvas wells to determine groundwater levels, conditions, and use
 - Develop groundwater flow model for evaluation of management activities
 - Local community/stakeholder presentations, education, and outreach
- Part 2 – Preparing Plan and Components
 - Develop drafts of GSP components, including the basin sustainability goal and management objectives
 - Staff review and comment on draft GSP components
 - Prepare revised draft GSP components
 - Final review and adoption of GSP





SGMA Compliance: Process and Tasks

- GSP implementation
 - Monitoring to ensure compliance with GSP requirements and limitations
 - Review extraction and use reports from extractors
 - Enforcement of GSP requirements
- Prepare annual reports on groundwater elevation, extraction, recharge, in-lieu use, basin storage capacity, total water use
- Periodically evaluate GSP to determine whether actions are meeting management objectives and basin's sustainability goal
- Amend GSP if necessary





SGMA Compliance: Costs

- Staff or consultant GSP implementation costs
 - Monitor groundwater extraction and use throughout the basin
 - Review data to determine whether basin sustainability goal and plan's management objectives are being met
 - Administrative and civil enforcement
 - CONTINUAL
- Staff or consultant data review and report preparation
 - ANNUAL
- Staff and/or consultant evaluation of data and GSP effectiveness
 - PERIODIC





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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 18, 2017

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
No Attachments Available

History

Time

Who

Approval