



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

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

Regular Meeting August 16, 2016

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

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

2. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

Approve the minutes of the Regular Meeting held on July 19, 2016.

B. Board Minutes

Departments: Clerk of the Board

Approve the minutes of the Regular Meeting held on August 2, 2016.

3. RECOGNITIONS

A. American Planning Association Award

Departments: Community Development

(Rob Terry, Professional Development Officer, Central Section CA APA) - Presentation of California Central Section American Planning Association award plaque for Mono County Resource Efficiency Plan.

Recommended Action: Receive award plaque from American Planning Association.

Fiscal Impact: No impact.

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. Request for Authority to Hire at Salary Step E

Departments: Social Services

Request by Department of Social Services to fill a Social Worker Supervisor I

position at Step E.

Recommended Action: Authorize Director of Social Services to fill a Social Worker Supervisor I position at Step E.

Fiscal Impact: There is no new cost to the Mono County General Fund; the cost for this position this year, and in subsequent fiscal years, is primarily covered by state and federal Social Services funds. The remaining fiscal year 2016-17 impact is approximately \$117,810 consisting of \$64,549 in salary and \$53,261 in benefits. The 2017-18 fiscal impact would be approximately \$137,195 consisting of \$78,228 in salary and \$58,967 in benefits. There is sufficient budget to cover this request. The position is currently budgeted at a Social Worker Supervisor II. Hiring at the Supervisor I level, while higher in cost initially due to the E Step, results in long-term salary savings to the Social Services budget.

B. Proposed Letter to California Water Commission re: Owens Valley Groundwater Basin Boundary Modification

Departments: County Counsel

Proposed letter to California Water Commission in support of Inyo County's proposed basin boundary modification under the Sustainable Groundwater Management Act ("SGMA"), seeking subdivision of basin into Owens Valley and Tri-Valley subbasins.

Recommended Action: Approve proposed letter to California Water Commission; authorize Supervisor Stump, as Chair, to sign and send on behalf of Mono County and its Board of Supervisors. Provide any desired comment and/or direction to staff.

Fiscal Impact: None at this time. Assisting the Tri-Valley Groundwater Management District to comply with SGMA will very likely require additional staff time, particularly from the County Counsel's office; impact is likely to be greater if basin boundary modification is approved.

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Application for ABC License by Big Rock Resort

Departments: Clerk of the Board

Application for ABC License by Big Rock Resort, LLC in June Lake.

B. Letter from BLM re: Bodie Hills Sagebrush Restoration

Departments: Clerk of the Board

Letter from the Bureau of Land Management dated July 29, 2016 regarding three proposed sagebrush habitat restoration units in the Bodie Hills.

C. Letter from Wildlife Conservation Board re: Wheeler Ridge

Departments: Clerk of the Board

Letter and agenda from the Wildlife Conservation Board dated August 1, 2016 regarding the Wheeler Ridge, Expansion 5, land acquisition program.

9. REGULAR AGENDA - MORNING

A. Mono Lake Update

Departments: CAO

40 minutes (25 minute presentation; 15 minute discussion)

(Geoffrey McQuilkin, Executive Director, Mono Lake Committee) - Presentation by Geoffrey McQuilkin, Executive Director of the Mono Lake Committee will present an update on the impacts of the drought on the Mono Lake water level, water exports to Los Angeles and the land bridge.

Recommended Action: Hear presentation followed by questions and discussion.

Fiscal Impact: None.

B. Friends of the Inyo -Trail Maintenance Project Report

Departments: Economic Development/Community Development

30 minutes (20 minute presentation; 10 minute discussion)

(Laura Beardsley, Executive Director, Friends of the Inyo) - Presentation by Laura Beardsley, Executive Director of Friends of the Inyo regarding the 2016 Trails Maintenance Project, partially funded through Mono County.

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

Fiscal Impact: None.

C. Economic Development/Tourism Presentation

Departments: Economic Development

30 minutes (15 minute presentation; 15 minute discussion)

(Alicia Vennos, Jeff Simpson) - Presentation by Economic Development staff regarding highlights of Mono County Economic Development, Tourism and Film Commission programs in 2015-16, as well as upcoming projects.

Recommended Action: Information and discussion only.

Fiscal Impact: None.

D. Maternal Child & Adolescent Health (MCAH) Agreement Funding Application (AFA) FY 2016-17

Departments: Health Department

20 minutes (10 minute presentation; 10 minute discussion)

(Sandra Pearce) - Proposed contract with the California Department of Public Health (CDPH) Maternal Child & Adolescent Health (MCAH) Program pertaining to the Agreement Funding Application (AFA) for fiscal year 2016-17.

Recommended Action: Approve County entry into proposed agreement and authorize the Chairman's signature on the Agreement Funding Application (AFA)/Update Form for the Maternal Child and Adolescent Health (MCAH) Program for FY 2016-17. Additionally, provide authorization for the Public Health Director to approve amendments and/or revisions that may occur during the contract period, with approval as to form by County Counsel.

Fiscal Impact: There is no fiscal impact on the County General Fund. MCAH funding is a mix of federal and local public health realignment dollars. The local funding is required by the Federal Government to draw down the Title XIX funds. The total MCAH budget for FY 2016-17 is \$177,244.

E. Contract Award for the Stock Drive Realignment Project

Departments: Public Works

10 minutes (5 minutes presentation, 5 minutes discussion)

(Garrett Higerd) - Proposed contract with Meyers Earthwork, Inc. pertaining to realignment of approximately 575 linear feet of Stock Drive and Court Street adjacent to the southern property boundary of Bryant Field and reconstruction of the Court Street/State Highway 182 intersection.

Recommended Action: Based on accompanying staff report, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code regarding bids received in response to a bid solicitation: 1) identify Meyers Earthwork Inc. as responsible bidder submitting the lowest responsive bid; 2) approve and authorize Public Works Director's execution of contract with Meyers Earthwork Inc. for the Stock Drive Realignment Project in an amount not to exceed \$396,550; 3) authorize Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$32,327.50 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

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

F. Temporary Road Closure of a Portion of Stock Drive and Court Street for

Road Construction

Departments: Public Works

10 minutes (5 minute presentation; 5 minute discussion)

(Garrett Higerd) - Consider and potentially adopt Resolution No. R16-____, "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of a Portion of Stock Drive and Court Street for Road and Culvert Construction".

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

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

G. Airport Engineering Contract Amendment

Departments: Public Works

10 minutes (5 minute presentation; 5 minute discussion)

(Garrett Higerd) - Amend existing contract with Reinard W. Brandley, consulting airport engineer, to extend contract term to December 31, 2017; adjust scope of work specifically to reflect engineering for the Stock Drive Realignment project; and incorporate other modifications as indicated.

Recommended Action: 1) Approve and authorize County Administrative Officer to execute amendment to existing contract with Reinard W. Brandley, consulting airport engineer, extending contract term through December 31, 2017; updating Mr. Brandley's scope of work; making other modifications as indicated in attached "Agreement and Second Amendment", and including any changes deemed necessary by County Counsel to comply with Federal Aviation Administration ("FAA") guidelines, grant requirements, and applicable law. 2) Authorize Public Works Director to approve minor amendments to said agreement through remainder of term as Public Works Director may deem necessary, provided such amendments do not substantially alter the scope of work or budget and are approved as to form and legality by County Counsel.

Fiscal Impact: Existing contract allows for services not to exceed \$417,500 in total, for work performed on various projects in existing scope of work. Proposed contract amendment is not expected to require any increase in total contract maximum. Services performed under this contract are charged on a time-and-materials basis consistent with the schedule of fees listed in Attachment A1 to the agreement. Ninety percent of most projects are eligible for reimbursement under the FAA Airport Improvement Program. The amount of County match may be further reduced for items eligible for Caltrans match grants. The County's match requirements are paid out of the County Airport Enterprise Fund. Proposed amended scope of work allocates \$91,500 to Stock Drive Realignment Project (with a negotiated reduction to \$90,500, not appearing in the current documents).

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

11. CLOSED SESSION

A. Closed Session--Human Resources

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

B. Closed Session - Public Employment - Public Health Director

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Public Health Director.

C. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Names of cases: In re: Walker Basin Water Rights litigation: (1) United States of America, *et al.* v. Walker Lake Working Group, *et al* (*five cases with this name*); (2) United States of America, *et al.* v. Walker River Irrigation District, *et al.*; (3) United States of America, *et al.* v. United States Board of Water Commissioners, *et al.*; (4) United States of America, *et al.* v. Nevada Department of Wildlife, *et al.* (*two cases with this name*); (5) United States of America, *et al.* v. Walker River Irrigation District, *et al.* (and all related proceedings and/or sub-proceedings)

D. Closed Session - Public Employment - County Engineer

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

THE AFTERNOON SESSION WILL RECONVENE AT 1:00 P.M.

12. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

13. REGULAR AGENDA - AFTERNOON

A. Draft Comment Letter on the Inyo National Forest Plan Revision & Draft Environmental Impact Statement

Departments: Community Development

2 hours (30 minute presentation; 90 minute discussion)

(Wendy Sugimura) - Consider Draft Comment Letter on the Inyo National Forest Plan Revision & Draft Environmental Impact Statement

Recommended Action: 1. Discuss draft letter and additional discussion topics, and provide direction and edits. 2. Approve the Chair to sign a final letter that is updated by Board direction, edits, and discussion for submittal by the August 25 deadline.

Fiscal Impact: No direct impacts

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 16, 2016

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve the minutes of the Regular Meeting held on July 19, 2016.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Draft minutes 7-19-16</p>
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History

Time	Who	Approval
8/9/2016 10:37 AM	County Administrative Office	Yes
8/4/2016 7:37 PM	County Counsel	Yes
8/4/2016 12:09 PM	Finance	Yes



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

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

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

**Regular Meeting
July 19, 2016**

Flash Drive	#portable
Minute Orders	M16-154 to M16-159
Resolutions	R16-53
Ordinance	ORD16-06 NOT USED

9:00 AM Meeting Called to Order by Chairman Stump.

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

*Break: 10:15 a.m.
Reconvene: 10:25 a.m.
Closed Session: 12:18 p.m.
Reconvene: 1:10 p.m.*

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

Pledge of Allegiance led by Supervisor Corless.

Supervisor Stump:

- Moment of silence for the 8 peace officers killed this week, 5 in Dallas and 3 in Baton Rouge.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Note

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

Randy Short, as Gov. Brown appointee to Waterways Commission, Vice Chair:

- Cal State Parks Waterways Commission meeting Aug 9-10 in Eastern Sierra. Eastern Sierra waterways project was a concept of Dick Noles, and has an advisory board. They have accomplished quite a bit. Grant has been received to redo Silver Lake launch ramp and restrooms. Diaz Lake has also received a grant, total of \$1.1 m in last two years. The commission will be touring the area lakes, including Silver, June. What else can we do for Mono County? Can put in infrastructure to support the boating at a location. Ed Armenta has been wonderful.

Alana Levin:

- Thanks for passing resolution #R16-41 for the triathlon race. Did help to have the road closed and the additional closure times. Also employed CHP for a longer period to cover Pinecliff Rd better. There were no traffic collisions, only one bike accident, but he is fine.

John Peters:

- Further his comments on what's happening in Bridgeport with the clinic. A letter did go out to residents, but he understands there is a doctor that has been providing service 1 day, potential to increase to 3 days a week. It would be a different model than in the past, so he wants to encourage more communication to let the residents know what they can expect and how to access services. We need to let the public know there is someone there, encourages the Board to help facilitate that.

Leslie Chapman:

- Met with Gary Myers yesterday. Vague because they don't have staffing to cover Bridgeport clinic. Optimistic that the new Dr. is excited to cover Bridgeport. Residents can make an appointment so Mono Health Care is committed to giving Bridgeport medical services. As they are able to add staffing, we will let the Board know and do outreach to Bridgeport.

2. APPROVAL OF MINUTES - NONE

3. RECOGNITIONS - NONE

4. BOARD MEMBER REPORTS

Supervisor Alpers:

- 7/13 - Attended the MBRPAC meeting held at the Lee Vining CC. Caltrans officials presented their work plan to mitigate erosion and all-season avalanche issues surrounding the Marina Fire. It appears that the Rockfall Project to be completed this year will probably be suspended for this year. Caltrans is of the opinion that high profile rock/debris containment structures will probably be kept in place for many years. The USFS is evaluating mitigation issues on the upper fire slopes. The community is very concerned about future fires. Discussion ensued regarding about a fire-safe council, combining LV and Mono City Fire Departments, reviewing fire district boundaries and funding, and ending the continual SCE transmission line fire threat.
- 7/15 - Attended with Chairman Stump a "collaborative" field trip with LADWP, CDFW, USFWS, Audubon Society and County Staff regarding permittee irrigation practices as they affect sage grouse habitat. LADWP permittees were able to divert and irrigate pasturelands until June 30th of this year. In the recent drought years, no irrigation was allowed. DWP formulates their irrigation plans beginning in January of each year based on preliminary snow surveys. It appears that there will be no deviation from this format. With improved communication, minor adjustments could possibly be made to improve sage grouse habitat. It was agreed that improved communication between all stakeholders.
- 7/15 - Attended the ESTA Board of Directors meeting held in Mammoth Lakes in Suite Z. By unanimous vote, the ESTA Board approved entering into a new MOU, including final language of the Personnel Rules, with the ESTA Employee Association. Kudos to John

Note

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Helm and employee reps for fair and excellent work. Ridership to Red's Meadows hit an all-time high. Executive Director Helm will be appearing before this Board later today.

- 7/18 - Attended the YARTS JPA meeting along with Supervisor Corless held at the BOS Chambers in Mammoth Lakes. Action items included directing staff to proceed the Short Range Transit Plan RFP process; authorizing the Executive Director to sign and execute the agreement to establish a bus stop at the Silver Tip Lodge in Mariposa County; and approved the nomination of Jim Donovan to serve on the YARTS Authority Advisory Board. Interesting information was provided by YARTS staff. After being open for the first 6 months of calendar year 2015, YNP visitation totaled 1,050,000. For the same period in 2016, the total was 2,100,000. On July 3, 2016, YNP had 8,000 vehicles enter the Park. Caltrans Stage F traffic conditions state that 6500 vehicles will basically paralyze Park traffic flow.

Supervisor Corless:

- Mono County hosted the YARTS JPA Board meeting in Mammoth yesterday, in attendance (in person!) were Mariposa County Supervisor John Carrier, Transit Manager Dick Whittington, and Yosemite National Park Transportation planner Jim Donovan. Actions taken were approval of a bus stop agreement with Silver Tip Lodge in Fish Camp; authorization for the transit manager to seek requests for proposals for the Short Range Transit Plan, once funding is approved (along with discussion of focus areas for the plan); YARTS Authority Advisory Committee appointment of Jim Donovan/YNP; ridership generally up for visitors over last 3 months and beyond; report on funding efforts/transportation grants, and unfortunate report from Dick W. that funding for the Highway 41 route from the Fresno Council of Governments has not been approved, threatening cancellation reports from the park that there were some 8,000 vehicles in the YOSE valley 7/2, possible record-breaking number. With park visitation continuing to outpace prior years by some 20%, sustainable public transportation into Yosemite is crucial to our region's economy.
- ESCOG—special meeting set for the afternoon of 7/29 at council chambers in Mammoth, discussion with representatives from Los Angeles and San Francisco Federal Aviation Administration offices regarding regional air service. There will be a few other items, too.
- Wildfire prevention/preparation meeting—looking to schedule a neighborhood/community meeting during the first week of August, working with ML Fire Dept/Thom Heller...
- Info. Meeting tonight in Sacramento re: CA State Parks OHV Division changes, will get details and report back next month, possibly agendaize.

Supervisor Fesko:

- July 12th - Antelope Valley County Budget Meeting, 34 in attendance not counting County Staff. Great turn out, great presentation by County Staff and some really great questions from the Community Members.
- July 13th - Meet with Jeremy Marshall, the District Ranger for the Humboldt-Toiyabe National Forest, to discuss several issues in the Bridgeport area regarding the Forest, campgrounds, etc. He has been invited to come before the Board to introduce himself.
- July 15th - Laid to rest Buster, our 15 year old Australian Shepard. A great dog, a great companion, a great soul!
- July 18th - Thank you to the Sheriff's department, namely the Jail personnel and inmates for their help on doing a great job on cleaning up the Mountain Gate park. In addition, on the late afternoon on the 18th, myself along with 7 other community members nearly completed the remaining weeding and cleaning up of the park. As agreed upon, the community will be putting together scheduled cleanup days, 3 times a year. This is a community park and the community wants to be part of the effort to maintain the park. A huge thank you to all involved!
- Regarding the Bridgeport clinic. On June 21st Gary Myers made a statement to our board at which time he said a letter would go out to all box holders in Bridgeport. Miscommunication on Gary's part delayed the letter. The letter did not go out until last week according to Gary.

Supervisor Johnston:

- Attended the Great Basin Unified Air Pollution Control District meeting in Markleeville, Alpine County. Items of note include public comment regarding the Regional Haze Rule, postponement of election of Vice Chair (Wentworth is new Town appointee but was absent),

Note

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travel report including the EPA national award which you may have seen in the paper, report on the "Bike Challenge", adopted the 2016 Air Quality Monitoring Plan, the Air Pollution Control Officer noted that the Air Resources Board approved the State Implementation Plan and now is on to the EPA, reported that DWP was fined \$1.1 million for not meeting air quality requirements on the Owens Dry Lake, and also reported that Burn Day designation will be split between Inyo and Mono County to better manage burn days permitting.

- asked that the letter from Ilene Mandelbaum be on future Correspondence (staff noted that it was).
- thanked staff who have been on furloughs for the last few years. Recognized the contribution they have made to saving jobs and services in Mono County.

Supervisor Stump:

- 7-13 : Attended the Great Basin Unified Air Pollution Control District meeting. Thank you to Supervisor Johnston for driving.
- 7-13 : Attended the Budget workshop in Benton. Was reminded that we need to post meeting notices in the Post Office and at the Community Center.
- 7-14 ; Sat in on a conference call with the Inyo County CAO, Inyo County Counsel Marshall Rudolph, Inyo Water Department Director Bob Harrington, Leslie Chapman, Stacey Simon, and Steve Kerins. The topic of the call was the decision by State Department of Water Resources staff to deny the basin boundary split. There is a DWR briefing in Sacramento on 7-21. Inyo and Mono will both send staff.
- 7-15 : Went on a sage grouse habitat health field trip to look at the areas between Benton Crossing Road and Crowley Lake. Attending were staff from Calif. Dept. of Fish and Wildlife, US Fish and Wildlife Service, BLM, Audubon Society, DWP, Wendy from Community Development, the Agricultural Commissioner, Supervisor Alpers and myself. The habitat is suffering due to lack of irrigation water which is controlled by DWP. Communication from DWP is still poor according to some attending. Thank you to Supervisor Alpers for attending and providing historical information about the area. Thank you to Wendy Sugimura for getting all the agencies in the same place at the same time.

5. COUNTY ADMINISTRATIVE OFFICE

Leslie Chapman:

- We continue to be busy; focus is still on the budget. About halfway through meetings with departments. Another budget meeting tonight in Mammoth, Thursday night in Crowley Lake. Already gave a report on the hospital to provide service to both the community and inmate care. Kudos to Alicia Vennos and her staff; they took an award in Sacramento. The August 1st paycheck will be the first where employees will have relief from furloughs. At coffee with CAO this week, will mention as well. Thank you to the employees for the budget help.

Janet Dutcher:

- In the town hall meetings, message has been that while revenues are increasing, we are also seeing increases in expenditures such as CalPers. CalPers expects that over a 20-30 year timeline, they expect to earn 7.5 % on their investments. FY 2015, they earned 2.6%, FY2016 earned 0.6%. Estimated their 20 year average has dropped to 7%. We need to work on controlling expenses.

6. DEPARTMENT/COMMISSION REPORTS

Sheriff Braun:

- Appreciates the moment of silence. It's been a hard week. No imminent threats in Mono Co, her department continues to serve. Deputies are not riding alone when possible, waiting for backup when going to a call that may have potential to be dangerous.

7. CONSENT AGENDA

Item C pulled for admin reasons.

Note

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(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. Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 5/31/2016

Action: Approve the Treasury Transaction Report for the month ending 5/31/2016

Johnston moved; Corless seconded

Vote: 5 yes; 0 no

M16-154

B. Mono County WIC Program Contract Amendment #15-10093, A01

Departments: Mono County WIC Program

Proposed contract Amendment with the California Department of Public Health pertaining to WIC Services.

Action: Approve County entry into proposed contract and authorize Board Chair Fred Stump to execute said contract on behalf of the County. Provide any desired direction to staff.

Johnston moved; Corless seconded

Vote: 5 yes; 0 no

M16-155

C. Agreement and Second Amendment to MOU between County and Paramedic Rescue Association

Departments: Human Resources

Proposed resolution #R16-53, adopting Agreement and Second Amendment to MOU between the County of Mono and the Mono County Paramedic Rescue Association (MCPRA).

Action: Adopt proposed resolution #R16-53, adopting Agreement and Second Amendment to MOU between the County of Mono and the Mono County Paramedic Rescue Association (MCPRA), in accordance with the corrected version handed out at the meeting.

Corless moved; Alpers seconded

Vote: 5 yes; 0 no

R16-53

Dave Butters:

- There is an amendment, only a few minor tweaks to be aware of.

Supervisor Johnston:

- We have a study for recommendations for our EMS system. How does this MOU fit in with the study and the 50+ options suggested?
- Noted that staff is just coming off furloughs, the Paramedic Association was not on furloughs at that time. How much was the average furlough worth for MCPE?

Note

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Leslie Chapman:

- Several of those 50 options can be acted upon. The MOU is effective through 2018, does not preempt the suggestions or options for the future.
- The average furlough was 2.7% for MCPE employee, some chose to take more.

The Board requested to view the redlined version to review the changes. These changes are noted in the final document available with R16-53.

D. Authorize Supervisor Corless to Vote for Greg Cox for NACo Second Vice President

Departments: Board of Supervisors

Support for Greg Cox's candidacy for National Association of Counties (NACo) president.

Action: In accordance with CSAC recommendation, authorize Supervisor Stacy Corless, as the Mono County NACo representative, to vote for Greg Cox, San Diego County Supervisor for National Association of Counties (NACo) Second Vice President at the NACo Annual Business Meeting on July 25, 2016.

Johnston moved; Corless seconded

Vote: 5 yes; 0 no

M16-156

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Keith Potter Letter Regarding Bear Issues

Departments: Clerk of the Board

Correspondence from Keith Potter, June Lake resident, regarding habituated bear issues in June Lake.

Supervisor Alpers:

- Would like to hear from Sheriff Braun. This is quite a problem in the June Lake tract.

Sheriff Braun:

- She was cc'd on this letter. This bear has become quite habituated to the homes in the area. While there are depredation permits, many homeowners do not feel comfortable killing a bear. One option is a contract. Would cost a few thousand dollars to have the contractor come out. This problem bear would not be relocated, it would be disposed of. This bear has done a lot of damage in the June Lake area. Wildlife management is not a function of the Sheriff Dept, but there are other options for bear services, though they can be expensive. Could be a Board item in the future.

Supervisor Johnston:

- He recommends talking to Steve Searles regarding advice on how to mitigate this issue.

Board concurrence for a future agenda item on wildlife management, before an item to contract for bear services.

Note

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

9. REGULAR AGENDA - MORNING

A. Short Range Transit Plan Update

Departments: ESTA

(John Helm) - Short Range Transit Plan Update

Action: Hear and discuss ESTA short range transit plan update.

John Helm:

- Went through his Powerpoint presentation.
- A portion of TOT in Mammoth Lakes goes to transit services, but also comes from extensive other sources.

Supervisor Alpers:

- Please keep Bishop and Lone Pine in loop for transit to Whitney Portal.

Supervisor Stump:

- People look at statistics and wonder why it's so focused in Mammoth. Maybe add something that shows Mammoth pays a subsidy so people understand why it seems Mammoth-centric.

B. All Hazards Incident Management Team

Departments: Sheriff

(Sheriff Ingrid Braun) - Sheriff Braun will present the proposed Interagency All Hazards Incident Management Team Mutual Aid Agreement. This Agreement will allow Mono County to partner with the Town of Mammoth Lakes and the Mammoth Lakes Fire Department to more effectively and efficiently manage emergencies through mutual aid.

Action: Approve the Interagency All Hazards Incident Management Team Mutual Aid Agreement and authorize Sheriff Ingrid Braun and County Administrative Officer Leslie Chapman to sign the Agreement.

Alpers moved; Johnston seconded

Vote: 5 yes; 0 no

M16-157

Sheriff Braun:

- During the Round Fire, we found we could have coordinated our resources better if we'd been trained and ready to go. We are a rural area with sparse resources and we need to work together to manage incidents. This is a great opportunity to partner with Mammoth Lakes Fire and Mammoth Lakes PD. Asking permission to enter into this agreement with the Town and Fire Protection District to get this team in action.
- Some of the roles people would be trained in would be finance, safety, management, etc. This team would be to partner and pool our resources to make our response to emergencies that much better.
- There is a training cost associated with the team, but nothing extraordinary. Round Fire opened our eyes to what we really need in terms of response teams.
- This is volunteer, even though every county employee is a disaster service worker. During an emergency, those staff members would be assigned to the Incident commander, not their regular department for the duration of the incident.

Frank Frievalt:

Note

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- Resolutions are to give approval to the Town and Fire to enter into the agreement. We have a final draft. The first choice on wildfire would be those who specialize.

Supervisor Johnston:

- Such a good idea, why not before? The obvious question, is there cost associated?

Supervisor Corless:

- Thanks to Sheriff Braun and Chief Frievalt for championing this and following through. Earlier this year, public safety was a strategic plan priority and this fits in well with the plan.

Supervisor Stump:

- Using CERT is excellent, but CERT may be more concerned with their own residences in an emergency. Staff level of confusion, need to clarify what each role would entail, e.g. a financial support person would not be expected to go fill sandbags.

C. Drug Court Update

Departments: Probation

(Dylan Whitmore) - Probation Department Report on Drug Court

Action: Update the Board on the first year's progress of the Mono County Drug Court Program. Provide answers or clarifications as to the scope, duties, and services offered to those in the community.

Dylan Whitmore:

- This is a federally funded grant program, not general fund. 4 members right now, seeking a 5th. So far it's been successful.

Daniel Lengeman:

- In 2010, a lot of inmates were shifted from the state to the county. Now many drug crimes are no longer felonies. Many peripheral crimes also come up related to drugs. The only community that consistently commits crimes is the drug community. It's an intelligent place to put our resources, which can help stop other crimes such as domestic violence and theft. We have a dedicated officer, we are making consistent contact with the drug community so we can get to those who are using and get them help.

Mike:

- A participant in the program, says it has been very beneficial to his recovery. Helps understand what addiction really is, for him it's helped him stay sober and has become a better parent and husband. Thanks this program for helping him get his life straight.

Jon Himelhoch:

- Breaks the division between client and court. Allows the participant and judge to interact on a one on one level. By serving the participants, we're serving the community.

Tim Kendall, District Attorney:

- Background: this court works in conjunction with his funding sources and in 2014 we saw just putting people in custody wasn't helping them. An opportunity through a grant was to develop program, 3 tiers, including drug court and transitional services. Allows participants to seek services that help them return to the community, including housing, counseling, and financial, under an umbrella of services. Very collaborative effort. Sees great success in the long run, will reduce the types of crimes we'll see in our community.
- We have a large transient population, not really residents, not really homeless. We do see drug use and abuse by those individuals. Many return to the areas they are from, but we don't see homelessness in the general sense among our own residents

Karin Humiston, Probation:

- Has been really exciting and fun. Has helped tremendously, with the jack grant, we will be able to expand, everything is going really well so far. Mike has done a lot of work and it's been difficult, but he's done it and he's done really well.

D. Sierra Center Mall Office Space Proposal

Note

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

Departments: CAO

(Drew Hild/Paul Rudder) - Presentation from Drew Hild and Paul Rudder regarding a proposal for a new lease amendment for the Sierra Center Mall.

Action: Hear presentation and provide staff direction.

Leslie Chapman:

- We have a study currently going on to analyze our space needs. We have a working group, and have hired a consulting group to see what our space needs are, and probably next month will come to the Board with a report. Urgency on this item because Rudder and Hild have an offer at this time.
- Our current lease expires Oct 31, 2019, and many issues need to be worked out. Doesn't want to rush into this. Contract would need to be strong before we'd sign. Wants to see the process run its course. The proposed lease would be non-cancellable. There are several things that need to be ironed out.

Drew Hild:

- He and Paul Rudder are the managing partners of Sierra Center.
- He went through their proposal included in the agenda packet. County would have all the common areas on 3rd floor and half of 2nd floor for exclusive use. Would be up to the County as to how to utilize that space, possibly to repurpose and reconfigure spaces. Repurposing an existing building is far less expensive than building new. How to go about? We would obtain financing. You design the space; we would build the whole thing. Your economic responsibility begins upon delivery of spaces. Time is of the essence, unique financing situation, wants to take advantage of it before it goes away. Feels this can work for both parties. Trying to be responsive to the county's needs.
- Retrofitting and strengthening the building is a function of the total package. We can work out whatever you decide you need as a part of the repurposing the building. What is necessary in a win-win, should be outlined in an agreement. Amendment to the County's current lease? Anything can be rewritten, whatever it takes to make you comfortable.
- We have \$6-700k earmarked to improve the building, signage, parking, etc. Willing to make that part of the deal so it's a whole package of occupancy.

Supervisor Johnston:

- Thank you for this. He has been an advocate of "non-taj-mahals". Agrees building new is more expensive, and can be vacant much of the time. Maintenance costs are higher, feels there are advantages to repurposing buildings.
- There is talk of this building not being structurally sound due to its age. What kind of maintenance/retrofitting can be done in the future? Also the general maintenance over time, things have been brought to our attention that should have been addressed. Non-responsive

Supervisor Alpers:

- Expiration date on the loan is July 29, 2016?
- **Hild:** we have 2 choices, either consider, or not. If yes, then they can start their process for the lending. Don't know for sure when the financing could be gone. The financial community usually keeps loans good for 30 days at a time. Feels drop dead date could be Sept 1. We can push the time, but we risk losing the offer.

Supervisor Corless:

- Agrees with Supervisor Johnston for the need for pragmatism when it comes to government facilities and do what makes the most sense. We need to consolidate space, especially in Mammoth. Huge time constraint. Has not heard mentioned that what we do as a county with our space also has a tremendous impact on the Town and the County.

Supervisor Fesko:

- Looking at the long term, the board needs to look at all the options. Feels we do need to vet things out, this feels a little rushed. Benefit to having a civic center, feels we are too spread out and we need to consolidate. Hopes the financing is still there as we work through this over the next few months.

Note

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Paul Rudder:

- His first purchase of this building was in 1997, when the county was just starting to analyze space needs. Apologize for the time constraints, but our only option was to either bring the offer or not. Cheapest way to get a new building.

Stacey Simon:

- One issue that comes up is a lack of time. Would like to see a draft amendment now so we can address issues like recourse. Current lease has no ability to remedy. Number of issues besides just amendments.

Supervisor Stump:

- Supports the process we're in. He doesn't want his successors having to deal with residual problems created by this board, he wants to do it right the first time.

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

No one spoke.

11. **CLOSED SESSION**

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

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

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: Unknown. Facts and circumstances: Inclusion of certain types of holiday pay in calculation of regular rate of pay based on recent caselaw and Department of Labor directives.

AFTERNOON SESSION WILL RECONVENE AT 1:00 P.M.

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

No one spoke.

13. **REGULAR AGENDA - AFTERNOON**

A. **Long Valley Hydrologic Advisory Committee Workshop**

Departments: Community Development

Note

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

(Nick Criss) - Long Valley Hydrologic Advisory Committee Workshop, including presentation by Jim Howle, United States Geologic Survey
Action: Conduct workshop and provide any desired direction to staff.

Nick Criss:

- Read from the Long Valley HAC by-laws.
- The funding of HAC is through a conditional use permit. The permit holder funds the monitoring program. This comes annually before the board with contracts. The USGS cannot contract directly with a private company, so the County serves as the go-between. Ormat funds the County, then the County USGS.
- The County, as the permitting agency, is responsible for enforcing the non-binding recommendations. The recommendations are analyzed through the CEQA process.

General board questions and discussion regarding the confidentiality clause in the by-laws. Supervisor Corless reminded the Board that this item is informational only.

Jim Howle, USGS:

- He has worked in this area since 1987, is well versed in the hydrology and geology of hydrothermal activity.
- Went through his power point presentation, available on the County website under Additional Documents.

B. Crowley Lake Skatepark - Parking Lot Improvements

Departments: Public Works

(Peter Chapman) - Discussion and proposed expenditure of County Service Area 1 funds for design and construction of Crowley Lake Community Center Skatepark parking lot.

Action: Approve County Service Area #1 (CSA1) expenditures on parking lot plans and construction. Provide any desired direction to staff.

Stump moved; Alpers seconded

Vote: 5 yes; 0 no

M16-158

Peter Chapman:

- Looking for approval to spend the money as the CSA #1 Board has presented their expenses for this project.

Supervisor Stump:

- In support of this. There will be a chili cookoff in August to help support the project. CSA has the resources to support this; they have vetted this within the community.

C. Flow Agreement with the Town of Mammoth Lakes

Departments: Public Works, Solid Waste Division

(Tony Dublino) - Proposed Flow Agreement with the Town of Mammoth Lakes.

Action: Approve County entry into proposed Flow Agreement with the Town of Mammoth Lakes and authorize Board Chair to execute said contract on behalf of the County. Provide any desired direction to staff.

Johnston moved; Corless seconded

Vote: 5 yes; 0 no

M16-159

Note

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Tony Dublino:

- Requesting the Board's approval on the Flow agreement with the Town of Mammoth Lakes. We have been pursuing this in earnest. County Counsel and the Town Attorney have worked together on this, as per the joint Town/County meeting.
- The issue of indemnification was a primary point of concern. Agreed to move the environmental indemnification over to the parcel fee.

ADJOURN at 2:35 p.m.

ATTEST

FRED STUMP
CHAIRMAN

HELEN NUNN
SR. DEPUTY CLERK



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 16, 2016

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approve the minutes of the Regular Meeting held on August 2, 2016.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Draft minutes 8-2-16</p>

History

Time	Who	Approval
8/9/2016 10:36 AM	County Administrative Office	Yes
8/8/2016 1:45 PM	County Counsel	Yes
8/4/2016 12:09 PM	Finance	Yes



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

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

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

**Regular Meeting
August 2, 2016**

Flash Drive	#
Minute Orders	M16-160 to M16-168
Resolutions	R16-54-R16-56
Ordinance	ORD16-06 NOT USED

9:00 AM Meeting Called to Order by Chairman Stump.

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

*Break: 10:00 a.m.
Reconvene: 10:10 a.m.
Closed Session: 11:25 a.m.
Reconvene: 1:05 p.m.*

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

Pledge of Allegiance led by Jami Jerrett.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Jeremy Marshall, District Ranger, Humboldt Toiyabe Forest:

- New to the area, has been here about 3 months. Looking forward to working with everyone.

Note

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2. APPROVAL OF MINUTES

A. Board Minutes

Departments: Clerk of the Board

Approve the minutes of the Regular Meeting held on June 21, 2016.

Corless moved; Alpers seconded

Vote: 5 yes; 0 no

M16-160

B. Board Minutes

Departments: Clerk of the Board

Approve the minutes of the Regular Meeting held on July 5, 2016.

Fesko moved; Alpers seconded

Vote: 5 yes; 0 no

M16-161

C. Board Minutes

Departments: Clerk of the Board

Approve the minutes of the Regular Meeting held on July 12, 2016.

Johnston moved; Fesko seconded

Vote: 5 yes; 0 no

M16-162

3. RECOGNITIONS - NONE

4. BOARD MEMBER REPORTS

Supervisor Alpers:

- 7/22 - Attended the Wounded Warrior fund raising Eastern Sierra Music Festival concert held at the Tri County Fairgrounds. Dwight Yoakum and the Gatlin Brothers were the major entertainment names featured. Marine Col. Greg Martin spoke of the importance of this effort in support for the facilities in Mammoth. In spite of the intense heat, the event was very successful.
- 7/27 - Attended former Mono County Sheriff Martin Strelneck's 80th birthday celebration held at the Strelneck residence in Lee Vining. The function was well-attended with Martin's family coming from Maine.
- 7/30 - Briefly stopped by the Mammoth Lakes Kid's Fishing Festival held at the Snowcreek ponds in Old Mammoth. The venue was packed with the highest registration ever recorded at the event. Official and un-official registration topped 1000 kids. Support and sponsorship for the event poured in from all over the state. I would like to request from our Board that event organizer and MC Fisheries Commission Chair Gaye Mueller be placed on the 8/16 agenda to provide information on the event. Out of the area sponsors are calling this event the Super Bowl of kid's fishing venues.
- 7/30 - Attended the ESLT's Lands and Legacy Dinner and Paddle Raise held at the McCoy

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Station Parallax Restaurant on MMSA. ESLT programs and accomplishments were acknowledged and highlighted. Over \$70,000 was raised in support by evening's end.

- Spoke with many Mono Basin residents regarding fire safety between Lundy Canyon and Lee Vining. We are developing a political strategy to encourage SCE to replace the dated critical power lines.
- I would request that this meeting be adjourned in the name of Jon Michener. Jon was a 1977 graduate of Mammoth High School and was a starter on the very first MHS Varsity Basketball team of which I was the Head Coach. Jon's parents, Bob and Wilma Michener, owned and operated the Pine Cliff Resort in Old Mammoth before retiring to Bishop. Bob Michener was a former member of the Inyo County Board of Supervisors. Jon was very active in the Bishop community as he served as volunteer Varsity Basketball Coach at Bishop Union HS. As a general contractor, he led a volunteer effort to upgrade and rejuvenate the BUHS Gus Klekas Gym.

Supervisor Corless:

- Budget Town Hall 7/19: Excellent presentation by Leslie, Janet, Megan—available online now. Suggestions that county tie meetings in to RPACs and in Mammoth, consider giving a presentation at town council to get more participation.
- Town Council 7/20: Presentation of downtown plan/vision to council by the Hart Howerton firm, very interesting and will be opportunities for county engagement, including a government center.
- NACo: Joined some 2,000 county representatives in Long Beach for conference. San Diego Supervisor Greg Cox successfully elected 2nd Vice President; approved some by-law changes, however other, more controversial changes were deferred to next year or indefinitely; applied to join public lands policy committee; will present full policy update next week.
- Missed the ESCOG special meeting—will get a report next week.
- Mammoth Lakes Broadband Task Force, reviewed proposed technology initiative by Mammoth Mountain; task force/staff will be making recommendations to town Planning/Economic Development Commission.
- Wildfire Preparedness Meeting Tonight, 5pm, Mammoth Lakes Fire Department leads discussion, looking into re-starting Mammoth's Fire Safe Council.
- Coming up: Behavioral Health Advisory Committee next Monday at 3pm. Busy week in Mammoth, Bluesapalooza Thursday-Sunday.

Supervisor Fesko:

- July 22 – 25 Attended the 2016 NACo Annual Conference. Some of the sessions I attended included: Rural Action Caucus, Market your County for Free, Workforce Development Roundtable, Identifying and Preventing Human Trafficking, Removing Barriers to Solar Energy Development, Tribal County Relations and the action packed NACo annual meeting to name just a few.
- At the exhibition hall, I meet with Steve Hoe (Gov. Sales Regional Mgr) and Tony Gratson (Gov. Sales Mgr) to discuss the ins and outs of the Ford Police Interceptor. Items discussed were safety (it passed the 75 MPH Rear-Crash test, Ballistic Door Panels, Advanced structural integrity, etc). Pricing was also discussed and seeing that California State has special pricing plans, these would be available to us. Also, there is a high possibility to test a Police Interceptor for a few days here in Mono County.
- NACo County Explorer www.naco.org/CountyExplorer
This website lists just about anything that one would want to know about any County in the U.S. Things such as Demographics, Local Government Pay, Airports, Veterans Service Offices, County Details, etc. Really great site for everyone!

Supervisor Johnston:

- Attended the Mammoth Lakes Housing meeting. Items discussed included the first Stakeholder Summit Series meeting, noted that Colin Fernie was replaced by John Wentworth on the MLH Board, we reviewed the Hart Howerton plan which was presented to the Town Council, and reviewed the Shady Rest Affordable Housing Feasibility study - the finding is that it is feasible, funded primarily by Cap and Trade funding, some 21 million

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dollars in first phase funding.

- Attended the first Stakeholder Affordable housing meeting.
- Attended the Town Police facility dedication where several golden shovels tossed a lot of dirt around.
- Had a check in on the strategic plan with Leslie and Megan.
- Reviewed the video of the Hart Howerton plan.

Supervisor Stump:

- 7-20: Attended the Tri Valley Water Commission. Presentations from Stacey Simon, Steve Kerins, Nathan Reade, Brent Calloway. Thanks to all. Focus of the meeting was to assess how to proceed since DWR staff is recommending that the water basin not be split. There must be a Groundwater Sustainability Agency named by 6-30-2017. If not the Basin is declared probationary by the State and the State will take over if a GSA is not named within 180 days of the probationary ruling.
- 7-21: Budget Workshop in Crowley - poorly attended.
- 7-25: Met with Steve Frisch of the Sierra Business Council - Steve offered collaborative help from the SBC - He also informed me that the SBC now has a Sacramento staffer dedicated to Sierra Nevada issues.
- 7-26: Conference call with several SCE staffers to discuss SCE infrastructure improvement projects in the Tri Valley - The Tri Valley substation, located at Chidago Canyon Road, is at capacity and cannot supply any additional power - 4th quarter of 2017 the substation will be rebuilt to up its capacity from 3.75 Mega Volt Amps to 14 MVA - 2nd quarter or 2018 5 miles of the north circuit that runs toward Benton will be replaced with new lines and poles in the same right of way. The old poles and lines will be removed. The new poles will have greater resistance to environmental factors. Capacity will increase from 4.3MVA to 7MVA. Undergrounding was discussed. There is a small chance that this project could occur at the same time as the substation rebuild - 2020 will see a new north circuit added to existing poles to service the Benton Reservation area. Capacity of this circuit will be 7MVA.
- 7-28: Met with Leslie and Megan to review Strategic Plan
- 7-28: Accompanied Leslie to meet with the Inyo Cao, Inyo Social Services (also Public Health) Director, and Supervisor Kingsley to discuss issues related to ICEMA as our LEMSA. Lynda Salcido participated by phone. Inyo staff is going to set up a joint Mono, Inyo San Bernardino CAO meeting to discuss further.
- 7-29: Received a copy of the Cal Fire Round Fire investigation report. A very large document. Thanks to Jake Suppa for working on a way to get it posted on the County Website. I have one copy on a flash drive.

5. COUNTY ADMINISTRATIVE OFFICE

Leslie Chapman:

- 7/20 & 7/21 – Coffee with the CAO, budget & the money game
- Continuing – Budget meetings with individual departments
- 7/20 – Energy task force, SCE on billing lighting retrofits & solar at 1% financing paid for with energy savings.
- Town Council meeting and adoption of the Solid Waste Flow Agreement! Congrats to Tony Dublino and Stacey Simon.
- 7/21 Completed Town Hall Budget meetings.
- 7/24 – Met with our software consultant to make a plan to resolve software implementation challenges moving forward. Setting meetings with effected department staff and will set meeting with Harris upper management to conclude plan.
- Various dates – meetings with various strategic plan stakeholders to generate ideas and get support for next steps on the strategic plan. Next presentation will be August 11th as part of the budget workshop.
- 7/28 – Along with Chairman Stump and Lynda Salcido, Public Health Director, met with Inyo County Supervisor Matt Kingsley, CAO Kevin Carunchio and HHS Director Jean Turner to

Note

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discuss relations with ICEMA (Inland Counties Emergency Medical Agency) and how rural counties might better be served. Ideas were generated and a plan to move forward is in process.

- 7/29 – Sierra Business Council meeting with Steve Frisch to discuss programs, community programs with emphasis on small business development programs and how they might be streamlined to better serve our rural communities.
- 7/29 – ESCOG meeting where Randy Short discussed the Boating and Waterways commission meeting and tour. The walking and driving tour is next Tuesday and covers the Lower Owens River Paddle Trail, Silver Lake Boat Launching Facility, June Lake Marina, Convict Lake Boat Launch Facility, and Rock Creek Lake Boat Launch Facility. Then on Wednesday, there is a public meeting and Mr. Short has asked if it would be possible to have a County representative at public comment to talk about Mono County projects.
- There was a representative from the FAA who did tours of our airports with staff and leadership to look at regional airport possibilities and discuss funding options.
- Potential Forest Plan Revision comments were presented by Councilmember John Wentworth and discussed for potential support and possible inclusion in the County's comments. This is a formal item on our Board agenda for the 9th.

6. DEPARTMENT/COMMISSION REPORTS

Sheriff Braun:

- Microwave link failure on Conway Summit, learned UHF link was only working in one direction. Delta Wireless was able to work with IT and got it working, but the microwave link is non-operational. Cell phones were able to be used. Very important that we get this fixed and working again. Very happy to have IT on board with this.
- **Nate Greenberg:** link went down around 3 a.m. IT had been up at Conway. Dispatch used a workaround for communication. Could have been devastating if an incident had been going on. Going to be doing some repair and replacement. We will have a significant investment before us in the next several years.

Stacey Simon:

- Follow up on the Marina Fire. Lots of concern in Supervisor Alpers' district, there is public belief that the SCE power poles are at fault. There is public talk of the County suing SCE; would like to see the Board reaching out to SCE to ensure public safety with inspections, etc. In order for a party to bring litigation, they have to have legal standing, or have been harmed by the incident. The Marina Fire primarily affected state or federal lands. Does not feel litigation, as it's being discussed in the community, is an option for the county at this time.
- Her office will be available to assist the CAO and Board with any action the Board decides to take; addressing concerns, sending appropriate letters, etc.

Garrett Higerd:

- Update on Stock Drive BLM project. Currently in escrow with all parties, expecting to close on or before Aug 15. Will be coming on the 16th with a request to begin construction. Have received FAA grant for 90% of cost, plus state match grant for 5% of cost. Airport Enterprise fund cost is down to 5% of total cost.

7. CONSENT AGENDA

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

A. Medi-Cal Safety and Security Agreement

Departments: Social Services

Note

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

As a condition of administering Medi-Cal benefits the California Department of Health Care Services (DHCS) requires, in accordance with Federal Law, each County Department of Social Services to execute a Medi-Cal Privacy and Security Agreement. A new agreement to ensure the continued transmission of information between Mono County and the DHCS has been prepared and is ready for Board approval.

Action: Authorize Kathy Peterson, Director of Mono County Department of Social Services, to sign the Medi-Cal Privacy and Security Agreement required by the State of California for the administration of Medi-Cal benefits.

Johnston moved; Alpers seconded

Vote: 5 yes; 0 no

M16-163

B. Treasury Oversight Committee Member Confirmation

Departments: Finance

Treasury Oversight Committee Member Appointment and Confirmation.

Action: Per Government Code section 27131(a) and Mono County Resolution No. R13-114, confirm Larry Johnston, Janet Dutcher, and Gerald Frank and appoint Shields Richardson as members of the Treasury Oversight Committee.

Johnston moved; Alpers seconded

Vote: 5 yes; 0 no

M16-164

C. Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 6/30/2016.

Action: Approve the Treasury Transaction Report for the month ending 6/30/2016.

Johnston moved; Alpers seconded

Vote: 5 yes; 0 no

M16-165

8. CORRESPONDENCE RECEIVED (INFORMATIONAL)

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

A. Letter from Ilene Mandelbaum re: Bears in June Lake

Departments: Clerk of the Board

Correspondence dated July 15 from Lee Vining resident Ilene Mandelbaum regarding her letter to the Editor of the Sheet concerning the bears in June Lake.

Note

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Supervisor Alpers:

- Thank you to Ilene for sending the letter, thanks also to Keith Potter for his previous letter. The June Lake community is looking into how to deal with this.

B. Agricultural Commissioner's Monthly Update

Departments: Clerk of the Board

July, 2016 update from the Agricultural Commissioner's Office.

Supervisor Fesko:

- For about the last 15 years, there has been extensive weed control in Antelope Valley. Flood of '98 disseminated seeds to other areas. If we can't continue the weed control year after year, the 70% success rate will drop. Area of concern, we should look to identify sources of funding for the future.

Supervisor Stump:

- There is a similar situation in Tri Valley area.

C. Notice of Public Information Meeting for Pumice Valley Landfill

Departments: Clerk of the Board

Notice of Public Information Meeting for the Pumice Valley Landfill Permit Revision Application

9. REGULAR AGENDA - MORNING

A. CDBG Program Income Reuse Agreement

Departments: Finance, Community Development, Public Works and Mono First 5
PUBLIC HEARING - 10:00 A.M.

(Megan Mahaffey, Joe Blanchard, and Molly DesBaillets) - Public hearing regarding proposed CDBG Program Income Reuse Plan for Program Income in the amount of \$187,000 from the payoff of a First Time Homebuyer loan for property located in Crowley Lake.

Action: 1. Adopt proposed resolution approving Community Development Block Grant Program Income Reuse Plan with Jurisdiction certifications. 2. Adopt proposed resolution authorizing Leslie Chapman to sign as the authorized representative for submittal of a Supplemental Activity request for Parks/ Facilities and Child Care for the \$187,000 in grant funds.

Fesko moved; Corless seconded

Vote: 5 yes; 0 no

R16-54

R16-55

Megan Mahaffey:

- Gave a general overview and background of the block grant program. Child care /

Note

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

preschool/First 5 is scheduled to begin August 15, enrollment has been maximized. Parks and Facilities, parks around the county are scheduled to have upgrades and improvements.

- Of \$187,000, \$150,398 to Parks and Facilities for improvements, and \$36,602 to Child Care. Supervisor Stump opened the Public Hearing: no one spoke. Public Hearing was closed.

B. Revised Solid Waste Facility Permit Application for Pumice Valley Landfill

Departments: Public Works, Solid Waste Division

(Tony Dublino) - Presentation by Tony Dublino regarding application for Revised Solid Waste Facility Permit for Pumice Valley Landfill.

Action: Review and ratify/approve Addendum to the 2005 Final EIR for the Pumice Valley Sanitary Landfill prepared in conjunction with submittal of a Revised Solid Waste Facility Permit for the Pumice Valley Landfill, and review and ratify application for revised Solid Waste Facility Permit. Provide any desired direction to staff.

Alpers moved; Corless seconded

Vote: 5 yes; 0 no

M16-166

Tony Dublino:

- This is conclusion of the final step of process that began 2-3 years ago. Pumice Valley Landfill had not had a permit revised since 1978. We acquired PV Landfill in March 2016. Wants to clarify: this is not a replacement for Benton Crossing landfill. We are not able to move operations. Solid waste permit application is asking for increase from 4 tons per day to 110 tons per day, dealing with very few hours, so we end up with great amounts coming in during the hours it's open.
- With regard to Sage Grouse on the CEQA document, all true findings. No substantial changes in project that affect the environment.
- Nothing in here that would decrease the potential to create solar projects on the site.

C. MOU with Long Valley Fire Protection District Relating to Fire Response at Benton Crossing Landfill

Departments: Public Works, Solid Waste Division

(Tony Dublino) - Proposed MOU with Long Valley Fire Protection District pertaining to fire response services at Benton Crossing Landfill.

Action: Approve County entry into proposed MOU with Long Valley Fire Protection District and authorize CAO to execute said contract on behalf of the County.

Johnston moved; Fesko seconded

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

M16-167

Supervisor Stump has recused himself from this item to avoid the appearance of a conflict of interest.

Tony Dublino:

- An agreement with LVFPD has been looked at since August 2014. A fire broke out and they responded, was a multi-day affair, and it called into question that we had no formal arrangement with them. Benton Crossing is not within their jurisdiction, very grateful they

Note

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were willing to provide protection services.

Ron Day, Long Valley Fire Protection District:

- Not technically within their district. For them to go out there, an MOU should be in place.

Supervisor Fesko:

- Brings the question, we have first responder monies that go to the agencies. AVFPD responds all the time outside their district, with no reimbursement. Bridgeport FPD does the same.
- Perhaps we should look at the other landfills and determine if they are within the local FPD.

Stacey Simon:

- This is only related to a fire response at a county owned facility, not just a fire outside of their district.

D. Travel Policy Amendment

Departments: CAO

(Leslie Chapman) - Adopt proposed resolution #R16-56, Amending Sections 630 and 640 of the Mono County Personnel Rules Related to Travel Authorizations for Out-Of-County Travel.

Action: Adopt proposed resolution #R16-56, Amending Sections 630 and 640 of the Mono County Personnel Rules Related to Travel Authorizations for Out-Of-County Travel.

Fesko moved; Alpers seconded

Vote: 5 yes; 0 no

R16-56

Leslie Chapman:

- Largely an administrative item, just trying to streamline process. Believes the department head should have authority to decide what's best for their own departments.

E. Quarterly Investment Report for the Quarter ending 6/30/2016

Departments: Finance

(Gerald Frank) - Quarterly Investment Report for the Quarter ending 6/30/2016.

Action: Review report, provide feedback, and address questions.

Gerald Frank:

- General review of the investment report contained within the item.

F. Post-Election Review

Departments: Elections

(Bob Musil) - Review of issues related to the June 7 Presidential Primary Election and proposed corrective measures.

Action: Provide any desired direction to staff.

Bob Musil:

- Went through a general overview of his staff report contained within the item. Reviewed errors made, recommended actions to cure in the future, changes made within the department to ensure accuracy in future elections.
- We prepare informational Candidate Guides: Candidates that pick up paperwork from us receive a hard copy; not sure whether candidates through the Town received this

Note

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information.

- Reviewed the ballot proofing issue.
- Reviewed the Measure G issue where the argument in favor was left off the sample ballot. Remedies include a better formulated checklist, better cataloguing of information received from candidates/measures.
- Of the 58 counties in California, 56 report they are struggling with educating the public regarding elections policies and procedures.
- He came into the office with no elections experience; neither Shannon nor Helen had elections experience either. We need to increase our training. One reason for issues was his desire not to overload his staff and instead chose to take on the responsibility himself. The more eyes we have on things, the better opportunities to catch issues before they are problems. We have so many other responsibilities within the office, we need to work to make things more efficient so the rest of the office duties do not suffer.

Supervisor Johnston:

- Some of this responsibility is on the candidate. Can we better prepare the candidates to let them know their responsibilities? Suggesting redundancy for candidates to ensure good distribution of information.
- Suggests an advisory that not all signature may be valid, in order to give candidates time to remedy.
- Suggests a third party review for ballot proofing.

Supervisor Stump:

- Recommends sending the Town Clerk our Candidate Guide for distribution to Town candidates.

Supervisor Corless:

- Suggested an advisory to the candidate to allow time for the County to review the paperwork and give the candidate a chance to remedy any issues.
- Would like to see creating better overall awareness of elections measures. Heard good feedback on the Mammoth polling location, but heard of confusion regarding the overall process. Recommends better outreach to the communities to advise voters of their rights and awareness of election policies. Wants to see partnering with community groups.

G. Potential Jail Improvement Funding Opportunities and Proposed Request for Qualifications (RFQ) for Jail Architecture Services

Adjourning into Closed Session: item G will be heard after Closed Session.

Departments: Sheriff, County Counsel, Public Works

(Garrett Higerd) - Update on potential jail funding opportunities and the potential need for jail architecture services.

Action: Direct staff to issue a Request for Qualifications for jail architectural services including a Needs Assessment Study, assistance with grant applications, and preparation of plans and specifications.

Johnston moved; Corless seconded

Vote: 5 yes; 0 no

M16-168

Garrett Higerd:

- Reviewed the staff report for the Board. He has been tasked with getting us ready for a new cycle of funding. The funding has not yet been released so we aren't sure what the new rules may be; looking at the last round of funding to estimate what they will need from us. There was a needs assessment done back in 2009; at that time, the main problem was overcrowding. That needs assessment was focused on adding new space. Since then,

Note

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things have changed in the corrections community, as well as the County's needs. Overcrowding is no longer the #1 need; new need is programming for providing for inmates' rehabilitation needs.

- Feels the Board of State Corrections is looking for projects that are quite well thought out and planned. Trying to get a good consultant on board to help develop the project and get it going in the right direction.

Supervisor Johnston:

- Having a jail is a huge burden on the taxpayers. It's an important aspect of our organization and the requirements for public safety. Can we outsource the jail?

Sheriff Braun:

- There are other counties that do not have their own jail, but contract with a neighboring county for their incarceration needs. We would need to contract with Inyo, most likely, and we do not know what the costs would be for housing, travel to and from, and returning the inmates to court. There are things we are required to provide to inmates, whether or not we can afford to.
- In 2010, the expectation was bed space; no one saw the programming requirements that came with the State realignment. The current regulations were not in place when the prior needs assessment was conducted. We are required to provide certain services and have certain programming in place that we don't currently have.

Janet Dutcher:

- Fiscal impact of this item: at this time, there is no financial impact. However, any financial award would have a fiscal impact. There is no financial decision to be made today, but will be discussed at the budget hearings next week.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. CLOSED SESSION

Nothing to report out of Closed Session; direction given to Staff.

A. Closed Session--Human Resources

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

B. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: One. Facts and circumstances: Sheep grazing on Conway Ranch.

C. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant

Note

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

exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: Unknown.

THE AFTERNOON SESSION WILL RECONVENE AFTER CLOSED SESSION IF NECESSARY.

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

ADJOURN at 1:28 p.m. in the memory of Jon Michener.

ATTEST

FRED STUMP
CHAIRMAN

HELEN NUNN
SR. DEPUTY CLERK



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 16, 2016

Departments: Community Development

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Rob Terry, Professional Development
Officer, Central Section CA APA

SUBJECT American Planning Association
Award

AGENDA DESCRIPTION:

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

Presentation of California Central Section American Planning Association award plaque for Mono County Resource Efficiency Plan.

RECOMMENDED ACTION:

Receive award plaque from American Planning Association.

FISCAL IMPACT:

No impact.

CONTACT NAME: Scott Burns, Wendy Sugimura

PHONE/EMAIL: 924.1807; 924.1814 / sburns@mono.ca.gov; wsugimura@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH
ATTACHMENTS TO THE OFFICE OF
THE COUNTY ADMINISTRATOR

SEND COPIES TO:

Wendy Sugimura

***PRIOR TO 5:00 P.M. ON THE FRIDAY
32 DAYS PRECEDING THE BOARD MEETING***

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Attachment

History

Time

7/28/2016 5:48 AM

Who

County Administrative Office

Approval

Yes

8/2/2016 9:24 AM

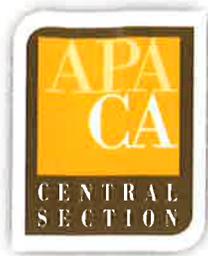
County Counsel

Yes

7/28/2016 12:01 PM

Finance

Yes



American Planning Association
Central Section - California Chapter

Making Great Communities Happen

RECEIVED

MAY 18 2015

MONO COUNTY
Community Development

May 12, 2015

Scott Burns
Community Development Director
Mono County
P.O. Box 347
Mammoth Lakes, CA 93546

Dear Mr. Burns:

Re: 2015 APA CA Central Section Planning Awards

On behalf of the Central Section Board, I'm honored to notify you that **The Mono County Resource Efficiency Plan** has been selected to receive the **2015 Outstanding Planning Award in the Innovation in Green Community Planning Category**. The Board applauds your efforts to create and maintain vibrant and healthy communities within the Central Section. A member of the Board will be contacting you in the near future to arrange formal presentation of your award plaque. Additional firms indicated on your application will receive a certificate acknowledging their role, and celebrating the award.

As a section award recipient, you are now eligible to submit your project for APA California State Chapter Award consideration. If you choose to do so, please note that these applications are due by June 3, 2015. Details regarding the awards may be located on the Chapter website at <http://www.apacalifornia.org/events/awards-program/>. If/when needed, I am happy to provide the Section award confirmation signature on your State application.

Best Regards,

A handwritten signature in blue ink, appearing to read 'Rob Terry'.

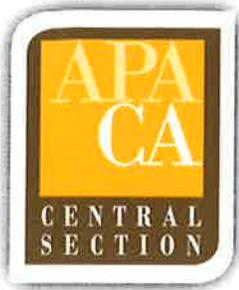
Rob Terry, AICP
Professional Development Officer
Central Section CA APA

CC: Jeff Henderson, PMC

15rt005

Please Reply to
Rob Terry, AICP
Central Section Professional Development Officer
Principal Regional Planner
Fresno Council of Governments
2035 Tulare Street, Suite 201
Fresno, CA 93721

Email: rterry@fresnocog.org
Phone: (559) 233-4148 X222



American Planning Association California Chapter - Central Section

Media Contact:

Rob Terry
Director for Professional Development
(559) 233-4148 Ext. 222
rterry@fresnocog.org

For Immediate Release
Tuesday, May 12, 2015

Local Planning Agencies Recognized for Outstanding Achievements

American Planning Association, California Chapter Central Section 2015 Planning Awards recognize the City of Merced, Mono County and Inyo County

Three public agencies, and their consultation partners, have been recognized for outstanding achievement in land use planning and best practices. The California Chapter Central Section of the American Planning Association has made the following awards:

- **Outstanding Planning Award – Comprehensive Planning: Small Jurisdiction:** To the City of Merced; Lisa Wise Consulting, Inc.; Sargent Town Planning; Tony Perez Associates; Nelson Nygaard; and Economic & Planning Systems, Inc. for the "*Bellevue Community Plan*"
- **Outstanding Planning Award – Innovation in Green Community Planning:** To Mono County and Pacific Municipal Consultants (PMC) for the "*Mono County Resource Efficiency Plan*"
- **Planning Award of Merit – Innovation in Green Community Planning:** To Inyo County and HELIX Environmental Planning, Inc. for the "*Inyo County Renewable Energy General Plan Amendment*"

The American Planning Association, California Central Section Awards program encourages quality and innovativeness in land use planning and increases public awareness of the planning profession through the recognition of outstanding achievements and individuals in the planning field. The eleven county Central Section of the American Planning Association California Chapter is comprised of Fresno, Inyo, Kern, Kings, Madera, Mariposa, Merced, Mono, Stanislaus, Tulare and Tuolumne Counties.

Central Section Director Ben Kimball expressed his feelings in regards to this year's recipients when he stated, "Central California is the new frontier of our great State. Congratulations to this year's award winners who are on the forefront of planning, and are providing an example that should be emulated by local agencies throughout California."

The American Planning Association, or APA, is the national organization that sets performance standards for city, state and regional land use planning professionals through its educational programs. The APA provides leadership in the development of vital communities by advocating excellence in community planning, promoting education and citizen empowerment, and provides the tools and support necessary to effect positive change.

####

For more information about the American Planning Association, California Chapter Central Section Awards, contact Rob Terry, Central Section Director for Professional Development at (559) 233-4148 Ext. 222 or by e-mail at rterry@fresnocog.org.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 16, 2016

Departments: Social Services

TIME REQUIRED

SUBJECT Request for Authority to Hire at
Salary Step E

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Request by Department of Social Services to fill a Social Worker Supervisor I position at Step E.

RECOMMENDED ACTION:

Authorize Director of Social Services to fill a Social Worker Supervisor I position at Step E.

FISCAL IMPACT:

There is no new cost to the Mono County General Fund; the cost for this position this year, and in subsequent fiscal years, is primarily covered by state and federal Social Services funds. The remaining fiscal year 2016-17 impact is approximately \$117,810 consisting of \$64,549 in salary and \$53,261 in benefits. The 2017-18 fiscal impact would be approximately \$137,195 consisting of \$78,228 in salary and \$58,967 in benefits. There is sufficient budget to cover this request. The position is currently budgeted at a Social Worker Supervisor II. Hiring at the Supervisor I level, while higher in cost initially due to the E Step, results in long-term salary savings to the Social Services budget.

CONTACT NAME: Kathy Peterson

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

History**Time**

8/12/2016 9:47 AM

8/8/2016 8:42 AM

8/12/2016 9:52 AM

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 *KSP*

Date: August 2, 2016

Re: Authority to hire at Step E

Recommended Action:

Grant the Director of Social Services the authority to fill a Social Worker Supervisor I position at Step E

Fiscal Impact:

There is no new cost to the Mono County General Fund; the cost for this position this year and in subsequent fiscal years is primarily paid for with state and federal Social Services funds. The remaining fiscal year 2016-17 impact is approximately \$117,810 consisting of \$64,549 in salary and \$53,261 in benefits. The 2017-18 fiscal impact would be approximately \$137,195 consisting of \$78,228 in salary and \$58,967 in benefits. There is sufficient budget to cover this request. The position is currently budgeted at a Social Worker Supervisor II. Hiring at the Supervisor I level, while higher in cost initially due to the E Step, results in long-term salary savings to the Social Services budget.

Discussion:

Initial and follow-up interviews for the vacant Social Worker Supervisor position in the Department of Social Services were held between July 18 and August 2, 2016. This position provides supervisory oversight of Child and Adult Services within the department; supervises a staff of five to six social workers and support staff; and, reports directly to the Child and Adult Services Program Manager. Candidate Krista Cooper was selected for employment in the Social Worker Supervisor I position.

Ms. Cooper has 16 years of experience working in county Child and Adult Services, with over eight of those years working as a supervisor. She currently works for Inyo County HHS as the Adult Services Supervisor,

a position she has held since 2013. As the Adult Services Supervisor she oversees Adult Protective Services, In-Home Supportive Services, and conducts conservatorship investigations and case management. She also provides on-going site coordination/supervision at the Bishop/Big Pine Senior Centers and supervises the service delivery within the Eastern Sierra Area Agency on Aging (ESAAA) programs and the Inyo County Growing Older Living with Dignity (IC-GOLD) elderly nutrition program and senior services in the Bishop/Big Pine area.

Ms. Cooper was also employed as the Inyo County Social Services Supervisor over the Child Welfare Division (Child Protective Services) for five years, and previous to that, as a Social Worker and Case Manager for a total of eight years.

Ms. Cooper possesses exceptional qualifications for the position of Social Worker Supervisor I. Typically, a new employee is placed at Step A of a given salary range. In accordance with the Mono County Personnel System (MCPE), Board of Supervisors approval is required when an employee is hired above Step A. Given Ms. Cooper's considerable experience and qualifications, the department is requesting authorization to offer her employment at Step E (75E) of the salary range for a Social Worker Supervisor I. Even at Step E, Ms. Cooper will take a decrease in compensation to accept the position here, which she is willing to do for the new challenges and growth opportunity the position with Mono County presents.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 16, 2016

Departments: County Counsel

TIME REQUIRED

SUBJECT Proposed Letter to California Water
Commission re: Owens Valley
Groundwater Basin Boundary
Modification

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed letter to California Water Commission in support of Inyo County's proposed basin boundary modification under the Sustainable Groundwater Management Act ("SGMA"), seeking subdivision of basin into Owens Valley and Tri-Valley subbasins.

RECOMMENDED ACTION:

Approve proposed letter to California Water Commission; authorize Supervisor Stump, as Chair, to sign and send on behalf of Mono County and its Board of Supervisors. Provide any desired comment and/or direction to staff.

FISCAL IMPACT:

None at this time. Assisting the Tri-Valley Groundwater Management District to comply with SGMA will very likely require additional staff time, particularly from the County Counsel's office; impact is likely to be greater if basin boundary modification is approved.

CONTACT NAME: Steve Kerins

PHONE/EMAIL: (760) 924-1712 / skerins@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

History

Time	Who	Approval
8/10/2016 11:05 AM	County Administrative Office	Yes
8/10/2016 11:06 AM	County Counsel	Yes
8/11/2016 1:38 PM	Finance	Yes

Acting County Counsel
Stacey Simon

Deputies
Stephen M. Kerins
Christian E. Milovich
Adrienne N. Ratner

**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: The Honorable Board of Supervisors

From: Steve Kerins, Deputy County Counsel

Date: August 16, 2016

Re: Proposed Letter to California Water Commission re: Owens Valley
Groundwater Basin Boundary Modification

Recommended Action

Approve proposed letter to California Water Commission; authorize Supervisor Stump, as Chair, to sign and send on behalf of Mono County and your Board. Provide any desired comment and/or direction to staff.

Fiscal Impact

None at this time. Assisting the Tri-Valley Groundwater Management District ("TVGMD") to comply with Sustainable Groundwater Management Act ("SGMA") will very likely require additional staff time, particularly from the County Counsel's office; impact is likely to be greater if basin boundary modification is approved.

Discussion

I have drafted a brief letter to the California Water Commission in support of Inyo County's boundary modification request under SGMA for the Owens Valley groundwater basin. If your Board approves this letter, we will endeavor to submit it for the Commission's consideration before the close of the minimum 30-day window before the draft revisions may be finalized pursuant to 23 Cal. Code Regs. § 346.2, subd. (c). Please note once again that this letter is in accord with certain comments I made at the Commission's July 21 meeting on behalf of the TVGMD, which I and our office also represent in connection with this matter.

If you have any questions on this matter prior to your meeting, please call me at (760) 924-1712.



Larry Johnston ~ District One Fred Stump ~ District Two Tim Alpers ~ District Three
Tim Fesko ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5538 • FAX (760) 932-5531
Bob Musil, Clerk of the Board

August 16, 2016

Via Email Only

Mr. Joseph Byrne, Chair
California Water Commission
P.O. Box 942836
Sacramento, CA 94236-0001

**Re: County of Inyo / County of Mono / Tri-Valley Groundwater
Management District Request re: Owens Valley Groundwater
Basin Boundary Modification**

Dear Mr. Byrne and Honorable Commissioners:

The Mono County Board of Supervisors submits this letter in support of the County of Inyo's ("Inyo County") request for modification of the boundaries of the Owens Valley Groundwater Basin. The Department of Water Resources ("DWR"), as you know, had issued a draft recommendation of denial (as modified) of Inyo County's request. The County of Mono ("Mono County") now respectfully challenges DWR's draft recommendation before your Commission, and urges your comment against it pursuant to section 10722.2, subd. (e) of the *Water Code*.

In its July 28 letter to your Commission, the Inyo County Water Department set forth in detail its views regarding the scientific bases underlying Inyo County's request for a basin boundary modification to divide the Owens Valley basin into two subbasins. As proposed by Inyo County, the division between the subbasins would be drawn between Inyo County's jurisdiction and that of the Tri-Valley Groundwater Management District at the Mono – Inyo county line. In submitting this letter, Mono County again adds its voice to the chorus of Eastern Sierra stakeholders encouraging the careful consideration of Inyo County's evidence in evaluating the basin boundary modification proposal. The scant justification that DWR has provided to date for its recommendation of denial suggests that DWR has not appropriately considered Inyo County's evidence in support of the basin boundary modification – evidence which, from Mono County's perspective and that of other local agencies, would seem overwhelmingly to favor the modification as requested.

Mono County respectfully urges your Commission's comment against DWR's recommendation, and in favor of the Owens Valley basin boundary adjustment as requested. The Mono County Board of Supervisors thanks your Commission for its ongoing consideration of this matter.

Sincerely,

Mono County Board of Supervisors

By: _____
Fred Stump, Chair

cc:

Board of Directors, Tri-Valley Groundwater Management District
Board of Supervisors, County of Inyo
Robert Harrington, Director, Inyo County Water Department
Marshall Rudolph, Esq., County Counsel, County of Inyo



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 16, 2016

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Application for ABC License by Big
Rock Resort

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Application for ABC License by Big Rock Resort, LLC in June Lake.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Application for ABC License](#)

History

Time	Who	Approval
8/10/2016 11:00 AM	County Administrative Office	Yes
8/11/2016 12:16 PM	County Counsel	Yes
8/10/2016 9:06 AM	Finance	Yes

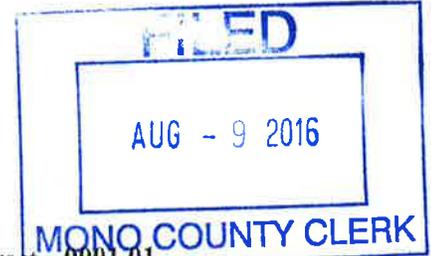
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
 4800 STOCKDALE HWY
 STE 213
 BAKERSFIELD, CA 93309
 (661) 395-2731

File Number: **572063**
 Receipt Number: **2376228**
 Geographical Code: **2600**
 Copies Mailed Date: **August 4, 2016**
 Issued Date:

DISTRICT SERVING LOCATION: **BAKERSFIELD**
 First Owner: **BIG ROCK RESORT, LLC**
 Name of Business: **BIG ROCK RESORT**
 Location of Business: **120 BIG ROCK RD
 JUNE LAKE, CA 93529**
 County: **MONO**
 Is Premise inside city limits? **No**
 Mailing Address: **PO BOX 98
 (If different from
 premises address) JUNE LAKE, CA 93529-0098**
 Type of license(s): **20**



Census Tract **000101**

Transferor's license/name: **398786 / PETRA BELLA INC**

Dropping Partner: Yes No

License Type	Transaction Type	Fee Type	Master	Dup	Date	Fee
20 - Off-Sale Beer And Win.	ANNUAL FEE	NA	Y	0	08/04/16	\$254.00
20 - Off-Sale Beer And Win.	PERSON-TO-PERSON TRANSFER	NA	Y	0	08/04/16	\$50.00
NA	FEDERAL FINGERPRINTS	NA	N	2	08/04/16	\$48.00
NA	STATE FINGERPRINTS	NA	N	2	08/04/16	\$78.00
Total						\$430.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of MONO

Date: August 4, 2016

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s)

Applicant Signature(s)

BIG ROCK RESORT, LLC

See 211 Signature Page



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 16, 2016

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Letter from BLM re: Bodie Hills
Sagebrush Restoration

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter from the Bureau of Land Management dated July 29, 2016 regarding three proposed sagebrush habitat restoration units in the Bodie Hills.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Letter from BLM</p>
--

History

Time	Who	Approval
8/12/2016 4:17 AM	County Administrative Office	Yes
8/11/2016 11:31 AM	County Counsel	Yes

8/10/2016 9:09 AM

Finance

Yes



**United States Department of the Interior
BUREAU OF LAND MANAGEMENT**

Bishop Field Office
351 Pacu Lane Suite 100
Bishop, California 93514
www.blm.gov/ca/bishop



July 29, 2016

9200 (CA-170.3110) P

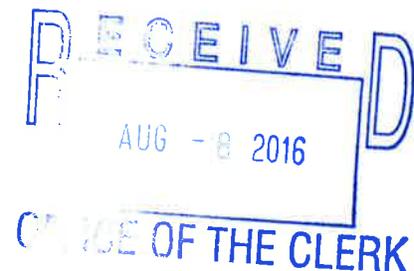
Dear Interested Party,

The Bureau of Land Management (BLM) Bishop Field Office is currently conducting site specific planning for three proposed sagebrush habitat restoration units in the Bodie Hills near the communities of Bridgeport and Lee Vining, California (see attached map). The three areas being considered for restoration are characterized by a mosaic of montane sagebrush steppe and low sagebrush habitats that are in the early stages of conifer encroachment. These areas include scattered, low density pinyon and juniper trees that are expanding into high priority habitat for greater sage-grouse and other sagebrush dependent species. Trees would be cut with hand tools or chainsaws. The cut material would be lopped and scattered where the trees are small and sparse or piled and burned in areas with more tree cover. All older trees (older than 150 years old) would be retained. The BLM will be reviewing these proposed habitat restoration treatments as part of the Bodie Hills Upland Vegetation Restoration Project which was approved on March 31, 2015.

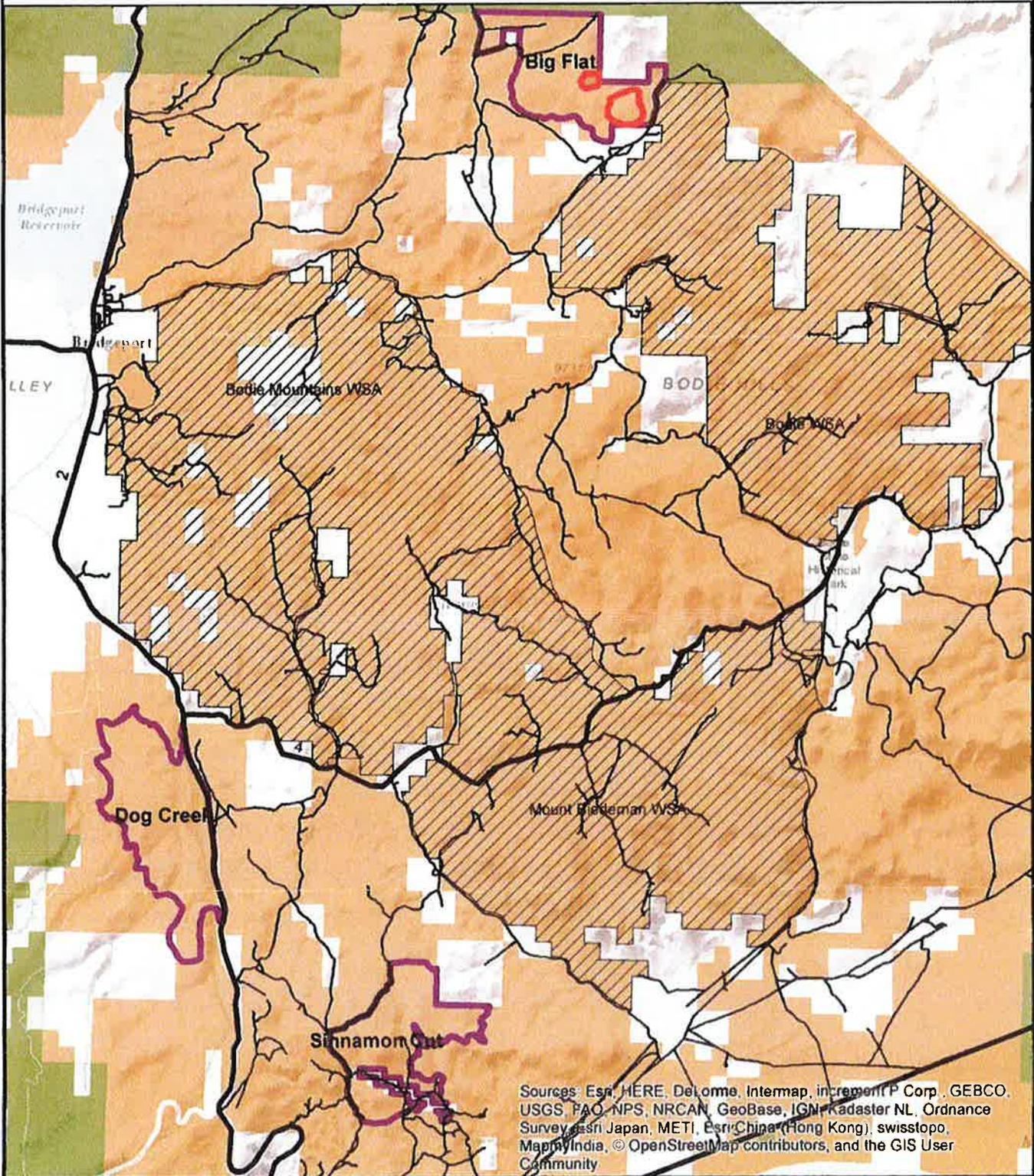
All interested public are invited to join us on Thursday, August 18, 2016, for a field trip to view the proposed habitat restoration areas and discuss the proposed habitat restoration treatments. The group will meet at the parking lot of the Mono Basin Scenic Area Visitor Center, located on U.S. Highway 395 just north of Lee Vining, at 9:00 am. The BLM will provide several multi-passenger vehicles for the trip. Any private vehicles going along should be capable of driving on unimproved dirt roads. All participants should come prepared for a day outside. Please contact Heather Stone at 760-873-2561 or hstone@blm.gov with questions or to RSVP if you plan to attend.

Sincerely,

Steven Nelson
Bishop Field Manager



Proposed pinyon-juniper removal for sagebrush ecosystem restoration 2016



Legend

- | | |
|---|---|
|  Wilderness Study Areas | Ownership |
| Proposed Treatment |  Private |
|  Pinyon-Juniper Removal |  BLM |
|  Thinning (Retain all old trees) |  FS |





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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 16, 2016

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Letter from Wildlife Conservation
Board re: Wheeler Ridge

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter and agenda from the Wildlife Conservation Board dated August 1, 2016 regarding the Wheeler Ridge, Expansion 5, land acquisition program.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Helen Nunn

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Letter from BLM re: Wheeler</p>
--

History

Time	Who	Approval
8/12/2016 4:11 AM	County Administrative Office	Yes
8/11/2016 11:32 AM	County Counsel	Yes

8/12/2016 6:36 AM

Finance

Yes



EDMUND G. BROWN JR, Governor
NATURAL RESOURCES AGENCY
DEPARTMENT OF FISH AND WILDLIFE
WILDLIFE CONSERVATION BOARD
Mailing Address: 1416 9th Street, Suite 1266
Sacramento, California 95814
www.dfg.ca.gov
(916) 445-8448
Fax (916) 323-0280

Mono County Board of Supervisors
452 Old Mammoth Road
3rd Floor, Suite 307
Mammoth Lakes, California 93546

AUG 01 2016

Wheeler Ridge, Expansion 5
Mono County
Project ID: 2015078

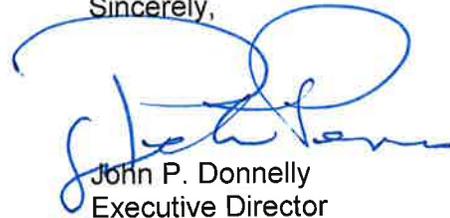
Dear Board Members:

The California Department of Fish and Wildlife (CDFW), through the Wildlife Conservation Board (WCB), is involved in a land acquisition program that is focused on the long-range protection and enhancement of habitat for fish and wildlife. Possible sites for acquisition are identified by the CDFW in response to public interest, legislative mandate and departmental goals.

This letter is to advise you that the WCB will consider the fee acquisition of 20± acres of wildlife habitat located in Mono County and identified as Assessor's Parcel No. 064-100-028-000. This proposal is scheduled for the August 30, 2016, Board meeting. A copy of the preliminary agenda is enclosed for your review. A full agenda will follow within two weeks. You may view all agendas and minutes, and/or subscribe to receive them via email, on our website at www.wcb.ca.gov.

If you have any questions about this proposal or need additional information, please feel free to contact me at (916) 445-0137.

Sincerely,



John P. Donnelly
Executive Director

Enclosure

cc: Senator Tom Berryhill
Assemblymember Frank Bigelow
Leslie MacNair, Department of Fish and Wildlife



Notice of Meeting
WILDLIFE CONSERVATION BOARD

August 30, 2016

10:00 a.m.

Natural Resources Building, First Floor Auditorium
Sacramento, California 95814

Preliminary Agenda Items

Item Number

1. Roll Call
2. Funding Status — Informational
3. Special Project Planning Account
- *4. Proposed Consent Calendar (Items 4 – 18)
- *5. Approval of Minutes
- *6. Recovery of Funds

*Proposed Consent Calendar

***7 Big Valley Wetlands, Melo Property**
Lake County
\$135,000.00

To consider the allocation for a grant to the Lake County Land Trust to acquire in fee 34± acres of land for the protection of shoreline freshwater wetland, riparian woodland, and wet meadow habitats that support the State threatened Clear Lake hitch along with the western pond turtle, a State species of special concern and to provide future wildlife oriented public use opportunities, located on the northwestern shore of Clear Lake in an area known as Big Valley in Lake County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, enhancement or restoration of wetlands outside the Central Valley. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(d), Wetlands Outside the Central Valley]

***8. Antelope Valley Wildlife Area, Expansion 6**
Sierra County
\$180,000.00

To consider the acquisition in fee of 160± acres of land by the California Department of Fish and Wildlife (CDFW) as an expansion of CDFW's Antelope Valley Wildlife Area, for the protection of critical winter range and an important migration corridor for the Loyalton-Truckee deer herd, located near Loyalton in Sierra County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition and protection of habitat that accomplishes one or more of the following objectives: promotes recovery of threatened and endangered species, provides corridors linking separate habitat areas to prevent fragmentation, protects significant natural landscapes and ecosystems including mixed conifer forests. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(b)]

***9. Jenner Headlands Preserve Highway 1 Public Recreation Parking Lot**
Sonoma County
\$250,000.00

To consider the allocation for a grant to The Wildlands Conservancy for a cooperative project to construct a parking lot, including 30 vehicle spaces, ADA accessible parking and bicycle parking, to enhance public access to the 5,630 acre Jenner Headlands Preserve, located on the Jenner Headlands Preserve owned by the Wildlands Conservancy, located approximately two miles north of Jenner in Sonoma County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the development of public access facilities for hunting, fishing and other wildlife compatible recreational activities. [California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Public Resources Code Section 5096.650(a)]

***10. Wheeler Ridge, Expansion 5**
Mono County
\$435,000.00

To consider the acquisition in fee of 20± acres of land by the California Department of Fish and Wildlife (CDFW) as an expansion of Wheeler Ridge, for the protection of a habitat/migration corridor for the Round Valley deer herd, located adjacent to CDFW's Round Valley Wildlife Area near Swall Meadows in Mono County. The purposes of this project are consistent with the proposed funding source that allows for the development, rehabilitation, restoration, acquisition and protection of habitat that accomplishes one or more of the following objectives: promotes recovery of threatened and endangered species, protects habitat corridors, protects significant natural landscapes and riparian and wetland ecosystems [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(b)]

***11. East Contra Costa County HCP/NCCP (Coelho)**
Contra Costa County
\$464,239.00

To consider the allocation for a grant to the East Contra Costa County Habitat Conservancy (ECCCHC) and the acceptance of two U.S. Fish and Wildlife Service Habitat Conservation Plan Land Acquisition grants and the approval to sub-grant these federal funds to the ECCCHC for a cooperative project with the East Bay Regional Park District to acquire 199± acres of land for the protection and preservation of existing regional wildlife linkages, including alkali grassland, alkali wetland, grassland and creek habitat types within the area covered by the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan, located in unincorporated Byron, Contra Costa County. The purposes of this project are consistent with the proposed funding source that allows for the acquisition and protection of habitat for areas in and around the Sacramento-San Joaquin Delta that assist in the establishment of Natural Community Conservation Plans. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(c)]

***12. San Joaquin River Parkway (Circle V)**
Madera County
\$1,090,000.00

To consider the acquisition in fee of 21± acres of land, together with an access easement in Madera County (Property) on behalf of the California Department of Fish and Wildlife (CDFW), and the Transfer of Jurisdiction of the Property by CDFW to the San Joaquin River Conservancy (SJRC). The Property will be acquired for the protection of riparian and oak woodlands habitat, and for potential future wildlife oriented public use opportunities within the San Joaquin River Parkway. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for river parkway projects identified by the San Joaquin River Conservancy [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75050(f)]

***13. Elkhorn Slough Land Exchange, Moro Cojo Slough – Calcagno
Monterey County
\$70,391.00**

To consider the exchange of 14± acres for 16± acres of land by the California Department of Fish and Wildlife (CDFW) as an expansion to CDFW's Elkhorn Slough Ecological Reserve for the protection of wetland habitat, located near Moss Landing in Monterey County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786 b/c]

***14. Moss Landing Wildlife Area Enhancement, Planning, Design and Pilot
Monterey County
\$485,000.00**

To consider the allocation for a grant to Ducks Unlimited, Inc. for a cooperative project with the California Department of Fish and Wildlife (CDFW) for planning, design, and environmental compliance for a levee stabilization project along Elkhorn Slough, and to install a pilot project to evaluate salinity and plant establishment to inform future planned habitat enhancements for western snowy plover, located on the CDFW Moss Landing Wildlife Area, located 15 miles northeast of Monterey in Moss Landing, Monterey County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, enhancement or restoration of wetlands outside the Central Valley. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(d), Wetlands Outside the Central Valley]

***15. North Carrizo Water Well Easement
San Luis Obispo County
\$1,100.00**

To consider the acquisition of a water well easement by the California Department of Fish and Wildlife (CDFW) for the purpose of allowing the CDFW to install water pipelines and appurtenant equipment necessary to access an existing well to provide water for wildlife in North Carrizo Plains near Simmler in San Luis Obispo County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the development, restoration, acquisition, and protection of habitat that accomplishes one or more of the following objectives: promotes recovery of threatened and endangered species, protects habitat corridors, protects significant natural landscapes and ecosystems, such as oak woodlands, and riparian and wetland areas. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(b)]

***16. RLA Peninsular Bighorn Sheep, Shumway Ranch
Riverside County
\$276,622.00**

To consider the acquisition of 640± acres of land by the California Department of Fish and Wildlife (CDFW) for a cooperative project with the Coachella Valley Mountains Conservancy and the acceptance of U.S. Fish and Wildlife Service Section 6 grants, for the protection of high desert habitat that provides linkages and corridors to support the recovery of the Peninsular bighorn sheep and other sensitive species covered

under the Coachella Valley Multiple Species Habitat Conservation Plan, a joint State Natural Community Conservation Plan and federal Habitat Conservation Plan, near Palm Desert in Riverside County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species; and which allows for the acquisition of habitat on which unique species or natural communities naturally exist. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786 (b/c)]

***17. Western Riverside MSHCP (2012) - Terra
Riverside County
\$240,000.00**

To consider the acceptance of a U.S. Fish and Wildlife Service Habitat Conservation Plan Land Acquisition grant and the approval to subgrant these federal funds to the Western Riverside County Regional Conservation Authority (Authority); and to consider a Wildlife Conservation Board grant to the Authority, to acquire in fee 280± acres of land for the protection of threatened and endangered species located near the city of Hemet, in Riverside County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition and protection of habitat that implements or assists in the establishment of Natural Community Conservation Plans. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(c)]

***18. Sycuan Peak Ecological Reserve, Expansion 8
San Diego County
\$120,000.00**

To consider the acquisition in fee of 40± acres of land by the California Department of Fish and Wildlife as an expansion of the Sycuan Peak Ecological Reserve for the protection of habitat to support threatened and endangered species located near the city of Jamul in San Diego County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species; and which allows for the acquisition of habitat on which unique species or natural communities naturally exist. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786 (b/c)]

**19. Anderson Ranch
Lassen County
\$1,195,000.00**

To consider an allocation for a grant to the Feather River Land Trust for a cooperative project with the Natural Resources Agency to acquire a conservation easement over 5,530± acres of land to provide protection for deer, mountain lion, and oak habitats near the town of Doyle in Lassen County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat, including native oak woodlands, to protect deer and mountain lions. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(a)]

20. Crocker Meadows Wildlife Area, Expansion 2

Plumas County

\$1,755,000.00

To consider the acquisition in fee of 1,066± acres of land by the California Department of Fish and Wildlife (CDFW) to expand the Crocker Meadows Wildlife Area and for the protection of riparian and oak woodland habitat and for future wildlife oriented public use opportunities near Beckwourth in Plumas County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the development, rehabilitation, restoration, acquisition and protection of habitat that accomplishes one or more of the following objectives: promotes recovery of threatened and endangered species, protects habitat corridors, and protects significant natural landscapes and ecosystems. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75050(b)]

21. Sacramento River Valley, Safe Harbor Agreements

Various

\$450,000.00

To consider the allocation for a grant to the CSU Chico Research Foundation for a cooperative project with the Sacramento River Forum to develop plans to enhance habitats, wildlife, and ecosystem function over the long term by creating, executing and monitoring Safe Harbor Agreements with private landowners, which will have sustainable benefits to listed wildlife in the Sacramento Valley. The purposes of this project are consistent with the authorized uses of the proposed funding source, which can be used for the development of scientific data, habitat mapping and other research information necessary to determine the priorities for restoration and acquisition statewide. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(b)]

22. Yolo County HCP/NCCP Development, Phase III Augmentation

Yolo County

\$150,000.00

To consider the allocation to augment an existing grant to Yolo Habitat Conservancy to finalize an Environmental Impact Report/Environmental Impact Statement for a Habitat Conservation Plan/Natural Community Conservation Plan covering the entire County of Yolo. The purposes of this project are consistent with the proposed funding source that allows for grants that implement or assist in the establishment of NCCPs. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public resources Code Section 75055(c)]

23. Stewarts Point Ranch

Sonoma County

\$3,020,000.00

To consider the allocation for a grant to Sonoma County Agriculture Preservation and Open Space District for a cooperative project with the State Coastal Conservancy to acquire a conservation easement over 871± acres of forest lands, including large areas of old and new growth redwood, located near Stewarts Point in Sonoma County. The

purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for forest conservation and protection projects in order to promote the ecological integrity and economic stability of California's diverse native forests through forest conservation, preservation and restoration of productive managed forest lands, forest reserve areas, redwood forests and other forest types, including the conservation of water resources and natural habitats for native fish, wildlife and plants found on these lands. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(a)]

**24. San Joaquin River Parkway, Weed Management and Job Creation Project
Fresno and Madera Counties
\$959,934.00**

To consider the allocation for a grant to the Fresno Economic Opportunities Commission for a cooperative project with the San Joaquin River Parkway and Conservation Trust and the San Joaquin River Conservancy to conduct weed removal on eight public properties within the San Joaquin River Parkway (Parkway), including property owned or administered by the California Department of Fish and Wildlife, the State Lands Commission, and the Fresno County Office of Education, all located within the Parkway between State Route 99 and one mile upstream of State Route 41 in Fresno and Madera counties. The purposes of this project are consistent with the proposed funding sources, which allows for the acquisition, restoration, and protection of land and water resources located within the boundaries of the San Joaquin River Conservancy. [Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1), California Water Code Section 79731(g)].

**25. South Central Coast Invasive Weed Eradication
San Luis Obispo and Santa Barbara Counties
\$405,000.00**

To consider the allocation for a grant to Upper Salinas-Las Tablas Resource Conservation District for a cooperative project with California Department of Parks and Recreation, UC Santa Barbara Reserve, and California Invasive Plant Council to eradicate specific nonnative invasive weeds, located at wetland and upland sites in Santa Barbara and San Luis Obispo Counties. The purposes of this project are consistent with the authorized uses of the proposed funding sources, which allow for the acquisition, enhancement or restoration of wetlands outside the Central Valley. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(d), Wetlands Outside the Central Valley, and for the development, rehabilitation, restoration, acquisition and protection of habitat that accomplishes one or more of the following objectives: promotes recovery of threatened and endangered species, provides corridors linking separate habitat areas to prevent fragmentation, protects significant natural landscapes and ecosystems, or implements the recommendations of the California Comprehensive Wildlife Strategy. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(b)]

**26. Sawmill Pebble Plain Ecological Preserve, Expansion 1
San Bernardino County
\$2,515,000.00**

To consider the allocation for a grant to the San Bernardino Mountains Land Trust for a cooperative project with the Inland Empire Resource Conservation District to acquire in fee 240± acres of land as an expansion of the Sawmill Pebble Plain Ecological Preserve, rare pebble plain habitat supporting a wide variety of endemic plant species, located south of Big Bear Lake, in the San Bernardino Mountains, in San Bernardino County. The purposes of this project are consistent with the proposed funding source which allows for the acquisition and protection of habitat to protect rare and endangered species, wildlife corridors and significant natural landscapes and ecosystems, such as old growth redwoods, oak woodlands and other significant habitat areas. [California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Public Resources Code Section 5096.650(a)]

**27. DFG Land Management Plans, Inland Deserts Region, Phase II, Augmentation II
Riverside County
\$164,757.00**

To consider the allocation for an amendment to an existing grant to the California Wildlife Foundation to implement environmental review and public participation pursuant to the California Environmental Quality Act for the Land Management Plan for the 21,000-acre San Jacinto Wildlife Area on two units located approximately three miles north and ten miles east of Lakeview in Riverside County. The proposed funding source for this project allows for the preparation of management plans for California Department of Fish and Wildlife lands acquired by WCB. [California Clean Water, Clean Air, Safe Neighborhood Parks and Coastal Protection Fund (Proposition 40), Public Resources Code Section 5096.650(a)]

**28. North San Diego County Coastal Wetlands Invasive Species Management
San Diego County
\$850,000.00**

To consider the allocation for a grant to the San Elijo Lagoon Conservancy for a cooperative project to implement a comprehensive habitat restoration program, remove target nonnative invasive weed species, and restore native habitat on 65 acres of coastal wetlands on several sites located at Agua Hedionda, Batiquitos Lagoon, and San Elijo Lagoon, located from approximately 9 miles north to 5 miles south of Encinitas on privately owned properties and on properties owned by the Department of Fish and Wildlife and the Department of Parks and Recreation. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, enhancement or restoration of wetlands to protect or enhance a flood protection corridor or bypass outside the Central Valley. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(d)(Proposition 1E), Wetlands Outside the Central Valley]



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 16, 2016

Departments: CAO

TIME REQUIRED	40 minutes (25 minute presentation; 15 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Geoffrey McQuilkin, Executive Director, Mono Lake Committee
SUBJECT	Mono Lake Update		

AGENDA DESCRIPTION:

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

Presentation by Geoffrey McQuilkin, Executive Director of the Mono Lake Committee will present an update on the impacts of the drought on the Mono Lake water level, water exports to Los Angeles and the land bridge.

RECOMMENDED ACTION:

Hear presentation followed by questions and discussion.

FISCAL IMPACT:

None.

CONTACT NAME: Leslie Chapman

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

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report

History

Time	Who	Approval
8/10/2016 11:26 AM	County Administrative Office	Yes

8/11/2016 11:33 AM

County Counsel

Yes

8/11/2016 1:41 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

March 15, 2016

To: Honorable Board of Supervisors

From: Leslie Chapman

Subject: Mono Lake Update by Geoffrey McQuilkin, Executive Director,
Mono Lake Committee

Strategic Focus Area: Environmental Sustainability

Recommendation: Hear presentation about the status of Mono Lake
followed by discussion and a question and answer session.

Discussion: Mr. Geoffrey McQuilkin will do a 25-minute presentation on the
status of the drought and its impacts on the Mono Lake water level, water exports
to Los Angeles and the land bridge.

Fiscal Impact: This item is informational only.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 16, 2016

Departments: Economic Development/Community Development

TIME REQUIRED 30 minutes (20 minute presentation; 10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Laura Beardsley, Executive Director, Friends of the Inyo

SUBJECT Friends of the Inyo -Trail Maintenance Project Report

AGENDA DESCRIPTION:

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

Presentation by Laura Beardsley, Executive Director of Friends of the Inyo regarding the 2016 Trails Maintenance Project, partially funded through Mono County.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Alicia Vennos

PHONE/EMAIL: 760-924-1743 / avennos@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time	Who	Approval
8/10/2016 11:27 AM	County Administrative Office	Yes

8/11/2016 11:32 AM

County Counsel

Yes

8/10/2016 11:25 AM

Finance

Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 16, 2016

Departments: Economic Development

TIME REQUIRED 30 minutes (15 minute presentation;
15 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Alicia Vennos, Jeff Simpson

SUBJECT Economic Development/Tourism Presentation

AGENDA DESCRIPTION:

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

Presentation by Economic Development staff regarding highlights of Mono County Economic Development, Tourism and Film Commission programs in 2015-16, as well as upcoming projects.

RECOMMENDED ACTION:

Information and discussion only.

FISCAL IMPACT:

None.

CONTACT NAME: Alicia Vennos

PHONE/EMAIL: 760-924-1743 / avennos@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time	Who	Approval
8/10/2016 4:45 PM	County Administrative Office	Yes

8/11/2016 11:32 AM

County Counsel

Yes

8/10/2016 11:26 AM

Finance

Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 16, 2016

Departments: Health Department

TIME REQUIRED 20 minutes (10 minute presentation;
10 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Sandra Pearce

SUBJECT Maternal Child & Adolescent Health
(MCAH) Agreement Funding
Application (AFA) FY 2016-17

AGENDA DESCRIPTION:

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

Proposed contract with the California Department of Public Health (CDPH) Maternal Child & Adolescent Health (MCAH) Program pertaining to the Agreement Funding Application (AFA) for fiscal year 2016-17.

RECOMMENDED ACTION:

Approve County entry into proposed agreement and authorize the Chairman's signature on the Agreement Funding Application (AFA)/Update Form for the Maternal Child and Adolescent Health (MCAH) Program for FY 2016-17. Additionally, provide authorization for the Public Health Director to approve amendments and/or revisions that may occur during the contract period, with approval as to form by County Counsel.

FISCAL IMPACT:

There is no fiscal impact on the County General Fund. MCAH funding is a mix of federal and local public health realignment dollars. The local funding is required by the Federal Government to draw down the Title XIX funds. The total MCAH budget for FY 2016-17 is \$177,244.

CONTACT NAME: Sandra Pearce

PHONE/EMAIL: 760.924.1818 / spearce@mono.ca.gov

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

SEND COPIES TO:

Sandra Pearce
Lynda Salcido
Kim Bunn

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[MCAH BOS Staff Report](#)

[MCAH BOS Presentation 8.16.16](#)

[MCAH Agreement Funding Application](#)

History

Time	Who	Approval
8/12/2016 4:01 AM	County Administrative Office	Yes
8/8/2016 4:21 PM	County Counsel	Yes
8/10/2016 11:19 AM	Finance	Yes

COUNTY of MONO

HEALTH DEPARTMENT
P.O. BOX 3329
MAMMOTH LAKES, CA 93546

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



DATE: August 16, 2016
TO: Honorable Board of Supervisors
FROM: Sandra Pearce, Maternal Child and Adolescent Health Director
SUBJECT: **Maternal Child & Adolescent Health (MCAH)
Agreement Funding Application (AFA) FY 2016-17**

Recommendation: That the Board of Supervisors approve and authorize the Chairman's signature on the Agreement Funding Application (AFA)/Update Form for the Maternal Child and Adolescent Health (MCAH) Program for FY 2016-17. Additionally, provide authorization for the Public Health Director to approve amendments and/or revisions that may occur during the contract period.

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

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

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

COUNTY of MONO

HEALTH DEPARTMENT
P.O. BOX 3329
MAMMOTH LAKES, CA 93546

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



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

The MCAH budget for FY 2016-17 is \$177,244 from the following funding sources:

Federal Title V	\$82,008
Federal Title XIX	\$51,763
Local Health Realignment	<u>\$43,473</u>
Total	\$177,244

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

Submitted by: Sandra Pearce, MCAH Director, Director of Public Health Nursing

Reviewed by: Lynda Salcido, Public Health Director



Mono County MCAH Program

Sandra Pearce, MS, RN, PHN, CNS
Director of Public Health Nursing
MCAH Director
Mono County Health Department
August 16, 2016



What is Health?

Health is...

a dynamic state of complete physical, mental, spiritual, and social well-being and not merely the absence of disease or infirmity. (World Health Organization, WHO)

Public Health is...

what we as a society do collectively to assure the conditions in which people can be healthy. (Institute of Medicine, IOM)

Maternal, Child, and Adolescent Health (MCAH) is...

the physical and mental health, safety and well-being of the maternal and child health population which includes all... women, infants, children, adolescents, and their families, including fathers and children with special health care needs. (Health Resources and Services Administration, HRSA)

Maternal, Child, and Adolescent Health (MCAH)

- Mono County has contracted with the State of California for more than 25 years to provide MCAH services locally.
- The MCAH Program is funded through Federal Title V and XIX dollars, as well as local public health realignment dollars.
- Local MCAH programs are created to improve the health of women of reproductive age, infants, children, adolescents and their families.
- These programs are designed and implemented based on a combination of :
 - 1) California's MCAH Goals
 - 2) Mono County MCAH Community Needs Assessments
 - 3) Evidenced Based Practice and Theoretical Frameworks
 - 4) Local Partnerships and Collaboration



California's MCAH Goals



The six goals of the MCAH program include the following:

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

Mono County MCAH Needs Assessments

- Title V Needs Assessment is completed every 5 years
 - 27 health indicators are monitored
 - Mono County vs. California vs. Healthy People 2020
 - Prioritize indicators that need improvement
 - Seriousness of issue or community priority
 - Capacity and resources
 - Cost benefit ratio
 - Number of individuals affected or demographic disparity
 - Develop a 5 year plan and objectives to improve indicators
- Annual Report submitted annually on progress



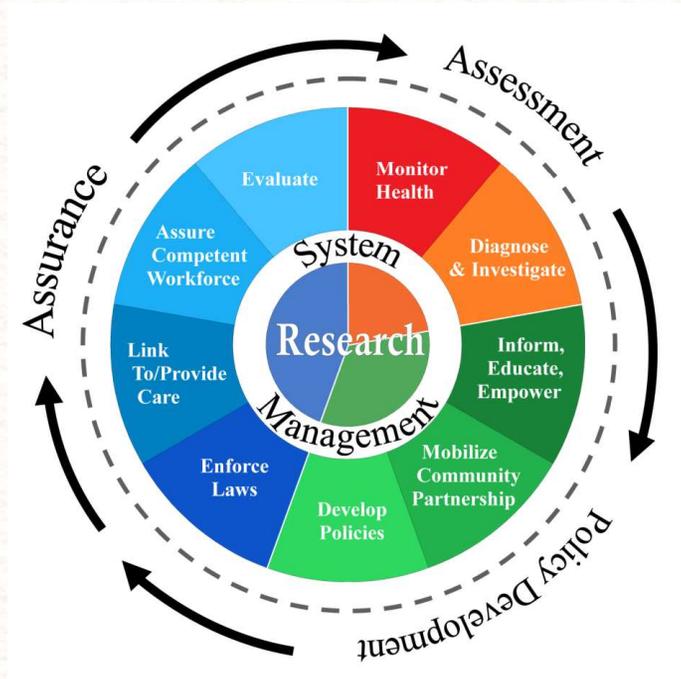


Mono County MCAH Priorities 2014-2019

- **Goal 1: Increase Access to Oral Health Care**
 - Some Mono County residents, with or without dental insurance, do not receive preventive care or recommended dental treatment due to access issues including administrative barriers, transportation, finances, and lack of knowledge.
- **Goal 2: Improve Maternal and Women's Health**
 - Women of reproductive age, especially adolescents, engage in high risk activities such as unprotected sex and alcohol/drug abuse for a variety of reasons. These behaviors lead to an increase in STD rates, unintended pregnancies, and risk to a developing fetus.
- **Goal 3: Prevent SIDS/SUID**
 - Parents and caregivers in Mono County put infants at risk of SIDS/SUID by placing them in unsafe sleep environments.
- **Goal 4: Improve Nutrition and Physical Health**
 - 1 out of 3 children in Mono County are overweight or obese due to a variety of causes, including but not limited to, consuming foods of poor nutritional value and sedentary behavior.

MCAH Theoretical Frameworks

10 Essential Public Health Services



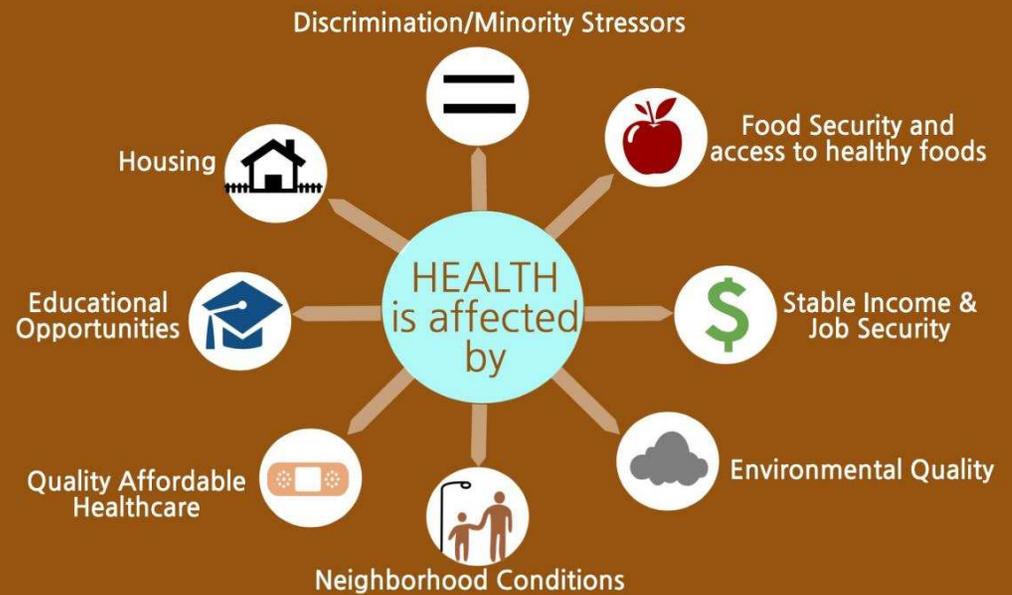
The Spectrum of Prevention



Social Determinants of Health

The Path to Achieving Health Equity

What social and economic factors must be addressed on the continued path to achieving Health Equity?



Health Equity aims to ensure that all people have full and equal access to opportunities that enable them to lead healthy lives.

The Health Equity Institute
<http://healthequity.sfsu.edu>
1600 Holloway Avenue, HSS 359
San Francisco, CA 94132
P: 415-405-2540

 **HEALTH EQUITY INSTITUTE**
for Research, Practice & Policy



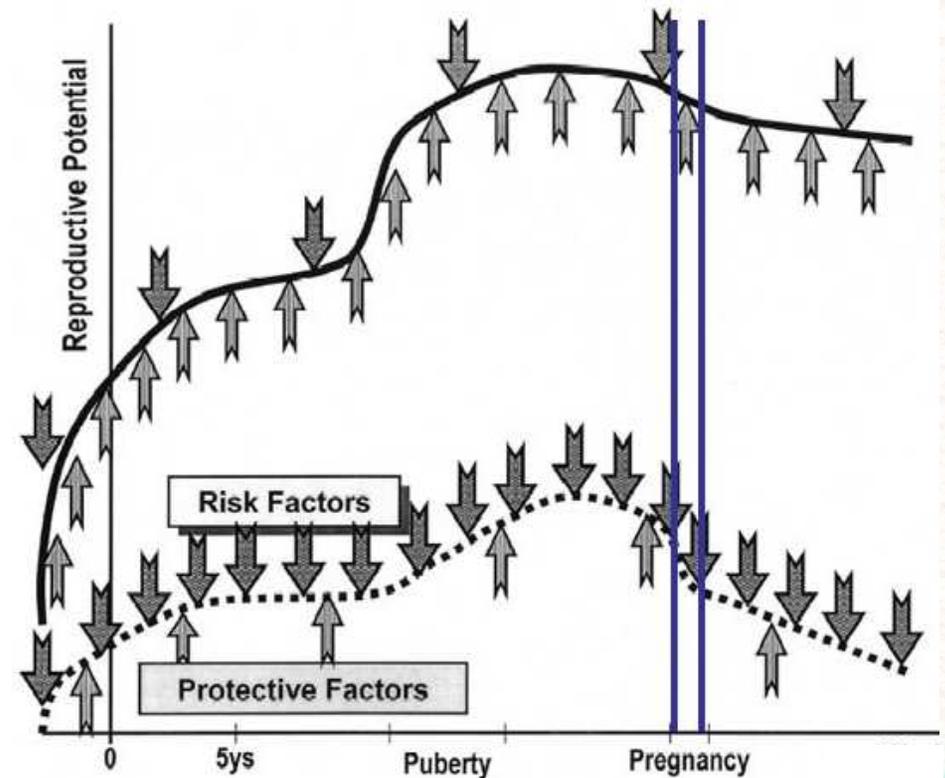
Find us on:



Social Ecological Model



Life Course Perspective



Local Partnerships and Collaboration

- Oral Health Task Force
- Partners in Patient Services
- Sex, Drugs, Rock & Roll (SDRR)
- Inyo Mono Death Review Team
- Youth Advisory Committee
- Nutrition & Physical Activity Taskforce (NPAT)



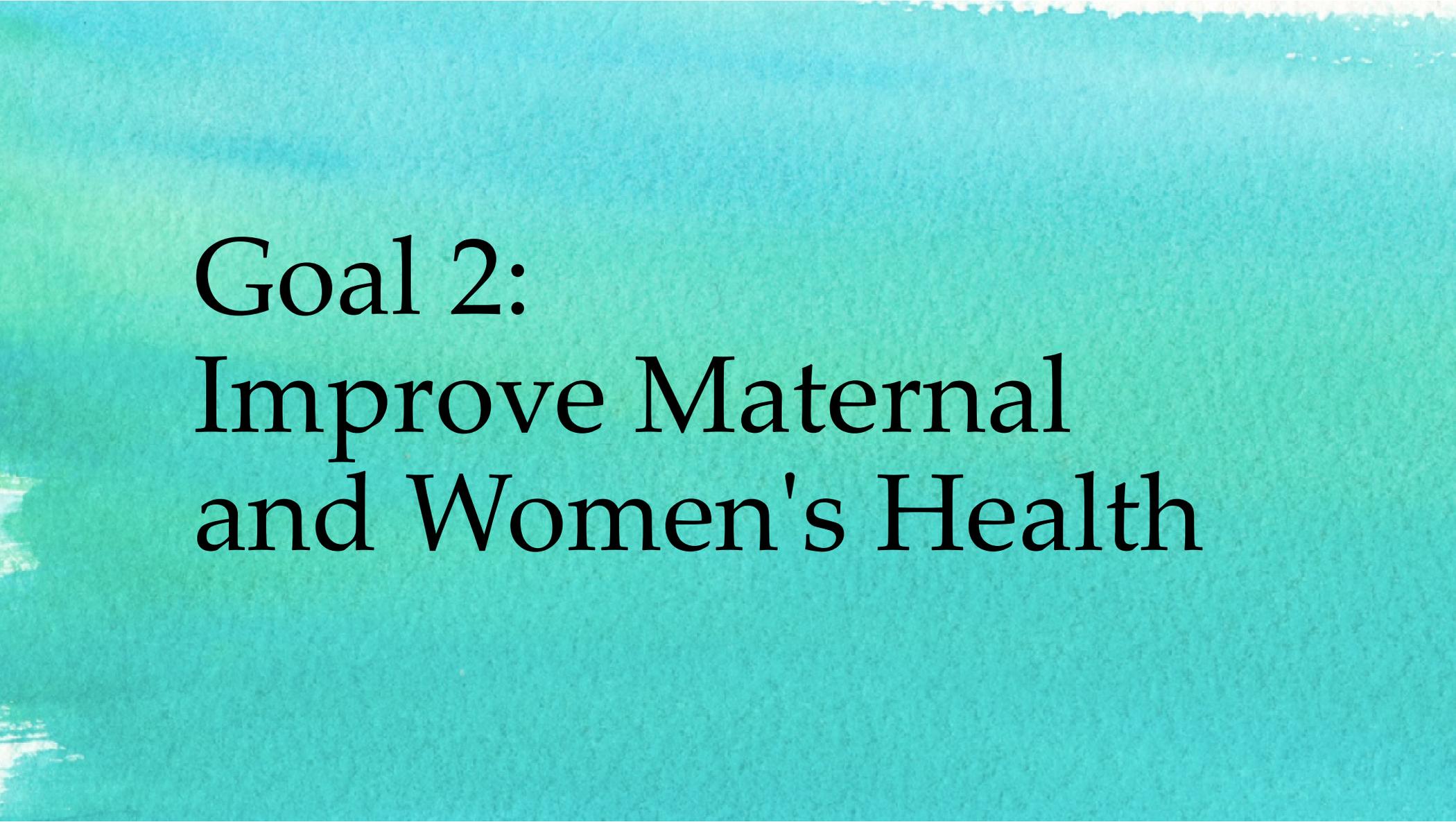
Goal 1:
Increase Access to
Oral Health Care

Oral Health Task Force



Miles of Smiles Program 2016

- This program is a collaborative effort between the Oral Health Task Force, the UCLA School of Dentistry, and local school districts to offer free dental screenings, sealants, topical fluoride varnish, and oral health education. The program rotates between Mammoth and Eastern Sierra Unified School Districts each year, and occurred in Mammoth Lakes in March 2016.
- 214 children received preventive dental care, oral health instruction, and a referral to a dentist (Level I-IV)
 - 133 children (Level I): No obvious decay, a routine dental check-up every six months is advised.
 - 70 children (Level II): Needs to see a dentist for possible fillings and/or other concerns.
 - 11 children (Level III) Severe dental problems, see a dentist as soon as possible.
 - 0 children (Level IV): Emergency dental treatment see a dentist immediately.
 - All families of children with a level III referral were contacted by Health Department Staff to assist in linking the children to care.
- 203 children received topical fluoride varnish
- 124 children received sealants on one or more permanent tooth.

The background of the slide is a textured, watercolor-style wash of teal and green colors. The text is centered on this background.

Goal 2:
Improve Maternal
and Women's Health

Partners in Patient Services

- Workgroup with Mammoth Hospital Staff
 - Women's Health
 - Family Medicine
 - Infection Prevention and Communicable Disease
- Assisted in the development of a Mammoth Hospital policy and procedure for Patient Delivered Partner Therapy (PDPT)
 - PDPT is the evidence-based practice of treating the sex partners of patients diagnosed with Chlamydia by providing medications to the patient to take to his/her partner *without the health care provider first examining the partner.*
- Provided technical assistance in the implementation phase of this new policy.
- This program improves the health of women by reducing rates of re-infection and the possibility severe health consequences of pelvic inflammatory disease and sterility.





Sex, Drugs and Rock & Roll (SDRR)

- Collaborative addressing high risk adolescent behavior such as unprotected sex, drinking, and drug use.
- Partners in this collaborative include:
 - Public Health, Behavioral Health, Social Services, Probation, District Attorney's Office, Mammoth Hospital, Mammoth Police, Sheriff's Office, Mammoth Unified School District, Mono County Office of Education, Eastern Sierra Unified School District, Wild Iris, and Mammoth Mountain.
- Assessment of high risk behaviors in local youth:
 - Advocated for the Alcohol and Other Drugs (AOD) module of the California Healthy Kids Survey to be administered throughout Mono County schools in Fall 2015.
- Education for local youth:
 - Development and implementation of a week of comprehensive sexual education at Bridgeport Elementary and Lee Vining and Coleville High Schools in 2015/16.
 - Current work includes developing school based curriculum to reduce adolescent alcohol and marijuana use.

Goal 3:
Prevent SIDS/SUID

Inyo Mono Death Review Team

- Mono County Public Health and Sheriff's Office worked together to develop an in-house SIDS training for law enforcement and first responders.
- Participation included 26 participants from:
 - Mono County Public Health, Sheriff's Office, District Attorney's Office, and Social Services.
 - Inyo County Public Health, District Attorney's Office, County Council, and Social Services.
- Take aways from the presentation included:
 - *"It was very helpful to go over the laws and procedures as we seldom see SIDS/SUID cases."*
 - *"Allowing the family to hold the baby is permissible and will not compromise any findings at the autopsy."*
 - *"The Health Department (Public Health Nurse) must be notified within 24 hours of the infant's death."*

Sudden Infant Death Investigation, Protocols, and Corner Law for SIDS/SUID Cases

Please join Placer County Chief Deputy Coroner/ Investigator and CA SIDS Advisory Council Member, Dennis Watt, for this insightful training.

Date: Friday, June 10, 2016

Time: 7:45am-11:00am

Location: Board of Supervisors Chambers, Bridgeport

*The training will be simulcast to the Board of Supervisors Conference Room in Mammoth Lakes (Sierra Center Mall)



Mono County Contacts

Sandra Pearce, PHN
Mono County SIDS Coordinator
760.924.1818
spearse@mono.ca.gov

Lt. Phil West
Chief Deputy Coroner
760.932.7549
pwest@monosheriff.org

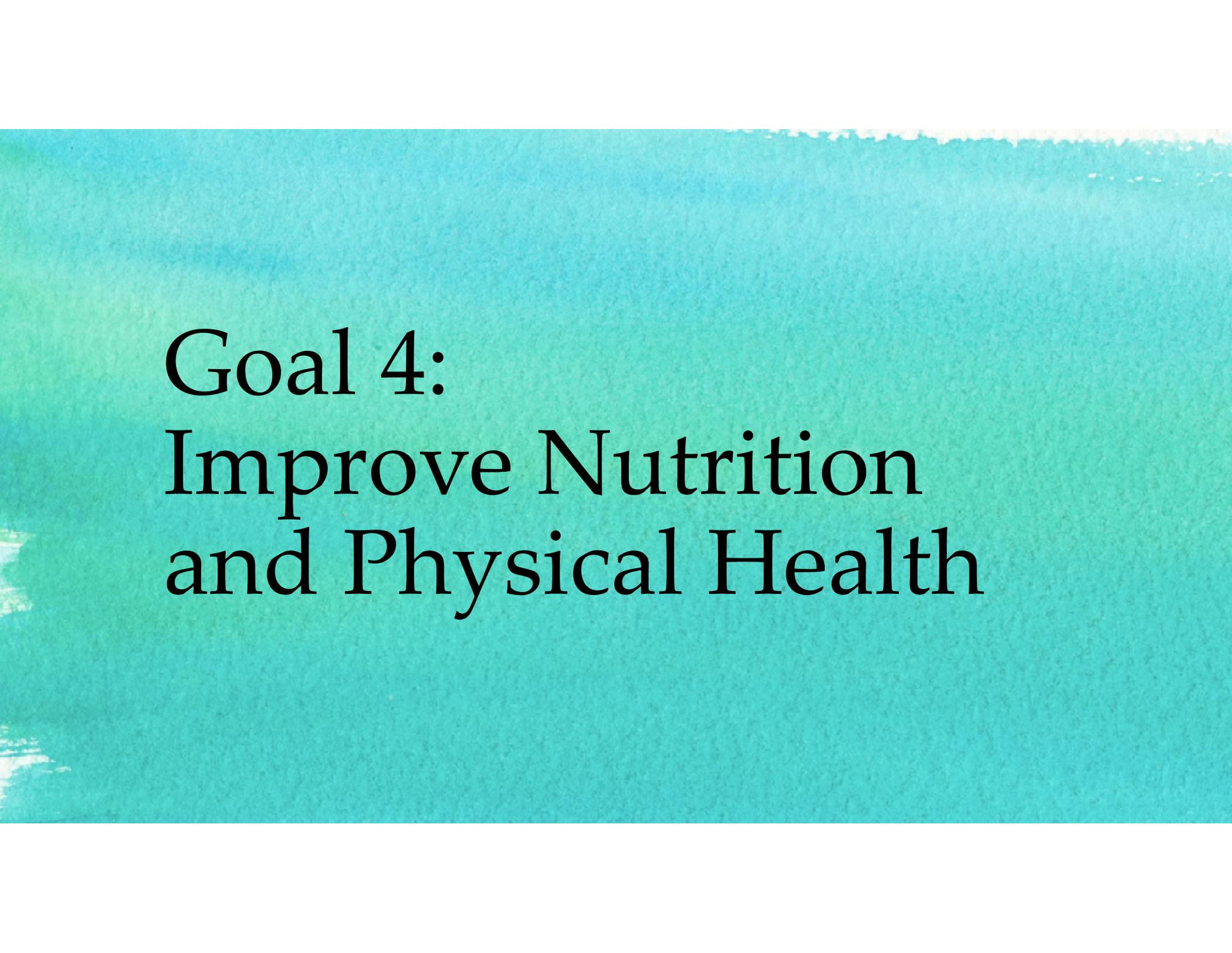
Training Agenda

7:45-8:00am	Coffee and Snacks
8:00-10:00am	SIDS/SUID Investigation & Protocols
10:00-11:00am	Coroner Laws
11:00am	Q/A

*Please RSVP to Sandra Pearce or Phil West by Thursday, June 2, including which location you will attend.

Hosted by Mono County Public Health and Sheriff's Departments





Goal 4:
Improve Nutrition
and Physical Health



Youth Advisory Committee

- The Youth Advisory Committee (YAC) was developed as a joint effort between the Town of Mammoth Lakes Recreation Department and Mono County MCAH Program to provide a platform for local students (grades 9-12) to advocate for positive change in our community.
- Priority areas developed by the students included:
 - After-school, weekend, and summer programs for teens
 - Preferred communication channels for disseminating information to teens
 - Outreach engaging the Hispanic community
 - Underage drinking, minors driving under the influence, drug use, and resources for teens on how to stop using
 - Expand sex education in the schools to include topics pertinent to today's youth
- Successful projects that addressed increased physical activity for youth included:
 - Development of a Student Bike Pass Program with Mammoth Mountain
 - Participation in the Plan Mammoth Creek Park community forums to design teen programming for the planned Recreation Center and Multi-Use Facility



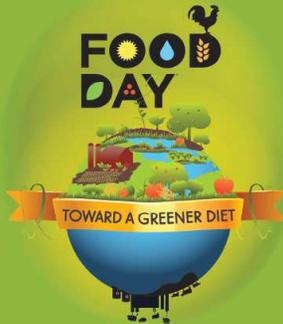
Nutrition & Physical Activity Taskforce (NPAT)

- Food Day is celebrated on October 24 of each year, and is a time to enjoy real food, make changes in our diets, and push for improved food policies.
- NPAT coordinated with Mono County schools to implement the following activities:
 - School newsletter on nutrition distributed to all Mono County schools
 - Antelope Valley, Bridgeport, and Edna Beaman Elementary Schools- fruit & veggie game and tasting during recess
 - Mammoth High School's Culinary Arts Students had a Food Day poster contest and prepared special Food Day meals for students:
 - Mammoth Elementary & Middle Schools Lunch- Chicken Stir-fry with Vegetables
 - Mammoth Middle School Lunch- Salad Bar with Mega Health Toppings
 - Mammoth High School Lunch- Baked Potato Bar with Garden Rich Toppings
 - Mammoth's Health Class- lessons on nutrition, healthy eating, and reading food labels
 - Jan Work Community School- food tasting



Food Day 2015

- NPAT coordinated with restaurants and community agencies to implement the following activities:
 - Local Restaurants:
 - 12 restaurants in Mammoth Lakes offered specials during the week leading up to Food Day, including health options and locally produced foods.
 - Mammoth Library:
 - Healthy Halloween treats and crafts for children 10 and older.
 - Mammoth Hospital:
 - Employee challenge to promote increased vegetable and fruit intake, and a vegetable & fruit tasting.
 - Mammoth Hospital Cares Cafe- Turkey & Avocado Sandwich with Spinach Salad.



FOOD DAY

TOWARD A GREENER DIET

Center for Nutrition in the Public Interest | 1220 L Street, NW, Suite 300, Washington, DC 20002 | www.foodday.org

Celebrate Food Day 2015

Food Day is a time to enjoy real food, make changes in our own diets, and push for improved food policies. The following restaurants will be offering specials during the week leading up to Food Day on **October 24**, including healthy options and locally produced foods. Try some of these great specials throughout the week! For more information about Food Day, go to www.foodday.org.

Date(s)	Restaurant	Special
10/19-10/24	Giovanni's	Salmon or Chicken Caesar Salad
10/19-10/24	The Stove	"The Natural" or Steel Cut Oatmeal
10/19	Z-Pizza	California Pizza and California Salad
10/20	Good Life Café	Breakfast: Nancy's Veggie Omelet or Greek Scramble Lunch: Teriyaki Veggie Stir-fry or Veggie Burrito Dinner: Charbroiled Blackened Mahi Mahi or Chicken Florentine
10/21	Lopez's the Loco Frijole	Veggie Burrito
10/21	Nik-n-Willie's	Hearty Pesto Pizza and Veggie Sandwich
10/22	Breakfast Club	Breakfast: Veggie Omelet Lunch: Grilled Chicken Taco Salad
10/22-10/28	Rafters	Spicy Peach Grilled Chicken
10/23	Mammoth Hospital Cares Café	Turkey & Avocado Sandwich with Spinach Salad
10/23	Pita Pit	Humus Veggie Pita
10/24	Lynne's Garden of Eat'n	Vegetable Curry
10/24	Stellar Brew	The Alpen Bale and MORE
Date	School*	Special
10/20	Mammoth Middle School	Salad Bar with Mega Health Toppings
10/21	Mammoth Elementary & Middle Schools	Chicken Stir-fry with Vegetables
10/22	Mammoth High School	Baked Potato Bar with Garden Rich Toppings

*not open to the public



FOOD DAY.ORG
OCTOBER 24, 2015

Brought to you by the Mono County Nutrition & Physical Activity Taskforce

The estimated return on investment from \$1 invested in county departments of public health in California ranges from \$67.07 to \$88.21.

American Journal of Public Health

Returns on Investment in California Departments of Public Health

August 2016, Vol. 106, No. 8, pp. 1477-1482

<http://ajph.aphapublications.org/doi/pdf/10.2105/AJPH.2016.303233>

Request: Approve MCAH Funding Agreement

For healthier **people**,
healthier **communities**,
a healthier **economy**, and
a healthier **Mono County!**



FY 2016 - 2017 AGREEMENT FUNDING APPLICATION (AFA) CHECKLIST

Agency Name: Mono County Health Department

Agreement #: 201626

Program: MCAH BIH AFLP

CHVP

(Check one box only)

Please check the box next to all submitted documents. All documents must be submitted by email using the required naming convention on page 2.	
<input checked="" type="checkbox"/>	1. AFA Checklist
<input checked="" type="checkbox"/>	2. Annual Personnel <u>Update Form</u> with signature (PDF)
<input checked="" type="checkbox"/>	3. <u>Attestation</u> of Compliance with the Sexual Health Education Accountability Act of 2007 (PDF)
<input checked="" type="checkbox"/>	4. <u>Community Profile</u> (submit only one profile which includes information about your MCAH, AFLP and/or BIH populations and programs as applicable) (Word)
<input checked="" type="checkbox"/>	5. <u>Budget Template</u> (Summary Page, Detail Pages, and Justifications) listing all staff (by position) and costs (including projected salaries and benefits). Personnel must be consistent with the Duty Statements and Organizational Charts (Excel)
<input checked="" type="checkbox"/>	6. <u>Duty Statements (DS)</u> for all staff (numbered according to the Personnel Detail Page and Organization Chart) listed on the budget (Word)
<input checked="" type="checkbox"/>	7. <u>Org Chart(s)</u> of the applicable programs, identifying all staff positions on the budget (w/line item #) and its relationship to other services for women and children, the local health officer and overall agency (Word , Excel , PDF)
<input checked="" type="checkbox"/>	8. <u>Approval Letters</u> including waivers for the following positions (PDF): <input checked="" type="checkbox"/> MCAH Director; <input type="checkbox"/> BIH Coordinator; <input type="checkbox"/> AFLP Director; <input type="checkbox"/> CHVP Coord./Nurse Sup.; <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/>	9. <u>Scope of Work (SOW)</u> documents for all applicable programs (PDF/Word)
<input checked="" type="checkbox"/>	10. Annual <u>Inventory</u> – Form CDPH 1204 (Word)
<input type="checkbox"/>	11. CHVP <u>Attachment A</u> - Program Operational Requirements
<input type="checkbox"/>	12. Local Health Officer Approval Letter to conduct <u>FIMR</u> [MCAH only] (PDF)
<input type="checkbox"/>	13. Subcontractor (<u>SubK</u>) Agreement Packages (required for all SubKs \$5,000 or more) (PDF)
<input type="checkbox"/>	14. Certification Statement for the Use of Certified Public Funds (<u>CPE</u>) [AFLP CBOs and/or SubKs with FFP] (PDF)

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

**FUNDING AGREEMENT PERIOD
FY 2016-2017 (LHJs)/2012-13 to 2016-17 (CBOs)**

ANNUAL PERSONNEL UPDATE FORM

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

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

AGENCY IDENTIFICATION INFORMATION

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

Please check the applicable "Program" boxes below:

MCAH AFLP BIH FIMR CHVP

Fiscal Year: 2016-17 Update Effective: _____ (only required when submitting updates)

Agreement/Contract Number:	201626		
Federal Employer ID#:	95-6005661		
Complete Official Agency Name:	Mono County Public Health Department		
Business Office Address:	PO Box 476, Bridgeport, CA 93517		
Agency Phone:	760.932.5580	Agency Fax:	760.932.5284
Agency Website Address:	www.monohealth.com		

1 AGENCY DIRECTOR

Name:	Lynda Salcido					
Title:	Public Health Director					
Mailing Address:	PO Box 3329					
City:	Mammoth Lakes,				Zip:	93546
Phone:	760.924.1842	Ext.:		FAX:	760.924.1831	
E-Mail Address:	lsalcido@mono.ca.gov					

2 BOARD INFORMATION					
Clerk of the Board <input type="checkbox"/>			Chair Board of Supervisors <input checked="" type="checkbox"/>		
Title:	Fred Stump				
Mailing Address:	PO Box 715				
City:	Bridgeport			Zip:	93517
Phone:	760.924.1783	Ext.		FAX:	
E-Mail Address:	fstump@mono.ca.gov				

3 OFFICIAL AUTHORIZED TO COMMIT AGENCY					
Name:	Fred Stump				
Title:	Board of Supervisors, Chairman				
Mailing Address:	PO Box 715				
City:	Bridgeport			Zip:	93517
Phone:	760.924.1783	Ext.		FAX:	
E-Mail Address:	fstump@mono.ca.gov				

4 FISCAL OFFICER					
Name:	Kimberly Bunn				
Title:	Public Health Fiscal & Administrative Officer				
Mailing Address:	PO Box 476				
City:	Bridgeport			Zip:	93517
Phone:	760.932.5587	Ext.		FAX:	
E-Mail Address:	kbunn@mono.ca.gov				

5 MCAH DIRECTOR (Please check box if MCAH and AFLP Director are the same) <input type="checkbox"/>					
Name:	Sandra Pearce				
Title:	Director of Public Health Nursing				
Mailing Address:	PO Box 3329				
City:	Mammoth Lakes			Zip:	93546
Phone:	760.924.1818	Ext.		FAX:	
E-Mail Address:	spearce@mono.ca.gov				

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

7 MCAH BUDGET CONTACT						
Name:	Kimberly Bunn					
Title:	Public Health Fiscal & Administrative Officer					
Mailing Address:	PO Box 476					
City:	Bridgeport			Zip:	93517	
Phone:	760.932.5587		Ext.:			
E-Mail Address:		kbunn@mono.ca.gov				

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

9 PERINATAL SERVICES COORDINATOR (PSC)						
Name:	Sandra Pearce					
Title:	Director of Public Health Nursing					
Mailing Address:	PO Box 3329					
City:	Mammoth Lakes			Zip:	93546	
Phone:	760.924.1818		Ext.:			
E-Mail Address:		spearce@mono.ca.gov				

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

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

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

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

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

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

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

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

18 SUDDEN INFANT DEATH SYNDROME (SIDS) COORDINATOR / CONTACT

Name:	Sandra Pearce				
Title:	Director of Public Health Nursing				
Mailing Address:	PO Box 3329				
City:	Mammoth Lakes			Zip:	93546
Phone:	760.924.1818	Ext.		FAX:	
E-Mail Address:	spearce@mono.ca.gov				

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

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

20 OTHER

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

**AGREEMENT FUNDING APPLICATION
POLICY COMPLIANCE AND CERTIFICATION**

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

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

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

Board of Supervisors, Chairman
Title

Fred Stump
Name (Type or Print)

Date

Original Signature of MCAH/AFLP Director

Director of Public Health Nursing
Title

Sandra Pearce
Name (Type or Print)

Date

Exhibit K

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

Agency Name: Mono County Health Department

Agreement/Grant Number: 201626

Compliance Attestation for Fiscal Year: 2016/17

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

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

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

Signed

Mono County Health Department
Agency Name

201626
Agreement/Grant Number

Signature of MCAH Director
Signature of AFLP Director (CBOs only)

Date

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

Exhibit K

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

CALIFORNIA CODES
HEALTH AND SAFETY CODE
SECTION 151000-151003

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

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

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

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

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

Exhibit K

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

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

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

Mono County Maternal Child and Adolescent Health Community Profile 2016-2017

Section 1 – Demographics

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

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

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

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

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

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

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

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

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

Section 4 – Health Status and Disparities for the MCAH Population

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

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

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

Program:	Maternal, Child and Adolescent Health		UNMATCHED FUNDING					NON-ENHANCED MATCHING (50/50)		ENHANCED MATCHING (75/25)					
Agency:	201626 Mono		MCAH-TV		SIDS		AGENCY FUNDS		MCAH Crty-N		MCAH Crty-E				
SubK:			(1)	(2)	(3)	(4)	(5)	(6)	(7)	(10)	(11)	(14)	(15)	(16)	(17)
			TOTAL FUNDING	%	TITLE V	%	SIDS	%	Agency Funds*	%	Combined Fed/Agency*	%	Combined Fed/Agency*		

(II) OPERATING EXPENSES DETAIL													% PERSONNEL MATCH			
TOTAL OPERATING EXPENSES		8,500		5,604		36				2,860						55.56%
	TRAVEL	4,000	48.00%	1,920						52.00%	2,080					Match Available
	TRAINING	3,000	100.00%	3,000												
1	Communications	1,200	45.00%	540	3.00%	36				52.00%	624					3.56%
2	Office Expenses	300	48.00%	144						52.00%	156					3.56%
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** Unmatched Operating Expenses are not eligible for Federal matching funds (Title XIX). Expenses may only be charged to Unmatched Title V (Col. 3), State General Funds (Col. 5), and/or Agency (Col. 7) funds.

(III) CAPITAL EXPENDITURE DETAIL																
TOTAL CAPITAL EXPENDITURES																

(IV) OTHER COSTS DETAIL													% PERSONNEL MATCH			
TOTAL OTHER COSTS		4,000		1,316		604				2,080						55.56%
SUBCONTRACTS																
1																
2																
3																
4																
5																
OTHER CHARGES																
1	Outreach	4,000	32.90%	1,316	15.10%	604				52.00%	2,080					3.56%
2																
3																
4																
5																

Program:	Maternal, Child and Adolescent Health		UNMATCHED FUNDING					NON-ENHANCED MATCHING (50/50)		ENHANCED MATCHING (75/25)				
Agency:	201626 Mono		MCAH-TV		SIDS		AGENCY FUNDS		MCAH Crnty-N		MCAH Crnty-E			
SubK:		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(10)	(11)	(14)	(15)	(16)	(17)
		TOTAL FUNDING	%	TITLE V	%	SIDS	%	Agency Funds*	%	Combined Fed/Agency*	%	Combined Fed/Agency*		

(V) INDIRECT COSTS DETAIL										
TOTAL INDIRECT COSTS		32,949		15,816					17,133	
25.00% of Total Wages + Fringe Benefits		32,949	48.00%	15,816					52.00%	17,133

(I) PERSONNEL DETAIL										
TOTAL PERSONNEL COSTS		131,796		56,272		2,360			56,584	16,579
FRINGE BENEFIT RATE		69.36%		23,046		967			23,174	6,790
TOTAL WAGES		77,820		33,226		1,394			33,411	9,789

INITIALS	TITLE OR CLASSIFICATION	% FTE	ANNUAL SALARY	TOTAL WAGES								J-Pers MCF Per Staff	Total Match		
1	LS Public Health Director	5.00%	129,888	6,494	48.00%	3,117				51.00%	3,312	1.00%	65	52.0%	52.00%
2	SP DPHN / MCAH Director	60.00%	77,424	46,454	45.00%	20,904	3.00%	1,394		49.00%	22,762	3.00%	1,394	52.0%	52.00%
3	SP DPHN / PSC	8.21%	77,424	6,357	5.00%	318						95.00%	6,039	95.0%	95.00%
4	NM MCAH PHN	5.00%	99,576	4,979	48.00%	2,390				26.00%	1,295	26.00%	1,295	52.0%	52.00%
5	JM MCAH PHN	5.00%	76,707	3,835	48.00%	1,841				26.00%	997	26.00%	997	52.0%	52.00%
6	NC Fiscal & Technical Specialist	3.00%	41,904	1,257	48.00%	603				52.00%	654			52.0%	52.00%
7	MG Fiscal & Technical Specialist	3.00%	55,469	1,664	48.00%	799				52.00%	865			52.0%	52.00%
8	KB Fiscal & Administrative Officer	9.96%	68,076	6,780	48.00%	3,254				52.00%	3,526			52.0%	52.00%
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Budget:	ORIGINAL
Program:	Maternal, Child and Adolescent Health
Agency:	201626 Mono
SubK:	

(I) PERSONNEL DETAIL						BASE MEDI-CAL FACTOR %		52.00%		Use the following link to access the current AFA webpage and the current base MCF% for your agency: http://www.cdph.ca.gov/services/funding/mcah/Pages/FiscalDocuments.aspx		
TOTALS			0.99	626,468	77,820	53,975.95						
INITIALS	TITLE OR CLASS.	% FTE	ANNUAL SALARY	TOTAL WAGES	FRINGE BENEFIT RATE %	FRINGE BENEFITS	PROGRAM	MCF %	MCF Type	Requirements (Click link to view)	MCF % Justification Maximum characters = 1024	
1	LS	Public Health Director	5.00%	129,888	6,494	69.36%	4,504.24	MCAH	52.00%	Base		
2	SP	DPHN / MCAH Director	60.00%	77,424	46,454	69.36%	32,220.49	MCAH	52.00%	Base		
3	SP	DPHN / PSC	8.21%	77,424	6,357	69.36%	4,409.22	MCAH	95.00%	Variable	YES	
4	NM	MCAH PHN	5.00%	99,576	4,979	69.36%	3,453.43	MCAH	52.00%	Base	100% of clients are Medi-Cal beneficiaries	
5	JM	MCAH PHN	5.00%	76,707	3,835	69.36%	2,659.96	MCAH	52.00%	Base		
6	NC	Fiscal & Technical Specialist	3.00%	41,904	1,257	69.36%	871.86	MCAH	52.00%	Base		
7	MG	Fiscal & Technical Specialist	3.00%	55,469	1,664	69.36%	1,154.15	MCAH	52.00%	Base		
8	KB	Fiscal & Administrative Officer	9.96%	68,076	6,780	69.36%	4,702.61	MCAH	52.00%	Base		
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Budget:	ORIGINAL
Program:	Maternal, Child and Adolescent Health
Agency:	201626 Mono
SubK:	

(II) OPERATING EXPENSES JUSTIFICATION			
TOTAL OPERATING EXPENSES		8,500	
	TRAVEL	4,000	Mileage, per diem, and lodging expenses
	TRAINING	3,000	Conference registration expenses
1	Communications	1,200	cell phone allowance
2	Office Expenses	300	misc office supplies
3			
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(III) CAPITAL EXPENDITURE JUSTIFICATION		
TOTAL CAPITAL EXPENDITURES		

(IV) OTHER COSTS JUSTIFICATION			
TOTAL OTHER COSTS		4,000	
SUBCONTRACTS			
1			
2			
3			
4			
5			
OTHER CHARGES			
1	Outreach	4,000	radio and print advertisements, meeting expenses
2			
3			
4			
5			
6			
7			
8			

(V) INDIRECT COSTS JUSTIFICATION		
TOTAL INDIRECT COSTS		32,949
		Per CDPH approved ICR

PUBLIC HEALTH DIRECTOR
DUTY STATEMENT

Budget Line: #1

Health Jurisdiction: Mono County

Program: Maternal, Child, and Adolescent Health

Program Position: Public Health Director

County Job Specification: Public Health Director

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

- Meets weekly with the MCAH Director and staff to ensure program fits overall department goals and objectives, as well as to prioritize needs
- Supervises MCAH program personnel
- Interagency coordination, including the provider community to ensure MediCal providers are available for all clients
- Oversight of activities designed to improve health outcomes for the MCAH population, including CYSHCN and those eligible for Medi-Cal.
- Training activities
- Program planning and general administration

DPHN / MCAH DIRECTOR
DUTY STATEMENT

Budget Line: #2

Health Jurisdiction: Mono County

Program: Maternal, Child, and Adolescent Health

Program Position: MCAH Director

County Job Specification: Director of Public Health Nursing

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

Program Development and Implementation

- General responsibility for the implementation of the MCAH contract with evaluation of program goals and objectives
- Plan, organize and coordinate MCAH contract, implementation with evaluation in achievement of objectives
- Gather and analyze data for program planning, management and evaluation
- Develop policies and standards to implement activities designed to improve health outcomes for the MCAH population, including CYSHCN and those eligible for Medi-Cal.
- Maintain appropriate records and reports
- Collaborate with the community in the planning for and development of resources and services for the perinatal population
- Facilitate local, regional, and state partnerships for the improvement of MCAH services

Outreach Activities

- Assure that comprehensive perinatal services are available to all Medi-Cal eligible women.
- Promote services and resources of the perinatal population with community groups and medical resources
- Facilitate client referrals to health and social services
- Promote the use of MCAH services in the community to increase awareness and the use of appropriate services

Health Education/Consultation

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

Resource/Provider Development

- Respond to medical professionals and government, providing information and education about the MCAH population
- Facilitate collaboration, coordination, communication, and cooperation among service providers
- Facilitate health promotion for MCAH population
- Attend community and state meetings as indicated

Comprehensive Perinatal Services Program (CPSP)

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

SIDS Program

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

DPHN / PSC
DUTY STATEMENT

Budget Line: #3

Health Jurisdiction: Mono County

Program: Maternal, Child, and Adolescent Health

Program Position: MCAH Director/PSC

County Job Specification: Director of Public Health Nursing

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

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

MCAH PHN
DUTY STATEMENT

Budget Line: #4, 5

Health Jurisdiction: Mono County

Program: Maternal, Child, and Adolescent Health

Program Position: MCAH PHN

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

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

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

FISCAL & TECHNICAL SPECIALIST
DUTY STATEMENT

Budget Line: #6, 7

Health Jurisdiction: Mono County

Program: Maternal, Child, and Adolescent Health

Program Position: MCAH Clerk

County Job Specification: Fiscal & Technical Specialist

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

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

FISCAL & ADMINISTRATIVE SPECIALIST
DUTY STATEMENT

Budget Line: #8

Health Jurisdiction: Mono County

Program: Maternal, Child, and Adolescent Health

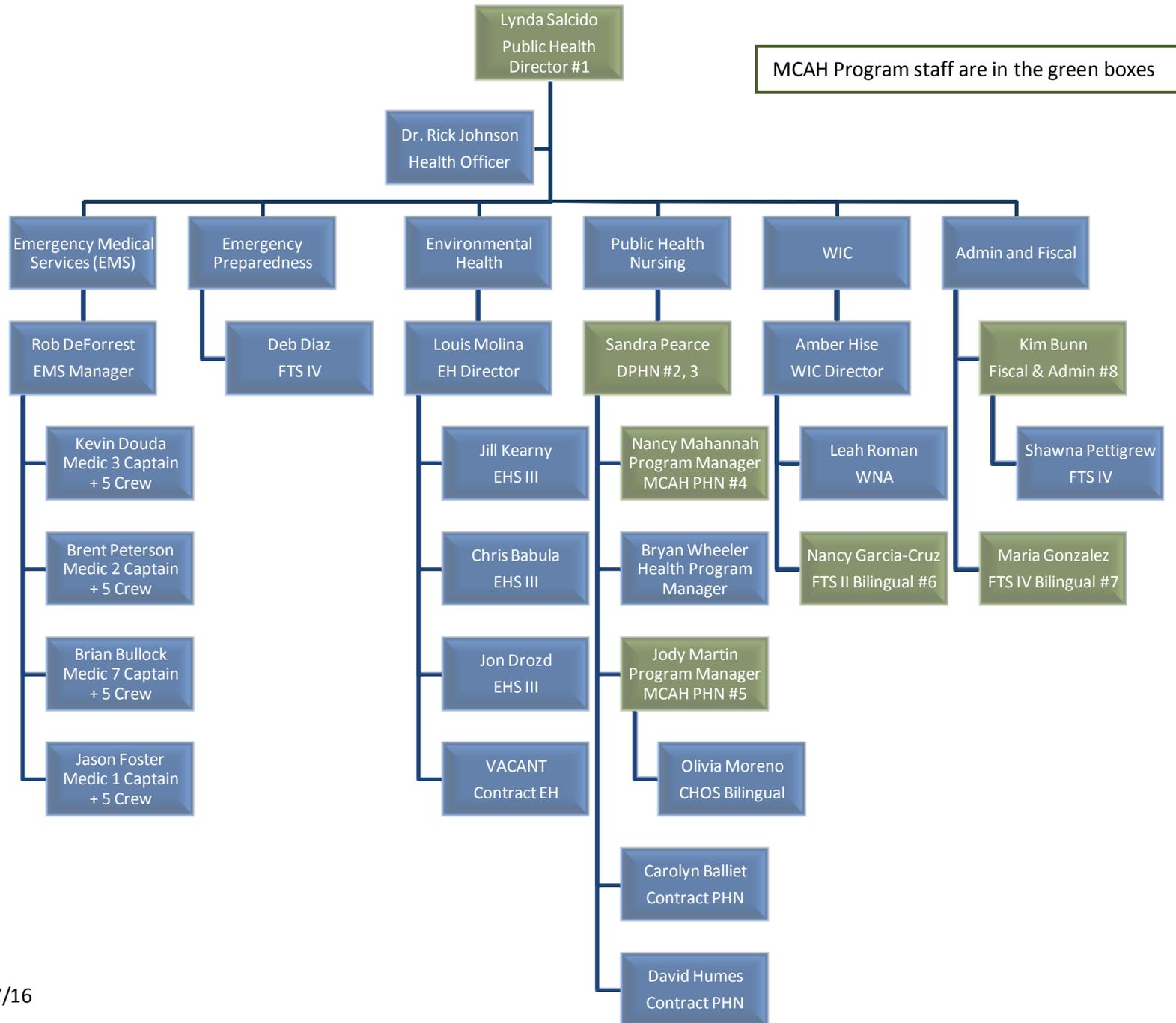
Program Position: MCAH Fiscal Agent

County Job Specification: Public Health Fiscal and Administrative Officer

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

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

Mono County Health Department Organizational Chart





MARK B HORTON, MD, MSPH
Director

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



ARNOLD SCHWARZENEGGER
Governor

June 17, 2008

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

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

Dear Ms. Salcido:

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

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

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

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

Sincerely,

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

cc: See next page

Lynda Salcido
Page 2
June 10, 2008

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

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

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

MCAH Central File

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

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

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

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

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

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

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

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

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

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

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

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

- Increase access to oral health services¹
- Increase screening and referral for mental health and substance use services¹
- Increase utilization of preventive health services¹
- Target outreach services to identify pregnant women, women of reproductive age, infants, children and adolescents and their families who are eligible for Medi-Cal assistance or other publicly provided health care programs and assist them in applying for these benefits²
- Provide developmental screening for all children¹

The shaded area represents required activities. Nothing is entered in the shaded areas, except for 1.7 as needed.

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

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

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

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	1.5 Conduct activities to facilitate referrals to Medi-Cal, MCAP, Covered CA, CCS, and other low cost/no-cost health insurance programs for health care coverage ²	1.5 Describe activities to facilitate referrals to health insurance and programs.	1.5 Report the number of referrals to Medi-Cal, MCAP, Covered CA, CCS, or other low/no-cost health insurance or programs.
	1.6 Provide a toll-free or “no-cost to the calling party” telephone information service and other appropriate methods of communication, e.g. local MCAH Program web page to the local community ² to facilitate linkage of MCAH population to services	1.6 Describe the methods of communication, including the, cultural and linguistic challenges and solutions to linking the MCAH population to services.	1.6 Report the following: <ol style="list-style-type: none"> 1. Number of calls to the toll-free or “no-cost to the calling party” telephone information service 2. The number of web hits to the appropriate local MCAH Program webpage

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>1.7 Increase the rate of children, including CYSHCN, who receive a yearly preventive medical visit.</p>	<p>1.7</p> <ol style="list-style-type: none"> Promote the yearly medical visit for children, including CYSHCN Adopt policies to screen, refer, and link all children served by the Mono County Health Department. Develop quality assurance (QA) activities to ensure children are screened, referred and linked. 	<p>1.7</p> <ol style="list-style-type: none"> Describe outreach efforts, barriers and opportunities for solutions, and activities to promote the yearly preventive medical visit. Description of policies to screen, refer and link all children served by the Mono County Health Department. List QA process developed to ensure screening, referral and linkage. 	<p>1.7</p> <ol style="list-style-type: none"> Number of children, including CYSHCN, receiving a yearly preventive medical visit Number of children served by the Mono County Health Department who were screened, referred, and linked to a yearly preventive medical visit. Outcomes of policies/protocols and QA activities to ensure screening, referral and linkage
<p>Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below.</p>			
<p>1.8 By June 30, 2017, 30% of TK-8th grade students in Eastern Sierra Unified School District will receive a preventive dental care service through the Miles of Smiles Program, which offers dental exams, topical fluoride applications, dental sealants, and linkage to a dental home as appropriate.</p>	<p>1.8 Collaborate with oral health partners to implement the Miles of Smiles program which includes:</p> <ul style="list-style-type: none"> MOU that covers the basics of the program, liability, and outlines responsibilities of partners. Consent forms for parents. Dental exams, fluoride varnish and sealants as appropriate for children who have parental consent. Case management to assist with referrals and follow-ups. Continuous Quality Improvement/ Quality Assurance (CQI/QA) process to monitor program implementation, a regular feedback mechanism to continually improve the process and evaluate the impact. 	<p>1.8</p> <ul style="list-style-type: none"> Brief description of Oral Health Taskforce planning meeting outcomes, including the number of meetings and attendees. Identify the locations where program is being implemented. Report number and types of staff who will administer program. Briefly describe the referral process. Briefly describe lessons learned. Briefly describe the CQI/QA process. 	<p>1.8</p> <ul style="list-style-type: none"> Number of students who received an oral health exam/ number of students enrolled in TK-8th grade. Number of students who received topical fluoride varnish application. Number of students who received dental sealants, and total number of sealants placed. Number of students referred to a dental home. Number of students needing a dental visit for treatment. Describe the outcomes of the CQI/QA process, including methods of measurements and results.

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>1.9 By June 30, 2017, implement oral health outreach for parents and caregivers of infants, aimed at linking infants to a dental home by age 1.</p>	<p>1.9</p> <ul style="list-style-type: none"> • Develop and administer outreach materials which include: <ul style="list-style-type: none"> ○ Home by One education campaign materials ○ National Maternal and Child Oral Health’s free education materials http://www.mchoralhealth.org/materials/consumerbrochures.html ○ Local oral health resource guide. ○ Toothbrush, floss, and toothpaste. • Meet with Pediatricians, WIC staff, and First 5 Home Visitors to ensure that infants are being referred for dental care prior to age 1. • Develop a plan to evaluate the outcomes of the outreach, including policy changes, if any. 	<p>1.9</p> <ul style="list-style-type: none"> • List and briefly describe selected key oral health messages. • Report the number of program clients who received oral health outreach and linkage to care. • List materials and resources that were created and/or identified for use in outreach. 	<p>1.9</p> <ul style="list-style-type: none"> • Number of infants linked to a dental home. • Brief description of oral health outreach, including objectives and strategies. • Brief description of the plan to evaluate the effectiveness of the campaign and any outcomes. • Brief description of policy changes, if any.

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

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

- Decrease unintended pregnancies¹
- Decrease the burden of chronic disease¹
- Decrease intimate partner violence¹
- Assure that all pregnant women will have access to early, adequate, and high quality perinatal care with a special emphasis on low-income and Medi-Cal eligible women²

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

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

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	perinatal services. Conduct activities with local provider networks and/or health plans to improve access to and quality of perinatal services including coordination and integration of care.	referrals, tracking system for follow-up, assessments, interventions, infant care etc). ** If above is not applicable to the local site, Summarize perinatal training or education sessions conducted with at-risk, Medi-Cal eligible women. Briefly summarize shared activities performed with current provider networks and/or local health plans to improve access to and quality of perinatal services including coordination and integration of care.	perinatal care access and quality of perinatal services. Describe outcome of shared activities performed with the perinatal provider networks and/or local health plan in improving access to and quality of perinatal services
	2.3 Conduct face-to-face quality assurance/quality improvement (QA/QI) activities with CPSP providers or MCMC liaison to ensure that protocols are in place and implemented.	2.3 List the types of CPSP provider QA/QI activities conducted during site visits. Identify your MCMC liaison contact Report the number of actual site visits conducted with enrolled CPSP providers and/or MCMC liaison	2.3 Describe the results of QA/QI activities that were conducted.

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below.			
<p>2.4 By June 30, 2017, in collaboration with Mono County schools, implement changes to local sexual health curriculum to promote the AAPs October 2014 recommendation that the first-line contraceptive choice for adolescents who choose not to be abstinent is a Long Acting Reversible Contraceptive (LARC).</p>	<p>2.4 Meet with SDRR Collaborative to review the AAP recommendations.</p> <ul style="list-style-type: none"> • Discuss areas of concern and ideas of how to adapt the curriculum. • Develop at least one change to the curriculum. • Develop and implement a CQI process to monitor implementation of processes, a regular feedback mechanism to continually improve the process and evaluate the impact. 	<p>2.4</p> <ul style="list-style-type: none"> • Describe challenges and solutions to implementing the changes. • List technical assistance provided. • Briefly describe the CQI process developed. 	<p>2.4</p> <ul style="list-style-type: none"> • Number of students who demonstrate increased knowledge about LARCs and local resources/ Total number of students. • Brief description of changes to the curriculum and process to measure increased knowledge. • Briefly describe the knowledge gained as a result of the changes to the program. • Describe the outcomes of the CQI process including methods of measurements and results.

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Goal 3: Reduce infant morbidity and mortality

- Reduce pre-term births and infant mortality¹
- Increase infant safe sleep practices¹
- Increase breastfeeding initiation and duration¹

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

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

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below.			
<p>3.3 By June 30, 2017, 90% of Mammoth Hospital Labor & Delivery staff receiving SIDS/SUID training will adopt infant safe sleep and SIDS risk reduction information in their current practices and demonstrate increased knowledge of responding to a SIDS/SUID infant death.</p>	<p>3.3 Coordinate with Mammoth Hospital Labor & Delivery Manager to provide SIDS/SUID training to staff.</p> <ul style="list-style-type: none"> Assess current policies and protocols. Develop training and evaluation tool using resources from the California SIDS center, the SIDS Center, and SIDS Project Impact. Develop a process to measure knowledge change and intent to use the information in their work. Follow up with Labor & Delivery Manager to offer TA and to determine changes in practice as a result of the training. Develop one strategy for Labor & Delivery staff to promote safe sleep environments and SIDS risk reduction practices. 	<p>3.3</p> <ul style="list-style-type: none"> Brief description of training and process to measure increased knowledge. Briefly describe the strategy to promote safe sleep environments and SIDS risk reduction practices. List technical assistance provided. Briefly describe the CQI/QA process developed. 	<p>3.3</p> <ul style="list-style-type: none"> Number of trainings implemented/1 training. Number Labor & Delivery staff who have adopted infant safe sleep and SIDS risk reduction information in their current practice and demonstrate increased knowledge of responding to a SIDS/SUID infant death/ number of Labor & Delivery staff attending training. Briefly describe the knowledge gained as a result of the trainings. Describe the outcomes of the CQI process including methods of measurements and results.
<p>3.4 By June 30, 2017, implement an education program in the local schools to reduce adolescent use of tobacco, e-cigs, and marijuana, thereby improving preconception health for youth.</p>	<p>3.4 Work with community partners to develop one strategy to reduce adolescent drug use.</p> <ul style="list-style-type: none"> Review results of the SDRR Survey and California Healthy Kids Survey. Conduct key informant interviews to increase understanding of factors contributing to teen access to alcohol 	<p>3.4</p> <ul style="list-style-type: none"> List partners. Maintain on file the list of meetings, agendas, minutes. Describe the rationale for the strategy chosen and process for developing the strategy Briefly describe CQI/QA process developed 	<p>3.4 Number of strategies developed/ 1 strategy Briefly describe the following:</p> <ul style="list-style-type: none"> The strategy. The process for implementation and evaluation of the strategy. Any policies implemented. Outcomes of CQI/QA process and the

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	and drugs. <ul style="list-style-type: none"> • Research best practices on reducing use of and access to tobacco, e-cigs, and marijuana by women of reproductive age. • Discuss current capacity and resources. • Outcome measures to be developed in conjunction with strategy development. • Build CQI/QA measures in the strategy to ensure plan is implemented as intended and the outcomes. 		method of measurement, if available.

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

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

- Increase consumption of a healthy diet¹
- Increase physical activity¹

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>4.1 By June 30, 2017, develop a strategy to increase access to healthy food and/or physical activity for youth.</p>	<p>4.1 Work with community partners to develop one strategy to increase access to healthy food and/or physical activity for youth.</p> <ul style="list-style-type: none"> • Engage Youth Advisory Council (YAC) to discuss current needs for youth in the community related to health and recreation. • Review best practices with Youth Advisory Council (YAC), Nutrition and Physical Activity Taskforce (NPAT), and community partners. • Discuss current capacity and resources. • Design strategy. • Build CQI/QA measures in the strategy to ensure plan is implemented as intended and the outcomes. 	<p>4.1</p> <ul style="list-style-type: none"> • List partners. Maintain on file the list of meetings, agendas, minutes. • Describe the rationale for the strategy chosen and process for developing the strategy • Briefly describe CQI/QA process developed 	<p>4.1 Number of strategies developed/ 1 strategy</p> <p>Briefly describe the following:</p> <ul style="list-style-type: none"> • The strategy. • The process for implementation and evaluation of the strategy. • Any policies implemented. • Outcomes of CQI/QA process and the method of measurement, if available.

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 16, 2016

Departments: Public Works

TIME REQUIRED	10 minutes (5 minutes presentation, 5 minutes discussion)	PERSONS APPEARING BEFORE THE BOARD	Garrett Higerd
SUBJECT	Contract Award for the Stock Drive Realignment Project		

AGENDA DESCRIPTION:

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

Proposed contract with Meyers Earthwork, Inc. pertaining to realignment of approximately 575 linear feet of Stock Drive and Court Street adjacent to the southern property boundary of Bryant Field and reconstruction of the Court Street/State Highway 182 intersection.

RECOMMENDED ACTION:

Based on accompanying staff report, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code regarding bids received in response to a bid solicitation: 1) identify Meyers Earthwork Inc. as responsible bidder submitting the lowest responsive bid; 2) approve and authorize Public Works Director's execution of contract with Meyers Earthwork Inc. for the Stock Drive Realignment Project in an amount not to exceed \$396,550; 3) authorize Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$32,327.50 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

FISCAL IMPACT:

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

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760-924-1802 / ghigerd@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Bid Tabulation
Proposed Meyers Earthwork Contract

History

Time	Who	Approval
8/12/2016 4:33 AM	County Administrative Office	Yes
8/11/2016 2:19 AM	County Counsel	Yes
8/12/2016 6:37 AM	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: August 16, 2016
To: Honorable Chair and Members of the Board of Supervisors
From: Garrett Higerd, Assistant Public Works Director
Re: Contract Award for the Stock Drive Realignment Project

Recommended Action:

Based on this staff report concerning bids received in response to a solicitation for bids: 1) identify Meyers Earthwork Inc. as responsible bidder submitting the lowest responsive bid; 2) approve and authorize Public Works Director's signature on contract with Meyers Earthwork Inc. for the Stock Drive Realignment Project in an amount not to exceed \$396,550; 3) authorize the Public Works Director, in consultation with County Counsel, to administer that contract, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, and issue change orders to the contract in accordance with Public Contract Code §20142, in an amount not to exceed \$32,327.50 per change order, provided such amendments do not substantially alter the scope of work, do not cause spending on the project to exceed the budgeted authority, and are approved as to form and legality by County Counsel.

Fiscal Impact:

This project is funded by a Federal Aviation Administration (FAA) grant covering 90% of the cost of construction and engineering, a California Department of Transportation - Division of Aeronautics matching grant covering approximately 4.5% of the cost of construction and engineering, and Airport Enterprise Fund revenues covering the remainder. The cost of right-of-way acquisition is not funded by FAA grants and is funded by the Airport Enterprise fund. The total project cost is estimated to be \$555,150. The total impact to the Airport Enterprise Fund is expected to be \$76,366.

A summary follows:

Construction & Engineering Costs:

FAA Grant Funding	\$455,985
State Match Grant	22,799
Estimated Airport Fund Match	<u>27,866</u>
Total Construction and Engineering Costs	\$506,650

Right of Way Acquisition & Environmental Costs (Airport Fund):	
Environmental Permit Fees	3,500
Property	41,000
Preliminary Title Reports	<u>4,000</u>
Total Right of Way Acquisition & Permit Costs	\$48,500
Total Project Costs	\$555,150

Background:

The Stock Drive Realignment Project will realign approximately 575 linear feet of Stock Drive and Court Street adjacent to the southern property boundary of Bryant Field and reconstruct the Court Street/State Highway 182 intersection.

The project plans and manual were approved at the Board meeting of April 5, 2015, an optional pre-bid meeting was held in Bridgeport on April 14, 2016, and three bids were received on May 12, 2016. See the Bid Tabulation attached as Exhibit 1. A Notice of Intent to award was issued to Meyers Earthwork on June 21st which initiated a 5 working day bid protest period. No bid protests were received.

Agreements have been executed for a FAA grant in the amount of \$455,985 and a state matching grant in the amount of \$22,799.

The escrows for the property acquisitions have closed and Mono County now owns all of the right-of-way required for the project.

Staff now recommends that the Board of Supervisors award the contract to Meyers Earthwork, which submitted a responsive bid and is the lowest responsible bidder.

Please contact me at 760.924.1802 or by email at ghigerd@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,



Garrett Higerd, PE
Assistant Public Works Director

Attachments: Exhibit 1 – Bid Tabulation
Exhibit 2 – Meyers Earthwork Agreement

Bid Tabulation
Stock Drive Realignment Project at Bryant Field
AIP No. 3-06-0030-10-2016
Bid Opening: Thursday, May 12, 2016 @ 4:30 pm

Item No.	Description	Qty	Unit	Meyers Earthwork Inc.		Qualcon Contractors Inc.		*Spiess Construction Co., Inc.	
BASE BID:									
1	Mobilization (GP-105)	1	LS	\$48,000.00	\$48,000.00	\$82,000.00	\$82,000.00		\$0.00
2	SWPPP Submitted by Qualified SWPPP Developer (QSD) (ST-01)	1	LS	\$8,000.00	\$8,000.00	\$26,000.00	\$26,000.00		\$0.00
3	Marking and Lighting of Closed Facilities (ST-02)	1	LS	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00		\$0.00
4	Pavement Removal (P-101)	2,100	SY	\$9.00	\$18,900.00	\$12.00	\$25,200.00		\$0.00
5	Clearing (P-151)	2	Acre	\$9,000.00	\$18,000.00	\$5,000.00	\$10,000.00		\$0.00
6	Clearing and Grubbing (P-151)	1	Acre	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00		\$0.00
7	Unclassified Excavation (P-152)	400	CY	\$78.00	\$31,200.00	\$45.00	\$18,000.00		\$0.00
8	Muck Excavation (P-152)	250.0	CY	\$55.00	\$13,750.00	\$45.00	\$11,250.00		\$0.00
9	Imported Borrow Material (P-152)	325.0	CY	\$93.00	\$30,225.00	\$60.00	\$19,500.00		\$0.00
10	Proofroll Existing Soils	20	HR	\$150.00	\$3,000.00	\$150.00	\$3,000.00		\$0.00
11	Geogrid, Furnished and Placed (ST-03)	250	SY	\$5.00	\$1,250.00	\$10.00	\$2,500.00		\$0.00
12	Scarify and Recompact Six Inches of Subgrade (ST-04)	2,400	SY	\$5.00	\$12,000.00	\$4.00	\$9,600.00		\$0.00
13	Subbase Course (P-154)	275	CY	\$102.00	\$28,050.00	\$70.00	\$19,250.00		\$0.00
14	Crushed Aggregate Base Course (P-209)	400	CY	\$109.00	\$43,600.00	\$110.00	\$44,000.00		\$0.00
15	Bituminous Surface Course (P-401)	425	TONS	\$155.00	\$65,875.00	\$160.00	\$68,000.00		\$0.00
16	Bituminous Prime Coat (P-602)	2	TONS	\$1,200.00	\$2,400.00	\$900.00	\$1,800.00		\$0.00
17	Bituminous Tack Coat (P-603)	1	TONS	\$2,000.00	\$2,000.00	\$500.00	\$500.00		\$0.00
18	Roadway Marking – (ST-05)	175	SF	\$10.00	\$1,750.00	\$15.00	\$2,625.00		\$0.00
19	Reflective Media	5	LB	\$40.00	\$200.00	\$100.00	\$500.00		\$0.00
20	Fence, Class D (4 strand Barbwire, Steel Posts) (F-161)	1,025	LF	\$14.00	\$14,350.00	\$15.00	\$15,375.00		\$0.00
21	Relocate Existing Field Gate (ST-06)	1	EA	\$1,600.00	\$1,600.00	\$1,500.00	\$1,500.00		\$0.00
22	42" x 60" Corrugated Metal Pipe (CMP) (D-701)	60	LF	\$240.00	\$14,400.00	\$300.00	\$18,000.00		\$0.00
23	Caltrans Standard Dwg. D89 "L" Headwall for 42" x 60" CMP (ST-07)	2	EA	\$12,000.00	\$24,000.00	\$7,000.00	\$14,000.00		\$0.00
BIDDER'S GRAND TOTAL:				\$396,550.00		\$407,600.00		* \$453,077.50	

* Spiess Construction Co., Inc. submitted a bid using the original Bid Schedule rather than the revised Bid Schedule per Addendum No. 2; therefore, the bid was determined to be non-responsive.

**AGREEMENT BETWEEN COUNTY OF MONO
AND MEYERS EARTHWORK, INC. FOR
STOCK DRIVE REALIGNMENT PROJECT
AT BRYANT FIELD**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the various construction services of Meyers Earthwork Inc., a California corporation, of Redding, 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. Such services and work shall be subject to the Project Manual (Invitation for Bids, Instructions to Bidders, Proposal Forms, Standard Agreement, Special Provisions, Federal Provisions and Specifications, and Technical Specifications) and Project Plans, all of which comprise the Contract Documents. In the event of a conflict between the Federal Provisions and this agreement, the Federal Provisions shall govern. Requests by the County to the Contractor to perform under this Agreement will be made by the Director of Public Works, or an authorized representative thereof. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. By this Agreement the County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if the County should have some need for such services or work during the term of this Agreement.

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

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

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

2. TERM

The term of this Agreement shall be from August 16, 2016 to December 31, 2017, 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 \$396,550.00, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.
- E. Billing and Payment. Contractor shall submit to the County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at the County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at the County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should the County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, the County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

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

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

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

8. WORKERS' COMPENSATION

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

9. INSURANCE

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

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$2,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$2,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than \$1,000,000.00 per claim or occurrence/ \$2,000,000.00 general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

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

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

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

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

10. STATUS OF CONTRACTOR

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

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

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

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

11. DEFENSE AND INDEMNIFICATION

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

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

12. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these

records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.

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

13. NONDISCRIMINATION

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

14. TERMINATION

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

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

15. ASSIGNMENT

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

16. DEFAULT

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

17. WAIVER OF DEFAULT

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

18. CONFIDENTIALITY

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

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

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

21. SEVERABILITY

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

22. FUNDING LIMITATION

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

23. AMENDMENT

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

24. NOTICE

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

County of Mono:
Public Works Department
Garrett Higerd, Assistant Public Works Director
P.O. Box 457
Bridgeport, CA 93517
ghigerd@mono.ca.gov

Contractor:
Meyers Earthwork Inc.
Jacob Meyers, President
P.O. Box 493730
Redding, CA 96049
jake@meyersearthwork.com

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 _____, 2016.**

COUNTY OF MONO

CONTRACTOR

By: _____
Jeff Walters, Public Works Director

By: _____
Jacob Meyers, President

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security Number: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND MEYERS EARTHWORK INC. FOR
STOCK DRIVE REALIGNMENT PROJECT
AT BRYANT FIELD**

TERM:

FROM: August 16, 2016

TO: December 31, 2017

SCOPE OF WORK:

The contractor shall construct project bid items listed in the Schedule of Fees.

Tasks performed in completing the project shall follow generally-accepted practices for the construction industry and shall meet the minimum requirements and guidelines established by federal, state, and local agencies. Work tasks shall be coordinated with the Mono County Department of Public Works.

Note: This Agreement and Scope of Work includes and is subject to the Project Manual (Invitation for Bids, Instructions to Bidders, Proposal Forms, Standard Agreement, Special Provisions, Federal Provisions and Specifications, and Technical Specifications) and Project Plans, all of which comprise the Contract Documents.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND MEYERS EARTHWORK INC. FOR
STOCK DRIVE REALIGNMENT PROJECT
AT BRYANT FIELD**

TERM:

FROM: August 16, 2016 **TO:** December 31, 2017

SCHEDULE OF FEES:

Item No.	Description	Qty	Unit	Meyers Earthwork Inc.	
BASE BID:					
1	Mobilization (GP-105)	1	LS	\$48,000.00	\$48,000.00
2	SWPPP Submitted by Qualified SWPPP Developer (QSD) (ST-01)	1	LS	\$8,000.00	\$8,000.00
3	Marking and Lighting of Closed Facilities (ST-02)	1	LS	\$6,000.00	\$6,000.00
4	Pavement Removal (P-101)	2,100	SY	\$9.00	\$18,900.00
5	Clearing (P-151)	2	Acre	\$9,000.00	\$18,000.00
6	Clearing and Grubbing (P-151)	1	Acre	\$8,000.00	\$8,000.00
7	Unclassified Excavation (P-152)	400	CY	\$78.00	\$31,200.00
8	Muck Excavation (P-152)	250.0	CY	\$55.00	\$13,750.00
9	Imported Borrow Material (P-152)	325.0	CY	\$93.00	\$30,225.00
10	Proofroll Existing Soils	20	HR	\$150.00	\$3,000.00
11	Geogrid, Furnished and Placed (ST-03)	250	SY	\$5.00	\$1,250.00
12	Scarify and Recompact Six Inches of Subgrade (ST-04)	2,400	SY	\$5.00	\$12,000.00
13	Subbase Course (P-154)	275	CY	\$102.00	\$28,050.00
14	Crushed Aggregate Base Course (P-209)	400	CY	\$109.00	\$43,600.00
15	Bituminous Surface Course (P-401)	425	TONS	\$155.00	\$65,875.00
16	Bituminous Prime Coat (P-602)	2	TONS	\$1,200.00	\$2,400.00
17	Bituminous Tack Coat (P-603)	1	TONS	\$2,000.00	\$2,000.00
18	Roadway Marking – (ST-05)	175	SF	\$10.00	\$1,750.00
19	Reflective Media	5	LB	\$40.00	\$200.00
20	Fence, Class D (4 strand Barbwire, Steel Posts) (F-161)	1,025	LF	\$14.00	\$14,350.00
21	Relocate Existing Field Gate (ST-06)	1	EA	\$1,600.00	\$1,600.00
22	42" x 60" Corrugated Metal Pipe (CMP) (D-701)	60	LF	\$240.00	\$14,400.00

23	Caltrans Standard Dwg. D89 "L" Headwall for 42" x 60" CMP (ST-07)	2	EA	\$12,000.00	\$24,000.00
BIDDER'S GRAND TOTAL:					\$396,550.00

EXHIBIT 2**AGREEMENT BETWEEN COUNTY OF MONO
AND MEYERS EARTHWORK INC. FOR
STOCK DRIVE REALIGNMENT PROJECT
AT BRYANT FIELD****PREVAILING WAGES:****A. Determination.**

The services and work to be provided by Contractor under this Agreement constitute a public work within the meaning of California Labor Code Sections 1720 and 1720.3. Accordingly, and as required by Section 1771 of the California Labor Code, Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work, to all workers employed in the execution of those services and work requested by the County as described in Attachment A of this Agreement that constitute a public work. California Labor Code Section 1771 is incorporated herein by this reference, and a copy of that Section is included at the end of this Exhibit.

B. Prevailing Wage Rate.

The general prevailing rate of per diem wages applicable to each class of worker employed in the execution of those services and work that constitute a public work under this Agreement has been determined by the Director of the California Department of Industrial Relations (hereinafter referred to as "Director"). Copies of the Director's determination are on file at the Mono County Department of Public Works office, 74 North School Street, Bridgeport, California, and are available to any interested party upon request.

C. Apprentices.

Pursuant to Section 1777.5 of the California Labor Code, properly registered apprentices performing services and work that constitute a public work, if any, shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. California Labor Code Section 1777.5 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to Section 1775 of the California Labor Code, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the general rate of per diem wages for the performance of services and work that constitute a public work, as determined by the Director, for the work or craft for which the worker is employed in the performance of services and work provided under this Agreement that constitute a public work, except as provided by subdivision (b) of Section

1775 of the California Labor Code. California Labor Code Section 1775 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

E. Payroll Records.

Pursuant to Section 1776 of the California Labor Code, Contractor, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the performance of the services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement.

F. Inspection of Payroll Records.

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code Section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public. California Labor Code Section 1776 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

G. Posting of Prevailing Wages at Job Site.

Pursuant to California Labor Code Section 1773.2, Contractor shall post at each job site in connection with this Agreement a copy of the Director's determination of the general prevailing rate of per diem wages for each classification of worker required in the execution of those services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work.

H. Hours.

Pursuant to Section 1810 of the California Labor Code, the time of service of any worker employed by Contractor, or by any subcontractor under him, in the performance of services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work, is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week, except as otherwise provided by the California Labor Code.

I. Overtime.

Pursuant to California Labor Code Section 1815, the performance of services and work, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work by employees of Contractor, or employees of any subcontractor under him, in excess of eight hours per calendar day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per calendar day at not less than one and one-half (1½) times the basic rate of pay. California Labor Code Section 1815 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

J. Records of Hours.

Contractor, and any subcontractors under him, shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the performance of the services and work requested by the County that constitute a public work, as described in the Scope of Work (Attachment A) of this Agreement. The record shall be kept open at all reasonable hours to the inspection of the County and to the Division of Labor Standards Enforcement as required by Labor Code Section 1812.

K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code Section 1813, Contractor, and any subcontractors under him, shall, as a penalty to the County, forfeit twenty-five dollars (\$25.00) for each worker employed by the respective contractor or subcontractor in the execution of the services and work requested by the County that constitute a public work, as described in the Scope of Work (Attachment A) of this Agreement, for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code. California Labor Code Section 1813 is incorporated herein by this reference, and a copy of that section is included at the end of this Exhibit.

L. Registration with DIR and Compliance Monitoring.

Under Labor Code section 1725.5, no contractor or subcontractor may be listed in a bid proposal (with limited exceptions stated in Labor Code section 1771.1) or awarded a contract for a public works project unless registered with the Department of Industrial Relations. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

CALIFORNIA LABOR CODE:

Sections 1771, 1775, 1776, 1777.5, 1813, and 1815

§ 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

§ 1775. Penalties for violations

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- (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.
- (2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:
- (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
 - (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
- (B) (i) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
- (ii) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
 - (iii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.
- (C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.
- (D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.
- (E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

- (b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:
- (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - (2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
 - (3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
 - (4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- (c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

§ 1776. Payroll records; retention; noncompliance; penalties; rules and regulations

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and furnished directly to the Labor Commissioner in accordance with subdivision (a) of Section 1771.4, and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection

by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)

(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

§ 1777.5. Employment of apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions

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- (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.
- (b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
- (c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
 - (2) The rules and regulations of the California Apprenticeship Council.
- (d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).
- (e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

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- (f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- (h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
- (i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- (j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- (k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
- (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
 - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
 - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through
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apprenticeship training, either on a statewide basis or on a local basis.

- (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.
- (m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.
- (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
- (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
- (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
- (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

- (n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.
- (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- (p) All decisions of an apprenticeship program under this section are subject to Section 3081.

§ 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

§ 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay.

EXHIBIT 3**AGREEMENT BETWEEN COUNTY OF MONO
AND MEYERS EARTHWORK INC. FOR
STOCK DRIVE REALIGNMENT PROJECT
AT BRYANT FIELD****BOND REQUIREMENTS**

Contractor shall furnish and maintain during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the Public Works Director or his designee after consultation with the County Risk Manager, the following bonds: 1) a labor and materials payment bond in an amount equal to one hundred percent (100%) of the contract price; 2) a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price; and, 3) upon project completion and acceptance by the County, a one-year warranty bond in an amount equal to ten percent (10%) of the contract price. The bonds shall comply with the requirements of California Civil Code Section 9554 and must be issued by an "Admitted Surety Insurer." For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the Mono County Counsel. The Attorney-in-Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the County or fails to furnish reports as to its financial condition as requested by the County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the County and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement. Payment and Performance Bonds are released by the County 35 days from the date of filing of the Notice of Completion. Sample bond forms are included on the following pages.

PERFORMANCE BOND

WHEREAS, the County of Mono, acting by and through the Department of Public Works, has awarded to Meyers Earthwork Inc., hereafter designated as the "Contractor", a contract for the work described as follows:

Stock Drive Realignment Project at Bryant Field

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Mono in the sum of three hundred ninety-six thousand five hundred fifty dollars (\$396,550.00), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Mono, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20__.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____	_____
_____	_____
_____	Contractor
_____	Name of Surety (SEAL)
_____	By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel

PAYMENT BOND
(Sections 9000 et seq., Civil Code)

WHEREAS, The County of Mono, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Meyers Earthwork Inc., hereafter designated as the "Principal", a contract for the work described as follows:

Stock Drive Realignment Project at Bryant Field

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of three hundred ninety-six thousand five hundred fifty dollars (\$396,550.00), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel

**COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS
SAMPLE WARRANTY BOND**

KNOW ALL BY THESE PRESENTS that we, Meyers Earthwork Inc., the Contractor in the contract hereto annexed, as Principal, and, _____ as Surety, are held and firmly bound unto the County of Mono in the sum of _____ (\$_____) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, Sealed, and Dated

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in the contract for the work described herein, or its subcontractor, fails to maintain and remedy in a good workmanlike manner the work of Meyers Earthwork Inc. such that it is free from defects in materials and workmanship for a period of one year commencing on _____ (the "Maintenance Period") and shall indemnify and save harmless the County of Mono, its officers and agents, as stipulated in the contract, said Surety will pay for the same in an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

APPROVED AS TO FORM:

Mono County Counsel

EXHIBIT 4**AGREEMENT BETWEEN COUNTY OF MONO
AND MEYERS EARTHWORK INC. FOR
STOCK DRIVE REALIGNMENT PROJECT
AT BRYANT FIELD****INVOICING, PAYMENT AND RETENTION**

3.E. (1). Invoicing and payment. Contractor shall submit to the County, not more than once per month, a payment request in the form of an itemized statement of all services and work described in the Scope of Work (Attachment A) and Contract Documents, which were done at the County's request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment at the conclusion of the work. All statements submitted in request for payment should identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoices shall be informative and concise regarding work performed during that billing period. If this box is checked, then invoicing shall be made in the format and according to the schedule and payment terms set forth in the Application and Certificate for Payment set forth on the following two pages.

The progress of work shall initially be determined by Contractor, but must then be approved in writing by the County. Additionally, the making of one or more progress payments shall not be construed as approval of the work performed by the Contractor. Should Contractor submit an improper payment request, the County shall, as soon as practicable, return the request to Contractor accompanied by a document setting forth the reasons why the payment request is not proper. Should the County determine the services or work have not been completed or performed as called for in the Scope of Work (Attachment A) and/or the Contract Documents and/or should Contractor submit an improper payment request, then County shall withhold payment of any disputed amount, plus those amounts authorized by Public Contract Code section 7107, until the services and work are satisfactorily completed or performed and/or the payment request is corrected and resubmitted.

Final payment (excluding retention) for work completed by the Completion Date specified in the Notice of Completion, shall be made within 35 days from the date that County records the Notice of Completion.

3.E.(2). Retention. In accordance with Sections 20104.50 and 9203 of the Public Contract Code, County shall retain 5% of each progress payment until the project is completed unless, at any time after 50 percent of the work has been completed, the Board of Supervisors finds that satisfactory progress is being made, in which case County may make any of the remaining progress payments in full for actual work completed. In accordance with Section 22300 of the Public Contract Code, Contractor may substitute securities for any moneys withheld by the County to ensure performance under this Agreement or request the County to make payments of the retention earnings directly to an escrow agent at Contractor's expense.

Retention for work completed by the Completion Date will be released within 60 days of the date the County records the Notice of Completion.

EXHIBIT 5**AGREEMENT BETWEEN COUNTY OF MONO
AND MEYERS EARTHWORK INC. FOR
STOCK DRIVE REALIGNMENT PROJECT
AT BRYANT FIELD****TRENCHING**

1. As required by Labor Code Section 6705, prior to commencing excavation of any trench in excess of five feet in depth, Contractor shall submit for review and approval by the County Engineer, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The Plan shall be at least as effective as the protective system required by Construction Safety Orders issued by the California Division of Occupational Safety and Health.
2. Pursuant to Public Contract Code Section 7104, if Contractor undertakes the digging of a trench or other excavation that extends deeper than four feet below the surface Contractor shall promptly, and before the following conditions are disturbed, notify the Project Manager, in writing, of any:
 - (A) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (B) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
 - (C) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
3. In the event that notice is provided pursuant to paragraph 2 above, the County will promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
4. In the event that a dispute arises between the County and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 16, 2016

Departments: Public Works

TIME REQUIRED 10 minutes (5 minute presentation; 5 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Garrett Higerd

SUBJECT Temporary Road Closure of a Portion of Stock Drive and Court Street for Road Construction

AGENDA DESCRIPTION:

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

Consider and potentially adopt Resolution No. R16-___, "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of a Portion of Stock Drive and Court Street for Road and Culvert Construction".

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

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

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760-924-1802 / ghigerd@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Proposed Resolution

History

Time	Who	Approval
8/10/2016 11:09 AM	County Administrative Office	Yes
8/10/2016 11:15 AM	County Counsel	Yes
8/10/2016 11:20 AM	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: August 16, 2016
To: Honorable Chair and Members of the Board of Supervisors
From: Garrett Higerd, Assistant Public Works Director
Subject: Temporary Road Closure of a Portion of Stock Drive and Court Street for Road Construction

Recommended Action:

Consider and potentially adopt Resolution No. R16-_____, "A Resolution of the Mono County Board of Supervisors Authorizing the Temporary Closure of a Portion of Stock Drive and Court Street for Road and Culvert Construction"

Fiscal Impact:

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

Discussion:

Meyers Earthwork Inc. has provided a preliminary schedule of construction for the Stock Drive Realignment Project. The contractor intends to start construction on August 17, 2016 and continue until approximately September 30, 2016.

A portion of Stock Drive adjacent to Bryant Field and Court Street must be closed to enable safe and efficient completion of the work. Emergency access and access to Bryant Field can be maintained during construction by routing traffic around the project with detours.

Staff recommends that the Board of Supervisors approve the draft resolution attached. The resolution satisfies requirements specified in Section 942.5 of the Streets and Highways Code for such an action.

If you have any questions regarding this item, please contact me at 760.924.1802. I may also be contacted by email at ghigerd@mono.ca.gov.

Respectfully submitted,

Garrett Higerd, P.E.
Assistant Public Works Director

Attachment: Draft Resolution Authorizing Road Closure



RESOLUTION NO. R16-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS AUTHORIZING
THE TEMPORARY CLOSURE OF A PORTION OF STOCK DRIVE AND COURT
STREET FOR ROAD AND CULVERT CONSTRUCTION**

WHEREAS, Meyers Earthwork Inc. has been retained by Mono County to perform the Stock Drive Realignment Project and has submitted an estimated construction schedule; and

WHEREAS, A portion of Stock Drive adjacent to Bryant Field and Court Street must be closed to enable safe and efficient completion of the work; and

WHEREAS, Emergency access and access to Bryant Field can be maintained during construction by routing traffic around the project with detours; and

WHEREAS, in conformance with Section 942.5 of the California Streets and Highways Code, the Board of Supervisors is authorized to temporarily close County highways when necessary during construction, improvement or maintenance operations thereon;

NOW, THEREFORE, THE MONO COUNTY BOARD OF SUPERVISORS FINDS AND RESOLVES AS FOLLOWS:

1. The temporary closure of a portion of Stock Drive adjacent to Bryant Field and Court Street is necessary in order to accommodate road construction activities occurring as part of the Stock Drive Realignment Project; and
2. To accommodate the above activities, Stock Drive east of the entrance to Bryant Field and Court Street shall be closed from August 17, 2016 through and including September 30, 2016, to be extended at the discretion of the Director of Public Works until said activities have been completed.
3. **APPROVED AND ADOPTED** this 16th day of August, 2016, by the following vote of the Board of Supervisors, County of Mono:

AYES :
NOES :
ABSENT :

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ABSTAIN :

Fred Stump, Chairman
Mono County Board of Supervisors

ATTEST:

Approved as to Form:

Bob Musil
Clerk of the Board

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 16, 2016

Departments: Public Works

TIME REQUIRED	10 minutes (5 minute presentation; 5 minute discussion)	PERSONS APPEARING BEFORE THE BOARD	Garrett Higerd
SUBJECT	Airport Engineering Contract Amendment		

AGENDA DESCRIPTION:

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

Amend existing contract with Reinard W. Brandley, consulting airport engineer, to extend contract term to December 31, 2017; adjust scope of work specifically to reflect engineering for the Stock Drive Realignment project; and incorporate other modifications as indicated.

RECOMMENDED ACTION:

1) Approve and authorize County Administrative Officer to execute amendment to existing contract with Reinard W. Brandley, consulting airport engineer, extending contract term through December 31, 2017; updating Mr. Brandley's scope of work; making other modifications as indicated in attached "Agreement and Second Amendment", and including any changes deemed necessary by County Counsel to comply with Federal Aviation Administration ("FAA") guidelines, grant requirements, and applicable law. 2) Authorize Public Works Director to approve minor amendments to said agreement through remainder of term as Public Works Director may deem necessary, provided such amendments do not substantially alter the scope of work or budget and are approved as to form and legality by County Counsel.

FISCAL IMPACT:

Existing contract allows for services not to exceed \$417,500 in total, for work performed on various projects in existing scope of work. Proposed contract amendment is not expected to require any increase in total contract maximum. Services performed under this contract are charged on a time-and-materials basis consistent with the schedule of fees listed in Attachment A1 to the agreement. Ninety percent of most projects are eligible for reimbursement under the FAA Airport Improvement Program. The amount of County match may be further reduced for items eligible for Caltrans match grants. The County's match requirements are paid out of the County Airport Enterprise Fund. Proposed amended scope of work allocates \$91,500 to Stock Drive Realignment Project (with a negotiated reduction to \$90,500, not appearing in the current documents).

CONTACT NAME: Garrett Higerd

PHONE/EMAIL: 760.924.1802 / ghigerd@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Existing Contract
First Contract Amendment
Proposed Second Amendment
Updated Scope of Work
Updated Schedule of Fees
Stock Drive Realignment Fees

History

Time	Who	Approval
8/12/2016 8:07 AM	County Administrative Office	Yes
8/11/2016 5:33 PM	County Counsel	Yes
8/12/2016 6:36 AM	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: August 16, 2016

To: Honorable Chair and Members of the Board of Supervisors

From: Garrett Higerd, Assistant Public Works Director

Re: Stock Drive Project – Airport Engineering Contract Amendment

Recommended Action:

1) Approve and authorize County Administrative Officer to execute amendment to existing contract with Reinard W. Brandley, consulting airport engineer, extending contract term through December 31, 2017; updating Mr. Brandley's scope of work; making other modifications as indicated in attached "Agreement and Second Amendment", and including any changes deemed necessary by County Counsel to comply with Federal Aviation Administration ("FAA") guidelines, grant requirements, and applicable law. 2) Authorize Public Works Director to approve minor amendments to said agreement through remainder of term as Public Works Director may deem necessary, provided such amendments do not substantially alter the scope of work or budget and are approved as to form and legality by County Counsel.

Fiscal Impact:

Existing contract allows for services not to exceed \$417,500 in total, for work performed on various projects in existing scope of work. Proposed contract amendment is not expected to require any increase in total contract maximum. Services performed under this contract are charged on a time-and-materials basis consistent with the schedule of fees listed in Attachment A1 to the agreement. Ninety percent of most projects are eligible for reimbursement under the FAA Airport Improvement Program. The amount of County match may be further reduced for items eligible for Caltrans match grants. The County's match requirements are paid out of the County Airport Enterprise Fund.

Proposed amended scope of work allocates \$91,500 to Stock Drive Realignment Project (with a negotiated reduction to \$90,500, not appearing in the current documents).

Background:

The Stock Drive Realignment Project will realign approximately 575 linear feet of Stock Drive and Court Street adjacent to the southern property boundary of Bryant Field and reconstruct the Court Street/State Highway 182 intersection.

The proposed amendment to the County's contract with its consulting airport engineer, Reinard W. Brandley, contemplates various specific work to be undertaken by Mr. Brandley and his office in connection with the Stock Drive Realignment Project (and would allocate this

work out of the “general engineering” and any other potentially applicable line item(s)). It also extends the term of this agreement by one year, through December 31, 2017.

Because of requirements imposed by the FAA in connection with the County’s acceptance of the FAA grant for the Stock Drive Realignment Project, the proposed amendment will also include, when finalized, updated recommended and/or mandatory federal contract provisions, which will be determined in consultation with County Counsel. The proposed amendment, when finalized, may also include various minor modifications also to be determined in consultation with County Counsel.

Please contact me at 760.924.1802 or by email at ghigerd@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,



Garrett Higerd, PE
Assistant Public Works Director

Attachments: Current Contract
Proposed Contract Amendment
Updated Scope of Work
Updated Schedule of Fees
Stock Drive Realignment Fees

**AGREEMENT BETWEEN THE COUNTY OF MONO AND
REINARD W. BRANDLEY, CONSULTING AIRPORT ENGINEER,
FOR THE PROVISION OF AIRPORT CONSULTING
SERVICES ON AN AS-NEEDED BASIS**

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as “the County”), may from time-to-time have the need for the a services of Reinard W. Brandley, Consulting Airport Engineer, a sole proprietorship in Loomis, California (hereinafter referred to as “Consultant”), 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

Consultant shall furnish to the County, upon its request and acceptance by Consultant, those services and work set forth in the Scope of Work (Attachment A), attached hereto and by reference incorporated herein. Requests by the County to Consultant to perform under this Agreement will be made by the Director of the Mono County Department of Public Works, or an authorized representative thereof. Requests to Consultant for work or services to be performed under this Agreement shall be based upon the County’s need for such services.

The County makes no guarantee or warranty, of any nature, concerning the minimum level or amount of services or work that will be requested of Consultant by the County under this Agreement. The County by this Agreement incurs no obligation or requirement to request from Consultant 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 at the County’s request by Consultant under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those to which reference is made in this Agreement.

2. TERM

The term of this Agreement shall be from December 20, 2011 through December 31, 2016, unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation.

The County shall pay Consultant in accordance with the “Schedule of Fees” (set forth in Attachment A, attached hereto and by reference incorporated herein) for the services and work described in the Scope of Work (set forth in Attachment A) which are performed by Consultant at the County’s request.

B. Travel and Per Diem.

Consultant shall be paid in accordance with the “Schedule of Fees” for reimbursable expenses and per diem which Consultant incurs in providing services and work requested by the County under this Agreement.

C. No Additional Consideration.

Except as expressly provided in this Agreement, Consultant shall not be entitled to, nor receive from the County, any additional consideration, compensation, salary, wages, or other type of remuneration for services or work rendered under this Agreement. Specifically, Consultant 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 Consultant for services and work performed under this Agreement shall exceed \$417,500 (four hundred seventeen thousand and five hundred dollars) (hereinafter referred to as "contract limit"). The County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed which is in excess of the contract limit.

E. Billing and Payment.

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

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE

Upon the issuance of a "Notice to Proceed," Consultant's obligation is to perform, in a timely manner, those services and work identified in the Scope of Work which are requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant, in arranging its own schedule, will coordinate with the County to ensure that all services and work requested by the County under this Agreement will be performed within the time frame set forth by the County in Attachment A.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits which it is reasonably foreseeable will be required by federal, state, County, or municipal governments for Consultant to provide services and work pursuant to this Agreement must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant 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, Consultant's licenses, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Consultant at no expense to the County. Consultant will provide the County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services and work contemplated by this Agreement. If there is a disagreement between Consultant and the County as to what licenses, certificates, and permits are required to perform the services and work contemplated by this Agreement, the County reserves and shall have the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY

A. Personal Property of the County.

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

B. Products of Consultant's Services and Work.

Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, 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 which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant'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, Consultant will convey possession and title to all such properties to the County.

8. FEDERAL PROVISIONS

Some or all of the work to be performed under this contract will be funded by the Federal Aviation Administration Airport Improvement Program and, therefore, this contract and any subcontracts resulting from this contract must comply with required Federal provisions established by various laws and statutes. These Federal provisions are included herein as Attachment B. The Consultant must include these provisions in any subcontracts funded hereunder. Any references to County in Attachment B shall be deemed to reference Mono County. Any reference to Consultant or Subcontractor in Attachment B shall be deemed to reference the Consultant or Subcontractors. Any reference to Bidder in Attachment B shall be deemed to reference the Consultant.

9. WORKERS' COMPENSATION

Consultant shall provide workers' compensation insurance coverage, in the legally required amount, for all Consultant's employees utilized in providing services and work pursuant to this Agreement. By executing a copy of this Agreement, Consultant acknowledges its obligations and responsibilities to its employees under the California Labor Code, and warrants that Consultant has complied and will comply during the term of this Agreement with all provisions of the California Labor Code with regard to its employees. Consultant, at the time of execution of this Agreement, will provide the County with evidence of the required workers' compensation insurance coverage.

10. PUBLIC WORK

A. Determination.

Some of the services and work to be provided by Consultant under this Agreement may constitute a public work within the meaning of California Labor Code Sections 1720 and 1720.3. Accordingly, and as required by Section 1771 of the California Labor Code, Consultant and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work, to all workers employed in the execution of those services and work requested by the County as described in Attachment A of this Agreement that constitute a public work. California Labor Code Section 1771 is incorporated herein by this reference, and a copy of that Section is attached to this Agreement as a part of Attachment C.

B. Prevailing Wage Rate.

The general prevailing rate of per diem wages applicable to each class of worker employed in the execution of those services and work that constitute a public work under this Agreement has been determined by the Director of the California Department of Industrial Relations (hereinafter referred to as "Director"). Copies of the Director's determination are on file at the Mono County Department of Public Works office, 74 North School Street, Bridgeport, California, and are available to any interested party upon request.

C. Apprentices.

Pursuant to Section 1777.5 of the California Labor Code, properly registered apprentices performing services and work that constitute a public work, if any, shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. California Labor Code Section 1777.5 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment C.

D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to Section 1775 of the California Labor Code, Consultant, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the general rate of per diem wages for the performance of services and work that constitute a public work, as determined by the Director, for the work or craft for which the worker is employed in the performance of services and work provided under this Agreement that constitute a public work, except as provided by subdivision (b) of Section 1775 of the California Labor Code. California Labor Code Section 1775 is incorporated herein by this reference, and a copy of that section is attached to this Agreement as a part of Attachment C.

E. Payroll Records.

Pursuant to Section 1776 of the California Labor Code, Consultant, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the performance of the services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement.

F. Inspection of Payroll Records.

Consultant, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code Section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public. California Labor Code Section 1776 is incorporated herein by this reference, and a copy of that section is attached to this Agreement as a part of Attachment C.

G. Posting of Prevailing Wages at Job Site.

Pursuant to California Labor Code Section 1773.2, Consultant shall post at each job site in connection with this Agreement a copy of the Director's determination of the general prevailing rate of per diem wages for each classification of worker required in the execution of those services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work.

H. Hours.

Pursuant to Section 1810 of the California Labor Code, the time of service of any worker employed by Consultant, or by any subcontractors under him, in the performance of services and work requested by the County, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work, is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week, except as otherwise provided by the California Labor Code.

I. Overtime.

Pursuant to California Labor Code Section 1815, the performance of services and work, as described in the Scope of Work (Attachment A) of this Agreement that constitute a public work by employees of Consultant, or employees of any subcontractor under him, in excess of eight hours per calendar day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per calendar day at not less than one and one-half (1½) times the basic rate of pay. California Labor Code Section 1815 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment C.

J. Records of Hours.

Consultant, and any subcontractors under him, shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the performance of the services and work requested by the County that constitute a public work, as described in the Scope of Work (Attachment A) of this Agreement. The record shall be kept open at all reasonable hours to the inspection of the County and to the Division of Labor Standards Enforcement as required by Labor Code Section 1812.

K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code Section 1813, Consultant, and any subcontractors under him, shall, as a penalty to the County, forfeit twenty-five dollars (\$25.00) for each worker employed by the respective Consultant or subcontractor in the execution of the services and work requested by the County that constitute a public work, as described in the Scope of Work (Attachment A) of this Agreement, for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code. California Labor Code Section 1813 is incorporated herein by this reference, and a copy of that section is attached to this contract as a part of Attachment C.

11. INSURANCE

Insurance requirements, which may include but not be limited to minimum coverage levels and type, are subject to change by the County based on the scope of services and work that may be requested.

A. General Liability.

Consultant shall procure, and maintain during the entire term of this Agreement, a policy of general liability insurance which covers all the services and work to be performed by Consultant under this Agreement. Such policy shall have a per occurrence combined single limit coverage of not less than one million dollars (\$1,000,000). Such policy shall not exclude or except from coverage any of the services and work required to be performed by Consultant 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, Consultant shall provide the County: 1) a certificate of insurance documenting evidence of the required coverage; 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 30 days' written notice to the County.

B. Business Vehicle.

Consultant shall procure and maintain in force throughout the duration of this Agreement, a business auto liability insurance policy with minimum coverage levels of one million dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. The coverage shall include all Consultant-owned, non-owned, and hired vehicles employed by the Consultant in the performance of the services and work requested by the County, as described in the Scope of Work (Attachment A). A certificate of insurance shall be provided to the County by Consultant prior to commencing any work under this Agreement. The policy shall maintain a provision prohibiting the cancellation or modification of said policy except upon 30 days' prior written notice to the County.

C. Professional Errors and Omissions Liability Insurance.

Consultant shall provide professional errors and omission liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) policy aggregate. A certificate of insurance shall be provided to the County by Consultant prior to commencing any work under this Agreement. If professional liability coverage is written on a claims-made form: 1) the "retro date" must be shown and must be before the date of this Agreement or prior to commencing services and work requested by the County under this Agreement; 2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of services and work performed under this Agreement; and, 3) if coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a "retro date" that is prior to the date of this Agreement, Consultant must purchase "extended reporting" coverage for a minimum of five years after the completion of services and work performed under this Agreement.

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions shall be declared by Consultant and must be approved by the County prior to Consultant commencing services and work requested by the County under this Agreement. If possible, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the County, its officials, officers, employees, and volunteers, or Consultant shall provide evidence satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

E. Subcontractors.

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein for Consultant.

F. Unemployment, Disability, and Liability Insurance

Consultant shall maintain, if so required by law, unemployment, disability and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Consultant in performing work associated with this Agreement.

12. STATUS OF CONSULTANT

All acts of Consultant, its agents, officers, employees, and subcontractors relating to the performance of this Agreement, shall be performed by independent Consultants, and not as agents, officers, or employees of the County. Consultant, 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. No agent, officer, or employee of the County is to be considered an

employee of Consultant. It is understood by both Consultant and the County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent Consultant:

A. Consultant (unless otherwise specified herein) shall determine the method, details, and means of performing the services and work to be provided by Consultant under this Agreement.

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

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

13. DEFENSE AND INDEMNIFICATION

Consultant shall defend, indemnify, and hold harmless the 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 negligent or wrongful performance of this Agreement by Consultant, or Consultant's agents, officers, employees, or subcontractors. Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Consultant's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any by any negligent or wrongful act or omission of Consultant, its agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Consultant'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 Consultant to procure and maintain a policy of insurance.

14. RECORDS AND AUDIT

A. Records.

Consultant shall prepare and maintain all records required by the various provisions of this Agreement, and federal, state, County, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of three years from the termination or completion of this Agreement. Consultant 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 the County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Consultant, which the 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 Consultant. Further, the County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

15. NON-DISCRIMINATION

During the performance of this Agreement, Consultant, its agents, officers, employees, and subcontractors 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, religion, color, ancestry, national origin, physical handicap, medical condition, marital status, age, sex, or sexual orientation. Consultant and its agents, officers, employees, and subcontractors 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. Consultant 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.

16. ASSIGNMENT

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

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 24 below.

18. CONFIDENTIALITY

Consultant 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 Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such privileged, restricted or confidential information and records. Disclosure of such information or records shall be made by Consultant only with the express written consent of the County.

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two 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, Consultant 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, the County has the option to terminate, reduce, or modify this Agreement, or any of its terms, within 10 days of its notifying Consultant of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement made

pursuant to this provision must comply with the requirements (except the requirement of mutual consent) of paragraph 24 below.

23. VENUE

This Agreement shall be governed under the laws of the State of California and venue for any litigation under this Agreement shall be the County of Mono, State of California.

24. AMENDMENT

This Agreement may be extended, 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.

25. NOTICE

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

County of Mono:
Department of Public Works
Post Office Box 457
Bridgeport, California 93517

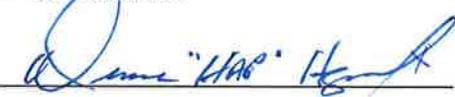
Consultant:
Reinard W. Brandley, Consulting Airport Engineer
6125 King Road, Suite 201
Loomis, California 96560

26. 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 the same be in writing executed by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

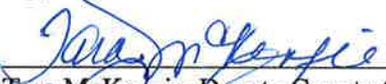
COUNTY OF MONO:

By: 
Name: D. Hap Hazard
Title: Chairman, Board of Supervisors
Date: 12-20-2011

CONSULTANT:

By: 
Name: Reinard W. Brandley
Title: Owner
Firm: Reinard W. Brandley, Consulting Airport Engineer
Date: January 11, 2012
Tax ID: 94-1263809

Approved as to Form:

 12/20/11
Tara McKenzie, Deputy County Counsel Date
 12/21/11
Rita Sherman, Risk Manager Date

ATTACHMENT A

AGREEMENT BETWEEN THE COUNTY OF MONO AND REINARD W. BRANDLEY, CONSULTING AIRPORT ENGINEER, FOR THE PROVISION OF AIRPORT CONSULTING SERVICES ON AN AS-NEEDED BASIS

TERM:

FROM: December 20, 2011

TO: December 31, 2016

SCOPE OF WORK

Consultant shall provide the following airport engineering design services for Mono County airport projects and operations, including FAA, State and County funded projects and FAA approved Airport Capital Improvement Programs (ACIPs):

General Engineering

1. Development of Annual ACIP for Lee Vining Airport and Bryant Field including preparation of necessary applications and documentation required for FAA and the California Aeronautics Division grant funding. Assist in project coordination with the FAA and California Aeronautics Division.	\$8,000
2. Commissioning of Precision Approach Path Indicators at Lee Vining Airport.	\$5,000
3. General airport engineering assistance, which may include, but is not limited to, general airport planning, design and engineering, and consulting support services.	\$37,000
4. Update Airport Layout Plans with narrative, including, but not limited to, attendance at community meetings and presentation to the Mono County Board of Supervisors.	\$110,000
Subtotal	\$160,000

Bryant Field – Reconstruction of Runway 16-34, Taxiway A, Taxiway B, and Lighting

5. Final Design and Bid Assistance: Prepare project final design in consultation with Public Works staff and consistent with FAA and California Aeronautics Division requirements, including, but not limited to, geotechnical studies, pavement evaluation studies, drainage studies, airport planning, design and engineering, working drawings, specifications, cost estimates, bid documents, assistance during the bid process, and contract documents.	\$50,000
6. Detailed topographic surveys as necessary to complete design.	\$7,500
7. Construction Management and Contract Administration: Including, but not limited to, oversight of project construction, testing and inspection, and Engineer's reports.	\$175,000
Subtotal	\$232,500

Lee Vining Airport – Revegetation Project

<p>8. Final Design, Bid Assistance, and Construction Management: Prepare project final design in consultation with Public Works staff and consistent with FAA and California Aeronautic Division requirements, including, but not limited to, geotechnical studies, pavement evaluation studies, drainage studies, airport planning, design and engineering, working drawings, specifications, cost estimates, bid documents, assistance during the bid process, and contract documents. Oversight of project construction, testing and inspection, and Engineer’s reports.</p>	<p>\$25,000</p>
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Subtotal \$25,000

Total \$417,500

Work products and project work shall be completed consistent with generally-accepted practices for the industry.

SCHEDULE OF FEES:

Project expenses shall be billed strictly on a time-and-materials basis in accordance with the scope of work and fee schedule, entitled “Reinard W. Brandley, Consulting Airport Engineer Fee Schedule” (attached hereto as Attachment A1 and by reference incorporated herein), and pursuant to paragraph 3.E. of this Agreement. The attached Fee Schedule shall be effective through the year of 2012. Thereafter amendments to the Fee Schedule may be allowed from time to time upon County’s written approval. Total project budget shall not exceed four hundred seventeen thousand and five hundred dollars (\$417,500) unless otherwise authorized by County in writing prior to Consultant incurring additional expenses. Upon County’s written approval to do so, authorization to proceed and payment shall be made for any additional items or tasks not specified in the above scope of work.

WORK SCHEDULE:

Work tasks shall be made at the request of and coordinated with the Public Works Director or his designee.

**REINARD W. BRANDLEY * CONSULTING AIRPORT ENGINEER
FEE SCHEDULE**

<u>PERSONNEL</u>	<u>Office Work</u>	<u>Construction Monitoring</u>
Project Manager – Reinard W. Brandley	\$225/Hour	\$225/Hour
Design Engineer	\$110/Hour	--
Junior Engineer	\$85/Hour	--
Senior Drafter/CAD Technician	\$90/Hour	--
Junior Drafter/CAD Technician	\$75/Hour	--
Project Administrator	\$75/Hour	--
Clerical	\$60/Hour	--
Testing Technician	\$70/Hour	--
Resident Engineer	\$110/Hour	\$130/Hour
Junior Engineer	\$85/Hour	\$124/Hour
Senior Inspector	\$90/Hour	\$124/Hour
Junior Inspector	\$75/Hour	\$120/Hour

REIMBURSABLE EXPENSES SCHEDULE

Per Diem	\$140/Day	\$140/Day
Vehicle Rental	\$25/Day	\$25/Day
Mileage	\$0.40/Mile	\$0.40/Mile
Laboratory Rental	--	\$200/Month
Survey Equipment Rental	--	\$200/Month
Printing Charges	Cost + 10%	Cost + 10%
Overnight Mail	Cost + 10%	Cost + 10%
Outside Testing Laboratory	Cost + 10%	Cost + 10%

ATTACHMENT B

AGREEMENT BETWEEN THE COUNTY OF MONO AND REINARD W. BRANDLEY, AIRPORT CONSULTING ENGINEER, FOR THE PROVISION OF AIRPORT CONSULTING SERVICES ON AN AS-NEEDED BASIS

TERM:

FROM: December 20, 2011

TO: December 31, 2016

FEDERAL PROVISIONS

A. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONSULTANT CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the County or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the County shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or

procurement as the County or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the County to enter into such litigation to protect the interests of the County and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

B. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Consultant assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport County or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport County or any transferee retains ownership or possession of the property. In the case of Consultants, this provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

C. DISADVANTAGED BUSINESS ENTERPRISES

1. Contract Assurance (§26.13) - The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

2. Prompt Payment (§26.29) - The prime Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **30** days from the receipt of each payment the prime Consultant receives from Mono County. The prime Consultant agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Mono County. This clause applies to both DBE and non-DBE subcontractors.

D. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

1. No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to 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 the making of any Federal grant and the amendment or modification of any Federal grant.

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, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

E. ACCESS TO RECORDS AND REPORTS

The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the County,

the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

F. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

G. RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the County of the Federal grant under which this contract is executed.

H. TRADE RESTRICTION CLAUSE

The Consultant or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

1. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the County cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the County if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances.

The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the County cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to

render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

I. TERMINATION OF CONTRACT

1. The County may, by written notice, terminate this contract in whole or in part at any time, either for the County's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the County.

2. If the termination is for the convenience of the County, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the Consultant's obligations, the County may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant shall be liable to the County for any additional cost occasioned to the County thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the County. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the County provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

J. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

K. TRAFFICKING IN PERSONS

Consultant, Consultant's employees, subrecipients under this award, and subrecipients' employees may not—

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the award.

The Consultant must include these requirements in any subaward made to a private entity. The Consultant further agrees to inform the County immediately of any information received from any source alleging a violation of these prohibitions.

Definitions for purposes of this award term are as follows:

1. “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
- ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

ATTACHMENT C

AGREEMENT BETWEEN THE COUNTY OF MONO AND REINARD W. BRANDLEY, AIRPORT CONSULTING ENGINEER, FOR THE PROVISION OF AIRPORT CONSULTING SERVICES ON AN AS-NEEDED BASIS

TERM:

FROM: December 20, 2011

TO: December 31, 2016

CALIFORNIA LABOR CODE:

Copies of referenced California Labor Code sections (1771, 1775, 1776, 1777.5, 1813, & 1815), presented as Attachment C1, attached hereto and incorporated herein.

ATTACHMENT C1

CALIFORNIA LABOR CODE:

Sections 1771, 1775, 1776, 1777.5, 1813, and 1815

§ 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

§ 1775. Penalties for violations

- (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.
- (2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:
 - (i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
 - (ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

- (B) (i) The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.
 - (ii) The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
 - (iii) The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.
 - (C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.
 - (D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.
 - (E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.
- (b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:
- (1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - (2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
 - (3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.
 - (4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- (c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

§ 1776. Payroll records; retention; noncompliance; penalties; rules and regulations

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- (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- (1) The information contained in the payroll record is true and correct.
 - (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- (b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.
- (c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).
- (d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.
- (e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.
- (f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.
- (g) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose
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behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

- (h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.
- (i) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

§ 1777.5. Employment of apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions

- (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.
- (b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
- (c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
 - (1) The apprenticeship standards and apprentice agreements under which he or she is training.
 - (2) The rules and regulations of the California Apprenticeship Council.
- (d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).
- (e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

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- (f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.
- (g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.
- (h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.
- (i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).
- (j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.
- (k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:
- (1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.
 - (2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.
 - (3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.
 - (4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.
- (l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.
- (m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that

can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

- (2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:
 - (A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.
 - (B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.
 - (C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.
- (3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

- (o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).
- (p) All decisions of an apprenticeship program under this section are subject to Section 3081.

§ 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

§ 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay.

**AGREEMENT AND FIRST AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF MONO AND
REINARD W. BRANDLEY, CONSULTING AIRPORT ENGINEER,
FOR THE PROVISION OF AIRPORT CONSULTING SERVICES
ON AN AS-NEEDED BASIS**

This Agreement and First Amendment is entered into April 27, 2012, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Reinard W. Brandley, Consulting Airport Engineer of Loomis, California, (hereinafter, "Consultant"), for the purposes of amending that certain Agreement between the County and Contractor dated December 20, 2011, providing for airport consulting services on an as-needed basis ("the Agreement"). The County and Consultant are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

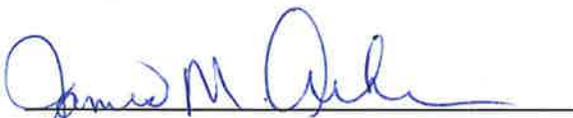
1. The first sentence of Section 3.D. of the Agreement (entitled "Limit Upon Amount Payable Under Agreement") is amended to read:

"The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed \$417,500 (four hundred seventeen thousand and five hundred dollars) (hereinafter referred to as "contract limit")."

2. All other terms and conditions of the Agreement not expressly amended shall remain in full force and effect.

IN WITNESS of the foregoing, the parties have signed this Agreement and First Amendment through their duly-authorized representatives, as set forth below:

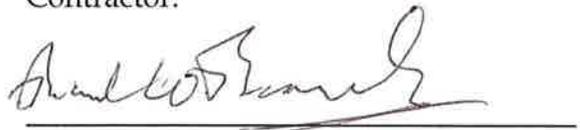
County:



Jim Arkens

County Administrative Officer

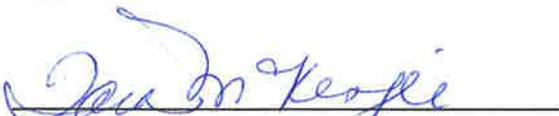
Contractor:



Reinard W. Brandley,

Consulting Airport Engineer

Approved as to Form:



Tara McKenzie, Deputy County Counsel



**AGREEMENT AND SECOND AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF MONO AND
REINARD W. BRANDLEY, CONSULTING AIRPORT ENGINEER,
FOR THE PROVISION OF AIRPORT CONSULTING SERVICES
ON AN AS-NEEDED BASIS**

This Agreement and Second Amendment is entered into on August ____, 2016, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Reinard W. Brandley, Consulting Airport Engineer of Loomis, California, (hereinafter, "Consultant"), for the purposes of amending that certain Agreement between the County and Contractor dated December 20, 2011, providing for airport consulting services on an as-needed basis ("the Agreement"). The County and Consultant are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

1. Section 2 of the Agreement (entitled "Term") is amended to read:

"The term of this Agreement shall be from December 20, 2011 through **December 31, 2017**, unless sooner terminated as provided below."
2. Section 4 of the Agreement (entitled "Work Schedule") is amended to read, in pertinent part, "...Consultant, in arranging its own schedule, will coordinate with the County to ensure that all services and work requested by the County under this Agreement will be performed within a time frame set forth by the County in accordance with Attachment A."
3. Attachment A is amended to reflect a revised Scope of Work. See ATTACHMENT A (AMENDED) attached.
4. Attachment A1 is amended to reflect a current fee schedule. See Attachment A1 attached.
5. Attachment B, "Federal Provisions", is amended to reflect current federal provisions. See Attachment B (Amended) attached.
6. All other terms and conditions of the Agreement not expressly amended shall remain in full force and effect.

\\

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\\

\\

\\

IN WITNESS of the foregoing, the parties have signed this Agreement and First Amendment through their duly-authorized representatives, as set forth below:

County:

Contractor:

Leslie Chapman
County Administrative Officer

Reinard W. Brandley,
Consulting Airport Engineer

Approved as to Form:

Approval / Risk Management:

Mono County Counsel

Mono County Risk Management

ATTACHMENT A (Amended August 2016)

AGREEMENT BETWEEN THE COUNTY OF MONO AND REINARD W. BRANDLEY, CONSULTING AIRPORT ENGINEER, FOR THE PROVISION OF AIRPORT CONSULTING SERVICES ON AN AS-NEEDED BASIS

TERM:
FROM: December 20, 2011
TO: December 31, 2017

SCOPE OF WORK

Consultant shall provide the following airport engineering design services for Mono County airport projects and operations, including FAA, State and County funded projects and FAA approved Airport Capital Improvement Programs (ACIPs):

Work Completed to June 2016

As of June 2016, Consultant provided \$292,974.26 in airport engineering services to Mono County under this contract.	\$292,974.26
Subtotal	\$292,974.26

General Engineering

1. Develop 2017 ACIPs for Lee Vining Airport and Bryant Field including preparation of necessary applications and documentation required for FAA and the California Aeronautics Division grant funding. Assist in project coordination with the FAA and California Aeronautics Division.	\$2,000
2. Complete Airport Layout Plan Updates with narratives for Lee Vining Airport and Bryant Field, including, but not limited to, responding to additional comments from the FAA.	\$10,000
Subtotal	\$12,000

Bryant Field – Stock Drive Realignment Project

3. Provide services as itemized in Table No. 1 “Breakdown of Engineering Fees” attached.	\$90,500
Subtotal	\$90,500

Lee Vining Airport – Holding Apron at Cross T/W at R/W 15

4. If sufficient entitlement funds remain, final engineering design, provide bid assistance and construction management.	\$22,025.74
Subtotal	\$22,025.74

Total \$417,500

Work products and project work shall be completed consistent with generally-accepted practices for the industry.

SCHEDULE OF FEES:

Project expenses shall be billed strictly on a time-and-materials basis in accordance with the scope of work and fee schedule, entitled “Reinard W. Brandley, Schedule of Charges” (attached hereto as Attachment A 1 and by reference incorporated herein), and pursuant to paragraph 3.E. of this Agreement. The attached Fee Schedule shall be effective through the year of **2017**. Total project budget shall not exceed four hundred seventeen thousand and five hundred dollars (\$417,500), including work completed under this Agreement to date, unless otherwise authorized by County in writing prior to Consultant incurring additional expenses. Upon County’s written approval to do so, authorization to proceed and payment shall be made for any additional items or tasks not specified in the above scope of work.

WORK SCHEDULE:

Work tasks shall be made at the request of and coordinated with the Public Works Director or his designee.

ATTACHMENT A1

REINARD W. BRANDLEY SCHEDULE OF CHARGES

Personnel

Reinard W. Brandley	\$250.00/Hour
Senior Engineer/Resident Engineer	\$150.00/Hour
Junior Engineer	\$100.00/Hour
Senior Drafter/Senior Inspector	\$100.00/Hour
Junior Drafter/Junior Inspector	\$90.00/Hour
Testing Technician	\$85.00/Hour
Project Administrator	\$90.00/Hour
Clerical	\$70.00/Hour

Travel and Equipment Rental

Per Diem	\$150/Day
Vehicle Rental	\$30.00/Day + \$0.40/Mile
Laboratory Rental	\$300.00/Month
Survey Equipment Rental	\$200.00/Month

Laboratory Tests

Testing Laboratory Services by Outside Laboratory	Cost + 10%
--	------------

TABLE NO. 1

**BRYANT FIELD
MONO COUNTY, CALIFORNIA**

BREAKDOWN OF ENGINEERING FEES

Realign Stock Drive (30' x 610')

Environmental Studies - Update Cat Ex

Wallace Environmental Consulting		\$ 4,800.00	
Project Manager/Engineer	1 Hr. @ \$250	<u>250.00</u>	
<i>Total Environmental Studies</i>		\$ 5,050.00	
		Use	\$ 5,000.00

Topographic Surveys

BEAR Engineering, Inc.		\$ 7,270.00	
Design Engineer	5 Hrs. @ \$150	<u>750.00</u>	
<i>Total Topographic Surveys</i>		\$ 8,020.00	
		Use	8,000.00

Engineering Design:

Engineering Services up through Preparation of Plans, Specifications, and Reports

Principal Engineer - R. W. Brandley	20 Hrs. @ \$250	\$ 5,000.00	
Design Engineer	108 Hrs. @ \$150	16,200.00	
Project Administrator	18.75 Hrs. @ \$90	1,687.50	
Clerical	26.75 Hrs. @ \$70	1,872.50	
Miscellaneous - Printing, Shipping, etc.		<u>63.54</u>	
<i>Total Engineering Design</i>		\$ 24,823.54	
		Use	25,000.00

Engineering During Bid and Award

Principal Engineer - R. W. Brandley	3 Hrs @ \$250	\$ 750.00	
Design Engineer	9.5 Hrs. @ \$150	1,425.00	
Project Administrator	11 Hrs. @ \$90	990.00	
Clerical	2 Hrs. @ \$70	<u>140.00</u>	
<i>Total Engineering During Bid & Award</i>		\$ 3,305.00	
	Use		3,300.00

Engineering During Construction & Final Project Closeout

Principal Engineer - R. W. Brandley	5 Hrs @ \$250	\$ 1,250.00	
Jim Paulus - Wetlands Delineation & Biological Studies	68 Hrs. @ \$85	5,780.00	
Design/Resident Engineer	10 Hrs. @ \$150	1,500.00	
Senior Drafter	4 Hrs. @ \$90	360.00	
Project Administrator	8 Hrs. @ \$90	720.00	
Mileage	300 Miles @ \$0.40	<u>120.00</u>	
<i>Total Engineering During Construction</i>		\$ 9,730.00	
	Use		9,700.00

Resident Engineering, Testing & Inspection

Resident Engineer	160 Hrs. @ \$150	24,000.00	
Certified ASTM AC Inspector		10,000.00	
Asphalt Mix Design		1,000.00	
Per Diem	20 Days @ \$150	3,000.00	
Mileage	2,000 Miles @ \$0.40	800.00	
Vehicle Rental	25 Days @ \$30	<u>750.00</u>	
<i>Total Resident Engineering</i>		\$ 39,550.00	
	Use		39,500.00

Total Engineering Fees

\$ 90,500.00



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 16, 2016

TIME REQUIRED

SUBJECT Closed Session--Human Resources

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
--

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 16, 2016

TIME REQUIRED

SUBJECT Closed Session - Public Employment
- Public Health Director

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYMENT. Government Code section 54957. Title: Public Health Director.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
7/24/2016 4:34 PM	County Administrative Office	Yes
8/4/2016 7:28 PM	County Counsel	Yes
7/25/2016 10:25 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 16, 2016

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Names of cases: In re: Walker Basin Water Rights litigation: (1) United States of America, *et al.* v. Walker Lake Working Group, *et al* (five cases with this name).; (2) United States of America, *et al.* v. Walker River Irrigation District, *et al.*; (3) United States of America, *et al.* v. United States Board of Water Commissioners, *et al.*; (4) United States of America, *et al.* v. Nevada Department of Wildlife, *et al.* (two cases with this name); (5) United States of America, *et al.* v. Walker River Irrigation District, *et al.* (and all related proceedings and/or sub-proceedings)

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Steve Kerins

PHONE/EMAIL: (760) 924-1712 / skerins@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
--

History

Time

Who

Approval

8/10/2016 11:27 AM	County Administrative Office	Yes
8/11/2016 1:09 PM	County Counsel	Yes
8/10/2016 10:55 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 16, 2016

TIME REQUIRED

SUBJECT Closed Session - Public Employment
- County Engineer

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
8/10/2016 4:54 PM	County Administrative Office	Yes
8/10/2016 2:40 PM	County Counsel	Yes
8/12/2016 6:37 AM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 16, 2016

TIME REQUIRED

SUBJECT Afternoon Session

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

THE AFTERNOON SESSION WILL RECONVENE AT 1:00 P.M.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
No Attachments Available

History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 16, 2016

Departments: Community Development

TIME REQUIRED 2 hours (30 minute presentation; 90 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Wendy Sugimura

SUBJECT Draft Comment Letter on the Inyo National Forest Plan Revision & Draft Environmental Impact Statement

AGENDA DESCRIPTION:

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

Consider Draft Comment Letter on the Inyo National Forest Plan Revision & Draft Environmental Impact Statement

RECOMMENDED ACTION:

1. Discuss draft letter and additional discussion topics, and provide direction and edits.
2. Approve the Chair to sign a final letter that is updated by Board direction, edits, and discussion for submittal by the August 25 deadline.

FISCAL IMPACT:

No direct impacts

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: / wsugimura@mono.ca.gov

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Letter to INF
<input type="checkbox"/> INF Plan Analysis
<input type="checkbox"/> INF Recreation Places

History

Time	Who	Approval
8/12/2016 3:28 AM	County Administrative Office	Yes
8/12/2016 7:40 AM	County Counsel	Yes
8/12/2016 6:37 AM	Finance	Yes

Mono County Community Development Department

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
commdev@mono.ca.gov

Planning Division

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

August 16, 2016

To: The Honorable Mono County Board of Supervisors

From: Wendy Sugimura, Associate Analyst
Scott Burns, Director

Re: Consider Draft Comment Letter on the Inyo National Forest Plan Revision & Draft Environmental Impact Statement

RECOMMENDATIONS

1. Discuss draft letter and additional discussion topics, and provide direction and edits.
2. Approve the Chair to sign a final letter that is updated by Board direction, edits, and discussion for submittal by the August 25 deadline.

FISCAL IMPACT

No direct impacts.

DISCUSSION

The Board of Supervisors discussed and revised an outline of preliminary comments at the August 9 meeting, which has been drafted into a preliminary letter for further review and editing (Attachment #1). Please note the draft letter is still incomplete and contains several "placeholders" where, due to the short turnaround time, additional text has yet to be crafted.

This staff report provides further information from the US Forest Service (USFS), comments from the Planning Commission, and an additional discussion on recreation for the Board to consider in finalizing the letter.

Information from the USFS

At the August 9 meeting, the Board gave direction to request an extension of the comment period. According to US Forest Service (USFS) project lead Leeann Murphy, extension of the comment period is allowable and is determined by the Forest Supervisor.

Ms. Murphy also provided information on the ecological integrity section of the plan, noting that the plan does appear to focus on higher level ecological zones and habitat types. She noted that healthy and resilient habitat types should provide for the needs of species, and therefore this focus of the Draft Plan reduces the need for specific prescriptive measures at the species level. The most helpful comments for the forest would be to identify specific missing conservation or management actions for individual species.

Planning Commission Feedback

The Planning Commission reviewed the comment outline and were verbally updated on additions and changes resulting from the August 9 Board meeting. The following individual comments were made by various Commissioners:

- Concern was raised that we shouldn't try to stop change or keep things the same.
- There was concern about the "paradox" of wilderness. It was noted the wilderness designation is an invitation to increase visitation and results in impacts to the characteristics that made the area special in the first place. The opportunity for solitude was used as an example; some of these places in question are currently excellent opportunities for solitude, and that may be degraded if a wilderness designation is applied and visitation increases. Another concern is that the restrictions imposed by wilderness can cause problems. The example of wilderness up to the June Mountain Ski Area boundary was used, where the designation prohibits ski patrol from utilizing snowmobiles in search and rescue efforts.
- A concern was raised about partnerships and ensuring a professional class of employees is maintained on the forest. Professional employment with agencies such as the USFS provides some of the few living wage jobs with benefits that enable residents to live in and contribute to our local communities, and certain forest jobs are better suited to uniformed employees to command the authority and respect needed to execute the job. Basically, partnerships have an appropriate scale and context, but should not displace employment of the professional service class.
- More emphasis is needed on field employees to interact with and educate the public. Most visitors are willing to comply if they know the rules, and so more effort is needed to educate visitors to ensure responsible recreation. This concern also encompasses the need for more interpretation and enforcement on the forest as well.
- There was concern about whether Recreation Places are needed and/or are properly defined, and the potential abandonment of other areas not included in a Recreation Place.
- A need was expressed to extend recreation opportunities into the shoulder seasons. As an example, campgrounds should be kept open longer, and closure should be dependent on weather conditions rather than a calendar date.

The Board should provide direction to staff about the incorporation of input from the Commissioners into the County's comment letter.

Recreation

Two main issues of concern appear to need further discussion: 1) recreation classes (and the allowed uses) across the landscape, and 2) special management of highly impacted areas or areas with unique needs.

An analysis of recreation classes in the Draft Plan and maps specific to Mono County are provided in Attachment #2. The recommendation is for the Supervisors to discuss the "zoning" of these recreation classes across the landscape and provide specific recommendations for changes, if desired.

The second issue of special management issues should be framed by the Recreation Places already identified in the Draft Plan and excerpted in Attachment #3. The Recreation Places in Mono County include: Benton-Casa Diablo Place, Glass Mountain Place, June Lake Loop-Walker-Parker Place, Mammoth Place, Mammoth Escarpment Place, Mono Basin-Lee Vining Place, Pizona Place, Owens River Headwaters Place, Reds Meadow-Fish Creek Place, and Upper Owens River Place.

Potential areas of comment for the Board include the following:

- Input on the names of Recreation Places and geographic boundaries/descriptions. In “place-based planning,” names and descriptions should resonate and connect with the people to whom they are important.
- Identification of Recreation Places (or smaller areas with these places) that warrant special management due to overcrowding, resource impacts, infrastructure needs, improved education and interpretation, parking management, etc. A potential starting point, and also potentially information that is missing from the Draft Plan, is that certain areas and corridors already have special management designations, most notably where camping is only allowed at developed facilities. It may not be possible to develop and incorporate special management direction for specific areas before the Draft Plan is finalized; however, areas needing special management attention could at least be identified for a future planning effort.

Please contact Wendy Sugimura at 760.924.1814 or wsugimura@mono.ca.gov with any questions.

ATTACHMENTS

1. Draft comment letter on the Inyo National Forest Plan
2. INF Plan Analysis – Sustainable Recreation
3. INF Draft Plan excerpt – Recreation Places



Larry Johnston ~ District One Fred Stump ~ District Two Tim Alpers ~ District Three
Tim Fesko ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5538 • FAX (760) 932-5531
Bob Musil, Clerk of the Board

August 16, 2016

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

Submitted via web-site comment form and email

RE: COMMENTS ON THE INYO NATIONAL FOREST DRAFT PLAN AND ENVIRONMENTAL IMPACT STATEMENT

Dear Mr. Armenta:

The Mono County Board of Supervisors appreciates the opportunity to comment on the proposed Draft Inyo National Forest Plan (Draft Plan) and Draft Environmental Impact Statement (DEIS). As approximately 65% of lands in Mono County are managed by the Inyo National Forest (INF), the well-being of the county and its residents are inextricably connected to and directly affected by forest management.

While we are submitting preliminary comments at this time, Mono County is also requesting an extension of the comment deadline. As a rural, local government with limited resources, sufficient analysis of the diverse issues and potential impacts to the county are difficult to complete within 90 days. Similar to the request by Tuolumne County, **Mono County requests a 45-day extension to October 9, 2016.**

(Placeholder: paragraph about strategic plan, general plan, reliance on rec and tourism, etc., reference attachment of relevant General Plan policies; General Plan citations may be included throughout the letter in the final draft)

Mono County generally supports Alternative B with modifications, which are further detailed in this letter by topic. The County is particularly interested in partnerships and stewardship of the land, and particularly concerned about wildfire risks and management across the landscape.

In addition, Mono County understands the Draft Plan was written within the context of existing and anticipated future funding. While the County recognizes the practical nature of this constraint, we urge the INF to plan for and manage to

the greater vision of the forest. Mono County, as a stakeholder and partner, commits to advocating for funding at the federal level to help ensure success of the Plan.

FIRE MANAGEMENT AND SMOKE

The potential dire impacts of local and regional wildfires to Mono County communities, residents, economy, and general well-being clearly raises fire and smoke management to a high level of concern. Mono County supports the balanced approach to fire management and smoke identified in Alternative B. In particular, the County supports the management of smoke for visual/scenic and health/safety impacts, the focus of fuel reduction treatments around communities and key travel corridors, and the need to mitigate wildfire risk and re-establish the resiliency of fire-adapted systems to avoid catastrophic events. In addition, the County requests the following management direction additions:

- Support of biomass utilization efforts to sustainably utilize woody material and debris resulting from activities associated with reducing catastrophic wildfire risk (including defensible space treatments), improving forest habitat and resilience, treating forest pests, restoring meadow structure and function. Biomass utilization provides some economic return for these restoration activities, increasing the economic viability of the projects and further leveraging limited resources.
- Support collaborative efforts with other federal, state, and local fire districts given fire does not recognize political boundaries, while maintaining jurisdictional and funding responsibilities.

The County is also highly concerned about the ability to manage fuel loading and fire suppression activities in wilderness and other protected areas. Given conditions may be outside the range of natural variation, a more proactive and/or active approach may be needed to ensure the resiliency of these areas in order to prevent the loss of the characteristics and qualities that make them eligible for special protection, as well as preventing spread to more populated landscapes. Providing for mechanized fuel reduction treatments and forest health management, and fire suppression activities, therefore seems warranted in protected areas and should be recognized in the Draft Plan.

ECOLOGICAL INTEGRITY

The County recognizes the complexity of managing for different species with various levels of sensitivity and habitat requirements, and jurisdictional overlap with other agencies that can create complex management layers. In addition, we rely upon the technical expertise of the US Forest Service to understand the ecological detail necessary to craft adequate management direction, standards and guidelines. However, we have heard, and echo, public concern that the Draft Plan appears to focus primarily on descriptions of the structure and function of ecological zones and/or dominant vegetation types, and that more specific standards, guidelines, and management direction may be needed at the species scale.

The DEIS lists the plan components addressing the identified potential threats to at-risk terrestrial wildlife species, aquatic species, and plants in Tables 83, 90 and 99. These plan components appear very broad and are difficult to locate in the DEIS, which could result in inadequate application of protection measures simply because the Draft Plan is fragmented and difficult to use. A clearer relationship in the Draft Plan between specific at-risk species and their associated management direction, more specific plan components for specific species, and cross-referencing DEIS information in the Draft Plan could be helpful.

In addition, the County offers the following general comments:

- Mono County has a specific interest in maintaining healthy and viable populations of at-risk species to reduce the potential for Endangered Species Act (ESA) listings. We rely on the technical expertise of the USFS, and specifically the INF, to ensure management direction is sufficiently robust to retain healthy and viable populations.
- Habitat connectivity for wide-ranging forest species (bear, deer, fisher) and sagebrush obligate species (sage-grouse and other sagebrush dependent species) is analyzed in the DEIS (p. 205-207), however the relationship to plan components and management direction to maintain or improve connectivity should be made clearer.

- Resiliency in the face of climate change is a concern, from at-risk species conservation, to forest health and fire regimes, to water availability and the health of aquatic systems that support our communities and recreational economy. Again, we rely on the technical expertise of the USFS and INF to ensure management direction is sufficiently robust in the context of climate change.
- We appreciate and support the additional focus on the Bi-State Distinct Population Segment of Greater Sage-Grouse, and encourage continued collaboration with the Bi-State partners and management consistency with the Bi-State Action Plan. In this spirit, we urge the INF to solicit additional comments on sage-grouse components from the Bi-State Technical Advisory Committee (TAC).
- Invasive species have increasingly been coming to the attention of the Mono County Board of Supervisors. The Draft Plan appears to address preventing the spread of invasive species, but specific direction and management for treating and eradicating established (whether current or future) invasive species appears to be lacking. Again, we rely on the technical expertise of the USFS and INF to ensure management direction sufficiently addresses removal of invasive species.

SUSTAINABLE RECREATION AND DESIGNATED AREAS

Mono County commends the INF for including partnership language, and would like to highlight Mono County's readiness and willingness to work together and collaborate on sustainable recreation opportunities. **To enable our partnership, we would like to see the creation of a Partnership Coordinator position as soon as possible.**

In addition, Mono County offers the following comments:

- Mono County supports the points offered by the Eastern Sierra Recreation Collaborative/Eastern Sierra Council of Governments (see Attachment #2).
- The Mono County Regional Transportation Plan highlights the Lee Vining Canyon Scenic Byway as an interpretive opportunity. The County would like to see interpretive displays and opportunities provided along this stunning and highly traveled route.
- Film partnerships are important to Mono County's economy, and Draft Plan language should provide for the variety of opportunities that can be anticipated based on past projects.
- To provide further commitment to partnerships, Mono County would like to see measurable objectives included in the Draft Plan (i.e., in Chapter 3, Plan Objectives). Such objectives would also encourage implementation and accountability, and enable the celebration of successes.
- Mono County requests the inclusion of language reflecting the Ski Area Recreational Opportunity Enhancement Act of 2011. "The new directives will help usher in a wider spectrum of developed recreation opportunities that will encourage more people to enjoy the national forests," said US Forest Service Chief Tom Tidwell about these policy guidelines in a 2014 press release. "This change will allow ski areas to offer expanded recreation choices that will benefit local communities and recreationalists." This opportunity is particularly important to the community of June Lake.
- Mono County has heard concerns about the emerging issue of drone use on public land, and it should be addressed in the Draft Plan.
- Concern has been raised over the impacts of recreation (and all management activities) on Native American activities. The Draft Plan should provide language to protect Native American interests from dispersed recreation uses, in particular.

(Placeholder: further direction is expected to result from the 8/16/16 Board discussion.)

WILDERNESS and WILD & SCENIC RIVERS

Mono County generally supports the addition of wilderness areas in the county for a variety of reasons, from increasing opportunities for quiet recreation and solitude, to consistency with the County's "Wild by Nature" slogan, to addressing climate change impacts.

Several key areas are of particular interest to the County, although we have two concerns which need to be addressed. The first concern is the exact location of boundary lines. Final boundaries of any proposed wilderness areas in Mono County should be determined based on public input, particularly about appropriate recreation opportunities, management of other activities such as grazing and fuel reduction treatments, and ecological integrity. Secondly, the County is very concerned about the ability to manage fuel loading and wildfire suppression activities in these areas. Given conditions may be outside the range of natural variation, a more proactive and/or active approach may be needed to ensure the resiliency of these areas in order to prevent the loss of the characteristics and qualities that make them eligible for special protection, as well as preventing spread to more populated landscapes. Providing for mechanized fuel reduction treatments and forest health management, and fire suppression activities, therefore seems warranted in even in protected areas.

Mono County identifies the following areas of interest for wilderness designation consideration; specific boundaries should be identified at a later date as noted above, however general maps of several of these areas are attached¹ to provide a geographic reference: *(Placeholder Note: descriptions of why these areas should be designation wilderness needs to be added)*

- Glass Mountains: A larger area (~34,500 acres) is proposed in Alternative C; the County supports a reduced area for wilderness of ~17,000 acres, similar to the areas submitted by the Sierra Club and Friends of the Inyo (see Attachment #3). The Glass Mountains has an extraordinary array of flora, fauna, and viewsapes that warrant protection, however fire management, grazing, and various recreation uses need to be considered and thus result in the suggested area reduction.
- Excelsior Canyon
- Dexter Canyon
- Horse Meadow
- Ansel Adams Addition

Regardless of the final designation, the County would like to see these areas managed to retain the characteristics and qualities that make them eligible for protection in the first place.

Regarding Wild & Scenic River designations, Mono County supports the segments proposed in the Draft Plan and proposes the addition of waters in the lower reaches of the Mono Basin, including Rush, Parker and Walker creeks. Many of these creeks have been restored over the years, now warrant protection. The Board would like to convey concern, again, that the Wild & Scenic River designation allow for necessary treatments, which may be mechanical, to manage fuel loading and fire suppression activities.

OTHER

Local Communities

Mono County would appreciate language about working with communities to meet service and infrastructure needs for health and safety and community viability purposes. In some cases, forest service lands adjacent to communities are appropriate locations to support community service needs, and recognition of this critical relationship is needed in the Draft Plan.

¹ Maps provided courtesy of the Sierra Club.

The County would also like to see language addressing increased education and enforcement in areas near communities. Illegal or inappropriate activities in nearby forest lands have the potential to significantly impact local communities; a very clear example being an illegal campfire that burns out of control and becomes a wildfire threatening a nearby community.

Energy

Mono County would like to see standards and guidelines for potential energy corridors, including requirements for compatibility with scenic integrity objectives and ecological integrity within the limits of other laws. The Conservation-Open Space Element of the Mono County General Plan specifically opposes commercial-scale energy generation with adverse impacts on public lands, as follows:²

Policy 11.A.3. Oppose commercial-scale (e.g., >3MW) solar and wind energy projects in Mono County on non-county public lands to protect visual, recreational, and wildlife habitat and biological resources, and the noise environment, and ensure projects on private lands protect these resources.

Action 11.A.3.a. Where pre-empted by state law or other jurisdictional authority, work with applicable agencies to avoid, minimize, and mitigate impacts to the environmental, visual, recreational, wildlife habitat and noise environment within the county.

Action 11.A.3.b. Ensure (or for non-county public lands advocate) for no adverse project impacts to the visual, recreational, and noise environment in Mono County.

Action 11.A.3.b. Ensure (or for non-county public lands advocate) for no adverse project impacts to biological resources and wildlife habitat in Mono County, including sage grouse habitat and wind energy development impacts to migratory birds.

Appendix B: Proposed and Possible Actions

Appendix B of the Draft Plan contains a level of detail that more directly affects stakeholders and local communities, but these can be modified at an administrative level. Mono County requests that the INF conduct outreach with local communities prior to any changes, and as needed when these actions affect local communities as applied to specific projects.

Landownership Adjustments

In 2010-2012, the INF participated with Mono County in an interagency planning effort called the "Eastern Sierra Landownership Adjustment Project" (formerly referenced as the Land Tenure project, and currently an appendix to the 2015 General Plan).³ A policy recommendation in the final document for the INF reads as follows:

4.2.1 General LRMP Recommendations: Add a policy to the Land and Resource Management Plan (LRMP) committing to early engagement of the communities in landownership adjustment efforts. The communities are very concerned about being informed and able to provide input to influence the process. (p. 68)

The County would appreciate incorporation of this language, both to accommodate community concern and validate the interagency cooperation of the planning effort.

CONCLUSION

² The Conservation-Open Space Element of the Mono County General Plan is available at http://monocounty.ca.gov/sites/default/files/fileattachments/planning_division/page/812/conservation-os_final_12.08.15.pdf.

³ The Eastern Sierra Landownership Adjustment Project Final Report (January 2012) is available at http://monocounty.ca.gov/sites/default/files/fileattachments/planning_division/page/812/landownership_adjustment_project_final.pdf.

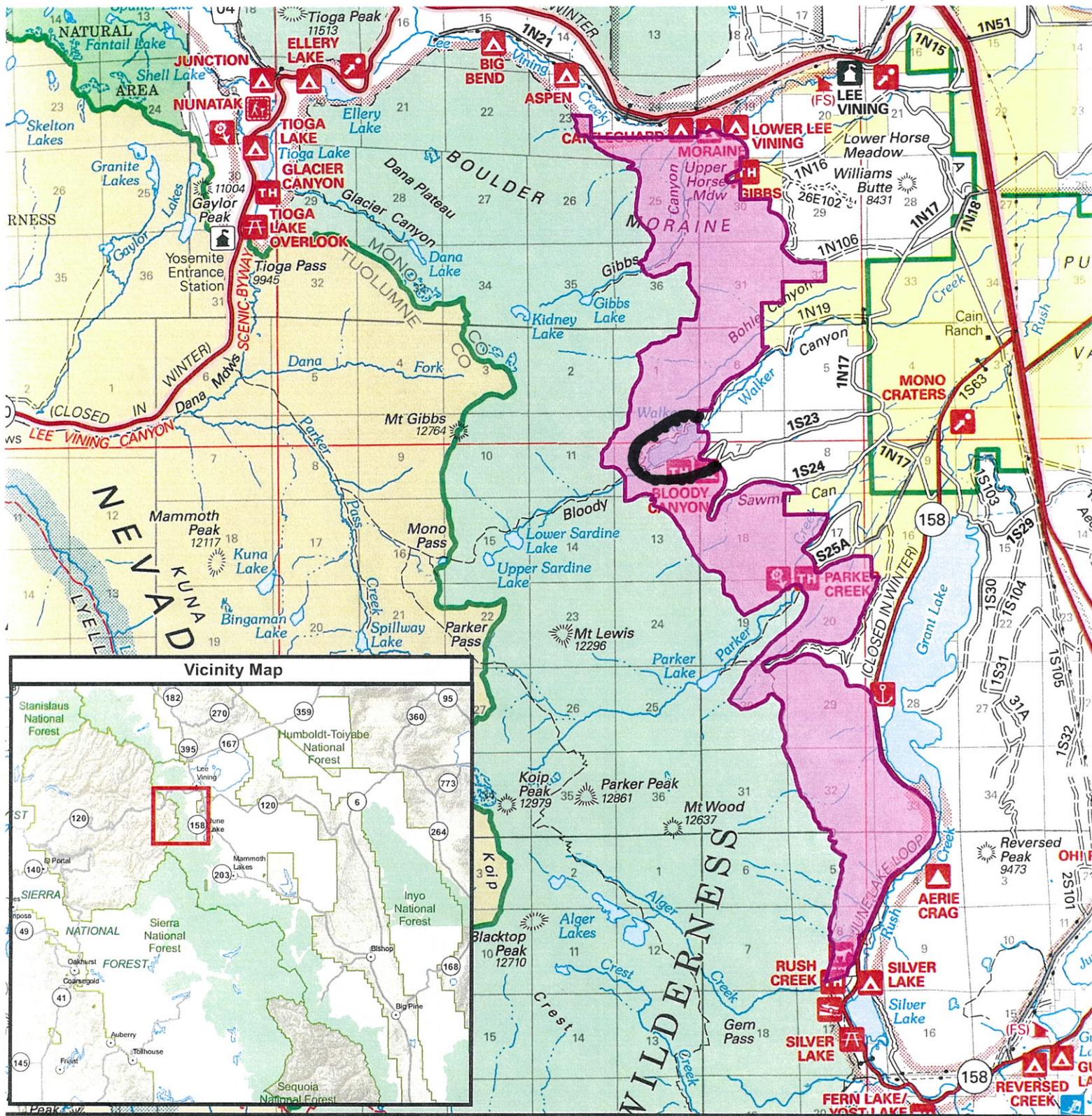
Mono County appreciates the complexity of the Draft Plan and the effort it has taken to reach this point. We appreciate the outreach the INF has conducted by hosting workshops and attending meetings in Mono County, and look forward to continued cooperation and increased partnerships in support of Forest Plan success.

If you have any questions regarding these comments, please contact Wendy Sugimura in the Community Development Department at 760.924.1814 or wsugimura@mono.ca.gov.

Sincerely,

Fred Stump
Chair

DRAFT



This map is designed for Forest Service planning purposes only. It only represents areas being analyzed and does not convey future recommendations. It does not contain sufficient detail for legal purposes.

References

Data acquired from a variety of sources of differing accuracy, precision and reliability. Features represented by these data may not represent accurate geographic locations.

Disclaimer

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- Area analyzed that may be suitable for inclusion in the National Wilderness Preservation System
- USFS Designated Wilderness
- USFS Lands
- Non-USFS Lands
- BLM Designated Wilderness

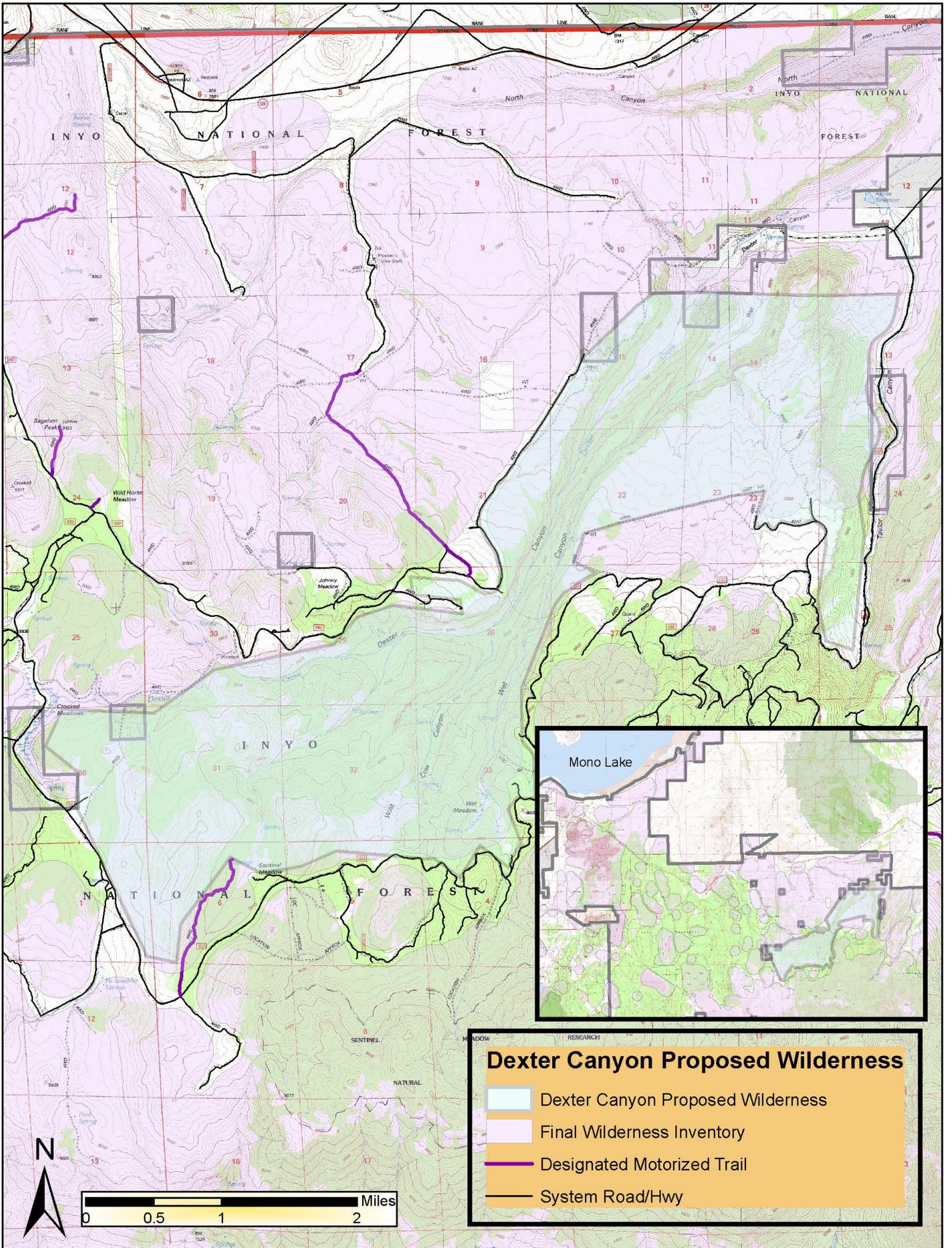
Map Creation Date - 5/13/2016
Pacific Southwest Region - Information Management

Ansel Adams Wilderness Addition - Northeast
Derived from Evaluation Polygon 1179

Draft Environmental Impact Statement for Revision of the Inyo, Sequoia, and Sierra National Forest Land Management Plans

Approximately 7,212 Acres
Township 1 North - 2 South, Range 25-26 East
Mount Diablo Meridian, Mono County, CA

USDA Forest Service - Pacific Southwest Region
Inyo National Forest



INYO

NATIONAL FOREST

INYO NATIONAL FOREST

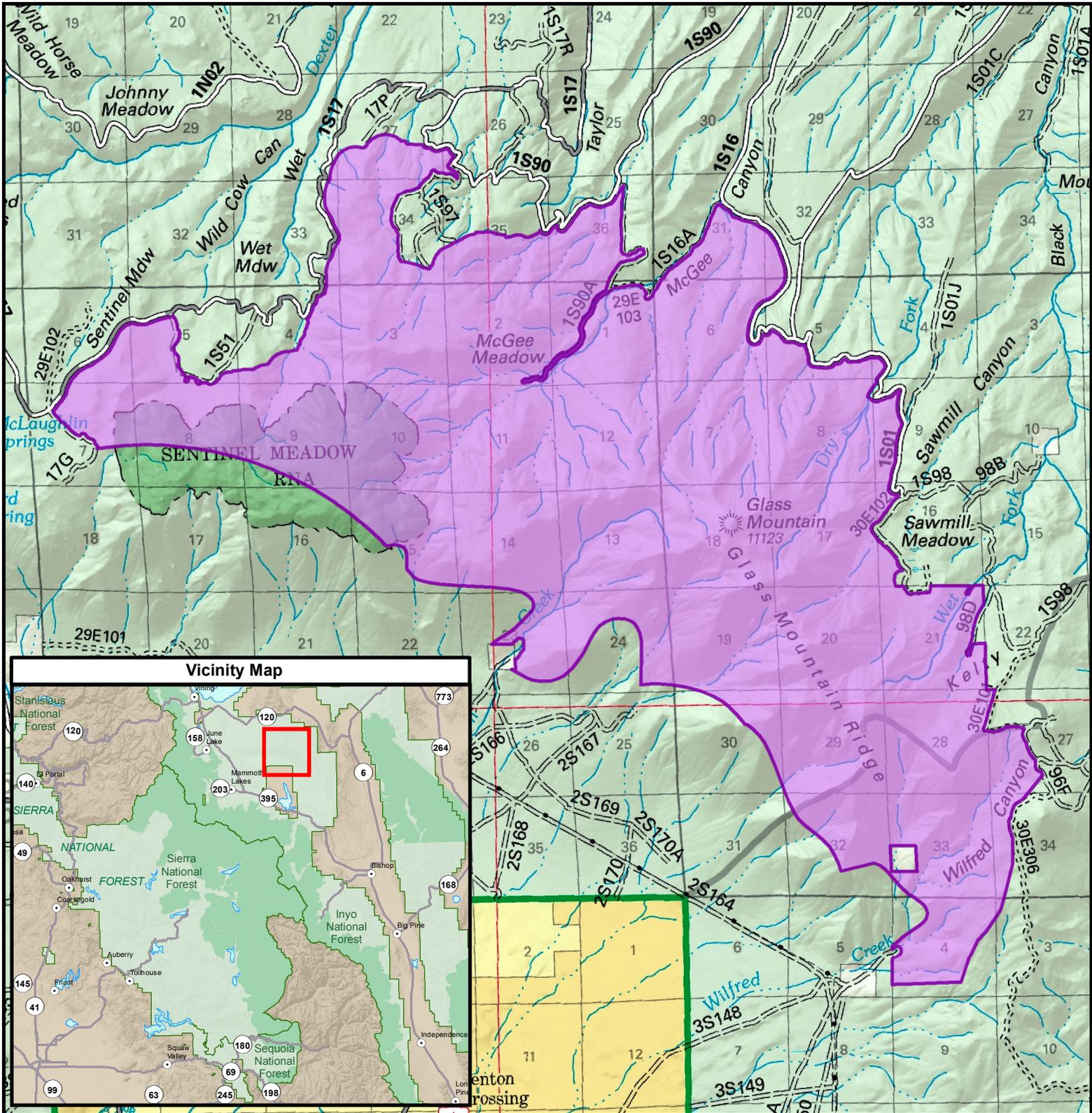
INYO

NATIONAL FOREST

Mono Lake

N

Miles



References

Data acquired from a variety of sources of differing accuracy, precision and reliability. Features represented by these data may not represent accurate geographic locations.

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-  Potential Recommended Wilderness Boundary
-  National Forest Land Within Potential Recommended Wilderness Boundary
-  National Forest Designated Wilderness
-  National Forest System Lands
-  Non-National Forest Lands

Map Creation Date - 01/12/2016
Pacific Southwest Region - Information Management

Glass Mountains Potential Recommended Wilderness Addition

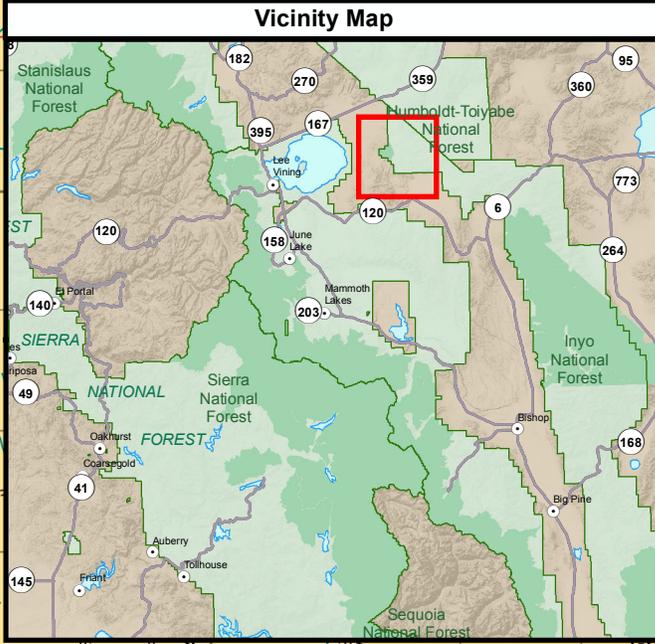
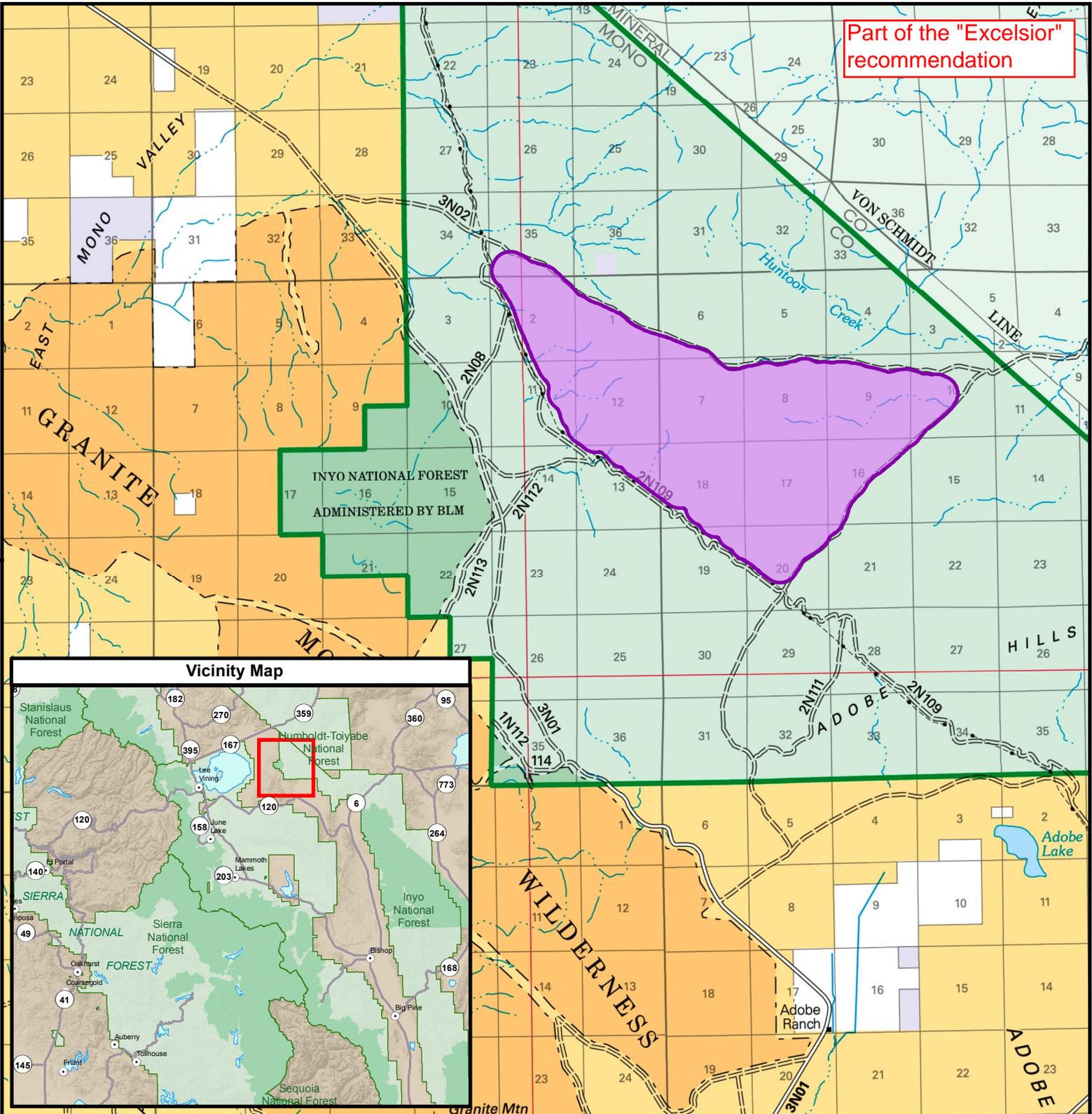
Draft Environmental Impact Statement for Revision of the Inyo, Sequoia, and Sierra National Forests Land and Resource Management Plans

Approximately 17,433 Acres
Township 1-3 South, Range 29-30 East
Mount Diablo Meridian, Mono County, CA

USDA Forest Service - Pacific Southwest Region
Inyo National Forest

Copies of this map are available for public inspection in the Office of the Regional Forester, Pacific Southwest Region, Vallejo, CA

Part of the "Excelsior" recommendation



This map is designed for Forest Service planning purposes only. It only represents areas being analyzed and does not convey future recommendations. It does not contain sufficient detail for legal purposes.

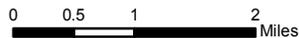
References

Data acquired from a variety of sources of differing accuracy, precision and reliability. Features represented by these data may not represent accurate geographic locations.

Disclaimer

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-  Area analyzed that may be suitable for inclusion in the National Wilderness Preservation System
-  USFS Designated Wilderness
-  USFS Lands
-  Non-USFS Lands
-  BLM Designated Wilderness



South Huntoon Creek

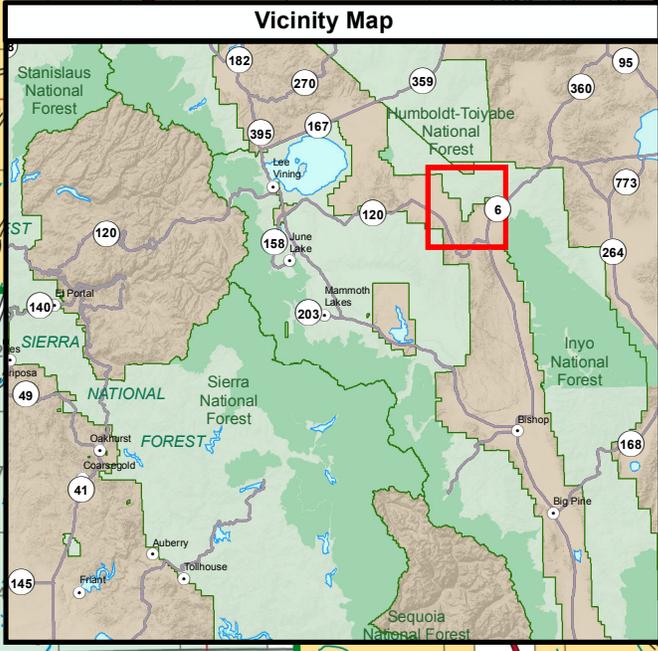
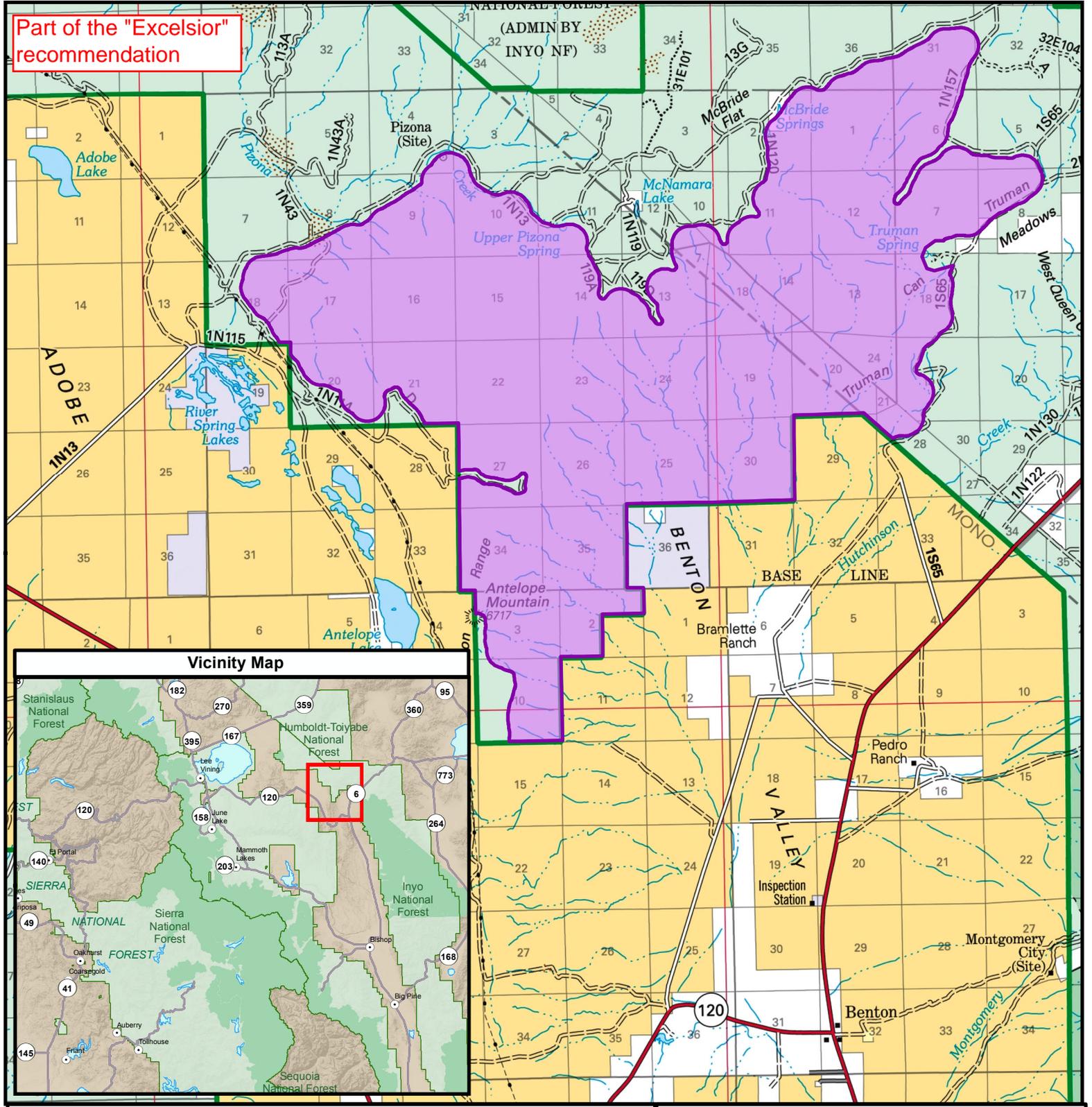
Derived from Evaluation Polygon 1357

Draft Environmental Impact Statement for Revision of the Inyo, Sequoia, and Sierra National Forest Land Management Plans

Approximately 5,805 Acres
Township 2-3 North, Range 29-30 East
Mount Diablo Meridian, Mono County, CA

USDA Forest Service - Pacific Southwest Region
Inyo National Forest

Part of the "Excelsior" recommendation



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References
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- Area analyzed that may be suitable for inclusion in the National Wilderness Preservation System
- USFS Designated Wilderness
- USFS Lands
- Non-USFS Lands



Pizona-Truman Meadows

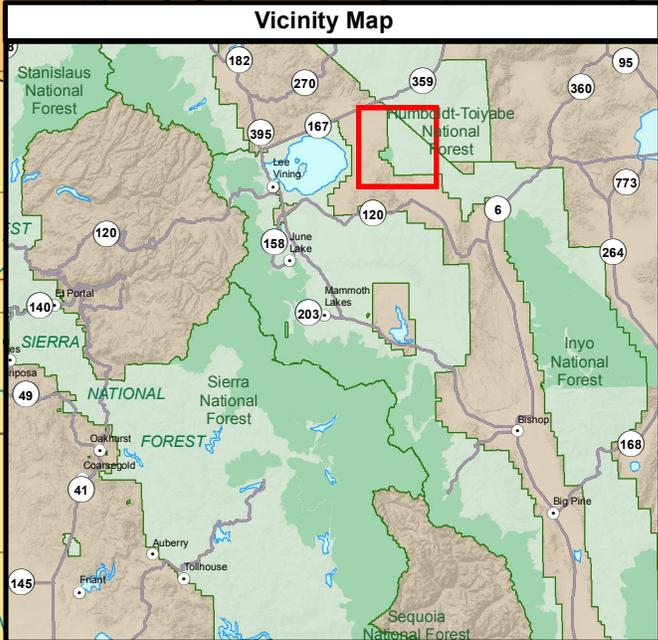
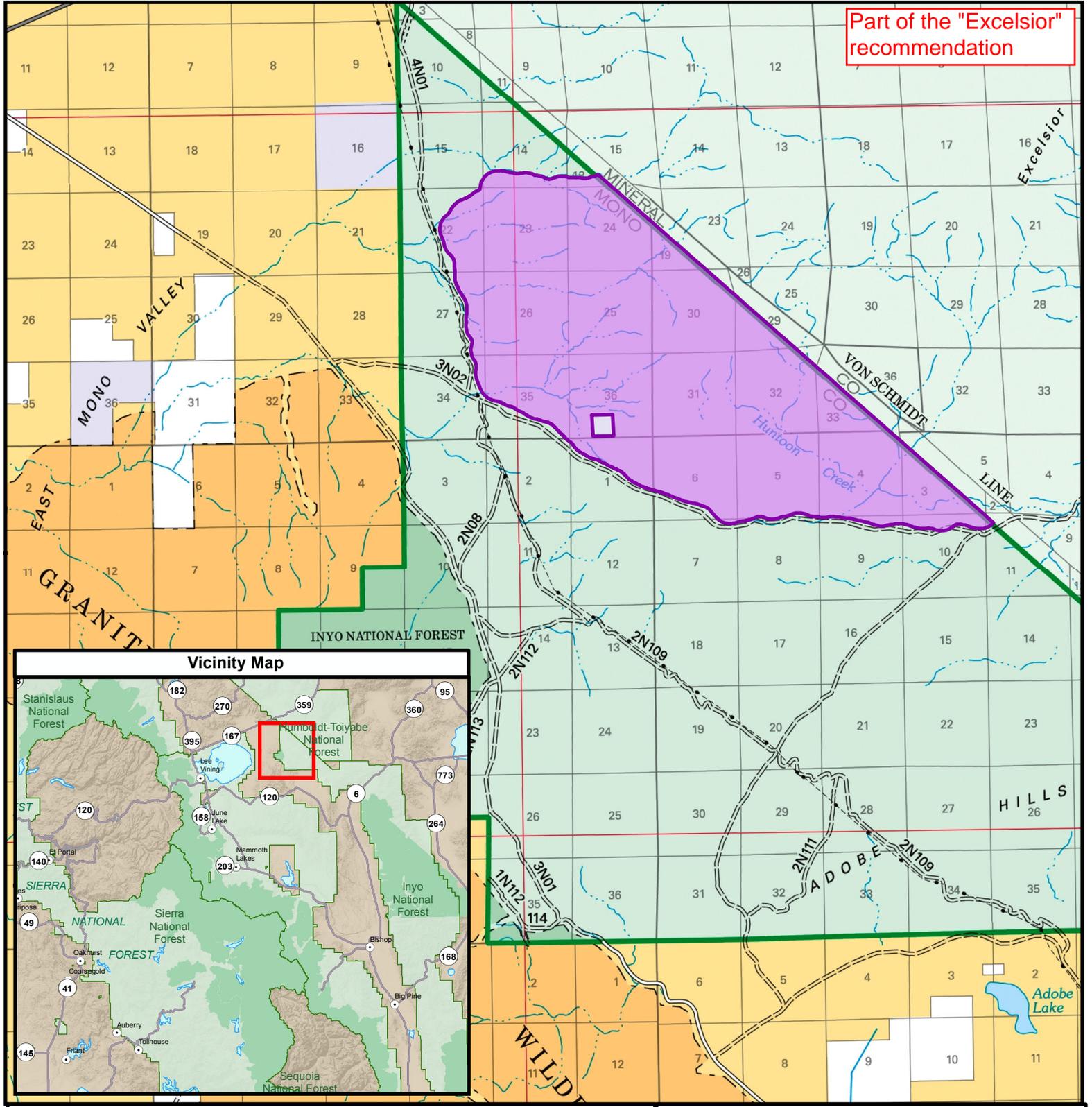
Derived from Evaluation Polygon 1339

Draft Environmental Impact Statement for Revision of the Inyo, Sequoia, and Sierra National Forest Land Management Plans

Approximately 19,762 Acres
Township 1-2 North, Range 31-32 East
Mount Diablo Meridian, Mono/Mineral Counties, CA/NV

USDA Forest Service - Pacific Southwest Region
Inyo National Forest

Part of the "Excelsior" recommendation



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References

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- Area analyzed that may be suitable for inclusion in the National Wilderness Preservation System
- USFS Designated Wilderness
- USFS Lands
- Non-USFS Lands
- BLM Designated Wilderness



Huntoon Creek

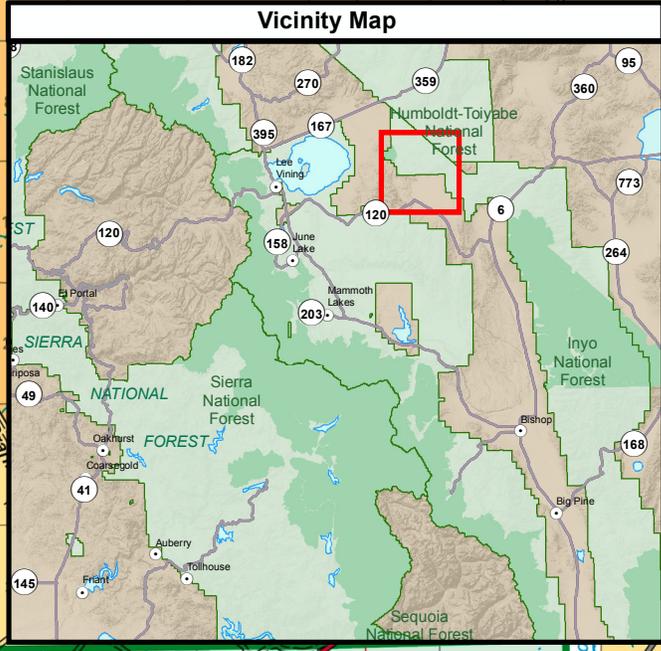
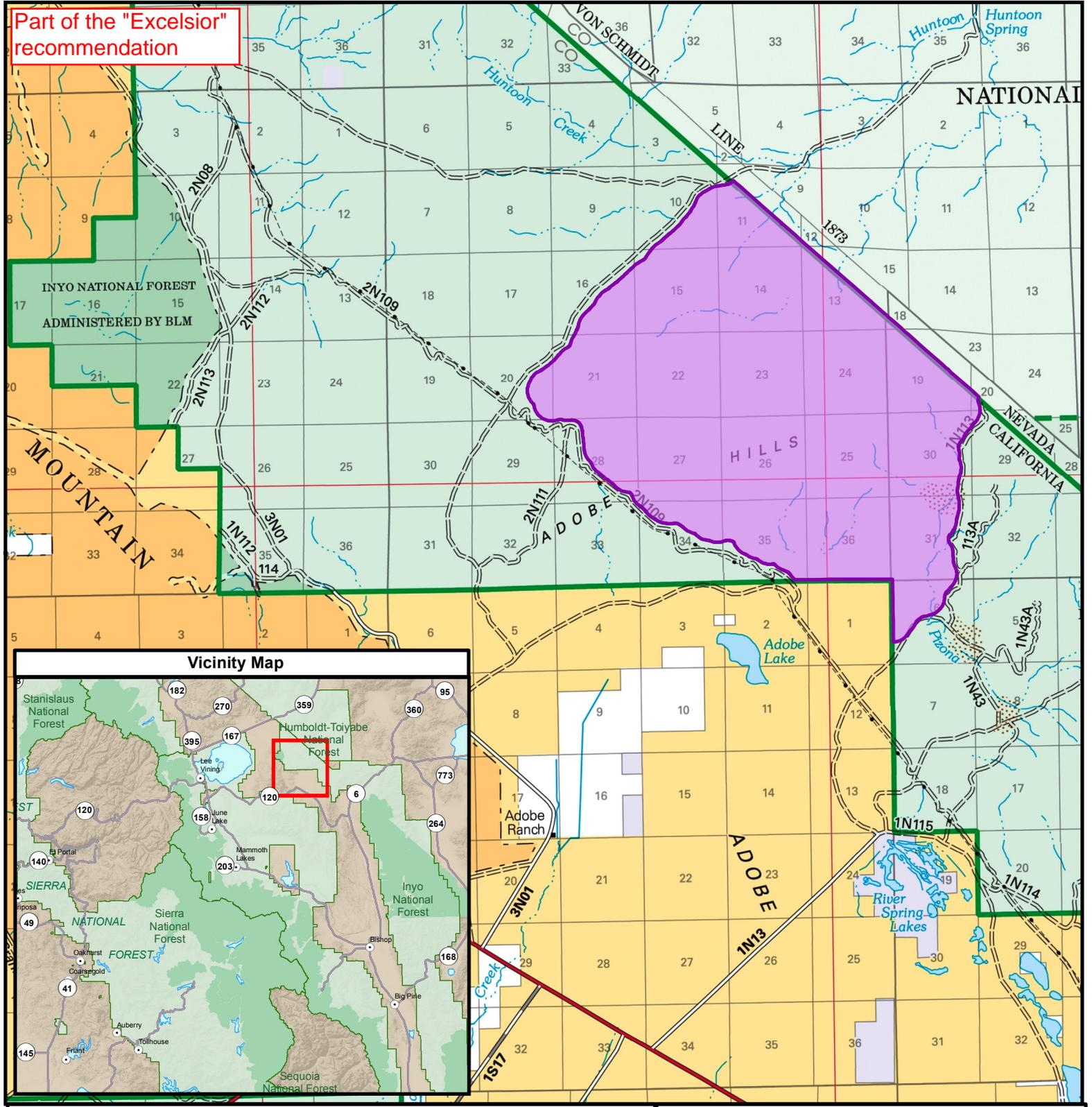
Derived from Evaluation Polygon 1361

Draft Environmental Impact Statement for Revision of the Inyo, Sequoia, and Sierra National Forest Land Management Plans

Approximately 8,855 Acres
Township 2-3 North, Range 29-30 East
Mount Diablo Meridian, Mono County, CA

USDA Forest Service - Pacific Southwest Region
Inyo National Forest

Part of the "Excelsior" recommendation



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- Area analyzed that may be suitable for inclusion in the National Wilderness Preservation System
- USFS Designated Wilderness
- USFS Lands
- Non-USFS Lands
- BLM Designated Wilderness



<p>Adobe Hills</p> <p>Derived from Evaluation Polygon 1355</p>
<p>Draft Environmental Impact Statement for Revision of the Inyo, Sequoia, and Sierra National Forest Land Management Plans</p>
<p>Approximately 10,297 Acres Township 1-2 North, Range 30-31 East Mount Diablo Meridian, Mono County, CA</p>
<p>USDA Forest Service - Pacific Southwest Region Inyo National Forest</p>

INF Plan Analysis - Sustainable Recreation

August 16, 2016

The draft Inyo National Forest Plan (Draft Plan) defines five main recreation activity classes, and applies those classes to blocks of land. In theory, it appears similar to land use zoning. The data and analysis below provide a numerical analysis of the different alternatives, and maps specific to Mono County are attached.

DATA:

Recreation Activity Class	Alternative A	Alternative B	Alternative C	Alternative D
Primitive and semi-primitive nonmotorized	65%	66%	72%	66%
Semi-primitive motorized, roaded natural, roaded modified	31%	32%	27%	32%
Rural	NA	1%	1%	1%

*Data source: DEIS, Table 13, p. 52.

Note: the percentages of activity classes in Alt B and Alt D are the same, but the classes are distributed differently across the land.

Activity classification definitions (see DEIS p. 463):

- Primitive (P) – An unmodified natural environment with very high probability of experiencing solitude. Motorized use within the area is generally not permitted.
- Semi-primitive nonmotorized (SPNM) – A predominantly natural or natural-appearing environment with high probability of experiencing solitude. Motorized use is generally not permitted.
- Semi-primitive motorized (SPPM) – A predominantly natural or natural-appearing environment with moderate probability of experiencing solitude. Motorized use is generally permitted.
- Roaded Natural (RN) – A predominantly natural-appearing environment with moderate evidence of the sights and sounds of other humans. Motorized use is provided for in construction standards and design of facilities.
 - Roaded Modified (subclass of roaded natural, only in the INF) – A substantially modified natural environment except for campsites. Motorized use is provided for in construction standards and design of facilities.
- Rural (R) – A substantially modified natural environment. Sights and sounds of people are readily evident, and the interaction between users is often moderate to high.

Trails:

- 1,612 miles of designation trails on the Inyo (the numbers below equal more than the total because multiple uses are allowed on some trails) (data from DEIS p. 470):
 - 999 miles are standard nonmotorized trails
 - 48 miles are over-snow nonmotorized trails
 - 475 miles allow bicycle use
 - 340 miles of motorized trails (primarily a subset of bicycle trails)

- 86 miles of snow motorized trails

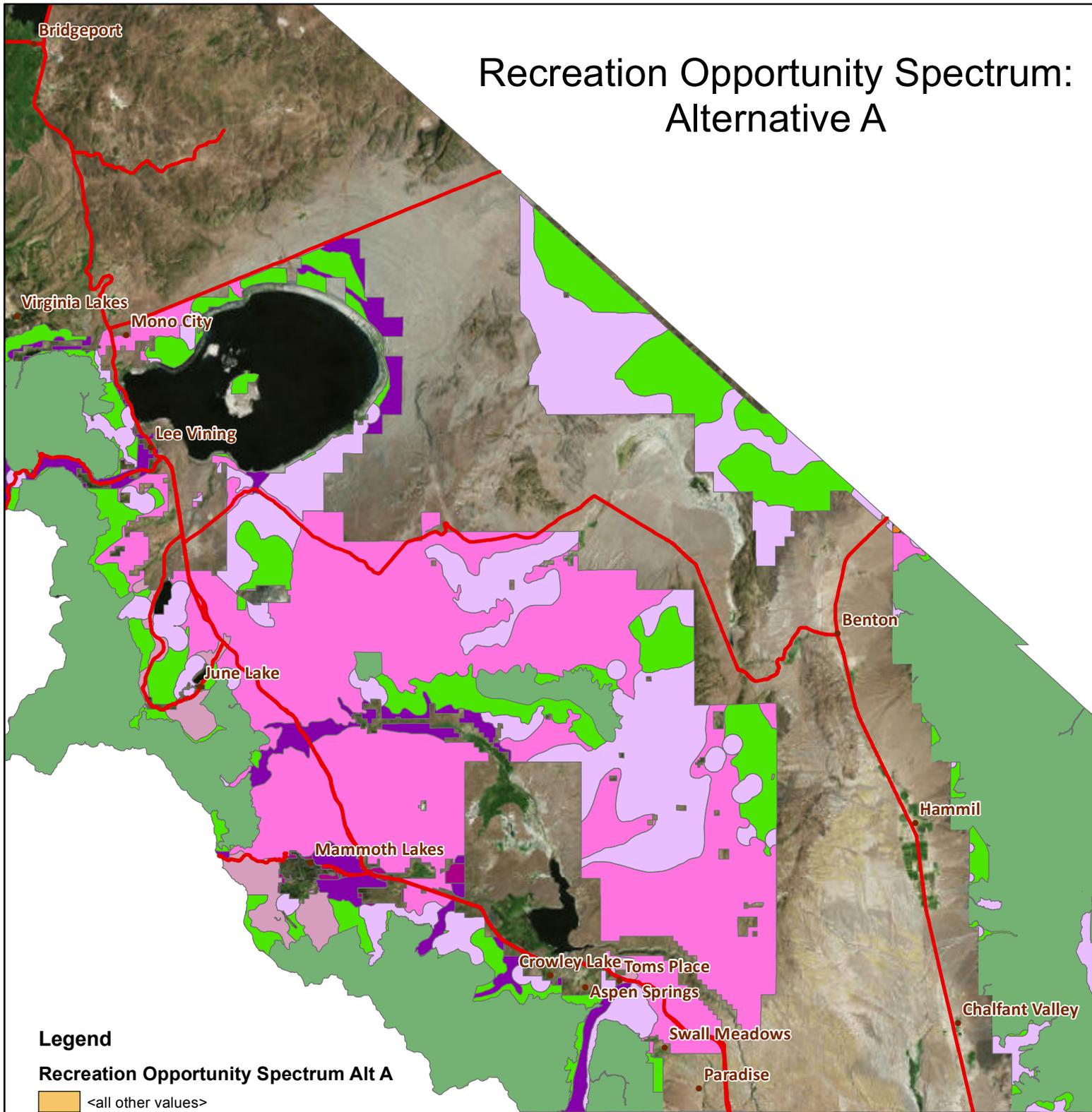
ANALYSIS:

- The differences between the alternatives in terms of percent of land allocated to different recreation classes is minor.
- The key is the “zoning” of the classes across the landscape: for each recreation class, are the activities compatible with surrounding uses/communities, natural resource issues, the landscape, etc.?
- Compared to the Sequoia and Sierra National Forests, the Inyo has substantially more land designated for nonmotorized activities across all the alternatives (especially B and D).

RECOMMENDATION:

Discuss the “zoning” of recreation classes across the landscape and provide specific recommendations for changes, if desired.

Recreation Opportunity Spectrum: Alternative A



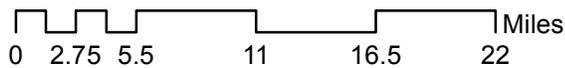
Legend

Recreation Opportunity Spectrum Alt A

<all other values>

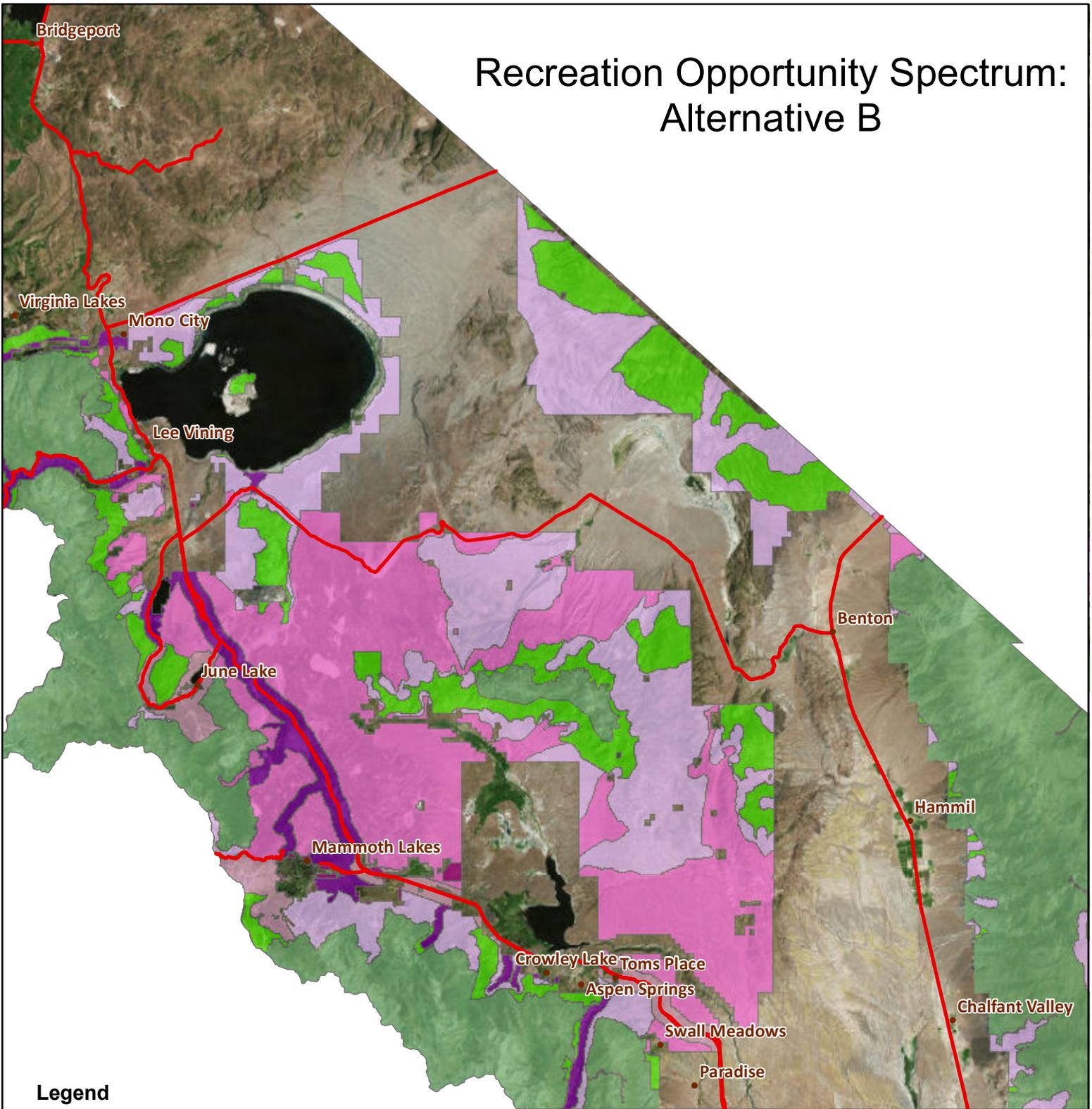
ROS_CODE

- N/A
- NE
- OFB
- Primitive (P)
- Rural (R)
- Road Modified (RM)
- Road Natural (RN)
- Semi Primitive Motorized (SPM)
- Semi Primitive Non-Motorized (SPNM)



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Recreation Opportunity Spectrum: Alternative B



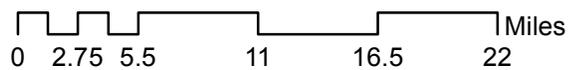
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Recreation Opportunity Spectrum Alt B

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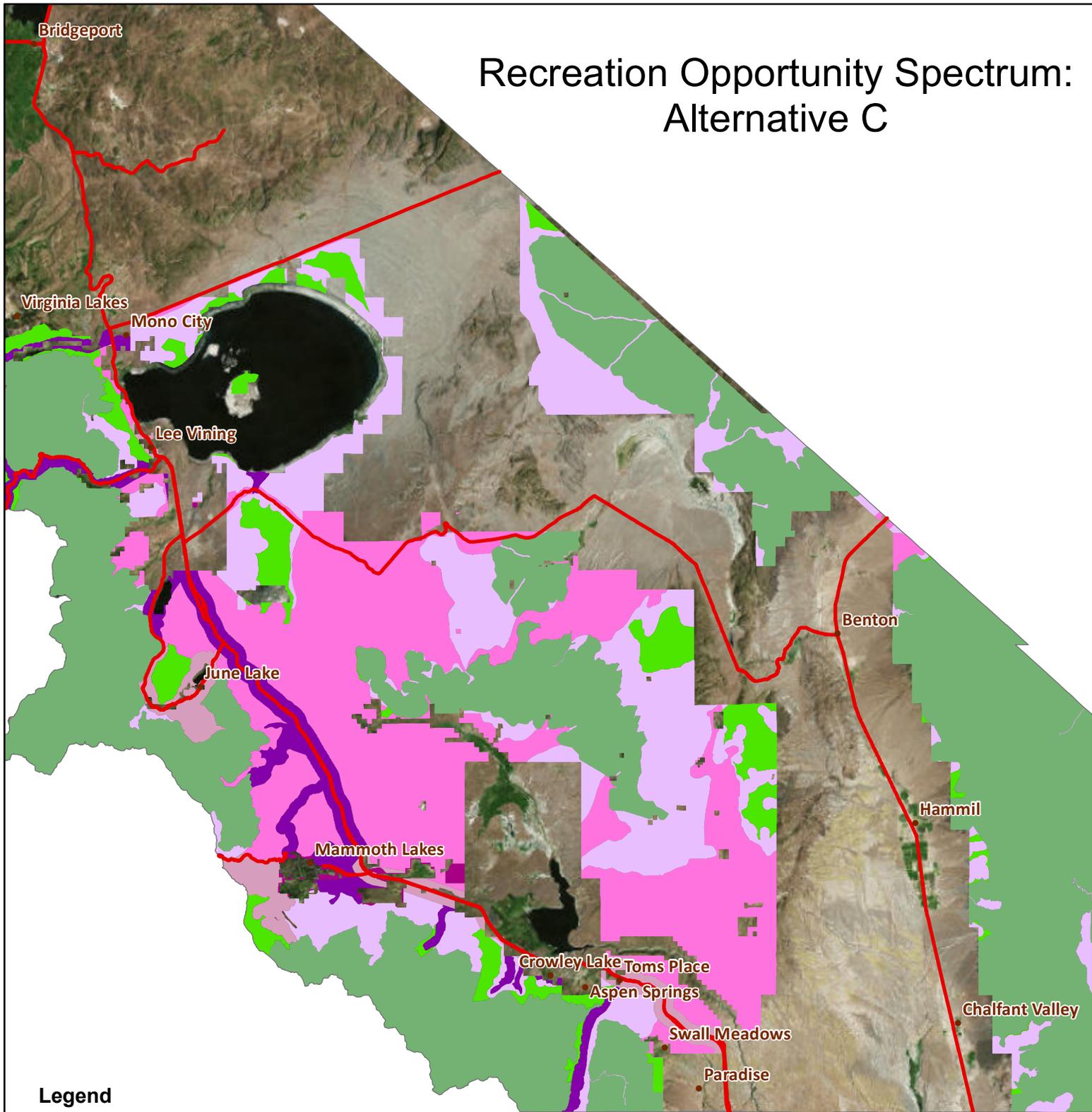
ROS_CODE

- OFB
- Primitive (P)
- Rural (R)
- Road Modified (RM)
- Road Natural (RN)
- Semi Primitive Motorized (SPM)
- Semi Primitive Non Motorized (SPNM)



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Recreation Opportunity Spectrum: Alternative C



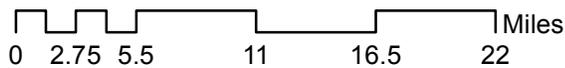
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RecreationOpportunitySpectrum_AltC

<all other values>

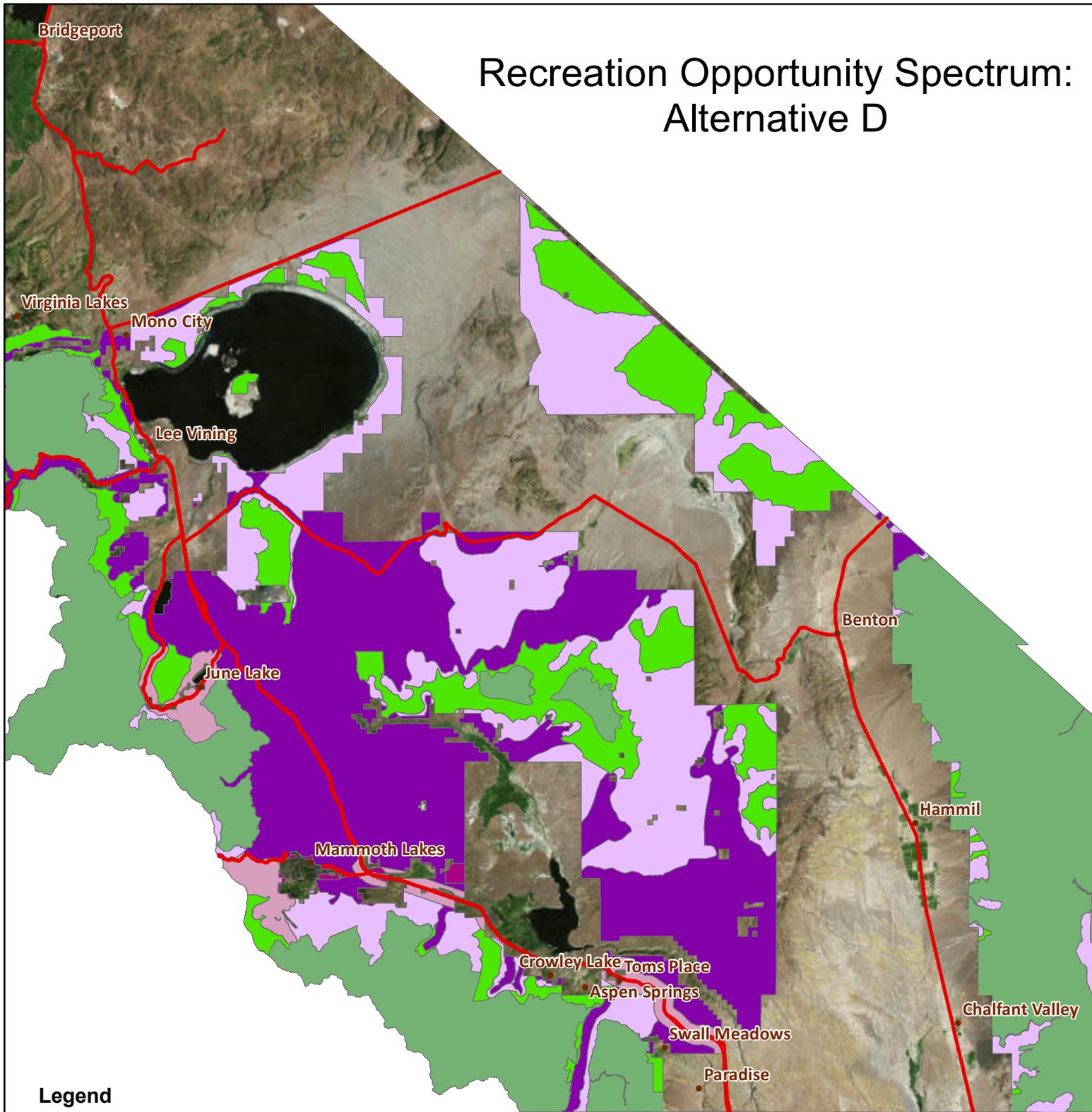
ROS_CODE

- OFB
- Primitive (P)
- Rural (R)
- Road Modified (RM)
- Road Natural (RN)
- Semi Primitive Motorized (SPM)
- Semi Primitive Non Motorized (SPNM)



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Recreation Opportunity Spectrum: Alternative D



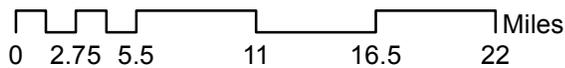
Legend

RecreationOpportunitySpectrum_AltD

<all other values>

ROS_CODE

- OFB
- Primitive (P)
- Rural (R)
- Road Modified (RM)
- Road Natural (RN)
- Semi Primitive Motorized
- Semi Primitive Non Motorized



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Implement visitor use management strategies to minimize impacts to desired conditions for natural resources and visitor experiences on the PCT, through education, site management, regulation and enforcement.

Recreation Places

Recreation places (Figure 12, appendix A) and associated desired conditions provide a framework to guide management efforts to sustain scenery and recreation settings, recreation opportunities, and recreation sites and infrastructure. Recreation places help connect the public to the relevant and various types of places within the forest.

Recreation places are characterized by their distinctive roles and contributions within the landscape, taking into account the agency mission, unique capabilities, and the broader area beyond national forest boundaries. This includes the scenic character of each place. Plan components that guide management of each recreation place are provided within the context of each place's distinctive roles and contributions. In addition, each place on the Inyo National Forest is categorized as one of the following types:

- **Destination:** These places have regional and national significance. Visitors are drawn to these places to experience sport-type activities or participate in recreation activities in higher-end recreation settings; more highly developed infrastructure is prevalent and visitor controls are evident.
- **Dispersed Use:** These places have local and regional significance. Visitors are drawn to these places to experience unregimented recreation activities and moments of solitude in undeveloped settings. Infrastructure tends to be rustic or non-existent, with minimal visitor controls.
- **High Country:** These places have local and regional significance. Visitors are drawn to these places to experience challenge and adventure in high-elevation settings and as relief from the warmer lower-elevation climates. Infrastructure tends to be rustic or non-existent, with minimal visitor controls.
- **High-Use Overnight:** These places have local and regional significance. Visitors are drawn to these places to experience a high social exchange among families, friends and other forest visitors in developed recreation settings. More highly developed infrastructure is prevalent; visitor controls are evident.
- **Scenic Drive:** These places have regional and national significance. Visitors are drawn to these places to experience the interaction of natural-resource elements in the landscape or to view the vestiges of California's rich historic frontier past. More highly developed infrastructure is prevalent; visitor controls are evident.
- **Wildlands:** These places have regional, national and international significance. Visitors are drawn to these places to experience extreme challenge and solitude in remote high-elevation settings. Infrastructure and visitor controls are non-existent.

Benton-Casa Diablo Place

Benton-Casa Diablo is a dispersed use type of place; it is a natural-appearing, remote backcountry, non-wilderness area. The landscape is varied and rugged consisting of a broad volcanic tableland punctuated by mountain peaks of the Benton Mountain Range. The area is

historical native land of the Owens Valley Paiute. Locations of cultural and tribal value are found in this place. The area has an abundance of pine nuts, and has been an important source of collection for thousands of years. Benton–Casa Diablo Place is valued for motorized travel, touring, fishing, climbing, bouldering, hunting and dispersed camping.

Desired Conditions (MA-BENT-DC)

- 01 The Benton-Casa Diablo Place recreation setting and opportunities are sustained as a remote, backcountry, non-wilderness area with a management emphasis on dispersed recreation opportunities. Scenic character is sustained by resilient landscapes that support and enhance the scenery setting. Developed recreation facilities are rustic in design with less obvious management controls. Areas of high use are managed to maintain a quality experience for visitors. Utilities are considered if their location will not limit the achievement of the roles, contributions and sense of the Place. Management actions are aligned with recreation opportunity spectrum and the roles, contributions and sense of the place.

Bishop to Convict Creek Place

Bishop to Convict Creek is a high-use overnight type of place; it is a naturally-evolving, natural-appearing landscape that transitions from pockets of concentrated recreation to the remoteness of the John Muir Wilderness. The mountain range serves as a scenic backdrop that enhances the destination resort aspect of nearby communities and US Highway 395, the Eastern Sierra Scenic Byway. The majority of this place is dominated by high peaks and high elevation forests that create isolated nooks in the cracks of the mountains and include magnificent displays of geological processes. The area includes historical native lands of the Owens Valley Paiute. Locations of cultural and tribal value are found in this place; areas of tribal value include the north and along river valleys in the south. Traditional currant gathering occurs. One third of the Place is an inventoried roadless area. The Place is valued for climbing, scenery viewing, motorized touring, hiking and camping. The fall aspen color in this area draws visitors to the surrounding communities in fall. Some of the most valued back country alpine skiing in the eastern Sierra within California is located in this Place. The Buttermilk area is internationally known for its bouldering. Other outdoor activities include backcountry skiing, fishing, backpacking and day-use along Bishop Creek.

Desired Conditions (MA-BSHP-DC)

- 01 The Bishop to Convict Creek Place recreation setting and opportunities are sustained as a naturally-evolving, natural-appearing landscape. A network of non-motorized trails support access to the high elevation vistas. The road system supports delivery and staging to non-motorized trailheads used for overnight use. Developed recreation facilities include campgrounds, trailheads, day use sites, group camps, recreation residences and cross-country ski trails. Developed sites and transportation are managed and adapted to changing demographics, connectivity to adjacent communities, and supporting the connection of people to nature. Rock climbing and other dispersed recreation activity is managed to support the recreation opportunity spectrum of the place. Areas of high use are managed to maintain a quality experience for visitors, surrounding communities and the scenic byway. Private inholdings or recreation residence permits are considered for land exchange or discontinuation, respectively, if those activities promote the roles, contributions and sense of the place. Scenic character is sustained by resilient landscapes that support and enhance the scenery setting. Utilities are considered if their location will not limit the achievement of the roles, contributions and sense of the Place. Management

actions are aligned with recreation opportunity spectrum and the roles, contributions and sense of the place.

Coyote Place

Coyote Place is a scenic drive type of place; it is a remote, natural-appearing, backcountry non-wilderness area where wide open views of surrounding peaks are viewed from pinyon woodlands and sagebrush flats. Aspen, meadows adorned with wildflowers, and the occasional lake are found in sharp contrast to their high desert surroundings. Access via roads is very limited, although there is a network of motorized trails and a few non-motorized stock trails. This place includes expansive views of Coyote Ridge, Lookout Mountain, Round Mountain, and Sugarloaf Peak, a portion of the Inconsolable Range, and Baker and Coyote Creeks. Ten percent of Coyote Place consists of small inholdings of private and state lands, and properties of the Los Angeles Department of Water and Properties. Coyote Place is valued for motorized uses associated with the enjoyment of these views, hunting, and dispersed camping.

Desired Conditions (MA-COYT-DC)

- 01 Coyote Place recreation setting and opportunities are sustained as a natural-appearing, remote, non-wilderness area. Management emphasis of the place includes providing dispersed motorized recreation opportunity experiences that support the recreation opportunity spectrum of the place. Access is provided that allows for sustainable use along the network of motorized trails. Utilities are considered if their location will not limit the achievement of the roles, contributions and sense of the place. Private inholdings are considered for land exchanges if they promote the roles, contributions and sense of the place. Scenic character is sustained by resilient landscapes that support and enhance the scenery setting, particularly aspen stands and meadows.

Glass Mountain Place

Glass Mountain Place is a dispersed use type of place; it is a natural-appearing, remote backcountry, non-wilderness area that derives its sense of place from the relatively flat terrain and large quantities of obsidian found here. It is home to the largest contiguous stand of pure Jeffery pine in the world. Owens River Headwaters along the southern boundary is a designated California national recreational river. Prehistoric use was significant here with Glass Mountain being an important source for obsidian, a naturally occurring volcanic glass traditionally used in crafting knives, arrowheads and other cutting tools. Glass Mountain Place includes the historic native lands of the Northern Paiute (northwest half) and the Owens Valley Paiute (southeast half). There are traditional currant gathering locations throughout the place. There is an inventoried roadless area that covers nearly half of the place, mainly in the east and south. There are two research natural areas (RNA); Sentinel Meadow RNA and Indiana Summit RNA. Glass Mountain Place is valued for motorized travel, touring, fishing, climbing, bouldering, hunting and dispersed camping in summer and cross-country skiing, snowmobiling and back country skiing in winter.

Desired Conditions (MA-GLAS-DC)

- 01 The Glass Mountain Place recreation setting and opportunities are sustained as a natural-appearing, remote backcountry landscape area with management emphasis on year round dispersed recreation opportunities. Developed recreation facilities tend to be rustic in design, with vehicular controls and regimentation of users less obvious, and provided if they support the dispersed recreation opportunity spectrum of the place. The road and trail system is aligned with the recreation opportunity spectrum, and support delivery to dispersed recreation opportunities particularly those in the west and north. Locations of

cultural and tribal value are enhanced via management actions to sustain landscape resiliency. Scenic character is sustained by resilient landscapes that support and enhance the scenery setting. Utilities are considered if their location will not limit the achievement of the roles, contributions and sense of the place. Management actions are aligned with recreation opportunity spectrum and the roles, contributions and sense of the place. Development in Glass Mountain Place is aligned with recreation opportunity spectrum and scenery management system; managed and adapted to changing demographics, connectivity to adjacent communities, and supporting the connection of people to nature.

Golden Trout-South Sierra Place

The Golden Trout-South Sierra Place is a wildlands type of place; it is a naturally-evolving wilderness and non-wilderness area. It is characterized by high plateaus, expansive meadows and sense of solitude. This place consists of two designated wilderness areas; the Golden Trout and the South Sierra Wildernesses, and the South Sierra Inventoried Roadless Area. The Golden Trout Wilderness is named after California's brightly colored state fish, which is endemic to the area. Both wilderness areas and the inventoried roadless area extend past the southern forest boundary and are jointly managed with the Sequoia National Forest. This place also: borders Sequoia and Kings Canyon National Parks to the northwest; includes Last Chance Meadow Research Natural Area; and encompasses the headwaters of the Kern National Wild and Scenic River. This is the historic native land of the Tubatulabal and the Owens Valley Paiute. This place is valued for remoteness and adventure. Access is limited, which contributes to the sense of wilderness and solitude. There is a single road from Horseshoe Meadow in the north and a road system that provides for dispersed use from the Sequoia National Forest in the south. Recreation opportunities consist of traditional dispersed activities including equestrian riding and camping, backpacking, hiking, motorized use and fishing. There are many non-motorized trails including the Pacific Crest National Scenic Trail that traverses the length of the place, north to south.

Desired Conditions (MA-GTSS-DC)

- 01 The Golden Trout-South Sierra Place recreation setting and opportunities are sustained as a remote, backcountry area. The trail system is aligned with the recreation opportunity spectrum and management emphasis is on dispersed recreation to provide visitors with a sense and experience of wildness and remoteness. Scenic character is sustained by resilient landscapes that support and enhance the scenery setting. Access is provided for motorized users along designated routes. Utilities are considered if their location will not limit the achievement of the roles, contributions and sense of the place. Management actions are aligned with recreation opportunity spectrum and the roles, contributions and sense of the place.

Inyo Mountains Place

The Inyo Mountains Place is a wildlands type of place, characterized by large, rugged mountains, a windswept landscape and expansive views, which offer the visitor a solitude-rich wilderness experience. It includes the Inyo Mountains Wilderness, which is bordered by the Death Valley Wilderness to the east. The north-south Inyo Mountains comprise a high and vast desert range, and the isolated and pristine wilderness that bears their name encompasses a large portion of this sheer and rugged terrain. Most of the eastern border is shared with Death Valley National Park. Year-round streams, some with cascading waterfalls, can be found in eight canyons on the rough east side. These steep-walled canyons offer challenges to rock climbers. In addition to Keynote Peak, the prominent summits of New York Butte and Mount Inyo provide tough, nontechnical hikes with splendid views as rewards. Lush riparian habitat occurs in moist canyons, contrasting

with pinion-juniper woodlands found on some slopes. The Inyo Mountains Place also contains the Whipporwhill Flat Research Natural Area. A rich mining legacy left a smattering of ruins to explore, including the towers that supported a men-and-salt-bearing tram from the Saline Valley. Roughly half of the Inyo Mountain Place, excluding road corridors, is designated inventoried roadless area. Salt mines to Owens Lake can still be seen on Cerro Gordo Peak. Areas outside of designated wilderness are accessible by many roads and motorized trails, lend to OHV experiences of views from Mazourka Peak and offer access to dispersed camping areas.

Desired Conditions (MA-INYM-DC)

- 01 The Inyo Mountains Place recreation setting and opportunities are sustained as a remote, backcountry area with a management emphasis on continuing to provide visitors with a sense of wildness and remoteness experience. The trail system and motorized access is aligned with the recreation opportunity spectrum, and management emphasis is on dispersed recreation that provides visitors with a sense and experience of wildness and remoteness. Outfitter and guide services promote the roles, contributions and sense of the place, and support meeting the needs of the recreation opportunity spectrum with the agency and partners. Filming opportunities are authorized that encourage responsible use and stewardship of public lands. Scenic character is sustained by resilient landscapes that support and enhance the scenery setting. Utilities are considered if their location will not limit the achievement of the roles, contributions and sense of the place. Management actions are aligned with recreation opportunity spectrum and the roles, contributions and sense of the place.

June Lake Loop-Walker-Parker Place

The June Lake Loop-Walker-Parker Place is a destination type place; a natural-appearing, destination landscape that derives its sense of place from the developed recreation opportunities along the June Lake Loop in the south and its adjacency to the Ansel Adams Wilderness. Visitors value the place for dramatic vistas and developed recreation opportunities, predominantly around the June Lake Loop. The landscape is characterized by glacial carved lakes surrounded by dramatic snow-capped peaks and rock outcrops. June mountain ski area is located along the south boundary. Recreation opportunities include driving for pleasure. Aspens give the scenery brilliant displays of fall color visible from any point on a four mile stretch of Scenic Byway 395, drawing visitors into the “Loop” in search of more breathtaking views from overlooks and vista points. The June Lake Loop-Walker-Parker Place is valued for dispersed recreation opportunities including fishing, hiking, trail rides, rock climbing and lake recreation such as boating. This place is the historic tribal territory of the Northern Paiute and there is a concentration of places of tribal importance.

Desired Conditions (MA-JUN-DC)

- 01 The June Lake Loop-Walker-Parker Place recreation setting and opportunities are sustained as a natural-appearing, destination landscape with a management emphasis on developed recreation opportunities. June, Gull, Silver, and Grant Lakes developed sites are sustained to support the needs of changing demographics. Developed sites remain concentrated in the south. Areas of high use are managed for a quality experience for visitors. Recreation residence permits are considered for discontinuation if such actions would promote the roles, contributions and sense of the place. Special use permits are authorized that align with the recreation opportunity spectrum and achieving the desired conditions of the place. Filming opportunities are authorized that encourage responsible use and stewardship of public lands. Management actions are aligned with recreation

opportunity spectrum and the roles, contributions and sense of the place. Development in the place is aligned with the recreation opportunity spectrum and scenery management system, and managed and adapted to changing demographics, connectivity to adjacent communities, and supporting the connection of people to nature. Scenic character is sustained by resilient landscapes that support and enhance the scenery setting.

Mammoth Place

Mammoth Place is a destination type place; it is a natural-appearing, cultural destination landscape that derives its sense of place from the resort community of Mammoth Lakes. This place provides an array of recreation opportunities for summer and winter recreation and is known as a magnet for outdoor recreation enthusiasts. The scenic character of Mammoth Place is a result of past glacial activity, and consists of gentle slopes with a dramatic, snow-capped mountain backdrop. The area was historically occupied by the Owens Valley Paiute Native American tribe and there are many historic and pre-historic archeological sites. Mammoth Place includes a portion of a designated scenic byway corridor, Hwy 395, as well as State Road 203, or Main Street, providing access to downtown Mammoth Lakes, and the valued Mammoth Mountain, Red's Meadow and Devil's Postpile National Monument. Mammoth Place is valued for a wide variety of outdoor activities including skiing, sightseeing, hiking, camping, cycling, fishing, paddle boarding, kayaking and other water-based recreation activities on the many nearby lakes. This place is also a popular destination for landscape artists and outdoor photographers.

Desired Conditions (MA-MMH-DC)

- 01 The Mammoth Place is sustained as a natural-appearing, cultural and tourism destination landscape providing the staging area for an abundance of year-round developed and dispersed recreation opportunities for residents and visitors. The Mammoth Lake Basin is sustained for family oriented developed recreation as well as for technical sports including rock climbing and back country skiing. Developed recreation facilities tend to be contemporary in design, with obvious vehicular controls and regimentation of users. Access is provided by a network of non-motorized trails and roads to launch from for dispersed recreation opportunities. Areas of high use are managed to a quality experience for visitors. The trail system is aligned with the recreation opportunity spectrum and management actions focus on developed and dispersed recreation. Recreation residences do not limit the recreation opportunity spectrum and do not generate resource impacts. Recreation residence permits are considered for discontinuation if such actions would promote the roles, contributions and sense of the place. Special use permits are authorized that align with the recreation opportunity spectrum and achieving the desired conditions of the place. Filming opportunities are authorized that encourage responsible use and stewardship of public lands. Utilities are considered if their location will not limit the achievement of the roles, contributions and sense of the place. Management actions are aligned with recreation opportunity spectrum and the roles, contributions and sense of the place. Development in Mammoth Place is aligned with the recreation opportunity spectrum and scenery management system, and managed and adapted to changing demographics, connectivity to adjacent communities, and supporting the connection of people to nature. Scenic character is sustained by resilient landscapes that support and enhance the scenery setting.

Mammoth Escarpment Place

Mammoth Escarpment Place is a destination type place; a natural-appearing, destination landscape that derives its sense of place from the steep landscape that rises from the Mammoth

Lakes Basin, a series of alpine lakes nestled in a bowl-shaped area just outside the resort community of Mammoth Lakes. The Mammoth Escarpment Place provides the dramatic scenic backdrop for the community and for the scenic byway, Highway 395. The landscape is characterized by the very steep, often precipitous terrain along the Mammoth Crest to the west and south, with many high altitude lakes, and dramatic rock outcrops. Prominent features include San Joaquin Mountain, Minaret Summit and Laurel Mountain. The John Muir Wilderness makes up southern half of this place and there are five named streams flowing north, along which recreation sites are concentrated. Designated inventoried roadless areas make up 40 percent of the Mammoth Escarpment Place, and consist of almost all the land outside of wilderness and concentrated recreation areas. Mammoth Escarpment Place is the historical native land of the Owens Valley Paiute. The Mammoth Lakes Basin includes many historic sites as well. Non-motorized trails connect recreation sites in the Lake Basin and lead into the wilderness. There is one motorized trail in this place, which accesses Laurel Mountain in the east. This place is valued for abundant developed and dispersed recreation opportunities, spurred by the town of Mammoth Lakes as a staging area, Mammoth Lakes Basin, and Mammoth Mountain. Mammoth Mountain is one of the largest mountain resorts in the nation and is a national draw for visitors interested in all types of winter skiing. Mammoth Mountain is also valued for mountain biking and other year-round outdoor recreation. The many campgrounds, trailheads and picnic sites located in the Lakes Basin provide valued family camping, fishing, hiking and cycling. Rock climbing sites are concentrated along the Mammoth Crest.

Desired Conditions (MA-MESC-DC)

- 01 The Mammoth Escarpment Place recreation setting and opportunities are sustained as a natural-appearing, tourism destination landscape with a management emphasis on developed and dispersed recreation opportunities. Developed recreation facilities tend to be contemporary in design, with obvious vehicular controls and regimentation of users. Areas of high use are managed to a quality experience for visitors. Areas of dispersed use are managed to maintain the recreation opportunity spectrum. The trail system is aligned with the recreation opportunity spectrum and management actions focus on both developed and dispersed with a focus on developed recreation around Mammoth Lakes. Special use permits are authorized that align with the recreation opportunity spectrum and achieving the desired conditions of the place. Filming opportunities are authorized that encourage responsible use and stewardship of public lands. Opportunities for research are sustained, with an emphasis on those that support developing adaptive management responses within the place. Recreation residences do not limit the recreation opportunity spectrum and do not generate resource impacts. Recreation residence permits are considered for discontinuation if such actions would promote the roles, contributions and sense of the place. Outfitter and guide services promote the roles, contributions and sense of the place and support meeting the needs of the recreation opportunity spectrum with the agency and partners. Private inholdings are considered for land exchange if those activities promote the roles, contributions and sense of the place. Utilities are considered if their location will not limit the achievement of the roles, contributions and sense of the place. The area is managed to maintain high scenic integrity for visitors and residents to enjoy. Scenic character is sustained by resilient landscapes that support and enhance the scenery setting. Management actions are aligned with recreation opportunity spectrum and the roles, contributions and sense of the place. Development in the Mammoth Escarpment Place is aligned with recreation opportunity spectrum and scenery management system and managed and adapted to changing demographics, connectivity to adjacent communities, and supporting the connection of people to nature.

Mono Basin-Lee Vining Place

Mono Basin-Lee Vining Place is a destination type of place; a natural-appearing destination landscape that derives its sense of place from the town of Lee Vining set amidst the high desert in Mono Basin. The most noted feature is Mono Lake, a unique inland sea surrounded by unearthly limestone spires of tufa and dramatic views of the 13,000 foot peaks of the High Sierra, the vast sagebrush landscape, and volcanic surroundings. The Mono Basin-Lee Vining Place is also the gateway, via forest scenic byway Hwy 120, to the east entrance of world renowned Yosemite National Park. Mono Lake is among the oldest lakes in North America and one of the most productive and fascinating ecosystems in the world. In 1984, the U.S. Congress established the concept of the national scenic area, and designated the Mono Basin National Scenic Area, the first in U.S. history. The Mono Basin-Lee Vining Place also includes the Hoover and Ansel Adams Wildernesses and the Harvey Monroe Hall Research Natural Area. The high desert environment harbors a thriving but fragile ecosystem of interdependent plant and animal species, some endemic to Mono Lake. The higher elevation areas, west and south of Mono Lake have been designated inventoried roadless areas. The Place is the historic native land of Northern Paiute, and is valued for traditional gooseberry gathering locations. Access to most of the Lee Vining canyon area is limited due to steep terrain, moraine slopes, and wilderness. Scenic Byway 395 provides vehicle access north and south through the area. Trails and trailheads provide access into wilderness areas, and there are few motorized trails providing access to Mono Lake and other dispersed sites. The Place is valued for campgrounds, hiking, backcountry access (including snowmobiling and backcountry skiing), fishing, rock climbing, and ice climbing, as well as the Interagency Mono Basin Visitor Center. Unique features around Lee Vining and Mono Lake are the alkaline meadows that visually blend with the shrublands but are special because they contain soils that support rare and at-risk plant species. Riparian areas contain heavy stands of aspen and willow with some conifers and spectacular meadows.

Desired Conditions (MA-MONO-DC)

- 01 The Mono Basin-Lee Vining Place recreation setting and opportunities are sustained as a natural appearing tourism destination landscape with a management emphasis on continuing to provide visitors with a sense of wildness and remoteness experience. Areas of dispersed use are managed to maintain the recreation opportunity spectrum. The trail system is aligned with the recreation opportunity spectrum, and management actions focus on supporting the dramatic viewsheds. Locations of cultural and tribal value are enhanced via management actions to sustain landscape resiliency. Special use permits are authorized that align with the recreation opportunity spectrum and achieving the desired conditions of the place. Filming opportunities are authorized that encourage responsible use and stewardship of public lands. Opportunities for research are sustained, with an emphasis on those that support developing adaptive management responses within the place. Outfitter and guide services promote the roles, contributions and sense of the place and support meeting the needs of the recreation opportunity spectrum with the agency and partners. Scenic character is sustained by resilient landscapes that support and enhance the scenery setting. Utilities are considered if their location will not limit the achievement of the roles, contributions and sense of the place. Management actions are aligned with recreation opportunity spectrum and the roles, contributions and sense of the place. Development in the Mono Basin-Lee Vining Place is aligned with the recreation opportunity spectrum and scenery management system, and managed and adapted to changing demographics, connectivity to adjacent communities, and supporting the connection of people to nature focused on the values of Mono Lake.

Owens River Headwaters Place

The Owens River Headwaters Place is a wildlands type place; a natural-evolving, remote, high elevation wilderness landscape. This place consists entirely of designated wilderness and is characterized by dramatic high peaks, rocky outcrops, and glacial lakes with opportunities for visitor solitude. The western portion of the Owens River Headwaters Place (60 percent) is part of the Ansel Adams Wilderness, and the eastern area is both Owens River Headwaters Wilderness and designated inventoried roadless areas. Elevations range from 8,000 feet to 12,000 feet. The place is valued for hiking, dispersed camping and backcountry skiing. There is a small network of hiking trails in the Ansel Adams Wilderness, including the Pacific Crest Trail. The headwaters of various named streams are located here including the wild sections of Owens River, a California designated Wild and Scenic River. This area is historic native land of the Owens Valley Paiute and the Northern Paiute and is valued for gathering sites.

Desired Conditions (MA-OWEN-DC)

- 01 The Owens River Headwaters Place recreation setting and opportunities are sustained as a remote, backcountry wilderness area with a management emphasis on continuing to provide visitors with a sense and experience of solitude, wildness and remoteness. Areas of dispersed use are managed to maintain the recreation opportunity spectrum. Locations of cultural and tribal value are enhanced via management actions to sustain landscape resiliency. The trail system is aligned with the recreation opportunity spectrum and management actions focus on sustaining the wilderness character of the place. Outfitter and guide services promote the roles, contributions and sense of the place and support meeting the needs of the recreation opportunity spectrum with the agency and partners. Scenic character is sustained by resilient landscapes that support and enhance the scenery setting.

Owens Valley Escarpment Place

The High Country Place is a high country type place; a natural-appearing landscape with concentrated recreation pockets. The jagged ridgeline atop the Sierra Crest creates a spectacular backdrop for the Owens Valley, the communities of Lone Pine and Independence, and Scenic Byway 395. The High Country Place extends from Big Pine Creek in the north to Wonoga Peak in the south. The majority of this area is located within the John Muir Wilderness with prominent features being the eastern Sierra escarpment with its many peaks over 13,000-14,000 feet, including Mt. Whitney, and numerous canyons. Each canyon is characterized by the dramatic change in landscape character from the expansive shrub land views of the Owens Valley, into the sheltered and cavernous High Forests at the edge of the John Muir Wilderness. This place draws people from all over the world, and is highly valued for breathtaking scenery. Trails located in this place provide backcountry access to the Sierra National Forest and Sequoia and Kings Canyon National Parks. The Owens Valley Escarpment is valued for concentrated recreation areas, with popular roads and campgrounds, as well as wilderness access points. Recreation values include camping, backpacking, fishing, hiking, day-use, as well as rock climbing and backcountry skiing in high elevations.

Desired Conditions (MA-OESC-DC)

- 01 The Owens Valley Escarpment Place recreation setting and opportunities are sustained as a natural-appearing landscape with pockets of high-quality concentrated recreation with a management emphasis on dispersed recreation experiences. Areas of dispersed use are managed to maintain the recreation opportunity spectrum. The road system supports delivery and staging to non-motorized trailheads used for wilderness day and overnight

use. The trail system is aligned with the recreation opportunity spectrum and management actions focus on maintaining the remoteness of the place. Special use permits are authorized that align with the recreation opportunity spectrum and achieving the desired conditions of the place. Filming opportunities are authorized that encourage responsible use and stewardship of public lands. Outfitter and guide services promote the roles, contributions and sense of the place, and support meeting the needs of the recreation opportunity spectrum with the agency and partners. Scenic character is sustained by resilient landscapes that support and enhance the scenery setting and wilderness characteristics of the place. Utilities are considered if their location will not limit the achievement of the roles, contributions and sense of the place. Management actions are aligned with recreation opportunity spectrum and the roles, contributions and sense of the place. Development in the place is aligned with the recreation opportunity spectrum and scenery management system, and managed and adapted to changing demographics, connectivity to adjacent communities, and supporting the connection of people to nature.

Pizona Place

Pizona Place is a dispersed type place; a natural appearing backcountry, remote non-wilderness. This isolated portion of the forest begins six miles east of Mono Lake and extends into Nevada, with low rolling hills, mostly comprised of pinyon woodland and shrublands but contains occasional springs. The Pizona Place offers unobstructed views and a sense of discovery. This place is valued by tribes. A distinguishing feature of this area is the existence of a population of wild horses. Recreation use is extremely limited, consisting of commercial outfitter-guide operations, an occasional hunter or OHV use.

Desired Conditions (MA-PIZN-DC)

- 01 The Pizona Place recreation setting and opportunities are sustained as a backcountry area with a management emphasis on continuing to provide visitors with a sense of remoteness. Locations of cultural and tribal value are enhanced via management actions to sustain landscape resiliency. Outfitter and guide services promote the roles, contributions and sense of the place and support meeting the needs of the recreation opportunity spectrum with the agency and partners. Utilities are considered if their location will not limit the achievement of the roles, contributions and sense of the place. Scenic character is sustained by resilient landscapes that support and enhance the scenery setting. Management actions are aligned with recreation opportunity spectrum and the roles, contributions and sense of the place. Development in the Pizona Place is aligned with the recreation opportunity spectrum and scenery management system, and managed and adapted to changing demographics, connectivity to adjacent communities, and supporting the connection of people to nature.

Reds Meadow-Fish Creek Place

Reds Meadow-Fish Creek Place is a wildlands type place; a natural-appearing landscape with concentrated recreation pockets, and backcountry access characterized by u-shaped valleys, steep precipitous slopes, basaltic outcrops and cinder cones. It is located on the back side of Mammoth Mountain and is known for: Reds and Agnew Meadows; access to the Devils Postpile National Monument and the Wilderness areas; the Minarets, a distinctive “needle-like” rock formation; Minaret Falls; and the headwaters of the Middle Fork of the San Joaquin River. Reds Meadow-Fish Creek Place is valued for its heavily used trailheads access the expansive Ansel Adams and

John Muir Wildernesses, and provide opportunity for rock climbing, backpacking, trail riding, day hiking, and riverfront camping.

Desired Conditions (MA-REDS-DC)

- 01 The Reds Meadow-Fish Creek Place recreation setting and opportunities are sustained as a natural-appearing landscape with pockets of high-quality concentrated recreation and backcountry access. Areas of high use are managed for a quality experience for visitors. Areas of dispersed use are managed to maintain the recreation opportunity spectrum. The road system supports delivery and staging to high use trailheads. Special use permits are authorized that align with the recreation opportunity spectrum and achieving the desired conditions of the place. Filming opportunities are authorized that encourage responsible use and stewardship of public lands. Recreation residences do not limit the recreation opportunity spectrum and do not generate resource impacts. Recreation residence permits are considered for discontinuation if such actions would promote the roles, contributions and sense of the place. Utilities are considered if their location will not limit the achievement of the roles, contributions and sense of the place. Outfitter and guide services promote the roles, contributions and sense of the place and support meeting the needs of the recreation opportunity spectrum with the agency and partners. Private inholdings are considered for land exchange if those activities promote the roles, contributions and sense of the place. Scenic character is sustained by resilient landscapes that support and enhance the scenery setting. Management actions are aligned with recreation opportunity spectrum and the roles, contributions and sense of the place. Development in the Reds Meadow-Fish Creek Place is aligned with the recreation opportunity spectrum and scenery management system, and managed and adapted to changing demographics, connectivity to adjacent communities, and supporting the connection of people to nature.

Upper Owens River Place

Upper Owens River Place is a dispersed use type of place; a natural-appearing cultural setting with views of Mammoth Mountain and Minaret Summit, viewed from a high concentration of paved and unpaved roads through sagebrush flats, including Scenic Byway Highway 395. This place is located immediately above, and to the northwest of Lake Crowley. Included are the sub-drainages of Deadman Creek, Little Hot Creek, Dry Creek, and portions of Hot Creek. Prominent features include Lookout Mountain, Deer Mountain, Smokey Bear Flat, Little Antelope Valley and Deadman and Inyo Craters. Scenic Byway Highway 395 traverses this place north and south. The mineral rich volcanic landscape has numerous hot springs with elevation ranging roughly from 7000 feet to 9000 feet.

Land along Owens River and Hot Creek, (about 10 percent of this place) is owned by the Los Angeles Department of Water and Power, and another 10 percent is privately owned. The upper portion of the Owens River is National Forest System land and is federally designated as a national wild and scenic river (WSR). Most of the few developed recreation areas are located along Upper Owens River. This place is valued for its touring, some motorized trails, and a large network of non-motorized trails that are also used as winter snow trails. Recreation values include cross-country skiing and snowmobiling, access to resort skiing at Mammoth Mountain, fishing on the Owens River, rock climbing, OHV use, scenery viewing, hot springs use, and picnic site use.

Desired Conditions (MA-UPOW-DC)

- 01 The Upper Owens River Place recreation setting and opportunities are sustained as a natural-appearing cultural landscape with dispersed summer and winter recreation with a management emphasis balanced between dispersed and developed recreation opportunities. Areas of high use are managed to a quality experience for visitors. Areas of dispersed use are managed to maintain the recreation opportunity spectrum. The trail system is aligned with the recreation opportunity spectrum and management actions focus on supporting a balance of dispersed and developed recreation. Special use permits are authorized that align with the recreation opportunity spectrum and achieving the desired conditions of the place. Filming opportunities are authorized that encourage responsible use and stewardship of public lands. Recreation residences do not limit the recreation opportunity spectrum and do not generate resource impacts. Recreation residence permits are considered for discontinuation if such actions would promote the roles, contributions and sense of the place. Outfitter and guide services promote the roles, contributions and sense of the place and support meeting the needs of the recreation opportunity spectrum with the agency and partners. Private inholdings are considered for land exchange if those activities promote the roles, contributions and sense of the place. Recreation along the Owens River is managed to preserve the scenic qualities of the river. Scenic character is sustained by resilient landscapes that support and enhance the scenery setting. Utilities are considered if their location will not limit the achievement of the roles, contributions and sense of the place. Management actions are aligned with recreation opportunity spectrum and the roles, contributions and sense of the place. Development in Upper Owens River Place is aligned with the recreation opportunity spectrum and scenery management system, and managed and adapted to changing demographics, connectivity to adjacent communities, and supporting the connection of people to nature.

White Mountains Place

The White Mountains Place is a wildlands type place; offering superb scenery and remoteness in a challenging setting of deep canyons and windy plateaus with expansive views across the largest expanse of rare alpine tundra in the western United States. Several distinctive, long distance and high elevation motorized opportunities exist. Prominent features include the iconic Bristlecone Pine Forest, home of the oldest living tree, and Boundary Peak, the tallest peak in Nevada. The White Mountains are one of the largest and highest desert mountain ranges in North America. Cottonwood Creek is a designated wild and scenic river. There are more than 1,000 native species and varieties of plants, residing in plant communities that range from desert scrub to alpine. The White Mountains Place is valued for the Ancient Bristlecone Pine Forest; research opportunities; motorized touring opportunities, hiking access to White Mountain peak, hunting, dispersed use, developed camping and the White Mountain Visitor Center; all of which provide a sense of wildness and remoteness.

Desired Conditions (MA-WHIT-DC)

- 01 The White Mountain Place recreation setting and opportunities are sustained as a remote, backcountry area with a management emphasis on continuing to provide visitors with a wildness and remoteness experience. Developed sites and infrastructure are rustic in nature and support the visitor experience. Access and overnight accommodation support recreation opportunities in the high elevation country near the south end of this place. Opportunities for research are sustained. Recreation opportunities, including motorized use, hiking, and hunting, are also sustained. Utilities are considered if their location will not limit the achievement of the roles, contributions and sense of the place. Management

actions are aligned with the recreation opportunity spectrum and the roles, contributions and sense of the place. Scenic character is sustained by resilient landscapes that support and enhance the scenery setting.

Designated Areas

A designated area is an area or feature identified and managed to maintain its unique special character or purpose. Designated areas are either statutorily or administratively designated, pursuant to statute, regulation, or policy. Examples of statutorily designated areas include wilderness areas, national scenic trails, and wild and scenic rivers. Examples of administratively designated areas are experimental forests, research natural areas, scenic byways, botanical areas, and significant caves. Where multiple designated areas overlap, the designated area with the most restrictive plan components must be followed. A map of all statutorily designated areas can be viewed in Figure 13, appendix A.

Wilderness

Congress has designated nine wilderness areas that are either in whole or in part within the Inyo National Forest's administrative boundary and managed by the Forest Service. These wilderness areas comprise about 46 percent of the forest. They include the Ansel Adams Wilderness (shared with the Sierra National Forest), Golden Trout Wilderness (shared with the Sequoia National Forest), Hoover Wilderness (shared with the Humboldt-Toiyabe National Forest), Inyo Mountains Wilderness, John Muir Wilderness (shared with the Sierra), Owens River Headwaters Wilderness, South Sierra Wilderness (shared with the Sequoia), Boundary Peak and White Mountains Wilderness. Plan components for wilderness areas are organized under the wilderness management area section above. In addition to these nine wilderness areas, approximately 3,000 acres of the Inyo National Forest is within Granite Mountain Wilderness, which is managed by the Bureau of Land Management.

Mono Basin National Forest Scenic Area

Congress designated the Mono Basin National Forest Scenic Area to protect geologic, ecologic and cultural resources within the 116,274 acre scenic area. The legislation which designated this area also specified that management would provide for recreation use and interpretive facilities, such as trails and campgrounds, and permit full use for scientific study or research. The Mono Basin National Forest Scenic Area is managed following direction in the Mono Basin Scenic Area Management Plan.

Wild and Scenic Rivers

Congress designated three wild and scenic rivers that are either in whole or in part on the Inyo National Forest: the north and south forks of the Kern Wild and Scenic River (shared with the Sequoia National Forest and Sequoia Kings Canyon National Park), Cottonwood Creek Wild and Scenic River (shared with Bureau of Land Management), and the Owens River Headwaters Wild and Scenic River. Plan components for wild and scenic river segments on the Inyo National Forest are organized under the wild and scenic river management area section above.

Ancient Bristlecone Pine Forest (National Protection Area)

In 2009, Congress designated the Ancient Bristlecone Pine Forest within the Omnibus Public Land Management Act. This act designated the original, Ancient Bristlecone Pine Forest Special